

**AMENDMENT TO AGREEMENT**

MADE this 12<sup>TH</sup> day of March, 2015, by and between the **GREATER JOHNSTOWN WATER AUTHORITY**, with a principal office at 640 Franklin Street, Johnstown, PA 15901, hereinafter "GJWA".

AND

The **MUNICIPAL AUTHORITY OF THE BOROUGH OF EBENSBURG**, with a principal office at 300 West High Street, Ebensburg, PA 15931, hereinafter "EBMA".

**WHEREAS**, the GJWA and the EBMA have previously entered into a Water Purchase Agreement dated May 8, 2003, whereby GJWA has agreed to sell up to 350,000 gallons of water per day to the EBMA for a term of 20 years; and

**WHEREAS**, the Blacklick Valley Municipal Authority, (BVMA), which acquires some of its potable water from EBMA, is currently financing improvements to its water distribution system with a 30-year, \$1,998,000.00 loan from the Pennsylvania Infrastructure Investment Authority ("PENVEST") and is required by the funding agency to have a contracted for water supply in place for the life of the loan and has requested an extension of its Water Purchase Agreement with EBMA; and

WHEREAS, EBMA is willing to provide BVMA an extension to its contract but is not able to provide sufficient water without utilizing GJWA as a source.

**NOW THEREFORE**, It is agreed by and between the GJWA and EBMA that the May 8, 2003 Water Purchase Agreement is hereby amended to extend the term until December 31, 2046.

All other terms of the May 8, 2003 Water Purchase Agreement are to remain the same.

We enter this agreement after approval by our respective Boards at duly advertised public meetings.

ATTEST:

  
\_\_\_\_\_  
Anthony R. Pinizzotto, Secretary

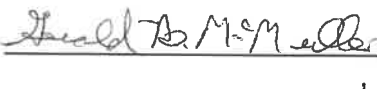
**Greater Johnstown Water Authority**

By:   
\_\_\_\_\_  
Edward J. Cernic, Sr., Chairman

ATTEST:

  
\_\_\_\_\_  
, Secretary

**Municipal Authority of the Borough of Ebensburg**

By:   
\_\_\_\_\_  
, Chairman

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Anthony R. Rinizzotto, Secretary

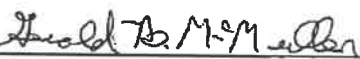
**Greater Johnstown Water Authority**

By:   
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Edward J. Cernic, Sr., Chairman

ATTEST:

  
\_\_\_\_\_  
, Secretary

**Municipal Authority of the Borough of Ebensburg**

By:   
\_\_\_\_\_  
, Chairman

## WATER CONNECTION AND PURCHASE AGREEMENT

**THIS WATER CONNECTION AND PURCHASE AGREEMENT** made this 22  
day of June 2020, by and between

**EBENSBURG MUNICIPAL AUTHORITY**, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business located at 300 West High Street, Ebensburg, Cambria County, Pennsylvania 15931 (herein after referred to as “EMA”)

**AND**

**CROYLE TOWNSHIP WATER AUTHORITY**, a municipal authority organized and existing under the laws of the Commonwealth with its principal place of business located at P. O. Box 249, Summerhill, Cambria County, Pennsylvania 15958 (hereinafter referred to as “CTWA”).

**WHEREAS**, existing water service supply lines belonging to EMA and CTWA are in close proximity to each other along New Germany Road at Commerce Drive in Cambria Township; and

**WHEREAS**, CTWA wishes to connect to the EMA water supply line to use as a secondary/emergency source of water for its users.

**NOW THEREFORE**, for the reason stated above, and in consideration of the covenants and conditions contained in this Agreement, the parties intending to be legally bound, agree as follows:

1. Purpose

- a. CTWA’s purpose of connecting to the EMA water supply is to provide CTWA with an emergency source of water to supplement its needs if it cannot supply its needs from the CTWA Tower Road storage tank.
- b. This section of this Agreement in no way obligates CTWA to purchase any minimum amount of water from EMA daily, monthly or annually.

2. Right-of-way and Easement

- a. This Agreement does not grant a right-of-way or easement in which to accomplish the interconnection. The point of interconnection shall be within the existing right-of-way of Commerce Drive.

### 3. Design

- a. Prior to any construction of the connection, CTWA will submit design plans and specifications to EMA showing the point of delivery and the materials and other appurtenances used by CTWA for the interconnection.

### 4. Connection

- a. EMA agrees to allow CTWA to connect to the EMA water supply line at a point within the Commerce Drive right-of-way near New Germany Road.
- b. EMA shall not charge CTWA a connection fee to connect or tap into the EMA water supply line.

### 5. Flow and Pressure on Delivery

- a. EMA agrees that it shall deliver water to CTWA at the point or points designated in the design plans and specifications at the pressures established by the Pennsylvania Department of Environmental Protection.
- b. The interconnection is an emergency connection and EMA cannot assure a minimum flow rate.

### 6. Water System Facilities

- a. CTWA shall provide such water system facilities as may be necessary to make the interconnection with EMA.
- b. EMA is not responsible for water quality, water delivery or any aspect of the water supply system beyond the point of interconnection. The responsibility for distributing water to CTWA consumers from the interconnection point lies entirely with CTWA.
- c. CTWA will provide and maintain all pits, service mains, meters and valves and bear all costs associated with connecting said mains to and severing them from the EMA water supply line.
- d. CTWA's service main that interconnects to the EMA water supply line shall be equipped with a valve installed at a point located at the interconnection point. Said valve shall be under the sole and complete control of EMA and shall mark the limit of EMA's responsibility for maintenance of the water connection line.
- e. Repairs to any CTWA property shall be made at no expense to EMA unless it can be shown that the necessity for such repairs was brought about by an improper act or negligence on the part of EMA.

f. Water Meters

- 1) All water furnished shall be measured by a meter installed in a pit at the connection point on the CTWA side of the CTWA valve.
- 2) All pits and meters shall be furnished and installed at the expense of CTWA.
- 3) CTWA agrees to maintain the pits and meter and to cause such repair and/or adjustments as may, from time to time be necessary, to be promptly made.
- 4) In the event that CTWA fails to begin to undertake repairs to the meters within ten (10) days of written notice to repair received from EMA, EMA may make such repair to the meters and bill CTWA for all costs and expenses related to said repair, including expenses for labor and materials used by EMA.
- 5) EMA and its agents shall have free access to the meter pit that contains the meter and appurtenances.

7. Billing

- a. EMA shall use its current billing cycle to bill CTWA for all water that flowed through the meter and shall be payable on or before the due date shown on the bill.
- b. Meter readings at the connection point shall be taken as requested by CTWA, or when either party has reason to believe that the valve may have been opened, or at a minimum of once annually.
- c. Beginning on the date of this Agreement, CTWA shall pay EMA for all water that passes through CTWA's meter installed at the connection point at the bulk rate established from time to time by EMA.

8. Term of Agreement and Termination

- a. The term of this Agreement shall be until March 30, 2025. The Agreement shall automatically renew on a year to year basis unless either party provides the other party a one year written notice of its intention to terminate or modify the Agreement.
- b. This Agreement may be terminated by either party after March 30, 2025 and only upon one year's written notice to the other party, or at any time upon the mutual consent of both parties.
- c. In the event that this Agreement is allowed to expire, or is terminated by either party for any reason, CTWA shall remove all water system facilities previously installed for the purposes of the interconnection, with the exception of the valve, which shall remain in service and become the property of EMA.

## 9. Miscellaneous

- a. This Agreement contains the entire agreement between the parties and supersedes and repeals any prior agreement, contracts and understandings, written and oral, by or among the parties hereto with respect to the subject matter contained herein.
- b. This Agreement shall be governed by, enforced under and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.
- c. Any action brought by any party to this Agreement to enforce or interpret any provision of this Agreement shall be brought in the Court of Common Pleas of Cambria County, Pennsylvania.
- d. The failure of a party hereto to insist upon strict performance of this Agreement or of any of the terms or conditions hereof shall not be construed as a waiver of any of its rights hereunder.
- e. The section, paragraph and other headings in this Agreement are provided for convenience of reference only and shall not be included in any interpretation or construction of the substantive provisions hereof.
- f. When required by any provision of this Agreement, written notice shall be given to the respective party at its principal office at the address set forth in the initial paragraphs of this Agreement which identify the parties to this Agreement.
- g. This Agreement shall not be modified or amended except in writing signed by the parties hereto.
- h. Should any provision hereof for any reason be held illegal or invalid, no other provision of this Agreement shall be affected, and this Agreement shall then be construed and enforced as if such illegal invalid provision had not been contained herein.

IN WITNESS WHEREOF, and intending to be legally bound, each party to this Agreement has caused it to be executed on the date described below.

ATTEST:

EBENSBURG MUNICIPAL AUTHORITY

Spacyl Storm

by: Paul B. Miller 6-23-20  
Chairperson Date

ATTEST:

CROYLE TOWNSHIP WATER AUTHORITY

Mark J. Blum

by: Fred McLean 6/9/20  
Chairperson Date