

RESERVE TOWNSHIP  
RESOLUTION 796

**REIMBURSEMENT AGREEMENT  
BETWEEN THE TOWNSHIP OF RESERVE AND THE PITTSBURGH WATER AND  
SEWER AUTHORITY**

THIS AGREEMENT, made and entered into as of

August 6, 2025,

by and between the

**THE TOWNSHIP OF RESERVE**, a body politic and corporate organized and existing under the laws of the Commonwealth of Pennsylvania, having offices at 33 Lonsdale Street, Pittsburgh, PA 15212 (hereinafter, "Reserve").

**AND**

**THE PITTSBURGH WATER AND SEWER AUTHORITY D/B/A PITTSBURGH WATER**, a municipal authority under the laws of the Commonwealth of Pennsylvania, located at Penn Liberty Plaza 1, 1200 Penn Avenue, Pittsburgh, PA 15222 (hereinafter, "Pittsburgh Water") (Both Reserve and Pittsburgh Water collectively the "Parties and individually a "Party").

**WITNESSETH:**

**WHEREAS**, Pittsburgh Water is completing restoration work in the area of Millvale located at Colton Street and Elizabeth Street as set forth in Exhibit B; and

**WHEREAS**, Reserve has requested that Pittsburgh Water complete additional milling and paving on that portion of Elizabeth Street identified on Exhibit C ("Work"); and

**WHEREAS**, Reserve has agreed to provide a lump-sum reimbursement to Pittsburgh Water in the amount of Six Thousand Six Hundred Ninety Two Dollars and No Cents (\$6,692.00).

**WHEREAS**, this Agreement outlines the respective duties and entitlements of the Parties.

**NOW, THEREFORE**, in consideration of the mutual covenants within this Agreement and intending to be legally bound by the conditions of this Agreement, the parties agree that:

1. **INCORPORATION.**

- A. The above recital clauses are incorporated herein by reference.
- B. The attached exhibits are fully incorporated as part of this Agreement.

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2. **SCOPE OF WORK.** Subject to all terms and conditions set forth below and within the attached **Exhibits A and B** incorporated herein,
  - A. Reserve will:
    - i. Provide Pittsburgh Water with the milling and paving specifications that are applicable to the Work; and
    - ii. Reimburse Pittsburgh Water in the amount of Six Thousand Six Hundred Ninety Two Dollars and No Cents (\$6,692.00), which represents the cost Pittsburgh Water will incur to have its contractor perform the Work.
  - B. Pittsburgh Water will:
    - i. Require its contractor to perform the Work, in accordance with the milling and paving specifications provided by Reserve; and
    - ii. Pay the construction contractor for the Work.
3. **TERM OF AGREEMENT.** The term of this Agreement will be from the effective date until the completion of the full scope of work contemplated by this Agreement, or one (1) year, whichever duration is shorter.
4. **EFFECTIVE DATE.** Subject to applicable provisions of the Pennsylvania Public Utility Code, the term of this Agreement will commence on the earliest date allowed under the applicable law.
5. **FUNDING AND PAYMENT.** Reserve agrees to reimburse Pittsburgh Water in the amount of Six Thousand Six Hundred Ninety Two Dollars and No Cents (\$6,692.00) upon receipt of an invoice from Pittsburgh Water within thirty (30) days after completion of the Work.
6. **MONITORING AND EVALUATION.** All Work contemplated by this Agreement will be subject to monitoring and evaluation by both Reserve and Pittsburgh Water or their authorized representatives.
7. **TIME OF PERFORMANCE.** The Work is tentatively planned for completion by end of August 2025.
8. **CHOICE OF LAW AND VENUE.** This Agreement will, in all respects, be governed by the laws of the Commonwealth of Pennsylvania. Venue, for the adjudication of any legal dispute, will lie in the state and federal courts located in Allegheny County, Pennsylvania.
9. **AMENDMENT.** This Agreement contains all terms and conditions agreed upon by the Parties. No other agreement, oral or otherwise, regarding the subject matter of this Agreement, will bind the Parties. This Agreement may not be changed, modified, discharged or extended except by written amendment, executed by the parties.
10. **TERMINATION.** Pittsburgh Water or Reserve may individually terminate this Agreement with thirty (30) days' advance written notice of the intention to terminate to the



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expenditures referenced herein will take place via separate contracts with independent contractors.

18. **LIABILITY OF RESERVE.** The maximum liability of Reserve hereunder is limited to Six Thousand Six Hundred Ninety Two Dollars and No Cents (\$6,692.00).
19. **RESERVE AUTHORIZING RESOLUTION.** This Agreement is entered into by Reserve pursuant to Resolution No. 796 approved on August 6, 2025.
20. **PITTSBURGH WATER AUTHORIZATION.** Pittsburgh Water's authorization is conditioned upon the approval of this Agreement by the Pennsylvania Public Utilities Commission ("PUC"), if legally required; Pittsburgh Water agrees that it will submit this Agreement for PUC review and/or approval, as the same may be legally required and that Pittsburgh Water will take all good-faith actions needed to obtain such approval from the PUC as promptly as possible.

**[SIGNATURES FOLLOW ON THE NEXT PAGE.]**

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**IN WITNESS, WHEREOF**, the parties have duly executed this Agreement on the day and year first above written.



**PITTSBURGH WATER**

By: \_\_\_\_\_  
Chief Executive Officer

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
PITTSBURGH WATER Legal Counsel

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TOWNSHIP OF RESERVE

By: Jan Kowalski  
Township Manager



EXAMINED BY: \_\_\_\_\_

APPROVED AS TO FORM: \_\_\_\_\_

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**EXHIBIT A**  
**COST BREAKDOWN**

MILLING COST: MELE CHARGES \$8 PER SY

- R-8:  $(90 \times 14 \text{ FT}) / 9 = 140 \text{ SY} \times \$6 = \$840$

BINDER COURSE COST: MELE CHARGES \$125 PER TON

- R-12:  $[(90 \times 14) / 9 \times 2''] \times 110 \text{ LBS} / 2000 \text{ LBS} = 15.4 \text{ TONS} \times \$125 = \$1925$

WEARING COURSE COST: MELE CHARGES \$150 PER TON

- R-11:  $[(90 \times 14 \text{ FT}) / 9 \times 1.5''] \times 110 \text{ LBS} / 2000 \text{ LBS} = 11.55 \text{ TONS} \times \$150 = \$1732$

WEARING COURSE FOR WEDGE CURB: MELE CHARGES \$150 PER TON

- R-11:  $[(90 \times 1 \text{ FT}) / 9 \times 6''] \times 110 \text{ LBS} / 2000 \text{ LBS} = 3.3 \text{ TONS} \times \$150 = \$495$

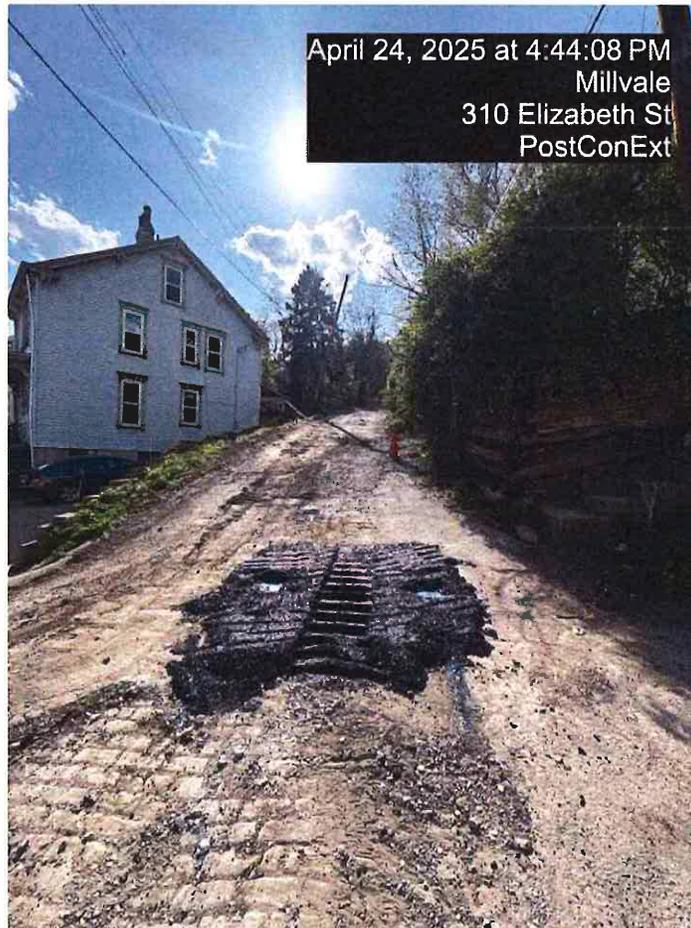
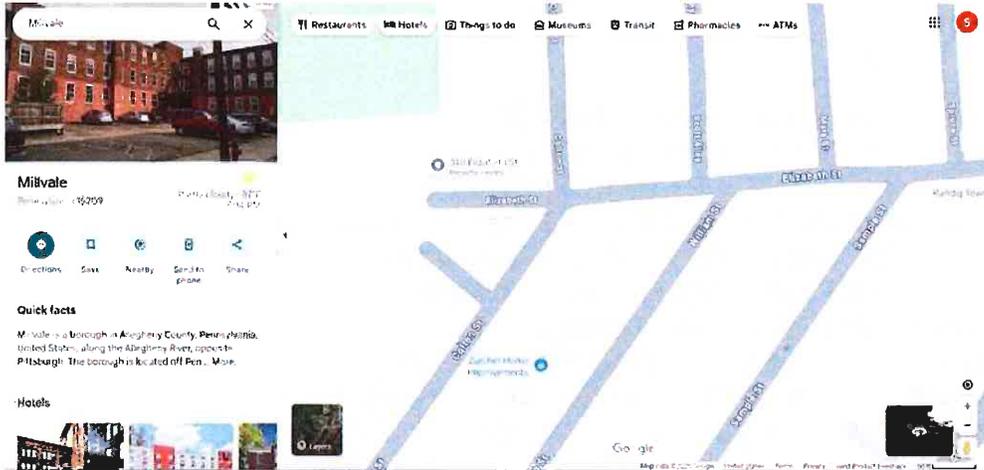
FLAGGER HOUR COST: MELE CHARGES \$85 PER MHR

- 2 FLAGGERS  $\times 10 \text{ HRS} = 20 \text{ MHR} \times \$85 = \$1700$

**TOTAL COST: \$6692.00**

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EXHIBIT B  
WORK



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EXHIBIT C  
WORK LOCATION ON PENNDOT LIQUID FUELS MAP  
(HIGHLIGHTED IN ORANGE)

