



August 30, 2016

Bernard Lindstrom

RE: Agreement for Services

Dear Bernie:

On behalf of the Pittsburgh Water and Sewer Authority ("PWSA"), I am pleased to confirm our agreement for you to act as the PWSA's Interim Executive Director, beginning on September 12, 2016. The terms of this engagement are set forth below.

Services to be Provided

You will be responsible for performing all duties and accepting all responsibilities incidental to the Interim Executive Director role, including those that are reasonably specified from time to time by PWSA's Board of Directors (the "Services").

Fee for the Services

As consideration for the Services that you perform, PWSA will pay you \$16,666.66 per month. This amount will be paid every other week.

Term

This letter agreement will become effective as of September 12, 2016. It is anticipated that your engagement will continue through March 12, 2017; however, either you or the PWSA may terminate the relationship at any time upon 30 days' written notice to the other party. The period of time during which you are performing the Services is referred to as the "Term".

Status as Independent Contractor

You will, at all times, be an independent contractor, and not an employee of the PWSA. By signing this letter agreement, you represent that you understand and agree that you are not and will not become an employee, partner, agent, or principal of PWSA during or after the Term, unless explicitly agreed to in a writing signed by you and the PWSA's Board Chairperson.

As an independent contractor, you are not entitled to the rights and privileges of employment, including workers' compensation coverage, unemployment compensation, medical insurance, disability insurance, sick leave, annual leave, holiday leave, or any other employment benefit.

As an independent contractor, you will be responsible for payment of all applicable taxes and expenses, including without limitation, federal and state income taxes, social security taxes, unemployment compensation taxes and fees for workers' compensation coverage. You will bear any and all liability for taxes on any fees received under this letter agreement. You agree to indemnify and hold PWSA harmless for any and all claims, costs, damages, fees, penalties, interest, or any other losses arising from failure, whether negligent or intentional, to comply with your tax obligations.

Confidentiality

During the Term, you will have access to confidential and proprietary business information and trade secrets of PWSA, including but not limited to information concerning pricing; business strategies; customers and prospective customers; customer lists; customer contact information; customer histories and requirements; financial information; contracts; product and service pricing and pricing strategies; marketing strategies and other marketing information; computer software and codes; research and development information; personnel information; and internal business policies and practices, all of which are of substantial value to PWSA in its business.

You agree that, at all times during and after the Term, you will not use or cause to be used for your own benefit or for the benefit of any third party, or disclose to any third party in any manner, directly or indirectly, any information of a confidential or proprietary nature, trade secrets or any other knowledge or information, except that which is public knowledge, of or relating to the business of PWSA, without PWSA's express prior written consent.

You agree to return to PWSA, either before or immediately upon the conclusion of the Term, or at any time upon PWSA's request, any and all written information, materials and equipment which constitute or contain proprietary or confidential information or trade secrets of PWSA and any other documents, equipment and materials of any kind which constitute the property of PWSA, whether confidential or not, including any and all copies or notes thereof which may have been made by or for you in the course of your performance of the Services.

Indemnification

In the event that you are made a party or threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding") by reason of your relationship with the Authority or based on any action taken by you as the Authority's Interim Executive Director, the Authority will defend,

indemnify and hold you harmless to the maximum extent permitted under applicable law from and against any liabilities, costs, claims and expenses, including all costs and expenses incurred in defense of any Proceeding (including attorneys' fees), provided, however, that the Authority shall have no obligation to indemnify you with respect to any actions taken by you outside the scope of your engagement with the Authority or action that constitutes willful misconduct. The Authority will retain the exclusive right to control the litigation of any Proceeding and to make decisions regarding defense or settlement of any such matter.

Prerequisites to Engagement

Prior to performing the Services, you must successfully complete a drug screen and must consent to a background check, the results of which are satisfactory to the PWSA. We will forward you information on our service providers under separate cover.

To prevent any misunderstandings between us, this letter sets forth the entire understanding between you and PWSA regarding your relationship with PWSA and supersedes any discussions between us or between you and any other representative of PWSA regarding your engagement.

We look forward to working with you. Please indicate your agreement with the terms of this letter agreement by signing below and returning the offer letter to me within two (2) days of the date of this letter.

Sincerely,



Alex W. Thomson
Chairman of the Board of Directors
The Pittsburgh Water and Sewer Authority

ACCEPTED AND AGREED:



Bernard Lindstrom

Date: 31 August 2016