

**RESERVE TOWNSHIP**  
**RESOLUTION 795**  
**REIMBURSEMENT AGREEMENT**

THIS REIMBURSEMENT AGREEMENT (**AGREEMENT**), made and entered into on this 6th day of Aug., 2025 and effective as of the **EFFECTIVE DATE**, as defined hereinbelow, between the County of Allegheny, a home rule political subdivision of the Commonwealth of Pennsylvania, (**COUNTY**) by and through its Department of Public Works with offices at 501 County Office Building, 542 Forbes Avenue, Pittsburgh, PA 15219 and the Township of Reserve acting through its Board of Commissioners and Township Manager (**MUNICIPALITY**).

**WITNESSETH:**

**WHEREAS**, in February of 2025, a ruptured waterline owned by the **MUNICIPALITY** resulted in damage to the pavement structure of **COUNTY**-owned Mt. Troy Road (**ROAD**) in **MUNICIPALITY**. Subsequent investigation on the part of the **COUNTY** and **MUNICIPALITY** found that the damage was more severe, and restoration more complicated than expected due to the presence of underground mines beneath the **ROAD** and the surrounding areas.

**WHEREAS**, the **COUNTY** and **MUNICIPALITY** embarked on a joint response to the pavement damage through cooperative implementation of necessary traffic controls, excavation, repairs to the damaged waterline, and temporary restoration of the damaged **ROAD** to ensure safe passage of vehicular traffic in an interim condition.

**WHEREAS**, the **COUNTY** and **MUNICIPALITY** desired permanent restoration work to commence as quickly as possible to remove the temporary traffic control and ensure that the roadway was open to unrestricted traffic for use as a detour route for another **COUNTY** project in the area. To that end, the **COUNTY** utilized an existing open-end construction contract to complete the permanent repairs in April-May of 2025, which included placing rock and concrete to fill mine-related voids beneath the pavement and restoration of the layered asphalt surface.

**WHEREAS**, given the unique circumstances of the situation and in the spirit of intergovernmental cooperation, the **COUNTY** and **MUNICIPALITY** agreed prior to the commencement of work to evenly split the costs of the permanent restoration performed by the **COUNTY**'s contractor.

**NOW THEREFORE, THIS AGREEMENT WITNESSETH:**

1. **Permanent Repair.** The **COUNTY** provided, through contract, the construction of the permanent repairs to the **ROAD**, which included excavation, installation of geotextile, rock, concrete and approximately 10" of asphalt material. Also included in the permanent restoration work was additional milling and paving of asphalt around the excavated and restored area to complete the repair. The specific items of work included in the repair and associated quantities are described herein and itemized in Exhibit A, which is attached and made part of this **AGREEMENT**.
2. **Reimbursement.** Upon execution of this **AGREEMENT**, the **MUNICIPALITY** shall pay to the **COUNTY** fifty percent (50) percent of the actual costs, an amount

of NINETEEN THOUSAND SIX HUNDRED TWENTY DOLLARS AND SEVENTY CENTS (\$19,620.70) for the work described herein and itemized in Exhibit "A", which is attached and made part of this Agreement. This amount represents the complete and final costs associated with the repair work due from the MUNICIPALITY and cannot be increased or otherwise modified.

3. **"As Is" Condition.** As the permanent repairs have been completed as of the date of execution of this AGREEMENT, the MUNICIPALITY accepts the permanent repair in an "as is" condition without warranty.
4. **Effective Date.** The EFFECTIVE DATE of this AGREEMENT shall be the date this AGREEMENT is fully executed by the MUNICIPALITY and accepted by the COUNTY's County Manager.
5. **Future Maintenance Responsibilities.** This AGREEMENT constitutes a cost sharing arrangement between the COUNTY and the MUNICIPALITY for permanent repair work performed to the ROAD and does not reassign maintenance responsibilities for any infrastructure in this area. Ownership and maintenance responsibilities for the ROAD, including pavement, pavement markings, drainage and other supporting highway features within the right-of-way for the ROAD remain with the COUNTY. Ownership and maintenance responsibilities for the waterline under the roadway remain with the MUNICIPALITY.
6. **Indemnification.** The MUNICIPALITY agrees to protect, defend, indemnify and save harmless the COUNTY, its elected officials, officers, appointees, and employees from and against any and all liability, damages, claims, suits and judgments of whatever nature including, but not limited to, claims for contributions and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this AGREEMENT. MUNICIPALITY's obligation to protect, defend, indemnify and save harmless as set forth in this paragraph, shall include any and all attorney's fees incurred by the COUNTY, in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorney's fees and investigation expenses incurred by COUNTY, its elected officials, officers, appointees and employees in enforcing and/or obtaining compliance with the provisions of this paragraph. Notwithstanding the foregoing, MUNICIPALITY will not be liable, nor will it protect, defend, indemnify or save harmless the COUNTY for the negligent acts of the COUNTY, its employees, or contractors for the performance or non-performance of the Permanent Repair or any other obligation arising from or connected in any way with the COUNTY's performance of this AGREEMENT.

The MUNICIPALITY further agrees to protect, defend, indemnify and save harmless the COUNTY, its elected officials, officers, appointees and employees from any claims against or liability for compensation under the Workmen's Compensation Act arising out of injuries sustained by any employees of the MUNICIPALITY or any licensees, contractors or sub-contractors of the MUNICIPALITY.

7. **Requests, Proposals, Notices.** All requests, proposals, notices and other communication hereunder shall be in writing unless otherwise specified herein and shall be sent or delivered by email (preferred) or by certified mail, return receipt requested, to the address set forth below (or other address as may be hereafter specified in writing).

TO COUNTY: Allegheny County Department of Public  
Works Room 501 County Office Building  
542 Forbes Avenue  
Pittsburgh, PA 15219  
ATTENTION: Stephen G. Shanley, PE, Director  
[Stephen.Shanley@AlleghenyCounty.us](mailto:Stephen.Shanley@AlleghenyCounty.us)

TO MUNICIPALITY: Reserve Township  
33 Lonsdale Street  
Pittsburgh, PA 15212  
ATTENTION: Jan Kowalski, CPA, Township  
Manager  
[manager@reservetwp.com](mailto:manager@reservetwp.com)

8. **Governing Law and Venue.** This AGREEMENT shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of laws. The Court of Common Pleas of Allegheny County, Pennsylvania shall have exclusive venue of any disputes, claims or suits arising under this AGREEMENT.
9. **Entire Agreement.** The terms, conditions and covenants of this AGREEMENT constitute the entire agreement between the parties with respect to the subject matter of this AGREEMENT and supersedes all prior discussions, understandings, agreements and negotiations with respect to the services.
10. **Adoption of Ordinances, Resolutions or Authorizations.** The parties hereto shall enact or adopt such ordinances, resolutions or authorizations as may be necessary to affect the purposes of this AGREEMENT.
11. **Integration and Merger.** This AGREEMENT and, if applicable, any attachments or exhibits when executed, approved and delivered, shall constitute the final, complete and exclusive agreement between the parties containing the terms and conditions agreed on by the parties. Representations, understandings, promises, and agreements pertaining to the subject matter of this AGREEMENT made prior to or at the time this AGREEMENT is executed are superseded by this AGREEMENT unless specifically accepted by any other term or provision of this AGREEMENT. No conditions precedent to the performance of this AGREEMENT exist, except as expressly set forth in this AGREEMENT.
12. **Further Assurances.** Each party shall execute and deliver such further writings or cause to perform such further acts as may be necessary or as the other party may

reasonably request to carry out the purposes of this AGREEMENT.

**IN WITNESS WHEREOF** and intending to be legally bound hereby, the parties hereto have executed this Agreement as of the date set forth herein.

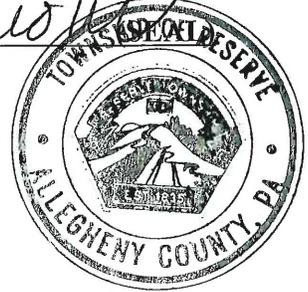
**ATTEST:**

**MUNICIPALITY:  
RESERVE TOWNSHIP**

Jan Kowalski  
TITLE: \_\_\_\_\_

Ronald S. Newsham  
TITLE: \_\_\_\_\_

Date: August 6, 2025



AGREEMENT NUMBER: \_\_\_\_\_

**IN WITNESS WHEREOF**, the County of Allegheny has, by virtue of an Executive Action duly authorized by its County Manager, caused this Contract to be signed by the County Manager, and the MUNICIPALITY has caused this contract to be signed by the proper person, persons, or officers.

**COUNTY OF ALLEGHENY**

BY: \_\_\_\_\_  
John Fournier Date  
County Manager

**APPROVED BY DIRECTOR**

\_\_\_\_\_  
Stephen Shanley Date  
Director  
Allegheny County Department of Public Works

**APPROVED AS TO FORM**

\_\_\_\_\_  
Rosalyn Guy-McCorkle Date Assistant Allegheny County Solicitor Date  
Allegheny County Solicitor

## Exhibit A

### 2025 Mt Troy Road Emergency Repair

Item #	Item Description	Quantity	Unit	Unit Price	Total Price
4203-0001	Class 1 Excavation	70	Cubic Yards	\$125.00	\$8,750.00
0212-0014	Geotextile, Class 4, Type A	25	Square Yards	\$4.00	\$100.00
0205-0264	Selected Borrow Excavation Rock, Class R-4	25	Cubic Yards	\$81.00	\$2,025.00
0313-0437	Superpave Asphalt Mixture Design, Base Course, PG 64S-22, 0.3 to < 3 Million ESALs, 25 MM Mix, 6" Compacted Depth	52	Tons	\$130.00	\$6,760.00
0413-0250	Superpave Asphalt Mixture Design, Wearing Course, PG 64S-22, 0.3 to < 3 Million ESAL, 9.5 MM Mix, 1 ½" Depth, SRL-H	46	Square Yards	\$21.40	\$984.40
0413-6045	Superpave Asphalt Mixture Design, Binder Course, PG 64S-22, 0.3 to < 3 Million ESALs, 19.0 MM Mix, 2 ½" Compacted Depth	46	Square Yards	\$27.00	\$1,242.00
4350-0121	Subbase (No. 2A)	22	Tons	\$65.00	\$1,430.00
0491-0018	Milling of Asphalt Pavement Surface, 4" Depth, Milled Material Retained by Contractor	29	Square Yards	\$20.00	\$580.00
0608-0001	Mobilization	1	Lump Sum	\$10,000.00	\$10,000.00
1001-1120	Class C Cement Concrete	10	Cubic Yards	\$462.00	\$4,620.00
9000-0033	Trench Box for Excavation / Compaction	1	Lump Sum	\$2,750.00	\$2,750.00

Grand Total = \$39,241.40

Amount Due by Reserve Township (50%) = \$19,620.70