

Township of Upper St. Clair

THERE WILL BE A REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF UPPER ST. CLAIR AT 7:30 P.M. ON MONDAY, JUNE 2, 2025 AT THE TOWNSHIP OF UPPER ST. CLAIR MUNICIPAL BUILDING, BOARD OF COMMISSIONERS' MEETING ROOM, 1820 MCLAUGHLIN RUN ROAD, UPPER ST. CLAIR, PA 15241.

AGENDA

1. Call to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Proclamation Recognizing Abigail Petras for selection to attend the annual FBI Youth Leadership Program. (Proclamation enclosed) (Commissioner Pardini to present)
5. Review of the Board of Commissioners' Regular Meeting Minutes of May 5, 2025. (Minutes enclosed)
6. Comments from Citizens and Taxpayers on Matters Not Included on the Agenda.

OLD BUSINESS

7. Continued Public Hearing Re. PLC25-0002 – Pittsburgh Baseball Lab – Nonresidential - Conditional Use Approval. (Memorandum and Bill No. 3-25 enclosed)
8. Continued Public Hearing Re. PLC25-0001 – St. Clair Country Club Paddle Courts – Unified Conditional Use Preliminary and Final Land Development Approval. (Memorandum and Bill No. 4-25 enclosed)

NEW BUSINESS

9. Recommendation Re. Establish Public Hearing Date Re. Adoption of 2025-2035 Comprehensive Plan. (Memorandum and Resolution No. 1776 enclosed)
10. Recommendation Re. Authorization of the Transfer of the Brush Run Intermunicipal Trunk Sewer Line. (Memorandum and Resolution No. 1777 enclosed)
11. Recommendation Re. Authorization of the Transfer of the McLaughlin Run Intermunicipal Trunk Sewer Line. (Memorandum and Resolution No. 1778 enclosed)

12. Recommendation Re. Authorization of the Transfer of the Painters Run Intermunicipal Trunk Sewer Line. (Memorandum and Resolution No. 1779 enclosed)
13. Recommendation Re. Approval of Contracts. (Memorandum enclosed)
14. Other Business.
15. Adjournment.

MEMORANDUM

To: Board of Commissioners
From: Matthew R. Serakowski, Township Manager
Date: May 30, 2025
Subject: **RECOMMENDATION RE. RECOGNITION**

Staff has prepared the attached Proclamation to be presented at the June 2, 2025 Regular Meeting of the Board recognizing Abigail Petras for being selected to attend the annual Youth Leadership Program sponsored by the Federal Bureau of Investigation and the FBI National Academy Associates, Inc.



/pec
Attachment

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Official Proclamation

Township of Upper St. Clair

A PROCLAMATION OF THE TOWNSHIP OF UPPER ST. CLAIR, A HOME RULE MUNICIPALITY, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, RECOGNIZING ABIGAIL PETRAS FOR BEING SELECTED TO ATTEND THE 26th ANNUAL YOUTH LEADERSHIP PROGRAM SPONSORED BY THE FEDERAL BUREAU OF INVESTIGATION AND THE FBI NATIONAL ACADEMY ASSOCIATES, INC. (FBINAA).

WHEREAS, *the FBINAA is an international organization of senior law enforcement professionals who have graduated from the FBI National Academy, and represent the best that law enforcement has to offer, comprising about 1% of the total law enforcement officers in the country; and,*

WHEREAS, *Abigail is one of only sixty students, out of thousands who apply from the United States, Canada, and Puerto Rico, to be selected to participate in the prestigious Youth Leadership Program and was chosen based on her academic accomplishments, volunteerism, and community involvement, as well as her maturity and potential for continued success; and,*

WHEREAS, *the 2025 Youth Leadership Program, that will take place from June 19 to June 27, 2025, at the FBI Academy in Quantico, Virginia, consists of eight days of instruction and training with an emphasis on leadership fundamentals, personal development, and life skills, including ethics, integrity, morals, and good decision making, in addition to a physical fitness component; and,*

WHEREAS, *Abigail, a sophomore at Upper St. Clair High School, not only excels at academics, but is involved in many activities including Student Council, the high school soccer team, multiple high school musicals, as well as volunteering her time at her local church, and as a counselor in training to mentor children in her community, in addition to participating in the Special Olympics Law Enforcement Torch Run; and,*

WHEREAS, *it is the desire of the Board of Commissioners of the Township of Upper St. Clair to recognize Abigail Petras for her significant achievements and recent Academy selection.*

NOW, THEREFORE, BE IT PROCLAIMED, by the Board of Commissioners of the Township of Upper St. Clair as follows:

THAT, *the Board of Commissioners of the Township of Upper St. Clair on behalf of its citizens, commends and congratulates Abigail Petras for her achievement of being selected to attend the FBINAA Youth Leadership Program.*

ADOPTED THIS 2nd day of June, 2025.

TOWNSHIP OF UPPER ST. CLAIR

By David May
President, Board of Commissioners

ATTEST:

M. J. Little
Township Manager



BOARD OF COMMISSIONERS MEETING MINUTES

May 5, 2025

The regular meeting and public hearings of the Board of Commissioners of the Township of Upper St. Clair, duly advertised and posted in accordance with law, was called to order at 7:30 PM on Monday, May 5, 2025, at the Township of Upper St. Clair Municipal Building, Board of Commissioners' Meeting Room, Upper St. Clair, PA. The Pledge of Allegiance was recited by all present.

PRESENT: Commissioner Burlingame
Commissioner Enck
Commissioner Graves
Commissioner Pardini
Commissioner Thomas

Matthew R. Serakowski	Township Manager
Mark Mansfield	Assistant Township Manager
Mark P. Romito	Director of Finance
Adam A. Benigni	Director of Community Development
Irving S. Firman	Township Attorney
Craig Jubic	Township Engineer
Missy Fenster	Network Deposition Services
Prudence Cooper	Recording Secretary

EXCUSED: Commissioner Paoly President
Commissioner Plutko

PUBLIC: 32 people attended.

ELECTION OF PRESIDENT PRO TEM FOR THE PURPOSE OF PRESIDING AT THE MAY 5, 2025 BOARD OF COMMISSIONERS REGULAR MEETING

Mr. Serakowski stated that it is necessary to elect a President Pro Tem to proceed with the meeting this evening.

In accordance with the Home Rule Charter, it sets forth that "in the absence of the President and Vice President, the Board of Commissioners shall elect a President Pro Tem, who shall have all the powers of the President."

This can be accomplished with the following procedure:

1. One Commissioner nominates a Commissioner for President Pro Tem of the Board.
No second is required, but may be given.
2. The Township Manager asks for additional nominations.
3. If none, a simple motion is made and seconded, with a voice vote following.

Mr. Serakowski then asked the Board for nominations for President Pro Tem for the purpose of presiding over this evening's meeting.

Commissioner Burlingame nominated Commissioner Enck as President Pro Tem.

Mr. Serakowski asked if there were additional nominations and there were none.

**MOTION AND VOTE FOR ELECTION OF PRESIDENT PRO TEM FOR
THE PURPOSE OF PRESIDING AT THE MAY 5, 2025 BOARD OF
COMMISSIONERS REGULAR MEETING**

Commissioner Pardini moved to elect Commissioner Enck for President Pro Tem for the purpose of presiding over the May 5, 2025 Regular Meeting. This was seconded by Commissioner Thomas and carried with a 5-0 voice vote.

RECOGNITIONS

Commissioner Pardini presented a Proclamation to Mr. Keith Morse, Chief of EMS Operations for Tri-Community South, in recognition of National EMS Week, May 18 – 24, 2025. The theme for this year is “*EMS WEEK: We Care. For Everyone*”.

Commissioner Enck presented a Proclamation recognizing the Upper St. Clair High School Speech & Debate Team for their win for the sixth time and the fourth year in a row at the Pennsylvania High School Speech League Championship.

Commissioner Graves presented a Certificate of Achievement to the Upper St. Clair High School Boys Basketball team for their second win in a row at the Western Pennsylvania Interscholastic Athletic League (WPIAL) Championships.

Commissioner Burlingame presented a Certificate of Achievement to the Upper St. Clair High School Girls Basketball team for their win at the Western Pennsylvania Interscholastic Athletic League (WPIAL) Championships.

**REVIEW OF BOARD OF COMMISSIONERS’ REGULAR MEETING MINUTES OF
APRIL 7, 2025**

Commissioner Thomas moved to approve the Regular Meeting Minutes of April 7, 2025. This was seconded by Commissioner Burlingame and carried with a 5-0 voice vote.

PUBLIC COMMENTS

None.

OLD BUSINESS

**CONTINUED PUBLIC HEARING RE. PLC25-0001 – ST. CLAIR COUNTRY CLUB
PADDLE COURTS – UNIFIED CONDITIONAL USE PRELIMINARY AND FINAL LAND
DEVELOPMENT APPROVAL**

Commissioner Enck introduced the Continued Public Hearing Re. PLC25-0001 – St. Clair Country Club Paddle Courts – Unified Conditional Use Preliminary and Final Land Development Approval.

Commissioner Thomas recused himself since he is a member of St. Clair Country Club which is the applicant in this matter.

Mr. Benigni reviewed the recommended continued public hearing procedures and recommended that the hearing be closed and action taken.

Commissioner Enck asked if there was anyone wishing to testify who were not previously sworn at the initial public hearing and there were none.

Mr. Benigni then entered Township Exhibit #14 into the record.

Mr. Benigni added that since the last Board meeting, there were questions raised regarding temporary structures and the Township's policy on lighting. Section 130.50 of the Township Code stipulates that temporary structures are allowed to be located on a property for up to 12 months. To give some perspective on lighting on Township recreation properties, the lighting at Boyce Mayview Park stays on until 10:00PM, unless there is a baseball game that goes into extra innings, then the lights stay on until the end of the game. The lights at the Township's Paddle Courts turn off at 10:00PM and the paths stay lit until 10:45PM.

Mr. Benigni then gave the opportunity to representatives of St. Clair Country Club ("Club") to address the temporary structures, lighting, and hours of operation pertaining to their project before the Board this evening.

Mr. Joe Hackett, LaQuatra Bonci Associates, 95 S. 10th Street, Pittsburgh, PA, stated that he is the landscape architect for the Club and has no new information to provide and the presentation shown last month still stands.

Mr. Hackett continued that regarding the temporary structures, a temporary paddle hut and temporary restrooms are being proposed. These would only be rented or installed during the paddle court season which is October through April.

Mr. Hackett submitted a letter to the Planning Commission stating the hours of operation of the paddle courts and that the lights will be turned off by an automatic timer at 10:00PM. The lights can be turned off manually if a game ends earlier.

Mr. Hackett then opened up the discussion for questions.

Discussion ensued between Mr. Hackett, the Board of Commissioners, Mr. Firman, and Mr. Benigni confirming the following information:

- The temporary restrooms and paddle hut will be rented and installed during the same time frame from October through April each year. The temporary paddle hut can be folded and put away for the next season.
- The Township Code stipulates that the Zoning Administrator can approve installing a temporary structure for this project for up to 12 months. The Code does not address whether a structure can be put up for six months, then taken down, then constructed again six months later. Further research is required for any other provisions in the Code. The Club confirmed that it will abide by the Code; if its interpretation says that it can only construct the temporary structures for only one year, they will be only up for six months and will not be installed the next year.

- Although the lighting can be manually turned off, lighting will not be able to be extended past 10:00PM.
- The Club can adopt a tree replacement plan that will include replacing mature trees with ones with an equal amount of caliber. Replacing tall pine trees with ones of equal height will be problematic and expensive. Planting mature trees has a much lower success rate than younger trees. Trees planted along Washington Road and the Club's upper parking lot will consist of 60% evergreen, and 35% pine trees, with maple and oak trees mixed in. This will create a more naturalistic screen.

Ms. Mary Robinson, 2354 Old Washington Road, stated that she lives in the house next to the Club overlooking the proposed paddle courts. Mr. Hackett confirmed for Ms. Robinson that landscaping will be installed right away after Board approval of this project and before a construction permit is granted.

Ms. Ann Gentry, 2315 Old Washington Road, asked why the structures are temporary and whether the Club will build something else eventually. Mr. Hackett responded that the Club does not know what they plan to build permanently. Their goal is to construct the paddle courts in time for the fall season and then develop a plan for the best use of that land. Club membership has not made a decision of a permanent paddle hut or what it might look like.

Ms. Gentry continued that the residents of this community have expectations and rights to peace and quiet, privacy and protection of their property values. She does expect lights and noise late at night. The time for end of play is 10:00PM, which has changed since the last meeting. She emphasized for the Board that the Club is a business operating in Upper St. Clair and does not have more rights than its residents.

Mr. Serakowski answered Ms. Gentry's questions by stating that hours of operation for construction equipment in the Township are 7:00AM to 7:00PM. Mr. Benigni previously mentioned the hours of operation of Township athletic facilities. Enforcement of setting the hours for the paddle courts can be accomplished through the approval ordinance which will be under consideration of the Board. The applicant will be held to those standards. Noise complaints can be reported to the Police Department and they will follow up accordingly with Code Enforcement during daylight hours. If approval of this project occurs, the Club will be held to the approved hours of operation.

Mr. John Gentry, 2315 Old Washington Road, stated that the paddle courts will be built adjacent to a neighborhood zoned R-1 which is not the proper use for that site. They do not wish to hear the noise, see the lights, hear the traffic or screaming and yelling from members playing paddle ball late at night. Although the hours of play ending at 10:00PM is better than 11:00PM, play should not be past 9:00PM.

Mr. Hackett confirmed for Mr. Gentry that the noise study was conducted on all four current courts that were all in use at one point in time. Mr. Gentry doubted that the noise study concluded that most of the noise came from Route 19 which is far away and through hilly terrain.

Mr. Gentry continued that any lighting in a dark space will be harmful to his property and to his wellbeing. It is a well-known secret that the paddle ball courts are the first step to installing pickleball courts and he does not want to see that happen. He would like to know the long-term development plans for the Club. He is requesting that the Board vote no on this project.

Mr. John Gillen, 2354 Old Washington Road, asked for clarity on the Club's long term plans. Mr. Hackett shared that the Club has a masterplan for many different improvements, some of which may not happen. Each project goes before the Board membership who votes to advance the project, which is then funded, and then it goes before the Township's Board of Commissioners for approval. No project in the area of the paddle ball courts has been approved or funded. Although the master plan may show other project or activities, none have been approved by the Club membership.

Ms. Jessica Hrabovsky, 2325 Old Washington Road, stated that the Club is asking for approval of a temporary structure, not a permanent one, with no size given. Mr. Hackett clarified that the temporary structure will not house paddle courts; it is a hut where players can wait for the start of their games. Ms. Hrabovsky shared that the temporary structure can be moved anywhere and could end up being larger than what is depicted. In addition, the new path will have lighting, and it is unknown how they will be set up or how bright they will be. It is also unknown where the entrance and exit will be to the temporary structure or to the paddle ball courts. Regarding landscaping, there have been six trees that have been removed on the Club's property, in front of Ms. Hrabovsky's house, that have not been replaced, causing debris to come into her yard, killing the grass, as well as trees, on her property. She is asking the Club to be good stewards of the surrounding residents' time and patience.

Mr. Hackett responded by sharing that after discussions with the Club, it was decided that the path and stairs from the paddle ball courts up to the parking lot have been eliminated. There are other ways to access the courts: around the pool, the golf cart path, and a lawn path between the existing parking lot and the pool. This will eliminate the path lighting.

In response to Mr. Firman's request for clarification of the location of access to the paddle courts, Mr. Hackett stated that there is a path on the western end of the pool, and next to the fenced lawn area of the pool. The proposed stairs next to the pool will be eliminated.

Mr. Hackett confirmed for Ms. Robinson that the paddle courts will be located at the end of the driving range tees and pointed that out on the plans. He also showed the stairs that will be eliminated and the paths and lawn ramp down from the parking to the proposed courts, which are 43 feet lower than Old Washington Road. In addition, Mr. Hackett pointed out the temporary hut and courts on the plan.

Mr. Hackett verified for Mr. Serakowski that no proposed landscaping will be eliminated. Ms. Robinson countered that the landscaping will not block the lighting into the front of her home's floor-to-ceiling windows. Commissioner Burlingame shared that the topography drops down to the courts; however, Ms. Robinson claims there will still be light pollution coming into her windows.

Mr. Hackett then reviewed the following pages of the plans for the paddle courts:

- Page 8 depicted a cross-section of the surrounding houses on Old Washington Road, and the proposed paddle courts that will be down the slope from the parking lot.
- Page 10 shows a cross-section from a different view that includes Ms. Robinson's house, which is approximately 500 feet away from the proposed courts. Lights will be seen from her house.
- Page 12 shows the light poles which are 20 feet high and the lights are underneath a box that shines downward.

- Page 14 depicts a photograph of the lighting of the existing courts taken from 150 feet away. Mr. Gentry interjected that the area of the proposed courts is totally dark, so when the courts are built with the lighting, even from 500 feet away, there will be a worse, noticeable change.

Mr. Tom Hrabovsky, 2325 Old Washington Road, disagrees with Mr. Hackett that deciduous trees will help block the lights and noise between October and April, since there are no leaves on trees during that time of year. He is not confident that there will be 10-foot trees planted because it has never happened before. He is asking specifically what trees will be planted along Old Washington Road. At the last meeting, it was mentioned that dogwoods would be planted; however, they do not grow to be 15 feet high. No types of trees have been specifically mentioned in the plans. The minimal amount of trees and bushes depicted in the plans along Old Washington Road and on the other side of the parking lot will do nothing to block the proposed courts.

- Mr. Hackett continued with Page 9 of the plans which shows multiple sizes of trees being planted on a slope, including dogwoods, evergreens, bushes, and deciduous trees. When looking down the slope, underneath the canopy of a maple tree, something at eye-level is preferred. Something small, planted down the hill will block the view.
- Page 21 depicts a mixture of evergreen and deciduous trees, with more evergreen than deciduous, along Old Washington Road and the top of the parking lot. Both areas are sloping down to provide a multi-level screening.
- Page 20 shows a tree that is 50 years old which blocks the view 40 feet up, but does not block the view while driving by. This is the reason that the proposed plantings are multi-level because they will block the view.

Jerry Cipriani, 220 Lucca Lane, shared that his home was built as a result of a mixed-use ordinance about ten years ago. Mr. Firman confirmed for Mr. Cipriani that there will be no ordinance being passed this evening.

Mr. Cipriani shared that there is a swimming pool in area of the proposed courts that is open until 9:00PM to 10:00PM all summer that generates noise, music, and lights. Neighbors are not losing pastoral land across from their property. For decades, there were paddle courts on the other side of the Club property and there were not an array of complaints from the nearby neighbors, who are similarly situated to the houses near the new courts. There will not be ambient lights floating up in the air from the courts. The trees lining the driving range were 10-foot trees, not five-foot trees. The Club, which has been a great and generous neighbor to this Township is asking to utilize their property as a country club. There has been no mention of pickleball; the noise study has been done legitimately, and there is no controversy with respect to the lighting.

Mr. Cipriani understands that there is fear of the unknown and shared that when the Siena development was presented to the Board it took three or four meetings and three years of litigation to deliver one of the crowning jewels of this community that generates many thousands of dollars in tax revenue. There have been no complaints from the neighbors in Springfield once it was built. Mr. Cipriani understands the concerns of the adjacent neighbors of the Club, but the impact will be far more benign than is feared.

Ms. Hrabovsky agrees that the Club can do what they want with their property, and it was mentioned that there are further plans for development. She is asking for those plans to be presented, if they are

already in motion. She asked for more clarity as to the trees and bushes that will be planted to block the noise and lights as those plans are not complete.

Mr. Justin Hollingsworth, 2333 Engelwood Drive, is on the Board of the Club, and his property is next to the Club's golf course. There are 467 families who are residents of Upper St. Clair and who are members of the Club that come together as a body to recreate and enjoy each other's company. The Club is not going to "pull the wool over anyone's eyes"; they are considering some capital projects, but nothing is concrete except what has already been presented to the Board. Mr. LaRocca, the General Manager of the Club, and Mr. Hollingsworth met with Mr. and Mrs. Gentry to discuss the paddle court plan, took their feedback into consideration, and will incorporate more evergreens as a result.

Mr. Hackett clarified for Commissioner Pardini that the Terrace Nine course is being built on the location of the current paddle courts. The Terrace Nine course had been previously approved by the Board of Commissioners.

Mr. Benigni stated that there are two options to consider this evening as explained on page two of the Staff report:

1. If the Board of Commissioners determines that it has sufficient information to render a decision, Staff recommends that the Board close the public hearing and render a decision at the June 2, 2025 Regular Board meeting. The motion to close the public hearing can be accomplished by a simple motion and voice vote.
2. If the Board of Commissioners determines that it does not have sufficient information to render a decision, the Board should advise Staff and the Applicant of the specific information required to render a decision and table the public hearing to the June 2, 2025 regular meeting with the consent of the Applicant. This can also be accomplished by a simple motion and voice vote.

Mr. Firman stated that the Club should be given the option to present additional information and continue the public hearing or to close the public hearing.

Mr. Hackett requested five minutes to discuss these options with his colleagues. Recess was granted at 8:45PM.

The public hearing was resumed at 8:47PM.

Mr. Hackett stated, on behalf of his client, St. Clair Country Club, that they would like to keep the hearing open to consider the residents' concerns regarding landscaping and trees and to provide additional information. Mr. Hackett requested to continue the public hearing until June 2, 2025.

Mr. Hackett confirmed for Mr. Firman that he has full authorization from St. Clair Country Club to speak on their behalf and wishes to continue the public hearing until June 2, 2025 or a continuance of time thereafter in accordance with the Municipal Planning Code.

Commissioner Enck asked if there were any additional questions or comments from the Board or the public and there were none.

MOTION AND VOTE TO CONTINUE PUBLIC HEARING RE. PLC25-0001 – ST. CLAIR COUNTRY CLUB PADDLE COURTS – UNIFIED CONDITIONAL USE PRELIMINARY AND FINAL LAND DEVELOPMENT APPROVAL

Commissioner Burlingame moved to continue the Public Hearing Re. PLC25-0001 – St. Clair Country Club Paddle Courts – Unified Conditional Use Preliminary and Final Land Development Approval to the Board of Commissioners' Regular meeting on June 2, 2025. This was seconded by Commissioner Pardini and carried with a 4-0-1 voice vote. Commissioner Thomas recused himself from voting.

NEW BUSINESS

PUBLIC HEARING RE. PLC25-0002 – PITTSBURGH BASEBALL LAB – NONRESIDENTIAL – CONDITIONAL USE APPROVAL

Commissioner Enck introduced the Public Hearing Re. PLC24-0002 – Pittsburgh Baseball Lab – Nonresidential – Continued Conditional Use Approval.

Mr. Benigni reviewed the recommended public hearing procedures.

Those wishing to testify were sworn in by Commissioner Enck.

Mr. Benigni then entered Township Exhibits #1 through #9, and Applicant Exhibits #1 through #4 into the record.

Mr. Max McDowell and Gary Herbert, representing Pittsburgh Baseball Lab, introduced themselves. Mr. Herbert stated that the property is located at 1341 McLaughlin Run Road in the RM, Restricted Light Industrial District, and they are seeking conditional use approval to allow a baseball training facility, a recreational enterprise use. Previously, the property was used as a recreational enterprise designed and operated as a racquet club and fitness center. It was then purchased by Fairfield Southpointe LP who received approval to change the use to a mini warehouse and storage facility in January, 2022. Fairfield Southpointe will be selling the property to Pittsburgh Baseball Lab, so they are looking to change the use back to a recreational enterprise use. Instead of a racquet club, it will be a baseball training facility.

Mr. McDowell shared his professional background which includes playing professional baseball, and owning a baseball facility in North Huntington Township for the past eight years. His goal is to give back to youth baseball by opening up a baseball facility in the Pittsburgh area. He has partnered with Matt Martin and their goal is to help kids by providing a big league, world class experience which is lacking in the Pittsburgh region in the areas of technology away from Amateur Athletic Union (AAU) baseball. It will be a training center for athletes to come to train, and lift and will be a "one stop shop" with professional baseball players, trainers, and scouts.

Mr. McDowell continued by sharing photos of his other baseball facility. He has been giving lessons for 15 years and has devoted his life to youth baseball and plans to remain in this realm in the Pittsburgh area. Matt Martin has experience with personal instruction with some of the best athletes in the area.

Mr. McDowell stated that his vision is to have a top-of-the-line facility that focuses on youth baseball, to include softball as well, by serving the local programs and help grow the game by having the best instructors, technology and the best building in Western Pennsylvania. The facility will include a world class weight room, and equipment and technology to improve players' skill.

Mr. McDowell covered the revenue and business plans which include memberships provided with instruction, access to cages, and technology assessments. There will be rentals available for Little Leagues, high school softball and baseball teams, along with access to cages in the winter months. With their professional connections, they are planning to have college showcases, scouting events, instruction, personal lessons, group training and personal weight training available.

What separates Pittsburgh Baseball Lab from other facilities are the professional experiences and connections, and commitment to community, with emphasis on youth baseball. There will be a large investment in technology, not just cages and machines, but motion capture, slow motion cameras, similar to the big-league level.

Mr. McDowell shared artist renderings of the interior of the proposed 16,000 square foot building, which includes seven to eight cages, including two full-size cages; and, a technology cage for assessment, motion capture, and force play lab. Most of the space will be open turf with netting and the ability to open up the space more for larger access and visibility. A cement wall will separate the weight room from the cages. The top mezzanine area has no current plan except to house a small office or small viewing area.

Mr. Herbert explained that the exterior of the building already has an existing parking lot, lighting and signage on the building which will not be changed. Landscaping will be added to wrap around the building to the front door. Line painting will be completed and an ADA compliant ramp to the front door will be added. There will be no changes to how the building looks on the outside.

After Mr. Wayne Herrod, 89 Long Drive, was sworn in, he shared that he managed a professional baseball team for 11 years and that he is impressed with Pittsburgh Baseball Lab's plans. This type of business is needed in this community and should be an asset to Upper St. Clair.

In response to Commissioner Burlingame's questions, Mr. Herbert stated that once Board approval is achieved, the plan is to open in late fall because it will take five to six months to complete the interior renovation and bring in all the equipment. He confirmed that there will be no changes to the exterior of the building, except the sign name and landscaping. Mr. Herbert will comply with the Township's signage requirements.

Mr. McDowell confirmed for Commissioner Thomas that all the activities will occur on the inside of building, not the outside.

In response to Mr. Serakowski's inquiry, Mr. Herbert stated that all the lockers in the mezzanine will be removed and the office that is currently planned for the first floor will be moved to the mezzanine. There is also an overlook for parents and family to view the activities below.

Ms. Hrabovsky asked if there will be any locker rooms or showers in the facility, to which Mr. Herbert replied that there will be none. Girls leagues and players will be welcome and by ordinance there will be the required number of male and female restrooms.

Mr. Benigni stated that it is recommended that the hearing be continued to Monday, June 2, 2025 for the purpose of taking Staff testimony. This can be accomplished by simple motion and voice vote.

Commissioner Enck asked if there were any additional questions or comments from the Board or the public and there were none.

MOTION AND VOTE TO CONTINUE PUBLIC HEARING RE. PLC25-0002 – PITTSBURGH BASEBALL LAB – NONRESIDENTIAL – CONDITIONAL USE APPROVAL

Commissioner Burlingame moved to continue Public Hearing Re. Re. PLC25-0002 – Pittsburgh Baseball Lab – Nonresidential – Continued Conditional Use Approval to the Board of Commissioners' Regular meeting on June 2, 2025. This was seconded by Commissioner Thomas and carried with a 5-0 voice vote.

RECOMMENDATION RE. APPROVAL OF CONTRACTS

Mr. Mansfield stated that Staff recommends the following contracts for the Board's approval in accordance with Township Code:

KONE, Inc.	Emergency Repair to Library Elevator	\$ 67,540.00
JB Mechanical, Inc.	Municipal Building Heating & Cooling Upgrades	\$ 61,750.00
JB Mechanical, Inc.	Route 19 Fire Hall Boiler Replacements	\$ 93,750.00
General Recreation, Inc.	Morton Fields Complex Playground Structure	\$355,066.00
Tri-Star Ford	One (1) 2025 Ford Explorer Staff Vehicle	\$ 51,343.00
Stephenson Equipment, Inc.	Two (2) 9' Aluminum Dump Body Upfits with stainless steel tailgate spreaders, salt & Liquid dispensing systems and 9' snowplows (for two (2) previously approved Ford F600 Cab & Chassis)	\$143,934.50

A simple motion and voice vote will authorize these contracts.

In response to Commissioner Pardini's inquiry, the new Staff vehicle will be assigned to the Township Manager whose current vehicle is eight years old.

Commissioner Enck asked if there were any questions or comments from the Board or the public and there were none.

MOTION AND VOTE TO APPROVE CONTRACTS

Commissioner Pardini moved to approve the above contracts. This was seconded by Commissioner Burlingame and carried with a 5-0 voice vote.

OTHER BUSINESS

None.

ADJOURNMENT

Following a motion for adjournment by Commissioner Burlingame and a second by Commissioner Graves which carried with a 5-0 voice vote, the meeting was adjourned at approximately 9:10PM

Prudence Cooper
Recording Secretary
May 5, 2025

MEMORANDUM

To: **Matthew R. Serakowski, Township Manager**

From: **Adam A. Benigni, Director of Community Development**

Date: **May 30, 2025**

Subject: **CONTINUED PUBLIC HEARING RE. PLC25-0002 – PITTSBURGH BASEBALL LAB –
NONRESIDENTIAL –CONDITIONAL USE APPROVAL**



GENERAL INFORMATION

Applicant/Landowner: Bud Martin

Action Requested: Conditional Use Approval

Purpose: To change the use of the building from mini-warehousing to a recreational enterprise

Zoning: RM – Restricted Light Industrial District

Location: 1341 McLaughlin Run Road

Lot/Block No.: 254-N-220

Size: 1.095 acres

Existing Land Use: Vacant, former fitness center, approved for mini-warehousing in 2021.

Surrounding Land Use & Zoning:
North: RM, Restricted Light Industrial District
West: RM, Restricted Light Industrial District
East: RM, Restricted Light Industrial District
South: RM, Restricted Light Industrial District

Procedural History:
03-06-2025 – Application filed
03-20-2025 – Planning Commission review
05-05-2025 – Public Hearing opened
06-02-2025 – Continued Public Hearing

TOWNSHIP EXHIBIT 10

TO: Matthew R. Serakowski, Township Manager
FROM: Adam A. Benigni, Director of Community Development
DATE: May 30, 2025
**IN RE: CONTINUED PUBLIC HEARING RE. PLC25-0002 – PITTSBURGH
BASEBALL LAB – NONRESIDENTIAL –CONDITIONAL USE APPROVAL**
Page 2

Procedure: USC Code 130.55. (130.54.3.1.3. & 130.54.3.1.4.) sets forth:

1. Planning Commission review and recommendation;
2. First public hearing must be opened within 60 days of applicant's request; May 5, 2025;
3. Hearing must be concluded within 100 days of date of first hearing.
4. Decision must be rendered within 45 days of close of hearing.

Public Hearing

This hearing was continued by the Board of Commissioners from May 5, 2025, to June 2, 2025, for the purpose of taking staff testimony.

Public Notice

The hearing has been duly advertised and notice properly given in accordance with the Municipalities Planning Code and the Code of the Township. (Twp. Ex. 6 and 8)

Recommended Public Hearing Procedure

1. Swearing in of additional testifiers, if any;
2. Presentation of additional exhibits by the Director of Planning and Community Development;
3. Staff testimony by the Director of Planning and Community Development;
4. Questions by the Board of Commissioners;
5. Additional testimony from the applicant or the public;
6. Provided no further testimony is needed, the hearing may be closed and action taken.

Exhibits

The following exhibits will be entered into the record at the public hearing on June 2, 2025.

Township

10. Memo dated May 30, 2025 to Matthew R. Serakowski from Adam A. Benigni (this memo)

Planning Commission Recommendation

The Planning Commission reviewed this application on March 20, 2025 at which time they recommended approval subject to certain conditions. A copy of the Planning Commission's letter of recommendation is Attachment 1.

TO: Matthew R. Serakowski, Township Manager
FROM: Adam A. Benigni, Director of Community Development
DATE: May 30, 2025
**IN RE: CONTINUED PUBLIC HEARING RE. PLC25-0002 – PITTSBURGH
BASEBALL LAB – NONRESIDENTIAL –CONDITIONAL USE APPROVAL**
Page 3

Modification Requests

The applicant is requesting no modifications.

Comments

In May 1978, the Board of Commissioners approved the plan for St. Clair Courts. The property was operated as a racquetball club and then fitness center until it closed in October 2020. In 2021, the Board of Commissioners approved an ordinance that permitted mini-warehousing within the existing vacant building; however, the owner of the property never moved forward with that use. The current request is to allow a recreational enterprise (baseball training facility) with the existing building.

Staff Recommendation

Provided no additional testimony is needed, staff recommends that the public hearing be closed and that the Board of Commissioners grant approval subject to the conditions outlined in Bill No. 3-25 (Attachment 1). This may be accomplished by roll call vote.

Attachment

1. Bill No. 3-25

BILL NUMBER 3-25

DATE ADOPTED _____

ORDINANCE NO. _____

TOWNSHIP OF UPPER ST. CLAIR

AN ORDINANCE OF THE TOWNSHIP OF UPPER ST. CLAIR, A HOME RULE MUNICIPALITY OF THE COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, GRANTING CONDITIONAL USE APPROVAL TO BUD MARTIN TO ALLOW A RECREATIONAL ENTERPRISE ON PROPERTY LOCATED AT 1341 MCLAUGHLIN RUN ROAD, SUBJECT TO CERTAIN CONDITIONS.

WHEREAS, Recreational Enterprises are authorized uses by Conditional Use Approval within the RM – Restricted Light Industrial Zoning District; and

WHEREAS, the Planning Commission reviewed this application and adopted a motion on March 20, 2025, recommending that the Board of Commissioners grant approval; and

WHEREAS, the Board of Commissioners held a duly advertised public hearing, which was opened on May 5, 2025, and subsequently continued to June 2, 2025; and

NOW THEREFORE, BE IT ORDAINED AND ENACTED BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF UPPER ST. CLAIR, and it is hereby ordained and enacted by the authority of the same:

SECTION 1. THAT the application for the Conditional Use approval to Bud Martin, is hereby granted subject to Sections 2 through 4 of this Ordinance. Plans approved are identified further as follows:

1.1. Pittsburgh Baseball Lab LTD Zoning Exhibit prepared by Wind Ridge Engineering Company on one (1) sheet, dated February 2025.

1.2. Architectural Plan prepared by Integrity Design on one (1) sheet, dated February 2, 2025.

SECTION 2. THAT Conditional Use Approval shall expire without written notice to the applicant if no application for zoning approval, for occupancy and use, grading permit or building permit has been submitted within twelve (12) months of the granting of approval unless the Board of Commissioners extends the Conditional Use Approval upon written request of the applicant received prior to its expiration. The maximum extension permitted is one (1) twelve (12) month extension.

SECTION 3. THAT approval is subject to payment of all fees for professional services incurred by the Township in connection with this application.

SECTION 4. ALL ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

ORDAINED AND ENACTED THIS 2ND DAY OF JUNE, 2025.

TOWNSHIP OF UPPER ST. CLAIR

ATTEST:

By: _____
President, Board of Commissioners

Township Manager/Secretary

MEMORANDUM

To: Matthew R. Serakowski, Township Manager

From: Adam A. Benigni, AICP, Director of Planning and Community Development

Date: May 30, 2025

Subject: CONTINUED PUBLIC HEARING RE. PLC25-0001 – ST. CLAIR COUNTRY CLUB PADDLE COURTS – UNIFIED CONDITIONAL USE PRELIMINARY AND FINAL LAND DEVELOPMENT APPROVAL

GENERAL INFORMATION

Applicant: St. Clair Country Club

Landowner: St. Clair Country Club

Action Requested: Unified Conditional Use / Preliminary and Final Land Development Approval

Purpose: To relocate paddle courts

Zoning: R-LI, Low Intensity Residential District

Location: 2300 Old Washington Road

Lot/Block No.: 478-G-110

Size: 238.8 acres

Existing Land Use: Country Club and Golf Course

Surrounding Land Use & Zoning: North: R1, Single Family Residential District
West: R1, Single Family Residential District
East: R1, Single Family Residential District
South: R1, Single Family Residential District

Procedural History: 01/02/25: Application filed
01/16/25: Application tabled
02/20/25: Planning Commission Review
04/07/25: Public Hearing opened
05/05/25: Continued Public Hearing; Tabled
06/02/25: Continued Public Hearing

TOWNSHIP EXHIBIT NO. 15

TO: Matthew R. Serakowski, Township Manager
FROM: Adam A. Benigni, AICP, Director of Planning and Community Development
DATE: May 30, 2025
IN RE: CONTINUED PUBLIC HEARING RE. PLC25-0001 – ST. CLAIR COUNTRY CLUB PADDLE COURTS – UNIFIED CONDITIONAL USE PRELIMINARY AND FINAL LAND DEVELOPMENT APPROVAL
Page 2

Public Hearing

This hearing was continued by the Board of Commissioners from May 5, 2025 to June 2, 2025, for the purpose of taking staff testimony.

Public Notice

The hearing has been duly advertised and notice properly given in accordance with the Municipalities Planning Code and the Code of the Township. (Twp. Ex. Nos. 4-6)

Recommended Public Hearing Procedure

1. Swearing in of additional testifiers, if any;
2. Presentation of additional exhibits by the Director of Planning and Community Development;
3. Staff testimony by the Director of Planning and Community Development;
4. Questions by the Board of Commissioners;
5. Additional testimony from the applicant or the public;
6. Provided no further testimony is needed, the hearing may be closed and action taken.

Exhibits

The following Exhibits will be entered into the record at the continued public hearing on June 2, 2025:

Township

15. Memo dated May 2, 2025 to Matthew R. Serakowski from Adam A. Benigni (this memo)

Applicant

10. St. Clair Country Club Site and Planting Plan on one (1) sheet prepared by LBA Landscape Architecture dated May 16, 2025, date stamped received May 21, 2025

Planning Commission Recommendation

The Planning Commission reviewed this application on January 16, 2025 and February 20, 2025 at which time they recommended approval subject to certain conditions.

Comment

The subject property consists of a country club and golf course built in September of 1930. The existing building was constructed prior to the Township's adoption of a zoning code in 1947. Over the past few decades, the St. Clair Country Club has remodeled the club pool (1972), added the golf shop facility

TO: Matthew R. Serakowski, Township Manager
FROM: Adam A. Benigni, AICP, Director of Planning and Community Development
DATE: May 30, 2025
IN RE: CONTINUED PUBLIC HEARING RE. PLC25-0001 – ST. CLAIR COUNTRY CLUB PADDLE COURTS – UNIFIED CONDITIONAL USE PRELIMINARY AND FINAL LAND DEVELOPMENT APPROVAL
Page 3

(1999), expanded the existing clubhouse (2001) and renovated the golf course (mid-2000s). Additionally, the applicant received approval to redevelop the Terrace Nine course and relocation of the driving range in 2024. The purpose of this submission is to relocate paddle courts on the property that are to be removed as a part of the Terrace Nine course relocation.

Since May 5, 2025, Regular Meeting, the landscape architect has revised the site and planting plan. Changes to the plan include the removal of the portable bathrooms, removal of the walkway and stairs from the courts to the parking lot along Old Washington, new evergreen plantings along the southwest portion of the property and a landscape buffer that is 100% evergreen along Old Washington Road.

Staff Recommendation

Provided no additional testimony is needed, staff recommends that the public hearing be closed and that the Board of Commissioners grant approval subject to the conditions outlined in Bill No. 4-25 (Attachment 1). This may be accomplished by roll call vote.

Attachment

1. Bill No. 4-25

BILL NUMBER 4-25

DATE ADOPTED _____

ORDINANCE NO. _____

TOWNSHIP OF UPPER ST. CLAIR

AN ORDINANCE OF THE TOWNSHIP OF UPPER ST. CLAIR, A HOME RULE MUNICIPALITY OF THE COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, GRANTING UNIFIED CONDITIONAL USE/PRELIMINARY AND FINAL LAND DEVELOPMENT APPROVAL TO ST. CLAIR COUNTRY CLUB LOCATED AT 2300 OLD WASHINGTON ROAD, LOT/BLOCK 478-G-110, SUBJECT TO CERTAIN CONDITIONS.

WHEREAS, on January 2, 2025, St. Clair Country Club filed an application for Unified Conditional Use/Preliminary and Final Land Development Approval to construct paddle tennis courts; and

WHEREAS, Private Clubs are permitted by Conditional Use Approval within the R-LI, Low Intensity Residential District; and

WHEREAS, on January 16, 2025, and February 20, 2025, the Planning Commission reviewed the application and recommended that the Board of Commissioners grant approval subject to certain conditions; and

WHEREAS, the Board of Commissioners held a duly advertised public hearing, which was opened on April 7, 2025, and subsequently continued to May 5, 2025 and then continued to June 2, 2025; and

WHEREAS, the Board of Commissioners has determined that this application complies with the Township's Zoning and Subdivision and Land Development Ordinance and the applicable Conditional Use requirements contingent upon certain following conditions set forth below.

NOW THEREFORE, BE IT ORDAINED AND ENACTED BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF UPPER ST. CLAIR, and it is hereby ordained and enacted by the authority of the same:

SECTION 1. THAT St. Clair Country Club is hereby granted Unified Conditional Use/Preliminary and Final Land Development Approval subject to Sections 2 through 10 of this Ordinance. The proper officers of the Township are hereby authorized to execute the final plan for recording purposes. The plans approved are identified further as follows:

- 1.1. St. Clair Country Club Site and Planting Plan on one (1) sheet prepared by LBA Landscape Architecture dated May 16, 2025, date stamped received May 21, 2025.
- 1.2. Engineering Plans prepared by J. R. Gales & Associates dated January 8, 2025, revised February 3, 2025, date stamp received February 6, 2025.

1.3. Postconstruction Stormwater Management Plan prepared by J. R. Gales & Associates dated December 2025, revised February 3, 2025, date stamp received February 6, 2025

1.4. Sound Level Report prepared by Oeler Industries, Inc, dated February 5, 2025, date stamp received February 6, 2025.

SECTION 2. The paddle tennis courts shall be used exclusively for paddle tennis activities. Use of the courts for other sports, recreational activities, events, or gatherings not directly associated with paddle tennis is strictly prohibited.

SECTION 3. All operations associated with the paddle tennis courts shall be conducted in compliance with Chapter 89, Noise, of the Township Code.

SECTION 4. The hours of operation for the paddle courts shall be limited to the period from sunrise to 10:00 p.m. daily.

SECTION 5. All lighting associated with the paddle tennis courts shall be turned off no later than 10:00 p.m. each day to minimize impacts on surrounding properties.

SECTION 6. A temporary paddle tennis hut may be placed near the paddle tennis courts which shall be permitted for a period not to exceed twelve (12) months from the date of occupancy at which point the temporary paddle tennis hut, must be removed or made permanent. However, the use of portable toilets, shall not be permitted on the property.

SECTION 7. St. Clair Country Club shall monitor the health of all trees planted as part of the approved landscaping plan, as identified in Section 1.1. Any tree that dies or is determined to be in irreversible decline shall be replaced with a tree of the same species or an approved equivalent, as specified in the landscaping plan, as soon as practicable, but no later than the next appropriate planting season, unless otherwise approved by the Township of Upper St. Clair.

SECTION 8. THAT Conditional Use Approval shall expire without written notice to the applicant if no application for zoning approval, for occupancy and use, grading permit or building permit has been submitted within twelve (12) months of the granting of approval unless the Board of Commissioners extends the Conditional Use Approval upon written request of the applicant received prior to its expiration. The maximum extension permitted is one (1) twelve (12) month extension.

SECTION 9. THAT approval is subject to payment of all fees for professional services.

SECTION 10. ALL ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

ORDAINED AND ENACTED THIS 2ND DAY OF JUNE, 2025.

TOWNSHIP OF UPPER ST. CLAIR

ATTEST:

By: _____
President, Board of Commissioners

Township Manager/Secretary

MEMORANDUM

To: Matthew R. Serakowski, Township Manager

From: Adam A. Benigni, AICP, Director of Planning & Community Development

Date: May 30, 2025

Subject: **RECOMMENDATION RE. ESTABLISH PUBLIC HEARING DATE RE. ADOPTION OF THE 2025-2035 COMPREHENSIVE PLAN**



The 2025-2035 Comprehensive Plan was developed through a robust, approximately 18-month process guided by Herbert, Rowland & Grubic, Inc. (HRG), the Township's planning consultant. Beginning in January 2024, the process involved extensive community engagement, including public workshops, online surveys, and stakeholder meetings with residents, businesses, and civic organizations. The Planning Commission, community representatives and Township staff collaborated with HRG to analyze demographic trends, assess infrastructure needs, and identify priorities for sustainable growth. The resulting Final Draft is available for review and comment on the Township website. As a requirement of Section 302(b) of the Pennsylvania Municipalities Planning Code (MPC), a public hearing must be scheduled prior to the adoption of a Comprehensive Plan.

Staff Recommendation

It is recommended that the Board of Commissioners establish Monday, July 7, 2025, as the public hearing date. This may be accomplished by adoption of Resolution No. 1776.

Attachment

1. Resolution No. 1776

I:\2025 Comprehensive Plan\Set Public Hearing June 2 2025\TM Memo Comp Plan 9-4-15.doc

TOWNSHIP OF UPPER ST. CLAIR

RESOLUTION NO. 1776

A RESOLUTION OF THE TOWNSHIP OF UPPER ST. CLAIR, A HOME RULE MUNICIPALITY, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, ESTABLISHING A DATE FOR A PUBLIC HEARING TO CONSIDER THE FINAL DRAFT OF THE 2025-2035 COMPREHENSIVE PLAN, AN UPDATE OF THE 2015-2025 COMPREHENSIVE PLAN.

WHEREAS, the Board of Commissioners of the Township has determined that a public hearing should be held to consider the Final Draft of the 2025-2035 Comprehensive Plan, an update of the 2015-2025 Comprehensive Plan; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Upper St. Clair, and it is hereby resolved by the authority of the same:

THAT, a public hearing on the Final Draft of the 2025-2035 Comprehensive Plan shall be held on Monday, July 7, 2025.

THAT, the Township Manager is hereby directed to give public notice in accordance with Section 130.3. of the Township Code.

THAT, the Final Draft of the 2025-2035 Comprehensive Plan has been referred to the contiguous municipalities, Upper St. Clair School District, and the Allegheny County Department of Economic Development in accordance with Section 302(a) of the Pennsylvania Municipalities Planning Code.

THAT, this Resolution shall be made a part of the official record at the public hearing to be held on Monday, July 7, 2025.

ADOPTED THIS 2ND DAY OF JUNE, 2025.

TOWNSHIP OF UPPER ST. CLAIR

ATTEST:

By: _____
President, Board of Commissioners

Township Manager/Secretary

MEMORANDUM

To: Matthew R. Serakowski, Township Manager

From: Adam A. Benigni, Director of Planning and Community Development

Date: May 30, 2025

Subject: RECOMMENDATION RE. AUTHORIZATION OF THE TRANSFER OF THE BRUSH RUN INTERMUNICIPAL TRUNK SEWER LINE

Resolution No. 1777 and its supporting documents will enable the Township to complete and sign the legal agreements required to transfer ownership of the Brush Run Intermunicipal Trunk Sewer Line (C-55-02) and related manholes to the Allegheny County Sanitary Authority (ALCOSAN). This transfer aligns with ALCOSAN's regionalization efforts as mandated by its Consent Decree with the U.S. Environmental Protection Agency (EPA).

As set forth in the Resolution, some information needs to be updated before the Transfer Agreement and other documents are final. However, if approved, the Resolution will authorize Township representatives, including Board President, Township Manager and Township Attorney to execute the necessary documents to transfer the Trunk Lines when they are completed.

Below is a bullet-point list summarizing the responsibilities of the Township of Upper St. Clair and the Allegheny County Sanitary Authority (ALCOSAN) following the transfer of the Brush Run Intermunicipal Trunk Sewer Line (C-55-02), as outlined in the provided documents.

Township of Upper St. Clair Responsibilities:

- **Retained Liabilities:** Retain and discharge all liabilities from prior ownership/operation of the sewer line, including debts, employee obligations, and liabilities from illegal/unauthorized connections (expire after 12 years unless involving fraud, willful misconduct, or gross negligence).
- **Indemnification:** Indemnify ALCOSAN for damages from Retained Liabilities, Excluded Assets, non-public and public title defects, misrepresentations, or breaches of warranty.
- **Easements and Rights-of-Way:** Grant temporary/permanent easements or rights-of-way at no cost for ALCOSAN's future sewer improvements, prioritizing existing easements and underground locations where feasible.
- **Stream Removal Projects:** Cooperate in stream removal projects contributing to Consent Order obligations, covering up to 20% of costs, and seek third-party funding.
- **Compliance with Plans:** Comply with the CSO Nine Minimum Controls Plan and Operation and Maintenance Plan for the Township's remaining sewer system (Excluded Assets).
- **Financial Obligations:** Pay 50% of realty transfer taxes, all costs to clear title, counsel fees, costs for Required Consents, and preparation/recordation of deeds for title clearance.
- **Repairs and Reimbursement:** Reimburse ALCOSAN for incomplete repairs per the Defect Report, payable in 12 monthly installments or up to 36 with interest if a financing election is made within 10 days post-closing.
- **Maintenance and Inspections:** Locate uninspected manholes, clean and CCTV uninspected pipe segments, and repair them as needed to meet transfer requirements.

- **Future Connections:** Own and maintain stub connection lines (first 10 feet or as approved) for any ALCOSAN-approved connections to the transferred sewer line, and cover ALCOSAN's review fees.

ALCOSAN Responsibilities:

- **Assumed Liabilities:** Assume and perform duties for operation, maintenance, repair, and future upgrades of the transferred sewer line post-closing, per the Modified Consent Decree and Municipal Feasibility Study.
- **Indemnification:** Indemnify the Township for damages from Assumed Liabilities, failure to perform under the agreement, or misrepresentations/breaches of warranty.
- **Financial Obligations:** Pay its counsel fees, due diligence costs, survey costs, 50% of realty transfer taxes, and recordation costs (except for title-clearing instruments).
- **Access Rights:** Access Township property for maintenance/repairs via the Right-of-Entry License, repair any property damage caused, and perform work at its cost.
- **Repairs:** Complete agreed-upon incomplete repairs from the Defect Report, with Township reimbursement, in its sole discretion regarding timing and manner.
- **Permit and Consent Cooperation:** Cooperate to secure transfers or re-issuance of WQM II and NPDES permits, and other licenses/permits requiring consents.
- **Connection Approvals:** Review and approve/deny proposed connections to the transferred sewer line, ensuring compliance with ALCOSAN specifications, and charge review fees.
- **Project Negotiation:** Negotiate with regulatory agencies to modify, defer, or eliminate projects in the Municipal Feasibility Study for cost-effective regional compliance.
- **Manhole and Pipe Inspections:** Inspect and repair newly located manholes, and accept only pipe segments that have been cleaned, CCTV-ed, and inspected pre-transfer.
- **Future Improvements:** Plan and implement sewer improvements (e.g., wet weather facilities) under the Modified Consent Decree, using Township easements where needed.

Resolution No. 1777 authorizes the appropriate Township Officials to execute the necessary documents to transfer the Brush Run Intermunicipal Trunk Sewer Line. This Resolution may be adopted by a simple motion and roll call vote.

Attachments

1. Resolution No. 1777
2. Exhibit A – Transfer Agreement
3. Exhibit B – Bill of Transfer
4. Exhibit C – Assignment and Assumption Agreement
5. Exhibit D – Right-of-Entry License and Release

I:\Trunk Line Transfer Agreements\Painters Run\Discussion Re Painters Run Transfer 05.23.25.doc

TOWNSHIP OF UPPER ST. CLAIR

RESOLUTION NO. 1777

A RESOLUTION OF THE TOWNSHIP OF UPPER ST. CLAIR, A HOME RULE MUNICIPALITY, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE TRANSFER OF THE BRUSH RUN INTERMUNICIPAL TRUNK SEWER LINE AND ASSOCIATED MANHOLES KNOWN AS C-55-02 TO ALCOSAN AND AUTHORIZING THE PROPER OFFICERS OF THE TOWNSHIP TO EXECUTE THE TRANSFER AGREEMENT AND RELATED DOCUMENTS, INSTRUMENTS AND AGREEMENTS TO EFFECTUATE THE TRANSFER

WHEREAS, The Allegheny County Sanitary Authority (“ALCOSAN”) entered into a Consent Decree (the “Consent Decree”) with the United States Environmental Protection Agency (the “EPA”), the Pennsylvania Department of Environmental Protection (the “DEP”) and the Allegheny County Health Department (the “ACHD”), which was approved by the United States District Court for the Western District of Pennsylvania on January 23, 2008; and

WHEREAS, the Consent Decree requires ALCOSAN to eliminate dry weather discharges and sanitary sewer overflows from its system, reduce combined sewer overflows from its system in accordance with the EPA’s combined sewer overflow policy, and build adequate sewer infrastructure to achieve these goals; and

WHEREAS, ALCOSAN must prepare a regional long-term wet weather control plan (the “Wet Weather Plan”) that identifies remedial controls and activities needed to comply with the Consent Decree requirements; and

WHEREAS, the Township of Upper St. Clair (the “Township”) is a customer of ALCOSAN; and

WHEREAS, the Township entered into a Consent Order (the “Consent Order”) with the ACHD on January 28, 2022 imposing on the Township certain obligations with respect to its sewer system that are consistent with and in furtherance of the purposes of the Wet Weather Plan; and

WHEREAS, the Township and ALCOSAN have had discussions with respect to the Township transferring the Brush Run Intermunicipal Trunk Sewer Line and associated manholes known as C-55-02; and

WHEREAS, the Township negotiated a Transfer Agreement and certain related documents, instruments and agreements specific to the Brush Run Intermunicipal Trunk Sewer Line and associated manholes known as C-55-02 with ALCOSAN. A copy of the Transfer Agreement form is attached as **Exhibit A**, a copy of the Bill of Transfer form is attached as **Exhibit B**, a copy of the Assignment and Assumption Agreement form is attached as **Exhibit C**; and a copy of the Right-of-Entry License and Release form is attached as **Exhibit D**; and

WHEREAS, ALCOSAN is finalizing certain attachments, including maps that will be attached as Exhibit A to the Transfer Agreement (**Exhibit A**) and asset lists that will be attached as Exhibit A to the Bill of Transfer (**Exhibit B**);

WHEREAS, the Board of Commissioners of the Township of Upper St. Clair desire to authorize the execution of the Transfer Agreement, the Bill of Transfer, the Assignment and Assumption Agreement, and the Right-of-Entry License and Release along with any related documents, instruments and agreements when they are finalized and transfer the Brush Run Intermunicipal Trunk Sewer Line and associated manholes known as C-55-02 to ALCOSAN.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Township of Upper St. Clair as follows:

THAT, The statements set forth in the preamble of this of this Resolution are specifically incorporated herein; and

THAT, The Board of Commissioners of the Township hereby authorizes the transfer of the Brush Run Intermunicipal Trunk Sewer Line and associated manholes known as C-55-02 to ALCOSAN; and,

THAT, The President of the Board of Commissioners, Township Manager and the Township Attorney may execute the completed Transfer Agreement, Bill of Transfer, Assignment and Assumption Agreement and Right-of-Entry License on behalf of the Township along with any related documents, instruments and agreements to effectuate this Resolution; and

THAT, The proper officers, officials and agents of the Township are authorized to take any and all appropriate actions to effectuate this Resolution; and

THAT, If any provision of this Resolution shall be determined to be unlawful, invalid, void or unenforceable, then that provision shall be considered severable from the remaining provisions of this Resolution. The remaining provisions of this Resolution shall remain in full force and effect; and

THAT, Any Resolution or Ordinance or part thereof conflicting with the provisions of this Resolution is hereby repealed insofar as the same affects this Resolution; and

THAT, This Resolution shall take effect immediately.

ADOPTED THIS 2ND DAY OF JUNE 2025.

TOWNSHIP OF UPPER ST. CLAIR

By _____
President, Board of Commissioners

ATTEST:

Township Manager/Secretary

TRANSFER AGREEMENT

(Township of Upper St. Clair)

THIS TRANSFER AGREEMENT is made as of the ____ day of _____ (this “Agreement”), by and between the ALLEGHENY COUNTY SANITARY AUTHORITY, a municipal authority organized under the Municipality Authorities Act, as amended, 53 Pa. C.S.A. §§ 5601-5623 (“ALCOSAN”) and the TOWNSHIP OF UPPER ST. CLAIR, a township situate in Allegheny County, Pennsylvania (the “Municipality”).

WITNESSETH:

WHEREAS, ALCOSAN provides wastewater treatment services to 83 communities in the Commonwealth of Pennsylvania, including Municipality;

WHEREAS, ALCOSAN entered into a Consent Decree with the United States Environmental Protection Agency, the Pennsylvania Department of Environmental Protection and the Allegheny County Health Department, which was approved by the United States District Court for the Western District of Pennsylvania on January 23, 2008;

WHEREAS, the Consent Decree requires ALCOSAN to eliminate dry weather discharges and sanitary sewer overflows from its system, reduce combined sewer overflows from its system in accordance with the EPA's combined sewer overflow policy, and build adequate sewer infrastructure to achieve these goals;

WHEREAS, ALCOSAN must prepare a regional long-term wet weather control plan (the “Wet Weather Plan”) that identifies remedial controls and activities needed to comply with the Consent Decree requirements;

WHEREAS, Municipality owns certain intermunicipal trunk sewer lines and the associated manholes that connect to such sewer lines (collectively, the “Assets”), all as more particularly described and depicted on **Exhibit A**;

WHEREAS, ALCOSAN entered into a Modified Consent Decree (the “Modified Consent Decree”) with the United States Environmental Protection Agency, the Pennsylvania Department of Environmental Protection and the Allegheny County Health Department, which was lodged with the United States District Court for the Western District of Pennsylvania on September 19, 2019;

WHEREAS, the Modified Consent Decree requires ALCOSAN to undertake good faith efforts to take responsibility for at least 200 miles of intermunicipal sewers and associated facilities by January 31, 2020;

WHEREAS, ALCOSAN and Municipality acknowledge that fulfillment of the Wet Weather Plan can be most efficiently undertaken if the Assets are owned and operated by ALCOSAN; and

WHEREAS, Municipality desires to transfer and ALCOSAN desires to acquire the Assets.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and, intending to be legally bound, the parties hereto covenant and agree as follows:

ARTICLE 1 — DEFINITIONS

1.1. Definitions. Unless otherwise defined in this Agreement or the context otherwise requires, the terms or words defined in this Article and other terms or words defined in this Agreement, whenever used in this Agreement, shall have the meaning specified in this Article for all purposes of the Agreement, applicable to both the singular and plural forms of any of the terms or words defined in this Agreement.

“Access Rights” shall have the meaning set forth in Section 7.2.

“Action” shall mean and include any actual or threatened claim, action, order, consent order, decree or agreement, suit, arbitration, hearing, inquiry, proceeding, complaint, charge or investigation by or before any local, state or federal court, governmental department, commission, board, agency, authority, tribunal or arbitrator and any appeal from any of the foregoing.

“ACHD” shall mean the Allegheny County Health Department.

“Agreement” shall have the meaning set forth in the preamble.

“ALCOSAN” shall have the meaning set forth in the preamble.

“Assets” shall have the meaning set forth in the recitals.

“Assignment and Assumption Agreement” shall have the meaning set forth in Section 5.2.

“Assumed Liabilities” shall have the meaning set forth in Section 2.4.

“Closing” shall have the meaning set forth in Section 5.1.

“Closing Date” shall mean the date first set forth above.

“Consent Decree” shall mean the judicial settlement of that certain Complaint brought by the United States Department of Justice against ALCOSAN in the United States District Court, the Western District of Pennsylvania, which settlement was entered by same court on January 23, 2008, as modified by the Modified Consent Decree and as may be amended from time to time.

“Consent Order” shall mean that certain Consent Order and Agreement by and between Municipality and ACHD, dated as of January 28, 2022.

“CSO Nine Minimum Controls Plan” shall have the meaning set forth in Section 7.3.

“Damages” shall mean any damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees and court costs), deficiencies, claims, awards, judgments, settlements, interest, Actions, penalties, or fines of any kind whatsoever in law or in equity.

“Defect Report” shall mean the report prepared by ALCOSAN and delivered to Municipality that identifies significant defects with respect to the Assets requiring Municipality’s repair and rehabilitation.

“DEP” shall mean the Pennsylvania Department of Environmental Protection.

“Direct Connections” shall mean any service lateral from a residential or commercial building that connects directly to the Transferred Assets.

“EPA” shall mean the United States Environmental Protection Agency.

“Excluded Assets” shall have the meaning set forth in Section 2.2.

“Governmental Authority” shall mean any federal, state, local, foreign, or other court, board, body, commission, agency, authority or instrumentality, arbitral authority, self-regulatory authority, mediator or tribunal, including regulatory authorities and taxing authorities.

“Illegal Connections” shall mean a Direct Connection to the Transferred Assets, other than a sanitary sewer service lateral that constitutes an Unauthorized Connection, that (i) is made without required approval from ACHD or DEP, as applicable or (ii) is prohibited by law, such as any Direct Connection that conveys basement seepage, groundwater, stormwater, or surface water, including sump pump drainage, downspout drainage, foundation drainage, roof drainage, and driveway drainage into a separate sanitary sewer line. Illegal Connections as used in this Agreement does not include connections by a Governmental Authority over which Municipality did not have control or authority including any connections made by the Pennsylvania Department of Transportation, Pennsylvania Turnpike Commission, Allegheny County, or municipal authorities not under the direct control of Municipality. Such connections over which Municipality did not have control that are within Municipality’s Knowledge are identified on **Schedule 1.1.1.**

“Known Title Defects” shall have the meaning set forth in Section 3.4.

“Laws” shall mean and include any and all federal, state and local laws, rules, codes, ordinances, regulations, circulars, orders of any court, governmental entities, bodies, authorities or agencies.

“Licenses and Permits” shall mean all licenses, permits, franchises, authorizations, certificates, registrations, consents, orders, variances, waivers and approvals issued or granted by Governmental Authorities to Municipality, or pursuant to which Municipality operates, that relate specifically to the operation of the Assets.

“Liens” shall mean and include any and all types or kinds of liens, charges, claims, encumbrances, adverse claims, security interests upon property or claims or demands of any kind whatsoever, arising, in any manner, from or relating to this Agreement, the Transferred Assets or

any work, project, services or activities performed under or in connection with the Transferred Assets or related agreements.

“Modified Consent Decree” shall have the meaning set forth in the preamble.

“Municipal Feasibility Study” shall mean that certain Feasibility Study Report of Municipality, as submitted to applicable Regulatory Agencies on July 1, 2013, as amended from time to time.

“Municipality” shall have the meaning set forth in the preamble.

“Municipality’s Knowledge” shall mean the knowledge and belief of the management level employees and technical professionals acting as agents of Municipality, each exercising due and reasonable care, with the understanding that such persons have examined such sources of information within Municipality’s possession, custody and control and made such additional investigation as is reasonable under the circumstances in order to verify the truth and accuracy of such representations and warranties.

“Non-Public Title Defects” shall mean all Title Defects other than Public Title Defects.

“Operation and Maintenance Plan” shall have the meaning set forth in Section 7.3.

“Permitted Encumbrance” shall mean, with respect to the Transferred Assets: (i) any Lien, that is being contested, or being caused to be contested, by Municipality as identified in **Schedule 1.1.2**, provided the same shall remain Retained Liabilities; (ii) any inchoate materialmen's, mechanics', workmen's, repairmen's, employees', carriers', warehousemen's or other like encumbrances arising in the ordinary course of business of the Transferred Assets, provided the same shall remain Retained Liabilities; (iii) any easement, covenant, condition, right-of-way, servitude, encroachment, reservation or any zoning, building, environmental, health or safety law relating to the development, use or operation of the Transferred Assets (or other similar reservation, right and restriction), or other defects and irregularities in the title to the Transferred Assets that do not materially interfere with the operation, maintenance or repair of the Transferred Assets or the rights and benefits of ALCOSAN under this Agreement or materially impair the value of the Transferred Assets; (iv) the Reserved Powers; (v) any right reserved to or vested in any Governmental Authority (other than Municipality) by any statutory provision or under common law; (vi) any other Lien expressly permitted hereunder; and (vii) any grants or leases of oil, gas, coal or mining interests.

“Person” shall mean a natural person, corporation, municipality, governmental entity or authority, general or limited partnership, limited liability company, joint venture, trust, estate, association or any other legal entity or organization.

“Post-Closing Repair and Reimbursement Agreement” shall have the meaning set forth in Section 3.9.

“Public Title Defects” shall mean all Title Defects relating to (i) any Assets located in the right of way of a state road where access requires a highway occupancy permit from the Pennsylvania Department of Transportation or Pennsylvania Turnpike Commission and no such

permit has been granted, (ii) any Assets located in the right of way of an Allegheny County road where access requires a highway occupancy permit from the Allegheny County Department of Public Works and no such permit has been granted, (iii) any Assets located in or under "Waters of the Commonwealth," as defined in the Pennsylvania Clean Streams Law, where access requires a permit or other authorization from DEP and no such permit has been granted, or (iv) any Assets located within the right of way of a railroad where access requires a license, consent or other authorization from the applicable railroad and no such license, consent or other authorization has been granted.

"Regulatory Agencies" shall mean EPA, DEP and ACHD.

"Released Claims" shall have the meaning set forth in Section 8.11.

"Released Parties" shall have the meaning set forth in Section 8.11.

"Releasing Parties" shall have the meaning set forth in Section 8.11.

"Repair Plan" shall mean, as applicable, any plan for repair and rehabilitation of the Assets prepared by Municipality and delivered to ALCOSAN in response to the Defect Report.

"Required Consents" shall have the meaning set forth in Section 3.3.

"Reserved Powers" shall mean any powers reserved by Municipality herein or required by Law to be vested in Municipality with respect to the Assets.

"Retained Liabilities" shall mean all liabilities other than the Assumed Liabilities and shall include all liabilities of Municipality relating to or, in any manner, arising from Municipality's ownership or operation of the Assets on or prior to the Closing Date including: (i) all liabilities arising out of or relating to services, work or projects performed by or on behalf of Municipality; (ii) all debts, covenants, liabilities and obligations for the payment of sums to bondholders or creditors in connection with general obligation bonds, loans, or other instruments; (iii) all liabilities to any employee of Municipality under any contracts, agreements or plans or benefits or relating to payroll, vacation, sick leave, severance, termination, retention, worker's compensation, unemployment benefits, pension benefits, health care plans or benefits or any other employee plans or benefits of any kind for Municipality's employees or former employees or both; (iv) all liabilities arising out of or relating to any contracts made or services, work, projects, supplies or materials provided by or on behalf of Municipality; (v) all liabilities arising out of or connected with any breach or alleged breach of or in connection with contracts made by or on behalf of Municipality regarding or relating to the Assets or violation of any applicable Laws by Municipality; (vi) any and all liabilities for any Actions, Liens, claims, suits or demands of any kind asserted, brought or filed by any person arising out of or connected with any negligence of Municipality or Municipality's operation of the Transferred Assets; (vii) any liability arising out of Illegal Connections, including removal of such Illegal Connections; (viii) any liability arising out of Unauthorized Connections, including either removal of such Unauthorized Connections or obtaining required authorizations for such Unauthorized Connections; and (ix) any liability arising out of Direct Connections, including liability to property owners for sewer backups; provided, however, that any liability arising out of Direct

Connections (other than Illegal Connections and/or Unauthorized Connections) arising primarily out of ALCOSAN's negligent acts or omissions shall not constitute Retained Liabilities.

The Retained Liabilities referenced herein shall be subject to the time periods set forth in Section 8.10 of this Agreement.

"Right-of-Entry License" shall have the meaning set forth in Section 7.2.

"Title Defects" shall mean (a) any Assets that are not located within the boundary lines of (i) real property owned by Municipality, or (ii) real property interests granted to Municipality by third-parties, including easements, rights-of-way, access agreements, licenses and permits, and (b) any Assets as to which Municipality does not have the right to access from a public right-of-way for the purposes of inspection, maintenance, repair and replacement. Title Defects shall include all Known Title Defects.

"Transaction Documents" shall have the meaning set forth in Section 5.2.

"Transferred Assets" shall have the meaning set forth in Section 2.1.

"Unauthorized Connection" shall mean a Direct Connection to the Transferred Assets made without required approval from Municipality, ACHD or DEP, as applicable, that carries only sanitary sewage and no other substance or material.

"Wet Weather Plan" shall have the meaning set forth in the recitals.

1.2 The word "include" shall mean "include, without limitation," and the word "including" shall mean "including, but not limited to."

1.3 The words "and" or "or" shall mean and include both the conjunctive and the disjunctive whenever necessary or advisable to give the provision its intended meaning and effect.

ARTICLE 2 — TRANSFER OF ASSETS

2.1 Transfer of Assets. On the Closing Date, Municipality will transfer, convey, assign and deliver to ALCOSAN all of Municipality's rights, title and interest in the following (the "Transferred Assets"):

(a) the Assets, subject to the Permitted Encumbrances;

(b) to the extent legally permissible (subject to Municipality using commercially reasonable efforts to render such transfer, conveyance, assignment and delivery legally permissible, including without limitation and as applicable, obtaining approval of the Allegheny County Orphans' Court and/or any other required consent), all real property interests of Municipality primarily used or necessary in the operation of the Assets, including (i) the granting of easements with respect to such real property interests held by Municipality in fee, and (ii) the transfer or assignment of such real property interests granted to Municipality by third-parties, including all easements, rights-of-way, access agreements, licenses and permits identified on Schedule 2.1(b);

(c) to the extent legally permissible, all Licenses and Permits owned, held, possessed or entitled in the name of Municipality, or in which Municipality has rights;

(d) copies of all files, information, books, blueprints, maps, diagrams, ledgers, surveys, reports, instruments, real estate records, engineering information, inspection records, books of account and other management documents, resolutions, rules and regulations, and all other records relating to the Assets, as listed on **Schedule 2.1(d)**; and

(e) all assignable warranties, indemnities and guarantees, if any, related to or necessary for the operation of the Assets, including those warranties, indemnities and guarantees identified on **Schedule 2.1(e)**.

2.2 **Excluded Assets.** Notwithstanding any other provision hereof, the Transferred Assets do not include any assets listed on **Schedule 2.2** (the “Excluded Assets”).

2.3 **Consideration.** The consideration for the transfer of the Transferred Assets from Municipality to ALCOSAN shall be the assumption of the Assumed Liabilities, the execution and delivery of the other Transaction Documents and the performance of the obligations set forth in this Agreement. The parties acknowledge and agree that the consideration provided for in this Agreement represents fair consideration and reasonable equivalent value for the transfer of the Transferred Assets and the transactions, covenants and agreements set forth in this Agreement, which consideration was agreed upon as the result of arm's length good faith negotiations between the parties and their respective representatives.

2.4 **Assumed Liabilities.** Subject to Section 2.5 and all other terms and conditions in this Agreement, ALCOSAN shall assume, implement, perform and discharge only those duties, liabilities, obligations, and responsibilities (collectively, the “Assumed Liabilities”) of Municipality as they pertain exclusively to the Transferred Assets arising after the Closing Date, including (in each case only to the extent arising after the Closing Date):

(a) all work relating to the operation, inspection, maintenance/repair and replacement of the Transferred Assets, other than work described in Section 3.8 and Section 3.9 hereof; (b) all measures relating to the future upgrade of the Transferred Assets in the Municipal Feasibility Study, subject to and in accordance with the Modified Consent Decree; and (c) all work relating to the design, installation, operation, inspection and maintenance/repair of any project proposed in the Municipal Feasibility Study for new or upgraded facilities specified to address performance or capacity issues relating to the Transferred Assets that has been approved by the Regulatory Agencies in a legally binding document, including a consent order if necessary; provided, however, that if ALCOSAN obtains approval from the Regulatory Agencies to eliminate the proposed project or defer or implement a modification of the originally proposed project, then ALCOSAN shall not be required to complete such project or shall complete such project as modified. Municipality acknowledges and agrees that following the transfer, ALCOSAN may negotiate with the Regulatory Agencies, for the purpose of complying with its Modified Consent Decree obligations in a cost effective manner and realizing the benefits of regionalization, any project or projects, including the scope and schedule thereof, originally proposed in the Municipal Feasibility Study that relate directly or exclusively to the Transferred Assets, which may result in the elimination, deferral, or modification of the project or projects

proposed in the Municipal Feasibility Study. For the avoidance of doubt, this Section 2.4 is not intended to expand any obligations of Municipality under the Municipal Feasibility Study.

2.5 Retained Liabilities. Municipality shall retain, remain and be solely responsible for the timely and complete payment, performance and discharge of all of the Retained Liabilities.

ARTICLE 3 — REPRESENTATIONS AND WARRANTIES BY MUNICIPALITY

Municipality hereby represents and warrants to ALCOSAN, as of the Closing Date, as follows:

3.1 Authorization. Municipality has full power and authority to make, execute, deliver and perform the Transaction Documents.

3.2 Execution. This Agreement has been, and on the Closing Date the other Transaction Documents will be, duly and validly executed and delivered by Municipality and have been or shall be duly authorized by all necessary or advisable governmental and other action all as required by applicable Laws and constitutes (or upon such execution and delivery will constitute) legal, valid and binding obligations of Municipality enforceable against Municipality in accordance with all of the terms and provisions in this Agreement.

3.3 No Conflicts. Other than those consents identified on Schedule 3.3 (the “Required Consents”), the execution, delivery and performance of this Agreement by Municipality and the consummation by Municipality of the transactions contemplated in this Agreement will not: (a) breach or result in a default (or an event which, with the giving of notice or the passage of time, or both, would constitute a default) or otherwise give any person a basis for accelerated or increased rights or termination or nonperformance under any agreements by which Municipality or the Transferred Assets are bound; (b) result in the violation of any provision of applicable Laws or any of the Licenses and Permits; or (c) result in the creation or imposition of any Liens upon any Transferred Assets.

3.4 Title to Property; Encumbrances. Excepting Permitted Encumbrances, to Municipality’s Knowledge, Municipality has valid and marketable title to the Transferred Assets free and clear of all Liens and other encumbrances. Except as set forth on Schedule 3.4 (the “Known Title Defects”), to Municipality’s Knowledge, there are no Title Defects.

3.5 Litigation. Other than as listed on Schedule 3.5, there is no suit, Action, arbitration, claim, proceeding or investigation pending or threatened against Municipality or any of the Transferred Assets, and there are no facts or circumstances which could reasonably form the basis of any such suit, Action, arbitration, claim, proceeding or investigation.

3.6 Licenses and Permits. Schedule 3.6 contains a complete and correct list of all Licenses and Permits, all of which have been duly issued and are valid and in good standing with no unsatisfied condition or qualification. Municipality is in compliance with the terms and conditions of, and has performed all obligations under, all such Licenses and Permits. Municipality has not received any notice of non-renewal of any such Licenses and Permits.

3.7 Compliance with Laws. Except as identified in the Consent Order or on Schedule 3.7,

the Transferred Assets and Municipality's past and present operation thereof are in compliance with all applicable Laws.

3.8 Inspection; Maintenance/Repair and Source Reduction. Municipality has (a) completed, to ALCOSAN's satisfaction, the inspection and maintenance/repairs with respect to the program as required by the Consent Order; and (b) implemented, as applicable, the CSO Nine Minimum Controls Plan and the Operation and Maintenance Plan with respect to the Assets.

3.9 Repair of Significant Defects. Municipality has completed, to ALCOSAN's satisfaction and in accordance with any applicable Repair Plan, the repair and rehabilitation of items identified as significant defects in the Defect Report attached hereto as Exhibit B, except those items as to which Municipality has entered into a Post-Closing Repair and Reimbursement Agreement as of the date hereof (the "Post-Closing Repair and Reimbursement Agreement"), pursuant to which ALCOSAN has agreed to complete such repair and rehabilitation on behalf of Municipality, and Municipality has agreed to reimburse ALCOSAN for the agreed upon costs thereof, in accordance with the terms and conditions of the Post-Closing Repair and Reimbursement Agreement.

3.10 AS-IS WHERE-IS. Except for Title Defects and as otherwise set forth in this Agreement, the parties agree that Municipality is conveying the Transferred Assets to ALCOSAN in an "as-is, where-is" condition. Except as set forth in this Agreement, neither Municipality nor anyone acting on behalf of Municipality has made any representation or warranty, express or implied, to ALCOSAN with respect to Municipality or the Assets.

ARTICLE 4 — REPRESENTATIONS AND WARRANTIES OF ALCOSAN

ALCOSAN hereby represents and warrants to Municipality, as of the Closing Date, as follows:

4.1 Authorization. ALCOSAN has full power and authority to make, execute, deliver and perform the Transaction Documents.

4.2 Execution. This Agreement has been, and on the Closing Date the other Transaction Documents will be, duly and validly executed and delivered by ALCOSAN and have been or shall be duly authorized by all necessary or advisable governmental and other action all as required by applicable Laws and constitutes (or upon such execution and delivery will constitute) legal, valid and binding obligations of ALCOSAN enforceable against ALCOSAN in accordance with all of the terms and provisions in this Agreement.

4.3 No Conflicts. The execution, delivery and performance of this Agreement by ALCOSAN and the consummation by ALCOSAN of the transactions contemplated in this Agreement will not: (a) breach or result in a default (or an event which, with the giving of notice or the passage of time, or both, would constitute a default) or otherwise give any person a basis for accelerated or increased rights or termination or nonperformance under any agreement by which ALCOSAN is bound or (b) result in the violation of any provision of applicable Laws.

4.4 No Other Representations. Except for the representations and warranties made in this Article 4, Municipality understands and agrees that neither ALCOSAN nor anyone acting on its

behalf makes any express or implied representations or warranties with respect to the transactions contemplated by this Agreement.

ARTICLE 5 — CLOSING DELIVERABLES

5.1 Closing. The closing of the transactions contemplated by this Agreement (the “Closing”) will take place on the Closing Date at such place as the parties may mutually agree.

5.2 Closing Date Deliverables of Municipality. On the Closing Date, Municipality shall have executed and delivered to ALCOSAN the following documents and instruments, in form and substance reasonably satisfactory to ALCOSAN and its counsel, as are necessary or desirable in order to consummate the transactions contemplated hereby, each dated as of the Closing Date (together with this Agreement, the “Transaction Documents”):

- (a) a Bill of Transfer in substantially the form of **Exhibit C**;
- (b) an Assignment and Assumption Agreement in substantially the form of **Exhibit D** (the “Assignment and Assumption Agreement”);
- (c) any deeds, easements, rights-of-way, assignments, and licenses of all real property interests of Municipality that are part of the Transferred Assets in recordable form, together with and including the Right-of-Entry License in substantially the form of **Exhibit E**; and
- (d) as applicable, the Post-Closing Repair and Reimbursement Agreement in substantially the form of **Exhibit F**.

5.3 Consents and Approvals. Municipality shall have delivered to ALCOSAN each Required Consent as of the Closing Date, except as may otherwise be provided in the Assignment and Assumption Agreement.

5.4 Closing Date Deliverables of ALCOSAN. ALCOSAN and any other parties thereto (other than Municipality) shall have executed and delivered to Municipality the following documents and instruments, in form and substance reasonably satisfactory to Municipality and its counsel, as are necessary or desirable in order to consummate the transactions contemplated hereby, each dated as of the Closing Date:

- (a) the Assignment and Assumption Agreement;
- (b) any deeds, easements, rights-of-way, assignments, and licenses of all real property interests that are part of the Transferred Assets in recordable form, together with and including the Right-of-Entry License; and
- (c) as applicable, the Post-Closing Repair and Reimbursement Agreement.

5.5 Issuance or Transfer of Permits by Regulatory Agencies. ALCOSAN shall have received from the Regulatory Agencies approval of all required WQM II Permits and NPDES Permits, as applicable, or the transfer of same by Municipality.

ARTICLE 6 — INDEMNIFICATION AND RELEASE

6.1 Indemnification.

(a) ALCOSAN Indemnification of Municipality. From and after the Closing Date, ALCOSAN shall release, defend, indemnify and hold Municipality harmless from and against any and all Damages arising out of or relating to (i) the Assumed Liabilities, (ii) the failure by ALCOSAN to perform or observe any agreement or condition to be performed or observed by ALCOSAN pursuant to this Agreement, and (iii) any misrepresentation or breach of warranty under Article 4.

(b) Municipality Indemnification of ALCOSAN. From and after the Closing Date (subject to the last sentence of Section 8.9 and Section 8.10), Municipality shall release, defend, indemnify and hold ALCOSAN harmless from and against any and all Damages arising out of or relating to (i) the Retained Liabilities, (ii) the Excluded Assets, (iii) the failure by Municipality to perform or observe any agreement or condition to be performed or observed by Municipality pursuant to this Agreement, (iv) any misrepresentation or breach of warranty under Article 3, (v) the Non-Public Title Defects, and (vi) the Public Title Defects. Notwithstanding the foregoing, Municipality shall not be obligated to indemnify ALCOSAN pursuant to Section 6.1(b)(vi) for permit fees or other fees charged by a Governmental Authority or railroad in the ordinary course of operation and maintenance of the Transferred Assets subject to a Public Title Defect except to the extent such Damages arose because the Transferred Assets were improperly located within the subject real property without the right to do so.

(c) Indemnification Procedure. In the event of a claim for Damages pursuant to this Article 6, the parties shall follow the procedures set forth in **Exhibit G** attached hereto and incorporated herein by this reference.

ARTICLE 7 — COVENANTS

7.1 Responsibility for Closing Costs.

(a) In connection with the conveyance of the Transferred Assets to ALCOSAN, ALCOSAN shall pay or cause to be paid (i) counsel fees of ALCOSAN and any other consultants, brokers, or other advisors retained by ALCOSAN, (ii) the cost of any due diligence investigations performed by ALCOSAN with respect to the Assets, (iii) all survey costs, (iv) all costs of recordation in connection with the deeds/recordable instruments except those required to clear title to the Assets, (v) fifty percent (50%) of all realty transfer tax, if any, in connection with the deeds/recordable instruments (except with respect to those required to clear title as to which ALCOSAN shall have no responsibility to pay any applicable transfer tax), and (vi) all other costs and expenses of ALCOSAN in connection with the transactions contemplated by this Agreement.

(b) In connection with the conveyance of the Transferred Assets to ALCOSAN, Municipality shall pay or cause to be paid (i) counsel fees of Municipality and any other consultants, brokers, or other advisors working with or providing assistance to Municipality, (ii) the costs of all application, review and other fees required by third-parties (including any Governmental Authority) in connection with obtaining the Required Consents and any other

approvals to transfer, convey, assign and deliver the Transferred Assets to ALCOSAN, (iii) all costs of preparation of the deeds/recordable instruments, (iv) all costs of recordation in connection with deeds/recordable instruments required to clear title to the Assets, (v) fifty percent (50%) of all realty transfer tax, if any, in connection with the deeds/recordable instruments (except with respect to those required to clear title as to which Municipality shall pay one hundred percent (100%) of any applicable transfer tax), and (vi) all other costs and expenses of Municipality in connection with the transactions contemplated by this Agreement.

7.2 Access Rights. Pursuant to the Right-of-Entry License and Release entered into between Municipality and ALCOSAN as of the date hereof (the “Right-of-Entry License”), ALCOSAN shall be permitted to access, maintain, repair or replace any of the Transferred Assets located within property or rights-of-way owned or controlled by Municipality, and Municipality shall waive and otherwise not charge ALCOSAN any permit or other fees relating to such access, maintenance, repair and replacement; provided, however, in the event ALCOSAN damages the property owned or benefiting Municipality, ALCOSAN shall be responsible for the repair of same in accordance with the terms and conditions of the Right-of-Entry License.

7.3 Minimum Controls. From and after the Closing, Municipality shall comply with, as applicable to Municipality, the CSO Nine Minimum Controls Plan submitted to DEP (the “CSO Nine Minimum Controls Plan”) and the Operation and Maintenance Plan submitted to the ACHD (the “Operation and Maintenance Plan”) with respect to the Excluded Assets, the Retained Liabilities and any other portion of its sewer system not conveyed to ALCOSAN hereunder.

7.4 Permit Transfer. Municipality and ALCOSAN acknowledge and agree that Municipality and ALCOSAN shall cooperate to apply for and pursue (a) the transfer of the Permits from the Regulatory Agencies referenced in Section 5.5 from Municipality to ALCOSAN, (b) the transfer of such other Licenses and Permits from Municipality to ALCOSAN for which Required Consents must be obtained, and (c) the re-issuance or issuance of such Licenses and Permits to ALCOSAN as may otherwise be required to effectuate the purposes of this Transfer Agreement. In furtherance of such cooperation and to the extent legally permissible, Municipality shall execute all documents required by all applicable Regulatory Agencies, Governmental Authorities, and other third-parties to effect the appointment of ALCOSAN as operator under such Licenses and Permits and shall authorize ALCOSAN to commence operations as operator under such Licenses and Permits, and ALCOSAN acknowledges and agrees that it shall indemnify Municipality from and against all Damages incurred or suffered as a result of ALCOSAN’s acts or omissions under or with respect to such Licenses and Permits; provided, however, that such indemnification shall apply only if Municipality provided a copy of such Licenses and Permits to ALCOSAN or otherwise provided written notice to ALCOSAN of all of Municipality’s obligations thereunder prior to the Closing Date.

7.5 Future Development. From and after the Closing, Municipality shall not object to future development in other municipalities, provided that such future development is supported by a final and non-appealable DEP-approved Act 537 plan/study or an amendment to an existing Act 537 plan/study and related Chapter 94 planning modules (or such other comparable DEP approvals under then applicable Laws), based solely upon existing or projected additional sewage flows through sewer lines located within Municipality unless such projected flows shall

adversely affect Municipality's compliance with Laws or its obligations under a consent order or legally enforceable obligation.

7.6 Direct Connections. From and after the Closing, Municipality acknowledges and agrees that ALCOSAN will not be required to permit any Direct Connections. In the event that any owner of property located in Municipality desires to connect to any Transferred Asset, ALCOSAN shall have the right to review any such proposed connection in advance and either approve or disapprove the proposed connection. If such proposed connection is approved by ALCOSAN, such connection shall not be a Direct Connection to the Transferred Asset but shall be a connection to a stub connection line between the Transferred Asset and the property owner's service lateral, which stub connection line shall be owned by Municipality and shall be equal to, as measured from the point of connection with the Transferred Asset, the first ten feet (10') in length of such lateral line or such greater or lesser portion as shall be approved by ALCOSAN. Any approved connection must be in accordance with ALCOSAN specifications, and ALCOSAN shall charge Municipality a fee to cover the reasonable cost of the review and approval process, which fee may be paid by Municipality or the property owner, as applicable.

7.7 Grant of Easement or Right-of-Way. Municipality acknowledges and agrees that the Modified Consent Decree contemplates that ALCOSAN will assume responsibility for certain future sewer improvements, including without limitation future wet weather compliance facilities, many of which would otherwise be the obligation of Municipality, and that such improvements and facilities will require Municipality to grant to ALCOSAN certain temporary and/or permanent easements or rights-of-way on property owned or controlled by Municipality. From and after the Closing, Municipality covenants and agrees to grant to ALCOSAN such temporary and/or permanent easements or rights-of-way to the extent reasonably required by ALCOSAN in connection with any such improvements and facilities, located within public rights-of-way or otherwise on property owned or controlled by Municipality, subject to the following: (a) ALCOSAN will endeavor to use existing easements and rights-of-way for such improvements and facilities to the extent reasonably practicable and feasible, (b) ALCOSAN will endeavor to keep such improvements and facilities underground, to the extent reasonably practicable and feasible, (c) with respect to such improvements and facilities as to which underground locations are not reasonably practicable or feasible and which therefore require permanent above-ground locations, ALCOSAN and Municipality will cooperate in good faith to agree upon locations that permit the optimal functioning of such improvements and facilities while, to the extent reasonably practicable and feasible, preserving the essential character of the public space, and (d) any such grant by Municipality to ALCOSAN will be at no cost to ALCOSAN.

7.8 Stream Removal. To the extent (a) ALCOSAN undertakes any stream removal projects within Municipality to meet obligations under the Modified Consent Decree and/or (b) the proposed stream removal project contributes to Municipality's specific obligations for source reduction under a Consent Order requirement, then Municipality agrees to reasonably cooperate with ALCOSAN in connection with, and participate in, such stream removal projects. Said cooperation and participation shall be in good faith, with the specific terms and estimated costs to be agreed upon in advance; provided Municipality's share shall not exceed twenty percent (20%) of the project costs. The parties will reasonably cooperate to seek third-party funding sources such as grants and low-interest loans to apply towards the costs of such stream removal

projects.

7.9 Manholes and CCTV. Municipality shall locate and allow ALCOSAN to inspect any manholes that were not located and inspected during ALCOSAN's initial inspection, and ALCOSAN shall repair such manholes, as needed. Municipality shall clean, CCTV, and inspect any pipe segments that were not cleaned, CCTV-ed, and inspected during ALCOSAN's initial inspection, and Municipality shall repair such pipe segments, as needed. ALCOSAN will not accept any pipe segments that have not been cleaned, CCTV-ed, and inspected prior to transfer.

ARTICLE 8 — MISCELLANEOUS

8.1 Notices. Any notice required or desired to be given to a person under the provisions in this Agreement shall be in writing and either personally delivered or delivered by sending the notice by certified mail, return receipt requested, postage prepaid, or a reliable and reputable overnight courier service, charges prepaid, to the address set forth below. Notice pursuant to this paragraph shall be conclusively deemed to have been given to the person entitled thereto, upon the earlier of actual receipt or the second business day after deposit in the United States mail or the next business day after timely deposit with an overnight courier service for delivery to that person.

Notices are to be addressed as follows:

To ALCOSAN:

ALCOSAN
3300 Preble Avenue
Pittsburgh, PA 15233
Attention: Executive Director

With a copy to:

ALCOSAN
3300 Preble Avenue
Pittsburgh, PA 15233
Attention: Director of Regional Conveyance

To Municipality:

Township of Upper St. Clair
1820 McLaughlin Run Road
Upper St. Clair, PA 15241
Attention: Township Manager

With a copy to:

Township of Upper St. Clair
1820 McLaughlin Run Road
Upper St. Clair, PA 15241
Attention: President, Board of Commissioners

Whenever any notice or other communication is required to be given pursuant to the provisions of this Agreement, a waiver thereof, in writing, signed by the person entitled to such notice, whether before or after the time stated therein, shall be deemed to be delivery of notice for the purposes of this Agreement.

8.2 Effect of Waiver or Consent. No course of dealing, custom or conduct nor any delay or failure on the part of Municipality or ALCOSAN to exercise any right, power or remedy shall be or be deemed a waiver or release of such right, power or remedy or otherwise prejudice or impair the rights, powers, benefits or remedies of Municipality or ALCOSAN. No waiver or release by Municipality or ALCOSAN shall be valid or binding unless given in a writing signed by Municipality or ALCOSAN to be charged with the waiver or release. A waiver or consent,

express or implied, to or of any breach or default by any party in the performance by that party of any of its/his duties or obligations with respect to this Agreement is not a consent or waiver to or of any other breach or default in the performance by that party or any other party of the same or any other duties or obligations of that party or any other party with respect to this Agreement. Failure on the part of a party to declare any party in default or breach with respect to this Agreement, irrespective of how long that failure continues, does not constitute a waiver or release by that party of its rights with respect to that default or breach until the period of the applicable statute of limitations has expired.

8.3 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. If executed in multiple counterparts, this Agreement shall become binding when any counterpart or counterparts, individually or taken together, bear the signatures of all of the parties. This Agreement, to the extent signed and delivered by means of facsimile machine or other electronic transmission (including .pdf), shall be treated in all manner and respects and for all purposes as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. Neither party shall raise the use of facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement was transmitted or communicated through the use of facsimile machine or other electronic transmission as a defense to the formation or enforceability of the Agreement and each party forever waives any such defense.

8.4 Amendments and Binding Effect. All amendments to this Agreement must be in writing, signed by Municipality and ALCOSAN and shall take effect immediately. Oral agreements to amend or change this Agreement, or any part thereof, shall not be valid or binding and Municipality and ALCOSAN, for themselves and their successors, fully and forever waive and release any and all rights to make, assert or claim that this Agreement has been amended by an oral agreement. This Agreement and all provisions herein shall be binding upon and inure to the benefit of Municipality and ALCOSAN and their respective successors; provided that neither party may assign or transfer any of its rights or interests under this Agreement without first obtaining the prior written consent of the other party which consent will not be unreasonably withheld, delayed or conditioned.

8.5 Governing Law. This Agreement and the rights and duties of Municipality and ALCOSAN shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

8.6 Severability. If any provision in this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable to any extent as to any person or circumstance under any present or future Laws, such findings shall not render that provision invalid or unenforceable as to any other persons or circumstances.

8.7 Interpretation and Construction. In no event shall any construction, interpretation, enforcement, presumption or inference, in favor of or against Municipality, ALCOSAN or any person be made as a consequence of the identity of the draftsman of this Agreement. Municipality and ALCOSAN covenant and agree that this Agreement shall be construed and

interpreted in a neutral manner and in interpreting this Agreement, there shall be no presumption or inference, by operation of law or otherwise, that any provision or part of this Agreement shall be more strictly construed against any person for any reason whatsoever. In interpreting this Agreement, the use of any gender shall include all genders; the singular shall include the plural and the plural the singular and words used in the past or present tense shall include the future whenever necessary or advisable to produce the intended meaning or effect unless the application of the foregoing would result in a construction inconsistent with the manifest intent or objectives of the Agreement. All references to annexes, schedules or exhibits are to annexes, schedules or exhibits attached hereto, each of which is incorporated herein and made a part hereof for all purposes. The paragraph headings in this Agreement are for convenience only; they do not form a part of this Agreement and shall not affect or be used in its construction or interpretation. The provisions in this Agreement, in all circumstances, shall always control and supersede any course of conduct, dealing, performance, custom or usage inconsistent or in conflict with any of the provisions in this Agreement.

8.8 Further Actions. Municipality and ALCOSAN agree that each party shall cooperate fully and act in good faith with the other party and shall comply fully with all provisions and applicable Laws relating to the preparation and maintenance of complete and accurate records. If, at any time after the Closing Date, any further action is necessary or desirable to carry out the intent or any of the purposes or objectives of this Agreement, including the issuance, transfer or amendment of WQM II or NPDES permits, Municipality and ALCOSAN shall take or cause to be taken all such necessary, advisable or convenient action and execute, acknowledge, deliver and file all necessary, desirable or convenient documentation. Municipality and ALCOSAN further agree to participate in collaborative discussions to establish and implement flow reduction measures, including flow targets, which are mutually acceptable.

8.9 Survival. All representations, warranties, covenants and agreements of the parties contained in this Agreement and in any other agreements, documents or certificates executed or delivered by the parties pursuant to this Agreement, including the Transaction Documents, or in connection with the transactions contemplated by this Agreement will survive the execution, delivery and performance of this Agreement and the Closing. Notwithstanding the foregoing, in the absence of fraud, willful misconduct, or gross negligence of Municipality (and provided a claim has not been made with respect to such indemnification obligations under Section 6.1(c)), Municipality's indemnification obligations under Section 6.1(b)(iv) (relating to representations and warranties), Section 6.1(b)(v) (relating to Non-Public Title Defects), and Section 6.1(b)(vi) (relating to Public Title Defects) shall expire twelve (12) years following the Closing Date.

8.10 Expiration of Retained Liabilities. In the absence of fraud, willful misconduct, or gross negligence of Municipality (and provided a claim has not been made with respect to such Retained Liabilities under Section 6.1(c)), the following Retained Liabilities, as defined in Section 1.1, shall expire and cease to be Retained Liabilities, as set forth below:

- (i) "all liabilities arising out of or relating to services, work or projects performed by or on behalf of Municipality" shall expire and cease to be Retained Liabilities twelve (12) years following the Closing Date;
- (ii) "all debts, covenants, liabilities and obligations for the payment of sums to

bondholders or creditors in connection with general obligation bonds, loans, or other instruments” shall not expire;

(iii) “all liabilities to any employee of Municipality under any contracts, agreements or plans or benefits or relating to payroll, vacation, sick leave, severance, termination, retention, worker's compensation, unemployment benefits, pension benefits, health care plans or benefits or any other employee plans or benefits of any kind for Municipality’s employees or former employees or both” shall not expire;

(iv) “all liabilities arising out of or relating to any contracts made or services, work, projects, supplies or materials provided by or on behalf of Municipality” shall expire and cease to be Retained Liabilities twelve (12) years following the Closing Date;

(v) “all liabilities arising out of or connected with any breach or alleged breach of or in connection with contracts made by or on behalf of Municipality regarding or relating to the Assets or violation of any applicable Laws by Municipality” shall expire and cease to be Retained Liabilities twelve (12) years following the Closing Date;

(vi) “any and all liabilities for any Actions, Liens, claims, suits or demands of any kind asserted, brought or filed by any person arising out of or connected with any negligence of Municipality or Municipality’s operation of the Transferred Assets” shall expire and cease to be Retained Liabilities twelve (12) years following the Closing Date;

(vii) “any liability arising out of Illegal Connections, including removal of such Illegal Connections” shall expire and cease to be Retained Liabilities twelve (12) years following the Closing Date, provided that Municipality shall reasonably cooperate with ALCOSAN to remove any such Illegal Connections if so requested;

(viii) “any liability arising out of Unauthorized Connections, including either removal of such Unauthorized Connections or obtaining required authorizations for such Unauthorized Connections” shall expire and cease to be Retained Liabilities twelve (12) years following the Closing Date, provided that Municipality shall reasonably cooperate with ALCOSAN to remove any such Unauthorized Connections if so requested;

(ix) “any liability arising out of Direct Connections, including liability to property owners for sewer backups” shall expire and cease to be Retained Liabilities twelve (12) years following the Closing Date, provided that Municipality shall reasonably cooperate with ALCOSAN to remove any such Direct Connections if so requested.

8.11 Release. Municipality, and anyone claiming by, under or through it (collectively, the “Releasing Parties”), hereby absolutely, unconditionally and irrevocably releases and forever discharges ALCOSAN, and its past, present or future directors, officers, managers, employees, agents, attorneys, financial and other advisors and representatives (collectively, the “Released Parties”) from and absolutely, unconditionally and irrevocably forever waives all claims, Actions, causes of action, suits, debts, liabilities, obligations, sums of money, controversies, Damages, judgments and demands arising out of, relating to or in any way connected to any increase in ALCOSAN's system-wide rates to account exclusively for the Assumed Liabilities hereunder and ALCOSAN's assumption of liabilities in connection with ALCOSAN's acquisition

of Transferred Assets from various municipalities and municipal authorities in Allegheny County (the “Released Claims”); provided, however, that Released Claims shall not include (and the Releasing Parties shall retain all rights with respect to ALCOSAN for) any obligations of ALCOSAN arising out Section 6.1(a) of this Agreement.

8.12 Modification of Outstanding Agreements. Notwithstanding anything to the contrary herein, except for the agreements listed on **Schedule 8.12**, nothing in this Agreement is intended to amend, modify or supersede any existing agreement by and between the parties hereto and all such agreements shall remain in full force and effect following the Closing Date.

[Signature Page Follows]

IN WITNESS WHEREOF, ALCOSAN and Municipality, by their duly authorized representatives, have signed and sealed this Agreement effective as of the date first set forth above.

MUNICIPALITY:

TOWNSHIP OF UPPER ST. CLAIR

By: _____
Name:
Title:

ALCOSAN:

ALLEGHENY COUNTY SANITARY
AUTHORITY

By: _____
Name: Arletta Scott Williams
Title: Executive Director

[Signature Page to Transfer Agreement – POC # C-55-02]

DISCLOSURE SCHEDULES

Schedule 1.1.1 - Known Exceptions to “Illegal Connections”

DISCLOSURE SCHEDULES

Schedule 1.1.2 - Contested Liens

DISCLOSURE SCHEDULES

Schedule 2.1(b) - Third-Party Real Property Interests to be Assigned to ALCOSAN

DISCLOSURE SCHEDULES

Schedule 2.1(d) - Records of Municipality

Document Type	File Name	Document Name	Description	Original Document Date
Construction Drawings	USCL_C-55-02_CNDWG_C_001-003_3191.pdf	40799	Upper St. Clair Township Allegheny County, Penna. Construction Plan for Sanitary Sewers Drainage District B-6 Contract No. 23 C-8091	9/30/1961
Construction Drawings	USCL_C-55-02_CNDWG_C_Cover_3190.pdf	40799	Township of Upper St. Clair Allegheny County, Pennsylvania Sanitary Sewerage System Contract No. 23	9/30/1961
Construction Drawings	USCL_C-55-02_CNDWG_C_002-003_3194.pdf	40799	Upper St. Clair Township Allegheny County Penna Construction Plan for Sanitary Sewers Drainage District B-6 Contract No. 23 C-8091	9/30/1961
Construction Drawings	USCL_C-55-02_CNDWG_C_001-003_3195.pdf	40799	Upper St. Clair Township Allegheny County, Penna. Construction Plan for Sanitary Sewers Drainage District B-6 Contract No. 23 C-8091	9/30/1961
Construction Drawings	USCL_C-55-02_CNDWG_C_003-003_3193.pdf	40799	Upper St. Clair Township Allegheny, Penna. Construction Plan for Sanitary Sewers Drained District B-6 Contract No. 23 C-8091	9/30/1961
Construction Drawings	USCL_C-55-02_CNDWG_C_002-003_3192.pdf	40799	Upper St. Clair Township Allegheny County, Penna. Construction Plan for Sanitary Sewers Drainage District B-6 Contract No. 23 C-8091	9/30/1961
Legal Descriptions	PBV 0071 PG 0126.pdf	PBV 0071 PG 0126	Deerfield Manor Plan of Lots No. 3	3/31/1960
Legal Descriptions	DBV 006726 PG 0373.pdf	DBV 006726 PG 0373	Deed Bk 6726 Pg 373	8/29/1983
Legal Descriptions	PBV 0126 PG 0115.pdf	PBV 0126 PG 0115	King Estates Plan	8/24/1983
Legal Descriptions	PBV 0124 PG 0179.pdf	PBV 0124 PG 0179	Revised Galbreath Estates Plan	12/28/1982
Legal Descriptions	PBV 0084 PG 0200.pdf	PBV 0084 PG 0200	Pollok Plan of Lots	1/21/1968
Legal Descriptions	PBV 0083 PG 0153.pdf	PBV 0083 PG 0153	Deerfield Manor Plan of Lots No. 4	5/31/1967
Legal Descriptions	PBV 0042 PG 0135.pdf	PBV 0042 PG 0135	Marella Manor	4/30/1947
Agreements	BRPS_C-55-02_AGREE_1874.pdf	2010-10-06 Letter to BETH - Amended Agreement for Brush Run Watershed	Amended Agreement for Sewage Conveyance Brush Run Watershed	10/5/2010
Agreements	PETE_C-55-02_AGREE_2108.pdf	2002-10-09 Sanitary Sewer Agreement	Unsigned Agreement - Xfer of Marella sewage to PTSA	10/8/2002
Agreements	PETE_C-55-02_AGREE_2107.pdf	1964-09-01 Sewage Disposal System Agreement	ALCOSAN service to Marella portion of Peters Twp	8/31/1964
Authorizations and Ordinances	1964-08-03 Ordinance No. 66 - Supervisors of Peters Township - Agreement Consideration.pdf	1964-08-03 Ordinance No. 66 - Supervisors of Peters Township - Agreement Consideration	Ordinance No.66- Agreement Consideration	8/2/1964

Document Type	File Name	Document Name	Description	Original Document Date
Construction Drawings	USCL_C-55-02_CNDWG_C_007-007_345.pdf	USC Viewers Plan Cont. No. 22 (Sheet 7 of 7)	Sanitary Sewers Viewers Plan for Contract No. 22	9/30/1964
Construction Drawings	USCL_C-55-02_CNDWG_C_005-007_343.pdf	USC Viewers Plan Cont. No. 22 (Sheet 5 of 7)	Sanitary Sewers Viewers Plan for Contract 22	9/30/1964
Construction Drawings	USCL_C-55-02_CNDWG_C_004-007_342.pdf	USC Viewers Plan Cont. No. 22 (Sheet 4 of 7)	Sanitary Sewers Viewers Plan for Contract 22	9/30/1964
Construction Drawings	USCL_C-55-02_CNDWG_C_003-007_341.pdf	USC Viewers Plan Cont. No. 22 (Sheet 3 of 7)	Sanitary Sewers Viewers Plan for Contract 22	9/30/1964
Equipment and Parts Information	BRPS_C-55-02_EQUIP_390.xlsx	Pump Station Assets	Brush Run Pump Station Assets	3/3/2015
Construction Drawings	USCL_C-55-02_CNDWG_C_003-003_348.pdf	USC Viewers Plan Cont. No. 23 (Sheet 3 of 3)	Sanitary Sewers Contract 23	11/30/1964
Construction Drawings	USCL_C-55-02_CNDWG_C_002-003_347.pdf	USC Viewers Plan Cont. No. 23 (Sheet 2 of 3)	Sanitary Sewers Contract 23	11/30/1964
Construction Drawings	USCL_C-55-02_CNDWG_C_001-003_346.pdf	USC Viewers Plan Cont. No. 23 (Sheet 1 of 3)	Sanitary Sewers Contract 23	11/30/1964
Construction Drawings	USCL_C-55-02_CNDWG_C_001-001_338.PDF	USC Viewers Plan Cont. No. 21	Sanitary Sewers Contract 21	11/30/1964
Construction Drawings	USCL_C-55-02_CNDWG_C_006-007_354.pdf	USC Viewers Plan Cont. No. 24 (Sheet 6 of 7)	Sanitary Sewers Viewers Plan	
Construction Drawings	USCL_C-55-02_CNDWG_C_001-007_349.pdf	USC Viewers Plan Cont. No. 24 (Sheet 1 of 7)	Sanitary Sewers Viewers Plan	
Construction Drawings	USCL_C-55-02_CNDWG_C_010-010_374.pdf	USC Viewers Plan Cont. No. 26 (Sheet 10 of 10)	Viewers Plan for Sanitary Sewers in Contract No. 26 10 of 10 C8128	
Construction Drawings	USCL_C-55-02_CNDWG_C_009-010_373.pdf	USC Viewers Plan Cont. No. 26 (Sheet 9 of 10)	Viewers Plan for Sanitary Sewers in Contract No. 26 9 of 10 C8128	
Construction Drawings	USCL_C-55-02_CNDWG_C_008-010_372.pdf	USC Viewers Plan Cont. No. 26 (Sheet 8 of 10)	Viewers Plan for Sanitary Sewers in Contract No. 26 8 of 10 C8128	
Construction Drawings	USCL_C-55-02_CNDWG_C_007-010_371.pdf	USC Viewers Plan Cont. No. 26 (Sheet 7 of 10)	Viewers Plan for Sanitary Sewers in Contract No. 26 7 of 10 C8128	
Construction Drawings	USCL_C-55-02_CNDWG_C_006-010_370.pdf	USC Viewers Plan Cont. No. 26 (Sheet 6 of 10)	Viewers Plan for Sanitary Sewers in Contract No. 26 6 of 10 C8128	
Construction Drawings	USCL_C-55-02_CNDWG_C_005-010_369.pdf	USC Viewers Plan Cont. No. 26 (Sheet 5 of 10)	Viewers Plan for Sanitary Sewers in Contract No. 26 5 of 10 C8128	
Construction Drawings	USCL_C-55-02_CNDWG_C_003-010_367.pdf	USC Viewers Plan Cont. No. 26 (Sheet 3 of 10)	Viewers Plan for Sanitary Sewers in Contract No. 26 3 of 10 C8128	

Document Type	File Name	Document Name	Description	Original Document Date
Construction Drawings	USCL_C-55-02_CNDWG_C_002-010_366.pdf	USC Viewers Plan Cont. No. 26 (Sheet 2 of 10)	Viewers Plan for Sanitary Sewers in Contract No. 26 2 of 10 C8128	
Construction Drawings	USCL_C-55-02_CNDWG_C_006-014_314.pdf	USC Contract No. 26 (Sheet 16 of 16)	Construction Plan for Sanitary Sewers Drainage District B-5A C-8091	3/31/1962
Construction Drawings	USCL_C-55-02_CNDWG_C_001-010_365.pdf	USC Viewers Plan Cont. No. 26 (Sheet 1 of 10)	Viewers Plan for Sanitary Sewers in Contract No. 26 1 of 10 C8128	7/31/1965
Construction Drawings	USCL_C-55-02_CNDWG_C_012-014_311.pdf	USC Contract No. 26 (Sheet 13 of 16)	Construction Plan for Sanitary Sewers Drainage District B-5A C-8091	3/31/1962
Construction Drawings	USCL_C-55-02_CNDWG_C_011-014_310.pdf	USC Contract No. 26 (Sheet 12 of 16)	Construction Plan for Sanitary Sewers Drainage District B-5A C-8091	5/31/1962
Construction Drawings	USCL_C-55-02_CNDWG_C_007-014_306.pdf	USC Contract No. 26 (Sheet 8 of 16)	Bench Mark Data C-8091	4/30/1962
Construction Drawings	USCL_C-55-02_CNDWG_C_005-014_305.pdf	USC Contract No. 26 (Sheet 7 of 16)	Construction Plan for Sanitary Sewers Drainage District B-5A C-8091	4/30/1962
Construction Drawings	USCL_C-55-02_CNDWG_C_003-014_303.pdf	USC Contract No. 26 (Sheet 5 of 16)	Construction Plan for Sanitary Sewers Drainage District B-5A C-8091 (revised)	4/30/1962
Construction Drawings	USCL_C-55-02_CNDWG_C_001-014_268.pdf	USC Contract No. 26 (Sheet 2 of 16)	Construction Plan for Sanitary Sewers Drainage District B-5A C-8091 (revised)	4/30/1962
Construction Drawings	USCL_C-55-02_CNDWG_C_004-004_378.pdf	USC Viewers Plan Cont. No. 32 (Sheet 4 of 6)	Viewers Plan for Chartiers Sanitary Trunk Sewer 4 of 4 C-8091	10/31/1975
Construction Drawings	USCL_C-55-02_CNDWG_C_001-001_267.pdf	USC Contract No. 26 (Sheet 1 of 16)	Cover Sheet C-8091	4/30/1962
Construction Drawings	USCL_C-55-02_CNDWG_C_011-011_266.pdf	USC Contract No. 25 (Sheet 12 of 12)	Sanitary Sewers Drainage Districts B-3,5,5B Construction Plan	4/30/1962
Construction Drawings	USCL_C-55-02_CNDWG_C_003-004_377.pdf	USC Viewers Plan Cont. No. 32 (Sheet 3 of 6)	Viewers Plan for Chartiers Sanitary Trunk Sewer 3 of 4 C-8091	10/31/1975
Construction Drawings	USCL_C-55-02_CNDWG_C_010-011_265.pdf	USC Contract No. 25 (Sheet 11 of 12)	Sanitary Sewers Drainage Districts B-3,5,5B Construction Plan	12/31/1963
Construction Drawings	USCL_C-55-02_CNDWG_C_009-011_264.pdf	USC Contract No. 25 (Sheet 10 of 12)	Sanitary Sewers Drainage Districts B-3,5,5B Construction Plan	4/30/1962
Construction Drawings	USCL_C-55-02_CNDWG_C_008-011_263.pdf	USC Contract No. 25 (Sheet 9 of 12)	Sanitary Sewers Drainage Districts B-3,5,5B Construction Plan	4/30/1962
Construction Drawings	USCL_C-55-02_CNDWG_C_002-004_376.pdf	USC Viewers Plan Cont. No. 32 (Sheet 2 of 6)	Viewers Plan for Chartiers Sanitary Trunk Sewer 2 of 4 C-8091	10/31/1975
Construction Drawings	USCL_C-55-02_CNDWG_C_007-011_262.pdf	USC Contract No. 25 (Sheet 8 of 12)	Sanitary Sewers Drainage Districts B-3,5,5B Construction Plan	4/30/1962

Document Type	File Name	Document Name	Description	Original Document Date
Construction Drawings	USCL_C-55-02_CNDWG_C_006-011_261.pdf	USC Contract No. 25 (Sheet 7 of 12)	Sanitary Sewers Drainage Districts B-3,5,5B Construction Plan	4/30/1962
Construction Drawings	USCL_C-55-02_CNDWG_C_005-011_260.pdf	USC Contract No. 25 (Sheet 6 of 12)	Sanitary Sewers Drainage Districts B-3,5,5B Construction Plan	4/30/1962
Construction Drawings	USCL_C-55-02_CNDWG_C_004-011_259.pdf	USC Contract No. 25 (Sheet 5 of 12)	Sanitary Sewers Drainage Districts B-3,5,5B Construction Plan	4/30/1962
Construction Drawings	USCL_C-55-02_CNDWG_C_003-011_258.pdf	USC Contract No. 25 (Sheet 4 of 12)	Sanitary Sewers Drainage Districts B-3,5,5B Construction Plan	4/30/1962
Construction Drawings	USCL_C-55-02_CNDWG_C_001-004_375.pdf	USC Viewers Plan Cont. No. 32 (Sheet 1 of 6)	Viewers Plan for Chartiers Sanitary Trunk Sewer 1 of 4 C-8091	10/31/1975
Construction Drawings	USCL_C-55-02_CNDWG_C_002-011_257.pdf	USC Contract No. 25 (Sheet 3 of 12)	Sanitary Sewers Drainage Districts B-3,5,5B Construction Plan	4/30/1962
Construction Drawings	USCL_C-55-02_CNDWG_C_001-011_256.pdf	USC Contract No. 25 (Sheet 2 of 12)	Sanitary Sewers Drainage Districts B-3,5,5B Construction Plan	4/30/1962
Construction Drawings	USCL_C-55-02_CNDWG_C_255.pdf	USC Contract No. 25 (Sheet 1 of 12)	Sanitary Sewers Drainage Districts B-3,5,5B Construction Plan	4/30/1962
Construction Drawings	USCL_C-55-02_CNDWG_C_010-010_254.pdf	USC Contract No. 24 (Sheet 11 of 11)	Sanitary Sewers Drainage Districts B-3,4,5,6 Construction Plan	10/31/1961
Construction Drawings	USCL_C-55-02_CNDWG_C_009-010_253.pdf	USC Contract No. 24 (Sheet 10 of 11)	Sanitary Sewers Drainage Districts B-3,4,5,6 Construction Plan	10/31/1961
Construction Drawings	USCL_C-55-02_CNDWG_C_008-010_252.pdf	USC Contract No. 24 (Sheet 9 of 11)	Sanitary Sewers Drainage Districts B-3,4,5,6 Construction Plan	10/31/1961
Construction Drawings	USCL_C-55-02_CNDWG_C_008-011_251.pdf	USC Contract No. 24 (Sheet 8 of 11)	Sanitary Sewers Drainage Districts B-3,4,5,6 Construction Plan	10/31/1961
Construction Drawings	USCL_C-55-02_CNDWG_C_006-010_250.pdf	USC Contract No. 24 (Sheet 7 of 11)	Sanitary Sewers Drainage Districts B-3,4,5,6 Construction Plan	10/31/1961
Construction Drawings	USCL_C-55-02_CNDWG_C_005-010_249.pdf	USC Contract No. 24 (Sheet 6 of 11)	USCL Construction Plan for Sanitary Sewers B-3,4,5,6 Contract No. 24	10/31/1961
Construction Drawings	USCL_C-55-02_CNDWG_C_004-010_248.pdf	USC Contract No. 24 (Sheet 5 of 11)	USCL Construction Plan for Sanitary Sewers B-3,4,5,6 Contract No. 24	10/31/1961
Construction Drawings	USCL_C-55-02_CNDWG_C_003-010_247.pdf	USC Contract No. 24 (Sheet 4 of 11)	USCL Construction Plan for Sanitary Sewers B-3,4,5,6 Contract No. 24	10/31/1961
Construction Drawings	USCL_C-55-02_CNDWG_C_002-010_246.pdf	USC Contract No. 24 (Sheet 3 of 11)	USCL Construction Plan for Sanitary Sewers B-3,4,5,6 Contract No. 24	10/31/1961
Construction Drawings	BRPS_C-55-02_CNDWG_C_001-010_245.pdf	USC Contract No. 24 (Sheet 2 of 11)	USCL Construction Plan for Sanitary Sewers B-3,4,5,6 Contract No. 24	10/31/1961

Document Type	File Name	Document Name	Description	Original Document Date
Construction Drawings	USCL_C-55-02_CNDWG_C_244.pdf	USC Contract No. 24 (Sheet 1 of 11)	USCL Sanitary Sewerage System Contract No. 24	10/31/1969
Construction Drawings	BRPS_C-55-02_CNDWG_C_003-003_243.pdf	USC Contract No. 23 (Sheet 4 of 6)	USCL Construction Plan for Sanitary Sewers B-6 Contract 23	9/30/1961
Construction Drawings	BRPS_C-55-02_CNDWG_C_003-006_242.pdf	USC Contract No. 23 (Sheet 3 of 6)	USCL Construction Plan for Sanitary Sewers B-6 Contract 23	9/30/1961
Construction Drawings	BRPS_C-55-02_CNDWG_C_002-006_241.pdf	USC Contract No. 23 (Sheet 2 of 6)	USCL Construction Plan for Sanitary Sewers B-6 Contract 23	9/30/1961
Construction Drawings	BRPS_C-55-02_CNDWG_C_001-006_240.pdf	USC Contract No. 23 (Sheet 1 of 6)	USCL Sanitary Sewage Contract No. 23 Cover Sheet	9/30/1961
Construction Drawings	USCL_C-55-02_CNDWG_C_014-014_239.pdf	USC Contract No. 22 (Sheet 14 of 14)	USCL Drainage Dist. C-4 Sanitary Sewers Contract 22	7/31/1961
Construction Drawings	USCL_C-55-02_CNDWG_C_013-014_238.pdf	USC Contract No. 22 (Sheet 13 of 14)	USCL Drainage Dist. C-4 Sanitary Sewers Contract 22	7/31/1961
Construction Drawings	USCL_C-55-02_CNDWG_C_012-014_237.pdf	USC Contract No. 22 (Sheet 12 of 14)	USCL Drainage Dist. C-4 Sanitary Sewers Contract 22	7/31/1961
Construction Drawings	USCL_C-55-02_CNDWG_C_011-014_236.pdf	USC Contract No. 22 (Sheet 11 of 14)	USCL Drainage Dist. C-4 Sanitary Sewers Contract 22	7/31/1961
Construction Drawings	USCL_C-55-02_CNDWG_C_010-014_235.pdf	USC Contract No. 22 (Sheet 10 of 14)	USCL Construction Plan for Sanitary Sewers C-4 Contract 22	7/31/1961
Construction Drawings	USCL_C-55-02_CNDWG_C_007-014_234.pdf	USC Contract No. 22 (Sheet 9 of 14)	USCL Drainage Dist. C-4 Sanitary Sewers Contract 22	7/31/1961
Construction Drawings	USCL_C-55-02_CNDWG_C_008-014_233.pdf	USC Contract No. 22 (Sheet 8 of 14)	USCL Drainage Dist. C-4 Sanitary Sewers Contract 22	7/31/1961
Construction Drawings	USCL_C-55-02_CNDWG_C_007-014_232.pdf	USC Contract No. 22 (Sheet 7 of 14)	USCL Drainage Dist. C-4 Sanitary Sewers Contract 22	7/31/1961
Construction Drawings	USCL_C-55-02_CNDWG_C_006-014_231.pdf	USC Contract No. 22 (Sheet 6 of 14)	USCL Drainage Dist. C-4 Sanitary Sewers Contract 22	7/31/1961
Construction Drawings	USCL_C-55-02_CNDWG_C_005-014_230.pdf	USC Contract No. 22 (Sheet 5 of 14)	USCL Drainage Dist. C-4 Sanitary Sewers Contract 22	7/31/1961
Construction Drawings	USCL_C-55-02_CNDWG_C_004-014_229.pdf	USC Contract No. 22 (Sheet 4 of 14)	USCL Drainage Dist. C-4 Sanitary Sewers Contract 22	7/31/1961
Construction Drawings	USCL_C-55-02_CNDWG_C_003-014_228.pdf	USC Contract No. 22 (Sheet 3 of 14)	USCL Drainage Dist. C-4 Sanitary Sewers Contract 22	7/31/1961
Construction Drawings	USCL_C-55-02_CNDWG_C_002-014_227.pdf	USC Contract No. 22 (Sheet 2 of 14)	USCL Construction Plan for Sanitary Sewers Drainage District C-4 Contract No. 22	7/31/1961

Document Type	File Name	Document Name	Description	Original Document Date
Construction Drawings	USCL_C-55-02_CNDWG_C_001-014_226.pdf	USC Contract No. 22 (Sheet 1 of 14)	USCL Construction Plan for Sanitary Sewers Drainage District C-4 Contract No. 22	7/31/1961
Construction Drawings	USCL_C-55-02_CNDWG_C_002-002_225.pdf	USC Contract No. 21 (Sheet 3 of 4)	Construction Plan for Sanitary Sewers Drainage District C-6 C-8091	9/30/1961
Construction Drawings	USCL_C-55-02_CNDWG_C_001-002_224.pdf	USC Contract No. 21 (Sheet 2 of 4)	Construction Plan for Sanitary Sewers Drainage District C-6 C-8091	9/30/1961
Construction Drawings	USCL_C-55-02_CNDWG_C_001-001_223.pdf	USC Contract No. 21 (Sheet 1 of 4)	Site Plan for Sanitary Sewers C-6 (revised) C-8091	9/30/1961
Construction Drawings	USCL_C-55-02_CNDWG_C_005-005_222.pdf	USC Contract No. 20 (Sheet 6 of 6)	Drainage Dist. C-7 Sanitary Sewers C-8091	2/28/1963
Construction Drawings	USCL_C-55-02_CNDWG_C_004-005_221.pdf	USC Contract No. 20 (Sheet 5 of 6)	Drainage Dist. C-7 Sanitary Sewers C-8091	5/31/1962
Construction Drawings	USCL_C-55-02_CNDWG_C_003-005_220.pdf	USC Contract No. 20 (Sheet 4 of 6)	Drainage Dist. C-7 Sanitary Sewers C-8091	5/31/1962
Construction Drawings	USCL_C-55-02_CNDWG_C_002-005_219.pdf	USC Contract No. 20 (Sheet 3 of 6)	Drainage Dist. C-7 Sanitary Sewers C-8091	5/31/1962
Construction Drawings	USCL_C-55-02_CNDWG_C_001-005_218.pdf	USC Contract No. 20 (Sheet 2 of 6)	Drainage Dist. C-7 Sanitary Sewers C-8091	5/31/1962
Construction Drawings	USCL_C-55-02_CNDWG_C_001-001_217.pdf	USC Contract No. 20 (Sheet 1 of 6)	Drainage Dist. C-7 Sanitary Sewers (revised) C-8091	5/31/1962
Construction Drawings	USCL_C-55-02_CNDWG_C_005-005_216.pdf	USC Contract No. 19 (Sheet 7 of 7)	Drainage Dist. C-7 Sanitary Sewers C-8091	5/31/1962
Construction Drawings	USCL_C-55-02_CNDWG_C_004-005_215.pdf	USC Contract No. 19 (Sheet 6 of 7)	Drainage Dist. C-7 Sanitary Sewers C-8091	5/31/1962
Construction Drawings	USCL_C-55-02_CNDWG_C_003-005_214.pdf	USC Contract No. 19 (Sheet 5 of 7)	Drainage Dist. C-7 Sanitary Sewers C-8091	5/31/1962
Construction Drawings	USCL_C-55-02_CNDWG_C_002-005_212.pdf	USC Contract No. 19 (Sheet 3 of 7)	Drainage Dist. C-7 Sanitary Sewers C-8091	5/31/1962
Construction Drawings	USCL_C-55-02_CNDWG_C_2A-5-001_213.pdf	USC Contract No. 19 (Sheet 4 of 7)	Drainage Dist. C-7 Sanitary Sewers C-8091	5/31/1962
Construction Drawings	USCL_C-55-02_CNDWG_C_001-005_211.pdf	USC Contract No. 19 (Sheet 2 of 7)	Drainage District C-7 Sanitary Sewers C-8091	5/31/1962
Construction Drawings	USCL_C-55-02_CNDWG_C_001-001_210.pdf	USC Contract No. 19 (Sheet 1 of 7)	Sanitary Sewerage System Contract No. 19 C-8091	5/31/1962
Construction Drawings	USCL_C-55-02_CNDWG_C_004-004_208.pdf	USC Construction Plan Cont. No. 32 (Sheet 4 of 8)	Construction Plan for Chartiers Sanitary Trunk Sewer C-8091	10/31/1971

Document Type	File Name	Document Name	Description	Original Document Date
Construction Drawings	USCL_C-55-02_CNDWG_C_003-004_207.pdf	USC Construction Plan Cont. No. 32 (Sheet 3 of 8)	Construction Plan for Chartiers Sanitary Trunk Sewer C-8091	10/31/1971
Construction Drawings	USCL_C-55-02_CNDWG_C_002-004_206.pdf	USC Construction Plan Cont. No. 32 (Sheet 2 of 8)	Construction Plan for Chartiers Sanitary Trunk Sewer C-8091	10/31/1971
Construction Drawings	USCL_C-55-02_CNDWG_C_001-004_205.pdf	USC Construction Plan Cont. No. 32 (Sheet 1 of 8)	Construction Plan for Chartiers Sanitary Trunk Sewer C-8091	10/31/1971
Construction Drawings	BRPS_C-55-02_CNDWG_C_203.pdf	Undated	Floor Plan Brush Run Pump Station Addition (No Title Block)	
Construction Drawings	BRPS_C-55-02_CNDWG_H_HV1-001_147.pdf	second floor renovation042_2013_Brush Run Pump Station	Heating and Ventilating Plan and Equipment Schedule	
Construction Drawings	BRPS_C-55-02_CNDWG_P_P-1-001_146.pdf	second floor renovation041_2013_Brush Run Pump Station	Plumbing Plan and Fixture Schedule	
Schematics	BRPS_C-55-02_CNDWG_E_E-5-006_144.pdf	second floor renovation039_2013_Brush Run Pump Station	Motor Control Center - Schematic Wiring Diagram (Part "A")	4/6/1994
Construction Drawings	BRPS_C-55-02_CNDWG_E_E-6-006_145.pdf	second floor renovation040_2013_Brush Run Pump Station	Bubbler Panel Plan	4/6/1994
Schematics	BRPS_C-55-02_CNDWG_E_E-4-006_143.pdf	second floor renovation038_2013_Brush Run Pump Station	Motor Control Center - Schematic Wiring Diagram (Part "B")	4/6/1994
Construction Drawings	BRPS_C-55-02_CNDWG_E_E-3-006_142.pdf	second floor renovation037_2013_Brush Run Pump Station	Main Electrical Riser Diagram and Motor Control Center Details	4/6/1994
Construction Drawings	BRPS_C-55-02_CNDWG_E_E-2-006_141.pdf	second floor renovation036_2013_Brush Run Pump Station	Main Floor, 1st Lower Level and 2nd Lower Level Plan, Notes, Symbols List and Panel "A" Detail	5/15/1994
Construction Drawings	BRPS_C-55-02_CNDWG_E_E-1-006_140.pdf	second floor renovation035_2013_Brush Run Pump Station	Site Plan, Fixture Schedule and Abbreviations	5/17/1994
Construction Drawings	BRPS_C-55-02_CNDWG_A-2-002_135.pdf	second floor renovation034_2013_Brush Run Pump Station	Wall Sections and Details	

Document Type	File Name	Document Name	Description	Original Document Date
Construction Drawings	BRPS_C-55-02_CNDWG_A_A-1-002_134.pdf	Brush Run Pump Station Rehabilitation at Circle Drive A-1	Plans, Elevations and Details	
Construction Drawings	BRPS_C-55-02_CNDWG_C_133.pdf	Brush Run Pump Station Rehabilitation at Circle Drive A-	Plans, Elevations and Details (Skewed)	
Construction Drawings	BRPS_C-55-02_CNDWG_C_C-4-004_139.pdf	second floor renovation031_2013_Brush Run Pump Station	Cross Sections and Details	3/30/1994
Construction Drawings	BRPS_C-55-02_CNDWG_C_C-3-004_138.pdf	second floor renovation030_2013_Brush Run Pump Station	General Conditions and Equipment Replacement Plan	3/30/1994
Construction Drawings	BRPS_C-55-02_CNDWG_C_C-2-004_137.pdf	second floor renovation029_2013_Brush Run Pump Station	Site Plan	3/30/1994
Construction Drawings	BRPS_C-55-02_CNDWG_C_136.pdf	second floor renovation028_2013_Brush Run Pump Station	Cover Sheet	3/30/1994
Construction Drawings	BRPS_C-55-02_CNDWG_E_004-004_202.pdf	second floor renovation027_2013_Brush Run Pump Station	Construction Plan Electrical Details	9/10/1972
Construction Drawings	BRPS_C-55-02_CNDWG_C_002-004_201.pdf	second floor renovation026_2013_Brush Run Pump Station	Construction Plan General Details C-8091-A	4/30/1972
Construction Drawings	BRPS_C-55-02_CNDWG_C_001-004_200.pdf	second floor renovation025_2013_Brush Run Pump Station	Cover Sheet C-8091A	4/30/1972
Construction Drawings	BRPS_C-55-02_CNDWG_C_199.pdf	second floor renovation024_2013_Brush Run Pump Station		2/29/1964
Construction Drawings	BRPS_C-55-02_CNDWG_E_009-010_198.pdf	second floor renovation023_2013_Brush Run Pump Station	Electrical Details Construction Plan C-8091A (w/ notes)	3/8/1964
Construction Drawings	BRPS_C-55-02_CNDWG_P_008-010_197.pdf	second floor renovation022_2013_Brush Run Pump Station	Plumbing Details Construction Plan C-8091A (w/ notes)	3/26/1964

Document Type	File Name	Document Name	Description	Original Document Date
Construction Drawings	BRPS_C-55-02_CNDWG_C_007-010_196.pdf	second floor renovation021_2013_Brush Run Pump Station	Structural Details Bent Bar Schedule Construction Plan C-8091A (w/ notes)	3/22/1964
Construction Drawings	BRPS_C-55-02_CNDWG_C_006-010_195.pdf	second floor renovation020_2013_Brush Run Pump Station	Reinforcing Details Construction Plan C-8091A (w/ notes)	3/22/1964
Construction Drawings	BRPS_C-55-02_CNDWG_C_005-010_194.pdf	second floor renovation019_2013_Brush Run Pump Station	Structural & Reinforcing Details Construction Plan C-8091A (w/ notes)	3/22/1964
Construction Drawings	BRPS_C-55-02_CNDWG_C_004-010_193.pdf	second floor renovation018_2013_Brush Run Pump Station	General Details Construction Plan C-8091A (w/ notes)	3/22/1964
Construction Drawings	BRPS_C-55-02_CNDWG_C_003-010_192.pdf	second floor renovation017_2013_Brush Run Pump Station	General Details Construction Plan C-8091A (w/ notes)	3/22/1964
Construction Drawings	BRPS_C-55-02_CNDWG_H_010-010_191.pdf	second floor renovation016_2013_Brush Run Pump Station	Heating & Ventilating Details C-8091A	7/31/1963
Construction Drawings	BRPS_C-55-02_CNDWG_E_009-010_190.pdf	second floor renovation015_2013_Brush Run Pump Station	Electrical Details C-8091A	7/31/1963
Construction Drawings	BRPS_C-55-02_CNDWG_P_008-010_189.pdf	second floor renovation014_2013_Brush Run Pump Station	Plumbing Details C-8091A	7/31/1963
Construction Drawings	BRPS_C-55-02_CNDWG_C_007-010_188.pdf	second floor renovation013_2013_Brush Run Pump Station	Structural Details Bent Bar Schedule C-8091A	7/31/1963
Construction Drawings	BRPS_C-55-02_CNDWG_C_006-010_187.pdf	second floor renovation012_2013_Brush Run Pump Station	Reinforcing Details Construction Plan C-8091A	7/31/1963
Construction Drawings	BRPS_C-55-02_CNDWG_C_005-010_186.pdf	second floor renovation011_2013_Brush Run Pump Station	Structural & Reinforcing Details C-8091A	7/31/1963
Construction Drawings	BRPS_C-55-02_CNDWG_C_004-010_185.pdf	second floor renovation010_2013_Brush Run Pump Station	General Details C-8091A	7/31/1963

Document Type	File Name	Document Name	Description	Original Document Date
Construction Drawings	BRPS_C-55-02_CNDWG_C_003-010_184.pdf	second floor renovation009_2013_Brush Run Pump Station	General Details C-8091A	7/31/1963
Construction Drawings	BRPS_C-55-02_CNDWG_C_002-010_183.pdf	second floor renovation008_2013_Brush Run Pump Station	Site Plan C-8091A	7/31/1963
Construction Drawings	BRPS_C-55-02_CNDWG_C_001-001_182.pdf	second floor renovation007_2013_Brush Run Pump Station	Cover Sheet C-8091A	7/31/1963
Construction Drawings	BRPS_C-55-02_CNDWG_A_A3-2-001_181.pdf	second floor renovation006_2013_Brush Run Pump Station	Proposed Elevations	5/7/2013
Construction Drawings	BRPS_C-55-02_CNDWG_A_A3-1-001_180.pdf	second floor renovation005_2013_Brush Run Pump Station	Proposed Elevations	5/7/2013
Construction Drawings	BRPS_C-55-02_CNDWG_A_A2-2-001_179.pdf	second floor renovation004_2013_Brush Run Pump Station	Proposed Second Floor Plan	5/7/2013
Construction Drawings	BRPS_C-55-02_CNDWG_A_A2-1-001_178.pdf	second floor renovation003_2013_Brush Run Pump Station	Existing & Proposed First Floor Plans (duplicate)	10/21/2015
Construction Drawings	BRPS_C-55-02_CNDWG_A_A2-1-001_177.pdf	second floor renovation002_2013_Brush Run Pump Station	Existing & Proposed First Floor Plans	5/7/2013
Construction Drawings	BRPS_C-55-02_CNDWG_C_176.pdf	second floor renovation_2013_Brush Run Pump Station	Existing & Proposed First Floor Plans (Skewed, bad copy)	5/7/2013
Construction Drawings	BRPS_C-55-02_CNDWG_E_E200-001_175.pdf	Renovation019_2014_Brush Run Pump Station (3)	Single-Line Diagram & Details	5/14/2014
Construction Drawings	BRPS_C-55-02_CNDWG_E_E001-001_174.pdf	Renovation018_2014_Brush Run Pump Station (2)	Site Plan & Details	5/14/2014
Construction Drawings	BRPS_C-55-02_CNDWG_E_E000-001_173.pdf	Renovation017_2014_Brush Run Pump Station (5)	Symbols, Abbrev., & Gen. Notes	5/14/2014
Construction Drawings	BRPS_C-55-02_CNDWG_M_M100-001_172.pdf	Renovation015_2014_Brush Run Pump Station (1)	Floor Plans Mechanical	5/14/2014
Construction Drawings	BRPS_C-55-02_CNDWG_C_S0-0-001_171.pdf	Renovation010_2014_Brush Run Pump Station	General Notes, Abbreviations & Legend	5/14/2014

Document Type	File Name	Document Name	Description	Original Document Date
Construction Drawings	BRPS_C-55-02_CNDWG_C_A5-1-001_170.pdf	Renovation009_2014_Brush Run Pump Station	Wall Sections & Schedules	5/28/2014
Construction Drawings	BRPS_C-55-02_CNDWG_C_A3-4-001_169.pdf	Renovation008_2014_Brush Run Pump Station	Wall Sections	5/28/2014
Construction Drawings	BRPS_C-55-02_CNDWG_C_A3-3-001_168.pdf	Renovation007_2014_Brush Run Pump Station	Building Sections	5/28/2014
Construction Drawings	BRPS_C-55-02_CNDWG_C_A3-2-001_167.pdf	Renovation006_2014_Brush Run Pump Station	Proposed Elevations	5/28/2014
Construction Drawings	BRPS_C-55-02_CNDWG_C_A3-1-001_166.pdf	Renovation005_2014_Brush Run Pump Station	Existing / Demo Elevations	5/28/2014
Construction Drawings	BRPS_C-55-02_CNDWG_C_A2-2-001_165.pdf	Renovation004_2014_Brush Run Pump Station	Proposed Second Floor Plan & Roof Plan	5/28/2014
Construction Drawings	BRPS_C-55-02_CNDWG_C_A2-1-001_164.pdf	Renovation003_2014_Brush Run Pump Station	Existing & Proposed Ground Floor Plans	5/28/2014
Construction Drawings	BRPS_C-55-02_CNDWG_C_A1-1-001_163.pdf	Renovation002_2014_Brush Run Pump Station	Existing & Proposed Site Plan	5/28/2014
Construction Drawings	BRPS_C-55-02_CNDWG_A_001-001_162.pdf	Renovation_2014_Brush Run Pump Station	Coversheet	5/14/2014
Construction Drawings	BRPS_C-55-02_CNDWG_C_SK1-001_148.pdf	Floor Plan_1993_Brush Run Pump Station	Plan / Sketch	12/5/1993
Construction Drawings	USCL_CNDWG_C_006-007_344.pdf	USC Viewers Plan Cont. No. 22 (Sheet 6 of 7)	Sanitary Sewers Viewers Plan for Contract 22	9/30/1964
Construction Drawings	USCL_CNDWG_C_002-007_340.pdf	USC Viewers Plan Cont. No. 22 (Sheet 2 of 7)	Sanitary Sewers Viewers Plan for Contract No.22	10/1/1964
Construction Drawings	USCL_CNDWG_C_001-007_339.pdf	USC Viewers Plan Cont. No. 22 (Sheet 1 of 7)	Sanitary Sewers Viewers Plan for Contract 22	
Construction Drawings	USCL_CNDWG_C_005-005_337.pdf	USC Viewers Plan Cont. No. 20 (Sheet 5 of 5)	Sanitary Sewers Contract 20	9/30/1965
Construction Drawings	USCL_CNDWG_C_004-005_336.pdf	USC Viewers Plan Cont. No. 20 (Sheet 4 of 5)	Sanitary Sewers Contract 20	9/30/1965
Construction Drawings	USCL_CNDWG_C_003-005_335.pdf	USC Viewers Plan Cont. No. 20 (Sheet 3 of 5)	Sanitary Sewers Contract 20	9/30/1965
Construction Drawings	USCL_CNDWG_C_007-007_355.pdf	USC Viewers Plan Cont. No. 24 (Sheet 7 of 7)	Sanitary Sewers Viewers Plan	
Construction Drawings	USCL_CNDWG_C_002-005_334.pdf	USC Viewers Plan Cont. No. 20 (Sheet 2 of 5)	Sanitary Sewers Contract 20	9/30/1965

Document Type	File Name	Document Name	Description	Original Document Date
Construction Drawings	USCL_CNDWG_C_005-007_353.pdf	USC Viewers Plan Cont. No. 24 (Sheet 5 of 7)	Sanitary Sewers Viewers Plan	
Construction Drawings	USCL_CNDWG_C_001-005_333.pdf	USC Viewers Plan Cont. No. 20 (Sheet 1 of 5)	Sanitary Sewers Contract 20 Cover Sheet	9/30/1965
Construction Drawings	USCL_CNDWG_C_004-007_352.pdf	USC Viewers Plan Cont. No. 24 (Sheet 4 of 7)	Sanitary Sewers Viewers Plan	
Construction Drawings	USCL_CNDWG_C_003-007_351.pdf	USC Viewers Plan Cont. No. 24 (Sheet 3 of 7)	Sanitary Sewers Viewers Plan	
Construction Drawings	USCL_CNDWG_C_002-007_350.pdf	USC Viewers Plan Cont. No. 24 (Sheet 2 of 7)	Sanitary Sewers Viewers Plan	
Construction Drawings	USCL_CNDWG_C_009-009_364.pdf	USC Viewers Plan Cont. No. 25 (Sheet 9 of 9)	Sanitary Sewers Viewers Plan	
Construction Drawings	USCL_CNDWG_C_008-009_363.pdf	USC Viewers Plan Cont. No. 25 (Sheet 8 of 9)	Sanitary Sewers Viewers Plan	
Construction Drawings	USCL_CNDWG_C_007-009_362.pdf	USC Viewers Plan Cont. No. 25 (Sheet 7 of 9)	Sanitary Sewers Viewers Plan	
Construction Drawings	USCL_CNDWG_C_006-009_361.pdf	USC Viewers Plan Cont. No. 25 (Sheet 6 of 9)	Sanitary Sewers Viewers Plan	
Construction Drawings	USCL_CNDWG_C_005-009_360.pdf	USC Viewers Plan Cont. No. 25 (Sheet 5 of 9)	Sanitary Sewers Viewers Plan	
Construction Drawings	USCL_CNDWG_C_004-009_359.pdf	USC Viewers Plan Cont. No. 25 (Sheet 4 of 9)	Sanitary Sewers Viewers Plan	
Construction Drawings	USCL_CNDWG_C_005-005_332.pdf	USC Viewers Plan Cont. No. 19 (Sheet 5 of 5)	Sanitary Sewers Contract 19	9/30/1965
Construction Drawings	USCL_CNDWG_C_004-005_331.pdf	USC Viewers Plan Cont. No. 19 (Sheet 4 of 5)	Sanitary Sewers Contract 19	
Construction Drawings	USCL_CNDWG_C_003-005_330.pdf	USC Viewers Plan Cont. No. 19 (Sheet 3 of 5)	Sanitary Sewers Contract 19	
Construction Drawings	USCL_CNDWG_C_002-005_329.pdf	USC Viewers Plan Cont. No. 19 (Sheet 2 of 5)	Sanitary Sewers Contract 19	
Construction Drawings	USCL_CNDWG_C_003-009_358.pdf	USC Viewers Plan Cont. No. 25 (Sheet 3 of 9)	Sanitary Sewers Viewers Plan	
Construction Drawings	USCL_CNDWG_C_002-009_357.pdf	USC Viewers Plan Cont. No. 25 (Sheet 2 of 9)	Sanitary Sewers Viewers Plan	
Construction Drawings	USCL_CNDWG_C_001-009_356.pdf	USC Viewers Plan Cont. No. 25 (Sheet 1 of 9)	Sanitary Sewers Viewers Plan	

Document Type	File Name	Document Name	Description	Original Document Date
Construction Drawings	USCL_CNDWG_C_001-005_328.pdf	USC Viewers Plan Cont. No. 19 (Sheet 1 of 5)	USCL Sanitary Sewers Viewers Plan Contract 19	
Construction Drawings	USCL_CNDWG_C_013-013_327.pdf	USC Contract No. 27 (Sheet 13 of 13)	Construction Plan for Sanitary Sewers Drainage Districts B-1&2 C-8091	7/31/1962
Construction Drawings	USCL_CNDWG_C_011-012_326.pdf	USC Contract No. 27 (Sheet 12 of 13)	Construction Plan for Sanitary Sewers Drainage Districts B-1&2 C-8091	7/31/1962
Construction Drawings	USCL_CNDWG_C_010-012_325.pdf	USC Contract No. 27 (Sheet 11 of 13)	Construction Plan for Sanitary Sewers Drainage Districts B-1&2 C-8091	7/31/1962
Construction Drawings	USCL_CNDWG_C_010-013_324.pdf	USC Contract No. 27 (Sheet 10 of 13)	Construction Plan for Sanitary Sewers Drainage Districts B-1&2 C-8091	7/31/1962
Construction Drawings	USCL_CNDWG_C_008-012_323.pdf	USC Contract No. 27 (Sheet 9 of 13)	Construction Plan for Sanitary Sewers Drainage Districts B-1&2 C-8091 (revised)	7/31/1962
Construction Drawings	USCL_CNDWG_C_005-012_320.pdf	USC Contract No. 27 (Sheet 6 of 13)	Construction Plan for Sanitary Sewers Drainage Districts B-1&2 C-8091 (revised)	7/31/1962
Construction Drawings	USCL_CNDWG_C_007-012_322.pdf	USC Contract No. 27 (Sheet 8 of 13)	Construction Plan for Sanitary Sewers Drainage Districts B-1&2 C-8091 (revised)	7/31/1962
Construction Drawings	USCL_CNDWG_C_007-013_321.pdf	USC Contract No. 27 (Sheet 7 of 13)	Construction Plan for Sanitary Sewers Drainage Districts B-1&2 C-8091 (revised)	7/31/1962
Construction Drawings	USCL_CNDWG_C_004-012_319.pdf	USC Contract No. 27 (Sheet 5 of 13)	Construction Plan for Sanitary Sewers Drainage Districts B-1&2 C-8091 (revised)	7/31/1962
Construction Drawings	USCL_CNDWG_C_003-012_318.pdf	USC Contract No. 27 (Sheet 4 of 13)	Construction Plan for Sanitary Sewers Drainage Districts B-1&2 C-8091 (revised)	7/31/1962
Construction Drawings	USCL_CNDWG_C_004-010_368.pdf	USC Viewers Plan Cont. No. 26 (Sheet 4 of 10)	Viewers Plan for Sanitary Sewers in Contract No. 26 4 of 10 C8128	
Construction Drawings	USCL_CNDWG_C_002-012_317.pdf	USC Contract No. 27 (Sheet 3 of 13)	Construction Plan for Sanitary Sewers Drainage Districts B-1&2 C-8091 (revised)	7/31/1962
Construction Drawings	USCL_CNDWG_C_001-012_316.pdf	USC Contract No. 27 (Sheet 2 of 13)	Construction Plan for Sanitary Sewers Drainage Districts B-1&2 C-8091 (revised)	7/31/1962
Construction Drawings	USCL_CNDWG_C_001-001_315.pdf	USC Contract No. 27 (Sheet 1 of 13)	Cover Sheet C-8091	7/31/1962
Construction Drawings	USCL_CNDWG_C_014-014_313.pdf	USC Contract No. 26 (Sheet 15 of 16)	Construction Plan for Sanitary Sewers Drainage District B-5A C-8091	4/30/1962
Construction Drawings	USCL_CNDWG_C_013-014_312.pdf	USC Contract No. 26 (Sheet 14 of 16)	Construction Plan for Sanitary Sewers Drainage District B-5A C-8091	4/30/1962
Construction Drawings	USCL_CNDWG_C_003-006_380.pdf	USC Viewers Plan Cont. No. 32 (Sheet 6 of 6)	Viewers Plan for Chariters Sanitary Trunk Sewer 3 of 6 C-8091 (VOID)	2/28/1975

Document Type	File Name	Document Name	Description	Original Document Date
Construction Drawings	USCL_CNDWG_C_002-005_379.pdf	USC Viewers Plan Cont. No. 32 (Sheet 5 of 6)	Viewers Plan for Chartiers Sanitary Trunk Sewer 2 of 5 C-8091 (VOID)	2/28/1975
Construction Drawings	USCL_CNDWG_C_010-014_309.pdf	USC Contract No. 26 (Sheet 11 of 16)	Construction Plan for Sanitary Sewers Drainage District B-5A C-8091	4/30/1962
Construction Drawings	USCL_CNDWG_C_009-014_308.pdf	USC Contract No. 26 (Sheet 10 of 16)	Construction Plan for Sanitary Sewers Drainage District B-5A C-8091	4/30/1962
Construction Drawings	USCL_CNDWG_C_008-014_307.pdf	USC Contract No. 26 (Sheet 9 of 16)	Construction Plan for Sanitary Sewers Drainage District B-5A C-8091	4/30/1962
Construction Drawings	USCL_CNDWG_C_004-014_304.pdf	USC Contract No. 26 (Sheet 6 of 16)	Construction Plan for Sanitary Sewers Drainage District B-5A C-8091	4/30/1962
Construction Drawings	USCL_C-55-02_CNDWG_C_002-014_269.pdf	USC Contract No. 26 (Sheet 3 of 16)	Construction Plan for Sanitary Sewers Drainage District B-5A C-8091	4/30/1962
Construction Drawings	USCL_CNDWG_C_002-016_302.pdf	USC Contract No. 26 (Sheet 4 of 16)	Construction Plan for Sanitary Sewers Drainage District B-5A C-8091 (void)	3/31/1962
Construction Drawings	USCL_CNDWG_C_009-009_389.pdf	Chartiers Trunk Sewer Conts. 16 and 17 (Sheet 10 of 10)	Viewers Plan for Sanitary Sewers in Contract No. 27 C-8129	
Construction Drawings	USCL_CNDWG_C_008-009_388.pdf	Chartiers Trunk Sewer Conts. 16 and 17 (Sheet 9 of 10)	Viewers Plan for Sanitary Sewers in Contract No. 27 C-8129	
Construction Drawings	USCL_CNDWG_C_007-009_387.pdf	Chartiers Trunk Sewer Conts. 16 and 17 (Sheet 8 of 10)	Viewers Plan for Sanitary Sewers in Contract No. 27 C-8129	10/31/1968
Construction Drawings	USCL_CNDWG_C_006-009_386.pdf	Chartiers Trunk Sewer Conts. 16 and 17 (Sheet 7 of 10)	Viewers Plan for Sanitary Sewers in Contract No. 27 C-8129	
Construction Drawings	USCL_CNDWG_C_005-009_385.pdf	Chartiers Trunk Sewer Conts. 16 and 17 (Sheet 6 of 10)	Viewers Plan for Sanitary Sewers in Contract No. 27 C-8129	
Construction Drawings	USCL_CNDWG_C_004-009_384.pdf	Chartiers Trunk Sewer Conts. 16 and 17 (Sheet 5 of 10)	Viewers Plan for Sanitary Sewers in Contract No. 27 C-8129	9/30/1966
Construction Drawings	USCL_CNDWG_C_003-009_383.pdf	Chartiers Trunk Sewer Conts. 16 and 17 (Sheet 4 of 10)	Viewers Plan for Sanitary Sewers in Contract No. 27 C-8129	
Document Type	File Name	Document Name	Description	Original Document Date
Construction Drawings	USCL_CNDWG_C_002-009_382.pdf	Chartiers Trunk Sewer Conts. 16 and 17 (Sheet 3 of 10)	Viewers Plan for Sanitary Sewers in Contract No. 27 C-8129	
Construction Drawings	USCL_CNDWG_C_001-009_381.pdf	Chartiers Trunk Sewer Conts. 16 and 17 (Sheet 2 of 10)	Viewers Plan for Sanitary Sewers in Contract No. 27 C-8129	

DISCLOSURE SCHEDULES

Schedule 2.1(e) - Warranties, Indemnities, and Guarantees

DISCLOSURE SCHEDULES

Schedule 2.2 - Excluded Assets

1. All equipment, materials, goods, merchandise, appliances, tools or supplies that have been acquired for the purpose of consumption or use in the operation and maintenance of the Assets.
2. All right, title, license and interest in and to Municipality's sewage system revenue source(s).
3. All flow control facilities (e.g., pump stations and equalization basins) and wet weather facilities, some of which may be the subject of separate transfer agreements.

DISCLOSURE SCHEDULES

Schedule 3.3 - Required Consents

DISCLOSURE SCHEDULES

Schedule 3.4 - Known Title Defects

DISCLOSURE SCHEDULES

Schedule 3.5 – Litigation

DISCLOSURE SCHEDULES

Schedule 3.6 - Licenses and Permits

DISCLOSURE SCHEDULES

Schedule 3.7 - Compliance with Laws

DISCLOSURE SCHEDULES

Schedule 8.12 - Amended, Modified or Superseded Agreements

EXHIBIT A TO TRANSFER AGREEMENT

MAPS DEPICTING ASSETS

[See Attached]

EXHIBIT B TO TRANSFER AGREEMENT

DEFECT REPORT

See that certain Significant Defect Report and Recommendations – Regionalization Implementation of Trunk Sewers Contributory to POC C-55-02, dated October 25, 2017 (or, if subsequently revised, such later Defect Report), delivered to Municipality by AECOM and incorporated herein by reference.

EXHIBIT C TO TRANSFER AGREEMENT

FORM OF BILL OF TRANSFER

This Bill of Transfer dated as of the __ day of _____, 202_, is executed and delivered by _____, a _____ (“Municipality”)¹ to the ALLEGHENY COUNTY SANITARY AUTHORITY, a municipal authority organized under the Municipality Authorities Act, as amended, 53 Pa. C.S.A. §§ 5601-5623 (“ALCOSAN”).

WHEREAS, Municipality and ALCOSAN entered into that certain Transfer Agreement dated as of the date hereof (the “Transfer Agreement”) pursuant to which Municipality agreed to transfer, convey, assign and deliver to ALCOSAN, and ALCOSAN agreed to accept and receive, all of Municipality’s rights, title and interest in the Transferred Assets; and

WHEREAS, the Transferred Assets include, without limitation, the Assets described in Exhibit A attached to this Bill of Transfer and incorporated herein; and

WHEREAS, Municipality and ALCOSAN are Closing the transactions set forth in the Transfer Agreement as of the date hereof; and

WHEREAS, by means of this Bill of Transfer, Municipality desires to transfer, convey, assign and deliver to ALCOSAN all of Municipality’s rights, title and interest in the Assets.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Transfer Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The above recitals are incorporated herein by this reference.
2. Capitalized words, terms and phrases used but not otherwise defined herein shall have the meanings ascribed to such words, terms and phrases in the Transfer Agreement.
3. Municipality hereby transfers, conveys, assigns and delivers to ALCOSAN, its successors and assigns, all of Municipality’s rights, title and interest in the Assets, free and clear of all liens and encumbrances other than Permitted Encumbrances.
4. This transfer, conveyance, and assignment has been executed and delivered by Municipality in accordance with, and subject to the terms and conditions of, the Transfer Agreement.
5. Nothing in this Bill of Transfer is intended to modify, amend, or alter in any

¹ In the event the transfer is between ALCOSAN and a Municipal Authority, this defined term will be changed to “Municipal Authority.”

respect the rights and obligations of the parties under the Transfer Agreement, and the Transfer Agreement shall remain in full force and effect, notwithstanding the execution and delivery of this Bill of Transfer.

6. Municipality and ALCOSAN agree to take and cause to be taken such further action to execute, deliver, and file or cause to be executed, delivered and filed, such further documents and instruments, and to obtain such further consents, as may be necessary or as may be reasonably requested in order to effectuate fully the purposes, terms and conditions of this Bill of Transfer.

7. This Bill of Transfer is binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Except for the parties to this Bill of Transfer, a successor in interest, or assignee of a party, no other person or entity is, or shall be entitled to bring any action to enforce any provision of this Bill of Transfer against any of the parties.

8. If there is a conflict between the terms of this Bill of Transfer and the Transfer Agreement, the terms of the Transfer Agreement shall control.

9. This Bill of Transfer may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Bill of Transfer delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Transfer.

10. This Bill of Transfer and the rights and duties of Municipality and ALCOSAN shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

[Remainder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Municipality and ALCOSAN, by their duly authorized representatives, have signed and sealed this Bill of Transfer effective as of the date first set forth above.

MUNICIPALITY:

[_____]

By: _____

Name:

Title:

ALCOSAN:

ALLEGHENY COUNTY SANITARY
AUTHORITY

By: _____

Name:

Title:

[Signature page to Bill of Transfer – POC # _____]

EXHIBIT A
TO BILL OF TRANSFER

ASSETS

[Description of trunk sewer lines and associated manholes to be inserted.]

EXHIBIT D TO TRANSFER AGREEMENT

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “Agreement”) is made as of the ___ day of _____, 202_ (the “Closing Date”), by and between _____, a _____ (“Municipality”)² and the ALLEGHENY COUNTY SANITARY AUTHORITY, a municipal authority organized under the Municipality Authorities Act, as amended, 53 Pa. C.S.A. §§ 5601-5623 (“ALCOSAN”).

WITNESSETH:

WHEREAS, Municipality and ALCOSAN entered into that certain Transfer Agreement dated as of the date hereof (the “Transfer Agreement”) pursuant to which Municipality agreed to transfer, convey, assign and deliver to ALCOSAN, and ALCOSAN agreed to accept and receive, all of Municipality’s rights, title and interest in the Transferred Assets; and

WHEREAS, the Transferred Assets include, without limitation, certain real property interests of Municipality primarily used or necessary in the operation of the Assets, which real property interests include, without limitation, those easements, rights-of-way, access agreements, licenses and permits granted to Municipality by third-parties as described in Exhibit A attached to this Agreement and incorporated herein (collectively, the “Third-Party Real Property Interests”); and

WHEREAS, the Transferred Assets further include, without limitation, certain Licenses and Permits owned, held, possessed or entitled in the name of Municipality, or in which Municipality has rights, as described in Exhibit B attached to this Agreement and incorporated herein; and

WHEREAS, the Transferred Assets further include, without limitation, certain books, records, and other information relating to the Assets, as described in Exhibit C attached to this Agreement and incorporated herein (collectively, the “Records”); and

WHEREAS, the Transferred Assets further include, without limitation, certain warranties, indemnities, and guarantees related to or necessary for the operation of the Assets, as described in Exhibit D attached to this Agreement and incorporated herein (collectively, the “Warranties,” and together with the Third-Party Real Property Interests, the Licenses and Permits, and the Records, the “Assigned Assets”).

WHEREAS, Municipality and ALCOSAN are Closing the transactions set forth in the Transfer Agreement as of the date hereof; and

² In the event the transfer is between ALCOSAN and a Municipal Authority, this defined term will be changed to “Municipal Authority.”

WHEREAS, pursuant to and in accordance with the Transfer Agreement, Municipality has agreed to transfer, convey, assign and deliver to ALCOSAN all of Municipality's rights, title and interest in the Assigned Assets, and ALCOSAN has agreed to assume, implement, perform and discharge the Assumed Liabilities of Municipality as they pertain exclusively to the Transferred Assets arising after the Closing Date, all subject to the terms and conditions set forth in the Transfer Agreement; and

*[WHEREAS, it is currently unknown to Municipality whether certain of the Assigned Assets are in continuing force and effect, and whether they affect any part of the Assets, which uncertainties may be determined after the Closing Date and the consequences of such determinations, if any, noted as amendments to this Agreement.]*³

NOW, THEREFORE, in consideration of the mutual promises set forth in the Transfer Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The above recitals are incorporated herein by this reference.
2. Definitions. Capitalized words, terms and phrases used but not otherwise defined herein shall have the meanings ascribed to such words, terms and phrases in the Transfer Agreement.
3. Assignment. Municipality hereby transfers, conveys, assigns, and delivers to ALCOSAN, its successors and assigns, all of Municipality's rights, title and interest in the Assigned Assets.
4. Assumption. ALCOSAN hereby accepts the foregoing transfer, conveyance and assignment and hereby assumes and agrees to implement, perform and discharge (and/or cause to be implemented, performed and discharged) the Assumed Liabilities of Municipality as they pertain exclusively to the Transferred Assets arising after the date hereof *[and only to the extent any such duties, liabilities, obligations and responsibilities apply to the Assets]*.
5. Consent and Postponement. Notwithstanding the provisions of Section 3 and Section 4 above, this Agreement shall not be construed as an agreement to transfer, convey, assign and deliver any Assigned Asset that by its terms or pursuant to law is not capable of being transferred, conveyed, assigned or delivered without the consent or waiver of a third party (each, a "Consent") unless and until such Consent shall be given (each such Assigned Assets requiring Consent, a "Deferred Item"). Except with respect to those particular Assigned Assets identified on the Exhibits to this Agreement (the "Mandatory Items"), which shall not be Deferred Items and must be transferred, conveyed, assigned and delivered to ALCOSAN with the appropriate Consents prior to Closing, each of Municipality and ALCOSAN shall use commercially reasonable efforts to obtain such Consents as are required for the Deferred Items as promptly as practicable following the Closing Date, and at the time each such Consent is received, the

³ Bracketed and italicized wording throughout this Agreement is intended to accommodate isolated situations in order to facilitate transfer and may not apply in every instance.

applicable Deferred Item to which such Consent relates shall be deemed to have been automatically transferred, conveyed, assigned and delivered by Municipality effective retroactive to the Closing Date without the necessity of further action by Municipality and ALCOSAN.

6. Limited Agency. Effective as of the Closing Date until any such Consents are obtained or until either party notifies the other of its desire to suspend efforts to obtain any such Consents, to the extent legally permissible, ALCOSAN shall perform, as agent of Municipality, all of the Assumed Liabilities relating to the Deferred Items to the extent ALCOSAN would have been responsible therefor under this Agreement, and shall receive all the benefits of the Deferred Items to the extent ALCOSAN would have been entitled thereto under this Agreement, if the Consents relating to such Deferred Items had been obtained.

7. [Shared Rights and Responsibilities. *Notwithstanding the provisions of Section 3 and Section 4 above, if any Assigned Asset sets forth (or results in) rights and/or responsibilities that affect both (i) all or part of the Transferred Assets and the Assumed Liabilities and (ii) all or part of the Excluded Assets and the Retained Liabilities, then the assignment and acceptance pursuant to Sections 3 and 4 will be of rights and/or responsibilities severally shared between Municipality and ALCOSAN in such proportions as the parties may reasonably agree based on the relative effect on each party of the benefits and burdens relating to such Assigned Asset.]*⁴

8. [Post-Closing Due Diligence. *If, after the Closing Date, it is determined that any of the Assigned Assets is no longer in force and effect and/or does not affect any part of the Assets, then by one or more signed amendments to this Agreement the parties shall, from time to time, remove any such Assigned Asset from the applicable Exhibit hereto and from the assignment and assumption intended by this Agreement, each effective as of the Closing Date.]*⁵

9. Relation to Transfer Agreement. Nothing in this Agreement is intended to modify, amend, or alter in any respect the rights and obligations of the parties under the Transfer Agreement, and the Transfer Agreement shall remain in full force and effect, notwithstanding the execution and delivery of this Agreement.

10. Further Assurances. Municipality and ALCOSAN agree to take and cause to be taken such further action to execute, deliver, and file or cause to be executed, delivered and filed, such further documents and instruments, and to obtain such further consents, as may be necessary or as may be reasonably requested in order to effectuate fully the purposes, terms and conditions of this Agreement.

11. Successors and Assigns; No Third-Party Beneficiaries. This Agreement is binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Except for the parties to this Agreement, a successor in interest, or assignee of a party, no other person or entity is, or shall be entitled to bring any action to enforce

⁴ Examples might include a blanket warranty covering both assets assigned to ALCOSAN and assets retained by Municipality or a third-party easement granting rights-of-way over property required to access both assets assigned to ALCOSAN and assets retained by Municipality.

⁵ This provision allows for post-closing adjustments, if required.

any provision of this Agreement against any of the parties.

12. Conflicts. If there is a conflict between the terms of this Agreement and the Transfer Agreement, the terms of the Transfer Agreement shall control.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

14. Governing Law. This Agreement and the rights and duties of Municipality and ALCOSAN shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

[Remainder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Municipality and ALCOSAN, by their duly authorized representatives, have signed and sealed this Assignment and Assumption Agreement effective as of the date first set forth above.

MUNICIPALITY:

[_____]

By: _____
Name:
Title:

ALCOSAN:

ALLEGHENY COUNTY SANITARY
AUTHORITY

By: _____
Name:
Title:

[Signature page to Assignment and Assumption Agreement – POC # _____]

EXHIBIT A

TO ASSIGNMENT AND ASSUMPTION AGREEMENT

THIRD-PARTY REAL PROPERTY INTERESTS

[List of Third-Party Real Property Interests to be inserted; identify those that require Consent to transfer; and identify Mandatory Items as to which required Consents must be in hand at Closing and cannot be deferred post-closing.]

EXHIBIT B

TO ASSIGNMENT AND ASSUMPTION AGREEMENT

LICENSES AND PERMITS

*[List of all Licenses and Permits to be inserted; identify those that require Consent to transfer;
and identify Mandatory Items as to which required Consents must be in hand at Closing and
cannot be deferred post-closing.]*

EXHIBIT C

TO ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDS

[List of Records to be inserted; identify those that require Consent to transfer; and identify Mandatory Items as to which required Consents must be in hand at Closing and cannot be deferred post-closing.]

EXHIBIT D

TO ASSIGNMENT AND ASSUMPTION AGREEMENT

WARRANTIES

[List of Warranties to be inserted; identify those that require Consent to transfer; and identify Mandatory Items as to which required Consents must be in hand at Closing and cannot be deferred post-closing.]

EXHIBIT E TO TRANSFER AGREEMENT

FORM OF RIGHT-OF-ENTRY LICENSE AND RELEASE
(Regionalization Program)

Between
[Municipality]
And
Allegheny County Sanitary Authority

IN CONSIDERATION of the mutual promises set forth in that certain Transfer Agreement entered into between the _____ of _____ (“Municipality”)⁶ and the Allegheny County Sanitary Authority (“ALCOSAN”) of near or even date herewith (the “Transfer Agreement”), and in further consideration of the benefits that will inure to Municipality and to property owned or controlled by Municipality, whether located within or outside Municipality, as depicted on the maps attached as Exhibit A to the Transfer Agreement and incorporated herein by reference (the “Property”), Municipality, for itself, its agents, representatives, successors and assigns, does hereby grant permission to ALCOSAN, its sundry departments, officers, representatives, agents, contractors and employees, the right of access to enter upon the Property, from time to time and as deemed by ALCOSAN to be necessary or desirable, for the purposes of maintaining, repairing, and replacing certain intermunicipal trunk sewer lines and associated manholes that connect to such sewer lines as identified in the Transfer Agreement, and restoring any resulting disturbed area, as practical, at ALCOSAN’s cost and expense, and otherwise carrying out the purposes of the Transfer Agreement.

AND Municipality, for itself, its agents, representatives, successors and assigns does hereby release and forever discharge ALCOSAN, its departments, officers, representatives, agents, contractors and employees, from any and all liability whatsoever, for entry upon, use and occupancy of the Property as provided herein. Municipality agrees to waive its rights to assess, collect or receive any permit or other fees under the provisions of any applicable statute, ordinance, rule or regulation.

Nothing in this Right-of-Entry License and Release is intended to modify, amend, or alter in any respect the rights and obligations of the parties under the Transfer Agreement, and the Transfer Agreement shall remain in full force and effect. This Right-of-Entry License and Release may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Right-of-Entry License

⁶ In the event the transfer is between ALCOSAN and a Municipal Authority, this defined term will be changed to “Municipal Authority.”

and Release delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Right-of-Entry License and Release. This Right-of-Entry License and Release shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

[Signature page follows.]

IN WITNESS WHEREOF, Municipality and ALCOSAN, by their duly authorized representatives, have signed and sealed this Right-of-Entry License and Release effective as of the __ day of _____, 202_.

MUNICIPALITY:

[_____]

By: _____

Name:

Title:

ALCOSAN:

ALLEGHENY COUNTY SANITARY
AUTHORITY

By: _____

Name:

Title:

[Signature page to Right-of-Entry License and Release – POC # _____]

EXHIBIT F TO TRANSFER AGREEMENT

FORM OF POST-CLOSING REPAIR AND REIMBURSEMENT AGREEMENT

This Post-Closing Repair and Reimbursement Agreement (this “Agreement”) is made as of the ___ day of _____, 202__ (the “Closing Date”), by and between _____, a _____ (“Municipality”)⁷ and the ALLEGHENY COUNTY SANITARY AUTHORITY, a municipal authority organized under the Municipality Authorities Act, as amended, 53 Pa. C.S.A. §§ 5601-5623 (“ALCOSAN”).

WITNESSETH:

WHEREAS, Municipality and ALCOSAN entered into that certain Transfer Agreement dated as of the date hereof (the “Transfer Agreement”) pursuant to which Municipality agreed to transfer, convey, assign and deliver to ALCOSAN, and ALCOSAN agreed to accept and receive, all of Municipality’s rights, title and interest in the Transferred Assets; and

WHEREAS, the Transferred Assets include, without limitation, the Assets, comprised of certain intermunicipal trunk sewer lines and the associated manholes that connect to such sewer lines; and

WHEREAS, prior to Closing ALCOSAN delivered to Municipality a Defect Report that identified significant defects with respect to the Assets, all of which defects Municipality was obligated to repair and/or rehabilitate prior to Closing; and

WHEREAS, Municipality has not completed the required repair and/or rehabilitation described on Exhibit A attached to this Agreement and incorporated herein (collectively, the “Incomplete Repairs”); and

WHEREAS, in order to proceed with Closing, Municipality has requested ALCOSAN to complete the Incomplete Repairs after Closing in return for Municipality reimbursing ALCOSAN for the agreed upon costs thereof, and ALCOSAN is willing to undertake the completion of the Incomplete Repairs after Closing upon the terms and conditions set forth in this Agreement; and

WHEREAS, Municipality and ALCOSAN are Closing the transactions set forth in the Transfer Agreement as of the date hereof.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Transfer Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The above recitals are incorporated herein by this reference.

⁷ In the event the transfer is between ALCOSAN and a Municipal Authority, this defined term will be changed to “Municipal Authority.”

2. Definitions. Capitalized words, terms and phrases used but not otherwise defined herein shall have the meanings ascribed to such words, terms and phrases in the Transfer Agreement.

3. Completion of Incomplete Repairs. Subject to the remaining provisions of this Agreement, ALCOSAN hereby assumes and agrees to undertake Municipality's obligation to complete (and/or cause to be completed) the Incomplete Repairs (the "Work"); provided that the timing and manner of completion of the Work and any and all portions thereof shall be in ALCOSAN's sole and absolute discretion and shall be independent of Municipality's reimbursement and payment obligations pursuant to Section 4, Section 5, and Section 6 below. For the avoidance of doubt, ALCOSAN shall not be required to complete the Work in accordance with any Repair Plan previously prepared by Municipality, whether or not submitted to ALCOSAN.⁸

4. Reimbursement of Agreed Upon Costs. Municipality shall reimburse and pay ALCOSAN for the anticipated reasonable and necessary costs to complete the Work as agreed upon by Municipality and ALCOSAN (the "Reimbursable Costs"), including without limitation, those costs described on Exhibit B attached to this Agreement and incorporated herein. The parties acknowledge and agree, for purposes of this Agreement and in the interest of their respective budget certainty, that the total sum to be paid by Municipality to ALCOSAN hereunder as the Reimbursable Costs shall be _____ Dollars (\$ _____).⁹

5. Payment of Reimbursable Costs. Municipality shall pay the Reimbursable Costs to ALCOSAN in twelve (12) equal monthly installments, commencing on the first day of the calendar month immediately following the Closing Date, by wire transfer or check payable to ALCOSAN, in accordance with the payment instructions set forth in Exhibit C attached to this Agreement and incorporated herein.

6. Financing Election. Notwithstanding the payment provisions of Section 5 above, upon written request to ALCOSAN delivered within ten (10) days following the Closing Date, Municipality may elect to pay the Reimbursable Costs to ALCOSAN in up to thirty-six (36) equal monthly installments, together with interest in an amount equal to ALCOSAN's bond rate (as applicable from time to time) (the "Financing Election"). Upon receipt from Municipality of a Financing Election, ALCOSAN shall prepare and deliver to Municipality a revised payment schedule and such other documents and instruments as shall be reasonably required to effectuate the Financing Election. In the event Municipality has not executed the documents and instruments required to effectuate the Financing Election within twenty (20) days after delivery by ALCOSAN, the Financing Election shall be deemed to be withdrawn, and the original payment provisions in Section 5 shall govern.

7. Relation to Transfer Agreement. Nothing in this Agreement is intended to

⁸ Incomplete Repairs and the Work shall be agreed upon by Municipality's Engineer and ALCOSAN's Engineer.

⁹ Reimbursable Costs shall be agreed upon by Municipality's Engineer and ALCOSAN's Engineer.

modify, amend, or alter in any respect the rights and obligations of the parties under the Transfer Agreement, and the Transfer Agreement shall remain in full force and effect, notwithstanding the execution and delivery of this Agreement. Without limiting the generality of the foregoing, the parties specifically acknowledge and agree that nothing in this Agreement shall limit ALCOSAN's indemnification rights pursuant to Section 6.1(b) of the Transfer Agreement and/or ALCOSAN's access rights pursuant to Section 7.2 of the Transfer Agreement and the Right-of-Entry License.

8. Further Assurances. Municipality and ALCOSAN agree to take and cause to be taken such further action to execute, deliver, and file or cause to be executed, delivered and filed, such further documents and instruments, and to obtain such further consents, as may be necessary or as may be reasonably requested in order to effectuate fully the purposes, terms and conditions of this Agreement.

9. Successors and Assigns; No Third-Party Beneficiaries. This Agreement is binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Except for the parties to this Agreement, a successor in interest, or assignee of a party, no other person or entity is, or shall be entitled to bring any action to enforce any provision of this Agreement against any of the parties.

10. Conflicts. If there is a conflict between the terms of this Agreement and the Transfer Agreement, the terms of the Transfer Agreement shall control.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

12. Governing Law. This Agreement and the rights and duties of Municipality and ALCOSAN shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

[Remainder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Municipality and ALCOSAN, by their duly authorized representatives, have signed and sealed this Post-Closing Repair and Reimbursement Agreement effective as of the date first set forth above.

MUNICIPALITY:

[_____]

By: _____
Name:
Title:

ALCOSAN:

ALLEGHENY COUNTY SANITARY
AUTHORITY

By: _____
Name:
Title:

[Signature page to Post-Closing Repair and Reimbursement Agreement – POC # _____]

EXHIBIT A

TO POST-CLOSING REPAIR AND REIMBURSEMENT AGREEMENT

INCOMPLETE REPAIRS

*[Description of Incomplete Repairs and Work agreed upon by Municipality Engineer and
ALCOSAN Engineer to be inserted.]*

EXHIBIT B

TO POST-CLOSING REPAIR AND REIMBURSEMENT AGREEMENT

REIMBURSABLE COSTS

*[Estimated costs to complete Incomplete Repairs agreed upon by Municipality Engineer and
ALCOSAN Engineer to be inserted.]*

EXHIBIT C

TO POST-CLOSING REPAIR AND REIMBURSEMENT AGREEMENT

PAYMENT INSTRUCTIONS

[ALCOSAN ACH information for wire payments and address for check payments to be inserted.]

EXHIBIT G TO TRANSFER AGREEMENT

INDEMNIFICATION PROCEDURES

Indemnified Party and Indemnifying Party. The party making a claim under Article 6 of this Agreement is referred to as the “Indemnified Party,” and the party against whom such claims are asserted under Article 6 of this Agreement is referred to as the “Indemnifying Party.”

Third-Party Claims. If any Indemnified Party receives notice of the assertion or commencement of any action, suit, claim or other legal proceeding made or brought by any person who is not a party to this Agreement (a “Third-Party Claim”) against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party prompt written notice thereof within thirty (30) days of such Indemnified Party becoming aware of such Third-Party Claim, which notice shall set forth such material information with respect to such Third-Party Claim as is then reasonably available to such Indemnified Party, including (i) a description of the claim in reasonable detail and, if known, the estimated amount or method of computation of any Damages incurred or reasonably expected to be incurred by the Indemnified Party together with such supporting documents reasonably available to such Indemnified Party, and (ii) a reference to the provision or provisions of this Agreement upon which such claim is based to the extent of the facts then known by the Indemnified Party (“Notice of Claim”). Thereafter, the Indemnified Party shall deliver to the Indemnifying Party, within seven (7) days after the Indemnified Party’s receipt thereof, copies of all notices and documents (including court papers) received by the Indemnified Party relating to such Third-Party Claim. Notwithstanding the foregoing, the failure by the Indemnified Party to so notify the Indemnifying Party shall not relieve the Indemnifying Party from any liability to the Indemnified Party for any liability hereunder except to the extent that such failure shall have actually prejudiced the defense of such Third-Party Claim.

Defense of Third-Party Claims.

In the event that an Indemnified Party furnishes an Indemnifying Party with a Notice of Claim, then upon the written notice by the Indemnifying Party given to the Indemnified Party within fifteen (15) days of receipt of the Notice of Claim, stating (i) that the Indemnifying Party is undertaking the defense of the Third-Party Claim, and (ii) the Third-Party Claim covered by the Notice of Claim is subject to Article 6 of this Agreement, then the Indemnifying Party shall have the right to assume and conduct the defense of each Third-Party Claim with counsel selected by the Indemnifying Party and reasonably acceptable to the Indemnified Party, provided that the Indemnifying Party shall not be entitled to assume or continue control of the defense of any Third-Party Claim, and the Indemnified Party shall have the right to conduct the defense of such claim or any litigation resulting therefrom and in connection therewith to employ, at the Indemnifying Party’s expense, counsel of its choice to represent the Indemnified Party if (i) the Third-Party Claim relates to (or may involve to) or arises in connection with any matter which could involve criminal conduct, (ii) the Third-Party Claim primarily seeks an injunction or equitable relief against the Indemnified Party, (iii) the Indemnifying Party, in the reasonable judgment of the Indemnified Party, has failed to defend or

is failing to defend in good faith the Third-Party Claim; or (iv) the Third-Party Claim would reasonably be expected to have an adverse effect on the Indemnified Party's business or relates to its customers, suppliers, vendors or other service providers. The Indemnified Party may, at its election, participate in the defense thereof, at its sole cost and expense, of any Third-Party Claim for which the Indemnifying Party has assumed and is conducting the defense.

If the Indemnifying Party does not assume and conduct the defense of such Third-Party Claim in accordance herewith, the Indemnified Party may continue to conduct the defense of the Third-Party Claim. If the Indemnifying Party has assumed the defense of a Third-Party Claim as provided herein, the Indemnifying Party shall not be liable for any legal expenses subsequently incurred by the Indemnified Party in connection with the defense thereof; provided, however, that if: (i) the Indemnifying Party has failed to take reasonable steps necessary to defend diligently such Third-Party Claim, or (ii) the named parties of any such proceeding (including any impleaded parties) include both the Indemnifying Party and the Indemnified Party and, in the written opinion of outside counsel for the Indemnified Party, representation of both parties by the same counsel would be inappropriate due to actual differing interests between them, the Indemnified Party may assume and conduct its own defense, and the Indemnifying Party shall be liable for all reasonable costs or expenses paid or incurred in connection therewith.

Settlement of Third-Party Claims. Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third-Party Claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed), except as provided herein. If a firm offer is made to settle a Third-Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third-Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within ten (10) days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third-Party Claim and, in such event, the maximum liability of the Indemnifying Party as to such Third-Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third-Party Claim, the Indemnifying Party may settle the Third-Party Claim upon the terms set forth in such firm offer to settle such Third-Party Claim.

Direct Claims.

Any claim by an Indemnified Party with respect to Damages that do not result from a Third-Party Claim (a "Direct Claim") shall be asserted by the Indemnified Party giving a written notice of such claim with reasonable promptness to the Indemnifying Party (and in any event within thirty (30) days of such Indemnified Party becoming aware of any events or facts that would reasonably be expected to result in any Damages for which such Indemnified Party is entitled to indemnification under this Agreement) specifying in reasonable detail (i) the nature of the claim for indemnification and the basis thereof, and, if known, the estimated amount or method of computation of any Damages incurred or reasonably expected to be

incurred by the Indemnified Party together with such supporting documents reasonably available to such Indemnified Party, and (ii) a reference to the provision or provisions of this Agreement upon which such claim is based to the extent of the facts then known by the Indemnified Party (an "Indemnity Notice"). In the event that within thirty (30) days after the receipt by the Indemnifying Party of such Indemnity Notice from the Indemnified Party, the Indemnified Party shall not have received from the Indemnifying Party a written objection to such claim, such claim shall be conclusively presumed and considered to have been assented to and approved by the Indemnifying Party.

If within the thirty (30) day period described above the Indemnified Party shall have received from the Indemnifying Party a written notice setting forth the Indemnifying Party's objections to such claim and the Indemnifying Party's reasons for such objection, then the parties shall negotiate in good faith for a period of thirty (30) business days from the date the Indemnified Party receives such objection (the "Negotiation Period"). After the Negotiation Period, if the parties still cannot agree on the claim, the parties may submit the dispute to litigation in accordance with Section 8.5 of this Agreement.

BILL OF TRANSFER

This Bill of Transfer dated as of _____, is executed and delivered by the TOWNSHIP OF UPPER ST. CLAIR, a township situate in Allegheny County, Pennsylvania (“Municipality”) to the ALLEGHENY COUNTY SANITARY AUTHORITY, a municipal authority organized under the Municipality Authorities Act, as amended, 53 Pa. C.S.A. §§ 5601-5623 (“ALCOSAN”).

WHEREAS, Municipality and ALCOSAN entered into that certain Transfer Agreement dated as of the date hereof (the “Transfer Agreement”) pursuant to which Municipality agreed to transfer, convey, assign and deliver to ALCOSAN, and ALCOSAN agreed to accept and receive, all of Municipality’s rights, title and interest in the Transferred Assets; and

WHEREAS, the Transferred Assets include, without limitation, the Assets described in Exhibit A attached to this Bill of Transfer and incorporated herein; and

WHEREAS, Municipality and ALCOSAN are Closing the transactions set forth in the Transfer Agreement as of the date hereof; and

WHEREAS, by means of this Bill of Transfer, Municipality desires to transfer, convey, assign and deliver to ALCOSAN all of Municipality’s rights, title and interest in the Assets.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Transfer Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The above recitals are incorporated herein by this reference.
2. Capitalized words, terms and phrases used but not otherwise defined herein shall have the meanings ascribed to such words, terms and phrases in the Transfer Agreement.
3. Municipality hereby transfers, conveys, assigns and delivers to ALCOSAN, its successors and assigns, all of Municipality’s rights, title and interest in the Assets, free and clear of all liens and encumbrances other than Permitted Encumbrances.
4. This transfer, conveyance, and assignment has been executed and delivered by Municipality in accordance with, and subject to the terms and conditions of, the Transfer Agreement.
5. Nothing in this Bill of Transfer is intended to modify, amend, or alter in any respect the rights and obligations of the parties under the Transfer Agreement, and the Transfer Agreement shall remain in full force and effect, notwithstanding the execution and delivery of this Bill of Transfer.
6. Municipality and ALCOSAN agree to take and cause to be taken such further action to execute, deliver, and file or cause to be executed, delivered and filed, such further documents

and instruments, and to obtain such further consents, as may be necessary or as may be reasonably requested in order to effectuate fully the purposes, terms and conditions of this Bill of Transfer.

7. This Bill of Transfer is binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Except for the parties to this Bill of Transfer, a successor in interest, or assignee of a party, no other person or entity is, or shall be entitled to bring any action to enforce any provision of this Bill of Transfer against any of the parties.

8. If there is a conflict between the terms of this Bill of Transfer and the Transfer Agreement, the terms of the Transfer Agreement shall control.

9. This Bill of Transfer may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Bill of Transfer delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Transfer.

10. This Bill of Transfer and the rights and duties of Municipality and ALCOSAN shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

[Remainder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Municipality and ALCOSAN, by their duly authorized representatives, have signed and sealed this Bill of Transfer effective as of the date first set forth above.

MUNICIPALITY:

TOWNSHIP OF UPPER ST. CLAIR

By: _____
Name:
Title:

ALCOSAN:

ALLEGHENY COUNTY SANITARY
AUTHORITY

By: _____
Name: Arletta Scott Williams
Title: Executive Director

[Signature page to Bill of Transfer – POC # C-55-02]

EXHIBIT A
TO BILL OF TRANSFER

ASSETS

[See Attached]

Accessible Point Structures

Number	Map Sheet	Asset Type	Asset ID
1	1	Manhole	MH0255N01
2	1	Manhole	MH0256M01
3	1	Manhole	MH0256S01
4	1	Manhole	MH0256S02
5	1	Manhole	MH0256S03
6	1	Manhole	MH0322A01
7	1	Manhole	MH0322A02
8	1	Manhole	MH0322A03
9	2	Manhole	MH0322E01
10	2	Manhole	MH0322F01
11	2	Manhole	MH0322F02
12	2	Manhole	MH0322K01
13	2	Manhole	MH0322K02
14	2	Manhole	MH0322K03
15	2	Manhole	MH0322P01
16	3	Manhole	MH0322P02
17	3	Manhole	MH0397B01
18	3	Manhole	MH0397F01
19	3	Manhole	MH0397F02
20	4	Manhole	MH0397J01
21	4	Manhole	MH0397K01
22	4	Manhole	MH0397N01
23	4	Manhole	MH0397N02
24	6	Manhole	MH0479N01
25	6	Manhole	MH0479N02
26	6	Manhole	MH0479N03
27	6	Manhole	MH0479N04
28	6	Manhole	MH0479N05
29	4	Manhole	MH0480A01
30	5	Manhole	MH0480A02
31	5	Manhole	MH0480E01
32	5	Manhole	MH0480E02
33	5	Manhole	MH0480J01
34	5	Manhole	MH0480K01
35	5	Manhole	MH0480K02
36	5	Manhole	MH0480K03
37	5	Manhole	MH0480L01

38	5	Manhole	MH0480L02
39	5	Manhole	MH0480L03
40	5	Manhole	MH0480M01
41	6	Manhole	MH0480S01
42	6	Manhole	MH0480S02
43	6	Manhole	MH0480S03
44	6	Manhole	MH0570A01
45	6	Manhole	MH0570A02
46	6	Manhole	MH0570A03
47	6	Manhole	MH0570A04
48	6	Manhole	MH0570A05
49	6	Manhole	MH0570A06
50	6	Manhole	MH0570E01
51	6	Manhole	MH0570E02
52	6	Manhole	MH0570E03
53	6	Manhole	MH0570E04
54	7	Manhole	MH0570E05
55	7	Manhole	MH0570E06
56	7	Manhole	MH0570J01
57	7	Manhole	MH0570J02
58	7	Manhole	MH0570J03
59	7	Manhole	MH0570J04
60	7	Manhole	MH0570N01
61	7	Manhole	MH0570N02
62	7	Manhole	MH0570N03
63	7	Manhole	MH0570N04
64	10	Manhole	MH0668J01
65	10	Manhole	MH0668J02
66	10	Manhole	MH0668J03
67	10	Manhole	MH0668J04
68	10	Manhole	MH0668J05
69	10	Manhole	MH0668J06
70	10	Manhole	MH0668J07
71	10	Manhole	MH0668K01
72	10	Manhole	MH0668K02
73	10	Manhole	MH0668K03
74	10	Manhole	MH0668K04
75	10	Manhole	MH0668K05
76	10	Manhole	MH0668N01
77	10	Manhole	MH0668P01
78	10	Manhole	MH0668P02

79	10	Manhole	MH0668P03
80	10	Manhole	MH0668R01
81	7	Manhole	MH0669A01
82	8	Manhole	MH0669A02
83	8	Manhole	MH0669A03
84	8	Manhole	MH0669A04
85	8	Manhole	MH0669A05
86	9	Manhole	MH0669P01
87	9	Manhole	MH0669P02
88	9	Manhole	MH0669S01
89	9	Manhole	MH0669S02
90	9	Manhole	MH0776B03
91	9	Manhole	MH0776B04
92	9	Manhole	MH0776B05
93	9	Manhole	MH0776C01
94	9	Manhole	MH0776C02
95	9	Manhole	MH0776C03
96	9	Manhole	MH0776C04
97	9	Manhole	MH0776C05
98	9	Manhole	MH0776C06
99	9	Manhole	MH0776C07
100	9	Manhole	MH0776D01
101	9	Manhole	MH0776D02
102	9	Manhole	MH0776D03
103	9	Manhole	MH0776D04
104	9	Manhole	MH0776D05
105	9	Manhole	MH0776D06
106	1	Outfall	OF0256M03
107	9	Outfall	OF0776B06
108	9	Pump Station	PS0776B01
109	1	Regulator	RG0256M02
110	9	Regulator	RG0776B02

Pipes

Number	Map Sheet	Asset Type	Asset ID	Upstream Node ID	Downstream Node ID
1	1	Pipe	MH0255N01.MH0256S03.1	MH0255N01	MH0256S03

Number	Map Sheet	Asset Type	Asset ID	Upstream Node ID	Downstream Node ID
2	1	Pipe	MH0256M01.C5502.1	MH0256M01	C5502
3	1	Pipe	MH0256S01.RG0256M02.1	MH0256S01	RG0256M02
4	1	Pipe	MH0256S02.MH0256S01.1	MH0256S02	MH0256S01
5	1	Pipe	MH0256S03.MH0256S02.1	MH0256S03	MH0256S02
6	1	Pipe	MH0322A01.MH0255N01.1	MH0322A01	MH0255N01
7	1	Pipe	MH0322A02.MH0322A01.1	MH0322A02	MH0322A01
8	1	Pipe	MH0322A03.MH0322A02.1	MH0322A03	MH0322A02
9	1	Pipe	MH0322E01.MH0322A03.1	MH0322E01	MH0322A03
10	2	Pipe	MH0322F01.MH0322E01.1	MH0322F01	MH0322E01
11	2	Pipe	MH0322F02.MH0322F01.1	MH0322F02	MH0322F01
12	2	Pipe	MH0322K01.MH0322F02.1	MH0322K01	MH0322F02
13	2	Pipe	MH0322K02.MH0322K01.1	MH0322K02	MH0322K01
14	2	Pipe	MH0322K03.MH0322K02.1	MH0322K03	MH0322K02
15	2	Pipe	MH0322P01.MH0322K03.1	MH0322P01	MH0322K03
16	2	Pipe	MH0322P02.MH0322P01.1	MH0322P02	MH0322P01
17	3	Pipe	MH0397B01.MH0322P02.1	MH0397B01	MH0322P02
18	3	Pipe	MH0397F01.MH0397B01.1	MH0397F01	MH0397B01
19	3	Pipe	MH0397F02.MH0397F01.1	MH0397F02	MH0397F01
20	4	Pipe	MH0397J01.MH0397K01.1	MH0397J01	MH0397K01
21	3	Pipe	MH0397K01.MH0397F02.1	MH0397K01	MH0397F02
22	4	Pipe	MH0397N01.MH0397J01.1	MH0397N01	MH0397J01
23	4	Pipe	MH0397N02.MH0397N01.1	MH0397N02	MH0397N01
24	6	Pipe	MH0479N01.MH0480S03.1	MH0479N01	MH0480S03
25	6	Pipe	MH0479N02.MH0479N01.1	MH0479N02	MH0479N01
26	6	Pipe	MH0479N03.MH0479N02.1	MH0479N03	MH0479N02
27	6	Pipe	MH0479N04.MH0479N03.1	MH0479N04	MH0479N03
28	6	Pipe	MH0479N05.MH0479N04.1	MH0479N05	MH0479N04
29	4	Pipe	MH0480A01.MH0397N02.1	MH0480A01	MH0397N02
30	4	Pipe	MH0480A02.MH0480A01.1	MH0480A02	MH0480A01
31	5	Pipe	MH0480E01.MH0480A02.1	MH0480E01	MH0480A02

Number	Map Sheet	Asset Type	Asset ID	Upstream Node ID	Downstream Node ID
32	5	Pipe	MH0480E02.MH0480E01.1	MH0480E02	MH0480E01
33	5	Pipe	MH0480J01.MH0480E02.1	MH0480J01	MH0480E02
34	5	Pipe	MH0480K01.MH0480J01.1	MH0480K01	MH0480J01
35	5	Pipe	MH0480K02.MH0480K01.1	MH0480K02	MH0480K01
36	5	Pipe	MH0480K03.MH0480K02.1	MH0480K03	MH0480K02
37	5	Pipe	MH0480L01.MH0480K03.1	MH0480L01	MH0480K03
38	5	Pipe	MH0480L02.MH0480L01.1	MH0480L02	MH0480L01
39	5	Pipe	MH0480L03.MH0480L02.1	MH0480L03	MH0480L02
40	5	Pipe	MH0480M01.MH0480L03.1	MH0480M01	MH0480L03
41	5	Pipe	MH0480S01.MH0480M01.1	MH0480S01	MH0480M01
42	6	Pipe	MH0480S02.MH0480S01.1	MH0480S02	MH0480S01
43	6	Pipe	MH0480S03.MH0480S02.1	MH0480S03	MH0480S02
44	6	Pipe	MH0570A01.MH0479N05.1	MH0570A01	MH0479N05
45	6	Pipe	MH0570A02.MH0570A01.1	MH0570A02	MH0570A01
46	6	Pipe	MH0570A03.MH0570A02.1	MH0570A03	MH0570A02
47	6	Pipe	MH0570A04.MH0570A03.1	MH0570A04	MH0570A03
48	6	Pipe	MH0570A05.MH0570A04.1	MH0570A05	MH0570A04
49	6	Pipe	MH0570A06.MH0570A05.1	MH0570A06	MH0570A05
50	6	Pipe	MH0570E01.MH0570A06.1	MH0570E01	MH0570A06
51	6	Pipe	MH0570E02.MH0570E01.1	MH0570E02	MH0570E01
52	6	Pipe	MH0570E03.MH0570E02.1	MH0570E03	MH0570E02
53	6	Pipe	MH0570E04.MH0570E03.1	MH0570E04	MH0570E03
54	6	Pipe	MH0570E05.MH0570E04.1	MH0570E05	MH0570E04
55	7	Pipe	MH0570E06.MH0570E05.1	MH0570E06	MH0570E05
56	7	Pipe	MH0570J01.MH0570E06.1	MH0570J01	MH0570E06
57	7	Pipe	MH0570J02.MH0570J01.1	MH0570J02	MH0570J01
58	7	Pipe	MH0570J03.MH0570J02.1	MH0570J03	MH0570J02
59	7	Pipe	MH0570J04.MH0570J03.1	MH0570J04	MH0570J03
60	7	Pipe	MH0570N01.MH0570J04.1	MH0570N01	MH0570J04
61	7	Pipe	MH0570N02.MH0570N01.1	MH0570N02	MH0570N01

Number	Map Sheet	Asset Type	Asset ID	Upstream Node ID	Downstream Node ID
62	7	Pipe	MH0570N03.MH0570N02.1	MH0570N03	MH0570N02
63	7	Pipe	MH0570N04.MH0570N03.1	MH0570N04	MH0570N03
64	10	Pipe	MH0668J01.MH0668N01.1	MH0668J01	MH0668N01
65	10	Pipe	MH0668J02.MH0668J01.1	MH0668J02	MH0668J01
66	10	Pipe	MH0668J03.MH0668J02.1	MH0668J03	MH0668J02
67	10	Pipe	MH0668J04.MH0668J03.1	MH0668J04	MH0668J03
68	10	Pipe	MH0668J05.MH0668J04.1	MH0668J05	MH0668J04
69	10	Pipe	MH0668J06.MH0668J05.1	MH0668J06	MH0668J05
70	10	Pipe	MH0668J07.MH0668J06.1	MH0668J07	MH0668J06
71	10	Pipe	MH0668K01.MH0668J07.1	MH0668K01	MH0668J07
72	10	Pipe	MH0668K02.MH0668K01.1	MH0668K02	MH0668K01
73	10	Pipe	MH0668K03.MH0668K02.1	MH0668K03	MH0668K02
74	10	Pipe	MH0668K04.MH0668K03.1	MH0668K04	MH0668K03
75	10	Pipe	MH0668K05.MH0668K04.1	MH0668K05	MH0668K04
76	9	Pipe	MH0668N01.MH0669S02.1	MH0668N01	MH0669S02
77	10	Pipe	MH0668P01.MH0668K05.1	MH0668P01	MH0668K05
78	10	Pipe	MH0668P02.MH0668P01.1	MH0668P02	MH0668P01
79	10	Pipe	MH0668P03.MH0668P02.1	MH0668P03	MH0668P02
80	10	Pipe	MH0668R01.MH0668P03.1	MH0668R01	MH0668P03
81	7	Pipe	MH0669A01.MH0570N04.1	MH0669A01	MH0570N04
82	7	Pipe	MH0669A02.MH0669A01.1	MH0669A02	MH0669A01
83	8	Pipe	MH0669A03.MH0669A02.1	MH0669A03	MH0669A02
84	8	Pipe	MH0669A04.MH0669A03.1	MH0669A04	MH0669A03
85	8	Pipe	MH0669A05.MH0669A04.1	MH0669A05	MH0669A04
86	9	Pipe	MH0669P01.MH0776B05.1	MH0669P01	MH0776B05
87	9	Pipe	MH0669P02.MH0669P01.1	MH0669P02	MH0669P01
88	9	Pipe	MH0669S01.MH0776D06.1	MH0669S01	MH0776D06
89	9	Pipe	MH0669S02.MH0669S01.1	MH0669S02	MH0669S01
90	9	Pipe	MH0776B03.RG0776B02.1	MH0776B03	RG0776B02
91	9	Pipe	MH0776B04.MH0776B03.1	MH0776B04	MH0776B03
92	9	Pipe	MH0776B05.MH0776B04.1	MH0776B05	MH0776B04
93	9	Pipe	MH0776C01.MH0669P02.1	MH0776C01	MH0669P02
94	9	Pipe	MH0776C02.MH0776C01.1	MH0776C02	MH0776C01

Number	Map Sheet	Asset Type	Asset ID	Upstream Node ID	Downstream Node ID
95	9	Pipe	MH0776C03.MH0776C02.1	MH0776C03	MH0776C02
96	9	Pipe	MH0776C04.MH0776C03.1	MH0776C04	MH0776C03
97	9	Pipe	MH0776C05.MH0776C04.1	MH0776C05	MH0776C04
98	9	Pipe	MH0776C06.MH0776C05.1	MH0776C06	MH0776C05
99	9	Pipe	MH0776C07.MH0776C06.1	MH0776C07	MH0776C06
100	9	Pipe	MH0776D01.MH0776C07. 1	MH0776D01	MH0776C07
101	9	Pipe	MH0776D02.MH0776D01. 1	MH0776D02	MH0776D01
102	9	Pipe	MH0776D03.MH0776D02. 1	MH0776D03	MH0776D02
103	9	Pipe	MH0776D04.MH0776D03. 1	MH0776D04	MH0776D03
104	9	Pipe	MH0776D05.MH0776D04. 1	MH0776D05	MH0776D04
105	9	Pipe	MH0776D06.MH0776D05. 1	MH0776D06	MH0776D05
106	8	Pipe	PS0776B01.MH0669A05.1	PS0776B01	MH0669A05
107	1	Pipe	RG0256M02.MH0256M01. 1	RG0256M02	MH0256M01
108	1	Pipe	RG0256M02.MH0256M01. 2	RG0256M02	MH0256M01
109	1	Pipe	RG0256M02.OF0256M03.1	RG0256M02	OF0256M03
110	9	Pipe	RG0776B02.OF0776B06.1	RG0776B02	OF0776B06
111	9	Pipe	RG0776B02.PS0776B01.1	RG0776B02	PS0776B01

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “Agreement”) is made as of _____ (the “Closing Date”), by and between the TOWNSHIP OF UPPER ST. CLAIR, a township situate in Allegheny County, Pennsylvania (“Municipality”) and the ALLEGHENY COUNTY SANITARY AUTHORITY, a municipal authority organized under the Municipality Authorities Act, as amended, 53 Pa. C.S.A. §§ 5601-5623 (“ALCOSAN”).

WITNESSETH:

WHEREAS, Municipality and ALCOSAN entered into that certain Transfer Agreement dated as of the date hereof (the “Transfer Agreement”) pursuant to which Municipality agreed to transfer, convey, assign and deliver to ALCOSAN, and ALCOSAN agreed to accept and receive, all of Municipality’s rights, title and interest in the Transferred Assets; and

WHEREAS, the Transferred Assets include, without limitation, certain real property interests of Municipality primarily used or necessary in the operation of the Assets, which real property interests include, without limitation, those easements, rights-of-way, access agreements, licenses and permits granted to Municipality by third-parties as described in Exhibit A attached to this Agreement and incorporated herein (collectively, the “Third-Party Real Property Interests”); and

WHEREAS, the Transferred Assets further include, without limitation, certain Licenses and Permits owned, held, possessed or entitled in the name of Municipality, or in which Municipality has rights, as described in Exhibit B attached to this Agreement and incorporated herein; and

WHEREAS, the Transferred Assets further include, without limitation, certain books, records, and other information relating to the Assets, as described in Exhibit C attached to this Agreement and incorporated herein (collectively, the “Records”); and

WHEREAS, the Transferred Assets further include, without limitation, certain warranties, indemnities, and guarantees related to or necessary for the operation of the Assets, as described in Exhibit D attached to this Agreement and incorporated herein (collectively, the “Warranties,” and together with the Third-Party Real Property Interests, the Licenses and Permits, and the Records, the “Assigned Assets”).

WHEREAS, Municipality and ALCOSAN are Closing the transactions set forth in the Transfer Agreement as of the date hereof; and

WHEREAS, pursuant to and in accordance with the Transfer Agreement, Municipality has agreed to transfer, convey, assign and deliver to ALCOSAN all of Municipality’s rights, title and interest in the Assigned Assets, and ALCOSAN has agreed to assume, implement, perform and discharge the Assumed Liabilities of Municipality as they pertain exclusively to the Transferred Assets arising after the Closing Date, all subject to the terms and conditions set forth in the Transfer Agreement; and

EXHIBIT
C

WHEREAS, it is currently unknown to Municipality whether certain of the Assigned Assets are in continuing force and effect, and whether they affect any part of the Assets, which uncertainties may be determined after the Closing Date and the consequences of such determinations, if any, noted as amendments to this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Transfer Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The above recitals are incorporated herein by this reference.
2. Definitions. Capitalized words, terms and phrases used but not otherwise defined herein shall have the meanings ascribed to such words, terms and phrases in the Transfer Agreement.
3. Assignment. Municipality hereby transfers, conveys, assigns, and delivers to ALCOSAN, its successors and assigns, all of Municipality's rights, title and interest in the Assigned Assets.
4. Assumption. ALCOSAN hereby accepts the foregoing transfer, conveyance and assignment and hereby assumes and agrees to implement, perform and discharge (and/or cause to be implemented, performed and discharged) the Assumed Liabilities of Municipality as they pertain exclusively to the Transferred Assets arising after the date hereof and only to the extent any such duties, liabilities, obligations and responsibilities apply to the Assets.
5. Consent and Postponement. Notwithstanding the provisions of Section 3 and Section 4 above, this Agreement shall not be construed as an agreement to transfer, convey, assign and deliver any Assigned Asset that by its terms or pursuant to law is not capable of being transferred, conveyed, assigned or delivered without the consent or waiver of a third party (each, a "Consent") unless and until such Consent shall be given (each such Assigned Assets requiring Consent, a "Deferred Item"). Except with respect to those particular Assigned Assets identified on the Exhibits to this Agreement (the "Mandatory Items"), which shall not be Deferred Items and must be transferred, conveyed, assigned and delivered to ALCOSAN with the appropriate Consents prior to Closing, each of Municipality and ALCOSAN shall use commercially reasonable efforts to obtain such Consents as are required for the Deferred Items as promptly as practicable following the Closing Date, and at the time each such Consent is received, the applicable Deferred Item to which such Consent relates shall be deemed to have been automatically transferred, conveyed, assigned and delivered by Municipality effective retroactive to the Closing Date without the necessity of further action by Municipality and ALCOSAN.
6. Limited Agency. Effective as of the Closing Date until any such Consents are obtained or until either party notifies the other of its desire to suspend efforts to obtain any such Consents, to the extent legally permissible, ALCOSAN shall perform, as agent of Municipality, all of the Assumed Liabilities relating to the Deferred Items to the extent ALCOSAN would have been responsible therefor under this Agreement, and shall receive all the benefits of the Deferred

Items to the extent ALCOSAN would have been entitled thereto under this Agreement, if the Consents relating to such Deferred Items had been obtained.

7. Shared Rights and Responsibilities. Notwithstanding the provisions of Section 3 and Section 4 above, if any Assigned Asset sets forth (or results in) rights and/or responsibilities that affect both (i) all or part of the Transferred Assets and the Assumed Liabilities and (ii) all or part of the Excluded Assets and the Retained Liabilities, then the assignment and acceptance pursuant to Sections 3 and 4 will be of rights and/or responsibilities severally shared between Municipality and ALCOSAN in such proportions as the parties may reasonably agree based on the relative effect on each party of the benefits and burdens relating to such Assigned Asset.

8. Post-Closing Due Diligence. If, after the Closing Date, it is determined that any of the Assigned Assets is no longer in force and effect and/or does not affect any part of the Assets, then by one or more signed amendments to this Agreement the parties shall, from time to time, remove any such Assigned Asset from the applicable Exhibit hereto and from the assignment and assumption intended by this Agreement, each effective as of the Closing Date.

9. Relation to Transfer Agreement. Nothing in this Agreement is intended to modify, amend, or alter in any respect the rights and obligations of the parties under the Transfer Agreement, and the Transfer Agreement shall remain in full force and effect, notwithstanding the execution and delivery of this Agreement.

10. Further Assurances. Municipality and ALCOSAN agree to take and cause to be taken such further action to execute, deliver, and file or cause to be executed, delivered and filed, such further documents and instruments, and to obtain such further consents, as may be necessary or as may be reasonably requested in order to effectuate fully the purposes, terms and conditions of this Agreement.

11. Successors and Assigns; No Third-Party Beneficiaries. This Agreement is binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Except for the parties to this Agreement, a successor in interest, or assignee of a party, no other person or entity is, or shall be entitled to bring any action to enforce any provision of this Agreement against any of the parties.

12. Conflicts. If there is a conflict between the terms of this Agreement and the Transfer Agreement, the terms of the Transfer Agreement shall control.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

14. Governing Law. This Agreement and the rights and duties of Municipality and ALCOSAN shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, Municipality and ALCOSAN, by their duly authorized representatives, have signed and sealed this Assignment and Assumption Agreement effective as of the date first set forth above.

MUNICIPALITY:

TOWNSHIP OF UPPER ST. CLAIR

By: _____
Name:
Title:

ALCOSAN:

ALLEGHENY COUNTY SANITARY
AUTHORITY

By: _____
Name: Arletta Scott Williams
Title: Executive Director

[Signature page to Assignment and Assumption Agreement – POC # C-55-02]

EXHIBIT A

TO ASSIGNMENT AND ASSUMPTION AGREEMENT

THIRD-PARTY REAL PROPERTY INTERESTS

[List of Third-Party Real Property Interests to be inserted; identify those that require Consent to transfer; and identify Mandatory Items as to which required Consents must be in hand at Closing and cannot be deferred post-closing.]

EXHIBIT B

TO ASSIGNMENT AND ASSUMPTION AGREEMENT

LICENSES AND PERMITS

[List of all Licenses and Permits to be inserted; identify those that require Consent to transfer; and identify Mandatory Items as to which required Consents must be in hand at Closing and cannot be deferred post-closing.]

EXHIBIT C
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDS

[List of Records to be inserted; identify those that require Consent to transfer; and identify Mandatory Items as to which required Consents must be in hand at Closing and cannot be deferred post-closing.]

EXHIBIT D
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

WARRANTIES

[List of Warranties to be inserted; identify those that require Consent to transfer; and identify Mandatory Items as to which required Consents must be in hand at Closing and cannot be deferred post-closing.]

RIGHT-OF-ENTRY LICENSE AND RELEASE
(Regionalization Program)

Between

Township of Upper St. Clair
And
Allegheny County Sanitary Authority

IN CONSIDERATION of the mutual promises set forth in that certain Transfer Agreement entered into between the Township of Upper St. Clair (“Municipality”) and the Allegheny County Sanitary Authority (“ALCOSAN”) of near or even date herewith (the “Transfer Agreement”), and in further consideration of the benefits that will inure to Municipality and to property owned or controlled by Municipality, whether located within or outside the area served by Municipality, as depicted on the maps attached as Exhibit A to the Transfer Agreement and incorporated herein by reference (the “Property”), Municipality, for itself, its agents, representatives, successors and assigns, does hereby grant permission to ALCOSAN, its sundry departments, officers, representatives, agents, contractors and employees, the right of access to enter upon the Property, from time to time and as deemed by ALCOSAN to be necessary or desirable, for the purposes of maintaining, repairing, and replacing certain intermunicipal trunk sewer lines and associated manholes that connect to such sewer lines as identified in the Transfer Agreement, and restoring any resulting disturbed area, as practical, at ALCOSAN’s cost and expense, and otherwise carrying out the purposes of the Transfer Agreement.

AND Municipality, for itself, its agents, representatives, successors and assigns does hereby release and forever discharge ALCOSAN, its departments, officers, representatives, agents, contractors and employees, from any and all liability whatsoever, for entry upon, use and occupancy of the Property as provided herein. Municipality agrees to waive any rights to assess, collect or receive any permit or other fees under the provisions of any applicable statute, ordinance, rule or regulation.

Nothing in this Right-of-Entry License and Release is intended to modify, amend, or alter in any respect the rights and obligations of the parties under the Transfer Agreement, and the Transfer Agreement shall remain in full force and effect. This Right-of-Entry License and Release may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Right-of-Entry License and Release delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Right-of-Entry License and Release. This Right-of-Entry License and Release shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

[Signature page follows.]

IN WITNESS WHEREOF, Municipality and ALCOSAN, by their duly authorized representatives, have signed and sealed this Right-of-Entry License and Release effective as of _____.

MUNICIPALITY:

TOWNSHIP OF UPPER ST. CLAIR

By: _____

Name:

Title:

ALCOSAN:

ALLEGHENY COUNTY SANITARY
AUTHORITY

By: _____

Name: Arletta Scott Williams

Title: Executive Director

[Signature page to Right-of-Entry License and Release – POC # C-55-02]

MEMORANDUM

To: Matthew R. Serakowski, Township Manager

From: Adam A. Benigni, Director of Planning and Community Development

Date: May 30, 2025

Subject: RECOMMENDATION RE. AUTHORIZATION OF THE TRANSFER OF THE MCLAUGHLIN RUN INTERMUNICIPAL TRUNK SEWER LINE

Resolution No. 1778 and its supporting documents will enable the Township to complete and sign the legal agreements required to transfer ownership of the McLaughlin Run Intermunicipal Trunk Sewer Line (C-53-10) and related manholes to the Allegheny County Sanitary Authority (ALCOSAN). This transfer aligns with ALCOSAN's regionalization efforts as mandated by its Consent Decree with the U.S. Environmental Protection Agency (EPA).

As set forth in the Resolution, some information needs to be updated before the Transfer Agreement and other documents are final. However, if approved, the Resolution will authorize Township representatives, including Board President, Township Manager and Township Attorney to execute the necessary documents to transfer the Trunk Lines when they are completed.

Below is a bullet-point list summarizing the responsibilities of the Township of Upper St. Clair and the Allegheny County Sanitary Authority (ALCOSAN) following the transfer of the McLaughlin Run Intermunicipal Trunk Sewer Line (C-53-10), as outlined in the provided documents.

Township of Upper St. Clair Responsibilities:

- **Retained Liabilities:** Retain and discharge all liabilities from prior ownership/operation of the sewer line, including debts, employee obligations, and liabilities from illegal/unauthorized connections (expire after 12 years unless involving fraud, willful misconduct, or gross negligence).
- **Indemnification:** Indemnify ALCOSAN for damages from Retained Liabilities, Excluded Assets, non-public and public title defects, misrepresentations, or breaches of warranty.
- **Easements and Rights-of-Way:** Grant temporary/permanent easements or rights-of-way at no cost for ALCOSAN's future sewer improvements, prioritizing existing easements and underground locations where feasible.
- **Stream Removal Projects:** Cooperate in stream removal projects contributing to Consent Order obligations, covering up to 20% of costs, and seek third-party funding.
- **Compliance with Plans:** Comply with the CSO Nine Minimum Controls Plan and Operation and Maintenance Plan for the Township's remaining sewer system (Excluded Assets).
- **Financial Obligations:** Pay 50% of realty transfer taxes, all costs to clear title, counsel fees, costs for Required Consents, and preparation/recordation of deeds for title clearance.
- **Repairs and Reimbursement:** Reimburse ALCOSAN for incomplete repairs per the Defect Report, payable in 12 monthly installments or up to 36 with interest if a financing election is made within 10 days post-closing.
- **Maintenance and Inspections:** Locate uninspected manholes, clean and CCTV uninspected pipe segments, and repair them as needed to meet transfer requirements.

Township of



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1778

Upper St. Clair

- **Future Connections:** Own and maintain stub connection lines (first 10 feet or as approved) for any ALCOSAN-approved connections to the transferred sewer line, and cover ALCOSAN's review fees.

ALCOSAN Responsibilities:

- **Assumed Liabilities:** Assume and perform duties for operation, maintenance, repair, and future upgrades of the transferred sewer line post-closing, per the Modified Consent Decree and Municipal Feasibility Study.
- **Indemnification:** Indemnify the Township for damages from Assumed Liabilities, failure to perform under the agreement, or misrepresentations/breaches of warranty.
- **Financial Obligations:** Pay its counsel fees, due diligence costs, survey costs, 50% of realty transfer taxes, and recordation costs (except for title-clearing instruments).
- **Access Rights:** Access Township property for maintenance/repairs via the Right-of-Entry License, repair any property damage caused, and perform work at its cost.
- **Repairs:** Complete agreed-upon incomplete repairs from the Defect Report, with Township reimbursement, in its sole discretion regarding timing and manner.
- **Permit and Consent Cooperation:** Cooperate to secure transfers or re-issuance of WQM II and NPDES permits, and other licenses/permits requiring consents.
- **Connection Approvals:** Review and approve/deny proposed connections to the transferred sewer line, ensuring compliance with ALCOSAN specifications, and charge review fees.
- **Project Negotiation:** Negotiate with regulatory agencies to modify, defer, or eliminate projects in the Municipal Feasibility Study for cost-effective regional compliance.
- **Manhole and Pipe Inspections:** Inspect and repair newly located manholes, and accept only pipe segments that have been cleaned, CCTV-ed, and inspected pre-transfer.
- **Future Improvements:** Plan and implement sewer improvements (e.g., wet weather facilities) under the Modified Consent Decree, using Township easements where needed.

Resolution No. 1778 authorizes the appropriate Township Officials to execute the necessary documents to transfer the McLaughlin Run Intermunicipal Trunk Sewer Line. This Resolution may be adopted by a simple motion and roll call vote.

Attachments

1. Resolution No. 1778
2. Exhibit A – Transfer Agreement
3. Exhibit B – Bill of Transfer
4. Exhibit C – Assignment and Assumption Agreement
5. Exhibit D – Right-of-Entry License and Release

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TOWNSHIP OF UPPER ST. CLAIR

RESOLUTION NO. 1778

A RESOLUTION OF THE TOWNSHIP OF UPPER ST. CLAIR, A HOME RULE MUNICIPALITY, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE TRANSFER OF THE MCLAUGHLIN RUN INTERMUNICIPAL TRUNK SEWER LINE AND ASSOCIATED MANHOLES KNOWN AS C-53-10 TO ALCOSAN AND AUTHORIZING THE PROPER OFFICERS OF THE TOWNSHIP TO EXECUTE THE TRANSFER AGREEMENT AND RELATED DOCUMENTS, INSTRUMENTS AND AGREEMENTS TO EFFECTUATE THE TRANSFER.

WHEREAS, The Allegheny County Sanitary Authority (“ALCOSAN”) entered into a Consent Decree (the “Consent Decree”) with the United States Environmental Protection Agency (the “EPA”), the Pennsylvania Department of Environmental Protection (the “DEP”) and the Allegheny County Health Department (the “ACHD”), which was approved by the United States District Court for the Western District of Pennsylvania on January 23, 2008; and

WHEREAS, the Consent Decree requires ALCOSAN to eliminate dry weather discharges and sanitary sewer overflows from its system, reduce combined sewer overflows from its system in accordance with the EPA’s combined sewer overflow policy, and build adequate sewer infrastructure to achieve these goals; and

WHEREAS, ALCOSAN must prepare a regional long-term wet weather control plan (the “Wet Weather Plan”) that identifies remedial controls and activities needed to comply with the Consent Decree requirements; and

WHEREAS, the Township of Upper St. Clair (the “Township”) is a customer of ALCOSAN; and

WHEREAS, the Township entered into a Consent Order (the “Consent Order”) with the ACHD on January 28, 2022 imposing on the Township certain obligations with respect to its sewer system that are consistent with and in furtherance of the purposes of the Wet Weather Plan; and

WHEREAS, the Township and ALCOSAN have had discussions with respect to the Township transferring the McLaughlin Run Intermunicipal Trunk Sewer Line and associated manholes known as C-53-10; and

WHEREAS, the Township negotiated a Transfer Agreement and certain related documents, instruments and agreements specific to the McLaughlin Run Intermunicipal Trunk Sewer Line and associated manholes known as C-53-10 with ALCOSAN. A copy of the Transfer Agreement form is attached as **Exhibit A**, a copy of the Bill of Transfer form is attached as **Exhibit B**, a copy of the Assignment and Assumption Agreement form is attached as **Exhibit C**; and a copy of the Right-of-Entry License and Release form is attached as **Exhibit D**; and

WHEREAS, ALCOSAN is finalizing certain attachments, including maps that will be attached as Exhibit A to the Transfer Agreement (**Exhibit A**) and asset lists that will be attached as Exhibit A to the Bill of Transfer (**Exhibit B**);

WHEREAS, the Board of Commissioners of the Township of Upper St. Clair desire to authorize the execution of the Transfer Agreement, the Bill of Transfer, the Assignment and Assumption Agreement, and the Right-of-Entry License and Release along with any related documents, instruments and agreements when they are finalized and transfer the McLaughlin Run Intermunicipal Trunk Sewer Line and associated manholes known as C-53-10 to ALCOSAN.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Township of Upper St. Clair as follows:

THAT, The statements set forth in the preamble of this of this Resolution are specifically incorporated herein; and

THAT, The Board of Commissioners of the Township hereby authorizes the transfer of the McLaughlin Run Intermunicipal Trunk Sewer Line and associated manholes known as C-53-10 to ALCOSAN; and,

THAT, The President of the Board of Commissioners, Township Manager and the Township Attorney may execute the completed Transfer Agreement, Bill of Transfer, Assignment and Assumption Agreement and Right-of-Entry License on behalf of the Township along with any related documents, instruments and agreements to effectuate this Resolution; and

THAT, The proper officers, officials and agents of the Township are authorized to take any and all appropriate actions to effectuate this Resolution; and

THAT, If any provision of this Resolution shall be determined to be unlawful, invalid, void or unenforceable, then that provision shall be considered severable from the remaining provisions of this Resolution. The remaining provisions of this Resolution shall remain in full force and effect; and

THAT, Any Resolution or Ordinance or part thereof conflicting with the provisions of this Resolution is hereby repealed insofar as the same affects this Resolution; and

THAT, This Resolution shall take effect immediately.

ADOPTED THIS 2ND DAY OF JUNE 2025.

TOWNSHIP OF UPPER ST. CLAIR

By _____
President, Board of Commissioners

ATTEST:

Township Manager/Secretary

TRANSFER AGREEMENT

(Township of Upper St. Clair)

THIS TRANSFER AGREEMENT is made as of _____ (this “Agreement”), by and between the ALLEGHENY COUNTY SANITARY AUTHORITY, a municipal authority organized under the Municipality Authorities Act, as amended, 53 Pa. C.S.A. §§ 5601-5623 (“ALCOSAN”) and the TOWNSHIP OF UPPER ST. CLAIR, a municipality situate in Allegheny County, Pennsylvania (the “Municipality”).

WITNESSETH:

WHEREAS, ALCOSAN provides wastewater treatment services to 83 communities in the Commonwealth of Pennsylvania, including Municipality;

WHEREAS, ALCOSAN entered into a Consent Decree with the United States Environmental Protection Agency, the Pennsylvania Department of Environmental Protection and the Allegheny County Health Department, which was approved by the United States District Court for the Western District of Pennsylvania on January 23, 2008;

WHEREAS, the Consent Decree requires ALCOSAN to eliminate dry weather discharges and sanitary sewer overflows from its system, reduce combined sewer overflows from its system in accordance with the EPA's combined sewer overflow policy, and build adequate sewer infrastructure to achieve these goals;

WHEREAS, ALCOSAN must prepare a regional long-term wet weather control plan (the “Wet Weather Plan”) that identifies remedial controls and activities needed to comply with the Consent Decree requirements;

WHEREAS, Municipality owns certain intermunicipal trunk sewer lines and the associated manholes that connect to such sewer lines (collectively, the “Assets”), all as more particularly described and depicted on **Exhibit A**;

WHEREAS, ALCOSAN entered into a Modified Consent Decree (the “Modified Consent Decree”) with the United States Environmental Protection Agency, the Pennsylvania Department of Environmental Protection and the Allegheny County Health Department, which was lodged with the United States District Court for the Western District of Pennsylvania on September 19, 2019;

WHEREAS, the Modified Consent Decree requires ALCOSAN to undertake good faith efforts to take responsibility for at least 200 miles of intermunicipal sewers and associated facilities by January 31, 2020;

WHEREAS, ALCOSAN and Municipality acknowledge that fulfillment of the Wet Weather Plan can be most efficiently undertaken if the Assets are owned and operated by ALCOSAN; and

WHEREAS, Municipality desires to transfer and ALCOSAN desires to acquire the Assets.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and, intending to be legally bound, the parties hereto covenant and agree as follows:

ARTICLE 1 — DEFINITIONS

1.1. Definitions. Unless otherwise defined in this Agreement or the context otherwise requires, the terms or words defined in this Article and other terms or words defined in this Agreement, whenever used in this Agreement, shall have the meaning specified in this Article for all purposes of the Agreement, applicable to both the singular and plural forms of any of the terms or words defined in this Agreement.

“Access Rights” shall have the meaning set forth in Section 7.2.

“Action” shall mean and include any actual or threatened claim, action, order, consent order, decree or agreement, suit, arbitration, hearing, inquiry, proceeding, complaint, charge or investigation by or before any local, state or federal court, governmental department, commission, board, agency, authority, tribunal or arbitrator and any appeal from any of the foregoing.

“ACHD” shall mean the Allegheny County Health Department.

“Agreement” shall have the meaning set forth in the preamble.

“ALCOSAN” shall have the meaning set forth in the preamble.

“Assets” shall have the meaning set forth in the recitals.

“Assignment and Assumption Agreement” shall have the meaning set forth in Section 5.2.

“Assumed Liabilities” shall have the meaning set forth in Section 2.4.

“Closing” shall have the meaning set forth in Section 5.1.

“Closing Date” shall mean the date first set forth above.

“Consent Decree” shall mean the judicial settlement of that certain Complaint brought by the United States Department of Justice against ALCOSAN in the United States District Court, the Western District of Pennsylvania, which settlement was entered by same court on January 23, 2008, as modified by the Modified Consent Decree and as may be amended from time to time.

“Consent Order” shall mean that certain Consent Order and Agreement by and between Municipality and ACHD, dated as of January 28, 2022.

“CSO Nine Minimum Controls Plan” shall have the meaning set forth in Section 7.3.

“Damages” shall mean any damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees and court costs), deficiencies, claims, awards, judgments, settlements, interest, Actions, penalties, or fines of any kind whatsoever in law or in equity.

“Defect Report” shall mean the report prepared by ALCOSAN and delivered to Municipality that identifies significant defects with respect to the Assets requiring Municipality’s repair and rehabilitation.

“DEP” shall mean the Pennsylvania Department of Environmental Protection.

“Direct Connections” shall mean any service lateral from a residential or commercial building that connects directly to the Transferred Assets.

“EPA” shall mean the United States Environmental Protection Agency.

“Excluded Assets” shall have the meaning set forth in Section 2.2.

“Governmental Authority” shall mean any federal, state, local, foreign, or other court, board, body, commission, agency, authority or instrumentality, arbitral authority, self-regulatory authority, mediator or tribunal, including regulatory authorities and taxing authorities.

“Illegal Connections” shall mean a Direct Connection to the Transferred Assets, other than a sanitary sewer service lateral that constitutes an Unauthorized Connection, that (i) is made without required approval from ACHD or DEP, as applicable or (ii) is prohibited by law, such as any Direct Connection that conveys basement seepage, groundwater, stormwater, or surface water, including sump pump drainage, downspout drainage, foundation drainage, roof drainage, and driveway drainage into a separate sanitary sewer line. Illegal Connections as used in this Agreement does not include connections by a Governmental Authority over which Municipality did not have control or authority including any connections made by the Pennsylvania Department of Transportation, Pennsylvania Turnpike Commission, Allegheny County, or municipal authorities not under the direct control of Municipality. Such connections over which Municipality did not have control that are within Municipality’s Knowledge are identified on **Schedule 1.1.1.**

“Known Title Defects” shall have the meaning set forth in Section 3.4.

“Laws” shall mean and include any and all federal, state and local laws, rules, codes, ordinances, regulations, circulars, orders of any court, governmental entities, bodies, authorities or agencies.

“Licenses and Permits” shall mean all licenses, permits, franchises, authorizations, certificates, registrations, consents, orders, variances, waivers and approvals issued or granted by Governmental Authorities to Municipality, or pursuant to which Municipality operates, that relate specifically to the operation of the Assets.

“Liens” shall mean and include any and all types or kinds of liens, charges, claims, encumbrances, adverse claims, security interests upon property or claims or demands of any kind whatsoever, arising, in any manner, from or relating to this Agreement, the Transferred Assets or

any work, project, services or activities performed under or in connection with the Transferred Assets or related agreements.

“Modified Consent Decree” shall have the meaning set forth in the preamble.

“Municipal Feasibility Study” shall mean that certain Feasibility Study Report of Municipality, as submitted to applicable Regulatory Agencies on July 1, 2013, as amended from time to time.

“Municipality” shall have the meaning set forth in the preamble.

“Municipality’s Knowledge” shall mean the knowledge and belief of the management level employees and technical professionals acting as agents of Municipality, each exercising due and reasonable care, with the understanding that such persons have examined such sources of information within Municipality’s possession, custody and control and made such additional investigation as is reasonable under the circumstances in order to verify the truth and accuracy of such representations and warranties.

“Non-Public Title Defects” shall mean all Title Defects other than Public Title Defects.

“Operation and Maintenance Plan” shall have the meaning set forth in Section 7.3.

“Permitted Encumbrance” shall mean, with respect to the Transferred Assets: (i) any Lien, that is being contested, or being caused to be contested, by Municipality as identified in **Schedule 1.1.2**, provided the same shall remain Retained Liabilities; (ii) any inchoate materialmen's, mechanics', workmen's, repairmen's, employees', carriers', warehousemen's or other like encumbrances arising in the ordinary course of business of the Transferred Assets, provided the same shall remain Retained Liabilities; (iii) any easement, covenant, condition, right-of-way, servitude, encroachment, reservation or any zoning, building, environmental, health or safety law relating to the development, use or operation of the Transferred Assets (or other similar reservation, right and restriction), or other defects and irregularities in the title to the Transferred Assets that do not materially interfere with the operation, maintenance or repair of the Transferred Assets or the rights and benefits of ALCOSAN under this Agreement or materially impair the value of the Transferred Assets; (iv) the Reserved Powers; (v) any right reserved to or vested in any Governmental Authority (other than Municipality) by any statutory provision or under common law; (vi) any other Lien expressly permitted hereunder; and (vii) any grants or leases of oil, gas, coal or mining interests.

“Person” shall mean a natural person, corporation, municipality, governmental entity or authority, general or limited partnership, limited liability company, joint venture, trust, estate, association or any other legal entity or organization.

“Post-Closing Repair and Reimbursement Agreement” shall have the meaning set forth in Section 3.9.

“Public Title Defects” shall mean all Title Defects relating to (i) any Assets located in the right of way of a state road where access requires a highway occupancy permit from the Pennsylvania Department of Transportation or Pennsylvania Turnpike Commission and no such

permit has been granted, (ii) any Assets located in the right of way of an Allegheny County road where access requires a highway occupancy permit from the Allegheny County Department of Public Works and no such permit has been granted, (iii) any Assets located in or under "Waters of the Commonwealth," as defined in the Pennsylvania Clean Streams Law, where access requires a permit or other authorization from DEP and no such permit has been granted, or (iv) any Assets located within the right of way of a railroad where access requires a license, consent or other authorization from the applicable railroad and no such license, consent or other authorization has been granted.

"Regulatory Agencies" shall mean EPA, DEP and ACHD.

"Released Claims" shall have the meaning set forth in Section 8.11.

"Released Parties" shall have the meaning set forth in Section 8.11.

"Releasing Parties" shall have the meaning set forth in Section 8.11.

"Repair Plan" shall mean, as applicable, any plan for repair and rehabilitation of the Assets prepared by Municipality and delivered to ALCOSAN in response to the Defect Report.

"Required Consents" shall have the meaning set forth in Section 3.3.

"Reserved Powers" shall mean any powers reserved by Municipality herein or required by Law to be vested in Municipality with respect to the Assets.

"Retained Liabilities" shall mean all liabilities other than the Assumed Liabilities and shall include all liabilities of Municipality relating to or, in any manner, arising from Municipality's ownership or operation of the Assets on or prior to the Closing Date including: (i) all liabilities arising out of or relating to services, work or projects performed by or on behalf of Municipality; (ii) all debts, covenants, liabilities and obligations for the payment of sums to bondholders or creditors in connection with general obligation bonds, loans, or other instruments; (iii) all liabilities to any employee of Municipality under any contracts, agreements or plans or benefits or relating to payroll, vacation, sick leave, severance, termination, retention, worker's compensation, unemployment benefits, pension benefits, health care plans or benefits or any other employee plans or benefits of any kind for Municipality's employees or former employees or both; (iv) all liabilities arising out of or relating to any contracts made or services, work, projects, supplies or materials provided by or on behalf of Municipality; (v) all liabilities arising out of or connected with any breach or alleged breach of or in connection with contracts made by or on behalf of Municipality regarding or relating to the Assets or violation of any applicable Laws by Municipality; (vi) any and all liabilities for any Actions, Liens, claims, suits or demands of any kind asserted, brought or filed by any person arising out of or connected with any negligence of Municipality or Municipality's operation of the Transferred Assets; (vii) any liability arising out of Illegal Connections, including removal of such Illegal Connections; (viii) any liability arising out of Unauthorized Connections, including either removal of such Unauthorized Connections or obtaining required authorizations for such Unauthorized Connections; and (ix) any liability arising out of Direct Connections, including liability to property owners for sewer backups; provided, however, that any liability arising out of Direct

Connections (other than Illegal Connections and/or Unauthorized Connections) arising primarily out of ALCOSAN's negligent acts or omissions shall not constitute Retained Liabilities.

The Retained Liabilities referenced herein shall be subject to the time periods set forth in Section 8.10 of this Agreement.

"Right-of-Entry License" shall have the meaning set forth in Section 7.2.

"Title Defects" shall mean (a) any Assets that are not located within the boundary lines of (i) real property owned by Municipality, or (ii) real property interests granted to Municipality by third-parties, including easements, rights-of-way, access agreements, licenses and permits, and (b) any Assets as to which Municipality does not have the right to access from a public right-of-way for the purposes of inspection, maintenance, repair and replacement. Title Defects shall include all Known Title Defects.

"Transaction Documents" shall have the meaning set forth in Section 5.2.

"Transferred Assets" shall have the meaning set forth in Section 2.1.

"Unauthorized Connection" shall mean a Direct Connection to the Transferred Assets made without required approval from Municipality, ACHD or DEP, as applicable, that carries only sanitary sewage and no other substance or material.

"Wet Weather Plan" shall have the meaning set forth in the recitals.

1.2 The word "include" shall mean "include, without limitation," and the word "including" shall mean "including, but not limited to."

1.3 The words "and" or "or" shall mean and include both the conjunctive and the disjunctive whenever necessary or advisable to give the provision its intended meaning and effect.

ARTICLE 2 — TRANSFER OF ASSETS

2.1 Transfer of Assets. On the Closing Date, Municipality will transfer, convey, assign and deliver to ALCOSAN all of Municipality's rights, title and interest in the following (the "Transferred Assets"):

(a) the Assets, subject to the Permitted Encumbrances;

(b) to the extent legally permissible (subject to Municipality using commercially reasonable efforts to render such transfer, conveyance, assignment and delivery legally permissible, including without limitation and as applicable, obtaining approval of the Allegheny County Orphans' Court and/or any other required consent), all real property interests of Municipality primarily used or necessary in the operation of the Assets, including (i) the granting of easements with respect to such real property interests held by Municipality in fee, and (ii) the transfer or assignment of such real property interests granted to Municipality by third-parties, including all easements, rights-of-way, access agreements, licenses and permits identified on Schedule 2.1(b);

(c) to the extent legally permissible, all Licenses and Permits owned, held, possessed or entitled in the name of Municipality, or in which Municipality has rights;

(d) copies of all files, information, books, blueprints, maps, diagrams, ledgers, surveys, reports, instruments, real estate records, engineering information, inspection records, books of account and other management documents, resolutions, rules and regulations, and all other records relating to the Assets, as listed on **Schedule 2.1(d)**; and

(e) all assignable warranties, indemnities and guarantees, if any, related to or necessary for the operation of the Assets, including those warranties, indemnities and guarantees identified on **Schedule 2.1(e)**.

2.2 **Excluded Assets.** Notwithstanding any other provision hereof, the Transferred Assets do not include any assets listed on **Schedule 2.2** (the “Excluded Assets”).

2.3 **Consideration.** The consideration for the transfer of the Transferred Assets from Municipality to ALCOSAN shall be the assumption of the Assumed Liabilities, the execution and delivery of the other Transaction Documents and the performance of the obligations set forth in this Agreement. The parties acknowledge and agree that the consideration provided for in this Agreement represents fair consideration and reasonable equivalent value for the transfer of the Transferred Assets and the transactions, covenants and agreements set forth in this Agreement, which consideration was agreed upon as the result of arm's length good faith negotiations between the parties and their respective representatives.

2.4 **Assumed Liabilities.** Subject to Section 2.5 and all other terms and conditions in this Agreement, ALCOSAN shall assume, implement, perform and discharge only those duties, liabilities, obligations, and responsibilities (collectively, the “Assumed Liabilities”) of Municipality as they pertain exclusively to the Transferred Assets arising after the Closing Date, including (in each case only to the extent arising after the Closing Date):

(a) all work relating to the operation, inspection, maintenance/repair and replacement of the Transferred Assets, other than work described in Section 3.8 and Section 3.9 hereof; (b) all measures relating to the future upgrade of the Transferred Assets in the Municipal Feasibility Study, subject to and in accordance with the Modified Consent Decree; and (c) all work relating to the design, installation, operation, inspection and maintenance/repair of any project proposed in the Municipal Feasibility Study for new or upgraded facilities specified to address performance or capacity issues relating to the Transferred Assets that has been approved by the Regulatory Agencies in a legally binding document, including a consent order if necessary; provided, however, that if ALCOSAN obtains approval from the Regulatory Agencies to eliminate the proposed project or defer or implement a modification of the originally proposed project, then ALCOSAN shall not be required to complete such project or shall complete such project as modified. Municipality acknowledges and agrees that following the transfer, ALCOSAN may negotiate with the Regulatory Agencies, for the purpose of complying with its Modified Consent Decree obligations in a cost effective manner and realizing the benefits of regionalization, any project or projects, including the scope and schedule thereof, originally proposed in the Municipal Feasibility Study that relate directly or exclusively to the Transferred Assets, which may result in the elimination, deferral, or modification of the project or projects

proposed in the Municipal Feasibility Study. For the avoidance of doubt, this Section 2.4 is not intended to expand any obligations of Municipality under the Municipal Feasibility Study.

2.5 Retained Liabilities. Municipality shall retain, remain and be solely responsible for the timely and complete payment, performance and discharge of all of the Retained Liabilities.

ARTICLE 3 — REPRESENTATIONS AND WARRANTIES BY MUNICIPALITY

Municipality hereby represents and warrants to ALCOSAN, as of the Closing Date, as follows:

3.1 Authorization. Municipality has full power and authority to make, execute, deliver and perform the Transaction Documents.

3.2 Execution. This Agreement has been, and on the Closing Date the other Transaction Documents will be, duly and validly executed and delivered by Municipality and have been or shall be duly authorized by all necessary or advisable governmental and other action all as required by applicable Laws and constitutes (or upon such execution and delivery will constitute) legal, valid and binding obligations of Municipality enforceable against Municipality in accordance with all of the terms and provisions in this Agreement.

3.3 No Conflicts. Other than those consents identified on Schedule 3.3 (the “Required Consents”), the execution, delivery and performance of this Agreement by Municipality and the consummation by Municipality of the transactions contemplated in this Agreement will not: (a) breach or result in a default (or an event which, with the giving of notice or the passage of time, or both, would constitute a default) or otherwise give any person a basis for accelerated or increased rights or termination or nonperformance under any agreements by which Municipality or the Transferred Assets are bound; (b) result in the violation of any provision of applicable Laws or any of the Licenses and Permits; or (c) result in the creation or imposition of any Liens upon any Transferred Assets.

3.4 Title to Property; Encumbrances. Excepting Permitted Encumbrances, to Municipality’s Knowledge, Municipality has valid and marketable title to the Transferred Assets free and clear of all Liens and other encumbrances. Except as set forth on Schedule 3.4 (the “Known Title Defects”), to Municipality’s Knowledge, there are no Title Defects.

3.5 Litigation. Other than as listed on Schedule 3.5, there is no suit, Action, arbitration, claim, proceeding or investigation pending or threatened against Municipality or any of the Transferred Assets, and there are no facts or circumstances which could reasonably form the basis of any such suit, Action, arbitration, claim, proceeding or investigation.

3.6 Licenses and Permits. Schedule 3.6 contains a complete and correct list of all Licenses and Permits, all of which have been duly issued and are valid and in good standing with no unsatisfied condition or qualification. Municipality is in compliance with the terms and conditions of, and has performed all obligations under, all such Licenses and Permits. Municipality has not received any notice of non-renewal of any such Licenses and Permits.

3.7 Compliance with Laws. Except as identified in the Consent Order or on Schedule 3.7,

the Transferred Assets and Municipality's past and present operation thereof are in compliance with all applicable Laws.

3.8 Inspection; Maintenance/Repair and Source Reduction. Municipality has (a) completed, to ALCOSAN's satisfaction, the inspection and maintenance/repairs with respect to the program as required by the Consent Order; and (b) implemented, as applicable, the CSO Nine Minimum Controls Plan and the Operation and Maintenance Plan with respect to the Assets.

3.9 Repair of Significant Defects. Municipality has completed, to ALCOSAN's satisfaction and in accordance with any applicable Repair Plan, the repair and rehabilitation of items identified as significant defects in the Defect Report attached hereto as Exhibit B, except those items as to which Municipality has entered into a Post-Closing Repair and Reimbursement Agreement as of the date hereof (the "Post-Closing Repair and Reimbursement Agreement"), pursuant to which ALCOSAN has agreed to complete such repair and rehabilitation on behalf of Municipality, and Municipality has agreed to reimburse ALCOSAN for the agreed upon costs thereof, in accordance with the terms and conditions of the Post-Closing Repair and Reimbursement Agreement.

3.10 AS-IS WHERE-IS. Except for Title Defects and as otherwise set forth in this Agreement, the parties agree that Municipality is conveying the Transferred Assets to ALCOSAN in an "as-is, where-is" condition. Except as set forth in this Agreement, neither Municipality nor anyone acting on behalf of Municipality has made any representation or warranty, express or implied, to ALCOSAN with respect to Municipality or the Assets.

ARTICLE 4 — REPRESENTATIONS AND WARRANTIES OF ALCOSAN

ALCOSAN hereby represents and warrants to Municipality, as of the Closing Date, as follows:

4.1 Authorization. ALCOSAN has full power and authority to make, execute, deliver and perform the Transaction Documents.

4.2 Execution. This Agreement has been, and on the Closing Date the other Transaction Documents will be, duly and validly executed and delivered by ALCOSAN and have been or shall be duly authorized by all necessary or advisable governmental and other action all as required by applicable Laws and constitutes (or upon such execution and delivery will constitute) legal, valid and binding obligations of ALCOSAN enforceable against ALCOSAN in accordance with all of the terms and provisions in this Agreement.

4.3 No Conflicts. The execution, delivery and performance of this Agreement by ALCOSAN and the consummation by ALCOSAN of the transactions contemplated in this Agreement will not: (a) breach or result in a default (or an event which, with the giving of notice or the passage of time, or both, would constitute a default) or otherwise give any person a basis for accelerated or increased rights or termination or nonperformance under any agreement by which ALCOSAN is bound or (b) result in the violation of any provision of applicable Laws.

4.4 No Other Representations. Except for the representations and warranties made in this Article 4, Municipality understands and agrees that neither ALCOSAN nor anyone acting on its

behalf makes any express or implied representations or warranties with respect to the transactions contemplated by this Agreement.

ARTICLE 5 — CLOSING DELIVERABLES

5.1 Closing. The closing of the transactions contemplated by this Agreement (the “Closing”) will take place on the Closing Date at such place as the parties may mutually agree.

5.2 Closing Date Deliverables of Municipality. On the Closing Date, Municipality shall have executed and delivered to ALCOSAN the following documents and instruments, in form and substance reasonably satisfactory to ALCOSAN and its counsel, as are necessary or desirable in order to consummate the transactions contemplated hereby, each dated as of the Closing Date (together with this Agreement, the “Transaction Documents”):

- (a) a Bill of Transfer in substantially the form of **Exhibit C**;
- (b) an Assignment and Assumption Agreement in substantially the form of **Exhibit D** (the “Assignment and Assumption Agreement”);
- (c) any deeds, easements, rights-of-way, assignments, and licenses of all real property interests of Municipality that are part of the Transferred Assets in recordable form, together with and including the Right-of-Entry License in substantially the form of **Exhibit E**; and
- (d) as applicable, the Post-Closing Repair and Reimbursement Agreement in substantially the form of **Exhibit F**.

5.3 Consents and Approvals. Municipality shall have delivered to ALCOSAN each Required Consent as of the Closing Date, except as may otherwise be provided in the Assignment and Assumption Agreement.

5.4 Closing Date Deliverables of ALCOSAN. ALCOSAN and any other parties thereto (other than Municipality) shall have executed and delivered to Municipality the following documents and instruments, in form and substance reasonably satisfactory to Municipality and its counsel, as are necessary or desirable in order to consummate the transactions contemplated hereby, each dated as of the Closing Date:

- (a) the Assignment and Assumption Agreement;
- (b) any deeds, easements, rights-of-way, assignments, and licenses of all real property interests that are part of the Transferred Assets in recordable form, together with and including the Right-of-Entry License; and
- (c) as applicable, the Post-Closing Repair and Reimbursement Agreement.

5.5 Issuance or Transfer of Permits by Regulatory Agencies. ALCOSAN shall have received from the Regulatory Agencies approval of all required WQM II Permits and NPDES Permits, as applicable, or the transfer of same by Municipality.

ARTICLE 6 — INDEMNIFICATION AND RELEASE

6.1 Indemnification.

(a) ALCOSAN Indemnification of Municipality. From and after the Closing Date, ALCOSAN shall release, defend, indemnify and hold Municipality harmless from and against any and all Damages arising out of or relating to (i) the Assumed Liabilities, (ii) the failure by ALCOSAN to perform or observe any agreement or condition to be performed or observed by ALCOSAN pursuant to this Agreement, and (iii) any misrepresentation or breach of warranty under Article 4.

(b) Municipality Indemnification of ALCOSAN. From and after the Closing Date (subject to the last sentence of Section 8.9 and Section 8.10), Municipality shall release, defend, indemnify and hold ALCOSAN harmless from and against any and all Damages arising out of or relating to (i) the Retained Liabilities, (ii) the Excluded Assets, (iii) the failure by Municipality to perform or observe any agreement or condition to be performed or observed by Municipality pursuant to this Agreement, (iv) any misrepresentation or breach of warranty under Article 3, (v) the Non-Public Title Defects, and (vi) the Public Title Defects. Notwithstanding the foregoing, Municipality shall not be obligated to indemnify ALCOSAN pursuant to Section 6.1(b)(vi) for permit fees or other fees charged by a Governmental Authority or railroad in the ordinary course of operation and maintenance of the Transferred Assets subject to a Public Title Defect except to the extent such Damages arose because the Transferred Assets were improperly located within the subject real property without the right to do so.

(c) Indemnification Procedure. In the event of a claim for Damages pursuant to this Article 6, the parties shall follow the procedures set forth in **Exhibit G** attached hereto and incorporated herein by this reference.

ARTICLE 7 — COVENANTS

7.1 Responsibility for Closing Costs.

(a) In connection with the conveyance of the Transferred Assets to ALCOSAN, ALCOSAN shall pay or cause to be paid (i) counsel fees of ALCOSAN and any other consultants, brokers, or other advisors retained by ALCOSAN, (ii) the cost of any due diligence investigations performed by ALCOSAN with respect to the Assets, (iii) all survey costs, (iv) all costs of recordation in connection with the deeds/recordable instruments except those required to clear title to the Assets, (v) fifty percent (50%) of all realty transfer tax, if any, in connection with the deeds/recordable instruments (except with respect to those required to clear title as to which ALCOSAN shall have no responsibility to pay any applicable transfer tax), and (vi) all other costs and expenses of ALCOSAN in connection with the transactions contemplated by this Agreement.

(b) In connection with the conveyance of the Transferred Assets to ALCOSAN, Municipality shall pay or cause to be paid (i) counsel fees of Municipality and any other consultants, brokers, or other advisors working with or providing assistance to Municipality, (ii) the costs of all application, review and other fees required by third-parties (including any Governmental Authority) in connection with obtaining the Required Consents and any other

approvals to transfer, convey, assign and deliver the Transferred Assets to ALCOSAN, (iii) all costs of preparation of the deeds/recordable instruments, (iv) all costs of recordation in connection with deeds/recordable instruments required to clear title to the Assets, (v) fifty percent (50%) of all realty transfer tax, if any, in connection with the deeds/recordable instruments (except with respect to those required to clear title as to which Municipality shall pay one hundred percent (100%) of any applicable transfer tax), and (vi) all other costs and expenses of Municipality in connection with the transactions contemplated by this Agreement.

7.2 Access Rights. Pursuant to the Right-of-Entry License and Release entered into between Municipality and ALCOSAN as of the date hereof (the “Right-of-Entry License”), ALCOSAN shall be permitted to access, maintain, repair or replace any of the Transferred Assets located within property or rights-of-way owned or controlled by Municipality, and Municipality shall waive and otherwise not charge ALCOSAN any permit or other fees relating to such access, maintenance, repair and replacement; provided, however, in the event ALCOSAN damages the property owned or benefiting Municipality, ALCOSAN shall be responsible for the repair of same in accordance with the terms and conditions of the Right-of-Entry License.

7.3 Minimum Controls. From and after the Closing, Municipality shall comply with, as applicable to Municipality, the CSO Nine Minimum Controls Plan submitted to DEP (the “CSO Nine Minimum Controls Plan”) and the Operation and Maintenance Plan submitted to the ACHD (the “Operation and Maintenance Plan”) with respect to the Excluded Assets, the Retained Liabilities and any other portion of its sewer system not conveyed to ALCOSAN hereunder.

7.4 Permit Transfer. Municipality and ALCOSAN acknowledge and agree that Municipality and ALCOSAN shall cooperate to apply for and pursue (a) the transfer of the Permits from the Regulatory Agencies referenced in Section 5.5 from Municipality to ALCOSAN, (b) the transfer of such other Licenses and Permits from Municipality to ALCOSAN for which Required Consents must be obtained, and (c) the re-issuance or issuance of such Licenses and Permits to ALCOSAN as may otherwise be required to effectuate the purposes of this Transfer Agreement. In furtherance of such cooperation and to the extent legally permissible, Municipality shall execute all documents required by all applicable Regulatory Agencies, Governmental Authorities, and other third-parties to effect the appointment of ALCOSAN as operator under such Licenses and Permits and shall authorize ALCOSAN to commence operations as operator under such Licenses and Permits, and ALCOSAN acknowledges and agrees that it shall indemnify Municipality from and against all Damages incurred or suffered as a result of ALCOSAN’s acts or omissions under or with respect to such Licenses and Permits; provided, however, that such indemnification shall apply only if Municipality provided a copy of such Licenses and Permits to ALCOSAN or otherwise provided written notice to ALCOSAN of all of Municipality’s obligations thereunder prior to the Closing Date.

7.5 Future Development. From and after the Closing, Municipality shall not object to future development in other municipalities, provided that such future development is supported by a final and non-appealable DEP-approved Act 537 plan/study or an amendment to an existing Act 537 plan/study and related Chapter 94 planning modules (or such other comparable DEP approvals under then applicable Laws), based solely upon existing or projected additional sewage flows through sewer lines located within Municipality unless such projected flows shall

adversely affect Municipality's compliance with Laws or its obligations under a consent order or legally enforceable obligation.

7.6 Direct Connections. From and after the Closing, Municipality acknowledges and agrees that ALCOSAN will not be required to permit any Direct Connections. In the event that any owner of property located in Municipality desires to connect to any Transferred Asset, ALCOSAN shall have the right to review any such proposed connection in advance and either approve or disapprove the proposed connection. If such proposed connection is approved by ALCOSAN, such connection shall not be a Direct Connection to the Transferred Asset but shall be a connection to a stub connection line between the Transferred Asset and the property owner's service lateral, which stub connection line shall be owned by Municipality and shall be equal to, as measured from the point of connection with the Transferred Asset, the first ten feet (10') in length of such lateral line or such greater or lesser portion as shall be approved by ALCOSAN. Any approved connection must be in accordance with ALCOSAN specifications, and ALCOSAN shall charge Municipality a fee to cover the reasonable cost of the review and approval process, which fee may be paid by Municipality or the property owner, as applicable.

7.7 Grant of Easement or Right-of-Way. Municipality acknowledges and agrees that the Modified Consent Decree contemplates that ALCOSAN will assume responsibility for certain future sewer improvements, including without limitation future wet weather compliance facilities, many of which would otherwise be the obligation of Municipality, and that such improvements and facilities will require Municipality to grant to ALCOSAN certain temporary and/or permanent easements or rights-of-way on property owned or controlled by Municipality. From and after the Closing, Municipality covenants and agrees to grant to ALCOSAN such temporary and/or permanent easements or rights-of-way to the extent reasonably required by ALCOSAN in connection with any such improvements and facilities, located within public rights-of-way or otherwise on property owned or controlled by Municipality, subject to the following: (a) ALCOSAN will endeavor to use existing easements and rights-of-way for such improvements and facilities to the extent reasonably practicable and feasible, (b) ALCOSAN will endeavor to keep such improvements and facilities underground, to the extent reasonably practicable and feasible, (c) with respect to such improvements and facilities as to which underground locations are not reasonably practicable or feasible and which therefore require permanent above-ground locations, ALCOSAN and Municipality will cooperate in good faith to agree upon locations that permit the optimal functioning of such improvements and facilities while, to the extent reasonably practicable and feasible, preserving the essential character of the public space, and (d) any such grant by Municipality to ALCOSAN will be at no cost to ALCOSAN.

7.8 Stream Removal. To the extent (a) ALCOSAN undertakes any stream removal projects within Municipality to meet obligations under the Modified Consent Decree and/or (b) the proposed stream removal project contributes to Municipality's specific obligations for source reduction under a Consent Order requirement, then Municipality agrees to reasonably cooperate with ALCOSAN in connection with, and participate in, such stream removal projects. Said cooperation and participation shall be in good faith, with the specific terms and estimated costs to be agreed upon in advance; provided Municipality's share shall not exceed twenty percent (20%) of the project costs. The parties will reasonably cooperate to seek third-party funding sources such as grants and low-interest loans to apply towards the costs of such stream removal

projects.

7.9 Manholes and CCTV. Municipality shall locate and allow ALCOSAN to inspect any manholes that were not located and inspected during ALCOSAN's initial inspection, and ALCOSAN shall repair such manholes, as needed. Municipality shall clean, CCTV, and inspect any pipe segments that were not cleaned, CCTV-ed, and inspected during ALCOSAN's initial inspection, and Municipality shall repair such pipe segments, as needed. ALCOSAN will not accept any pipe segments that have not been cleaned, CCTV-ed, and inspected prior to transfer.

ARTICLE 8 — MISCELLANEOUS

8.1 Notices. Any notice required or desired to be given to a person under the provisions in this Agreement shall be in writing and either personally delivered or delivered by sending the notice by certified mail, return receipt requested, postage prepaid, or a reliable and reputable overnight courier service, charges prepaid, to the address set forth below. Notice pursuant to this paragraph shall be conclusively deemed to have been given to the person entitled thereto, upon the earlier of actual receipt or the second business day after deposit in the United States mail or the next business day after timely deposit with an overnight courier service for delivery to that person.

Notices are to be addressed as follows:

To ALCOSAN:

ALCOSAN
3300 Preble Avenue
Pittsburgh, PA 15233
Attention: Executive Director

With a copy to:

ALCOSAN
3300 Preble Avenue
Pittsburgh, PA 15233
Attention: Director of Regional Conveyance

To Municipality:

Township of Upper St. Clair
1820 McLaughlin Run Road
Upper St. Clair, PA 15241
Attention: Township Manager

With a copy to:

Township of Upper St. Clair
1820 McLaughlin Run Road
Upper St. Clair, PA 15241
Attention: President, Board of Commissioners

Whenever any notice or other communication is required to be given pursuant to the provisions of this Agreement, a waiver thereof, in writing, signed by the person entitled to such notice, whether before or after the time stated therein, shall be deemed to be delivery of notice for the purposes of this Agreement.

8.2 Effect of Waiver or Consent. No course of dealing, custom or conduct nor any delay or failure on the part of Municipality or ALCOSAN to exercise any right, power or remedy shall be or be deemed a waiver or release of such right, power or remedy or otherwise prejudice or impair the rights, powers, benefits or remedies of Municipality or ALCOSAN. No waiver or release by Municipality or ALCOSAN shall be valid or binding unless given in a writing signed by

Municipality or ALCOSAN to be charged with the waiver or release. A waiver or consent, express or implied, to or of any breach or default by any party in the performance by that party of any of its/his duties or obligations with respect to this Agreement is not a consent or waiver to or of any other breach or default in the performance by that party or any other party of the same or any other duties or obligations of that party or any other party with respect to this Agreement. Failure on the part of a party to declare any party in default or breach with respect to this Agreement, irrespective of how long that failure continues, does not constitute a waiver or release by that party of its rights with respect to that default or breach until the period of the applicable statute of limitations has expired.

8.3 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. If executed in multiple counterparts, this Agreement shall become binding when any counterpart or counterparts, individually or taken together, bear the signatures of all of the parties. This Agreement, to the extent signed and delivered by means of facsimile machine or other electronic transmission (including .pdf), shall be treated in all manner and respects and for all purposes as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. Neither party shall raise the use of facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement was transmitted or communicated through the use of facsimile machine or other electronic transmission as a defense to the formation or enforceability of the Agreement and each party forever waives any such defense.

8.4 Amendments and Binding Effect. All amendments to this Agreement must be in writing, signed by Municipality and ALCOSAN and shall take effect immediately. Oral agreements to amend or change this Agreement, or any part thereof, shall not be valid or binding and Municipality and ALCOSAN, for themselves and their successors, fully and forever waive and release any and all rights to make, assert or claim that this Agreement has been amended by an oral agreement. This Agreement and all provisions herein shall be binding upon and inure to the benefit of Municipality and ALCOSAN and their respective successors; provided that neither party may assign or transfer any of its rights or interests under this Agreement without first obtaining the prior written consent of the other party which consent will not be unreasonably withheld, delayed or conditioned.

8.5 Governing Law. This Agreement and the rights and duties of Municipality and ALCOSAN shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

8.6 Severability. If any provision in this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable to any extent as to any person or circumstance under any present or future Laws, such findings shall not render that provision invalid or unenforceable as to any other persons or circumstances.

8.7 Interpretation and Construction. In no event shall any construction, interpretation, enforcement, presumption or inference, in favor of or against Municipality, ALCOSAN or any person be made as a consequence of the identity of the draftsman of this Agreement.

Municipality and ALCOSAN covenant and agree that this Agreement shall be construed and interpreted in a neutral manner and in interpreting this Agreement, there shall be no presumption or inference, by operation of law or otherwise, that any provision or part of this Agreement shall be more strictly construed against any person for any reason whatsoever. In interpreting this Agreement, the use of any gender shall include all genders; the singular shall include the plural and the plural the singular and words used in the past or present tense shall include the future whenever necessary or advisable to produce the intended meaning or effect unless the application of the foregoing would result in a construction inconsistent with the manifest intent or objectives of the Agreement. All references to annexes, schedules or exhibits are to annexes, schedules or exhibits attached hereto, each of which is incorporated herein and made a part hereof for all purposes. The paragraph headings in this Agreement are for convenience only; they do not form a part of this Agreement and shall not affect or be used in its construction or interpretation. The provisions in this Agreement, in all circumstances, shall always control and supersede any course of conduct, dealing, performance, custom or usage inconsistent or in conflict with any of the provisions in this Agreement.

8.8 Further Actions. Municipality and ALCOSAN agree that each party shall cooperate fully and act in good faith with the other party and shall comply fully with all provisions and applicable Laws relating to the preparation and maintenance of complete and accurate records. If, at any time after the Closing Date, any further action is necessary or desirable to carry out the intent or any of the purposes or objectives of this Agreement, including the issuance, transfer or amendment of WQM II or NPDES permits, Municipality and ALCOSAN shall take or cause to be taken all such necessary, advisable or convenient action and execute, acknowledge, deliver and file all necessary, desirable or convenient documentation. Municipality and ALCOSAN further agree to participate in collaborative discussions to establish and implement flow reduction measures, including flow targets, which are mutually acceptable.

8.9 Survival. All representations, warranties, covenants and agreements of the parties contained in this Agreement and in any other agreements, documents or certificates executed or delivered by the parties pursuant to this Agreement, including the Transaction Documents, or in connection with the transactions contemplated by this Agreement will survive the execution, delivery and performance of this Agreement and the Closing. Notwithstanding the foregoing, in the absence of fraud, willful misconduct, or gross negligence of Municipality (and provided a claim has not been made with respect to such indemnification obligations under Section 6.1(c)), Municipality's indemnification obligations under Section 6.1(b)(iv) (relating to representations and warranties), Section 6.1(b)(v) (relating to Non-Public Title Defects), and Section 6.1(b)(vi) (relating to Public Title Defects) shall expire twelve (12) years following the Closing Date.

8.10 Expiration of Retained Liabilities. In the absence of fraud, willful misconduct, or gross negligence of Municipality (and provided a claim has not been made with respect to such Retained Liabilities under Section 6.1(c)), the following Retained Liabilities, as defined in Section 1.1, shall expire and cease to be Retained Liabilities, as set forth below:

- (i) "all liabilities arising out of or relating to services, work or projects performed by or on behalf of Municipality" shall expire and cease to be Retained Liabilities twelve (12) years following the Closing Date;

(ii) “all debts, covenants, liabilities and obligations for the payment of sums to bondholders or creditors in connection with general obligation bonds, loans, or other instruments” shall not expire;

(iii) “all liabilities to any employee of Municipality under any contracts, agreements or plans or benefits or relating to payroll, vacation, sick leave, severance, termination, retention, worker's compensation, unemployment benefits, pension benefits, health care plans or benefits or any other employee plans or benefits of any kind for Municipality's employees or former employees or both” shall not expire;

(iv) “all liabilities arising out of or relating to any contracts made or services, work, projects, supplies or materials provided by or on behalf of Municipality” shall expire and cease to be Retained Liabilities twelve (12) years following the Closing Date;

(v) “all liabilities arising out of or connected with any breach or alleged breach of or in connection with contracts made by or on behalf of Municipality regarding or relating to the Assets or violation of any applicable Laws by Municipality” shall expire and cease to be Retained Liabilities twelve (12) years following the Closing Date;

(vi) “any and all liabilities for any Actions, Liens, claims, suits or demands of any kind asserted, brought or filed by any person arising out of or connected with any negligence of Municipality or Municipality's operation of the Transferred Assets” shall expire and cease to be Retained Liabilities twelve (12) years following the Closing Date;

(vii) “any liability arising out of Illegal Connections, including removal of such Illegal Connections” shall expire and cease to be Retained Liabilities twelve (12) years following the Closing Date, provided that Municipality shall reasonably cooperate with ALCOSAN to remove any such Illegal Connections if so requested;

(viii) “any liability arising out of Unauthorized Connections, including either removal of such Unauthorized Connections or obtaining required authorizations for such Unauthorized Connections” shall expire and cease to be Retained Liabilities twelve (12) years following the Closing Date, provided that Municipality shall reasonably cooperate with ALCOSAN to remove any such Unauthorized Connections if so requested;

(ix) “any liability arising out of Direct Connections, including liability to property owners for sewer backups” shall expire and cease to be Retained Liabilities twelve (12) years following the Closing Date, provided that Municipality shall reasonably cooperate with ALCOSAN to remove any such Direct Connections if so requested.

8.11 Release. Municipality, and anyone claiming by, under or through it (collectively, the “Releasing Parties”), hereby absolutely, unconditionally and irrevocably releases and forever discharges ALCOSAN, and its past, present or future directors, officers, managers, employees, agents, attorneys, financial and other advisors and representatives (collectively, the “Released Parties”) from and absolutely, unconditionally and irrevocably forever waives all claims, Actions, causes of action, suits, debts, liabilities, obligations, sums of money, controversies, Damages, judgments and demands arising out of, relating to or in any way connected to any increase in ALCOSAN's system-wide rates to account exclusively for the Assumed Liabilities

hereunder and ALCOSAN's assumption of liabilities in connection with ALCOSAN's acquisition of Transferred Assets from various municipalities and municipal authorities in Allegheny County (the "Released Claims"); provided, however, that Released Claims shall not include (and the Releasing Parties shall retain all rights with respect to ALCOSAN for) any obligations of ALCOSAN arising out Section 6.1(a) of this Agreement.

8.12 Modification of Outstanding Agreements. Notwithstanding anything to the contrary herein, except for the agreements listed on **Schedule 8.12**, nothing in this Agreement is intended to amend, modify or supersede any existing agreement by and between the parties hereto and all such agreements shall remain in full force and effect following the Closing Date.

[Signature Page Follows]

IN WITNESS WHEREOF, ALCOSAN and Municipality, by their duly authorized representatives, have signed and sealed this Agreement effective as of the date first set forth above.

MUNICIPALITY:

TOWNSHIP OF UPPER ST. CLAIR

By: _____
Name:
Title:

ALCOSAN:

ALLEGHENY COUNTY SANITARY
AUTHORITY

By: _____
Name: Arletta Scott Williams
Title: Executive Director

[Signature Page to Transfer Agreement – POC # C-53-10]

DISCLOSURE SCHEDULES

Schedule 1.1.1 - Known Exceptions to “Illegal Connections”

DISCLOSURE SCHEDULES

Schedule 1.1.2 - Contested Liens

DISCLOSURE SCHEDULES

Schedule 2.1(b) - Third-Party Real Property Interests to be Assigned to ALCOSAN

DISCLOSURE SCHEDULES

Schedule 2.1(d) - Records of Municipality

Document Type	File Name	Document Name	Description	Original Document Date
Construction Drawings	USCL_C-09_C-53-10_ABDWG_C_009-023_094.pdf	McLaughlin Run Construction Plan (Sheet 9 of 23)	Construction Plan for McLaughlin Run Sanitary Trunk Sewer	9/29/1955
Legal Descriptions	PBV 0041 PG 0116.pdf	PBV 0041 PG 0116	Revised Plan of Ruthfred Acres No. 7	5/31/1946
Legal Descriptions	DBV 007063 PG 0150.pdf	DBV 007063 PG 0150	Deed Bk 7063 Pg 150	4/9/1985
Legal Descriptions	DBV 003696 PG 0206.pdf	DBV 003696 PG 0206	Deed Bk 3696 Pg 206	1/29/1958
Agreements	BETH_C-53-10_AGREE_1875.pdf	20013-12-08 3RWWD Reimbursement Agreement	Expense Agreement for McLaughlin Run Interceptor Investigation	12/7/2003
Agreements	BETH_C-53-10_AGREE_1873.pdf	2002-08-12 3 Rivers Wet Weather Reimbursement Agreement	Reimbursement Agreement for McLaughlin Run Joint Sewer Project	8/11/2002
Permits and Regulatory Correspondence	1969-10-07 Letter to Pa. Dept of Real Estate - McLaughlin Run Drainage Area Sewerage.pdf	1969-10-07 Letter to Pa. Dept of Real Estate - McLaughlin Run Drainage Area Sewerage	Permit 2081-S for McLaughlin Run Trunk Sewer	10/7/1969
Permits and Regulatory Correspondence	1955-10-28 Sanitary Trunk Sewer Permit Application Letter.pdf	1955-10-28 Sanitary Trunk Sewer Permit Application Letter	Permit Request 2081-S McLaughlin Run Trunk Sewer	10/27/1955
As-Built Drawings	USCL_C-53-10_ABDWG_C_001-001_132.PDF	USC Construction Plan Cont. No. 31b	Construction Plan for Sanitary Sewers Drainage District M18	12/31/1967
As-Built Drawings	USCL_C-53-10_ABDWG_C_023-023_131.pdf	McLaughlin Run Construction Plan (Sheet 23 of 23)	Construction Plan for McLaughlin Run Sanitary Trunk Sewer - Sections	9/29/1955
Construction Drawings	BETH_USCL_C-53-10_ABDWG_C_020-023_016.pdf	McLaughlin Run Construction Plan (Sheet 20 of 23)	Construction Plan for McLaughlin Run Sanitary Trunk Sewer	9/30/1955
Construction Drawings	BETH_C-53-10_ABDWG_C_019-023_015.pdf	McLaughlin Run Construction Plan (Sheet 19 of 23)	Construction Plan for McLaughlin Run Sanitary Trunk Sewer	9/30/1955
Construction Drawings	USCL_C-53-10_ABDWG_C_018-023_130.pdf	McLaughlin Run Construction Plan (Sheet 18 of 23)	Construction Plan for McLaughlin Run Sanitary Trunk Sewer	9/29/1955
As-Built Drawings	USCL_C-53-10_ABDWG_C_017-023_129.pdf	McLaughlin Run Construction Plan (Sheet 17 of 23)	Construction Plan for McLaughlin Run Sanitary Trunk Sewer	9/29/1955

Document Type	File Name	Document Name	Description	Original Document Date
Construction Drawings	USCL_C-53-10_ABDWG_C_016-023_128.pdf	McLauchlin Run Construction Plan (Sheet 16 of 23)	Construction Plan for McLaughlin Run Sanitary Trunk Sewer	9/29/1955
Construction Drawings	USCL_C-53-10_ABDWG_C_015-023_127.pdf	McLauchlin Run Construction Plan (Sheet 15 of 23)	Construction Plan for McLaughlin Run Sanitary Trunk Sewer	9/29/1955
Construction Drawings	USCL_C-53-10_ABDWG_C_014-023_099.pdf	McLauchlin Run Construction Plan (Sheet 14 of 23)	Construction Plan for McLaughlin Run Sanitary Trunk Sewer	9/29/1955
Construction Drawings	USCL_C-53-10_ABDWG_C_013-023_098.pdf	McLauchlin Run Construction Plan (Sheet 13 of 23)	Construction Plan for McLaughlin Run Sanitary Trunk Sewer	9/29/1955
Construction Drawings	USCL_C-53-10_ABDWG_C_012-023_097.pdf	McLauchlin Run Construction Plan (Sheet 12 of 23)	Construction Plan for McLaughlin Run Sanitary Trunk Sewer	9/29/1955
Construction Drawings	USCL_C-53-10_ABDWG_C_011-023_096.pdf	McLauchlin Run Construction Plan (Sheet 11 of 23)	Construction Plan for McLaughlin Run Sanitary Trunk Sewer	9/29/1955
Construction Drawings	USCL_C-53-10_ABDWG_C_010-023_095.pdf	McLauchlin Run Construction Plan (Sheet 10 of 23)	Construction Plan for McLaughlin Run Sanitary Trunk Sewer	9/29/1955
Construction Drawings	USCL_C-53-10_CNDWG_C_001-001_209.PDF	USC Construction Plan Cont. No. 34	Construction Plan for Sanitary Sewer Drainage District M-17 C-8209	7/31/1975
Construction Drawings	BRID_USCL_C-53-10_ABDWG_C_008-023_021.pdf	McLauchlin Run Construction Plan (Sheet 8 of 23)	Construction Plan for McLaughlin Run Sanitary Trunk Sewer	9/30/1955
Construction Drawings	USCL_C-53-10_ABDWG_C_007-023_093.pdf	McLauchlin Run Construction Plan (Sheet 7 of 23)	Construction Plan for McLaughlin Run Sanitary Trunk Sewer	9/29/1955
Construction Drawings	USCL_C-53-10_ABDWG_C_006-023_092.pdf	McLauchlin Run Construction Plan (Sheet 6 of 23)	Construction Plan for McLaughlin Run Sanitary Trunk Sewer	9/29/1955
Construction Drawings	USCL_C-53-10_CNDWG_C_001-001_204.PDF	USC Construction Plan Cont. No. 31a	Construction Plan for Sanitary Sewers Drainage District M18 C-8143	6/30/1965
Construction Drawings	USCL_C-53-10_ABDWG_C_005-023_091.pdf	McLauchlin Run Construction Plan (Sheet 5 of 23)	Construction Plan for McLaughlin Run Sanitary Tank Sewer	9/29/1955

Document Type	File Name	Document Name	Description	Original Document Date
Construction Drawings	USCL_C-53-10_ABDWG_C_004-023_090.pdf	McLaughlin Run Construction Plan (Sheet 4 of 23)	Construction Plan for McLaughlin Run Sanitary Trunk Sewer	9/29/1955
Construction Drawings	USCL_C-53-10_CNDWG_C_015-015_154.pdf	McLaughlin Run Viewers Plan Sheet 15 of 15	Viewers Plan for McLaughlin Run Sanitary Trunk Sewer	1/1/1959
Construction Drawings	USCL_C-53-10_CNDWG_C_014-015_153.pdf	McLaughlin Run Viewers Plan Sheet 14 of 15	Viewers Plan for McLaughlin Run Sanitary Trunk Sewer	12/7/1959
Construction Drawings	USCL_C-53-10_CNDWG_C_013-015_152.pdf	McLaughlin Run Viewers Plan Sheet 13 of 15	Viewers Plan for McLaughlin Run Sanitary Trunk Sewer	12/7/1959
Construction Drawings	USCL_C-53-10_CNDWG_C_012-015_151.pdf	McLaughlin Run Viewers Plan Sheet 12 of 15	Viewers Plan for McLaughlin Run Sanitary Trunk Sewer	1/1/1959
Construction Drawings	USCL_C-53-10_CNDWG_C_011-015_150.pdf	McLaughlin Run Viewers Plan Sheet 11 of 15	Viewers Plan for McLaughlin Run Sanitary Trunk Sewer	1/1/1959
Construction Drawings	USCL_C-53-10_CNDWG_C_010-015_149.pdf	McLaughlin Run Viewers Plan Sheet 10 of 15	Viewers Plan for McLaughlin Run Sanitary Trunk Sewer	1/1/1959
Construction Drawings	USCL_C-53-10_CNDWG_C_009-015_161.pdf	McLaughlin Run Viewers Plan Sheet 9 of 15	Viewers Plan for McLaughlin Run Sanitary Trunk Sewer	1/1/1959
Construction Drawings	USCL_C-53-10_CNDWG_C_008-015_160.pdf	McLaughlin Run Viewers Plan Sheet 8 of 15	Viewers Plan for McLaughlin Run Sanitary Trunk Sewer	1/1/1959
Construction Drawings	USCL_C-53-10_ABDWG_C_003-023_089.pdf	McLaughlin Run Construction Plan (Sheet 3 of 23)	Construction Plan for McLaughlin Run Sanitary Trunk Sewer	9/29/1955
Construction Drawings	USCL_C-53-10_ABDWG_C_002-023_088.pdf	McLaughlin Run Construction Plan (Sheet 2 of 23)	Construction Plan for McLaughlin Run Sanitary Trunk Sewer	9/29/1955
Construction Drawings	USCL_C-53-10_CNDWG_C_007-015_159.pdf	McLaughlin Run Viewers Plan Sheet 7 of 15	Viewers Plan for McLaughlin Run Sanitary Trunk Sewer	1/1/1959
Construction Drawings	USCL_C-53-10_CNDWG_C_006-015_158.pdf	McLaughlin Run Viewers Plan Sheet 6 of 15	Viewers Plan for McLaughlin Run Sanitary Trunk Sewer	1/1/1959
Construction Drawings	USCL_C-53-10_CNDWG_C_005-015_157.pdf	McLaughlin Run Viewers Plan Sheet 5 of 15	Viewers Plan for McLaughlin Run Sanitary Trunk Sewer	1/1/1959
Construction Drawings	USCL_C-53-10_CNDWG_C_004-015_156.pdf	McLaughlin Run Viewers Plan Sheet 4 of 15	Viewers Plan for McLaughlin Run Sanitary Trunk Sewer	4/2/1960
Construction Drawings	USCL_C-53-10_CNDWG_C_003-015_155.pdf	McLaughlin Run Viewers Plan Sheet 3 of 15	Viewers Plan for McLaughlin Run Sanitary Trunk Sewer	1/1/1959
Document Type	File Name	Document Name	Description	Original Document Date
As-Built Drawings	USCL_C-53-10_ABDWG_C_001-023_087.pdf	McLaughlin Run Construction Plan (Sheet 1 of 23)	Construction Plan for McLaughlin Run Sanitary Trunk Sewer	9/29/1955
Construction Drawings	BRID_USCL_C-53-10_CNDWG_C_002-015_023.pdf	McLaughlin Run Viewers Plan Sheet 2 of 15	Viewers Plan for McLaughlin Run Sanitary Trunk Sewer	1/2/1959
Construction Drawings	BRID_USCL_C-53-10_CNDWG_C_001-015_022.pdf	McLaughlin Run Viewers Plan Sheet 1 of 15	Viewers Plan for McLaughlin Run Sanitary Trunk Sewer	1/31/1958
Agreements	BETH_C-53-10_AGREE_1876.pdf	1956-03-06 Ordinance No. 481 - Acquisition by Eminent Domain - Bridgeville	Constructing and Maintaining Sanitary Sewers to Service parts of Bridgeville, Upper St. Clair and Bethel Park - McLaughlin Run Trunk Sewer	12/4/1955

DISCLOSURE SCHEDULES

Schedule 2.1(e) - Warranties, Indemnities, and Guarantees

DISCLOSURE SCHEDULES

Schedule 2.2 - Excluded Assets

1. All equipment, materials, goods, merchandise, appliances, tools or supplies that have been acquired for the purpose of consumption or use in the operation and maintenance of the Assets.
2. All right, title, license and interest in and to Municipality's sewage system revenue source(s).
3. All flow control facilities (e.g., pump stations and equalization basins) and wet weather facilities, some of which may be the subject of separate transfer agreements.

DISCLOSURE SCHEDULES

Schedule 3.3 - Required Consents

DISCLOSURE SCHEDULES

Schedule 3.4 - Known Title Defects

DISCLOSURE SCHEDULES

Schedule 3.5 – Litigation

DISCLOSURE SCHEDULES

Schedule 3.6 - Licenses and Permits

DISCLOSURE SCHEDULES

Schedule 3.7 - Compliance with Laws

DISCLOSURE SCHEDULES

Schedule 8.12 - Amended, Modified or Superseded Agreements

EXHIBIT A TO TRANSFER AGREEMENT

MAPS DEPICTING ASSETS

[See Attached]

EXHIBIT B TO TRANSFER AGREEMENT

DEFECT REPORT

See that certain Significant Defect Report and Recommendations – Regionalization Implementation of Trunk Sewers Contributory to POC C-53-10, dated February 14, 2018 (or, if subsequently revised, such later Defect Report), delivered to Municipality by AECOM and incorporated herein by reference.

EXHIBIT C TO TRANSFER AGREEMENT

FORM OF BILL OF TRANSFER

This Bill of Transfer dated as of the __ day of _____, 202_, is executed and delivered by _____, a _____ (“Municipality”)¹ to the ALLEGHENY COUNTY SANITARY AUTHORITY, a municipal authority organized under the Municipality Authorities Act, as amended, 53 Pa. C.S.A. §§ 5601-5623 (“ALCOSAN”).

WHEREAS, Municipality and ALCOSAN entered into that certain Transfer Agreement dated as of the date hereof (the “Transfer Agreement”) pursuant to which Municipality agreed to transfer, convey, assign and deliver to ALCOSAN, and ALCOSAN agreed to accept and receive, all of Municipality’s rights, title and interest in the Transferred Assets; and

WHEREAS, the Transferred Assets include, without limitation, the Assets described in Exhibit A attached to this Bill of Transfer and incorporated herein; and

WHEREAS, Municipality and ALCOSAN are Closing the transactions set forth in the Transfer Agreement as of the date hereof; and

WHEREAS, by means of this Bill of Transfer, Municipality desires to transfer, convey, assign and deliver to ALCOSAN all of Municipality’s rights, title and interest in the Assets.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Transfer Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The above recitals are incorporated herein by this reference.
2. Capitalized words, terms and phrases used but not otherwise defined herein shall have the meanings ascribed to such words, terms and phrases in the Transfer Agreement.
3. Municipality hereby transfers, conveys, assigns and delivers to ALCOSAN, its successors and assigns, all of Municipality’s rights, title and interest in the Assets, free and clear of all liens and encumbrances other than Permitted Encumbrances.
4. This transfer, conveyance, and assignment has been executed and delivered by Municipality in accordance with, and subject to the terms and conditions of, the Transfer Agreement.
5. Nothing in this Bill of Transfer is intended to modify, amend, or alter in any

¹ In the event the transfer is between ALCOSAN and a Municipal Authority, this defined term will be changed to “Municipal Authority.”

respect the rights and obligations of the parties under the Transfer Agreement, and the Transfer Agreement shall remain in full force and effect, notwithstanding the execution and delivery of this Bill of Transfer.

6. Municipality and ALCOSAN agree to take and cause to be taken such further action to execute, deliver, and file or cause to be executed, delivered and filed, such further documents and instruments, and to obtain such further consents, as may be necessary or as may be reasonably requested in order to effectuate fully the purposes, terms and conditions of this Bill of Transfer.

7. This Bill of Transfer is binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Except for the parties to this Bill of Transfer, a successor in interest, or assignee of a party, no other person or entity is, or shall be entitled to bring any action to enforce any provision of this Bill of Transfer against any of the parties.

8. If there is a conflict between the terms of this Bill of Transfer and the Transfer Agreement, the terms of the Transfer Agreement shall control.

9. This Bill of Transfer may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Bill of Transfer delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Transfer.

10. This Bill of Transfer and the rights and duties of Municipality and ALCOSAN shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

[Remainder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Municipality and ALCOSAN, by their duly authorized representatives, have signed and sealed this Bill of Transfer effective as of the date first set forth above.

MUNICIPALITY:

[_____]

By: _____

Name:

Title:

ALCOSAN:

ALLEGHENY COUNTY SANITARY
AUTHORITY

By: _____

Name:

Title:

[Signature page to Bill of Transfer – POC # _____]

EXHIBIT A
TO BILL OF TRANSFER

ASSETS

[Description of trunk sewer lines and associated manholes to be inserted.]

EXHIBIT D TO TRANSFER AGREEMENT

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “Agreement”) is made as of the ___ day of _____, 202_ (the “Closing Date”), by and between _____, a _____ (“Municipality”)² and the ALLEGHENY COUNTY SANITARY AUTHORITY, a municipal authority organized under the Municipality Authorities Act, as amended, 53 Pa. C.S.A. §§ 5601-5623 (“ALCOSAN”).

WITNESSETH:

WHEREAS, Municipality and ALCOSAN entered into that certain Transfer Agreement dated as of the date hereof (the “Transfer Agreement”) pursuant to which Municipality agreed to transfer, convey, assign and deliver to ALCOSAN, and ALCOSAN agreed to accept and receive, all of Municipality’s rights, title and interest in the Transferred Assets; and

WHEREAS, the Transferred Assets include, without limitation, certain real property interests of Municipality primarily used or necessary in the operation of the Assets, which real property interests include, without limitation, those easements, rights-of-way, access agreements, licenses and permits granted to Municipality by third-parties as described in Exhibit A attached to this Agreement and incorporated herein (collectively, the “Third-Party Real Property Interests”); and

WHEREAS, the Transferred Assets further include, without limitation, certain Licenses and Permits owned, held, possessed or entitled in the name of Municipality, or in which Municipality has rights, as described in Exhibit B attached to this Agreement and incorporated herein; and

WHEREAS, the Transferred Assets further include, without limitation, certain books, records, and other information relating to the Assets, as described in Exhibit C attached to this Agreement and incorporated herein (collectively, the “Records”); and

WHEREAS, the Transferred Assets further include, without limitation, certain warranties, indemnities, and guarantees related to or necessary for the operation of the Assets, as described in Exhibit D attached to this Agreement and incorporated herein (collectively, the “Warranties,” and together with the Third-Party Real Property Interests, the Licenses and Permits, and the Records, the “Assigned Assets”).

WHEREAS, Municipality and ALCOSAN are Closing the transactions set forth in the Transfer Agreement as of the date hereof; and

² In the event the transfer is between ALCOSAN and a Municipal Authority, this defined term will be changed to “Municipal Authority.”

WHEREAS, pursuant to and in accordance with the Transfer Agreement, Municipality has agreed to transfer, convey, assign and deliver to ALCOSAN all of Municipality's rights, title and interest in the Assigned Assets, and ALCOSAN has agreed to assume, implement, perform and discharge the Assumed Liabilities of Municipality as they pertain exclusively to the Transferred Assets arising after the Closing Date, all subject to the terms and conditions set forth in the Transfer Agreement; and

*[WHEREAS, it is currently unknown to Municipality whether certain of the Assigned Assets are in continuing force and effect, and whether they affect any part of the Assets, which uncertainties may be determined after the Closing Date and the consequences of such determinations, if any, noted as amendments to this Agreement.]*³

NOW, THEREFORE, in consideration of the mutual promises set forth in the Transfer Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The above recitals are incorporated herein by this reference.
2. Definitions. Capitalized words, terms and phrases used but not otherwise defined herein shall have the meanings ascribed to such words, terms and phrases in the Transfer Agreement.
3. Assignment. Municipality hereby transfers, conveys, assigns, and delivers to ALCOSAN, its successors and assigns, all of Municipality's rights, title and interest in the Assigned Assets.
4. Assumption. ALCOSAN hereby accepts the foregoing transfer, conveyance and assignment and hereby assumes and agrees to implement, perform and discharge (and/or cause to be implemented, performed and discharged) the Assumed Liabilities of Municipality as they pertain exclusively to the Transferred Assets arising after the date hereof *[and only to the extent any such duties, liabilities, obligations and responsibilities apply to the Assets]*.
5. Consent and Postponement. Notwithstanding the provisions of Section 3 and Section 4 above, this Agreement shall not be construed as an agreement to transfer, convey, assign and deliver any Assigned Asset that by its terms or pursuant to law is not capable of being transferred, conveyed, assigned or delivered without the consent or waiver of a third party (each, a "Consent") unless and until such Consent shall be given (each such Assigned Assets requiring Consent, a "Deferred Item"). Except with respect to those particular Assigned Assets identified on the Exhibits to this Agreement (the "Mandatory Items"), which shall not be Deferred Items and must be transferred, conveyed, assigned and delivered to ALCOSAN with the appropriate Consents prior to Closing, each of Municipality and ALCOSAN shall use commercially reasonable efforts to obtain such Consents as are required for the Deferred Items as promptly as practicable following the Closing Date, and at the time each such Consent is received, the

³ Bracketed and italicized wording throughout this Agreement is intended to accommodate isolated situations in order to facilitate transfer and may not apply in every instance.

applicable Deferred Item to which such Consent relates shall be deemed to have been automatically transferred, conveyed, assigned and delivered by Municipality effective retroactive to the Closing Date without the necessity of further action by Municipality and ALCOSAN.

6. Limited Agency. Effective as of the Closing Date until any such Consents are obtained or until either party notifies the other of its desire to suspend efforts to obtain any such Consents, to the extent legally permissible, ALCOSAN shall perform, as agent of Municipality, all of the Assumed Liabilities relating to the Deferred Items to the extent ALCOSAN would have been responsible therefor under this Agreement, and shall receive all the benefits of the Deferred Items to the extent ALCOSAN would have been entitled thereto under this Agreement, if the Consents relating to such Deferred Items had been obtained.

7. [Shared Rights and Responsibilities. *Notwithstanding the provisions of Section 3 and Section 4 above, if any Assigned Asset sets forth (or results in) rights and/or responsibilities that affect both (i) all or part of the Transferred Assets and the Assumed Liabilities and (ii) all or part of the Excluded Assets and the Retained Liabilities, then the assignment and acceptance pursuant to Sections 3 and 4 will be of rights and/or responsibilities severally shared between Municipality and ALCOSAN in such proportions as the parties may reasonably agree based on the relative effect on each party of the benefits and burdens relating to such Assigned Asset.]*⁴

8. [Post-Closing Due Diligence. *If, after the Closing Date, it is determined that any of the Assigned Assets is no longer in force and effect and/or does not affect any part of the Assets, then by one or more signed amendments to this Agreement the parties shall, from time to time, remove any such Assigned Asset from the applicable Exhibit hereto and from the assignment and assumption intended by this Agreement, each effective as of the Closing Date.]*⁵

9. Relation to Transfer Agreement. Nothing in this Agreement is intended to modify, amend, or alter in any respect the rights and obligations of the parties under the Transfer Agreement, and the Transfer Agreement shall remain in full force and effect, notwithstanding the execution and delivery of this Agreement.

10. Further Assurances. Municipality and ALCOSAN agree to take and cause to be taken such further action to execute, deliver, and file or cause to be executed, delivered and filed, such further documents and instruments, and to obtain such further consents, as may be necessary or as may be reasonably requested in order to effectuate fully the purposes, terms and conditions of this Agreement.

11. Successors and Assigns; No Third-Party Beneficiaries. This Agreement is binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Except for the parties to this Agreement, a successor in interest, or assignee of a party, no other person or entity is, or shall be entitled to bring any action to enforce

⁴ Examples might include a blanket warranty covering both assets assigned to ALCOSAN and assets retained by Municipality or a third-party easement granting rights-of-way over property required to access both assets assigned to ALCOSAN and assets retained by Municipality.

⁵ This provision allows for post-closing adjustments, if required.

any provision of this Agreement against any of the parties.

12. Conflicts. If there is a conflict between the terms of this Agreement and the Transfer Agreement, the terms of the Transfer Agreement shall control.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

14. Governing Law. This Agreement and the rights and duties of Municipality and ALCOSAN shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

[Remainder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Municipality and ALCOSAN, by their duly authorized representatives, have signed and sealed this Assignment and Assumption Agreement effective as of the date first set forth above.

MUNICIPALITY:

[_____]

By: _____
Name:
Title:

ALCOSAN:

ALLEGHENY COUNTY SANITARY
AUTHORITY

By: _____
Name:
Title:

[Signature page to Assignment and Assumption Agreement – POC # _____]

EXHIBIT A

TO ASSIGNMENT AND ASSUMPTION AGREEMENT

THIRD-PARTY REAL PROPERTY INTERESTS

[List of Third-Party Real Property Interests to be inserted; identify those that require Consent to transfer; and identify Mandatory Items as to which required Consents must be in hand at Closing and cannot be deferred post-closing.]

EXHIBIT B

TO ASSIGNMENT AND ASSUMPTION AGREEMENT

LICENSES AND PERMITS

*[List of all Licenses and Permits to be inserted; identify those that require Consent to transfer;
and identify Mandatory Items as to which required Consents must be in hand at Closing and
cannot be deferred post-closing.]*

EXHIBIT C

TO ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDS

[List of Records to be inserted; identify those that require Consent to transfer; and identify Mandatory Items as to which required Consents must be in hand at Closing and cannot be deferred post-closing.]

EXHIBIT D

TO ASSIGNMENT AND ASSUMPTION AGREEMENT

WARRANTIES

[List of Warranties to be inserted; identify those that require Consent to transfer; and identify Mandatory Items as to which required Consents must be in hand at Closing and cannot be deferred post-closing.]

EXHIBIT E TO TRANSFER AGREEMENT

FORM OF RIGHT-OF-ENTRY LICENSE AND RELEASE
(Regionalization Program)

Between
[Municipality]
And
Allegheny County Sanitary Authority

IN CONSIDERATION of the mutual promises set forth in that certain Transfer Agreement entered into between the _____ of _____ (“Municipality”)⁶ and the Allegheny County Sanitary Authority (“ALCOSAN”) of near or even date herewith (the “Transfer Agreement”), and in further consideration of the benefits that will inure to Municipality and to property owned or controlled by Municipality, whether located within or outside Municipality, as depicted on the maps attached as Exhibit A to the Transfer Agreement and incorporated herein by reference (the “Property”), Municipality, for itself, its agents, representatives, successors and assigns, does hereby grant permission to ALCOSAN, its sundry departments, officers, representatives, agents, contractors and employees, the right of access to enter upon the Property, from time to time and as deemed by ALCOSAN to be necessary or desirable, for the purposes of maintaining, repairing, and replacing certain intermunicipal trunk sewer lines and associated manholes that connect to such sewer lines as identified in the Transfer Agreement, and restoring any resulting disturbed area, as practical, at ALCOSAN’s cost and expense, and otherwise carrying out the purposes of the Transfer Agreement.

AND Municipality, for itself, its agents, representatives, successors and assigns does hereby release and forever discharge ALCOSAN, its departments, officers, representatives, agents, contractors and employees, from any and all liability whatsoever, for entry upon, use and occupancy of the Property as provided herein. Municipality agrees to waive its rights to assess, collect or receive any permit or other fees under the provisions of any applicable statute, ordinance, rule or regulation.

Nothing in this Right-of-Entry License and Release is intended to modify, amend, or alter in any respect the rights and obligations of the parties under the Transfer Agreement, and the Transfer Agreement shall remain in full force and effect. This Right-of-Entry License and Release may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Right-of-Entry License

⁶ In the event the transfer is between ALCOSAN and a Municipal Authority, this defined term will be changed to “Municipal Authority.”

and Release delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Right-of-Entry License and Release. This Right-of-Entry License and Release shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

[Signature page follows.]

IN WITNESS WHEREOF, Municipality and ALCOSAN, by their duly authorized representatives, have signed and sealed this Right-of-Entry License and Release effective as of the __ day of _____, 202_.

MUNICIPALITY:

[_____]

By: _____

Name:

Title:

ALCOSAN:

ALLEGHENY COUNTY SANITARY
AUTHORITY

By: _____

Name:

Title:

[Signature page to Right-of-Entry License and Release – POC # _____]

EXHIBIT F TO TRANSFER AGREEMENT

FORM OF POST-CLOSING REPAIR AND REIMBURSEMENT AGREEMENT

This Post-Closing Repair and Reimbursement Agreement (this “Agreement”) is made as of the ___ day of _____, 202__ (the “Closing Date”), by and between _____, a _____ (“Municipality”)⁷ and the ALLEGHENY COUNTY SANITARY AUTHORITY, a municipal authority organized under the Municipality Authorities Act, as amended, 53 Pa. C.S.A. §§ 5601-5623 (“ALCOSAN”).

WITNESSETH:

WHEREAS, Municipality and ALCOSAN entered into that certain Transfer Agreement dated as of the date hereof (the “Transfer Agreement”) pursuant to which Municipality agreed to transfer, convey, assign and deliver to ALCOSAN, and ALCOSAN agreed to accept and receive, all of Municipality’s rights, title and interest in the Transferred Assets; and

WHEREAS, the Transferred Assets include, without limitation, the Assets, comprised of certain intermunicipal trunk sewer lines and the associated manholes that connect to such sewer lines; and

WHEREAS, prior to Closing ALCOSAN delivered to Municipality a Defect Report that identified significant defects with respect to the Assets, all of which defects Municipality was obligated to repair and/or rehabilitate prior to Closing; and

WHEREAS, Municipality has not completed the required repair and/or rehabilitation described on Exhibit A attached to this Agreement and incorporated herein (collectively, the “Incomplete Repairs”); and

WHEREAS, in order to proceed with Closing, Municipality has requested ALCOSAN to complete the Incomplete Repairs after Closing in return for Municipality reimbursing ALCOSAN for the agreed upon costs thereof, and ALCOSAN is willing to undertake the completion of the Incomplete Repairs after Closing upon the terms and conditions set forth in this Agreement; and

WHEREAS, Municipality and ALCOSAN are Closing the transactions set forth in the Transfer Agreement as of the date hereof.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Transfer Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The above recitals are incorporated herein by this reference.

⁷ In the event the transfer is between ALCOSAN and a Municipal Authority, this defined term will be changed to “Municipal Authority.”

2. Definitions. Capitalized words, terms and phrases used but not otherwise defined herein shall have the meanings ascribed to such words, terms and phrases in the Transfer Agreement.

3. Completion of Incomplete Repairs. Subject to the remaining provisions of this Agreement, ALCOSAN hereby assumes and agrees to undertake Municipality's obligation to complete (and/or cause to be completed) the Incomplete Repairs (the "Work"); provided that the timing and manner of completion of the Work and any and all portions thereof shall be in ALCOSAN's sole and absolute discretion and shall be independent of Municipality's reimbursement and payment obligations pursuant to Section 4, Section 5, and Section 6 below. For the avoidance of doubt, ALCOSAN shall not be required to complete the Work in accordance with any Repair Plan previously prepared by Municipality, whether or not submitted to ALCOSAN.⁸

4. Reimbursement of Agreed Upon Costs. Municipality shall reimburse and pay ALCOSAN for the anticipated reasonable and necessary costs to complete the Work as agreed upon by Municipality and ALCOSAN (the "Reimbursable Costs"), including without limitation, those costs described on Exhibit B attached to this Agreement and incorporated herein. The parties acknowledge and agree, for purposes of this Agreement and in the interest of their respective budget certainty, that the total sum to be paid by Municipality to ALCOSAN hereunder as the Reimbursable Costs shall be _____ Dollars (\$ _____).⁹

5. Payment of Reimbursable Costs. Municipality shall pay the Reimbursable Costs to ALCOSAN in twelve (12) equal monthly installments, commencing on the first day of the calendar month immediately following the Closing Date, by wire transfer or check payable to ALCOSAN, in accordance with the payment instructions set forth in Exhibit C attached to this Agreement and incorporated herein.

6. Financing Election. Notwithstanding the payment provisions of Section 5 above, upon written request to ALCOSAN delivered within ten (10) days following the Closing Date, Municipality may elect to pay the Reimbursable Costs to ALCOSAN in up to thirty-six (36) equal monthly installments, together with interest in an amount equal to ALCOSAN's bond rate (as applicable from time to time) (the "Financing Election"). Upon receipt from Municipality of a Financing Election, ALCOSAN shall prepare and deliver to Municipality a revised payment schedule and such other documents and instruments as shall be reasonably required to effectuate the Financing Election. In the event Municipality has not executed the documents and instruments required to effectuate the Financing Election within twenty (20) days after delivery by ALCOSAN, the Financing Election shall be deemed to be withdrawn, and the original payment provisions in Section 5 shall govern.

7. Relation to Transfer Agreement. Nothing in this Agreement is intended to

⁸ Incomplete Repairs and the Work shall be agreed upon by Municipality's Engineer and ALCOSAN's Engineer.

⁹ Reimbursable Costs shall be agreed upon by Municipality's Engineer and ALCOSAN's Engineer.

modify, amend, or alter in any respect the rights and obligations of the parties under the Transfer Agreement, and the Transfer Agreement shall remain in full force and effect, notwithstanding the execution and delivery of this Agreement. Without limiting the generality of the foregoing, the parties specifically acknowledge and agree that nothing in this Agreement shall limit ALCOSAN's indemnification rights pursuant to Section 6.1(b) of the Transfer Agreement and/or ALCOSAN's access rights pursuant to Section 7.2 of the Transfer Agreement and the Right-of-Entry License.

8. Further Assurances. Municipality and ALCOSAN agree to take and cause to be taken such further action to execute, deliver, and file or cause to be executed, delivered and filed, such further documents and instruments, and to obtain such further consents, as may be necessary or as may be reasonably requested in order to effectuate fully the purposes, terms and conditions of this Agreement.

9. Successors and Assigns; No Third-Party Beneficiaries. This Agreement is binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Except for the parties to this Agreement, a successor in interest, or assignee of a party, no other person or entity is, or shall be entitled to bring any action to enforce any provision of this Agreement against any of the parties.

10. Conflicts. If there is a conflict between the terms of this Agreement and the Transfer Agreement, the terms of the Transfer Agreement shall control.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

12. Governing Law. This Agreement and the rights and duties of Municipality and ALCOSAN shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

[Remainder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Municipality and ALCOSAN, by their duly authorized representatives, have signed and sealed this Post-Closing Repair and Reimbursement Agreement effective as of the date first set forth above.

MUNICIPALITY:

[_____]

By: _____
Name:
Title:

ALCOSAN:

ALLEGHENY COUNTY SANITARY
AUTHORITY

By: _____
Name:
Title:

[Signature page to Post-Closing Repair and Reimbursement Agreement – POC # _____]

EXHIBIT A

TO POST-CLOSING REPAIR AND REIMBURSEMENT AGREEMENT

INCOMPLETE REPAIRS

*[Description of Incomplete Repairs and Work agreed upon by Municipality Engineer and
ALCOSAN Engineer to be inserted.]*

EXHIBIT B

TO POST-CLOSING REPAIR AND REIMBURSEMENT AGREEMENT

REIMBURSABLE COSTS

*[Estimated costs to complete Incomplete Repairs agreed upon by Municipality Engineer and
ALCOSAN Engineer to be inserted.]*

EXHIBIT C

TO POST-CLOSING REPAIR AND REIMBURSEMENT AGREEMENT

PAYMENT INSTRUCTIONS

[ALCOSAN ACH information for wire payments and address for check payments to be inserted.]

EXHIBIT G TO TRANSFER AGREEMENT

INDEMNIFICATION PROCEDURES

Indemnified Party and Indemnifying Party. The party making a claim under Article 6 of this Agreement is referred to as the “Indemnified Party,” and the party against whom such claims are asserted under Article 6 of this Agreement is referred to as the “Indemnifying Party.”

Third-Party Claims. If any Indemnified Party receives notice of the assertion or commencement of any action, suit, claim or other legal proceeding made or brought by any person who is not a party to this Agreement (a “Third-Party Claim”) against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party prompt written notice thereof within thirty (30) days of such Indemnified Party becoming aware of such Third-Party Claim, which notice shall set forth such material information with respect to such Third-Party Claim as is then reasonably available to such Indemnified Party, including (i) a description of the claim in reasonable detail and, if known, the estimated amount or method of computation of any Damages incurred or reasonably expected to be incurred by the Indemnified Party together with such supporting documents reasonably available to such Indemnified Party, and (ii) a reference to the provision or provisions of this Agreement upon which such claim is based to the extent of the facts then known by the Indemnified Party (“Notice of Claim”). Thereafter, the Indemnified Party shall deliver to the Indemnifying Party, within seven (7) days after the Indemnified Party’s receipt thereof, copies of all notices and documents (including court papers) received by the Indemnified Party relating to such Third-Party Claim. Notwithstanding the foregoing, the failure by the Indemnified Party to so notify the Indemnifying Party shall not relieve the Indemnifying Party from any liability to the Indemnified Party for any liability hereunder except to the extent that such failure shall have actually prejudiced the defense of such Third-Party Claim.

Defense of Third-Party Claims.

In the event that an Indemnified Party furnishes an Indemnifying Party with a Notice of Claim, then upon the written notice by the Indemnifying Party given to the Indemnified Party within fifteen (15) days of receipt of the Notice of Claim, stating (i) that the Indemnifying Party is undertaking the defense of the Third-Party Claim, and (ii) the Third-Party Claim covered by the Notice of Claim is subject to Article 6 of this Agreement, then the Indemnifying Party shall have the right to assume and conduct the defense of each Third-Party Claim with counsel selected by the Indemnifying Party and reasonably acceptable to the Indemnified Party, provided that the Indemnifying Party shall not be entitled to assume or continue control of the defense of any Third-Party Claim, and the Indemnified Party shall have the right to conduct the defense of such claim or any litigation resulting therefrom and in connection therewith to employ, at the Indemnifying Party’s expense, counsel of its choice to represent the Indemnified Party if (i) the Third-Party Claim relates to (or may involve to) or arises in connection with any matter which could involve criminal conduct, (ii) the Third-Party Claim primarily seeks an injunction or equitable relief against the Indemnified Party, (iii) the Indemnifying Party, in the reasonable judgment of the Indemnified Party, has failed to defend or

is failing to defend in good faith the Third-Party Claim; or (iv) the Third-Party Claim would reasonably be expected to have an adverse effect on the Indemnified Party's business or relates to its customers, suppliers, vendors or other service providers. The Indemnified Party may, at its election, participate in the defense thereof, at its sole cost and expense, of any Third-Party Claim for which the Indemnifying Party has assumed and is conducting the defense.

If the Indemnifying Party does not assume and conduct the defense of such Third-Party Claim in accordance herewith, the Indemnified Party may continue to conduct the defense of the Third-Party Claim. If the Indemnifying Party has assumed the defense of a Third-Party Claim as provided herein, the Indemnifying Party shall not be liable for any legal expenses subsequently incurred by the Indemnified Party in connection with the defense thereof; provided, however, that if: (i) the Indemnifying Party has failed to take reasonable steps necessary to defend diligently such Third-Party Claim, or (ii) the named parties of any such proceeding (including any impleaded parties) include both the Indemnifying Party and the Indemnified Party and, in the written opinion of outside counsel for the Indemnified Party, representation of both parties by the same counsel would be inappropriate due to actual differing interests between them, the Indemnified Party may assume and conduct its own defense, and the Indemnifying Party shall be liable for all reasonable costs or expenses paid or incurred in connection therewith.

Settlement of Third-Party Claims. Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third-Party Claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed), except as provided herein. If a firm offer is made to settle a Third-Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third-Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within ten (10) days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third-Party Claim and, in such event, the maximum liability of the Indemnifying Party as to such Third-Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third-Party Claim, the Indemnifying Party may settle the Third-Party Claim upon the terms set forth in such firm offer to settle such Third-Party Claim.

Direct Claims.

Any claim by an Indemnified Party with respect to Damages that do not result from a Third-Party Claim (a "Direct Claim") shall be asserted by the Indemnified Party giving a written notice of such claim with reasonable promptness to the Indemnifying Party (and in any event within thirty (30) days of such Indemnified Party becoming aware of any events or facts that would reasonably be expected to result in any Damages for which such Indemnified Party is entitled to indemnification under this Agreement) specifying in reasonable detail (i) the nature of the claim for indemnification and the basis thereof, and, if known, the estimated amount or method of computation of any Damages incurred or reasonably expected to be

incurred by the Indemnified Party together with such supporting documents reasonably available to such Indemnified Party, and (ii) a reference to the provision or provisions of this Agreement upon which such claim is based to the extent of the facts then known by the Indemnified Party (an "Indemnity Notice"). In the event that within thirty (30) days after the receipt by the Indemnifying Party of such Indemnity Notice from the Indemnified Party, the Indemnified Party shall not have received from the Indemnifying Party a written objection to such claim, such claim shall be conclusively presumed and considered to have been assented to and approved by the Indemnifying Party.

If within the thirty (30) day period described above the Indemnified Party shall have received from the Indemnifying Party a written notice setting forth the Indemnifying Party's objections to such claim and the Indemnifying Party's reasons for such objection, then the parties shall negotiate in good faith for a period of thirty (30) business days from the date the Indemnified Party receives such objection (the "Negotiation Period"). After the Negotiation Period, if the parties still cannot agree on the claim, the parties may submit the dispute to litigation in accordance with Section 8.5 of this Agreement.

BILL OF TRANSFER

This Bill of Transfer dated as of _____, is executed and delivered by the TOWNSHIP OF UPPER ST. CLAIR, a township situate in Allegheny County, Pennsylvania ("Municipality") to the ALLEGHENY COUNTY SANITARY AUTHORITY, a municipal authority organized under the Municipality Authorities Act, as amended, 53 Pa. C.S.A. §§ 5601-5623 ("ALCOSAN").

WHEREAS, Municipality and ALCOSAN entered into that certain Transfer Agreement dated as of the date hereof (the "Transfer Agreement") pursuant to which Municipality agreed to transfer, convey, assign and deliver to ALCOSAN, and ALCOSAN agreed to accept and receive, all of Municipality's rights, title and interest in the Transferred Assets; and

WHEREAS, the Transferred Assets include, without limitation, the Assets described in Exhibit A attached to this Bill of Transfer and incorporated herein; and

WHEREAS, Municipality and ALCOSAN are Closing the transactions set forth in the Transfer Agreement as of the date hereof; and

WHEREAS, by means of this Bill of Transfer, Municipality desires to transfer, convey, assign and deliver to ALCOSAN all of Municipality's rights, title and interest in the Assets.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Transfer Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The above recitals are incorporated herein by this reference.
2. Capitalized words, terms and phrases used but not otherwise defined herein shall have the meanings ascribed to such words, terms and phrases in the Transfer Agreement.
3. Municipality hereby transfers, conveys, assigns and delivers to ALCOSAN, its successors and assigns, all of Municipality's rights, title and interest in the Assets, free and clear of all liens and encumbrances other than Permitted Encumbrances.
4. This transfer, conveyance, and assignment has been executed and delivered by Municipality in accordance with, and subject to the terms and conditions of, the Transfer Agreement.
5. Nothing in this Bill of Transfer is intended to modify, amend, or alter in any respect the rights and obligations of the parties under the Transfer Agreement, and the Transfer Agreement shall remain in full force and effect, notwithstanding the execution and delivery of this Bill of Transfer.
6. Municipality and ALCOSAN agree to take and cause to be taken such further action to execute, deliver, and file or cause to be executed, delivered and filed, such further documents

and instruments, and to obtain such further consents, as may be necessary or as may be reasonably requested in order to effectuate fully the purposes, terms and conditions of this Bill of Transfer.

7. This Bill of Transfer is binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Except for the parties to this Bill of Transfer, a successor in interest, or assignee of a party, no other person or entity is, or shall be entitled to bring any action to enforce any provision of this Bill of Transfer against any of the parties.

8. If there is a conflict between the terms of this Bill of Transfer and the Transfer Agreement, the terms of the Transfer Agreement shall control.

9. This Bill of Transfer may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Bill of Transfer delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Transfer.

10. This Bill of Transfer and the rights and duties of Municipality and ALCOSAN shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

[Remainder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Municipality and ALCOSAN, by their duly authorized representatives, have signed and sealed this Bill of Transfer effective as of the date first set forth above.

MUNICIPALITY:

TOWNSHIP OF UPPER ST. CLAIR

By: _____
Name:
Title:

ALCOSAN:

ALLEGHENY COUNTY SANITARY
AUTHORITY

By: _____
Name: Arletta Scott Williams
Title: Executive Director

[Signature page to Bill of Transfer – POC # C-53-10]

EXHIBIT A
TO BILL OF TRANSFER

ASSETS

[See Attached]

Accessible Point Structures

Number	Map Sheet	Asset Type	Asset ID
1	2	Manhole	MH0254N04
2	2	Manhole	MH0254N05
3	2	Manhole	MH0254N06
4	2	Manhole	MH0254N07
5	2	Manhole	MH0254P01
6	2	Manhole	MH0254P02
7	2	Manhole	MH0254P03
8	3	Manhole	MH0254P04
9	3	Manhole	MH0254P05
10	3	Manhole	MH0254R01
11	3	Manhole	MH0254R02
12	3	Manhole	MH0254R03
13	3	Manhole	MH0254R04
14	3	Manhole	MH0321C01
15	3	Manhole	MH0321C02
16	3	Manhole	MH0321C03
17	3	Manhole	MH0321C04
18	3	Manhole	MH0321G02
19	3	Manhole	MH0321G03
20	4	Manhole	MH0321H01
21	4	Manhole	MH0321M01
22	4	Manhole	MH0321M02
23	4	Manhole	MH0321M03
24	4	Manhole	MH0321S01
25	4	Manhole	MH0321S02
26	4	Manhole	MH0321S03
27	5	Manhole	MH0395A01
28	5	Manhole	MH0395A02
29	5	Manhole	MH0395A03
30	5	Manhole	MH0395E01
31	5	Manhole	MH0395E02
32	5	Manhole	MH0395E03
33	5	Manhole	MH0395E04
34	5	Manhole	MH0395E05
35	5	Manhole	MH0395E06
36	5	Manhole	MH0395K01
37	5	Manhole	MH0395K02

38	5	Manhole	MH0395K03
39	5	Manhole	MH0395K04
40	5	Manhole	MH0395K05
41	5	Manhole	MH0395K06
42	6	Manhole	MH0395P01
43	6	Manhole	MH0395P02
44	6	Manhole	MH0395P03
45	4	Manhole	MH0396D01
46	7	Manhole	MH0477J01
47	7	Manhole	MH0477J02
48	7	Manhole	MH0477J03
49	7	Manhole	MH0477J04
50	7	Manhole	MH0477J05
51	7	Manhole	MH0477K01
52	7	Manhole	MH0477N01
53	7	Manhole	MH0477N02
54	7	Manhole	MH0477N03
55	6	Manhole	MH0478B01
56	6	Manhole	MH0478C01
57	6	Manhole	MH0478C02
58	6	Manhole	MH0478D01
59	6	Manhole	MH0478D02
60	6	Manhole	MH0478D03
61	6	Manhole	MH0478D04
62	6	Manhole	MH0478G01
63	7	Manhole	MH0478G02
64	7	Manhole	MH0478G03
65	7	Manhole	MH0478G04
66	7	Manhole	MH0478H01
67	7	Manhole	MH0478H02
68	7	Manhole	MH0478H03
69	7	Manhole	MH0478H04
70	7	Manhole	MH0478H05
71	7	Manhole	MH0478H06
72	6	Manhole	MH0478H07
73	6	Manhole	MH0478H08
74	7	Manhole	MH0478M01
75	8	Manhole	MH0568A01
76	8	Manhole	MH0568A02
77	8	Manhole	MH0568A03
78	8	Manhole	MH0568A04

79	8	Manhole	MH0568A05
80	8	Manhole	MH0568A07
81	8	Manhole	MH0568A09
82	2	Outfall	OF0254N01
83	2	Regulator	RG0254N03
84	3	Regulator	RG0321G01

Pipes

Number	Map Sheet	Asset Type	Asset ID	Upstream Node ID	Downstream Node ID
1	2	Pipe	MH0254N04.RG0254N03.1	MH0254N04	RG0254N03
2	2	Pipe	MH0254N05.MH0254N04.1	MH0254N05	MH0254N04
3	2	Pipe	MH0254N06.MH0254N05.1	MH0254N06	MH0254N05
4	2	Pipe	MH0254N07.MH0254N06.1	MH0254N07	MH0254N06
5	2	Pipe	MH0254P01.MH0254N07.1	MH0254P01	MH0254N07
6	2	Pipe	MH0254P02.MH0254P01.1	MH0254P02	MH0254P01
7	2	Pipe	MH0254P03.MH0254P02.1	MH0254P03	MH0254P02
8	2	Pipe	MH0254P04.MH0254P03.1	MH0254P04	MH0254P03
9	3	Pipe	MH0254P05.MH0254P04.1	MH0254P05	MH0254P04
10	3	Pipe	MH0254R01.MH0254P05.1	MH0254R01	MH0254P05
11	3	Pipe	MH0254R02.MH0254R01.1	MH0254R02	MH0254R01
12	3	Pipe	MH0254R03.MH0254R02.1	MH0254R03	MH0254R02
13	3	Pipe	MH0254R04.MH0254R03.1	MH0254R04	MH0254R03
14	3	Pipe	MH0321C01.MH0254R04.1	MH0321C01	MH0254R04
15	3	Pipe	MH0321C02.MH0321C01.1	MH0321C02	MH0321C01
16	3	Pipe	MH0321C03.MH0321C02.1	MH0321C03	MH0321C02
17	3	Pipe	MH0321C04.MH0321C03.1	MH0321C04	MH0321C03
18	3	Pipe	MH0321G02.RG0321G01.1	MH0321G02	RG0321G01
19	3	Pipe	MH0321G03.MH0321G02.1	MH0321G03	MH0321G02
20	3	Pipe	MH0321H01.MH0321G03.1	MH0321H01	MH0321G03
21	4	Pipe	MH0321M01.MH0321H01.1	MH0321M01	MH0321H01
22	4	Pipe	MH0321M02.MH0321M01.1	MH0321M02	MH0321M01

Number	Map Sheet	Asset Type	Asset ID	Upstream Node ID	Downstream Node ID
23	4	Pipe	MH0321M03.MH0321M02.1	MH0321M03	MH0321M02
24	4	Pipe	MH0321S01.MH0321M03.1	MH0321S01	MH0321M03
25	4	Pipe	MH0321S02.MH0321S01.1	MH0321S02	MH0321S01
26	4	Pipe	MH0321S03.MH0321S02.1	MH0321S03	MH0321S02
27	4	Pipe	MH0395A01.MH0396D01.1	MH0395A01	MH0396D01
28	5	Pipe	MH0395A02.MH0395A01.1	MH0395A02	MH0395A01
29	5	Pipe	MH0395A03.MH0395A02.1	MH0395A03	MH0395A02
30	5	Pipe	MH0395E01.MH0395A03.1	MH0395E01	MH0395A03
31	5	Pipe	MH0395E02.MH0395E01.1	MH0395E02	MH0395E01
32	5	Pipe	MH0395E03.MH0395E02.1	MH0395E03	MH0395E02
33	5	Pipe	MH0395E04.MH0395E03.1	MH0395E04	MH0395E03
34	5	Pipe	MH0395E05.MH0395E04.1	MH0395E05	MH0395E04
35	5	Pipe	MH0395E06.MH0395E05.1	MH0395E06	MH0395E05
36	5	Pipe	MH0395K01.MH0395E06.1	MH0395K01	MH0395E06
37	5	Pipe	MH0395K02.MH0395K01.1	MH0395K02	MH0395K01
38	5	Pipe	MH0395K03.MH0395K02.1	MH0395K03	MH0395K02
39	5	Pipe	MH0395K04.MH0395K03.1	MH0395K04	MH0395K03
40	5	Pipe	MH0395K05.MH0395K04.1	MH0395K05	MH0395K04
41	5	Pipe	MH0395K06.MH0395K05.1	MH0395K06	MH0395K05
42	5	Pipe	MH0395P01.MH0395K06.1	MH0395P01	MH0395K06
43	6	Pipe	MH0395P02.MH0395P01.1	MH0395P02	MH0395P01
44	6	Pipe	MH0395P03.MH0395P02.1	MH0395P03	MH0395P02
45	4	Pipe	MH0396D01.MH0321S03.1	MH0396D01	MH0321S03
46	7	Pipe	MH0477J01.MH0478M01.1	MH0477J01	MH0478M01
47	7	Pipe	MH0477J02.MH0477J01.1	MH0477J02	MH0477J01
48	7	Pipe	MH0477J03.MH0477J02.1	MH0477J03	MH0477J02
49	7	Pipe	MH0477J04.MH0477J03.1	MH0477J04	MH0477J03
50	7	Pipe	MH0477J05.MH0477J04.1	MH0477J05	MH0477J04
51	7	Pipe	MH0477K01.MH0477J05.1	MH0477K01	MH0477J05
52	7	Pipe	MH0477N01.MH0477J02.1	MH0477N01	MH0477J02
53	7	Pipe	MH0477N02.MH0477N01.1	MH0477N02	MH0477N01
54	7	Pipe	MH0477N03.MH0477N02.1	MH0477N03	MH0477N02

Number	Map Sheet	Asset Type	Asset ID	Upstream Node ID	Downstream Node ID
55	6	Pipe	MH0478B01.MH0395P03.1	MH0478B01	MH0395P03
56	6	Pipe	MH0478C01.MH0478B01.1	MH0478C01	MH0478B01
57	6	Pipe	MH0478C02.MH0478C01.1	MH0478C02	MH0478C01
58	6	Pipe	MH0478D01.MH0478H08.1	MH0478D01	MH0478H08
59	6	Pipe	MH0478D02.MH0478D01.1	MH0478D02	MH0478D01
60	6	Pipe	MH0478D03.MH0478D02.1	MH0478D03	MH0478D02
61	6	Pipe	MH0478D04.MH0478D03.1	MH0478D04	MH0478D03
62	6	Pipe	MH0478G01.MH0478C02.1	MH0478G01	MH0478C02
63	6	Pipe	MH0478G02.MH0478G01.1	MH0478G02	MH0478G01
64	7	Pipe	MH0478G03.MH0478G02.1	MH0478G03	MH0478G02
65	7	Pipe	MH0478G04.MH0478G03.1	MH0478G04	MH0478G03
66	7	Pipe	MH0478H01.MH0478G04.1	MH0478H01	MH0478G04
67	7	Pipe	MH0478H02.MH0478H01.1	MH0478H02	MH0478H01
68	7	Pipe	MH0478H03.MH0478H02.1	MH0478H03	MH0478H02
69	7	Pipe	MH0478H04.MH0478H03.1	MH0478H04	MH0478H03
70	7	Pipe	MH0478H05.MH0478H04.1	MH0478H05	MH0478H04
71	7	Pipe	MH0478H06.MH0478G03.1	MH0478H06	MH0478G03
72	6	Pipe	MH0478H07.MH0478H06.1	MH0478H07	MH0478H06
73	6	Pipe	MH0478H08.MH0478H07.1	MH0478H08	MH0478H07
74	7	Pipe	MH0478M01.MH0478H05.1	MH0478M01	MH0478H05
75	7	Pipe	MH0568A01.MH0477N03.1	MH0568A01	MH0477N03

Number	Map Sheet	Asset Type	Asset ID	Upstream Node ID	Downstream Node ID
76	8	Pipe	MH0568A02.MH0568A01. 1	MH0568A02	MH0568A01
77	8	Pipe	MH0568A03.MH0568A02. 1	MH0568A03	MH0568A02
78	8	Pipe	MH0568A04.MH0568A03. 1	MH0568A04	MH0568A03
79	8	Pipe	MH0568A05.MH0568A04. 1	MH0568A05	MH0568A04
80	8	Pipe	MH0568A07.MH0568A05. 1	MH0568A07	MH0568A05
81	8	Pipe	MH0568A09.MH0568A03. 1	MH0568A09	MH0568A03
82	2	Pipe	RG0254N03.OF0254N01.1	RG0254N03	OF0254N01
83	3	Pipe	RG0321G01.MH0321C04.1	RG0321G01	MH0321C04
84	3	Pipe	RG0321G01.OF0321G01.1	RG0321G01	OF0321G01

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “Agreement”) is made as of _____ (the “Closing Date”), by and between the TOWNSHIP OF UPPER ST. CLAIR, a township situate in Allegheny County, Pennsylvania (“Municipality”) and the ALLEGHENY COUNTY SANITARY AUTHORITY, a municipal authority organized under the Municipality Authorities Act, as amended, 53 Pa. C.S.A. §§ 5601-5623 (“ALCOSAN”).

WITNESSETH:

WHEREAS, Municipality and ALCOSAN entered into that certain Transfer Agreement dated as of the date hereof (the “Transfer Agreement”) pursuant to which Municipality agreed to transfer, convey, assign and deliver to ALCOSAN, and ALCOSAN agreed to accept and receive, all of Municipality’s rights, title and interest in the Transferred Assets; and

WHEREAS, the Transferred Assets include, without limitation, certain real property interests of Municipality primarily used or necessary in the operation of the Assets, which real property interests include, without limitation, those easements, rights-of-way, access agreements, licenses and permits granted to Municipality by third-parties as described in Exhibit A attached to this Agreement and incorporated herein (collectively, the “Third-Party Real Property Interests”); and

WHEREAS, the Transferred Assets further include, without limitation, certain Licenses and Permits owned, held, possessed or entitled in the name of Municipality, or in which Municipality has rights, as described in Exhibit B attached to this Agreement and incorporated herein; and

WHEREAS, the Transferred Assets further include, without limitation, certain books, records, and other information relating to the Assets, as described in Exhibit C attached to this Agreement and incorporated herein (collectively, the “Records”); and

WHEREAS, the Transferred Assets further include, without limitation, certain warranties, indemnities, and guarantees related to or necessary for the operation of the Assets, as described in Exhibit D attached to this Agreement and incorporated herein (collectively, the “Warranties,” and together with the Third-Party Real Property Interests, the Licenses and Permits, and the Records, the “Assigned Assets”).

WHEREAS, Municipality and ALCOSAN are Closing the transactions set forth in the Transfer Agreement as of the date hereof; and

WHEREAS, pursuant to and in accordance with the Transfer Agreement, Municipality has agreed to transfer, convey, assign and deliver to ALCOSAN all of Municipality’s rights, title and interest in the Assigned Assets, and ALCOSAN has agreed to assume, implement, perform and discharge the Assumed Liabilities of Municipality as they pertain exclusively to the Transferred Assets arising after the Closing Date, all subject to the terms and conditions set forth in the Transfer Agreement; and

EXHIBIT
C

WHEREAS, it is currently unknown to Municipality whether certain of the Assigned Assets are in continuing force and effect, and whether they affect any part of the Assets, which uncertainties may be determined after the Closing Date and the consequences of such determinations, if any, noted as amendments to this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Transfer Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The above recitals are incorporated herein by this reference.
2. Definitions. Capitalized words, terms and phrases used but not otherwise defined herein shall have the meanings ascribed to such words, terms and phrases in the Transfer Agreement.
3. Assignment. Municipality hereby transfers, conveys, assigns, and delivers to ALCOSAN, its successors and assigns, all of Municipality's rights, title and interest in the Assigned Assets.
4. Assumption. ALCOSAN hereby accepts the foregoing transfer, conveyance and assignment and hereby assumes and agrees to implement, perform and discharge (and/or cause to be implemented, performed and discharged) the Assumed Liabilities of Municipality as they pertain exclusively to the Transferred Assets arising after the date hereof and only to the extent any such duties, liabilities, obligations and responsibilities apply to the Assets.
5. Consent and Postponement. Notwithstanding the provisions of Section 3 and Section 4 above, this Agreement shall not be construed as an agreement to transfer, convey, assign and deliver any Assigned Asset that by its terms or pursuant to law is not capable of being transferred, conveyed, assigned or delivered without the consent or waiver of a third party (each, a "Consent") unless and until such Consent shall be given (each such Assigned Assets requiring Consent, a "Deferred Item"). Except with respect to those particular Assigned Assets identified on the Exhibits to this Agreement (the "Mandatory Items"), which shall not be Deferred Items and must be transferred, conveyed, assigned and delivered to ALCOSAN with the appropriate Consents prior to Closing, each of Municipality and ALCOSAN shall use commercially reasonable efforts to obtain such Consents as are required for the Deferred Items as promptly as practicable following the Closing Date, and at the time each such Consent is received, the applicable Deferred Item to which such Consent relates shall be deemed to have been automatically transferred, conveyed, assigned and delivered by Municipality effective retroactive to the Closing Date without the necessity of further action by Municipality and ALCOSAN.
6. Limited Agency. Effective as of the Closing Date until any such Consents are obtained or until either party notifies the other of its desire to suspend efforts to obtain any such Consents, to the extent legally permissible, ALCOSAN shall perform, as agent of Municipality, all of the Assumed Liabilities relating to the Deferred Items to the extent ALCOSAN would have been responsible therefor under this Agreement, and shall receive all the benefits of the Deferred

Items to the extent ALCOSAN would have been entitled thereto under this Agreement, if the Consents relating to such Deferred Items had been obtained.

7. Shared Rights and Responsibilities. Notwithstanding the provisions of Section 3 and Section 4 above, if any Assigned Asset sets forth (or results in) rights and/or responsibilities that affect both (i) all or part of the Transferred Assets and the Assumed Liabilities and (ii) all or part of the Excluded Assets and the Retained Liabilities, then the assignment and acceptance pursuant to Sections 3 and 4 will be of rights and/or responsibilities severally shared between Municipality and ALCOSAN in such proportions as the parties may reasonably agree based on the relative effect on each party of the benefits and burdens relating to such Assigned Asset.

8. Post-Closing Due Diligence. If, after the Closing Date, it is determined that any of the Assigned Assets is no longer in force and effect and/or does not affect any part of the Assets, then by one or more signed amendments to this Agreement the parties shall, from time to time, remove any such Assigned Asset from the applicable Exhibit hereto and from the assignment and assumption intended by this Agreement, each effective as of the Closing Date.

9. Relation to Transfer Agreement. Nothing in this Agreement is intended to modify, amend, or alter in any respect the rights and obligations of the parties under the Transfer Agreement, and the Transfer Agreement shall remain in full force and effect, notwithstanding the execution and delivery of this Agreement.

10. Further Assurances. Municipality and ALCOSAN agree to take and cause to be taken such further action to execute, deliver, and file or cause to be executed, delivered and filed, such further documents and instruments, and to obtain such further consents, as may be necessary or as may be reasonably requested in order to effectuate fully the purposes, terms and conditions of this Agreement.

11. Successors and Assigns; No Third-Party Beneficiaries. This Agreement is binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Except for the parties to this Agreement, a successor in interest, or assignee of a party, no other person or entity is, or shall be entitled to bring any action to enforce any provision of this Agreement against any of the parties.

12. Conflicts. If there is a conflict between the terms of this Agreement and the Transfer Agreement, the terms of the Transfer Agreement shall control.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

14. Governing Law. This Agreement and the rights and duties of Municipality and ALCOSAN shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, Municipality and ALCOSAN, by their duly authorized representatives, have signed and sealed this Assignment and Assumption Agreement effective as of the date first set forth above.

MUNICIPALITY:

TOWNSHIP OF UPPER ST. CLAIR

By: _____
Name:
Title:

ALCOSAN:

ALLEGHENY COUNTY SANITARY
AUTHORITY

By: _____
Name: Arletta Scott Williams
Title: Executive Director

[Signature page to Assignment and Assumption Agreement – POC # C-53-10]

EXHIBIT A

TO ASSIGNMENT AND ASSUMPTION AGREEMENT

THIRD-PARTY REAL PROPERTY INTERESTS

[List of Third-Party Real Property Interests to be inserted; identify those that require Consent to transfer; and identify Mandatory Items as to which required Consents must be in hand at Closing and cannot be deferred post-closing.]

EXHIBIT B

TO ASSIGNMENT AND ASSUMPTION AGREEMENT

LICENSES AND PERMITS

[List of all Licenses and Permits to be inserted; identify those that require Consent to transfer; and identify Mandatory Items as to which required Consents must be in hand at Closing and cannot be deferred post-closing.]

EXHIBIT C
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDS

[List of Records to be inserted; identify those that require Consent to transfer; and identify Mandatory Items as to which required Consents must be in hand at Closing and cannot be deferred post-closing.]

EXHIBIT D
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

WARRANTIES

[List of Warranties to be inserted; identify those that require Consent to transfer; and identify Mandatory Items as to which required Consents must be in hand at Closing and cannot be deferred post-closing.]

RIGHT-OF-ENTRY LICENSE AND RELEASE
(Regionalization Program)

Between

Township of Upper St. Clair
And
Allegheny County Sanitary Authority

IN CONSIDERATION of the mutual promises set forth in that certain Transfer Agreement entered into between the Township of Upper St. Clair (“Municipality”) and the Allegheny County Sanitary Authority (“ALCOSAN”) of near or even date herewith (the “Transfer Agreement”), and in further consideration of the benefits that will inure to Municipality and to property owned or controlled by Municipality, whether located within or outside the area served by Municipality, as depicted on the maps attached as Exhibit A to the Transfer Agreement and incorporated herein by reference (the “Property”), Municipality, for itself, its agents, representatives, successors and assigns, does hereby grant permission to ALCOSAN, its sundry departments, officers, representatives, agents, contractors and employees, the right of access to enter upon the Property, from time to time and as deemed by ALCOSAN to be necessary or desirable, for the purposes of maintaining, repairing, and replacing certain intermunicipal trunk sewer lines and associated manholes that connect to such sewer lines as identified in the Transfer Agreement, and restoring any resulting disturbed area, as practical, at ALCOSAN’s cost and expense, and otherwise carrying out the purposes of the Transfer Agreement.

AND Municipality, for itself, its agents, representatives, successors and assigns does hereby release and forever discharge ALCOSAN, its departments, officers, representatives, agents, contractors and employees, from any and all liability whatsoever, for entry upon, use and occupancy of the Property as provided herein. Municipality agrees to waive any rights to assess, collect or receive any permit or other fees under the provisions of any applicable statute, ordinance, rule or regulation.

Nothing in this Right-of-Entry License and Release is intended to modify, amend, or alter in any respect the rights and obligations of the parties under the Transfer Agreement, and the Transfer Agreement shall remain in full force and effect. This Right-of-Entry License and Release may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Right-of-Entry License and Release delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Right-of-Entry License and Release. This Right-of-Entry License and Release shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

[Signature page follows.]

IN WITNESS WHEREOF, Municipality and ALCOSAN, by their duly authorized representatives, have signed and sealed this Right-of-Entry License and Release effective as of _____.

MUNICIPALITY:

TOWNSHIP OF UPPER ST. CLAIR

By: _____

Name:

Title:

ALCOSAN:

ALLEGHENY COUNTY SANITARY
AUTHORITY

By: _____

Name: Arletta Scott Williams

Title: Executive Director

[Signature page to Right-of-Entry License and Release – POC # C-53-10]

MEMORANDUM

To: Matthew R. Serakowski, Township Manager

From: Adam A. Benigni, Director of Planning and Community Development

Date: May 30, 2025

Subject: RECOMMENDATION RE. AUTHORIZATION OF THE TRANSFER OF THE PAINTERS RUN INTERMUNICIPAL TRUNK SEWER LINE

Resolution No. 1779 and its supporting documents will enable the Township to complete and sign the legal agreements required to transfer ownership of the Painters Run Intermunicipal Trunk Sewer Line (C-53) and related manholes to the Allegheny County Sanitary Authority (ALCOSAN). This transfer aligns with ALCOSAN's regionalization efforts as mandated by its Consent Decree with the U.S. Environmental Protection Agency (EPA).

As set forth in the Resolution, some information needs to be updated before the Transfer Agreement and other documents are final. However, if approved, the Resolution will authorize Township representatives, including Board President, Township Manager and Township Attorney to execute the necessary documents to transfer the Trunk Lines when they are completed.

Below is a bullet-point list summarizing the responsibilities of the Township of Upper St. Clair and the Allegheny County Sanitary Authority (ALCOSAN) following the transfer of the Painters Run Intermunicipal Trunk Sewer Line (C-53), as outlined in the provided documents.

Township of Upper St. Clair Responsibilities:

- **Retained Liabilities:** Retain and discharge all liabilities from prior ownership/operation of the sewer line, including debts, employee obligations, and liabilities from illegal/unauthorized connections (expire after 12 years unless involving fraud, willful misconduct, or gross negligence).
- **Indemnification:** Indemnify ALCOSAN for damages from Retained Liabilities, Excluded Assets, non-public and public title defects, misrepresentations, or breaches of warranty.
- **Easements and Rights-of-Way:** Grant temporary/permanent easements or rights-of-way at no cost for ALCOSAN's future sewer improvements, prioritizing existing easements and underground locations where feasible.
- **Stream Removal Projects:** Cooperate in stream removal projects contributing to Consent Order obligations, covering up to 20% of costs, and seek third-party funding.
- **Compliance with Plans:** Comply with the CSO Nine Minimum Controls Plan and Operation and Maintenance Plan for the Township's remaining sewer system (Excluded Assets).
- **Financial Obligations:** Pay 50% of realty transfer taxes, all costs to clear title, counsel fees, costs for Required Consents, and preparation/recordation of deeds for title clearance.
- **Repairs and Reimbursement:** Reimburse ALCOSAN for incomplete repairs per the Defect Report, payable in 12 monthly installments or up to 36 with interest if a financing election is made within 10 days post-closing.
- **Maintenance and Inspections:** Locate uninspected manholes, clean and CCTV uninspected pipe segments, and repair them as needed to meet transfer requirements.

- **Future Connections:** Own and maintain stub connection lines (first 10 feet or as approved) for any ALCOSAN-approved connections to the transferred sewer line, and cover ALCOSAN's review fees.

ALCOSAN Responsibilities:

- **Assumed Liabilities:** Assume and perform duties for operation, maintenance, repair, and future upgrades of the transferred sewer line post-closing, per the Modified Consent Decree and Municipal Feasibility Study.
- **Indemnification:** Indemnify the Township for damages from Assumed Liabilities, failure to perform under the agreement, or misrepresentations/breaches of warranty.
- **Financial Obligations:** Pay its counsel fees, due diligence costs, survey costs, 50% of realty transfer taxes, and recordation costs (except for title-clearing instruments).
- **Access Rights:** Access Township property for maintenance/repairs via the Right-of-Entry License, repair any property damage caused, and perform work at its cost.
- **Repairs:** Complete agreed-upon incomplete repairs from the Defect Report, with Township reimbursement, in its sole discretion regarding timing and manner.
- **Permit and Consent Cooperation:** Cooperate to secure transfers or re-issuance of WQM II and NPDES permits, and other licenses/permits requiring consents.
- **Connection Approvals:** Review and approve/deny proposed connections to the transferred sewer line, ensuring compliance with ALCOSAN specifications, and charge review fees.
- **Project Negotiation:** Negotiate with regulatory agencies to modify, defer, or eliminate projects in the Municipal Feasibility Study for cost-effective regional compliance.
- **Manhole and Pipe Inspections:** Inspect and repair newly located manholes, and accept only pipe segments that have been cleaned, CCTV-ed, and inspected pre-transfer.
- **Future Improvements:** Plan and implement sewer improvements (e.g., wet weather facilities) under the Modified Consent Decree, using Township easements where needed.

Resolution No. 1779 authorizes the appropriate Township Officials to execute the necessary documents to transfer the Painters Run Intermunicipal Trunk Sewer Line. This Resolution may be adopted by a simple motion and roll call vote.

Attachments

1. Resolution No. 1779
2. Exhibit A – Transfer Agreement
3. Exhibit B – Bill of Transfer
4. Exhibit C – Assignment and Assumption Agreement
5. Exhibit D – Right-of-Entry License and Release

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TOWNSHIP OF UPPER ST. CLAIR

RESOLUTION NO. 1779

A RESOLUTION OF THE TOWNSHIP OF UPPER ST. CLAIR, A HOME RULE MUNICIPALITY, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE TRANSFER OF THE PAINTERS RUN INTERMUNICIPAL TRUNK SEWER LINE AND ASSOCIATED MANHOLES KNOWN AS C-53 TO ALCOSAN AND AUTHORIZING THE PROPER OFFICERS OF THE TOWNSHIP TO EXECUTE THE TRANSFER AGREEMENT AND RELATED DOCUMENTS, INSTRUMENTS AND AGREEMENTS TO EFFECTUATE THE TRANSFER

WHEREAS, The Allegheny County Sanitary Authority (“ALCOSAN”) entered into a Consent Decree (the “Consent Decree”) with the United States Environmental Protection Agency (the “EPA”), the Pennsylvania Department of Environmental Protection (the “DEP”) and the Allegheny County Health Department (the “ACHD”), which was approved by the United States District Court for the Western District of Pennsylvania on January 23, 2008; and

WHEREAS, the Consent Decree requires ALCOSAN to eliminate dry weather discharges and sanitary sewer overflows from its system, reduce combined sewer overflows from its system in accordance with the EPA’s combined sewer overflow policy, and build adequate sewer infrastructure to achieve these goals; and

WHEREAS, ALCOSAN must prepare a regional long-term wet weather control plan (the “Wet Weather Plan”) that identifies remedial controls and activities needed to comply with the Consent Decree requirements; and

WHEREAS, the Township of Upper St. Clair (the “Township”) is a customer of ALCOSAN; and

WHEREAS, the Township entered into a Consent Order (the “Consent Order”) with the ACHD on January 28, 2022 imposing on the Township certain obligations with respect to its sewer system that are consistent with and in furtherance of the purposes of the Wet Weather Plan; and

WHEREAS, the Township and ALCOSAN have had discussions with respect to the Township transferring the Painters Run Intermunicipal Trunk Sewer Line and associated manholes known as C-53; and

WHEREAS, the Township negotiated a Transfer Agreement and certain related documents, instruments and agreements specific to the Painters Run

Intermunicipal Trunk Sewer Line and associated manholes known as C-53 with ALCOSAN. A copy of the Transfer Agreement form is attached as **Exhibit A**, a copy of the Bill of Transfer form is attached as **Exhibit B**, a copy of the Assignment and Assumption Agreement form is attached as **Exhibit C**; and a copy of the Right-of-Entry License and Release form is attached as **Exhibit D**; and

WHEREAS, ALCOSAN is finalizing certain attachments, including maps that will be attached as Exhibit A to the Transfer Agreement (**Exhibit A**) and asset lists that will be attached as Exhibit A to the Bill of Transfer (**Exhibit B**);

WHEREAS, the Board of Commissioners of the Township of Upper St. Clair desire to authorize the execution of the Transfer Agreement, the Bill of Transfer, the Assignment and Assumption Agreement and the Right-of-Entry License and Release when they are finalized and convey Painters Run Intermunicipal Trunk Sewer Line and associated manholes known as C-53 to ALCOSAN.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Township of Upper St. Clair as follows:

- THAT, The statements set forth in the preamble of this of this Resolution are specifically incorporated herein; and
- THAT, The Board of Commissioners of the Township hereby authorizes the transfer of the Painters Run Intermunicipal Trunk Sewer Line and associated manholes known as C-53 to ALCOSAN; and,
- THAT, The President of the Board of Commissioners, Township Manager and the Township Attorney may execute the completed Transfer Agreement, Bill of Transfer, Assignment and Assumption Agreement and Right-of-Entry License on behalf of the Township along with any related documents, instruments and agreements to effectuate this Resolution; and
- THAT, The proper officers, officials and agents of the Township are authorized to take any and all appropriate actions to effectuate this Resolution; and
- THAT, If any provision of this Resolution shall be determined to be unlawful, invalid, void or unenforceable, then that provision shall be considered severable from the remaining provisions of this Resolution. The remaining provisions of this Resolution shall remain in full force and effect; and
- THAT, Any Resolution or Ordinance or part thereof conflicting with the provisions of this Resolution is hereby repealed insofar as the same affects this Resolution; and

THAT, This Resolution shall take effect immediately.

ADOPTED THIS 2ND DAY OF JUNE 2025.

TOWNSHIP OF UPPER ST. CLAIR

By _____
President, Board of Commissioners

ATTEST:

Township Manager/Secretary

TRANSFER AGREEMENT

(Township of Upper St. Clair)

THIS TRANSFER AGREEMENT is made as of _____ (this “Agreement”), by and between the ALLEGHENY COUNTY SANITARY AUTHORITY, a municipal authority organized under the Municipality Authorities Act, as amended, 53 Pa. C.S.A. §§ 5601-5623 (“ALCOSAN”) and the TOWNSHIP OF UPPER ST. CLAIR, a municipality situate in Allegheny County, Pennsylvania (the “Municipality”).

WITNESSETH:

WHEREAS, ALCOSAN provides wastewater treatment services to 83 communities in the Commonwealth of Pennsylvania, including Municipality;

WHEREAS, ALCOSAN entered into a Consent Decree with the United States Environmental Protection Agency, the Pennsylvania Department of Environmental Protection and the Allegheny County Health Department, which was approved by the United States District Court for the Western District of Pennsylvania on January 23, 2008;

WHEREAS, the Consent Decree requires ALCOSAN to eliminate dry weather discharges and sanitary sewer overflows from its system, reduce combined sewer overflows from its system in accordance with the EPA's combined sewer overflow policy, and build adequate sewer infrastructure to achieve these goals;

WHEREAS, ALCOSAN must prepare a regional long-term wet weather control plan (the “Wet Weather Plan”) that identifies remedial controls and activities needed to comply with the Consent Decree requirements;

WHEREAS, Municipality owns certain intermunicipal trunk sewer lines and the associated manholes that connect to such sewer lines (collectively, the “Assets”), all as more particularly described and depicted on **Exhibit A**;

WHEREAS, ALCOSAN entered into a Modified Consent Decree (the “Modified Consent Decree”) with the United States Environmental Protection Agency, the Pennsylvania Department of Environmental Protection and the Allegheny County Health Department, which was lodged with the United States District Court for the Western District of Pennsylvania on September 19, 2019;

WHEREAS, the Modified Consent Decree requires ALCOSAN to undertake good faith efforts to take responsibility for at least 200 miles of intermunicipal sewers and associated facilities by January 31, 2020;

WHEREAS, ALCOSAN and Municipality acknowledge that fulfillment of the Wet Weather Plan can be most efficiently undertaken if the Assets are owned and operated by ALCOSAN; and

EXHIBIT

A

WHEREAS, Municipality desires to transfer and ALCOSAN desires to acquire the Assets.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and, intending to be legally bound, the parties hereto covenant and agree as follows:

ARTICLE 1 — DEFINITIONS

1.1. Definitions. Unless otherwise defined in this Agreement or the context otherwise requires, the terms or words defined in this Article and other terms or words defined in this Agreement, whenever used in this Agreement, shall have the meaning specified in this Article for all purposes of the Agreement, applicable to both the singular and plural forms of any of the terms or words defined in this Agreement.

“Access Rights” shall have the meaning set forth in Section 7.2.

“Action” shall mean and include any actual or threatened claim, action, order, consent order, decree or agreement, suit, arbitration, hearing, inquiry, proceeding, complaint, charge or investigation by or before any local, state or federal court, governmental department, commission, board, agency, authority, tribunal or arbitrator and any appeal from any of the foregoing.

“ACHD” shall mean the Allegheny County Health Department.

“Agreement” shall have the meaning set forth in the preamble.

“ALCOSAN” shall have the meaning set forth in the preamble.

“Assets” shall have the meaning set forth in the recitals.

“Assignment and Assumption Agreement” shall have the meaning set forth in Section 5.2.

“Assumed Liabilities” shall have the meaning set forth in Section 2.4.

“Closing” shall have the meaning set forth in Section 5.1.

“Closing Date” shall mean the date first set forth above.

“Consent Decree” shall mean the judicial settlement of that certain Complaint brought by the United States Department of Justice against ALCOSAN in the United States District Court, the Western District of Pennsylvania, which settlement was entered by same court on January 23, 2008, as modified by the Modified Consent Decree and as may be amended from time to time.

“Consent Order” shall mean that certain Consent Order and Agreement by and between Municipality and ACHD, dated as of January 28, 2022.

“CSO Nine Minimum Controls Plan” shall have the meaning set forth in Section 7.3.

“Damages” shall mean any damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees and court costs), deficiencies, claims, awards, judgments, settlements, interest, Actions, penalties, or fines of any kind whatsoever in law or in equity.

“Defect Report” shall mean the report prepared by ALCOSAN and delivered to Municipality that identifies significant defects with respect to the Assets requiring Municipality’s repair and rehabilitation.

“DEP” shall mean the Pennsylvania Department of Environmental Protection.

“Direct Connections” shall mean any service lateral from a residential or commercial building that connects directly to the Transferred Assets.

“EPA” shall mean the United States Environmental Protection Agency.

“Excluded Assets” shall have the meaning set forth in Section 2.2.

“Governmental Authority” shall mean any federal, state, local, foreign, or other court, board, body, commission, agency, authority or instrumentality, arbitral authority, self-regulatory authority, mediator or tribunal, including regulatory authorities and taxing authorities.

“Illegal Connections” shall mean a Direct Connection to the Transferred Assets, other than a sanitary sewer service lateral that constitutes an Unauthorized Connection, that (i) is made without required approval from ACHD or DEP, as applicable or (ii) is prohibited by law, such as any Direct Connection that conveys basement seepage, groundwater, stormwater, or surface water, including sump pump drainage, downspout drainage, foundation drainage, roof drainage, and driveway drainage into a separate sanitary sewer line. Illegal Connections as used in this Agreement does not include connections by a Governmental Authority over which Municipality did not have control or authority including any connections made by the Pennsylvania Department of Transportation, Pennsylvania Turnpike Commission, Allegheny County, or municipal authorities not under the direct control of Municipality. Such connections over which Municipality did not have control that are within Municipality’s Knowledge are identified on **Schedule 1.1.1.**

“Known Title Defects” shall have the meaning set forth in Section 3.4.

“Laws” shall mean and include any and all federal, state and local laws, rules, codes, ordinances, regulations, circulars, orders of any court, governmental entities, bodies, authorities or agencies.

“Licenses and Permits” shall mean all licenses, permits, franchises, authorizations, certificates, registrations, consents, orders, variances, waivers and approvals issued or granted by Governmental Authorities to Municipality, or pursuant to which Municipality operates, that relate specifically to the operation of the Assets.

“Liens” shall mean and include any and all types or kinds of liens, charges, claims, encumbrances, adverse claims, security interests upon property or claims or demands of any kind whatsoever, arising, in any manner, from or relating to this Agreement, the Transferred Assets or

any work, project, services or activities performed under or in connection with the Transferred Assets or related agreements.

“Modified Consent Decree” shall have the meaning set forth in the preamble.

“Municipal Feasibility Study” shall mean that certain Feasibility Study Report of Municipality, as submitted to applicable Regulatory Agencies on July 1, 2013, as amended from time to time.

“Municipality” shall have the meaning set forth in the preamble.

“Municipality’s Knowledge” shall mean the knowledge and belief of the management level employees and technical professionals acting as agents of Municipality, each exercising due and reasonable care, with the understanding that such persons have examined such sources of information within Municipality’s possession, custody and control and made such additional investigation as is reasonable under the circumstances in order to verify the truth and accuracy of such representations and warranties.

“Non-Public Title Defects” shall mean all Title Defects other than Public Title Defects.

“Operation and Maintenance Plan” shall have the meaning set forth in Section 7.3.

“Permitted Encumbrance” shall mean, with respect to the Transferred Assets: (i) any Lien, that is being contested, or being caused to be contested, by Municipality as identified in **Schedule 1.1.2**, provided the same shall remain Retained Liabilities; (ii) any inchoate materialmen's, mechanics', workmen's, repairmen's, employees', carriers', warehousemen's or other like encumbrances arising in the ordinary course of business of the Transferred Assets, provided the same shall remain Retained Liabilities; (iii) any easement, covenant, condition, right-of-way, servitude, encroachment, reservation or any zoning, building, environmental, health or safety law relating to the development, use or operation of the Transferred Assets (or other similar reservation, right and restriction), or other defects and irregularities in the title to the Transferred Assets that do not materially interfere with the operation, maintenance or repair of the Transferred Assets or the rights and benefits of ALCOSAN under this Agreement or materially impair the value of the Transferred Assets; (iv) the Reserved Powers; (v) any right reserved to or vested in any Governmental Authority (other than Municipality) by any statutory provision or under common law; (vi) any other Lien expressly permitted hereunder; and (vii) any grants or leases of oil, gas, coal or mining interests.

“Person” shall mean a natural person, corporation, municipality, governmental entity or authority, general or limited partnership, limited liability company, joint venture, trust, estate, association or any other legal entity or organization.

“Post-Closing Repair and Reimbursement Agreement” shall have the meaning set forth in Section 3.9.

“Public Title Defects” shall mean all Title Defects relating to (i) any Assets located in the right of way of a state road where access requires a highway occupancy permit from the Pennsylvania Department of Transportation or Pennsylvania Turnpike Commission and no such

permit has been granted, (ii) any Assets located in the right of way of an Allegheny County road where access requires a highway occupancy permit from the Allegheny County Department of Public Works and no such permit has been granted, (iii) any Assets located in or under "Waters of the Commonwealth," as defined in the Pennsylvania Clean Streams Law, where access requires a permit or other authorization from DEP and no such permit has been granted, or (iv) any Assets located within the right of way of a railroad where access requires a license, consent or other authorization from the applicable railroad and no such license, consent or other authorization has been granted.

"Regulatory Agencies" shall mean EPA, DEP and ACHD.

"Released Claims" shall have the meaning set forth in Section 8.11.

"Released Parties" shall have the meaning set forth in Section 8.11.

"Releasing Parties" shall have the meaning set forth in Section 8.11.

"Repair Plan" shall mean, as applicable, any plan for repair and rehabilitation of the Assets prepared by Municipality and delivered to ALCOSAN in response to the Defect Report.

"Required Consents" shall have the meaning set forth in Section 3.3.

"Reserved Powers" shall mean any powers reserved by Municipality herein or required by Law to be vested in Municipality with respect to the Assets.

"Retained Liabilities" shall mean all liabilities other than the Assumed Liabilities and shall include all liabilities of Municipality relating to or, in any manner, arising from Municipality's ownership or operation of the Assets on or prior to the Closing Date including: (i) all liabilities arising out of or relating to services, work or projects performed by or on behalf of Municipality; (ii) all debts, covenants, liabilities and obligations for the payment of sums to bondholders or creditors in connection with general obligation bonds, loans, or other instruments; (iii) all liabilities to any employee of Municipality under any contracts, agreements or plans or benefits or relating to payroll, vacation, sick leave, severance, termination, retention, worker's compensation, unemployment benefits, pension benefits, health care plans or benefits or any other employee plans or benefits of any kind for Municipality's employees or former employees or both; (iv) all liabilities arising out of or relating to any contracts made or services, work, projects, supplies or materials provided by or on behalf of Municipality; (v) all liabilities arising out of or connected with any breach or alleged breach of or in connection with contracts made by or on behalf of Municipality regarding or relating to the Assets or violation of any applicable Laws by Municipality; (vi) any and all liabilities for any Actions, Liens, claims, suits or demands of any kind asserted, brought or filed by any person arising out of or connected with any negligence of Municipality or Municipality's operation of the Transferred Assets; (vii) any liability arising out of Illegal Connections, including removal of such Illegal Connections; (viii) any liability arising out of Unauthorized Connections, including either removal of such Unauthorized Connections or obtaining required authorizations for such Unauthorized Connections; and (ix) any liability arising out of Direct Connections, including liability to property owners for sewer backups; provided, however, that any liability arising out of Direct

Connections (other than Illegal Connections and/or Unauthorized Connections) arising primarily out of ALCOSAN's negligent acts or omissions shall not constitute Retained Liabilities.

The Retained Liabilities referenced herein shall be subject to the time periods set forth in Section 8.10 of this Agreement.

"Right-of-Entry License" shall have the meaning set forth in Section 7.2.

"Title Defects" shall mean (a) any Assets that are not located within the boundary lines of (i) real property owned by Municipality, or (ii) real property interests granted to Municipality by third-parties, including easements, rights-of-way, access agreements, licenses and permits, and (b) any Assets as to which Municipality does not have the right to access from a public right-of-way for the purposes of inspection, maintenance, repair and replacement. Title Defects shall include all Known Title Defects.

"Transaction Documents" shall have the meaning set forth in Section 5.2.

"Transferred Assets" shall have the meaning set forth in Section 2.1.

"Unauthorized Connection" shall mean a Direct Connection to the Transferred Assets made without required approval from Municipality, ACHD or DEP, as applicable, that carries only sanitary sewage and no other substance or material.

"Wet Weather Plan" shall have the meaning set forth in the recitals.

1.2 The word "include" shall mean "include, without limitation," and the word "including" shall mean "including, but not limited to."

1.3 The words "and" or "or" shall mean and include both the conjunctive and the disjunctive whenever necessary or advisable to give the provision its intended meaning and effect.

ARTICLE 2 — TRANSFER OF ASSETS

2.1 Transfer of Assets. On the Closing Date, Municipality will transfer, convey, assign and deliver to ALCOSAN all of Municipality's rights, title and interest in the following (the "Transferred Assets"):

(a) the Assets, subject to the Permitted Encumbrances;

(b) to the extent legally permissible (subject to Municipality using commercially reasonable efforts to render such transfer, conveyance, assignment and delivery legally permissible, including without limitation and as applicable, obtaining approval of the Allegheny County Orphans' Court and/or any other required consent), all real property interests of Municipality primarily used or necessary in the operation of the Assets, including (i) the granting of easements with respect to such real property interests held by Municipality in fee, and (ii) the transfer or assignment of such real property interests granted to Municipality by third-parties, including all easements, rights-of-way, access agreements, licenses and permits identified on Schedule 2.1(b);

(c) to the extent legally permissible, all Licenses and Permits owned, held, possessed or entitled in the name of Municipality, or in which Municipality has rights;

(d) copies of all files, information, books, blueprints, maps, diagrams, ledgers, surveys, reports, instruments, real estate records, engineering information, inspection records, books of account and other management documents, resolutions, rules and regulations, and all other records relating to the Assets, as listed on **Schedule 2.1(d)**; and

(e) all assignable warranties, indemnities and guarantees, if any, related to or necessary for the operation of the Assets, including those warranties, indemnities and guarantees identified on **Schedule 2.1(e)**.

2.2 **Excluded Assets.** Notwithstanding any other provision hereof, the Transferred Assets do not include any assets listed on **Schedule 2.2** (the “Excluded Assets”).

2.3 **Consideration.** The consideration for the transfer of the Transferred Assets from Municipality to ALCOSAN shall be the assumption of the Assumed Liabilities, the execution and delivery of the other Transaction Documents and the performance of the obligations set forth in this Agreement. The parties acknowledge and agree that the consideration provided for in this Agreement represents fair consideration and reasonable equivalent value for the transfer of the Transferred Assets and the transactions, covenants and agreements set forth in this Agreement, which consideration was agreed upon as the result of arm's length good faith negotiations between the parties and their respective representatives.

2.4 **Assumed Liabilities.** Subject to Section 2.5 and all other terms and conditions in this Agreement, ALCOSAN shall assume, implement, perform and discharge only those duties, liabilities, obligations, and responsibilities (collectively, the “Assumed Liabilities”) of Municipality as they pertain exclusively to the Transferred Assets arising after the Closing Date, including (in each case only to the extent arising after the Closing Date):

(a) all work relating to the operation, inspection, maintenance/repair and replacement of the Transferred Assets, other than work described in Section 3.8 and Section 3.9 hereof; (b) all measures relating to the future upgrade of the Transferred Assets in the Municipal Feasibility Study, subject to and in accordance with the Modified Consent Decree; and (c) all work relating to the design, installation, operation, inspection and maintenance/repair of any project proposed in the Municipal Feasibility Study for new or upgraded facilities specified to address performance or capacity issues relating to the Transferred Assets that has been approved by the Regulatory Agencies in a legally binding document, including a consent order if necessary; provided, however, that if ALCOSAN obtains approval from the Regulatory Agencies to eliminate the proposed project or defer or implement a modification of the originally proposed project, then ALCOSAN shall not be required to complete such project or shall complete such project as modified. Municipality acknowledges and agrees that following the transfer, ALCOSAN may negotiate with the Regulatory Agencies, for the purpose of complying with its Modified Consent Decree obligations in a cost effective manner and realizing the benefits of regionalization, any project or projects, including the scope and schedule thereof, originally proposed in the Municipal Feasibility Study that relate directly or exclusively to the Transferred Assets, which may result in the elimination, deferral, or modification of the project or projects

proposed in the Municipal Feasibility Study. For the avoidance of doubt, this Section 2.4 is not intended to expand any obligations of Municipality under the Municipal Feasibility Study.

2.5 Retained Liabilities. Municipality shall retain, remain and be solely responsible for the timely and complete payment, performance and discharge of all of the Retained Liabilities.

ARTICLE 3 — REPRESENTATIONS AND WARRANTIES BY MUNICIPALITY

Municipality hereby represents and warrants to ALCOSAN, as of the Closing Date, as follows:

3.1 Authorization. Municipality has full power and authority to make, execute, deliver and perform the Transaction Documents.

3.2 Execution. This Agreement has been, and on the Closing Date the other Transaction Documents will be, duly and validly executed and delivered by Municipality and have been or shall be duly authorized by all necessary or advisable governmental and other action all as required by applicable Laws and constitutes (or upon such execution and delivery will constitute) legal, valid and binding obligations of Municipality enforceable against Municipality in accordance with all of the terms and provisions in this Agreement.

3.3 No Conflicts. Other than those consents identified on Schedule 3.3 (the “Required Consents”), the execution, delivery and performance of this Agreement by Municipality and the consummation by Municipality of the transactions contemplated in this Agreement will not: (a) breach or result in a default (or an event which, with the giving of notice or the passage of time, or both, would constitute a default) or otherwise give any person a basis for accelerated or increased rights or termination or nonperformance under any agreements by which Municipality or the Transferred Assets are bound; (b) result in the violation of any provision of applicable Laws or any of the Licenses and Permits; or (c) result in the creation or imposition of any Liens upon any Transferred Assets.

3.4 Title to Property; Encumbrances. Excepting Permitted Encumbrances, to Municipality’s Knowledge, Municipality has valid and marketable title to the Transferred Assets free and clear of all Liens and other encumbrances. Except as set forth on Schedule 3.4 (the “Known Title Defects”), to Municipality’s Knowledge, there are no Title Defects.

3.5 Litigation. Other than as listed on Schedule 3.5, there is no suit, Action, arbitration, claim, proceeding or investigation pending or threatened against Municipality or any of the Transferred Assets, and there are no facts or circumstances which could reasonably form the basis of any such suit, Action, arbitration, claim, proceeding or investigation.

3.6 Licenses and Permits. Schedule 3.6 contains a complete and correct list of all Licenses and Permits, all of which have been duly issued and are valid and in good standing with no unsatisfied condition or qualification. Municipality is in compliance with the terms and conditions of, and has performed all obligations under, all such Licenses and Permits. Municipality has not received any notice of non-renewal of any such Licenses and Permits.

3.7 Compliance with Laws. Except as identified in the Consent Order or on Schedule 3.7,

the Transferred Assets and Municipality's past and present operation thereof are in compliance with all applicable Laws.

3.8 Inspection; Maintenance/Repair and Source Reduction. Municipality has (a) completed, to ALCOSAN's satisfaction, the inspection and maintenance/repairs with respect to the program as required by the Consent Order; and (b) implemented, as applicable, the CSO Nine Minimum Controls Plan and the Operation and Maintenance Plan with respect to the Assets.

3.9 Repair of Significant Defects. Municipality has completed, to ALCOSAN's satisfaction and in accordance with any applicable Repair Plan, the repair and rehabilitation of items identified as significant defects in the Defect Report attached hereto as Exhibit B, except those items as to which Municipality has entered into a Post-Closing Repair and Reimbursement Agreement as of the date hereof (the "Post-Closing Repair and Reimbursement Agreement"), pursuant to which ALCOSAN has agreed to complete such repair and rehabilitation on behalf of Municipality, and Municipality has agreed to reimburse ALCOSAN for the agreed upon costs thereof, in accordance with the terms and conditions of the Post-Closing Repair and Reimbursement Agreement.

3.10 AS-IS WHERE-IS. Except for Title Defects and as otherwise set forth in this Agreement, the parties agree that Municipality is conveying the Transferred Assets to ALCOSAN in an "as-is, where-is" condition. Except as set forth in this Agreement, neither Municipality nor anyone acting on behalf of Municipality has made any representation or warranty, express or implied, to ALCOSAN with respect to Municipality or the Assets.

ARTICLE 4 — REPRESENTATIONS AND WARRANTIES OF ALCOSAN

ALCOSAN hereby represents and warrants to Municipality, as of the Closing Date, as follows:

4.1 Authorization. ALCOSAN has full power and authority to make, execute, deliver and perform the Transaction Documents.

4.2 Execution. This Agreement has been, and on the Closing Date the other Transaction Documents will be, duly and validly executed and delivered by ALCOSAN and have been or shall be duly authorized by all necessary or advisable governmental and other action all as required by applicable Laws and constitutes (or upon such execution and delivery will constitute) legal, valid and binding obligations of ALCOSAN enforceable against ALCOSAN in accordance with all of the terms and provisions in this Agreement.

4.3 No Conflicts. The execution, delivery and performance of this Agreement by ALCOSAN and the consummation by ALCOSAN of the transactions contemplated in this Agreement will not: (a) breach or result in a default (or an event which, with the giving of notice or the passage of time, or both, would constitute a default) or otherwise give any person a basis for accelerated or increased rights or termination or nonperformance under any agreement by which ALCOSAN is bound or (b) result in the violation of any provision of applicable Laws.

4.4 No Other Representations. Except for the representations and warranties made in this Article 4, Municipality understands and agrees that neither ALCOSAN nor anyone acting on its

behalf makes any express or implied representations or warranties with respect to the transactions contemplated by this Agreement.

ARTICLE 5 — CLOSING DELIVERABLES

5.1 Closing. The closing of the transactions contemplated by this Agreement (the “Closing”) will take place on the Closing Date at such place as the parties may mutually agree.

5.2 Closing Date Deliverables of Municipality. On the Closing Date, Municipality shall have executed and delivered to ALCOSAN the following documents and instruments, in form and substance reasonably satisfactory to ALCOSAN and its counsel, as are necessary or desirable in order to consummate the transactions contemplated hereby, each dated as of the Closing Date (together with this Agreement, the “Transaction Documents”):

- (a) a Bill of Transfer in substantially the form of **Exhibit C**;
- (b) an Assignment and Assumption Agreement in substantially the form of **Exhibit D** (the “Assignment and Assumption Agreement”);
- (c) any deeds, easements, rights-of-way, assignments, and licenses of all real property interests of Municipality that are part of the Transferred Assets in recordable form, together with and including the Right-of-Entry License in substantially the form of **Exhibit E**; and
- (d) as applicable, the Post-Closing Repair and Reimbursement Agreement in substantially the form of **Exhibit F**.

5.3 Consents and Approvals. Municipality shall have delivered to ALCOSAN each Required Consent as of the Closing Date, except as may otherwise be provided in the Assignment and Assumption Agreement.

5.4 Closing Date Deliverables of ALCOSAN. ALCOSAN and any other parties thereto (other than Municipality) shall have executed and delivered to Municipality the following documents and instruments, in form and substance reasonably satisfactory to Municipality and its counsel, as are necessary or desirable in order to consummate the transactions contemplated hereby, each dated as of the Closing Date:

- (a) the Assignment and Assumption Agreement;
- (b) any deeds, easements, rights-of-way, assignments, and licenses of all real property interests that are part of the Transferred Assets in recordable form, together with and including the Right-of-Entry License; and
- (c) as applicable, the Post-Closing Repair and Reimbursement Agreement.

5.5 Issuance or Transfer of Permits by Regulatory Agencies. ALCOSAN shall have received from the Regulatory Agencies approval of all required WQM II Permits and NPDES Permits, as applicable, or the transfer of same by Municipality.

ARTICLE 6 — INDEMNIFICATION AND RELEASE

6.1 Indemnification.

(a) ALCOSAN Indemnification of Municipality. From and after the Closing Date, ALCOSAN shall release, defend, indemnify and hold Municipality harmless from and against any and all Damages arising out of or relating to (i) the Assumed Liabilities, (ii) the failure by ALCOSAN to perform or observe any agreement or condition to be performed or observed by ALCOSAN pursuant to this Agreement, and (iii) any misrepresentation or breach of warranty under Article 4.

(b) Municipality Indemnification of ALCOSAN. From and after the Closing Date (subject to the last sentence of Section 8.9 and Section 8.10), Municipality shall release, defend, indemnify and hold ALCOSAN harmless from and against any and all Damages arising out of or relating to (i) the Retained Liabilities, (ii) the Excluded Assets, (iii) the failure by Municipality to perform or observe any agreement or condition to be performed or observed by Municipality pursuant to this Agreement, (iv) any misrepresentation or breach of warranty under Article 3, (v) the Non-Public Title Defects, and (vi) the Public Title Defects. Notwithstanding the foregoing, Municipality shall not be obligated to indemnify ALCOSAN pursuant to Section 6.1(b)(vi) for permit fees or other fees charged by a Governmental Authority or railroad in the ordinary course of operation and maintenance of the Transferred Assets subject to a Public Title Defect except to the extent such Damages arose because the Transferred Assets were improperly located within the subject real property without the right to do so.

(c) Indemnification Procedure. In the event of a claim for Damages pursuant to this Article 6, the parties shall follow the procedures set forth in **Exhibit G** attached hereto and incorporated herein by this reference.

ARTICLE 7 — COVENANTS

7.1 Responsibility for Closing Costs.

(a) In connection with the conveyance of the Transferred Assets to ALCOSAN, ALCOSAN shall pay or cause to be paid (i) counsel fees of ALCOSAN and any other consultants, brokers, or other advisors retained by ALCOSAN, (ii) the cost of any due diligence investigations performed by ALCOSAN with respect to the Assets, (iii) all survey costs, (iv) all costs of recordation in connection with the deeds/recordable instruments except those required to clear title to the Assets, (v) fifty percent (50%) of all realty transfer tax, if any, in connection with the deeds/recordable instruments (except with respect to those required to clear title as to which ALCOSAN shall have no responsibility to pay any applicable transfer tax), and (vi) all other costs and expenses of ALCOSAN in connection with the transactions contemplated by this Agreement.

(b) In connection with the conveyance of the Transferred Assets to ALCOSAN, Municipality shall pay or cause to be paid (i) counsel fees of Municipality and any other consultants, brokers, or other advisors working with or providing assistance to Municipality, (ii) the costs of all application, review and other fees required by third-parties (including any Governmental Authority) in connection with obtaining the Required Consents and any other

approvals to transfer, convey, assign and deliver the Transferred Assets to ALCOSAN, (iii) all costs of preparation of the deeds/recordable instruments, (iv) all costs of recordation in connection with deeds/recordable instruments required to clear title to the Assets, (v) fifty percent (50%) of all realty transfer tax, if any, in connection with the deeds/recordable instruments (except with respect to those required to clear title as to which Municipality shall pay one hundred percent (100%) of any applicable transfer tax), and (vi) all other costs and expenses of Municipality in connection with the transactions contemplated by this Agreement.

7.2 Access Rights. Pursuant to the Right-of-Entry License and Release entered into between Municipality and ALCOSAN as of the date hereof (the “Right-of-Entry License”), ALCOSAN shall be permitted to access, maintain, repair or replace any of the Transferred Assets located within property or rights-of-way owned or controlled by Municipality, and Municipality shall waive and otherwise not charge ALCOSAN any permit or other fees relating to such access, maintenance, repair and replacement; provided, however, in the event ALCOSAN damages the property owned or benefiting Municipality, ALCOSAN shall be responsible for the repair of same in accordance with the terms and conditions of the Right-of-Entry License.

7.3 Minimum Controls. From and after the Closing, Municipality shall comply with, as applicable to Municipality, the CSO Nine Minimum Controls Plan submitted to DEP (the “CSO Nine Minimum Controls Plan”) and the Operation and Maintenance Plan submitted to the ACHD (the “Operation and Maintenance Plan”) with respect to the Excluded Assets, the Retained Liabilities and any other portion of its sewer system not conveyed to ALCOSAN hereunder.

7.4 Permit Transfer. Municipality and ALCOSAN acknowledge and agree that Municipality and ALCOSAN shall cooperate to apply for and pursue (a) the transfer of the Permits from the Regulatory Agencies referenced in Section 5.5 from Municipality to ALCOSAN, (b) the transfer of such other Licenses and Permits from Municipality to ALCOSAN for which Required Consents must be obtained, and (c) the re-issuance or issuance of such Licenses and Permits to ALCOSAN as may otherwise be required to effectuate the purposes of this Transfer Agreement. In furtherance of such cooperation and to the extent legally permissible, Municipality shall execute all documents required by all applicable Regulatory Agencies, Governmental Authorities, and other third-parties to effect the appointment of ALCOSAN as operator under such Licenses and Permits and shall authorize ALCOSAN to commence operations as operator under such Licenses and Permits, and ALCOSAN acknowledges and agrees that it shall indemnify Municipality from and against all Damages incurred or suffered as a result of ALCOSAN’s acts or omissions under or with respect to such Licenses and Permits; provided, however, that such indemnification shall apply only if Municipality provided a copy of such Licenses and Permits to ALCOSAN or otherwise provided written notice to ALCOSAN of all of Municipality’s obligations thereunder prior to the Closing Date.

7.5 Future Development. From and after the Closing, Municipality shall not object to future development in other municipalities, provided that such future development is supported by a final and non-appealable DEP-approved Act 537 plan/study or an amendment to an existing Act 537 plan/study and related Chapter 94 planning modules (or such other comparable DEP approvals under then applicable Laws), based solely upon existing or projected additional sewage flows through sewer lines located within Municipality unless such projected flows shall

adversely affect Municipality's compliance with Laws or its obligations under a consent order or legally enforceable obligation.

7.6 Direct Connections. From and after the Closing, Municipality acknowledges and agrees that ALCOSAN will not be required to permit any Direct Connections. In the event that any owner of property located in Municipality desires to connect to any Transferred Asset, ALCOSAN shall have the right to review any such proposed connection in advance and either approve or disapprove the proposed connection. If such proposed connection is approved by ALCOSAN, such connection shall not be a Direct Connection to the Transferred Asset but shall be a connection to a stub connection line between the Transferred Asset and the property owner's service lateral, which stub connection line shall be owned by Municipality and shall be equal to, as measured from the point of connection with the Transferred Asset, the first ten feet (10') in length of such lateral line or such greater or lesser portion as shall be approved by ALCOSAN. Any approved connection must be in accordance with ALCOSAN specifications, and ALCOSAN shall charge Municipality a fee to cover the reasonable cost of the review and approval process, which fee may be paid by Municipality or the property owner, as applicable.

7.7 Grant of Easement or Right-of-Way. Municipality acknowledges and agrees that the Modified Consent Decree contemplates that ALCOSAN will assume responsibility for certain future sewer improvements, including without limitation future wet weather compliance facilities, many of which would otherwise be the obligation of Municipality, and that such improvements and facilities will require Municipality to grant to ALCOSAN certain temporary and/or permanent easements or rights-of-way on property owned or controlled by Municipality. From and after the Closing, Municipality covenants and agrees to grant to ALCOSAN such temporary and/or permanent easements or rights-of-way to the extent reasonably required by ALCOSAN in connection with any such improvements and facilities, located within public rights-of-way or otherwise on property owned or controlled by Municipality, subject to the following: (a) ALCOSAN will endeavor to use existing easements and rights-of-way for such improvements and facilities to the extent reasonably practicable and feasible, (b) ALCOSAN will endeavor to keep such improvements and facilities underground, to the extent reasonably practicable and feasible, (c) with respect to such improvements and facilities as to which underground locations are not reasonably practicable or feasible and which therefore require permanent above-ground locations, ALCOSAN and Municipality will cooperate in good faith to agree upon locations that permit the optimal functioning of such improvements and facilities while, to the extent reasonably practicable and feasible, preserving the essential character of the public space, and (d) any such grant by Municipality to ALCOSAN will be at no cost to ALCOSAN.

7.8 Stream Removal. To the extent (a) ALCOSAN undertakes any stream removal projects within Municipality to meet obligations under the Modified Consent Decree and/or (b) the proposed stream removal project contributes to Municipality's specific obligations for source reduction under a Consent Order requirement, then Municipality agrees to reasonably cooperate with ALCOSAN in connection with, and participate in, such stream removal projects. Said cooperation and participation shall be in good faith, with the specific terms and estimated costs to be agreed upon in advance; provided Municipality's share shall not exceed twenty percent (20%) of the project costs. The parties will reasonably cooperate to seek third-party funding sources such as grants and low-interest loans to apply towards the costs of such stream removal

projects.

7.9 Manholes and CCTV. Municipality shall locate and allow ALCOSAN to inspect any manholes that were not located and inspected during ALCOSAN's initial inspection, and ALCOSAN shall repair such manholes, as needed. Municipality shall clean, CCTV, and inspect any pipe segments that were not cleaned, CCTV-ed, and inspected during ALCOSAN's initial inspection, and Municipality shall repair such pipe segments, as needed. ALCOSAN will not accept any pipe segments that have not been cleaned, CCTV-ed, and inspected prior to transfer.

ARTICLE 8 — MISCELLANEOUS

8.1 Notices. Any notice required or desired to be given to a person under the provisions in this Agreement shall be in writing and either personally delivered or delivered by sending the notice by certified mail, return receipt requested, postage prepaid, or a reliable and reputable overnight courier service, charges prepaid, to the address set forth below. Notice pursuant to this paragraph shall be conclusively deemed to have been given to the person entitled thereto, upon the earlier of actual receipt or the second business day after deposit in the United States mail or the next business day after timely deposit with an overnight courier service for delivery to that person.

Notices are to be addressed as follows:

To ALCOSAN:

ALCOSAN
3300 Preble Avenue
Pittsburgh, PA 15233
Attention: Executive Director

With a copy to:

ALCOSAN
3300 Preble Avenue
Pittsburgh, PA 15233
Attention: Director of Regional Conveyance

To Municipality:

Township of Upper St. Clair
1820 McLaughlin Run Road
Upper St. Clair, PA 15241
Attention: Township Manager

With a copy to:

Township of Upper St. Clair
1820 McLaughlin Run Road
Upper St. Clair, PA 15241
Attention: President, Board of Commissioners

Whenever any notice or other communication is required to be given pursuant to the provisions of this Agreement, a waiver thereof, in writing, signed by the person entitled to such notice, whether before or after the time stated therein, shall be deemed to be delivery of notice for the purposes of this Agreement.

8.2 Effect of Waiver or Consent. No course of dealing, custom or conduct nor any delay or failure on the part of Municipality or ALCOSAN to exercise any right, power or remedy shall be or be deemed a waiver or release of such right, power or remedy or otherwise prejudice or impair the rights, powers, benefits or remedies of Municipality or ALCOSAN. No waiver or release by Municipality or ALCOSAN shall be valid or binding unless given in a writing signed by

Municipality or ALCOSAN to be charged with the waiver or release. A waiver or consent, express or implied, to or of any breach or default by any party in the performance by that party of any of its/his duties or obligations with respect to this Agreement is not a consent or waiver to or of any other breach or default in the performance by that party or any other party of the same or any other duties or obligations of that party or any other party with respect to this Agreement. Failure on the part of a party to declare any party in default or breach with respect to this Agreement, irrespective of how long that failure continues, does not constitute a waiver or release by that party of its rights with respect to that default or breach until the period of the applicable statute of limitations has expired.

8.3 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. If executed in multiple counterparts, this Agreement shall become binding when any counterpart or counterparts, individually or taken together, bear the signatures of all of the parties. This Agreement, to the extent signed and delivered by means of facsimile machine or other electronic transmission (including .pdf), shall be treated in all manner and respects and for all purposes as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. Neither party shall raise the use of facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement was transmitted or communicated through the use of facsimile machine or other electronic transmission as a defense to the formation or enforceability of the Agreement and each party forever waives any such defense.

8.4 Amendments and Binding Effect. All amendments to this Agreement must be in writing, signed by Municipality and ALCOSAN and shall take effect immediately. Oral agreements to amend or change this Agreement, or any part thereof, shall not be valid or binding and Municipality and ALCOSAN, for themselves and their successors, fully and forever waive and release any and all rights to make, assert or claim that this Agreement has been amended by an oral agreement. This Agreement and all provisions herein shall be binding upon and inure to the benefit of Municipality and ALCOSAN and their respective successors; provided that neither party may assign or transfer any of its rights or interests under this Agreement without first obtaining the prior written consent of the other party which consent will not be unreasonably withheld, delayed or conditioned.

8.5 Governing Law. This Agreement and the rights and duties of Municipality and ALCOSAN shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

8.6 Severability. If any provision in this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable to any extent as to any person or circumstance under any present or future Laws, such findings shall not render that provision invalid or unenforceable as to any other persons or circumstances.

8.7 Interpretation and Construction. In no event shall any construction, interpretation, enforcement, presumption or inference, in favor of or against Municipality, ALCOSAN or any person be made as a consequence of the identity of the draftsman of this Agreement.

Municipality and ALCOSAN covenant and agree that this Agreement shall be construed and interpreted in a neutral manner and in interpreting this Agreement, there shall be no presumption or inference, by operation of law or otherwise, that any provision or part of this Agreement shall be more strictly construed against any person for any reason whatsoever. In interpreting this Agreement, the use of any gender shall include all genders; the singular shall include the plural and the plural the singular and words used in the past or present tense shall include the future whenever necessary or advisable to produce the intended meaning or effect unless the application of the foregoing would result in a construction inconsistent with the manifest intent or objectives of the Agreement. All references to annexes, schedules or exhibits are to annexes, schedules or exhibits attached hereto, each of which is incorporated herein and made a part hereof for all purposes. The paragraph headings in this Agreement are for convenience only; they do not form a part of this Agreement and shall not affect or be used in its construction or interpretation. The provisions in this Agreement, in all circumstances, shall always control and supersede any course of conduct, dealing, performance, custom or usage inconsistent or in conflict with any of the provisions in this Agreement.

8.8 Further Actions. Municipality and ALCOSAN agree that each party shall cooperate fully and act in good faith with the other party and shall comply fully with all provisions and applicable Laws relating to the preparation and maintenance of complete and accurate records. If, at any time after the Closing Date, any further action is necessary or desirable to carry out the intent or any of the purposes or objectives of this Agreement, including the issuance, transfer or amendment of WQM II or NPDES permits, Municipality and ALCOSAN shall take or cause to be taken all such necessary, advisable or convenient action and execute, acknowledge, deliver and file all necessary, desirable or convenient documentation. Municipality and ALCOSAN further agree to participate in collaborative discussions to establish and implement flow reduction measures, including flow targets, which are mutually acceptable.

8.9 Survival. All representations, warranties, covenants and agreements of the parties contained in this Agreement and in any other agreements, documents or certificates executed or delivered by the parties pursuant to this Agreement, including the Transaction Documents, or in connection with the transactions contemplated by this Agreement will survive the execution, delivery and performance of this Agreement and the Closing. Notwithstanding the foregoing, in the absence of fraud, willful misconduct, or gross negligence of Municipality (and provided a claim has not been made with respect to such indemnification obligations under Section 6.1(c)), Municipality's indemnification obligations under Section 6.1(b)(iv) (relating to representations and warranties), Section 6.1(b)(v) (relating to Non-Public Title Defects), and Section 6.1(b)(vi) (relating to Public Title Defects) shall expire twelve (12) years following the Closing Date.

8.10 Expiration of Retained Liabilities. In the absence of fraud, willful misconduct, or gross negligence of Municipality (and provided a claim has not been made with respect to such Retained Liabilities under Section 6.1(c)), the following Retained Liabilities, as defined in Section 1.1, shall expire and cease to be Retained Liabilities, as set forth below:

- (i) "all liabilities arising out of or relating to services, work or projects performed by or on behalf of Municipality" shall expire and cease to be Retained Liabilities twelve (12) years following the Closing Date;

(ii) “all debts, covenants, liabilities and obligations for the payment of sums to bondholders or creditors in connection with general obligation bonds, loans, or other instruments” shall not expire;

(iii) “all liabilities to any employee of Municipality under any contracts, agreements or plans or benefits or relating to payroll, vacation, sick leave, severance, termination, retention, worker's compensation, unemployment benefits, pension benefits, health care plans or benefits or any other employee plans or benefits of any kind for Municipality's employees or former employees or both” shall not expire;

(iv) “all liabilities arising out of or relating to any contracts made or services, work, projects, supplies or materials provided by or on behalf of Municipality” shall expire and cease to be Retained Liabilities twelve (12) years following the Closing Date;

(v) “all liabilities arising out of or connected with any breach or alleged breach of or in connection with contracts made by or on behalf of Municipality regarding or relating to the Assets or violation of any applicable Laws by Municipality” shall expire and cease to be Retained Liabilities twelve (12) years following the Closing Date;

(vi) “any and all liabilities for any Actions, Liens, claims, suits or demands of any kind asserted, brought or filed by any person arising out of or connected with any negligence of Municipality or Municipality's operation of the Transferred Assets” shall expire and cease to be Retained Liabilities twelve (12) years following the Closing Date;

(vii) “any liability arising out of Illegal Connections, including removal of such Illegal Connections” shall expire and cease to be Retained Liabilities twelve (12) years following the Closing Date, provided that Municipality shall reasonably cooperate with ALCOSAN to remove any such Illegal Connections if so requested;

(viii) “any liability arising out of Unauthorized Connections, including either removal of such Unauthorized Connections or obtaining required authorizations for such Unauthorized Connections” shall expire and cease to be Retained Liabilities twelve (12) years following the Closing Date, provided that Municipality shall reasonably cooperate with ALCOSAN to remove any such Unauthorized Connections if so requested;

(ix) “any liability arising out of Direct Connections, including liability to property owners for sewer backups” shall expire and cease to be Retained Liabilities twelve (12) years following the Closing Date, provided that Municipality shall reasonably cooperate with ALCOSAN to remove any such Direct Connections if so requested.

8.11 Release. Municipality, and anyone claiming by, under or through it (collectively, the “Releasing Parties”), hereby absolutely, unconditionally and irrevocably releases and forever discharges ALCOSAN, and its past, present or future directors, officers, managers, employees, agents, attorneys, financial and other advisors and representatives (collectively, the “Released Parties”) from and absolutely, unconditionally and irrevocably forever waives all claims, Actions, causes of action, suits, debts, liabilities, obligations, sums of money, controversies, Damages, judgments and demands arising out of, relating to or in any way connected to any increase in ALCOSAN's system-wide rates to account exclusively for the Assumed Liabilities

hereunder and ALCOSAN's assumption of liabilities in connection with ALCOSAN's acquisition of Transferred Assets from various municipalities and municipal authorities in Allegheny County (the "Released Claims"); provided, however, that Released Claims shall not include (and the Releasing Parties shall retain all rights with respect to ALCOSAN for) any obligations of ALCOSAN arising out Section 6.1(a) of this Agreement.

8.12 Modification of Outstanding Agreements. Notwithstanding anything to the contrary herein, except for the agreements listed on **Schedule 8.12**, nothing in this Agreement is intended to amend, modify or supersede any existing agreement by and between the parties hereto and all such agreements shall remain in full force and effect following the Closing Date.

[Signature Page Follows]

IN WITNESS WHEREOF, ALCOSAN and Municipality, by their duly authorized representatives, have signed and sealed this Agreement effective as of the date first set forth above.

MUNICIPALITY:

TOWNSHIP OF UPPER ST. CLAIR

By: _____
Name:
Title:

ALCOSAN:

ALLEGHENY COUNTY SANITARY
AUTHORITY

By: _____
Name: Arletta Scott Williams
Title: Executive Director

[Signature Page to Transfer Agreement – POC # C-53]

DISCLOSURE SCHEDULES

Schedule 1.1.1 - Known Exceptions to “Illegal Connections”

DISCLOSURE SCHEDULES

Schedule 1.1.2 - Contested Liens

DISCLOSURE SCHEDULES

Schedule 2.1(b) - Third-Party Real Property Interests to be Assigned to ALCOSAN

DISCLOSURE SCHEDULES

Schedule 2.1(d) - Records of Municipality

Document Type	File Name	Document Name	Description	Original Document Date
Authorizations and Ordinances	USCL_C-53_AUTHR_1691.pdf	1929-04-28 - Ordinance No. 814 - Construction of Trunk Sanitary Sewer	Ordinance providing for the construction of a sanitary trunk sewer in MLEB & USCL serving the Seminole Hills Plan, the Beverly Heights Plan and various properties located in the Cedar Boulevard watershed	4/28/2029
Field Maintenance Repairs	USCL_C-53_RPAIR_394.pdf	950-473_950-6_REPAIR	Open Cut Pipe Repair 1735 Quigg Drive	12/31/1996
Field Maintenance Repairs	USCL_C-53_RPAIR_393.pdf	950-419_950-18_REPAIR	Repair Pipe Burst	7/30/2009
Field Maintenance Repairs	USCL_C-53_RPAIR_392.pdf	950-317_950-273_REPAIR	Open Cut Pipe Repair 1731 Quigg Drive	1/11/2006
Field Maintenance Repairs	USCL_C-53_RPAIR_391.pdf	950-316_950-473_REPAIR	Open Cut Pipe Repair 1735 Quigg Drive	12/31/1996

DISCLOSURE SCHEDULES

Schedule 2.1(e) - Warranties, Indemnities, and Guarantees

DISCLOSURE SCHEDULES

Schedule 2.2 - Excluded Assets

1. All equipment, materials, goods, merchandise, appliances, tools or supplies that have been acquired for the purpose of consumption or use in the operation and maintenance of the Assets.
2. All right, title, license and interest in and to Municipality's sewage system revenue source(s).
3. All flow control facilities (e.g., pump stations and equalization basins) and wet weather facilities, some of which may be the subject of separate transfer agreements.

DISCLOSURE SCHEDULES

Schedule 3.3 - Required Consents

DISCLOSURE SCHEDULES

Schedule 3.4 - Known Title Defects

DISCLOSURE SCHEDULES

Schedule 3.5 – Litigation

DISCLOSURE SCHEDULES

Schedule 3.6 - Licenses and Permits

DISCLOSURE SCHEDULES

Schedule 3.7 - Compliance with Laws

DISCLOSURE SCHEDULES

Schedule 8.12 - Amended, Modified or Superseded Agreements

EXHIBIT A TO TRANSFER AGREEMENT

MAPS DEPICTING ASSETS

[See Attached]

EXHIBIT B TO TRANSFER AGREEMENT

DEFECT REPORT

See that certain Significant Defect Report and Recommendations – Regionalization Implementation of Trunk Sewers Contributory to POC C-53, dated February 14, 2018 (or, if subsequently revised, such later Defect Report), delivered to Municipality by AECOM and incorporated herein by reference.

EXHIBIT C TO TRANSFER AGREEMENT

FORM OF BILL OF TRANSFER

This Bill of Transfer dated as of the __ day of _____, 202_, is executed and delivered by _____, a _____ (“Municipality”)¹ to the ALLEGHENY COUNTY SANITARY AUTHORITY, a municipal authority organized under the Municipality Authorities Act, as amended, 53 Pa. C.S.A. §§ 5601-5623 (“ALCOSAN”).

WHEREAS, Municipality and ALCOSAN entered into that certain Transfer Agreement dated as of the date hereof (the “Transfer Agreement”) pursuant to which Municipality agreed to transfer, convey, assign and deliver to ALCOSAN, and ALCOSAN agreed to accept and receive, all of Municipality’s rights, title and interest in the Transferred Assets; and

WHEREAS, the Transferred Assets include, without limitation, the Assets described in Exhibit A attached to this Bill of Transfer and incorporated herein; and

WHEREAS, Municipality and ALCOSAN are Closing the transactions set forth in the Transfer Agreement as of the date hereof; and

WHEREAS, by means of this Bill of Transfer, Municipality desires to transfer, convey, assign and deliver to ALCOSAN all of Municipality’s rights, title and interest in the Assets.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Transfer Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The above recitals are incorporated herein by this reference.
2. Capitalized words, terms and phrases used but not otherwise defined herein shall have the meanings ascribed to such words, terms and phrases in the Transfer Agreement.
3. Municipality hereby transfers, conveys, assigns and delivers to ALCOSAN, its successors and assigns, all of Municipality’s rights, title and interest in the Assets, free and clear of all liens and encumbrances other than Permitted Encumbrances.
4. This transfer, conveyance, and assignment has been executed and delivered by Municipality in accordance with, and subject to the terms and conditions of, the Transfer Agreement.
5. Nothing in this Bill of Transfer is intended to modify, amend, or alter in any

¹ In the event the transfer is between ALCOSAN and a Municipal Authority, this defined term will be changed to “Municipal Authority.”

respect the rights and obligations of the parties under the Transfer Agreement, and the Transfer Agreement shall remain in full force and effect, notwithstanding the execution and delivery of this Bill of Transfer.

6. Municipality and ALCOSAN agree to take and cause to be taken such further action to execute, deliver, and file or cause to be executed, delivered and filed, such further documents and instruments, and to obtain such further consents, as may be necessary or as may be reasonably requested in order to effectuate fully the purposes, terms and conditions of this Bill of Transfer.

7. This Bill of Transfer is binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Except for the parties to this Bill of Transfer, a successor in interest, or assignee of a party, no other person or entity is, or shall be entitled to bring any action to enforce any provision of this Bill of Transfer against any of the parties.

8. If there is a conflict between the terms of this Bill of Transfer and the Transfer Agreement, the terms of the Transfer Agreement shall control.

9. This Bill of Transfer may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Bill of Transfer delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Transfer.

10. This Bill of Transfer and the rights and duties of Municipality and ALCOSAN shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

[Remainder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Municipality and ALCOSAN, by their duly authorized representatives, have signed and sealed this Bill of Transfer effective as of the date first set forth above.

MUNICIPALITY:

[_____]

By: _____

Name:

Title:

ALCOSAN:

ALLEGHENY COUNTY SANITARY
AUTHORITY

By: _____

Name:

Title:

[Signature page to Bill of Transfer – POC # _____]

EXHIBIT A
TO BILL OF TRANSFER

ASSETS

[Description of trunk sewer lines and associated manholes to be inserted.]

EXHIBIT D TO TRANSFER AGREEMENT

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “Agreement”) is made as of the ___ day of _____, 202_ (the “Closing Date”), by and between _____, a _____ (“Municipality”)² and the ALLEGHENY COUNTY SANITARY AUTHORITY, a municipal authority organized under the Municipality Authorities Act, as amended, 53 Pa. C.S.A. §§ 5601-5623 (“ALCOSAN”).

WITNESSETH:

WHEREAS, Municipality and ALCOSAN entered into that certain Transfer Agreement dated as of the date hereof (the “Transfer Agreement”) pursuant to which Municipality agreed to transfer, convey, assign and deliver to ALCOSAN, and ALCOSAN agreed to accept and receive, all of Municipality’s rights, title and interest in the Transferred Assets; and

WHEREAS, the Transferred Assets include, without limitation, certain real property interests of Municipality primarily used or necessary in the operation of the Assets, which real property interests include, without limitation, those easements, rights-of-way, access agreements, licenses and permits granted to Municipality by third-parties as described in Exhibit A attached to this Agreement and incorporated herein (collectively, the “Third-Party Real Property Interests”); and

WHEREAS, the Transferred Assets further include, without limitation, certain Licenses and Permits owned, held, possessed or entitled in the name of Municipality, or in which Municipality has rights, as described in Exhibit B attached to this Agreement and incorporated herein; and

WHEREAS, the Transferred Assets further include, without limitation, certain books, records, and other information relating to the Assets, as described in Exhibit C attached to this Agreement and incorporated herein (collectively, the “Records”); and

WHEREAS, the Transferred Assets further include, without limitation, certain warranties, indemnities, and guarantees related to or necessary for the operation of the Assets, as described in Exhibit D attached to this Agreement and incorporated herein (collectively, the “Warranties,” and together with the Third-Party Real Property Interests, the Licenses and Permits, and the Records, the “Assigned Assets”).

WHEREAS, Municipality and ALCOSAN are Closing the transactions set forth in the Transfer Agreement as of the date hereof; and

² In the event the transfer is between ALCOSAN and a Municipal Authority, this defined term will be changed to “Municipal Authority.”

WHEREAS, pursuant to and in accordance with the Transfer Agreement, Municipality has agreed to transfer, convey, assign and deliver to ALCOSAN all of Municipality's rights, title and interest in the Assigned Assets, and ALCOSAN has agreed to assume, implement, perform and discharge the Assumed Liabilities of Municipality as they pertain exclusively to the Transferred Assets arising after the Closing Date, all subject to the terms and conditions set forth in the Transfer Agreement; and

*[WHEREAS, it is currently unknown to Municipality whether certain of the Assigned Assets are in continuing force and effect, and whether they affect any part of the Assets, which uncertainties may be determined after the Closing Date and the consequences of such determinations, if any, noted as amendments to this Agreement.]*³

NOW, THEREFORE, in consideration of the mutual promises set forth in the Transfer Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The above recitals are incorporated herein by this reference.
2. Definitions. Capitalized words, terms and phrases used but not otherwise defined herein shall have the meanings ascribed to such words, terms and phrases in the Transfer Agreement.
3. Assignment. Municipality hereby transfers, conveys, assigns, and delivers to ALCOSAN, its successors and assigns, all of Municipality's rights, title and interest in the Assigned Assets.
4. Assumption. ALCOSAN hereby accepts the foregoing transfer, conveyance and assignment and hereby assumes and agrees to implement, perform and discharge (and/or cause to be implemented, performed and discharged) the Assumed Liabilities of Municipality as they pertain exclusively to the Transferred Assets arising after the date hereof *[and only to the extent any such duties, liabilities, obligations and responsibilities apply to the Assets]*.
5. Consent and Postponement. Notwithstanding the provisions of Section 3 and Section 4 above, this Agreement shall not be construed as an agreement to transfer, convey, assign and deliver any Assigned Asset that by its terms or pursuant to law is not capable of being transferred, conveyed, assigned or delivered without the consent or waiver of a third party (each, a "Consent") unless and until such Consent shall be given (each such Assigned Assets requiring Consent, a "Deferred Item"). Except with respect to those particular Assigned Assets identified on the Exhibits to this Agreement (the "Mandatory Items"), which shall not be Deferred Items and must be transferred, conveyed, assigned and delivered to ALCOSAN with the appropriate Consents prior to Closing, each of Municipality and ALCOSAN shall use commercially reasonable efforts to obtain such Consents as are required for the Deferred Items as promptly as practicable following the Closing Date, and at the time each such Consent is received, the

³ Bracketed and italicized wording throughout this Agreement is intended to accommodate isolated situations in order to facilitate transfer and may not apply in every instance.

applicable Deferred Item to which such Consent relates shall be deemed to have been automatically transferred, conveyed, assigned and delivered by Municipality effective retroactive to the Closing Date without the necessity of further action by Municipality and ALCOSAN.

6. Limited Agency. Effective as of the Closing Date until any such Consents are obtained or until either party notifies the other of its desire to suspend efforts to obtain any such Consents, to the extent legally permissible, ALCOSAN shall perform, as agent of Municipality, all of the Assumed Liabilities relating to the Deferred Items to the extent ALCOSAN would have been responsible therefor under this Agreement, and shall receive all the benefits of the Deferred Items to the extent ALCOSAN would have been entitled thereto under this Agreement, if the Consents relating to such Deferred Items had been obtained.

7. [Shared Rights and Responsibilities. *Notwithstanding the provisions of Section 3 and Section 4 above, if any Assigned Asset sets forth (or results in) rights and/or responsibilities that affect both (i) all or part of the Transferred Assets and the Assumed Liabilities and (ii) all or part of the Excluded Assets and the Retained Liabilities, then the assignment and acceptance pursuant to Sections 3 and 4 will be of rights and/or responsibilities severally shared between Municipality and ALCOSAN in such proportions as the parties may reasonably agree based on the relative effect on each party of the benefits and burdens relating to such Assigned Asset.]*⁴

8. [Post-Closing Due Diligence. *If, after the Closing Date, it is determined that any of the Assigned Assets is no longer in force and effect and/or does not affect any part of the Assets, then by one or more signed amendments to this Agreement the parties shall, from time to time, remove any such Assigned Asset from the applicable Exhibit hereto and from the assignment and assumption intended by this Agreement, each effective as of the Closing Date.]*⁵

9. Relation to Transfer Agreement. Nothing in this Agreement is intended to modify, amend, or alter in any respect the rights and obligations of the parties under the Transfer Agreement, and the Transfer Agreement shall remain in full force and effect, notwithstanding the execution and delivery of this Agreement.

10. Further Assurances. Municipality and ALCOSAN agree to take and cause to be taken such further action to execute, deliver, and file or cause to be executed, delivered and filed, such further documents and instruments, and to obtain such further consents, as may be necessary or as may be reasonably requested in order to effectuate fully the purposes, terms and conditions of this Agreement.

11. Successors and Assigns; No Third-Party Beneficiaries. This Agreement is binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Except for the parties to this Agreement, a successor in interest, or assignee of a party, no other person or entity is, or shall be entitled to bring any action to enforce

⁴ Examples might include a blanket warranty covering both assets assigned to ALCOSAN and assets retained by Municipality or a third-party easement granting rights-of-way over property required to access both assets assigned to ALCOSAN and assets retained by Municipality.

⁵ This provision allows for post-closing adjustments, if required.

any provision of this Agreement against any of the parties.

12. Conflicts. If there is a conflict between the terms of this Agreement and the Transfer Agreement, the terms of the Transfer Agreement shall control.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

14. Governing Law. This Agreement and the rights and duties of Municipality and ALCOSAN shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

[Remainder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Municipality and ALCOSAN, by their duly authorized representatives, have signed and sealed this Assignment and Assumption Agreement effective as of the date first set forth above.

MUNICIPALITY:

[_____]

By: _____
Name:
Title:

ALCOSAN:

ALLEGHENY COUNTY SANITARY
AUTHORITY

By: _____
Name:
Title:

[Signature page to Assignment and Assumption Agreement – POC # _____]

EXHIBIT A

TO ASSIGNMENT AND ASSUMPTION AGREEMENT

THIRD-PARTY REAL PROPERTY INTERESTS

[List of Third-Party Real Property Interests to be inserted; identify those that require Consent to transfer; and identify Mandatory Items as to which required Consents must be in hand at Closing and cannot be deferred post-closing.]

EXHIBIT B

TO ASSIGNMENT AND ASSUMPTION AGREEMENT

LICENSES AND PERMITS

*[List of all Licenses and Permits to be inserted; identify those that require Consent to transfer;
and identify Mandatory Items as to which required Consents must be in hand at Closing and
cannot be deferred post-closing.]*

EXHIBIT C

TO ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDS

[List of Records to be inserted; identify those that require Consent to transfer; and identify Mandatory Items as to which required Consents must be in hand at Closing and cannot be deferred post-closing.]

EXHIBIT D

TO ASSIGNMENT AND ASSUMPTION AGREEMENT

WARRANTIES

[List of Warranties to be inserted; identify those that require Consent to transfer; and identify Mandatory Items as to which required Consents must be in hand at Closing and cannot be deferred post-closing.]

EXHIBIT E TO TRANSFER AGREEMENT

FORM OF RIGHT-OF-ENTRY LICENSE AND RELEASE
(Regionalization Program)

Between
[Municipality]
And
Allegheny County Sanitary Authority

IN CONSIDERATION of the mutual promises set forth in that certain Transfer Agreement entered into between the _____ of _____ (“Municipality”)⁶ and the Allegheny County Sanitary Authority (“ALCOSAN”) of near or even date herewith (the “Transfer Agreement”), and in further consideration of the benefits that will inure to Municipality and to property owned or controlled by Municipality, whether located within or outside Municipality, as depicted on the maps attached as Exhibit A to the Transfer Agreement and incorporated herein by reference (the “Property”), Municipality, for itself, its agents, representatives, successors and assigns, does hereby grant permission to ALCOSAN, its sundry departments, officers, representatives, agents, contractors and employees, the right of access to enter upon the Property, from time to time and as deemed by ALCOSAN to be necessary or desirable, for the purposes of maintaining, repairing, and replacing certain intermunicipal trunk sewer lines and associated manholes that connect to such sewer lines as identified in the Transfer Agreement, and restoring any resulting disturbed area, as practical, at ALCOSAN’s cost and expense, and otherwise carrying out the purposes of the Transfer Agreement.

AND Municipality, for itself, its agents, representatives, successors and assigns does hereby release and forever discharge ALCOSAN, its departments, officers, representatives, agents, contractors and employees, from any and all liability whatsoever, for entry upon, use and occupancy of the Property as provided herein. Municipality agrees to waive its rights to assess, collect or receive any permit or other fees under the provisions of any applicable statute, ordinance, rule or regulation.

Nothing in this Right-of-Entry License and Release is intended to modify, amend, or alter in any respect the rights and obligations of the parties under the Transfer Agreement, and the Transfer Agreement shall remain in full force and effect. This Right-of-Entry License and Release may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Right-of-Entry License

⁶ In the event the transfer is between ALCOSAN and a Municipal Authority, this defined term will be changed to “Municipal Authority.”

and Release delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Right-of-Entry License and Release. This Right-of-Entry License and Release shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

[Signature page follows.]

IN WITNESS WHEREOF, Municipality and ALCOSAN, by their duly authorized representatives, have signed and sealed this Right-of-Entry License and Release effective as of the ____ day of _____, 202_.

MUNICIPALITY:

[_____]

By: _____

Name:

Title:

ALCOSAN:

ALLEGHENY COUNTY SANITARY
AUTHORITY

By: _____

Name:

Title:

[Signature page to Right-of-Entry License and Release – POC # _____]

EXHIBIT F TO TRANSFER AGREEMENT

FORM OF POST-CLOSING REPAIR AND REIMBURSEMENT AGREEMENT

This Post-Closing Repair and Reimbursement Agreement (this “Agreement”) is made as of the ___ day of _____, 202_ (the “Closing Date”), by and between _____, a _____ (“Municipality”)⁷ and the ALLEGHENY COUNTY SANITARY AUTHORITY, a municipal authority organized under the Municipality Authorities Act, as amended, 53 Pa. C.S.A. §§ 5601-5623 (“ALCOSAN”).

WITNESSETH:

WHEREAS, Municipality and ALCOSAN entered into that certain Transfer Agreement dated as of the date hereof (the “Transfer Agreement”) pursuant to which Municipality agreed to transfer, convey, assign and deliver to ALCOSAN, and ALCOSAN agreed to accept and receive, all of Municipality’s rights, title and interest in the Transferred Assets; and

WHEREAS, the Transferred Assets include, without limitation, the Assets, comprised of certain intermunicipal trunk sewer lines and the associated manholes that connect to such sewer lines; and

WHEREAS, prior to Closing ALCOSAN delivered to Municipality a Defect Report that identified significant defects with respect to the Assets, all of which defects Municipality was obligated to repair and/or rehabilitate prior to Closing; and

WHEREAS, Municipality has not completed the required repair and/or rehabilitation described on Exhibit A attached to this Agreement and incorporated herein (collectively, the “Incomplete Repairs”); and

WHEREAS, in order to proceed with Closing, Municipality has requested ALCOSAN to complete the Incomplete Repairs after Closing in return for Municipality reimbursing ALCOSAN for the agreed upon costs thereof, and ALCOSAN is willing to undertake the completion of the Incomplete Repairs after Closing upon the terms and conditions set forth in this Agreement; and

WHEREAS, Municipality and ALCOSAN are Closing the transactions set forth in the Transfer Agreement as of the date hereof.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Transfer Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The above recitals are incorporated herein by this reference.

⁷ In the event the transfer is between ALCOSAN and a Municipal Authority, this defined term will be changed to “Municipal Authority.”

2. Definitions. Capitalized words, terms and phrases used but not otherwise defined herein shall have the meanings ascribed to such words, terms and phrases in the Transfer Agreement.

3. Completion of Incomplete Repairs. Subject to the remaining provisions of this Agreement, ALCOSAN hereby assumes and agrees to undertake Municipality's obligation to complete (and/or cause to be completed) the Incomplete Repairs (the "Work"); provided that the timing and manner of completion of the Work and any and all portions thereof shall be in ALCOSAN's sole and absolute discretion and shall be independent of Municipality's reimbursement and payment obligations pursuant to Section 4, Section 5, and Section 6 below. For the avoidance of doubt, ALCOSAN shall not be required to complete the Work in accordance with any Repair Plan previously prepared by Municipality, whether or not submitted to ALCOSAN.⁸

4. Reimbursement of Agreed Upon Costs. Municipality shall reimburse and pay ALCOSAN for the anticipated reasonable and necessary costs to complete the Work as agreed upon by Municipality and ALCOSAN (the "Reimbursable Costs"), including without limitation, those costs described on Exhibit B attached to this Agreement and incorporated herein. The parties acknowledge and agree, for purposes of this Agreement and in the interest of their respective budget certainty, that the total sum to be paid by Municipality to ALCOSAN hereunder as the Reimbursable Costs shall be _____ Dollars (\$ _____).⁹

5. Payment of Reimbursable Costs. Municipality shall pay the Reimbursable Costs to ALCOSAN in twelve (12) equal monthly installments, commencing on the first day of the calendar month immediately following the Closing Date, by wire transfer or check payable to ALCOSAN, in accordance with the payment instructions set forth in Exhibit C attached to this Agreement and incorporated herein.

6. Financing Election. Notwithstanding the payment provisions of Section 5 above, upon written request to ALCOSAN delivered within ten (10) days following the Closing Date, Municipality may elect to pay the Reimbursable Costs to ALCOSAN in up to thirty-six (36) equal monthly installments, together with interest in an amount equal to ALCOSAN's bond rate (as applicable from time to time) (the "Financing Election"). Upon receipt from Municipality of a Financing Election, ALCOSAN shall prepare and deliver to Municipality a revised payment schedule and such other documents and instruments as shall be reasonably required to effectuate the Financing Election. In the event Municipality has not executed the documents and instruments required to effectuate the Financing Election within twenty (20) days after delivery by ALCOSAN, the Financing Election shall be deemed to be withdrawn, and the original payment provisions in Section 5 shall govern.

7. Relation to Transfer Agreement. Nothing in this Agreement is intended to

⁸ Incomplete Repairs and the Work shall be agreed upon by Municipality's Engineer and ALCOSAN's Engineer.

⁹ Reimbursable Costs shall be agreed upon by Municipality's Engineer and ALCOSAN's Engineer.

modify, amend, or alter in any respect the rights and obligations of the parties under the Transfer Agreement, and the Transfer Agreement shall remain in full force and effect, notwithstanding the execution and delivery of this Agreement. Without limiting the generality of the foregoing, the parties specifically acknowledge and agree that nothing in this Agreement shall limit ALCOSAN's indemnification rights pursuant to Section 6.1(b) of the Transfer Agreement and/or ALCOSAN's access rights pursuant to Section 7.2 of the Transfer Agreement and the Right-of-Entry License.

8. Further Assurances. Municipality and ALCOSAN agree to take and cause to be taken such further action to execute, deliver, and file or cause to be executed, delivered and filed, such further documents and instruments, and to obtain such further consents, as may be necessary or as may be reasonably requested in order to effectuate fully the purposes, terms and conditions of this Agreement.

9. Successors and Assigns; No Third-Party Beneficiaries. This Agreement is binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Except for the parties to this Agreement, a successor in interest, or assignee of a party, no other person or entity is, or shall be entitled to bring any action to enforce any provision of this Agreement against any of the parties.

10. Conflicts. If there is a conflict between the terms of this Agreement and the Transfer Agreement, the terms of the Transfer Agreement shall control.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

12. Governing Law. This Agreement and the rights and duties of Municipality and ALCOSAN shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

[Remainder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Municipality and ALCOSAN, by their duly authorized representatives, have signed and sealed this Post-Closing Repair and Reimbursement Agreement effective as of the date first set forth above.

MUNICIPALITY:

[_____]

By: _____
Name:
Title:

ALCOSAN:

ALLEGHENY COUNTY SANITARY
AUTHORITY

By: _____
Name:
Title:

[Signature page to Post-Closing Repair and Reimbursement Agreement – POC # _____]

EXHIBIT A

TO POST-CLOSING REPAIR AND REIMBURSEMENT AGREEMENT

INCOMPLETE REPAIRS

*[Description of Incomplete Repairs and Work agreed upon by Municipality Engineer and
ALCOSAN Engineer to be inserted.]*

EXHIBIT B

TO POST-CLOSING REPAIR AND REIMBURSEMENT AGREEMENT

REIMBURSABLE COSTS

*[Estimated costs to complete Incomplete Repairs agreed upon by Municipality Engineer and
ALCOSAN Engineer to be inserted.]*

EXHIBIT C

TO POST-CLOSING REPAIR AND REIMBURSEMENT AGREEMENT

PAYMENT INSTRUCTIONS

[ALCOSAN ACH information for wire payments and address for check payments to be inserted.]

EXHIBIT G TO TRANSFER AGREEMENT

INDEMNIFICATION PROCEDURES

Indemnified Party and Indemnifying Party. The party making a claim under Article 6 of this Agreement is referred to as the “Indemnified Party,” and the party against whom such claims are asserted under Article 6 of this Agreement is referred to as the “Indemnifying Party.”

Third-Party Claims. If any Indemnified Party receives notice of the assertion or commencement of any action, suit, claim or other legal proceeding made or brought by any person who is not a party to this Agreement (a “Third-Party Claim”) against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party prompt written notice thereof within thirty (30) days of such Indemnified Party becoming aware of such Third-Party Claim, which notice shall set forth such material information with respect to such Third-Party Claim as is then reasonably available to such Indemnified Party, including (i) a description of the claim in reasonable detail and, if known, the estimated amount or method of computation of any Damages incurred or reasonably expected to be incurred by the Indemnified Party together with such supporting documents reasonably available to such Indemnified Party, and (ii) a reference to the provision or provisions of this Agreement upon which such claim is based to the extent of the facts then known by the Indemnified Party (“Notice of Claim”). Thereafter, the Indemnified Party shall deliver to the Indemnifying Party, within seven (7) days after the Indemnified Party’s receipt thereof, copies of all notices and documents (including court papers) received by the Indemnified Party relating to such Third-Party Claim. Notwithstanding the foregoing, the failure by the Indemnified Party to so notify the Indemnifying Party shall not relieve the Indemnifying Party from any liability to the Indemnified Party for any liability hereunder except to the extent that such failure shall have actually prejudiced the defense of such Third-Party Claim.

Defense of Third-Party Claims.

In the event that an Indemnified Party furnishes an Indemnifying Party with a Notice of Claim, then upon the written notice by the Indemnifying Party given to the Indemnified Party within fifteen (15) days of receipt of the Notice of Claim, stating (i) that the Indemnifying Party is undertaking the defense of the Third-Party Claim, and (ii) the Third-Party Claim covered by the Notice of Claim is subject to Article 6 of this Agreement, then the Indemnifying Party shall have the right to assume and conduct the defense of each Third-Party Claim with counsel selected by the Indemnifying Party and reasonably acceptable to the Indemnified Party, provided that the Indemnifying Party shall not be entitled to assume or continue control of the defense of any Third-Party Claim, and the Indemnified Party shall have the right to conduct the defense of such claim or any litigation resulting therefrom and in connection therewith to employ, at the Indemnifying Party’s expense, counsel of its choice to represent the Indemnified Party if (i) the Third-Party Claim relates to (or may involve to) or arises in connection with any matter which could involve criminal conduct, (ii) the Third-Party Claim primarily seeks an injunction or equitable relief against the Indemnified Party, (iii) the Indemnifying Party, in the reasonable judgment of the Indemnified Party, has failed to defend or

is failing to defend in good faith the Third-Party Claim; or (iv) the Third-Party Claim would reasonably be expected to have an adverse effect on the Indemnified Party's business or relates to its customers, suppliers, vendors or other service providers. The Indemnified Party may, at its election, participate in the defense thereof, at its sole cost and expense, of any Third-Party Claim for which the Indemnifying Party has assumed and is conducting the defense.

If the Indemnifying Party does not assume and conduct the defense of such Third-Party Claim in accordance herewith, the Indemnified Party may continue to conduct the defense of the Third-Party Claim. If the Indemnifying Party has assumed the defense of a Third-Party Claim as provided herein, the Indemnifying Party shall not be liable for any legal expenses subsequently incurred by the Indemnified Party in connection with the defense thereof; provided, however, that if: (i) the Indemnifying Party has failed to take reasonable steps necessary to defend diligently such Third-Party Claim, or (ii) the named parties of any such proceeding (including any impleaded parties) include both the Indemnifying Party and the Indemnified Party and, in the written opinion of outside counsel for the Indemnified Party, representation of both parties by the same counsel would be inappropriate due to actual differing interests between them, the Indemnified Party may assume and conduct its own defense, and the Indemnifying Party shall be liable for all reasonable costs or expenses paid or incurred in connection therewith.

Settlement of Third-Party Claims. Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third-Party Claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed), except as provided herein. If a firm offer is made to settle a Third-Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third-Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within ten (10) days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third-Party Claim and, in such event, the maximum liability of the Indemnifying Party as to such Third-Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third-Party Claim, the Indemnifying Party may settle the Third-Party Claim upon the terms set forth in such firm offer to settle such Third-Party Claim.

Direct Claims.

Any claim by an Indemnified Party with respect to Damages that do not result from a Third-Party Claim (a "Direct Claim") shall be asserted by the Indemnified Party giving a written notice of such claim with reasonable promptness to the Indemnifying Party (and in any event within thirty (30) days of such Indemnified Party becoming aware of any events or facts that would reasonably be expected to result in any Damages for which such Indemnified Party is entitled to indemnification under this Agreement) specifying in reasonable detail (i) the nature of the claim for indemnification and the basis thereof, and, if known, the estimated amount or method of computation of any Damages incurred or reasonably expected to be

incurred by the Indemnified Party together with such supporting documents reasonably available to such Indemnified Party, and (ii) a reference to the provision or provisions of this Agreement upon which such claim is based to the extent of the facts then known by the Indemnified Party (an "Indemnity Notice"). In the event that within thirty (30) days after the receipt by the Indemnifying Party of such Indemnity Notice from the Indemnified Party, the Indemnified Party shall not have received from the Indemnifying Party a written objection to such claim, such claim shall be conclusively presumed and considered to have been assented to and approved by the Indemnifying Party.

If within the thirty (30) day period described above the Indemnified Party shall have received from the Indemnifying Party a written notice setting forth the Indemnifying Party's objections to such claim and the Indemnifying Party's reasons for such objection, then the parties shall negotiate in good faith for a period of thirty (30) business days from the date the Indemnified Party receives such objection (the "Negotiation Period"). After the Negotiation Period, if the parties still cannot agree on the claim, the parties may submit the dispute to litigation in accordance with Section 8.5 of this Agreement.

BILL OF TRANSFER

This Bill of Transfer dated as of _____, is executed and delivered by the TOWNSHIP OF UPPER ST. CLAIR, a township situate in Allegheny County, Pennsylvania (“Municipality”) to the ALLEGHENY COUNTY SANITARY AUTHORITY, a municipal authority organized under the Municipality Authorities Act, as amended, 53 Pa. C.S.A. §§ 5601-5623 (“ALCOSAN”).

WHEREAS, Municipality and ALCOSAN entered into that certain Transfer Agreement dated as of the date hereof (the “Transfer Agreement”) pursuant to which Municipality agreed to transfer, convey, assign and deliver to ALCOSAN, and ALCOSAN agreed to accept and receive, all of Municipality’s rights, title and interest in the Transferred Assets; and

WHEREAS, the Transferred Assets include, without limitation, the Assets described in Exhibit A attached to this Bill of Transfer and incorporated herein; and

WHEREAS, Municipality and ALCOSAN are Closing the transactions set forth in the Transfer Agreement as of the date hereof; and

WHEREAS, by means of this Bill of Transfer, Municipality desires to transfer, convey, assign and deliver to ALCOSAN all of Municipality’s rights, title and interest in the Assets.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Transfer Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The above recitals are incorporated herein by this reference.
2. Capitalized words, terms and phrases used but not otherwise defined herein shall have the meanings ascribed to such words, terms and phrases in the Transfer Agreement.
3. Municipality hereby transfers, conveys, assigns and delivers to ALCOSAN, its successors and assigns, all of Municipality’s rights, title and interest in the Assets, free and clear of all liens and encumbrances other than Permitted Encumbrances.
4. This transfer, conveyance, and assignment has been executed and delivered by Municipality in accordance with, and subject to the terms and conditions of, the Transfer Agreement.
5. Nothing in this Bill of Transfer is intended to modify, amend, or alter in any respect the rights and obligations of the parties under the Transfer Agreement, and the Transfer Agreement shall remain in full force and effect, notwithstanding the execution and delivery of this Bill of Transfer.
6. Municipality and ALCOSAN agree to take and cause to be taken such further action to execute, deliver, and file or cause to be executed, delivered and filed, such further documents

and instruments, and to obtain such further consents, as may be necessary or as may be reasonably requested in order to effectuate fully the purposes, terms and conditions of this Bill of Transfer.

7. This Bill of Transfer is binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Except for the parties to this Bill of Transfer, a successor in interest, or assignee of a party, no other person or entity is, or shall be entitled to bring any action to enforce any provision of this Bill of Transfer against any of the parties.

8. If there is a conflict between the terms of this Bill of Transfer and the Transfer Agreement, the terms of the Transfer Agreement shall control.

9. This Bill of Transfer may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Bill of Transfer delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Transfer.

10. This Bill of Transfer and the rights and duties of Municipality and ALCOSAN shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

[Remainder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Municipality and ALCOSAN, by their duly authorized representatives, have signed and sealed this Bill of Transfer effective as of the date first set forth above.

MUNICIPALITY:

TOWNSHIP OF UPPER ST. CLAIR

By: _____
Name:
Title:

ALCOSAN:

ALLEGHENY COUNTY SANITARY
AUTHORITY

By: _____
Name: Arletta Scott Williams
Title: Executive Director

[Signature page to Bill of Transfer – POC # C-53]

EXHIBIT A
TO BILL OF TRANSFER

ASSETS

[See Attached]

Accessible Point Structures

Number	Map Sheet	Asset Type	Asset ID
1	4	Manhole	MH0252K10
2	4	Manhole	MH0252K11
3	4	Manhole	MH0252P01
4	4	Manhole	MH0252P02
5	4	Manhole	MH0252P03
6	5	Manhole	MH0252P04
7	1	Manhole	MH0253A01
8	1	Manhole	MH0253A02
9	3	Manhole	MH0253D01
10	1	Manhole	MH0253E01
11	1	Manhole	MH0253E02
12	1	Manhole	MH0253E03
13	1	Manhole	MH0253E04
14	1	Manhole	MH0253E05
15	2	Manhole	MH0253E06
16	2	Manhole	MH0253F01
17	2	Manhole	MH0253F02
18	2	Manhole	MH0253H01
19	2	Manhole	MH0253H02
20	2	Manhole	MH0253H03
21	2	Manhole	MH0253H04
22	2	Manhole	MH0253H05
23	2	Manhole	MH0253H06
24	2	Manhole	MH0253K01
25	2	Manhole	MH0253K02
26	2	Manhole	MH0253K03
27	2	Manhole	MH0253K04
28	2	Manhole	MH0253K05
29	2	Manhole	MH0253K06
30	2	Manhole	MH0253K07
31	2	Manhole	MH0253L01
32	2	Manhole	MH0253L02
33	2	Manhole	MH0253L03
34	2	Manhole	MH0253L04
35	2	Manhole	MH0253L05
36	2	Manhole	MH0253L06
37	2	Manhole	MH0253L07

38	1	Manhole	MH0254A01
39	1	Manhole	MH0254B05
40	1	Manhole	MH0254D01
41	1	Manhole	MH0254D02
42	1	Manhole	MH0254D03
43	1	Manhole	MH0254D05
44	1	Manhole	MH0254D06
45	1	Manhole	MH0254D07
46	1	Manhole	MH0254F01
47	1	Manhole	MH0254F02
48	1	Manhole	MH0254F03
49	1	Manhole	MH0254F04
50	1	Manhole	MH0254G01
51	1	Manhole	MH0254G02
52	1	Manhole	MH0254G03
53	1	Manhole	MH0254G04
54	1	Manhole	MH0254G05
55	1	Manhole	MH0254G06
56	1	Manhole	MH0254G07
57	1	Manhole	MH0254G08
58	1	Manhole	MH0254H01
59	5	Manhole	MH0319B01
60	5	Manhole	MH0319B02
61	5	Manhole	MH0319B03
62	5	Manhole	MH0319B04
63	5	Manhole	MH0319B05
64	5	Manhole	MH0319F01
65	5	Manhole	MH0319F02
66	5	Manhole	MH0319F03

Pipes

Number	Map Sheet	Asset Type	Asset ID	Upstream Node ID	Downstream Node ID
1	2	Pipe	MH0252E01.MH0253H05.1	MH0252E01	MH0253H05
2	4	Pipe	MH0252K10.MH0252K09.1	MH0252K10	MH0252K09
3	4	Pipe	MH0252K11.MH0252K10.1	MH0252K11	MH0252K10
4	4	Pipe	MH0252P01.MH0252K11.1	MH0252P01	MH0252K11
5	4	Pipe	MH0252P02.MH0252P01.1	MH0252P02	MH0252P01
6	4	Pipe	MH0252P03.MH0252P02.1	MH0252P03	MH0252P02
7	4	Pipe	MH0252P04.MH0252P03.1	MH0252P04	MH0252P03

Number	Map Sheet	Asset Type	Asset ID	Upstream Node ID	Downstream Node ID
8	1	Pipe	MH0253A01.MH0254D07. 1	MH0253A01	MH0254D07
9	1	Pipe	MH0253A02.MH0253A01. 1	MH0253A02	MH0253A01
10	2	Pipe	MH0253D01.MH0253H06. 1	MH0253D01	MH0253H06
11	3	Pipe	MH0253D02.MH0253D01. 1	MH0253D02	MH0253D01
12	1	Pipe	MH0253E01.MH0253A02.1	MH0253E01	MH0253A02
13	1	Pipe	MH0253E02.MH0253E01.1	MH0253E02	MH0253E01
14	1	Pipe	MH0253E03.MH0253E02.1	MH0253E03	MH0253E02
15	1	Pipe	MH0253E04.MH0253E03.1	MH0253E04	MH0253E03
16	1	Pipe	MH0253E05.MH0253E04.1	MH0253E05	MH0253E04
17	1	Pipe	MH0253E06.MH0253E05.1	MH0253E06	MH0253E05
18	2	Pipe	MH0253F01.MH0253E06.1	MH0253F01	MH0253E06
19	2	Pipe	MH0253F02.MH0253F01.1	MH0253F02	MH0253F01
20	2	Pipe	MH0253H01.MH0253L07.1	MH0253H01	MH0253L07
21	2	Pipe	MH0253H02.MH0253H01. 1	MH0253H02	MH0253H01
22	2	Pipe	MH0253H03.MH0253H02. 1	MH0253H03	MH0253H02
23	2	Pipe	MH0253H04.MH0253H03. 1	MH0253H04	MH0253H03
24	2	Pipe	MH0253H05.MH0253H04. 1	MH0253H05	MH0253H04
25	2	Pipe	MH0253H06.MH0253H02. 1	MH0253H06	MH0253H02
26	2	Pipe	MH0253K01.MH0253F02.1	MH0253K01	MH0253F02
27	2	Pipe	MH0253K02.MH0253K01.1	MH0253K02	MH0253K01
28	2	Pipe	MH0253K03.MH0253K02.1	MH0253K03	MH0253K02
29	2	Pipe	MH0253K04.MH0253K03.1	MH0253K04	MH0253K03
30	2	Pipe	MH0253K05.MH0253K04.1	MH0253K05	MH0253K04
31	2	Pipe	MH0253K06.MH0253K05.1	MH0253K06	MH0253K05
32	2	Pipe	MH0253K07.MH0253K06.1	MH0253K07	MH0253K06
33	2	Pipe	MH0253L01.MH0253K07.1	MH0253L01	MH0253K07
34	2	Pipe	MH0253L02.MH0253L01.1	MH0253L02	MH0253L01
35	2	Pipe	MH0253L03.MH0253L02.1	MH0253L03	MH0253L02
36	2	Pipe	MH0253L04.MH0253L03.1	MH0253L04	MH0253L03
37	2	Pipe	MH0253L05.MH0253L04.1	MH0253L05	MH0253L04
38	2	Pipe	MH0253L06.MH0253L05.1	MH0253L06	MH0253L05

Number	Map Sheet	Asset Type	Asset ID	Upstream Node ID	Downstream Node ID
39	2	Pipe	MH0253L07.MH0253L06.1	MH0253L07	MH0253L06
40	1	Pipe	MH0254A01.MH0254B05.1	MH0254A01	MH0254B05
41	1	Pipe	MH0254D01.MH0254H01.1	MH0254D01	MH0254H01
42	1	Pipe	MH0254D02.MH0254D01.1	MH0254D02	MH0254D01
43	1	Pipe	MH0254D03.MH0254D02.1	MH0254D03	MH0254D02
44	1	Pipe	MH0254D05.MH0254D03.1	MH0254D05	MH0254D03
45	1	Pipe	MH0254D06.MH0254D05.1	MH0254D06	MH0254D05
46	1	Pipe	MH0254D07.MH0254D06.1	MH0254D07	MH0254D06
47	1	Pipe	MH0254F01.MH0254A01.1	MH0254F01	MH0254A01
48	1	Pipe	MH0254F02.MH0254F01.1	MH0254F02	MH0254F01
49	1	Pipe	MH0254F03.MH0254F02.1	MH0254F03	MH0254F02
50	1	Pipe	MH0254F04.MH0254F03.1	MH0254F04	MH0254F03
51	1	Pipe	MH0254G01.MH0254F04.1	MH0254G01	MH0254F04
52	1	Pipe	MH0254G02.MH0254G01.1	MH0254G02	MH0254G01
53	1	Pipe	MH0254G03.MH0254G02.1	MH0254G03	MH0254G02
54	1	Pipe	MH0254G04.MH0254G03.1	MH0254G04	MH0254G03
55	1	Pipe	MH0254G05.MH0254G04.1	MH0254G05	MH0254G04
56	1	Pipe	MH0254G06.MH0254G05.1	MH0254G06	MH0254G05
57	1	Pipe	MH0254G07.MH0254G06.1	MH0254G07	MH0254G06
58	1	Pipe	MH0254G08.MH0254G07.1	MH0254G08	MH0254G07
59	1	Pipe	MH0254H01.MH0254G08.1	MH0254H01	MH0254G08
60	5	Pipe	MH0319B01.MH0252P04.1	MH0319B01	MH0252P04
61	5	Pipe	MH0319B02.MH0319B01.1	MH0319B02	MH0319B01
62	5	Pipe	MH0319B03.MH0319B02.1	MH0319B03	MH0319B02
63	5	Pipe	MH0319B04.MH0319B03.1	MH0319B04	MH0319B03
64	5	Pipe	MH0319B05.MH0319B04.1	MH0319B05	MH0319B04

Number	Map Sheet	Asset Type	Asset ID	Upstream Node ID	Downstream Node ID
65	5	Pipe	MH0319F01.MH0319B05.1	MH0319F01	MH0319B05
66	5	Pipe	MH0319F02.MH0319F01.1	MH0319F02	MH0319F01
67	5	Pipe	MH0319F03.MH0319F02.1	MH0319F03	MH0319F02

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “Agreement”) is made as of _____ (the “Closing Date”), by and between the TOWNSHIP OF UPPER ST. CLAIR, a township situate in Allegheny County, Pennsylvania (“Municipality”) and the ALLEGHENY COUNTY SANITARY AUTHORITY, a municipal authority organized under the Municipality Authorities Act, as amended, 53 Pa. C.S.A. §§ 5601-5623 (“ALCOSAN”).

WITNESSETH:

WHEREAS, Municipality and ALCOSAN entered into that certain Transfer Agreement dated as of the date hereof (the “Transfer Agreement”) pursuant to which Municipality agreed to transfer, convey, assign and deliver to ALCOSAN, and ALCOSAN agreed to accept and receive, all of Municipality’s rights, title and interest in the Transferred Assets; and

WHEREAS, the Transferred Assets include, without limitation, certain real property interests of Municipality primarily used or necessary in the operation of the Assets, which real property interests include, without limitation, those easements, rights-of-way, access agreements, licenses and permits granted to Municipality by third-parties as described in Exhibit A attached to this Agreement and incorporated herein (collectively, the “Third-Party Real Property Interests”); and

WHEREAS, the Transferred Assets further include, without limitation, certain Licenses and Permits owned, held, possessed or entitled in the name of Municipality, or in which Municipality has rights, as described in Exhibit B attached to this Agreement and incorporated herein; and

WHEREAS, the Transferred Assets further include, without limitation, certain books, records, and other information relating to the Assets, as described in Exhibit C attached to this Agreement and incorporated herein (collectively, the “Records”); and

WHEREAS, the Transferred Assets further include, without limitation, certain warranties, indemnities, and guarantees related to or necessary for the operation of the Assets, as described in Exhibit D attached to this Agreement and incorporated herein (collectively, the “Warranties,” and together with the Third-Party Real Property Interests, the Licenses and Permits, and the Records, the “Assigned Assets”).

WHEREAS, Municipality and ALCOSAN are Closing the transactions set forth in the Transfer Agreement as of the date hereof; and

WHEREAS, pursuant to and in accordance with the Transfer Agreement, Municipality has agreed to transfer, convey, assign and deliver to ALCOSAN all of Municipality’s rights, title and interest in the Assigned Assets, and ALCOSAN has agreed to assume, implement, perform and discharge the Assumed Liabilities of Municipality as they pertain exclusively to the Transferred Assets arising after the Closing Date, all subject to the terms and conditions set forth in the Transfer Agreement; and

EXHIBIT
C

WHEREAS, it is currently unknown to Municipality whether certain of the Assigned Assets are in continuing force and effect, and whether they affect any part of the Assets, which uncertainties may be determined after the Closing Date and the consequences of such determinations, if any, noted as amendments to this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Transfer Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The above recitals are incorporated herein by this reference.
2. Definitions. Capitalized words, terms and phrases used but not otherwise defined herein shall have the meanings ascribed to such words, terms and phrases in the Transfer Agreement.
3. Assignment. Municipality hereby transfers, conveys, assigns, and delivers to ALCOSAN, its successors and assigns, all of Municipality's rights, title and interest in the Assigned Assets.
4. Assumption. ALCOSAN hereby accepts the foregoing transfer, conveyance and assignment and hereby assumes and agrees to implement, perform and discharge (and/or cause to be implemented, performed and discharged) the Assumed Liabilities of Municipality as they pertain exclusively to the Transferred Assets arising after the date hereof and only to the extent any such duties, liabilities, obligations and responsibilities apply to the Assets.
5. Consent and Postponement. Notwithstanding the provisions of Section 3 and Section 4 above, this Agreement shall not be construed as an agreement to transfer, convey, assign and deliver any Assigned Asset that by its terms or pursuant to law is not capable of being transferred, conveyed, assigned or delivered without the consent or waiver of a third party (each, a "Consent") unless and until such Consent shall be given (each such Assigned Assets requiring Consent, a "Deferred Item"). Except with respect to those particular Assigned Assets identified on the Exhibits to this Agreement (the "Mandatory Items"), which shall not be Deferred Items and must be transferred, conveyed, assigned and delivered to ALCOSAN with the appropriate Consents prior to Closing, each of Municipality and ALCOSAN shall use commercially reasonable efforts to obtain such Consents as are required for the Deferred Items as promptly as practicable following the Closing Date, and at the time each such Consent is received, the applicable Deferred Item to which such Consent relates shall be deemed to have been automatically transferred, conveyed, assigned and delivered by Municipality effective retroactive to the Closing Date without the necessity of further action by Municipality and ALCOSAN.
6. Limited Agency. Effective as of the Closing Date until any such Consents are obtained or until either party notifies the other of its desire to suspend efforts to obtain any such Consents, to the extent legally permissible, ALCOSAN shall perform, as agent of Municipality, all of the Assumed Liabilities relating to the Deferred Items to the extent ALCOSAN would have been responsible therefor under this Agreement, and shall receive all the benefits of the Deferred

Items to the extent ALCOSAN would have been entitled thereto under this Agreement, if the Consents relating to such Deferred Items had been obtained.

7. Shared Rights and Responsibilities. Notwithstanding the provisions of Section 3 and Section 4 above, if any Assigned Asset sets forth (or results in) rights and/or responsibilities that affect both (i) all or part of the Transferred Assets and the Assumed Liabilities and (ii) all or part of the Excluded Assets and the Retained Liabilities, then the assignment and acceptance pursuant to Sections 3 and 4 will be of rights and/or responsibilities severally shared between Municipality and ALCOSAN in such proportions as the parties may reasonably agree based on the relative effect on each party of the benefits and burdens relating to such Assigned Asset.

8. Post-Closing Due Diligence. If, after the Closing Date, it is determined that any of the Assigned Assets is no longer in force and effect and/or does not affect any part of the Assets, then by one or more signed amendments to this Agreement the parties shall, from time to time, remove any such Assigned Asset from the applicable Exhibit hereto and from the assignment and assumption intended by this Agreement, each effective as of the Closing Date.

9. Relation to Transfer Agreement. Nothing in this Agreement is intended to modify, amend, or alter in any respect the rights and obligations of the parties under the Transfer Agreement, and the Transfer Agreement shall remain in full force and effect, notwithstanding the execution and delivery of this Agreement.

10. Further Assurances. Municipality and ALCOSAN agree to take and cause to be taken such further action to execute, deliver, and file or cause to be executed, delivered and filed, such further documents and instruments, and to obtain such further consents, as may be necessary or as may be reasonably requested in order to effectuate fully the purposes, terms and conditions of this Agreement.

11. Successors and Assigns; No Third-Party Beneficiaries. This Agreement is binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Except for the parties to this Agreement, a successor in interest, or assignee of a party, no other person or entity is, or shall be entitled to bring any action to enforce any provision of this Agreement against any of the parties.

12. Conflicts. If there is a conflict between the terms of this Agreement and the Transfer Agreement, the terms of the Transfer Agreement shall control.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

14. Governing Law. This Agreement and the rights and duties of Municipality and ALCOSAN shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, Municipality and ALCOSAN, by their duly authorized representatives, have signed and sealed this Assignment and Assumption Agreement effective as of the date first set forth above.

MUNICIPALITY:

TOWNSHIP OF UPPER ST. CLAIR

By: _____
Name:
Title:

ALCOSAN:

ALLEGHENY COUNTY SANITARY
AUTHORITY

By: _____
Name: Arletta Scott Williams
Title: Executive Director

[Signature page to Assignment and Assumption Agreement – POC # C-53]

EXHIBIT A

TO ASSIGNMENT AND ASSUMPTION AGREEMENT

THIRD-PARTY REAL PROPERTY INTERESTS

[List of Third-Party Real Property Interests to be inserted; identify those that require Consent to transfer; and identify Mandatory Items as to which required Consents must be in hand at Closing and cannot be deferred post-closing.]

EXHIBIT B

TO ASSIGNMENT AND ASSUMPTION AGREEMENT

LICENSES AND PERMITS

[List of all Licenses and Permits to be inserted; identify those that require Consent to transfer; and identify Mandatory Items as to which required Consents must be in hand at Closing and cannot be deferred post-closing.]

EXHIBIT C
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDS

[List of Records to be inserted; identify those that require Consent to transfer; and identify Mandatory Items as to which required Consents must be in hand at Closing and cannot be deferred post-closing.]

EXHIBIT D
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

WARRANTIES

[List of Warranties to be inserted; identify those that require Consent to transfer; and identify Mandatory Items as to which required Consents must be in hand at Closing and cannot be deferred post-closing.]

RIGHT-OF-ENTRY LICENSE AND RELEASE
(Regionalization Program)

Between

Township of Upper St. Clair
And
Allegheny County Sanitary Authority

IN CONSIDERATION of the mutual promises set forth in that certain Transfer Agreement entered into between the Township of Upper St. Clair (“Municipality”) and the Allegheny County Sanitary Authority (“ALCOSAN”) of near or even date herewith (the “Transfer Agreement”), and in further consideration of the benefits that will inure to Municipality and to property owned or controlled by Municipality, whether located within or outside the area served by Municipality, as depicted on the maps attached as Exhibit A to the Transfer Agreement and incorporated herein by reference (the “Property”), Municipality, for itself, its agents, representatives, successors and assigns, does hereby grant permission to ALCOSAN, its sundry departments, officers, representatives, agents, contractors and employees, the right of access to enter upon the Property, from time to time and as deemed by ALCOSAN to be necessary or desirable, for the purposes of maintaining, repairing, and replacing certain intermunicipal trunk sewer lines and associated manholes that connect to such sewer lines as identified in the Transfer Agreement, and restoring any resulting disturbed area, as practical, at ALCOSAN’s cost and expense, and otherwise carrying out the purposes of the Transfer Agreement.

AND Municipality, for itself, its agents, representatives, successors and assigns does hereby release and forever discharge ALCOSAN, its departments, officers, representatives, agents, contractors and employees, from any and all liability whatsoever, for entry upon, use and occupancy of the Property as provided herein. Municipality agrees to waive any rights to assess, collect or receive any permit or other fees under the provisions of any applicable statute, ordinance, rule or regulation.

Nothing in this Right-of-Entry License and Release is intended to modify, amend, or alter in any respect the rights and obligations of the parties under the Transfer Agreement, and the Transfer Agreement shall remain in full force and effect. This Right-of-Entry License and Release may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Right-of-Entry License and Release delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Right-of-Entry License and Release. This Right-of-Entry License and Release shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

[Signature page follows.]

IN WITNESS WHEREOF, Municipality and ALCOSAN, by their duly authorized representatives, have signed and sealed this Right-of-Entry License and Release effective as of _____.

MUNICIPALITY:

TOWNSHIP OF UPPER ST. CLAIR

By: _____

Name:

Title:

ALCOSAN:

ALLEGHENY COUNTY SANITARY
AUTHORITY

By: _____

Name: Arletta Scott Williams

Title: Executive Director

[Signature page to Right-of-Entry License and Release – POC # C-53]

MEMORANDUM

To: Board of Commissioners
From: Matthew R. Serakowski, Township Manager
Date: May 30, 2025
Subject: **RECOMMENDATION RE. APPROVAL OF CONTRACTS**

Staff recommends the following contracts for the Board's approval in accordance with Township Code:

Hill International Eighty Four, PA	One (1) 2026 International HV507 SFA Cab & Chassis	\$121,175.00
Stephenson Equipment, Inc. Lilly, PA	One (1) 10'6" Aluminum Dump Body Upfit with stainless steel tailgate salt spreader, salt and liquid dispensing system and 10' snowplow (for 2026 International Cab & Chassis)	\$107,597.00
R&B Mechanical, Inc. Pittsburgh, PA	Community & Recreation Center Rooftop Unit #8 Replacement	\$106,900.00

A simple motion and voice vote will authorize the above actions.



/pec

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