



### AGENDA ITEM

Originating Department: Administration/Legal Phone: X 8025  
 Department Contact: Shannon Barkley E-mail: SBarkley@pgh2o.com  
 Date: May 24, 2019

- AGENDA ITEM** 93 Approving entering into an Amendment to an Agreement of November 20, 1974, by and among ALCOSAN, the City of Pittsburgh, the Western Westmoreland Municipal Authority ("WWMA"), the Township of North Huntingdon, the North Huntingdon Township Municipal Authority ("NHTMA"), the Township of Penn, the Penn Township Sewage Authority ("PTSA") and the PWSA.

**STATEMENT OF THE ISSUE:**

The Township of North Huntingdon, the North Huntingdon Township Municipal Authority ("NHTMA"), ALCOSAN, the City of Pittsburgh (City), the Western Westmoreland Municipal Authority ("WWMA"), the Township of Penn and the Penn Township Sewage Authority ("PTSA") wish to amend the November 20, 1974 Agreement by and among ALCOSAN, the City of Pittsburgh, the Western Westmoreland Municipal Authority ("WWMA"), the Township of North Huntingdon, the North Huntingdon Township Municipal Authority ("NHTMA"), the Township of Penn, the Penn Township Sewage Authority ("PTSA"), to remove WWMA from the Agreement; to transfer WWMA's responsibilities to NHTMA; and to redefine the Agreement's service area.

There will be no impact on the PWSA service area and there will be no additional flow into the PWSA lines. After the PWSA has approved the Amendment, this agreement will be presented to the City of Pittsburgh for approval.

**FINAL BOARD APPROVAL:  
ADOPTED MAY 24, 2019**

James Turner, Secretary



## AGENDA ITEM REPORT

**AGENDA ITEM #:** 93

**DATE:** May 24, 2019

**TO:** PWSA Board of Directors

**SUBJECT:** Approving entering into an Amendment to an Agreement of November 20, 1974, by and among ALCOSAN, the City of Pittsburgh, the Western Westmoreland Municipal Authority ("WWMA"), the Township of North Huntingdon, the North Huntingdon Township Municipal Authority ("NHTMA"), the Township of Penn, the Penn Township Sewage Authority ("PTSA") and the PWSA.

### **STATEMENT OF THE ISSUE:**

The Township of North Huntingdon, the North Huntingdon Township Municipal Authority ("NHTMA"), ALCOSAN, the City of Pittsburgh (City), the Western Westmoreland Municipal Authority ("WWMA"), the Township of Penn and the Penn Township Sewage Authority ("PTSA") wish to amend the November 20, 1974 Agreement by and among ALCOSAN, the City of Pittsburgh, the Western Westmoreland Municipal Authority ("WWMA"), the Township of North Huntingdon, the North Huntingdon Township Municipal Authority ("NHTMA"), the Township of Penn, the Penn Township Sewage Authority ("PTSA"), to remove WWMA from the Agreement; to transfer WWMA's responsibilities to NHTMA; and to redefine the Agreement's service area.

WWMA, NHTMA, the Township of North Huntingdon, PTSA, the Township of Penn and ALCOSAN have already approved the Amendment.

The PWSA is being asked to be a party to this Amendment because the PWSA has assumed responsibility for the City's water and sewer systems as a result of the Capital Lease Agreement between the City and PWSA effective July 27, 1995.

This proposed Amendment was approved by the ALCOSAN Board on March 28, 2019.

There will be no impact on the PWSA service area and there will be no additional flow into the PWSA lines. After the PWSA has approved the Amendment, this agreement will be presented to the City of Pittsburgh for approval.

### **RECOMMENDED ACTION:**

It is recommended that the Board approve the Amendment to the Agreement of November 20, 1974, by and among ALCOSAN, the City of Pittsburgh, the Western Westmoreland Municipal Authority ("WWMA"), the Township of North Huntingdon, the North Huntingdon Township Municipal Authority ("NHTMA"), the Township of Penn, the Penn Township Sewage Authority ("PTSA") and the PWSA.



**ALTERNATIVES:**

If PWSA does not enter into this Amendment to the Agreement of November 20, 1974, by and among ALCOSAN, the City of Pittsburgh, the Western Westmoreland Municipal Authority ("WWMA"), the Township of North Huntingdon, the North Huntingdon Township Municipal Authority ("NHTMA"), the Township of Penn, the Penn Township Sewage Authority ("PTSA") and the PWSA, the City will not have the PWSA's guidance and advice as to whether the City should approve and enter into this Agreement. This would be a break with the prior precedent of the PWSA being a signatory to the Amendment.

**MBE/WBE/VBE/SDVBE STATUS:**

Not Applicable.

**FINANCIAL IMPACT OF RECOMMENDATION:**

<b>Total Cost</b>				
<b>Frequency of Expenditure</b>	<input type="checkbox"/> One-Time		<input type="checkbox"/> Multi-Year	
<b>Funding Source</b>	<input type="checkbox"/> Operating	<input type="checkbox"/> Capital	<input type="checkbox"/> Grant	<input type="checkbox"/> Other:
<b>Is this item budgeted?</b>	<input type="checkbox"/> Yes		<input type="checkbox"/> No	

<b>Account Information</b>	
Operating Budget:	
<i>Operating Account</i>	
Capital Budget:	
<i>Capital Project Name &amp; Project Number</i>	
<i>Current Budget</i>	\$
<i>Current Commitments</i>	\$
<i>New Commitments (Pending Board Approval)</i>	\$
<i>Remaining Budget (Current Budget - All Commitments)</i>	\$

<b>Additional Costs (if applicable)</b>	
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**DOCUMENTS ATTACHED:**

- ALCOSAN Board Resolution #2019-3-1, passed and adopted March 28, 2019.
- Draft of the proposed Amendment to the Agreement of November 20, 1974, by and among ALCOSAN, the City of Pittsburgh, the Western Westmoreland Municipal Authority ("WWMA"), the Township of North Huntingdon, the North Huntingdon Township Municipal Authority ("NHTMA"), the Township of Penn, the Penn Township Sewage Authority ("PTSA") and the PWSA, captioned as "ALCOSAN Service Agreement Amendment".

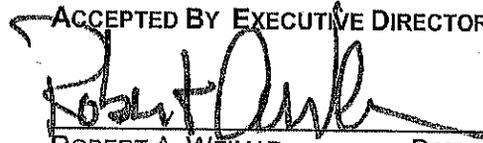


**FOR MORE INFORMATION:**

Staff contact: Shannon Barkley  
Phone: X 8025  
E-mail: SBarkley@pgh2o.com

**LEGAL REVIEW**

\_\_\_\_\_  
DATE

ACCEPTED BY EXECUTIVE DIRECTOR  
  
\_\_\_\_\_  
ROBERT A. WEIMAR                      DATE                      5-16-19

OFFICIAL

**ALLEGHENY COUNTY SANITARY AUTHORITY  
RESOLUTION NO. 2019-3-1**

A RESOLUTION OF THE ALLEGHENY COUNTY SANITARY AUTHORITY, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE ALCOSAN SERVICE AGREEMENT AMENDMENT BY AND AMONG THE CITY OF PITTSBURGH, THE PITTSBURGH WATER AND SEWER AUTHORITY, THE WESTERN WESTMORELAND MUNICIPAL AUTHORITY, THE NORTH HUNTINGDON TOWNSHIP MUNICIPAL AUTHORITY, THE TOWNSHIP OF NORTH HUNTINGDON, THE PENN TOWNSHIP SEWAGE AUTHORITY, AND THE TOWNSHIP OF PENN REGARDING THE CAVETTESVILLE-ARDARA AREA.

WHEREAS, the City of Pittsburgh ("Pittsburgh"), Allegheny County Sanitary Authority ("ALCOSAN"), the Western Westmoreland Municipal Authority ("WWMA"), the North Huntingdon Township Municipal Authority ("NHTMA"), the Township of North Huntingdon ("North Huntingdon"), the Penn Township Sewage Authority ("PTSA"), and the Township of Penn ("Penn Township") are the parties to an agreement with an effective date of November 20, 1974 ("ALCOSAN Service Agreement") which defines areas within North Huntingdon and Penn Township for which ALCOSAN is designated as the sole and exclusive agency to provide sewage treatment and disposal service for the Cavettesville-Ardara Area as defined in the ALCOSAN Service Agreement; and

WHEREAS, there is currently pending in the Court of Common Pleas of Westmoreland County, Pennsylvania litigation filed at case No. 9494 of 2009, to which ALCOSAN is not a party, regarding alleged violations by NHTMA of certain covenants and agreements set forth in the agreement constituting the WWMA as the same is further detailed in the litigation referenced; and

WHEREAS, NHTMA is pursuing the assignment and transfer of its certain sewage facilities ("C-A Facilities") flowing in North Huntingdon Township as currently owned and operated by WWMA for the transportation and treatment of sewer flows with the same to be ultimately conveyed into the ALCOSAN system; and

WHEREAS, as part of the actions required to effectuate transfer and conveyance of the C-A Facilities from WWMA to NHTMA, the parties have agreed that: (1) the ALCOSAN Service Agreement be amended and supplemented to provide that WWMA be released from and no longer be a party to the ALCOSAN Service Agreement, (2) that the exhibit depicting the Cavettesville-Ardara Area be modified to reflect the current provision of sewer service between ALCOSAN and NHTMA, and (3) that NHTMA shall assume the responsibilities of WWMA under and pursuant to the ALCOSAN Service Agreement; and

WHEREAS, after extensive negotiations overseen by Judge Marsili between ALCOSAN, WWMA, NHTMA, North Huntingdon, PTSA, and Penn Township, an agreement has been developed relating to an amendment to the ALCOSAN Service Agreement and the modification of the exhibit depicting the Cavettesville-Ardara Area ("ALCOSAN Service Agreement Amendment"); and

WHEREAS, ALCOSAN has received confirmation from WWMA, NHTMA, North Huntingdon, PTSA, and Penn Township that their respective governing bodies have properly authorized the execution of the ALCOSAN Service Agreement Amendment, contingent upon the approval of all parties; and

WHEREAS, although not a party to the ALCOSAN Service Agreement, the Pittsburgh Water and Sewer Authority ("PWSA") is considered a party to the ALCOSAN Service Agreement and the ALCOSAN Service Agreement Amendment because of the Capital Lease Agreement between Pittsburgh and the PWSA; and

WHEREAS, following approval of this Resolution, PWSA will consider and vote on the ALCOSAN Service Agreement Amendment, and then the Pittsburgh will do the same; and

WHEREAS, due to the PWSA's status as a public utility and its oversight by the Pennsylvania Public Utility Commission ("PUC"), the ALCOSAN Service Agreement Amendment will not be effective until thirty (30) days after the PWSA has filed a fully executed copy thereof with the PUC or, if the PUC institutes an investigation, at such time as the PUC grants its approval; and

WHEREAS, the PWSA will file a copy of the fully executed ALCOSAN Service Agreement Amendment with the PUC within ten (10) days of its execution by all parties.

NOW, THEREFORE, the Board of Directors of ALCOSAN hereby resolves as follows, incorporating the above recitals by reference:

**Section 1.** The Executive Director is authorized and directed to finalize and then execute the ALCOSAN Service Agreement Amendment between and among ALCOSAN, Pittsburgh, PWSA, WWMA, NHTMA, North Huntingdon, PTSA, and Penn Township in the general form as attached hereto, made a part hereof by reference, and marked as Exhibit "A". The ALCOSAN Service Agreement Amendment will not be effective until thirty (30) days after the PWSA has filed a fully executed copy thereof with the PUC or, if the PUC institutes an investigation, at such time as the PUC grants its approval.

**Section 2.** This Resolution shall take effect immediately.

**RESOLVED and ADOPTED** this 28th day of March, 2019, by the Board of Directors of the Allegheny County Sanitary Authority in lawful session duly assembled.

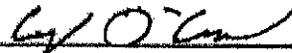
ATTEST:

ALLEGHENY COUNTY SANITARY AUTHORITY



Name: Harry J. Readshaw

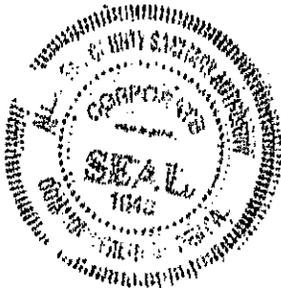
Title: Secretary

By: 

Name: Corey O'Connor

Title: Vice Chair

(Seal)



**EXHIBIT "A"**

**ALCOSAN Service Agreement Amendment**

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## ALCOSAN SERVICE AGREEMENT AMENDMENT

THIS ALCOSAN SERVICE AGREEMENT AMENDMENT (this "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by, between and among the City of Pittsburgh (hereinafter referred to as "Pittsburgh"), the Pittsburgh Water and Sewer Authority (hereinafter referred to as "PWSA"), Allegheny County Sanitary Authority (hereinafter referred to as "ALCOSAN"), the Western Westmoreland Municipal Authority (hereinafter referred to as "WWMA"), the North Huntingdon Township Municipal Authority (hereinafter referred to as "NHTMA"), the Township of North Huntingdon (hereinafter referred to as "North Huntingdon"), the Penn Township Sewage Authority (hereinafter referred to as "PTSA") and the Township of Penn (hereinafter referred to as "Penn Township") and collectively hereinafter referred to as ("the Parties").

### Recitals:

WHEREAS, Pittsburgh, ALCOSAN, WWMA, NHTMA, North Huntingdon, PTSA and Penn Township are the parties to an agreement with an effective date of November 20, 1974 (hereinafter referred to as "ALCOSAN Service Agreement"); and

WHEREAS, although not a party to the ALCOSAN Service Agreement, the PWSA is considered a party to this Agreement and the ALCOSAN Service Agreement as a result of the Capital Lease Agreement between Pittsburgh and the PWSA, effective July 27, 1995, under which Pittsburgh agreed to lease to the PWSA the "Leased Property" consisting of (i) the entire network of water and sewage transmission pipelines, all water storage facilities, and certain land and buildings; (ii) all fixtures relating to the Real Property as defined in the Capital Lease Agreement; (iii) all equipment used in connection with or related to the operation of the System; (iv) all water and sewage pipelines dedicated by the builders or developers after July 27, 1995, and all assets associated with or used in connection with such pipelines; (v) all spare parts wherever located and used in connection with the operation of the Equipment; and (vi) all inventory used in connection with the operation of the Equipment; and

**WHEREAS**, pursuant to the ALCOSAN Service Agreement the Parties agreed that ALCOSAN would provide "sewage service", as defined in the ALCOSAN Service Agreement to the "Cavettsville-Ardara Area," as also defined and depicted in the ALCOSAN Service Agreement, pursuant to the terms and provisions therein; and

**WHEREAS**, WWMA constructed and installed a pump station and interceptor line (hereinafter the "C-A Facilities") in 1978 pursuant to the ALCOSAN Service Agreement to transport sewage flows from a portion of Cavettsville-Ardara Area in North Huntingdon Township, which facilities were connected to the ALCOSAN interceptor line to enable ALCOSAN to provide sewage service to the portion of North Huntingdon served; and

**WHEREAS**, since 1978 the only properties served by the C-A Facilities have been properties in North Huntingdon Township; and

**WHEREAS**, the parties to this Agreement, with the exception of Pittsburgh and ALCOSAN, and certain other municipalities and municipal authorities (hereinafter collectively referred to as the "WWMA parties") are parties to a service agreement, as amended, (hereinafter collectively referred to as the "WWMA Service Agreement"); and

**WHEREAS**, the WWMA parties, pursuant to a Seventh Amendment to the WWMA Service Agreement have agreed that the ownership and responsibilities of the C-A Facilities and the Cavettsville-Ardara Area be transferred and conveyed to NHTMA; and

**WHEREAS**, there are two project areas depicted on Exhibit "A" to the Seventh Amendment to the WWMA Service Agreement within the Cavettsville-Ardara Area that flow to NHTMA rather than to ALCOSAN and that were the subject of litigation between WWMA and NHTMA but not ALCOSAN; and

**WHEREAS**, as part of the actions required to effectuate transfer and conveyance of the C-A Facilities from WWMA to NHTMA, the WWMA parties have agreed that the ALCOSAN Service Agreement be amended and supplemented to provide that WWMA be released from and no longer be a party to the ALCOSAN Service Agreement; and further that NHTMA shall assume the responsibilities of WWMA under and pursuant to the ALCOSAN Service Agreement; and

**WHEREAS**, the parties hereto desire to enter into this Agreement to effectuate the matters set forth in the above recitals.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual agreements, covenants and conditions set forth herein, and for other good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound hereby, agree as follows:

1. The foregoing recitals are true and correct and are hereby fully incorporated by reference and made a part of this Agreement.
  
2. ALCOSAN hereby acknowledges and agrees that WWMA has fulfilled all of its duties and responsibilities under the ALCOSAN Service Agreement; and, except for the final payments of any currently outstanding billings from ALCOSAN to WWMA, paid all sums due to ALCOSAN. In consideration of the mutual covenants set forth herein, ALCOSAN does hereby knowingly, willingly, irrevocably, fully, finally and forever release, remise, acquit, settle and discharge WWMA from any and all past, present and future liabilities, claims, actions, causes of action, rights, demands, suits, contracts, obligations, promises, controversies, damages, costs, expenses, fines, penalties, losses, fees and all other claims whatsoever in nature and kind, character or description, direct or indirect, actual or alleged, that ALCOSAN ever had or now has against WWMA; and further, ALCOSAN and the other parties here acknowledge and agree that WWMA has discussed and disclosed to ALCOSAN any and all connections to NHTMA, Penn Township, Trafford and/or WWMA sewage facilities within the Cavettsville-Ardara Area, and, after the effective date of this Agreement, WWMA shall no longer be a party to the ALCOSAN Service Agreement.

3. In consideration of the mutual covenants set forth herein, WWMA does hereby knowingly, willingly, irrevocably, fully, finally and forever release, remise, acquit, settle and discharge ALCOSAN from any and all past, present and future liabilities, claims, actions, causes of action, rights, demands, suits, contracts, obligations, promises, controversies, damages, costs, expenses, fines, penalties, losses, fees and all other claims whatsoever in nature and kind, character or description, direct or indirect, actual or alleged, whether known or unknown, that WWMA ever had, now has or may have against ALCOSAN.

4. The parties covenant and agree that any provisions and terms of the ALCOSAN Service Agreement which placed an obligation, responsibility or duty of or by WWMA, whether individually, jointly or severally, are hereby transferred to and accepted and assumed by NHTMA.

5. Upon the Effective Date of this Agreement, the "Cavettsville-Ardara Area" as described and depicted in the ALCOSAN Service Agreement is hereby modified such that the "Cavettsville-Ardara Area" shall be as depicted on the map attached hereto as Exhibit "1" and incorporated herein. ALCOSAN shall continue to be the sole and exclusive agency to provide sewage treatment and disposal services to the Cavettsville-Ardara Area and to all water users therein who or which discharge sewage or wastes into municipal or authority sewers in accordance with the ALCOSAN Service Agreement.

6. Other than as specifically set forth herein, nothing contained in this Agreement is intended to affect, impair, change, alter or amend any of the terms or provisions of the ALCOSAN Service Agreement by, between and among the parties and such agreement shall remain in full force and effect and shall remain fully binding on ALCOSAN and the others parties, except WWMA, in accordance with the terms of the ALCOSAN Service Agreement. This Agreement is based upon the specific circumstances between NHTMA and WWMA and shall not be used by any of the Parties as a precedent to resolve any future service area or similar disputes. Notwithstanding the foregoing, at ALCOSAN's sole discretion the penalty for any party's breach of the exclusive provider provision in this Agreement shall be a charge equivalent to ALCOSAN's applicable capital fee plus an additional 10%, which shall be payable by the

party in breach within 45 days of written notification by ALCOSAN, in addition to all costs related to further modifying the Cavettsville-Ardara Area.

7. Each of the parties acknowledges, represents, warrants, confirms, covenants and agrees as follows:

i. Each party has carefully read and understood the effect of this Agreement.

ii. Each party has obtained or had full and fair opportunity to obtain the assistance of separate legal counsel in carefully reviewing, discussing and considering all terms of this Agreement.

iii. Each party's execution of this Agreement is not based upon reliance on any representation, understanding or agreement not expressly set forth herein.

iv. The other parties have made no representations, warranties, covenants or agreements not expressly set forth herein.

v. Each party executes this Agreement as a free and voluntary act, without any duress, coercion or undue influence exerted by or on behalf of any other party.

~~vi. This Agreement constitutes the entire settlement and release agreement of and between and among the parties and is a final and complete release of those matters set forth herein.~~

vii. This Agreement constitutes the legal, valid and binding obligation of each party and is fully enforceable against each party in accordance with its terms.

8. This Agreement constitutes the full and complete understanding and agreement of the parties and terminates and supersedes all other or prior written or oral agreements or understandings between the parties. There are no unwritten oral agreements between or among the parties to this Agreement. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless in writing and signed by the party against whom it is sought to be enforced.

9. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective representatives, successors, assigns, successors in interest, predecessors in interest, members, managers, employees, officers, directors, and anyone else claiming by, through or under any one of the undersigned parties.

10. This Agreement shall take effect as of the date of the last signature hereto (the "Effective Date").

11. This Agreement is considered to be drafted jointly by WWMA, NHTMA, and ALCOSAN, and no uncertainty or ambiguity found in the terms hereof shall be construed for or against any party based upon an attribute of drafting by any one party.

12. This Agreement is made and entered into in the Commonwealth of Pennsylvania and shall in all respects be interpreted, constructed, enforced and governed by and under the laws of the Commonwealth of Pennsylvania without regard to its conflict of law provisions.

13. Each party to this Agreement agrees to cooperate fully, to undertake any and all actions; and to execute any and all additional documents that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

14. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or electronic mail and shall become effective and binding upon the Parties at such time as all the signatories hereto have signed the original or a counterpart of this Agreement.

15. By signing below, each signatory to this Agreement expressly warrants and agrees that he or she is authorized to sign on behalf of the respective Party. PWSA is authorized to enter into this Agreement by Resolution No. \_\_\_\_, adopted at a regular meeting of its Board of Directors held on \_\_\_\_\_, 201\_\_, attached hereto as Exhibit "2" and incorporated herein.

PITTSBURGH is authorized to enter into this Agreement by Pittsburgh City Council Resolution No. \_\_\_\_\_, effective \_\_\_\_\_, 201\_, attached hereto as Exhibit "3" and incorporated herein.

16. Each party represents and warrants to the other that it has taken any and all actions required and necessary in order to enter into this Agreement; that all such actions have not been revoked, altered, modified or invalidate; and that all such actions remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their respective authorized officials, acknowledge to have carefully read this Agreement, understand, accept and agree to all of the provisions contained herein, and, intending to be legally bound hereby, have signed this Agreement as each's own free act and deed, being fully aware of its final and binding effect.

ATTEST:

CITY OF PITTSBURGH

\_\_\_\_\_  
Secretary to the Mayor

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Director, Department of Public Works

Approved as to form:

\_\_\_\_\_  
City Solicitor

Countersigned:

\_\_\_\_\_  
Controller

**ATTEST:**

**PITTSBURGH WATER AND SEWER  
AUTHORITY**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)

**ATTEST:** (SEAL)

**ALLEGHENY COUNTY  
SANITARY AUTHORITY:**

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Date: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:** (SEAL)

By: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:** (SEAL)

By: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:** (SEAL)

By: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:** (SEAL)

By: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**WESTERN WESTMORELAND  
MUNICIPAL AUTHORITY:**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**NORTH HUNTINGDON  
TOWNSHIP MUNICIPAL AUTHORITY:**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**TOWNSHIP OF NORTH HUNTINGDON:**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**PENN TOWNSHIP SEWAGE AUTHORITY:**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:** (SEAL)

**TOWNSHIP OF PENN:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

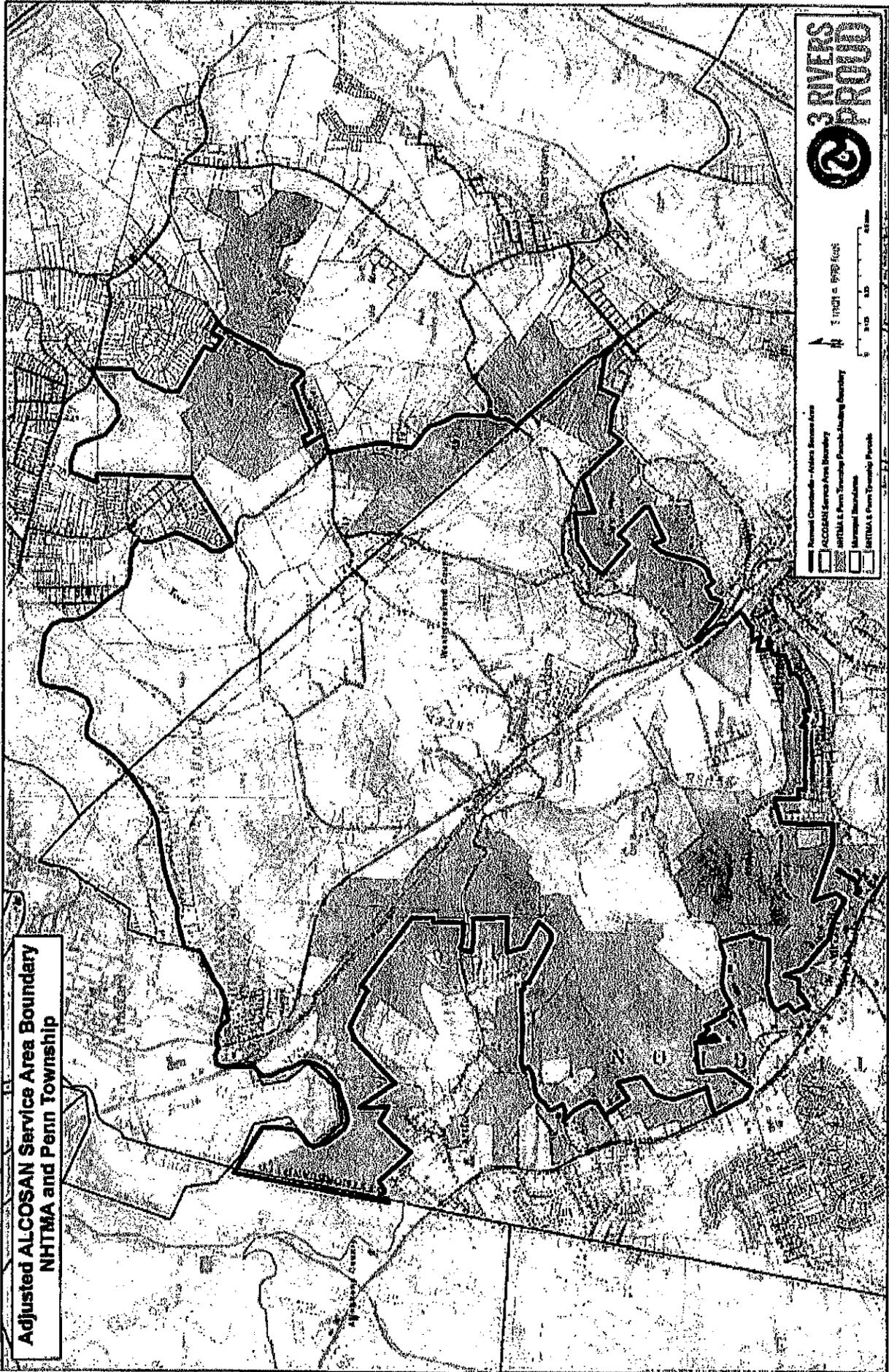
**EXHIBIT "1"**

**ALCOSAN Service Agreement Amendment**

**Cavettesville -- Ardara Area**

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**Adjusted ALCOSAN Service Area Boundary  
NHTMA and Penn Township**



Scale: 1 inch = 0.5 miles  
0 0.125 0.25 0.375 0.5

- Revised Chatham-Peters Service Area
- ALCOSAN Service Area Boundary
- NHTMA & Penn Township Present/Existing Boundary
- Municipal Boundaries
- NHTMA & Penn Township Permits