

**OPERATION AND MAINTENANCE AGREEMENT**  
Township of Reserve Water and Wastewater Systems

THIS OPERATION AND MAINTENANCE AGREEMENT, dated as of \_\_\_\_\_, 2023, (the “O&M Agreement”), by and between THE PITTSBURGH WATER AND SEWER AUTHORITY, a municipal authority of the Commonwealth of Pennsylvania (“PWSA”) organized and existing under the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. Ch.56, as amended (the “Authorities Act”) and the TOWNSHIP OF RESERVE, Allegheny County, Pennsylvania, a political subdivision (First Class Township) of the Commonwealth of Pennsylvania (the “Owner”) (individually PWSA and the Owner referred to as the “Party” and collectively as the “Parties”),

WHEREAS, the Owner heretofore acquired, and has operated, certain water transmission and distribution lines and wastewater conveyance lines, related appurtenances, and facilities all within the political boundaries of the Owner, referred to herein as the “Water and Wastewater Systems”; and

WHEREAS, the Water and Wastewater Systems are further defined in Exhibits A and B, respectively, of this O&M Agreement, and specifically excludes the stormwater system, including the separate storm sewer system as defined under the Owner’s Municipal Separate Storm Sewer System Permit and the portion of the Owner’s sanitary sewer system that is tributary to the Girty’s Run Joint Sewer Authority; and

WHEREAS, the Owner purchases water in bulk from PWSA that is treated and transported from PWSA’s water supply and treatment facilities, in accordance with a Water Sales Agreement, dated March 11, 2009, between the Owner and PWSA (“Water Sales Agreement”); and

WHEREAS, the Owner now desires to engage, as more particularly hereinafter set forth, PWSA to provide services with respect to the Owner's Water and Wastewater Systems, for and on behalf of the Owner; and

WHEREAS, PWSA is willing to provide services to the Owner with respect to the Owner's Water and Wastewater Systems, for and on behalf of the Owner; and

WHEREAS, the Parties desire to set forth terms and conditions which shall govern the provision of such services by PWSA with respect to the Owner's Water and Wastewater Systems, for and on behalf of the Owner.

NOW, THEREFORE, the Parties each intending to be legally bound, covenant and agree as follows:

1. The Owner hereby engages PWSA to provide services for the operation and maintenance of the Water and Wastewater Systems, for and on behalf of the Owner as herein provided.
2. PWSA hereby accepts the engagement by the Owner to provide services for the operation and maintenance of the Water and Wastewater Systems, for and on behalf of the Owner.
3. Subject to provisions of this O&M Agreement and subject to the responsibility of the Owner to continue to own and operate the Water and Wastewater System, and to exercise and discharge its contractual, statutory and regulatory obligations with respect thereto, PWSA shall render to, for, and on behalf of, the Owner the following services:

- a. **Wastewater System Operations and Maintenance:** The general supervision and control of the general operation and maintenance of the Wastewater System, including designating an Operator in Responsible Charge, holding the required PA DEP operations licenses, for the

wastewater collection system. Make reasonable recommendations to the Owner, from time to time, of what shall be required for the prudent operation, maintenance and repair of the Wastewater System's facilities.

- i. Not including emergency repairs performed, PWSA's operation, maintenance, and repair of the Wastewater Systems shall be reasonably tailored towards assisting Owner with Owner's compliance obligations under the December 14, 2021 Consent Order and Agreement in effect between Reserve Township and the Allegheny County Health Department ("ACHD"), as may be amended. This includes Owner's obligations as outlined in the ACHD approved Operation and Maintenance Plan dated [insert date] and SSO Response Plan dated [insert date], as may be amended.
- ii. Not including emergency repairs performed, PWSA's operation, maintenance, and repair of the Wastewater Systems shall be reasonably tailored towards assisting Owner in reducing inflow and infiltration into the sanitary sewer system and eliminating sanitary sewer flows that contribute to downstream sanitary sewer overflows, in accordance with Owner's obligations under the ACHD Consent Order and Agreement.

- iii. To the extent agreed upon in writing by the Parties, PWSA's operation, maintenance, and repair of the Wastewater Systems shall be reasonably tailored towards assisting Owner in facilitating joint-municipal projects that contribute to Owner's compliance obligations with the terms of the ACHD Consent Order and Agreement.
    - iv. PWSA shall be reasonably responsive to the required maintenance and repair of the Water and Wastewater Systems.
  - b. **Water System Operations and Maintenance:** The general supervision and control of the general operation and maintenance of the Water System (PWSID 5020047), including designating an Operator in Responsible Charge, holding the required PA DEP operations licenses, for the water distribution system. Make reasonable recommendations to the Owner, from time to time, of what shall be required for the prudent operation, maintenance and repair of the Water System's facilities.
    - i. Support Owner in the development of its Lead Service Line Inventory report by October 16, 2024, or as may be amended by DEP. Provide additional support to comply with Lead and Copper regulations as requested by Owner.
    - ii. Perform collection, analysis, and reporting of routine, periodic, and emergency water quality samples to comply with DEP and EPA regulatory requirements.

- iii. Schedule and perform preventative maintenance activities including a valve exercising program and hydrant and line flushing programs.
- c. **Records:** The keeping of records relating to the operation and maintenance of the Water and Wastewater Systems, and the submission to the Owner, on a rolling basis (monthly), of written summaries of such records and any recommendations related thereto. On behalf of Owner, PWSA shall maintain and provide any records necessary for regulatory reporting compliance and as may be required in accordance with Owner's obligations under the ACHD Consent Order and Agreement, PA Code, and permit requirements.
- d. **Recommendations:** The making of recommendations to the Owner, from time to time, for consideration and adoption by the Owner, including by resolution or ordinance, on matters relating to the Water and Wastewater Systems, including policies, procedures, rates and charges, Extraordinary Repairs, and Capital Additions/Improvements, ACHD Consent Order and Agreement compliance, funding, regulatory compliance, and matters of a similar nature; provided, however, that nothing contained herein shall be deemed to grant to PWSA the power or authority to operate the Systems, set rates for service or to determine and implement such policies, rates and procedures, absent due authorization by the Owner. Owner's approval of PWSA's recommendations shall not be unreasonably withheld. For purposes of this O&M Agreement, Capital Additions/Improvements is

defined as the making or the acquiring of additions, extensions, alterations or improvements with respect to the Water System and Wastewater System. For purposes of this O&M Agreement, Extraordinary Work is defined as alterations, repairs, renewals, improvements, or replacements, including costs incidental thereto, with respect to the Water System or Wastewater System that are necessary or desirable for proper operation and maintenance thereof, the costs of which are not payable as current operating expenses.

- e. **Reporting:** The preparation and filing of reports and forms relating to the operation and maintenance of the Water and Wastewater Systems in the name of the Owner, which may be reasonably requested by the Owner or required of the Owner by any governmental body having jurisdiction. Such reporting shall include:
  - i. Assisting Owner in fulfilling Owner's obligations pursuant to the ACHD Consent Order and Agreement, as may be amended, and any required reporting to regulators, including but not limited to, the Allegheny County Health Department, Allegheny County Sanitary Authority, and DEP, as may be reasonably requested by Owner.
  - ii. Assisting Owner with water system reporting as required under 25 PA Code Chapters 109 and 110, including monthly, quarterly, and annual water quality reports, public notifications, and consumer confidence reports.

- iii. Assisting Owner in response to any notice of violation or regulatory inquiry related to the water or wastewater systems.
- f. **Procurement:** PWSA shall assist Owner for the solicitation and contracting for and the purchase of supplies, materials, and services required in the proper operation and maintenance of the Water and Wastewater Systems. Notwithstanding the foregoing, PWSA shall be authorized to directly procure supplies, materials, and services on behalf of Owner subject to the terms of this Agreement.
- g. **Insurance:** The Owner shall have no obligation to maintain insurance for the Water and Wastewater Systems.
- h. **Routine Inspections, Deficiency Reporting, and Emergencies :**
  - i. PWSA shall promptly notify the Owner upon becoming aware of any activity, issue, or circumstance within the Water or Wastewater Systems that threatens the safety, health, or welfare of the users of the Water and Wastewater Systems or the environment. PWSA shall act with reasonable diligence to inspect the Water and Wastewater Systems and shall be responsible for the performance of necessary repairs to the Water and Wastewater Systems.
  - ii. Owner is obligated to notify PWSA of deficiencies in a timely manner, but Owner shall have no duty to actively inspect the Water and Wastewater Systems.

- iii. In the event of any emergency which, in the reasonable judgment of PWSA, is likely to result in material loss or damage to the Water or Wastewater Systems or constitute an imminent threat to human health or safety, PWSA shall notify the Owner and, in PWSA's discretion, notice appropriate regulatory or governmental agencies.
- iv. PWSA is authorized to investigate, verify, and correct common water or sewer emergencies and to perform any item of emergency work and/or to interrupt service as required for emergency repairs and response to the Water or Wastewater Systems. In addition, consistent with Paragraph 6(g) hereof, PWSA is authorized to perform emergency work to the Water or Wastewater Systems that is necessitated by compliance with any order or mandate from any judicial or governmental body or agency.
- v. PWSA shall be responsible for making emergency repairs to the Water or Wastewater Systems. However, nothing in this Section shall be construed to limit the Owner's authority and discretion to make emergency repairs; provided, however that the Owner shall promptly notify PWSA of such emergency repairs and PWSA shall have no liability for the Owner's performance of such emergency repairs.
- vi. Emergencies not covered by the foregoing subsections are deemed to be Extraordinary Work (as defined herein).

i. **Meters and Billing:**

- i. At a mutually agreed upon date approximately 6-to-8 months following the Effective Date, PWSA will read all of the Owner's customers' water meters monthly consistent with PWSA billing cycles. On behalf of Owner, PWSA will bill and collect for water and wastewater conveyance, ALCOSAN sewage treatment charges, and any other fees and charges consistent with the Owner's rates. Owner agrees to share all data with PWSA for billing purposes, with the exception of wastewater conveyance and ALCOSAN sewage treatment charges for customers located in the portion of the Owner's sanitary sewer system located within the Girty's Run Joint Sewer Authority. PWSA will be responsible for the bill design. PWSA will, after following its established collection process, proceed with terminations for non-payment, including liens on behalf of the Owner. Receipts, revenues, and money collected by PWSA on behalf of Owner shall be deposited in Owner's account(s) pursuant to Section 7(c) of this Agreement.
- ii. The Owner will assist PWSA with the phased-in conversion of manually read meters to Advanced Metering Infrastructure ("AMI") to achieve established Headwaters metrics. PWSA will be responsible for all meter testing, repair, replacement, terminations for non-access, as well as the maintenance and licensing of meter reading software. PWSA will be responsible for all billing inquiries

and scheduling of work for Owner's customers. PWSA shall be responsible for the costs associated with the phased-in conversion of manually read meters to AMI; provided, however, that if the Owner, within five (5) years of the Effective Date of this Agreement, terminates this Agreement or consummates a sale of the Water and Wastewater System to a third party other than PWSA, the Owner shall reimburse PWSA for any and all costs associated with the phased-in conversion of manually read meters to AMI.

- j. **Personnel:** PWSA shall provide qualified and, where required, certified (as required) staffing for the performance of services to, and on behalf of the Owner, including personnel with the required licensures, such as water distribution and wastewater collection system licenses, so that Owner's employees are relieved of maintain the applicable licensing requirements to the extent allowed by law.
- k. **Communications with Customers:** On behalf of the Owner and consistent with the Owner's policies, rates and procedures, PWSA shall be responsible for the preparation, and issuance of notices or statements to the Owner's customers, regarding the Water and Wastewater Systems and/or the services rendered by the Owner in connection with the Water and Wastewater Systems. In the event that Owner receives notice from customer regarding the Water and/or Wastewater Systems, including but not limited to a rate or billing concern, Owner shall immediately notify PWSA, in writing.

1. **Other Services:** PWSA will perform other services resulting from a change under Paragraphs 9 and 20 hereof.

4. The Parties shall each act in good faith and shall cooperate in all reasonable respects with each other, so that each may perform the obligations and duties assumed and undertaken under and by virtue of this O&M Agreement in a proper and satisfactory manner.

5. The Owner has the ultimate responsibility for the operation of the Water and Wastewater Systems and nothing in this Agreement shall be construed as being inconsistent with that responsibility. Specifically, it is agreed and understood that:

a. **Water Service:** The Water System is owned by the Owner and the Owner is responsible for operating the System and offering water service to the residents and businesses located within the Owner's corporate boundaries.

b. **Wastewater Service:** The Wastewater System is owned by the Owner and the Owner is responsible for operating the System and offering wastewater conveyance service to the residents and businesses located within the Owner's corporate boundaries.

c. **Permits:** The Owner shall be solely responsible for acquiring and maintaining any existing or necessary permits and associated fees for the operation of the Water and Wastewater Systems, subject to the cooperation of PWSA as may be necessary to obtain the same. PWSA shall not be responsible for the payment of any fines and/or penalties, incurred by the Owner or as a result of the acts or omissions of the Owner whether or not said fine/or penalty is received after the execution of this O&M Agreement, including, but not limited to fines and/or penalties associated with

deficiencies in the system or with the operation thereof, or resulting from non-compliance with any outstanding order or mandate of any judicial or governmental body or agency, which fines and penalties remain the sole responsibility of Owner. Except as outlined above, Owner shall not be responsible for the payment of any fines and/or penalties incurred as a result of the acts or omissions of PWSA, including, but not limited to fines and/or penalties associated with the operation of PWSA.

- d. **Water Sales Agreement:** The Owner continues to be responsible for paying PWSA for any water purchased by the Owner under the Water Sales Agreement and/or PWSA's Tariff. All outstanding balances will be paid in full before the execution of this O&M Agreement and the same are hereby deemed to be satisfied.

6. The Owner retains responsibility for approving and financing projects for the Water and Wastewater Systems. Specifically, it is agreed and understood that:

- a. **Recommendations for Budget:** On or about November 1<sup>st</sup> of each year, PWSA shall prepare and shall deliver to the Owner a budget setting forth all estimated costs, fees and expenses to be incurred by PWSA in the performance of its duties and obligations hereunder, and otherwise payable from the Water and Wastewater Systems' revenues, during the following calendar year. For the current year, such statement also shall cover the period from the effective date of this Service Agreement to end of the applicable year.

- b. **Rates and Charges:** After consideration of PWSA’s recommendations, the Owner has the exclusive power to establish rates and charges for service and applicable fees in accordance with the Owner’s ordinances and resolutions under the First Class Township Code and applicable law. This includes tap allocations for new service. Owner shall notify PWSA of the applicable rates and charges for service and applicable fees for the Water and Wastewater Systems.
- c. **Budget:** The Owner shall approve and amend, if necessary in the Owner’s discretion, a budget for the Water and Wastewater Systems consistent with the First Class Township Code and applicable law. Owner shall provide PWSA with the approved budget for the Water and Wastewater Systems.
- d. **Approval Required for Capital Additions/Improvements and Extraordinary Repairs:** PWSA shall not undertake Capital Additions/Improvements to, nor make Extraordinary Repairs to, the Water or Wastewater Systems to be funded from Owner’s Water or Wastewater Systems’ revenues or reserves without first informing and obtaining written consent from the Owner’s Board of Commissioners and after determining that such expenditures will be in compliance with any contractual or regulatory obligations of the Owner, including any rate covenants or pledges entered into by the Owner to secure its Water System or Wastewater System related debt, and including Owner’s ACHD Consent Order and Agreement obligations. The requirement for preapproved written

consent shall not apply to circumstances reasonably believed to be emergencies that pose an imminent threat to public health and safety.

- e. **Funding of Capital Additions and Extraordinary Repairs:** Any Capital Additions or Extraordinary Repairs not financed by revenues or reserves in Water System or Wastewater System accounts of the Owner shall be funded by debt incurred by Owner (not PWSA), in amounts recommended by PWSA but approved, in writing, by the Owner's Board of Commissioners. Owner's existing and future debt service payable from Water System or Wastewater System revenues shall be included in the budgets prepared for the Water and Wastewater System. Owner's water System and Wastewater System related debt shall be secured by a pledge of the Water and Wastewater Systems' revenues and, if approved by Owner, a pledge of the Owner's full faith, credit and taxing power. At no time shall PWSA's revenues or credit be pledged or available to support Water System or Wastewater System related debt.
- f. **Compliance with Orders and Mandates:** Owner agrees that it may not refuse to provide authorization for the performance of emergency work, Capital Additions or Extraordinary Repairs which are necessitated by compliance with any order or mandate from any judicial or governmental body or agency. In addition, Owner reserves the right to dispute, appeal or litigate any such order or mandate within thirty (30) days of the receipt of the same, and said emergency, Capital Additions or Extraordinary Repairs

cannot be commenced until such dispute, appeal or litigation is resolved against the Owner.

7. It is agreed and understood that:

- a. **Billing:** PWSA is responsible for the calculation, preparation, and rendering of all bills or statements to the Owner's customers, for services rendered by the Owner in connection with the Water and Wastewater Systems, and such bills or statements will be in accordance with the water and wastewater conveyance rate resolutions or ordinances of the Owner in effect, from time to time.
- b. **Collection:** PWSA is responsible for the administration of the receipt and collection of receipts, revenues and money due and payable by customers of the Water and Wastewater Systems, and the keeping of records in connection therewith.
- c. **Water and Wastewater System Accounts:** PWSA is responsible for the deposit to the Owner's account of all receipts, revenues, and money collected, in any manner or from any source, from or in connection with the use and operation of the Water or Wastewater System, which receipts, revenues, and money shall be deposited, in the appropriate revenue account established for the purpose or in such reserve accounts as maintained by Owner.

8. The Parties shall perform their respective obligations and duties under this O&M Agreement in a competent and business-like manner and shall exercise due care, diligence, and control in connection with costs, fees, and expenses related to such performance.

9. In consideration of the services rendered hereunder, the Parties agree as follows:
- a. PWSA shall be compensated, by way of a "Service Fee," in the amount of Five Percent (5%) on each monthly invoice for the Reimbursable Expenses, as set forth in Paragraph 9 (b).
  - b. In addition to the Service Fee, PWSA shall be reimbursed for all expenses incurred in the Operation and Maintenance of the Water and Wastewater Systems ("Reimbursable Expenses"), including, but not limited to the following: (a) all costs, fees and expenses of whatsoever nature incurred by PWSA in the performance of its duties and obligations under Paragraphs 3 (a), (b), (f) and (h); and/or (b) filing fees for liens filed on behalf of Owner for the collection of unpaid water and/or wastewater charges; and/or (c) any work performed by PWSA that is outside the scope of services under this Service Agreement; and/or (d) the performance of any Capital Additions/Improvements; and/or (e) the performance of any Extraordinary Repair(s); and/or (f) the performance of engineering services; and/or (g) subscription charges associated with AMI under Paragraph 3(i); and and/or (g) rate studies to determine the applicable rates for Owner's customers of the Water and Wastewater Systems.
  - c. Owner shall reimburse PWSA for any other work performed outside the scope of services under this Service Agreement.
  - d. On a monthly basis, PWSA shall issue an invoice to Owner detailing the Reimbursable Expenses and Service Fee. Owner shall issue payment to PWSA within forty-five (45) days of receipt of PWSA's invoice. In the

event that Owner disputes an invoice submitted, Owner shall provide a written, detailed basis for such dispute and pay any undisputed amount(s) on such invoice to PWSA.

10. PWSA, to the extent permitted by law, agrees to hold harmless the Owner from any liabilities arising from the proven negligence of the PWSA in the discharge or performance of its duties and obligations under this Service Agreement. The Owner, to the extent permitted by law, agrees to hold harmless PWSA from any liabilities arising from the proven negligence, failure or refusal of Owner to discharge or perform its duties and obligations under this Service Agreement. Liability under licenses or permits relating to Water System shall remain with the Owner, subject to the first sentence of this paragraph.

11. Nothing set forth herein shall be deemed to be a waiver of sovereign immunity by either PWSA or the Owner and any claim under this indemnification shall be subject to all the immunities, defenses and limitations available under the Political Subdivision Tort Claims Act.

12. This O&M Agreement shall be for an initial term beginning on the date hereof and ending on December 31 of the following year; Provided, however, that the term of this O&M Agreement automatically shall be renewed, from year to year, for the following calendar year, without any affirmative action by the Owner or PWSA, unless the Owner or PWSA, on or before August 1 of any year, in writing, shall terminate this O&M Agreement effective as of December 31 of that year. The Parties agree that in the event that Owner intends to sell the Water and/or Wastewater System(s), Owner shall provide notice to PWSA and that PWSA shall have the right of first refusal to purchase or acquire the Water and/or Wastewater System to the extent allowed by law.

13. The Owner shall keep on file with PWSA, at all times, complete and current copies of all resolutions, including amendments, supplements or revisions, adopted by the Owner and in any manner pertaining to the Water and Wastewater System, including the current and future rates and charges adopted by the Owner. The Owner also shall cooperate with PWSA at all times in identifying and locating any portion or facility of the Water and Wastewater System, including maps, plans, designs or documentation, at the request of PWSA.

14. This O&M Agreement shall terminate upon the earliest of the following occurrences: (a) non-renewal as set forth in paragraph 12 hereof, (b) upon closing of any transaction to sell or convey the assets of the Owner, (c) upon mutual written agreement of the Parties hereto or (d) either Party's material breach of the terms of this O&M Agreement, provided, however, that the non-breaching Party provides written notice to the breaching Party and the breaching Party fails to correct the breach or commence appropriate action to correct the material breach within seven (7) days of the receipt of notice from the non-breaching Party. In the event of termination of this O&M Agreement due to sale or conveyance, the Owner and PWSA, promptly, but in no event more than ninety (90) days after the date of such closing, shall make final settlement with respect to this O&M Agreement and each shall do whatever properly and reasonably shall be necessary to effectuate and ensure an orderly transition in the change of the method of operation and maintenance of the Water and Wastewater System from PWSA to the Owner or the Owner's successor or assignor.

15. No delay or failure of performance by either Party shall constitute default hereunder or give rise to any claims for damage if, and to the extent, such delay or failure is caused by fire or other casualty, labor dispute or transportation delay not caused in any way by the affected Party, or by government or military action, inclement weather not reasonably anticipated, act of God,

pandemic, epidemic, failure of any government authority to timely review or to approve the services or to grant permits or approvals, or any other cause beyond the affected Party's reasonable control.

16. PWSA shall be deemed an independent contractor. It shall be specifically understood and agreed that this O&M Agreement shall in no way be construed as creating an employer-employee relationship between the Owner and PWSA or between the Owner and those hired and/or employed by PWSA. PWSA on behalf of itself, any of its employees and/or any subcontractor hereby waives any and all claims that may arise because of any alleged employer-employee relationship, including but not limited to such matters as pension rights, social security rights, insurance rights, etc. In addition, it is specifically understood and agreed that this Service Agreement shall in no way be construed as creating a sales and/or service relationship between PWSA and the customers of the Owner, nor shall this Service Agreement be construed as establishing PWSA as the operator of the Systems.

17. Any dispute arising out of or relating to this Agreement shall be resolved in accordance with the procedure set forth below:

- a. The Parties shall first attempt, in good faith, to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between their respective representatives. It is acknowledged and agreed that such good faith negotiations shall include receipt of third party claims and/or lawsuits filed against either Party, including but not limited to hold harmless requests under Paragraph 10 of this Agreement, arising from or relating to this Agreement. A Party may give the other Parties written notice of any such dispute and within ten (10) days after delivery of such notice, the receiving

Parties shall submit to the notice Party a written response within ten (10) days upon receipt of such notice. Promptly after the delivery of the written response, but within thirty (30) days of receiving the response, the representatives of the Parties shall meet at a mutually acceptable time and place and thereafter attempt to resolve the dispute. If the representatives are unable to resolve the dispute through negotiation as set forth herein, the dispute shall be escalated to the executive-level representatives of the Parties.

- b. If the dispute cannot be resolved through negotiation, within forty-five (45) days after the delivery of the written response as set forth above, the Parties shall endeavor to settle the dispute through mediation and shall collectively work together to select a mediator. If the parties are unable to agree upon the selection of a mediator, the parties shall utilize the Construction Industry Mediation Rules of the American Arbitration Association. The location of the mediation shall be in Pittsburgh, Pennsylvania. Unless otherwise agreed, the Parties shall collectively work together to select a mediator.
- c. If the dispute has not been resolved within ninety (90) days of the initiation of the mediation process as provided above, either party is permitted to file an action in the Court of Common Pleas of Allegheny County, Pennsylvania.
- d. Unless otherwise agreed in writing by the Parties, work contemplated under this Agreement shall continue pending final resolution of a dispute.

18. This O&M Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania.

19. If any provision hereof shall be held to be invalid, such invalidity shall not affect any other provision hereof, and the remaining provisions hereof shall be construed and shall be enforced as if such invalid provision had not been contained herein.

20. The Parties, from time to time, by mutual agreement, in writing, may amend or supplement this O&M Agreement, so that this O&M Agreement fully and completely may carry out the intent and purposes of the Owner and PWSA with respect to the Water and Wastewater System.

21. This O&M Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understanding or written or oral agreements between the Parties respecting the matters explicitly set forth in this O&M Agreement. This O&M Agreement does not modify or amend the terms of the Water Sales Agreement.

22. No delay or omission on the part of either Party in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to, or a waiver of, any right on any future occasion.

23. Each Party hereto intends that this O&M Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the Parties hereto.

24. This O&M Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Neither the Owner nor PWSA shall assign all or any part of their interest in this Agreement without prior written consent of the other Party and any permitted assignment shall not relieve the assigning Party of any of its liabilities or obligations under this O&M Agreement.

25. Subject to the requirements for authorization pursuant to the Intergovernmental Cooperation Act (53 Pa.C.S.A. § 2301, et seq.), this O&M Agreement shall be final and enforceable (the “Effective Date”) when (a) PWSA Board of Directors has authorized PWSA’s entry into this O&M Agreement through a vote of the majority of its Board of Directors and the execution of this O&M Agreement by PWSA’s Chief Executive Officer, Legal Counsel and Director of Finance, (b) Owner has caused this O&M Agreement to be executed in its name and on its behalf by the President or Vice President of its Board of Commissioners, and its official seal to be affixed hereto and attested by its Secretary or Assistant Secretary; and (c) after the approval or filing of this Agreement by or with the Pennsylvania Public Utilities Commission (“PUC”), if legally required. The PWSA agrees that it will submit this Agreement for PUC review and/or approval, as the same may be legally required, within ten (10) days of Owner’s execution of this Agreement, and that PWSA will take all good-faith actions needed to obtain such approval from or non-action by the PUC as promptly as possible. Before or after these events occur, either Party reserves the right to withdraw from this O&M Agreement, by providing at least fifteen days’ notice in writing to the other, if any other governmental entity asserts the authority to approve or revise this O&M Agreement.

26. This O&M Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, and such counterparts shall constitute but one and the same instrument.

[Signatures appear on next page]

IN WITNESS WHEREOF, THE PITTSBURGH WATER AND SEWER AUTHORITY has caused this O&M Agreement to be executed in its name and on its behalf by the Chief Executive Officer, and the TOWNSHIP OF RESERVE, Allegheny County, Pennsylvania, has caused this O&M Agreement to be executed in its name and on its behalf by the President or Vice President of its Board of Commissioners, and its official seal to be affixed hereto and attested by its Secretary or Assistant Secretary, all as of the day and year first above written.

THE PITTSBURGH WATER AND SEWER AUTHORITY

By: \_\_\_\_\_  
William Pickering  
Chief Executive Officer

Approved by The Pittsburgh Water and Sewer Authority Board on \_\_\_\_\_, 2023 at Board Agenda Item No. \_\_\_\_\_ of 2023.

Approved as to form:

\_\_\_\_\_  
Legal Counsel

\_\_\_\_\_  
Director of Finance

TOWNSHIP OF RESERVE,  
Allegheny County, Pennsylvania

By: \_\_\_\_\_  
President of Board of Commissioners

ATTEST:

\_\_\_\_\_  
(Assistant) Secretary

(SEAL)

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