

CONTRACT

THIS CONTRACT, made this 21st day of February, 1972, between the TOWNSHIP OF EAST DEER, County of Allegheny and Commonwealth of Pennsylvania, a Municipal Corporation organized under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as the "TOWNSHIP", party of the first part,

AND

the BOROUGH OF TARENTUM, County of Allegheny and Commonwealth of Pennsylvania, a Municipal Corporation organized under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as the "BOROUGH", party of the second part.

WITNESSETH:

WHEREAS, the Borough maintains and operates a municipal water plant and is engaged in the business of supplying water to persons and corporations within the limits of the Borough of Tarentum, and

WHEREAS, the Township owns and operates a municipal water distribution system, said system currently obtaining its entire source of water supply through metered connections to the Borough system at the dividing line between the Borough and the Township, and

WHEREAS, the Township wishes to continue to purchase water from the Borough and the Borough desires to sell and supply water to the Township,

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

1. The Borough agrees, from the date of this Contract, to supply and deliver to the Township, at meters located in the Borough

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

1. The Borough agrees, from the date of this Contract, to supply and deliver to the Township, at meters located in the Borough

of Tarentum, the water requirements of the Township to the extent of at least 1,000,000 gallons per day; Provided, however, that the Borough of Tarentum is not hindered in doing so by reason of an act of God, accidents, shut-downs, repairs, maintenance, fire, riot, explosion, strikes, flood or public enemy or acts beyond the control of the Borough.

2. The Township of East Deer agrees to purchase from the Borough of Tarentum all of the water it furnishes to any person, corporation, partnership or association.

3. The Township will not furnish water to any person, corporation, partnership or association outside the limits of the Township without the written consent of the Borough of Tarentum.

4. It is stipulated and agreed by the parties herein that the Borough will construct within one (1) year after the date of this Contract, a 12" water main from its present 12" line at East Street in the Borough of Tarentum to the metered pits at or near the dividing line between the Township and the Borough. The parties hereto will determine a method and means by which a minimum pressure and minimum volume agreeable to both parties can be maintained through this pipe.

5. The Township agrees to pay to the Borough for water furnished hereunder, at the following rates for the first year of the contract:

First	200,000 gallons @ .53 per M. gallons	.....	\$ 106.00
Next	200,000 gallons @ .47 per M. gallons	.....	94.00
Next	200,000 gallons @ .40 per M. gallons	.....	80.00
Next	200,000 gallons @ .34 per M. gallons	.....	68.00
Next	200,000 gallons @ .28 per M. gallons	.....	56.00
	<u>200,000</u>		<u>56.00</u>
	1,000,000		\$ 404.00

All over 1,000,000 gallons per quarter @ 27.2 per M. Gallons.

6. The meters shall be read for quarterly billing by a representative of the Borough and the Township upon a date mutually agreeable.

7. On or before the 10th day following said meter read-

ings, the Borough shall render a bill to the Township. The bill, if paid on or before the 25th day of the month, shall be subject to a discount of 5%. If the 25th day of the month falls on a Sunday or legal holiday, payment may be made, without loss of discount, on the next business day following the Sunday or legal holiday. After this date, the bill shall be payable at face for the next 30 days. In the event that the bill is not paid at the expiration of said 30 days, a penalty of 1/2 of 1% per month, or part thereof, shall be charged until said bill is paid.

8. During the term of this Contract, the Borough will not increase the rate for the purchase of water more than \$.03 per 1,000 gallons in any one year unless it increases by the same amount the rate to the users of water in the Borough. In the event any increase is assessed, the Borough shall give the Township one hundred twenty (120) days' notice before the effective date of the increase.

9. In the event that either the Borough of Tarentum or the Township of East Deer is of the opinion that the meter or meters should be tested at any time, the same shall be done by the Pitometer Company, or any other equally qualified professional meter testing company, to be chosen by the parties hereto, and the cost thereof shall be paid equally by the Borough and the Township.

10. In the event that the Borough shall find it necessary to shut off the water supply to the Township for any reason, the Borough shall give notice to the Township of intention to do so, and the notice shall state the estimated duration of such interruption of water supply service.

11. The effective date of this Contract shall be the first day of April, 1972. The Contract shall be in force until March 31, 1987; however, in the event the water consumption by East Deer Township shall be less than 158 million gallons in any year, the Contract shall be automatically extended until March 31, 1992. The Con-

tract shall be in force for another 15 year period and so on from 15 year period to 15 year period, unless one of the parties notifies the other, in writing, of its intention not to be bound for the next 15 year period, at least one year prior to the expiration of the Contract or any 15 year extension thereof.

12. This Contract shall be binding upon the inure to the benefits of the parties hereto and to their respective successors or assigns.

IN WITNESS WHEREOF, the Township of East Deer has caused this Contract to be signed by its Chairman of the Board of Commissioners, attested by its Secretary, and its official seal to be hereto attached; and the Borough of Tarentum has caused this Agreement to be signed by the President of the Borough Council, attested by its Secretary, and its official seal hereto attached.

ATTEST:

Barbara L. W. ...
Secretary

TOWNSHIP OF EAST DEER

By *Edward R. ...*
Chairman of the Board of
Commissioners

ATTEST:

Francis H. ...
Secretary

BOROUGH OF TARENTUM

By *Carl ...*
President of Council