

EXHIBIT F3



AGREEMENT

This Agreement, made and entered into as of the _____ day of November, 1998

By and Between:

THE BIG BEAVER MUNICIPAL AUTHORITY, a municipal authority,
organized and operated under the laws of the Commonwealth of Pennsylvania,

hereinafter referred to as "Big Beaver",

and

THE CITY OF BEAVER FALLS, a Third Class City,

hereinafter referred to as "Beaver Falls",

WHEREAS, Beaver Falls owns, operates and maintains an existing sewage treatment system and public sewage collection and conveyance system, and

WHEREAS, Big Beaver is planning the construction of a public sewage collection and conveyance system for the Route 18 corridor , and

WHEREAS, Beaver Falls has agreed to provide treatment at its treatment facility for approximately 300 EDU's of sanitary sewage generated from the areas of the Borough of Big Beaver and the Borough of Homewood which are within the Route 18 Corridor Project, and

WHEREAS, Big Beaver desires to convey most of its sanitary sewage to the collection and conveyance system and sewage treatment system of Beaver Falls, and

NOW, WHEREFORE, the parties for and in consideration of the foregoing promises and mutual covenants and obligations contained herein and intending to be legally bound, do hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 - Definitions:

In addition to the terms defined elsewhere in this agreement, the following terms, when used in this Agreement, shall have the following meanings:

a. Agreement means this Intermunicipal Sewage Services Agreement as amended or supplemented at the time in question.

b. Consulting Engineer means a person who is engaged into the engineering profession, who is a registered professional engineer under the laws of the Commonwealth of Pennsylvania who is charged with supervising the construction and operation of sewage systems. A "Consulting Engineer" may be employed or retained by any of the parties.

c. Costs. When used with reference to Capital Additions or the Treatment Plant, Costs shall mean expenditures in respect to said Capital Additions or the Treatment Plant which constitute proper items of cost in accordance with generally accepted engineering and accounting practices. In determining Cost of Capital additions or Cost of the Treatment Plant which are to be shared by Beaver Falls and Big Beaver and other Municipal Entities using the Beaver Falls System, there shall first be deducted from total costs all Federal, State and other constitution grants received by Beaver Falls in aid for such construction. The costs may include, but not be limited to, the following items:

(i) Costs and expenses of acquiring, by purchase or condemnation of land, rights-of-way, easements, licenses and any other interests in real property, including amounts of any award or final judgment in or settlement or compromise of any condemnation proceeding, all damages incident to or consequent upon acquisition or construction, payments for restoration of property damaged or destroyed in connection with any construction, and all fees and expenses incidental thereto, including without

limitation, engineering and legal fees and costs of abstracts of title, title insurance, title opinions and title reports;

(ii) Amounts paid to contractors, builders, suppliers, materialmen, workmen and laborers;

(iii) Costs of performance, payment, maintenance or other bonds and premiums for insurance of any type deemed necessary during construction;

(iv) Fees and expenses of engineers and architects for the preparation of studies, tests, surveys, reports, maps, plans and specifications and for supervision and inspection services;

(v) Legal, accounting and auditing expenses incurred for the acquisition, construction and installation of a Capital Facility or any part thereof;

(vi) Expenses incurred in connection with the financing of a Capital Facility in whole or in part, including accounting, auditing, legal and financial advisor fees and expenses, financial and printing charges, bond insurance premiums and charges for other credit enhancement facilities, advertising expenses and the fees and expenses of paying agents, escrow agents and trustees; and

(vii) Capitalized interest on indebtedness during the construction of a Capital Facility.

(d) Fiscal Year means the period of twelve months beginning on January 1, each year.

(e) Operating Expenses means the reasonable, proper and necessary costs of management and operation including, but not limited to, labor, chemicals, utilities, equipment, materials, supplies and ordinary maintenance, repair and replacement of the source of supply, pumping facilities, treatment plant and appurtenances thereto determined in accordance with generally accepted engineering and accounting practices.

(f) Beaver Falls Plant means the sewage treatment plant owned, operated and maintained by Beaver Falls and having on the date of this agreement, an average daily design capacity of 4.8 MGD.

ARTICLE II SERVICE AREA

Section 2.01 - Service Area:

Beaver Falls will accept and Big Beaver will deliver to Beaver Falls' collection system for transmission and treatment by Beaver Falls all sanitary sewage which will emanate from Big Beaver and Homewood in accordance with the current 537 Plan except for approximately thirty two households located in Big Beaver Borough. The area included in the aforesaid 537 Plan is shown on a map marked Exhibit "A". Big Beaver agrees that it will transport only the sanitary sewage originating from the area shown on Exhibit "A" and not from any area of Big Beaver without having obtained the written approval of Beaver Falls.

Section 2.02 - Maintenance of Collection System:

Big Beaver will maintain the sewage collection and conveyance system within its jurisdiction in a state of good repair and operating condition.

ARTICLE III MANNER OF CONNECTION

Big Beaver shall construct such sewers that are necessary to connect to Beaver Fall's existing sewer system at one connection point at an an existing manhole on State Route 18 near the intersection of State Route 551. Said connection shall be made in accordance with quality construction practice as to not interfere with the flows and use of the existing manholes.

ARTICLE IV
RATES AND CHARGES

Section 4.01 - Treatment Charge: Rates:

(a) The rate charged to Big Beaver shall be based upon a cost per thousand gallons of water usage conveyed to Beaver Falls by Big Beaver over the monthly period. Said rate shall be reasonable and uniform and shall initially be the same rate as that charged to all other customers of Beaver Falls but may subsequently vary consistent with Articles V and VI. The actual billing procedure between the parties shall be as agreed between the parties from time to time.

(b) Beaver Falls shall notify Big Beaver by letter of any proposed change in the rate at least sixty (60) days prior to the time that said rate shall take effect. Beaver Falls shall include with the notice to Big Beaver, a complete copy of the proposed revised rate schedule for its sanitary sewer customers.

Section 4.02 - Invoices:

Invoices for the amount payable by Big Beaver under this article shall be submitted by Beaver Falls to Big Beaver promptly and said invoices shall be payable within thirty (30) days after the invoice date.

ARTICLE V
CAPITAL ADDITIONS

Section 5.01 - General:

Beaver Falls shall have the right to exercise exclusive discretion in determining what capital improvements or expansions to its system are necessary. Big Beaver recognizes that it may be liable for the cost of any system upgraded on a proportional basis. However, unless Big Beaver agrees, it shall not be liable for the cost of any betterment, improvement or addition to the Beaver Falls system which:

(a) Does not improve sanitary sewage service to Big Beaver customers

(b) Is an improvement necessitated by inflow and infiltration in the City of Beaver Falls.

Section 5.02 - Costs to be Charged Proportionally:

In the event that capital additions are required and Big Beaver agrees to said capital addition, the rate to be set shall include the cost of said capital addition including all financing costs and debt service amortization requirements on a proportional basis consistent with prior provisions of this Agreement.

Section 5.03 - Capital Additions Requested by Big Beaver:

In the event that Big Beaver requests that a capital addition be added in order to accommodate its needs, Beaver Falls shall cooperate with Big Beaver and cause said request to be fulfilled if practicable. Beaver Falls shall design and cause said capital addition to be financed, provided that Big Beaver agrees to bear said costs. Big Beaver shall have the option to elect to obtain the financing itself and pay a lump sum to Beaver Falls to complete the project. In the alternative, Big Beaver may elect to have Beaver Falls complete the financing which would be repaid by increasing monthly charges which Big Beaver would pay to Beaver Falls.

ARTICLE VI
CONNECTION FEE

Connection Fee:

There shall be no connection fee paid.

ARTICLE VII
QUALITY STANDARDS

Section 7.01 - Quality Standards:

All sewage discharged from Big Beaver from the its Collection System into Beaver Falls shall meet reasonable quality standards promulgated by Beaver Falls, provided however, that such standards shall not be more stringent than those standards imposed by any law or regulation of the United States of America or the Commonwealth of Pennsylvania unless Big Beaver consents in writing. Big Beaver shall at all times maintain and enforce rules and regulations governing the composition of sewage discharged into its collection system identical in all material respects to those promulgated by Beaver Falls and will permit only approved waste to be discharged into the Big Beaver Collection System. Before promulgating any changes in its rules or regulations relating to quality standards, and its industrial pretreatment program, Beaver Falls shall give Big Beaver written notice of any such changes at least sixty (60) days before the same are to become effective. If Big Beaver so requests, representatives of Beaver Falls shall discuss said proposed changes with representatives of Big Beaver and will provide such additional information relating to said changes as may reasonably be requested by Big Beaver.

ARTICLE X
ARBITRATION

In the event of any dispute between the parties to this Agreement arising out of the interpretation of this Agreement or any matters herein set forth or pertaining to the same, and inability of the parties to amicably adjust the same, then any such dispute shall be settled by arbitration in accordance with the provisions of 42 Pa C.S.A. 7301 et seq., Chapter A, as amended. In any such case, three arbitrators shall be appointed, one by

Beaver Falls, one by Big Beaver and the third by the two so selected, and the decision of the majority thereof shall be binding and conclusive upon the parties. The arbitrators shall not be the Solicitor of any interested party nor the Solicitor of a municipality contracted to transport sewage to Beaver Falls. Upon the refusal of either party to appoint an arbitrator upon ten (10) days' written notice to do so, the other party may apply to the Court of Common Pleas of Beaver County, Pennsylvania, for the appointment of a second arbitrator, and the person so appointed shall for all purposes be deemed to be the arbitrator appointed by such other party; in the event the two arbitrators appointed by the parties or by the Court, as the case may be, shall fail to effect the appointment of a third arbitrator within two weeks following the appointment of the second arbitrator, either party to this Agreement may likewise apply to said Court for the appointment of said third arbitrator. The cost of any such arbitration shall be equally borne by the parties hereto.

In order to be qualified as an arbitrator, the arbitrator must be admitted to practice law in Pennsylvania and must have at least seven years of experience as a Solicitor for a Municipality or a Municipal Authority. They shall be admitted to practice in either Allegheny, Beaver, Butler or Lawrence Counties.

ARTICLE IX
MISCELLANEOUS

Section 9.01 - Notices:

All notices required or authorized to be given pursuant to this agreement shall be in writing and shall be sent by certified mail, postage prepaid to the following addresses:

TO BIG BEAVER:

114 Forest Drive
Darlington, PA 16115

TO BEAVER FALLS

City of Beaver Falls
8th Avenue and 15th Street
Beaver Falls, PA 15010

Or to such other addresses as may, from time to time, be furnished to the parties effective upon receipt of the notice thereof as set forth above.

Section 9.02 - Amendments, Waivers and Consents:

Neither this agreement, nor any term hereof may be amended, changed, waived, discharged or terminated orally and this agreement may only be amended in writing, signed by both parties.

Section 9.03 - Entire Agreement and Counterparts:

This agreement constitutes the entire understanding between the parties and shall supersede any and all prior understandings and agreements with respect to the subject matter covered herein

The captions in this agreement are for purposes of reference only and shall not limit or otherwise affect any of the terms thereof. The agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

Section 9.04 - No Assignments:

No party may assign or transfer its rights hereunder without the prior written consent of the other parties.

Section 9.05 - Successors and Assigns:

This agreement shall bind the parties hereof and their respective successors and assigns.

ARTICLE X
TERMINATION AND EFFECTIVE DATE

This agreement shall become effective when both parties have approved its terms at a public meeting. It shall terminate on December 31, 2011. Either party shall have the right to renegotiate said agreement by making said request in writing within 180 days of December 31, 2011. No renegotiation or termination may occur unless a written notice of at least 180 days is given to the other party. In the event that there is no termination or renegotiation, the agreement shall then be automatically renewed in increments of one year beginning on January 1, 2012.

IN WITNESS WHEREOF, this Agreement has been executed the day and year above first written.

ATTEST:

**BIG BEAVER
MUNICIPAL AUTHORITY**

Secretary

By: _____
Chairman

(seal)

ATTEST:

CITY OF BEAVER FALLS

Secretary

By: _____
Council President

(seal)

Standard Right-to-Know Law Request Form

Good communication is vital in the RTKL process. Complete this form thoroughly and retain a copy; it may be required if an appeal is filed. You have 15 business days to appeal after a request is denied or deemed denied.

SUBMITTED TO AGENCY NAME: Big Beaver Borough (Attn: AORO)

Date of Request: 11/30/22 Submitted via: Email U.S. Mail Fax In Person

PERSON MAKING REQUEST:

Name: CharLee Rosini, Esquire (as counsel for the City of Beaver Falls) Company (if applicable): GTN Law

Mailing Address: 519 Court Place

City: Pittsburgh State: PA Zip: 15219 Email: crosini@gtnlaw.com

Telephone: 412-391-6920 Fax: 412-391-1189

How do you prefer to be contacted if the agency has questions? Telephone Email U.S. Mail

RECORDS REQUESTED: *Be clear and concise. Provide as much specific detail as possible, ideally including subject matter, time frame, and type of record or party names. RTKL requests should seek records, not ask questions. Requesters are not required to explain why the records are sought or the intended use of the records unless otherwise required by law. Use additional pages if necessary.*

Please provide any and all agreements and/or records concerning the Borough of Big Beaver's relationship with the City of Beaver Falls as it would relate to the City of Beaver Falls Sewage Treatment Facility and the existence of and/or participation in the entity known as the Joint Sewer Users (JSU). Additionally, please provide any and all agreements and/or records concerning the Big Beaver Municipal Authority and the City of Beaver Falls as it would relate to City of Beaver Falls Sewage Treatment Facility and the existence of and/or participation in the entity known as the Joint Sewer Users (JSU).

DO YOU WANT COPIES? Yes, printed copies (*default if none are checked*)
 Yes, electronic copies preferred if available
 No, in-person inspection of records preferred (*may request copies later*)

Do you want **certified copies**? Yes (*may be subject to additional costs*) No
RTKL requests may require payment or prepayment of fees. See the [Official RTKL Fee Schedule](#) for more details.

Please notify me if fees associated with this request will be more than \$100 (or) \$_____.

ITEMS BELOW THIS LINE FOR AGENCY USE ONLY

Tracking: _____ Date Received: _____ Response Due (5 bus. days): _____

30-Day Ext.? Yes No (If Yes, Final Due Date: _____) Actual Response Date: _____



Request was: Granted Partially Granted & Denied Denied Cost to Requester: \$_____

Appropriate third parties notified and given an opportunity to object to the release of requested records.

CharLee Rosini

From: Secretary <secretary@bigbeaverborough.org>
Sent: Wednesday, December 14, 2022 9:49 AM
To: CharLee Rosini
Subject: FW: Big Beaver Borough - RTK Request dated 11-30-22
Attachments: Big Beaver Borough Records.PDF

Good Morning CharLee,

Please see the attached document regarding the Right To Know request received.

Borough of Big Beaver Resolution 8 of 1996
Big Beaver Borough Ordinance 220

Please confirm receipt and let me know if you have any questions.

Thanks,
Jenn

From: Secretary
Sent: Wednesday, December 7, 2022 4:04 PM
To: CharLee Rosini <CRosini@gtnlaw.com>
Subject: RE: Big Beaver Borough - RTK Request dated 11-30-22

Hi Charlee,

Your Right To Know request is being worked on. I called your office and left a message for you. Due to the nature of the request, the Borough is requesting the 30-day extension on the request.

Please let me know if you have any questions.

Thanks,

Jennifer Gasser
Secretary
Big Beaver Borough
114 Forest Drive
Darlington, PA 16115
Phone: 724-827-8962
Fax: 724-827-2415

IMPORTANT NOTICE: We have recently made changes to our contact information. Please update your records to this email. This e-mail message is intended to be received only by persons entitled to receive the confidential information it may contain. Please do not read, copy, forward, or store this message unless you are an intended recipient of it. If you have received this message in error, please forward it to the sender and delete it completely from your computer system.

From: CharLee Rosini <CRosini@gtnlaw.com>
Sent: Wednesday, November 30, 2022 2:07 PM
To: Secretary <secretary@bigbeaverborough.org>
Subject: Big Beaver Borough - RTK Request dated 11-30-22

Good Afternoon Ms. Gasser:

I hope you are having a nice day so far. Kindly accept the attached Right to Know Request.

Thank you in advance for your assistance with this request.

Best regards,
CharLee Rosini
Associate Attorney
Gaitens, Tucceri & Nicholas, P.C.
519 Court Place
Pittsburgh, PA 15219
T: (412) 391-6920 | F: (412) 391-1189

BOROUGH OF BIG BEAVER

RESOLUTION NO. 08 of 1996

A RESOLUTION OF THE BOROUGH OF BIG BEAVER, OF AND IN THE COUNTY OF BEAVER AND COMMONWEALTH OF PENNSYLVANIA, TO REVISE THE OFFICIAL SEWAGE PLAN OF THE BOROUGH.

WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act", as amended, and the Rules and Regulations adopted and promulgated thereunder in Chapter 71 of Title 25 of the Pennsylvania Code, requires municipalities of this Commonwealth to adopt and maintain an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters and/or the creation of environmental health hazards with sewage wastes, and further to revise such Plan whenever it is necessary to meet the sewage disposal needs of the municipality;

WHEREAS, the City of Beaver Falls, the Borough of Big Beaver and the Borough of Homewood did cooperatively commence a study through and by the services of Widmer Engineering, Inc., and by respective Resolutions adopted August 10, 1993 by the City of Beaver Falls, adopted July 12, 1993 by the Borough of Big Beaver, and July 14, 1993 by the Borough of Homewood, did adopt and make part of their respective Official Sewage Plans the BEAVER FALLS AREA REGIONAL SEWAGE FACILITIES PLAN - JUNE 1993;

WHEREAS, the Pennsylvania Department of Environmental Resources, now the Pennsylvania Department of Environmental Protection, required additional studies/evaluations of alternative community sewage collection/treatment systems within and for the Borough of Big Beaver and Borough of Homewood, which included among other possibilities, study and evaluation of placement of sewage collector/transmission lines to, and the use of the Koppel Sewage Treatment Plan for treatment of same;

WHEREAS, as a result of said studies/evaluations, Addendums to the said BEAVER FALLS AREA REGIONAL SEWAGE FACILITIES PLAN - JUNE 1993 have been prepared, namely ADDENDUM NO. 1 - NOVEMBER 1993; ADDENDUM NO. 2 - FEBRUARY 1994; ADDENDUM NO. 3 - JULY 1994; ADDENDUM NO. 3A - JANUARY 1995 as REVISED OCTOBER 1995; and ADDENDUM NO. 4 - MAY 1996, together packaged/booked as the BEAVER FALLS AREA ACT 537 REGIONAL SEWAGE FACILITIES PLAN, ADDENDUMS NOS. 1, 2, 3, 3A & 4 - MAY 1996; and

WHEREAS, the Council of the Borough of Big Beaver finds and declares that the said BEAVER FALLS AREA REGIONAL SEWAGE FACILITIES PLAN - JUNE 1993; ADDENDUM NO. 1 - NOVEMBER 1993; ADDENDUM NO. 2 - FEBRUARY 1994; ADDENDUM NO. 3 - JULY 1994; ADDENDUM NO. 3A - JANUARY 1995 as REVISED OCTOBER 1995; and ADDENDUM NO. 4 - MAY 1996, provide alternate public sewage collection/treatment

concepts and possible plans therefor conforming to the municipal ordinances, including but not limited to zoning and subdivision ordinances, of the Borough of Big Beaver, and are appropriate for and to a comprehensive program of pollution control and water quality management.

NOW THEREFORE, BE IT RESOLVED that the Council of the Borough of Big Beaver does hereby adopt, and concurrently submit to the Pennsylvania Department of Environmental Protection for its approval, as a revision to the "Official Sewage Facilities Plan" of the Borough of Big Beaver, the aforesaid BEAVER FALLS AREA REGIONAL SEWAGE FACILITIES PLAN - JUNE 1993; ADDENDUM NO. 1 - NOVEMBER 1993; ADDENDUM NO. 2 - FEBRUARY 1994; ADDENDUM NO. 3 - JULY 1994; ADDENDUM NO. 3A - JANUARY 1995 as REVISED OCTOBER 1995; and ADDENDUM NO. 4 - MAY 1996.

The Borough of Big Beaver hereby assures the Pennsylvania Department of Environmental Protection that the Borough of Big Beaver, with the needed cooperative efforts of other municipal entities, in accordance to all applicable laws, shall diligently pursue and cause implementation of one or more of the alternate methods of public sewerage collection and treatment as studied/evaluated per the aforesaid revision to its "Official Sewage Facilities Plan" in accordance to, and upon it being determined by local officials in their joint efforts, that the construction and subsequent maintenance and continued operation thereof is economically ^{FEASIBLE} ~~feasibility~~ to address present, and long term, public sewerage collection/treatment needs of the Borough of Big Beaver and the regional area included in said revision to its "Official Sewage Facilities Plan."

ADOPTED this 10th day of June, 1996.

ATTEST:

BOROUGH OF BIG BEAVER

Janet E. Kolson
Secretary

Joseph R. Luby
President of Council

I, Janet E. Kolson, Secretary of the Borough of Big Beaver, do hereby certify this is a true and correct copy of the Borough's Resolution No. 08 of 1996, adopted the 10th day of June, 1996.

Janet E. Kolson
Secretary

BIG BEAVER BOROUGH
ORDINANCE NO. 220

AN ORDINANCE OF THE BOROUGH OF BIG BEAVER,
COUNTY OF BEAVER, COMMONWEALTH OF
PENNSYLVANIA, APPROVING A POLICY FOR THE
COLLECTION OF DELINQUENT SEWER USE CHARGES
FOR BIG BEAVER BOROUGH MUNICIPAL AUTHORITY
ACCOUNTS

WHEREAS, Big Beaver Borough Municipal Authority provides for imposition of a sewer use charge upon all users of the public sanitary sewer serving Big Beaver Borough; and,

WHEREAS, the sewer use charge, and penalties, are set forth in the latest Sewer Rate Resolution adopted by the Big Beaver Borough Municipal Authority; and,

WHEREAS, The Sewer Rate Resolution provides that sewer use charges will be billed on the first of the month and shall be paid not later than the 15th of the month or shall be subject to a 10 percent penalty, and further assesses interest on delinquent accounts of one-half percent per month or any fraction thereof until paid; and,

WHEREAS, procedures for collection of delinquent accounts have been implemented over the years without formal adoption; and

WHEREAS, the Big Beaver Borough Municipal Authority by separate resolution dated Dec. 17th 2018 has adopted the delinquent collection policy herein; and

WHEREAS, the Beaver Falls Municipal Authority provides for the collection of sewer bills of the Big Beaver Borough Sewer System for those with public water; the Big Beaver Borough Municipal Authority provides for the collection of sewer bills for the Sewer System for those without public water;

NOW THEREFORE, BE IT RESOLVED and it is hereby resolved that the policy for collection of delinquent sewer use charges shall be as follows:

SECTION I. OWNER OCCUPIED STRUCTURE:

Section 1.1 An owner who becomes three or more months delinquent in paying the sewer bill will be sent a certified letter notifying the owner:

1. They are in violation of this Ordinance.
2. Penalties for continued violation.

3. Thirty days are provided for payment in full or establishment of a payment plan.
4. A complaint will be filed with the district justice after thirty days and all associated costs added to the account.
5. Judgements remaining unpaid after thirty days will be collected by sheriff's sale of personal and real property.

Section 1.2 An owner's refusal to accept delivery of the certified notice will result in the complaint being filed immediately with the district justice.

SECTION 2. TENANT OCCUPIED STRUCTURE:

Section 2.1 When a tenant becomes three or more months delinquent in paying the sewer bill, a certified letter will be sent notifying the owner of the property:

1. The tenant's account is delinquent and has been subject to penalty and interest.
2. The owner of the premises remains ultimately liable for payment of the bill.
3. They are in violation of this Ordinance.
4. Penalties for continued violation.
5. Thirty days are provided for payment in full or establishment of a payment plan.
6. A complaint will be filed with the district justice after thirty days and all associated costs added to the account.
7. Judgements remaining unpaid after thirty days will be collected by sheriff's sale of personal and real property.

Section 2.2 An owner's refusal to accept delivery of the certified notice will result in the complaint being filed immediately with the district justice.

Section 2.3 Tenant accounts that are chronically delinquent will be terminated and the monthly sewer bill will become the direct responsibility of the property owner.

SECTION 3. Nothing in this Ordinance shall prohibit Borough or Borough Municipal Authority personnel from attempting collection by personal contact or other informal means prior to enlisting the collection methods described in Section 1 and Section 2.

SECTION 4. This procedure is for internal use only and failure to adhere to the procedures contained herein shall not constitute a defense to the charges and shall not be grounds for dismissal of the charges or in any way relieve the owner of liability.

SECTION 5. All ordinances, resolutions or parts of ordinances/resolutions not in accord with this ordinance are hereby repealed insofar as they are inconsistent with this ordinance.

APPROVED AND ADOPTED this 18th day of December 2018.

BY:

Becky Bell
Becky Bell, Secretary

THE BOROUGH OF BIG BEAVER:

Jason Landsbach
Jason Landsbach, President

This Ordinance has been reviewed and approved this 18th day of Dec, 2018 by the Mayor of the Borough of Big Beaver.

Donald W. Wachter
Donald Wachter, Mayor



Standard Right-to-Know Law Request Form

Good communication is vital in the RTKL process. Complete this form thoroughly and retain a copy; it may be required if an appeal is filed. You have 15 business days to appeal after a request is denied or deemed denied.

SUBMITTED TO AGENCY NAME: Big Beaver Municipal Authority (Attn: AORO)

Date of Request: 11/30/22 Submitted via: Email U.S. Mail Fax In Person

PERSON MAKING REQUEST:

Name: CharLee Rosini, Esquire (as counsel for the City of Beaver Falls) Company (if applicable): GTN Law

Mailing Address: 519 Court Place

City: Pittsburgh State: PA Zip: 15219 Email: crosini@gtnlaw.com

Telephone: 412-391-6920 Fax: 412-391-1189

How do you prefer to be contacted if the agency has questions? Telephone Email U.S. Mail

RECORDS REQUESTED: *Be clear and concise. Provide as much specific detail as possible, ideally including subject matter, time frame, and type of record or party names. RTKL requests should seek records, not ask questions. Requesters are not required to explain why the records are sought or the intended use of the records unless otherwise required by law. Use additional pages if necessary.*

Please provide any and all agreements and/or records concerning the Big Beaver Municipal Authority and the City of Beaver Falls as it would relate to City of Beaver Falls Sewage Treatment Facility and the existence of and/or participation in the entity known as the Joint Sewer Users (JSU).

DO YOU WANT COPIES? Yes, printed copies (*default if none are checked*)
 Yes, electronic copies preferred if available
 No, in-person inspection of records preferred (*may request copies later*)

Do you want certified copies? Yes (*may be subject to additional costs*) No
RTKL requests may require payment or prepayment of fees. See the [Official RTKL Fee Schedule](#) for more details.

Please notify me if fees associated with this request will be more than \$100 (or) \$_____.

ITEMS BELOW THIS LINE FOR AGENCY USE ONLY

Tracking: _____ Date Received: _____ Response Due (5 bus. days): _____

30-Day Ext.? Yes No (If Yes, Final Due Date: _____) Actual Response Date: _____

Request was: Granted Partially Granted & Denied Denied Cost to Requester: \$_____

Appropriate third parties notified and given an opportunity to object to the release of requested records.

CharLee Rosini

From: Secretary <secretary@bigbeaverborough.org>
Sent: Wednesday, December 14, 2022 9:47 AM
To: CharLee Rosini
Subject: RE: Big Beaver Municipal Authority - RTK Request dated 11-30-22
Attachments: Municipal Authority Records.PDF

Good Morning CharLee,

Please see the attached document regarding the Right To Know request received. The Big Beaver Municipal Authority has been dissolved and is now a part of Big Beaver Borough.

Big Beaver Municipal Authority Resolution 8-17-01
Notice 2009 Joint Sewer Users Updates and Changes
Sewage Billing Agreement June 2010
Sewage Billing Agreement May 2014
Municipal Authority Agreement November 2001
Commonwealth of PA – Application to Join existing Municipal Authority

Please confirm receipt and let me know if you have any questions.

Thanks,
Jenn

From: CharLee Rosini <CRosini@gtnlaw.com>
Sent: Wednesday, December 7, 2022 5:10 PM
To: Secretary <secretary@bigbeaverborough.org>
Subject: RE: Big Beaver Municipal Authority - RTK Request dated 11-30-22

Thank you for the update Jennifer!

Best,
CharLee

From: Secretary [<mailto:secretary@bigbeaverborough.org>]
Sent: Wednesday, December 07, 2022 4:02 PM
To: CharLee Rosini <CRosini@gtnlaw.com>
Subject: RE: Big Beaver Municipal Authority - RTK Request dated 11-30-22

Hi Charlee,

Your Right To Know request is being worked on. I called your office and left a message for you. Due to the nature of the request, the Borough is requesting the 30-day extension on the request.

Please let me know if you have any questions.

Thanks,

Jennifer Gasser
Secretary
Big Beaver Borough
114 Forest Drive
Darlington, PA 16115
Phone: 724-827-8962
Fax: 724-827-2415

IMPORTANT NOTICE: We have recently made changes to our contact information. Please update your records to this email. This e-mail message is intended to be received only by persons entitled to receive the confidential information it may contain. Please do not read, copy, forward, or store this message unless you are an intended recipient of it. If you have received this message in error, please forward it to the sender and delete it completely from your computer system.

From: Secretary
Sent: Monday, December 5, 2022 10:51 AM
To: CharLee Rosini <CRosini@gtnlaw.com>
Subject: RE: Big Beaver Municipal Authority - RTK Request dated 11-30-22

Good Morning CharLee,

I have received and reviewing your Right To Know request. This went to my Spam folder initially.

Thanks,
Jenn

From: CharLee Rosini <CRosini@gtnlaw.com>
Sent: Wednesday, November 30, 2022 2:07 PM
To: Secretary <secretary@bigbeaverborough.org>
Subject: Big Beaver Municipal Authority - RTK Request dated 11-30-22

Good Afternoon Ms. Gasser:

I hope you are having a nice day so far. Kindly accept the attached Right to Know Request.

Thank you in advance for your assistance with this request.

Best regards,
CharLee Rosini
Associate Attorney
Gaitens, Tucceri & Nicholas, P.C.
519 Court Place
Pittsburgh, PA 15219
T: (412) 391-6920 | F: (412) 391-1189

RESOLUTION

No. 8-17-01

BIG BEAVER MUNICIPAL AUTHORITY

WHEREAS, certain delinquent accounts were turned over to Portnoff and Associates; and

WHEREAS, Portnoff and Associates has now taken over the billing on certain past delinquent balances; and

WHEREAS, Beaver Falls Municipal Authority presently collects all Big Beaver Municipal Authority's accounts; and

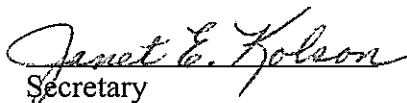
WHEREAS, there is a need to write off the portion of the delinquent accounts that have been turned over to Portnoff and Associates; and

WHEREAS, Beaver Falls Municipal Authority will continue to bill said customers but only on the portion not turned over to Portnoff and Associates; and


WHEREAS, there is a need for a resolution authorizing the Solicitor of the Big Beaver Municipal Authority to notify Beaver Falls Municipal Authority of the accounts that are to be written off.

NOW, WHEREFORE, it is RESOLVED that the Big Beaver Municipal Authority's Solicitor shall notify Beaver Falls Municipal Authority of accounts that are turned over to Portnoff and Associates from time to time as authorized by the Big Beaver Municipal Authority Board.

ATTEST:


Secretary

BIG BEAVER MUNICIPAL AUTHORITY

By 
Chairman

NOTICE

2009 JOINT SEWER USERS UPDATES AND CHANGES

Date: SEPTEMBER 24, 2009

1

RATES: The rate of \$3.20 per thousand gallons will remain in effect for the year 2010.

However, we will review the financial status again in July 2010 and determine at that time if an increase is needed for the year 2011. I believe an increase in line with the cost of living should be expected.

2

LATE FEE CHARGE: RESOLUTION 1209 - Effective January 2010 a 5% late fee charge will be added to any community who fails to pay their quarterly bill on time. This action was taken by council to ensure continued prompt payments by all communities. For the past year no community failed to pay on time, so this action should have no effect on any community.

Enclosed is a copy of RESOLUTION 1209

3

TAP IN FEE: RESOLUTION 1210 - Effective January 2010 the tap-in fee will increase from \$214.00 to \$650.00 per E.D.U. Widmer Engineering did a study of the value for a tap-in according to Act 57. It was determined to be \$650.00 per E.D.U.

Enclosed is a copy of RESOLUTION 1210

4

METERS: New meters and communications are being installed at this time. These meters will allow each community to monitor their flow entering the sewer system at the Beaver Falls line and infiltration problems will be easier to recognize. As each communities new metering is completed, I will contact that community and demonstrate how this new metering system works and what effect infiltration has on overloading the treatment plant. At this time, Big Beaver Municipal Authority and North Sewickley/Eastvale communities are complete and in operation.

If there are any questions, please contact me at 724-843-7184 ext. 6
Jim Breznai
Chief Mechanic / Supervisor

cc: Beaver Falls - Patterson Twp.- Patterson Heights- White Twp.- West Mayfield -
East vale - Big Beaver - North Sewickley

CITY OF BEAVER FALLS
RESOLUTION 1210

A RESOLUTION OF THE COUNCIL OF THE CITY OF BEAVER FALLS ESTABLISHING THE RATE OF THE SEWER TAP-IN FEES FOR BOTH JOINT SEWER USERS AND PROPERTY OWNERS IN THE CITY OF BEAVER FALLS.

WHEREAS, the Council of the City of Beaver Falls pursuant to the Third Class City Code is empowered to establish and adjust certain fees collected by the City of Beaver Falls; and

WHEREAS, it has been determined that the sewage tap-in fees collected by the City of Beaver Falls need adjusted; and

WHEREAS, the City of Beaver falls Sewage treatment plant services not only City users but also outlying municipalities known as Joint Sewer Users.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Beaver falls, and it is hereby resolved by virtue of the authority of the same as follows:

1. The tap-in fee for property owners within the municipalities that are part of the Joint Sewer Users is hereby set at Six Hundred and Fifty (\$ 650.00) Dollars per tap-in.
2. The tap-in fee for property owners within the City of Beaver Falls is hereby set at Two Thousand (\$ 2,000.00) Dollars per tap-in.
3. Any Resolution conflicting with the provisions of this Resolution is hereby repealed so far as the same affects this Resolution.
4. This Resolution shall be effective immediately upon passage.

PASSED AND ADOPTED BY THE COUNCIL of the City of Beaver Falls this 8th Day of September, 2009.

ATTEST:

Paul J. Boudine
City Clerk

CITY OF BEAVER FALLS

Kevin J. Brook
Mayor

CITY OF BEAVER FALLS
RESOLUTION NO. 1209

A RESOLUTION OF THE COUNCIL OF THE CITY OF BEAVER FALLS, BEAVER COUNTY, PENNSYLVANIA APPROVING THE IMPOSITION OF A LATE FEE ON ALL JOINT SEWER USER MUNICIPALITIES TO BE APPLIED THE DAY FOLLOWING THE PAYMENT'S DUE DATE AND TO BE ADDED TO THE FOLLOWING QUARTERLY BILL.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Beaver Falls, Beaver County, Pennsylvania, and it is hereby resolved by the authority of the same as follows:

1. In order to insure prompt receipt of fees due and owing from Joint Sewer User municipalities, it has become necessary to implement a late fee.
2. That said late fee is to be assessed in an amount equal to the five percent (5%) of the outstanding and late bill. The late fee will be imposed the day after the bill was due and will be incorporated into the following quarterly bill.
3. That this Resolution shall be effective immediately.

PASSED AND ADOPTED BY THE COUNCIL of the City of Beaver Falls this 8th day of Sept., 2009.

ATTEST:

Paula J. Burdine
City Clerk

CITY OF BEAVER FALLS:

By: Mark A. Bank
Mayor

SEWAGE BILLING AGREEMENT

THIS AGREEMENT, made this 22nd day of June, 2010 by and between the **BEAVER FALLS MUNICIPAL AUTHORITY**, a body corporate and politic, organized pursuant to the Pennsylvania Municipality Authorities Act of 1945, as amended, having its principal office at 1425 Eighth Avenue, Beaver Falls, Pennsylvania, hereafter called party of the first part,

A
N
D

BIG BEAVER MUNICIPAL AUTHORITY, a borough situate in Beaver County, Pennsylvania, hereinafter called party of the second party.

WHEREAS, the party of the first part supplies water to customers and premises in various municipalities within Beaver County including the Boroughs of Big Beaver and Homewood; and,

WHEREAS, the party of the second part provides sewage collection and/or treatment services to various customers within the Boroughs of Big Beaver and Homewood; and

WHEREAS, party of the second part is authorized to designate the party of the first part to act as its billing and collecting agent for the rentals, rates and charges imposed by the party of the second part for the use of its sewer, sewage system and/or treatment works and cost; and,

WHEREAS, the party of the second part is authorized to designate the party of the first part as its billing and collecting agent and the party of the first part is willing to act as such upon the following terms and conditions:

NOW WITNESSETH THAT in consideration of the mutual covenants herein set forth, the parties hereto agree as follows:

1. The recitals set forth above are incorporated herein by reference thereto.
2. Party of the second part does hereby name, appoint and designate the party of the first part to act as its billing and payment collection agent for the rentals, rates and charges imposed by the party of the second part on owners and occupants or premises serviced by the party of the second part's sewers, sewerage system and/or sewage treatment works.
3. Billing and receipt of payment shall be made by the party of the first part as follows:
 - A. Party of the first part, as it bills for its own water services, shall separately set forth in the bill the sewage charge imposed by the party of the second part on the same customer/premises. Party of the first part shall also bill any flat rate sewage charges to customers not serviced by party of the first part designated by party of the second party upon receipt of said rates.

- B. While the sewage charge shall be set forth separately from the water charge for the same customer/premises, both the sewage charge and the water service charge shall be payable to and received by the party of the first party.
- C. Any partial payment of the joint but separate bill shall, unless otherwise designated by the customer, be applied on a ratio basis. All accounts will be administered using current policies and procedures adopted by the Board of Directors of the Beaver Falls Municipal Authority.
- D. On a monthly basis, on or about the 10th of the month, the party of the first part shall remit to the party of the second part by check, the amount the party of the first part has received in payment for the sewage charges together with a statement which will indicate those customers who have paid their sewage bill and the amount so paid.
- E. Customers will be billed on a monthly basis.

4. Upon commencement of this Agreement, party of the first part will provide the party of the second part with a listing of its customers in the party of the second part's service area. The party of the second part shall reconcile this listing with its own customer list and indicate to the party of the first part, in writing, any additional customers to be billed and/or the identity of customers by name and address to be billed which differ from the original list although the premises served may be the same.

5. The party of the second part shall be responsible for notifying the party of the first part in a timely fashion of any change in customer identity or location, newly connected customers, rate changes or special assessments of additional charges cost and penalties. The party of the second part shall also notify the party of the first part as to the payee and address of where the monthly remittance check shall be mailed.

6. The party of the second part shall pay to the party of the first part the sum of One Dollar and twenty-five cents (\$1.25) per each account billing made by the party of the first part. The party of the first part shall bill the party of the second part for the service rendered at the time the customer bills are mailed. Payment shall be due upon receipt thereof.

7. The party of the first part shall not be responsible for the actual collection of any past due or delinquent account of the party of the second part. Nothing herein shall, however, amend any existing water shut-off agreement or preclude the parties from entering into a water shut-off agreement for delinquent sewage accounts pursuant to 53 P.S. §§2261.

8. The term of this Agreement shall be for a period of four (4) years from the day and year first above written; provided, however, that either party may terminate this Agreement by giving ninety (90) days written notice of termination to the non-terminating party.

10. This Agreement is made and executed pursuant to a resolution of the Board of Directors of the party of the first part adopted on the 22nd day of June, 2010 a quorum being present and a majority voting in favor thereof authorizing and directing the same to be done.

11. This Agreement is made under and by virtue of a resolution of the Big Beaver Municipal Authority, duly passed at a regular meeting thereof held on the 19th day of MAY, 2010, a quorum being present, authorizing the same to be done.

ATTEST

BEAVER FALLS MUNICIPAL AUTHORITY

July T. Ford
Asst. Secretary

John J. Thera

BIG BEAVER MUNICIPAL AUTHORITY

Janet E. Kolson
SECRETARY/TREASURER

Sandra DeSungu
VICE CHAIRMAN

SEWAGE BILLING AGREEMENT

SEWAGE BILLING AGREEMENT

THIS AGREEMENT, made this 22nd day of May, 2014 by and between the **BEAVER FALLS MUNICIPAL AUTHORITY**, a body corporate and politic, organized pursuant to the Pennsylvania Municipality Authorities Act of 1945, as amended, having its principal office at 1425 Eighth Avenue, Beaver Falls, Pennsylvania, hereafter called party of the first part,

A
N
D

BIG BEAVER MUNICIPAL AUTHORITY, a borough situate in Beaver County, Pennsylvania, hereinafter called party of the second party.

WHEREAS, the party of the first part supplies water to customers and premises in various municipalities within Beaver County including the Boroughs of Big Beaver and Homewood; and,

WHEREAS, the party of the second part provides sewage collection and/or treatment services to various customers within the Boroughs of Big Beaver and Homewood; and

WHEREAS, party of the second part is authorized to designate the party of the first part to act as its billing and collecting agent for the rentals, rates and charges imposed by the party of the second part for the use of its sewer, sewage system and/or treatment works and cost; and,

WHEREAS, the party of the second part is authorized to designate the party of the first part as its billing and collecting agent and the party of the first part is willing to act as such upon the following terms and conditions:

NOW WITNESSETH THAT in consideration of the mutual covenants herein set forth, the parties hereto agree as follows:

1. The recitals set forth above are incorporated herein by reference thereto.
2. Party of the second part does hereby name, appoint and designate the party of the first part to act as its billing and payment collection agent for the rentals, rates and charges imposed by the party of the second part on owners and occupants or premises serviced by the party of the second part's sewers, sewerage system and/or sewage treatment works.
3. Billing and receipt of payment shall be made by the party of the first part as follows:
 - A. Party of the first part, as it bills for its own water services, shall separately set forth in the bill the sewage charge imposed by the party of the second part on the same customer/premises. Party of the first part shall also bill any flat rate sewage charges to customers not serviced by party of the first part designated by party of the second party upon receipt of said rates.

- B. While the sewage charge shall be set forth separately from the water charge for the same customer/premises, both the sewage charge and the water service charge shall be payable to and received by the party of the first party.
- C. Any partial payment of the joint but separate bill shall, unless otherwise designated by the customer, be applied on a ratio basis. All accounts will be administered using current policies and procedures adopted by the Board of Directors of the Beaver Falls Municipal Authority.
- D. On a monthly basis, on or about the 10th of the month, the party of the first part shall remit to the party of the second part by check, the amount the party of the first part has received in payment for the sewage charges together with a statement which will indicate those customers who have paid their sewage bill and the amount so paid.
- E. Customers will be billed on a monthly basis.

4. Upon commencement of this Agreement, party of the first part will provide the party of the second part with a listing of its customers in the party of the second part's service area. The party of the second part shall reconcile this listing with its own customer list and indicate to the party of the first part, in writing, any additional customers to be billed and/or the identity of customers by name and address to be billed which differ from the original list although the premises served may be the same.

5. The party of the second part shall be responsible for notifying the party of the first part in a timely fashion of any change in customer identity or location, newly connected customers, rate changes or special assessments of additional charges cost and penalties. The party of the second part shall also notify the party of the first part as to the payee and address of where the monthly remittance check shall be mailed.

6. The party of the second part shall pay to the party of the first part the sum of One Dollar and fifty cents (\$1.50) per each account billing made by the party of the first part. The party of the first part shall bill the party of the second part for the service rendered at the time the customer bills are mailed. Payment shall be due upon receipt thereof.

7. The party of the first part shall not be responsible for the actual collection of any past due or delinquent account of the party of the second part. Nothing herein shall, however, amend any existing water shut-off agreement or preclude the parties from entering into a water shut-off agreement for delinquent sewage accounts pursuant to 53 P.S. §§2261.

8. The term of this Agreement shall be for a period of four (4) years from the day and year first above written; provided, however, that either party may terminate this Agreement by giving ninety (90) days written notice of termination to the non-terminating party.

10. This Agreement is made and executed pursuant to a resolution of the Board of Directors of the party of the first part adopted on the 22nd day of May, 2014 a quorum being present and a majority voting in favor thereof authorizing and directing the same to be done.

11. This Agreement is made under and by virtue of a resolution of the Big Beaver Municipal Authority, duly passed at a regular meeting thereof held on the 19th day of May, 2014, a quorum being present, authorizing the same to be done.

ATTEST

John Sylbester

BEAVER FALLS MUNICIPAL AUTHORITY

Greg T. Fied

BIG BEAVER MUNICIPAL AUTHORITY

Janet E. Kolson
SECRETARY/TREASURER

Sandra DeSanzo
Chair

Agreement

THIS AGREEMENT, made this 14th day of November, 2001,

by and between:

THE BEAVER FALLS MUNICIPAL AUTHORITY, a body corporate and politic, having its principal office at 1425 Eighth Avenue, Beaver Falls, Pennsylvania,

hereinafter referred to as "Water Authority".

and

BIG BEAVER MUNICIPAL AUTHORITY, a body corporate and politic, having its principal office at 114 Forest Drive, Darlington, Pennsylvania,

hereinafter referred to as "Big Beaver":

WHEREAS, the *WATER AUTHORITY* supplies water to various municipalities within Beaver County, including parts of Big Beaver Borough and Homewood Borough; and

WHEREAS, *BIG BEAVER* provides sewage transportation services to some of the houses and customers situate within Big Beaver Borough and Homewood Borough; and

WHEREAS, the Pennsylvania Legislature has enacted a law authorizing the *WATER AUTHORITY* to shut off water supply to a premises for the non-payment of sewage services, rental and other charges to the premises as set forth in the Act of April 14, 1949, P.L. 482, as amended, 53 P.S. §2201, et seq.; and

WHEREAS, the Municipal Authorities Act also provides that *BIG BEAVER* and the *WATER AUTHORITY* may enter into an Agreement concerning such water shut-off services.

NOW WITNESSETH THAT, in consideration of the mutual promises, covenants and performance hereinafter set forth and intending to be legally bound hereby, the *WATER AUTHORITY* and *BIG BEAVER* agree as follows:

1. Upon the written request of *BIG BEAVER*, as more fully described herein below, the *WATER AUTHORITY*, within five (5) working days after *BIG BEAVER* has made said written request, shall go to the premises for the purpose of shutting off the water supply.

2. If the delinquent amount of the sewage bill is collected after the request for water shut-off is made but up to and including the time when the personnel from the *WATER AUTHORITY* and *BIG BEAVER* go to the premises for the purpose of shutting off the water supply, *BIG BEAVER* shall pay the *WATER AUTHORITY* the existing water shut-off fee (as established annually by the *WATER AUTHORITY*) for each water main that was to have been shut off. If the delinquent amount of the sewage bill is not collected when the *WATER AUTHORITY* and *BIG BEAVER* personnel go to the premises and the water is shut off, *BIG BEAVER* shall pay the *WATER AUTHORITY* the then existing water shut-off and restoration fee (as established annually by the *WATER AUTHORITY*) for each water main that is shut off. This fee also includes the cost of the *WATER AUTHORITY* again going to the premises to turn the water back on once the delinquent charge has been paid, and *BIG BEAVER* authorizes, in writing, that the water service be restored to the premises.

3. Payment of said amount by *BIG BEAVER* to the *WATER AUTHORITY* shall be made at the time when the *WATER AUTHORITY* and *BIG BEAVER* personnel go to the premises to shut off the water.

4. This Agreement may be terminated by either party upon thirty (30) days written notice of termination.

5. *BIG BEAVER* agrees to deliver to the *WATER AUTHORITY*, concurrently with execution and delivery of this Agreement, a certified copy of a Resolution by *BIG BEAVER* authorizing *BIG BEAVER* to invoke the shut-off provisions of the Act of April 14, 1949, P.L. 482, 53 P.S. §2261 et seq., as amended, to enforce collection of sewage collection treatment service charges. Said Resolution shall also set forth the name and title of any officer, agent or employee of *BIG BEAVER* who shall have the power to: (a) request the shut-off of water service for delinquent accounts; (b) certify compliance by *BIG BEAVER* with all applicable provisions of the aforesaid Act of Assembly; and (c) direct restoration of water service to the premises involved. *BIG BEAVER* shall also, from time to time, furnish the *WATER AUTHORITY* with a certified copy of any subsequent resolution by *BIG BEAVER* changing or repealing any provision of said original Resolution.

6. The *WATER AUTHORITY* will not consider a request for a water shut-off unless the following conditions and procedures are met and strictly followed:

A. *BIG BEAVER* will provide the *WATER AUTHORITY* with a copy of the Notice of Intent to Shut-off Water mailed to the person or persons liable for the sewage charges, together with a copy of the certified mail sender's receipt for said Notice.

B. The person designed in paragraph five (5) shall execute an Affidavit and deliver it to the *WATER AUTHORITY* at the same time that the written request for shut-off is made stating:

- 1) The name and address of the person or persons liable for the payment of the sewage charges, the name of the occupants and whether the occupants are tenants or owners of the property.
- 2) The location of the property, including house number and street address.
- 3) That the account is delinquent for a period of thirty (30) or more days from the due date of the bill and the date of the last billing.
- 4) That a Notice of Intent to Shut-off the Water for failure to pay the sewage bill has been sent to the person or persons liable for the account at their last known address and the date of the mailing hereof.
- 5) That the premises have also been posted at the main entrance with a Notice of Intent to Shut-off Water and the date the notice was posted and the name of the person posting said notice.
- 6) That at least ten (10) days have elapsed from the time the Notice of Intent to Shut-off Water was mailed and posted.
- 7) The amount due on the sewage account, together with any other charges, interest or penalties to be collected.
- 8) That the water is not being shut off because a previous tenant has failed to pay the sewage charges.

7. Upon receipt of the written request for shut-off and if no Affidavit of Defense is received by the *WATER AUTHORITY* during a period of at least ten (10) days from the mailing and posting of the Notice of Intent to Shut-off Water from the person or persons liable for the payment of said sewage charges, the person designed in paragraph five (5) above shall contact the *WATER AUTHORITY* personnel and make arrangements within five (5) working days as to when the water can be shut off. *BIG BEAVER* shall provide a representative to accompany the *WATER AUTHORITY* representative to the premises to explain to the occupant/owner the reason for the shut-off or to collect the amount due for the sewage charges. In no case will the *WATER AUTHORITY* personnel collect the delinquent sewer service charges. The *WATER AUTHORITY* personnel will only locate the valve and turn the water off if the account is not then and there paid to the *BIG BEAVER* representative.

8. *BIG BEAVER* shall have the duty to make periodic inspections to determine whether the water service has been restored improperly. If so, the *WATER AUTHORITY* agrees to return to the property to shut off the water service upon receipt of a written notice from the authorized representative of *BIG BEAVER* as stated in paragraph five (5) above. Any such return trips made by the *WATER AUTHORITY* shall be charged to *BIG BEAVER* at the same rate as the water shut-off fee referred to in paragraph two (2) above. Provided further that if it is necessary for the *WATER AUTHORITY* to fill the curb box to prevent the repeated unauthorized resumption of water service, the then existing curb box fee shall be imposed upon *BIG BEAVER* and paid to the *WATER AUTHORITY* for the filling and cleaning of the curb box.

9. *BIG BEAVER* shall be responsible to the *WATER AUTHORITY* for loss of revenue, computed on an estimated usage basis for the subject account due to any shut-off for non-payment of the sewage bill.

10. Nothing contained in this Agreement shall in any way affect the right of the *WATER AUTHORITY* to shut off water service to any property served by *BIG BEAVER* for the non-payment of charges for water service to such property or for any other reason for which the *WATER AUTHORITY* may properly terminate water service. The shut off of water service by the *WATER AUTHORITY* for its own purposes shall not subject it to liability of any kind to *BIG BEAVER* for any loss that may result from such shut off.

11. The *WATER AUTHORITY* shall not be liable for injury to any person, including death, or damage to any property directly or indirectly arising out of the shut off of water service pursuant to this Agreement, at the direction of *BIG BEAVER*. *BIG BEAVER* does by this Contract agree to indemnify and hold the *WATER AUTHORITY*, its directors, officers, agents and employees harmless from any claim, damages, payment, cost or expense, including counsel fees, for injury to any person, including death, or damage to any property, directly or indirectly arising from the shut off of water service, for a delinquent sewage account. It is expressly understood by the *WATER AUTHORITY* and *BIG BEAVER* that this Agreement of indemnification shall not require *BIG BEAVER* to indemnify the *WATER AUTHORITY* for the negligent or otherwise tortious acts of the *WATER AUTHORITY'S* officers, agents and employees in shutting off water services pursuant to this Agreement.

12. This Agreement is duly made and entered into pursuant to a Resolution of the Beaver Falls Municipal Authority duly passed at a regularly scheduled meeting of its Board of Directors held on the _____ day of _____, 2001, a quorum being present and voting in favor thereof and pursuant to a Resolution of the Board of Directors of the Big Beaver Municipal Authority, duly passed at a regularly scheduled meeting of its Board, held on the 14th day of November, 2001, a quorum being present and voting in favor thereof.

IN WITNESS WHEREOF, the parties by their hands and seals the day and year first above written.

THE BEAVER FALLS MUNICIPAL AUTHORITY

ATTEST:

Secretary

By: _____ Chairman

Witness

Witness

BIG BEAVER MUNICIPAL AUTHORITY

ATTEST:

Jane L. Wilson

Secretary

By: *[Signature]* _____ Chairman

[Signature]

Witness

Witness

Copy

Applicant's Account No. _____

Filed this _____ day of _____, 1996.
Commonwealth of Pennsylvania
Department of State

Secretary of the Commonwealth

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAU

Application to Join
existing Municipal Authority

In compliance with the requirements of the Municipal Authorities Act, namely the Act of May 2, 1945, P.L. 382, as amended, including but not limited to Section 3.2 and Section 3 thereof [53 P.S. 304 and 303 respectively], the undersigned duly authorized officers of the **Big Beaver Municipal Authority**, the Borough of Homewood and the Borough of Big Beaver, file this **Application to Join** for the purpose of having the Borough of Homewood to be a participating municipality to and of the Big Beaver Municipal Authority, hereby certify that:

1. The name of the municipal authority is:

BIG BEAVER MUNICIPAL AUTHORITY

2. The said municipal authority was created solely by the Borough of Big Beaver and was duly granted a **Certificate of Incorporation** on May 31, 1963 pursuant to the provisions of the Municipal Authorities Act, being the Act of May 2, 1945, P.L. 382, as amended. [53 P.S. 301 et seq.], and per Section 3.2 of said Act [53 P.S. 304], the Borough of Homewood is a joining municipality to said Authority.

3. No other Authority has been organized under the said Municipal Authorities Act, or under any previous Act of Assembly of the Commonwealth of Pennsylvania authorizing and/or regulating municipal authorities by either the Borough of Big Beaver or the Borough of Homewood, and the **Big Beaver Municipal Authority** is in existence in or for the municipalities, the said Borough of Big Beaver and the Borough of Homewood, both situate within Beaver County, Pennsylvania.

4. The name of the joining or in-coming municipality is the Borough of Homewood, and the names and addresses of its present officers are as follows:

Mayor - Edward Barnhouse, P.O. Box 8017, Racine, PA 15010

President of Council - Alfred DeSanzo, P.O. Box 8417, Racine, PA 15010

Council Members - Alan DeSanzo, P.O. Box 8437, Racine, PA 15010
Viola Freed, P.O. Box 8027, Racine, PA 15010
David Huffman, Sr., P.O. Box 8425, Racine, PA 15010
Jerry Mussey, R.D.#3, Beaver Falls, PA 15010
Frank Policaro, P.O. Box 8014, Racine, PA 15010
Jeffrey Policaro, P.O. Box 8414, Racine, PA 15010

Secretary - Elaine Buzzelli, P.O. Box 8067, Racine, PA 15010

5. The membership of the governing Board of the Big Beaver Municipal Authority is and shall remain five in number, following staggering first appointment terms upon organizing as a joint authority as hereafter stated, with the term of office being five (5) years, with two members always being appointed by each municipality and alternating the appointment of the fifth member every other term by the joining municipalities of Big Beaver Borough and Homewood Borough, with the initial members of the Board of the joint authority being:

- a.) Russell Ernfield, 134 Forest Drive, Darlington, PA 16115, for initial joint authority board member term of five (5) years, appointed by Big Beaver Borough.
- b.) Nick V. Colao, II, 1431 Shenago Road, Darlington, PA 16115, for initial joint authority board member term of four (4) years, appointed by Big Beaver Borough.
- c.) John A. Filby, 1116 Shenago Road, Beaver Falls, PA 25020, for initial joint authority board member term of three (3) years, appointed by Big Beaver Borough.
- d.) James C. Cananzi, P.O. Box 8412, Racine, PA 15010, for initial joint authority board member term of two (2) years, appointed by Homewood Borough.
- e.) Robert K. McKeel, II, P.O. Box 8054, Racine, PA 15010, for initial joint authority board member term of one (1) year, appointed by Homewood Borough.

6. The project or projects to be undertaken by the Big Beaver Municipal Authority is and shall be such projects permitted and authorized under and pursuant to the aforesaid Municipal Authorities Act as the Borough of Big

Beaver and the Borough of Homewood shall specify by ordinance or resolution from time to time, including but not limited to implementation of a public sewage project in accordance to said Borough's approved Comprehensive Sewage Facilities Plan.

IN WITNESS WHEREOF, the undersigned officials of the Big Beaver Municipal Authority, Big Beaver Borough and Homewood Borough have hereunto set their respective hands and seals to this Application to Join the day and year set forth as to each.

Attest:

Janet E. Kolson
Secretary

Dated: August 21, 1996

Big Beaver Municipal Authority

By: Nicholas V. Colavita
Chairman-President

Attest

Dated: August _____, 1996

Borough of Homewood

By: Alfred DeSanto
President of Council

Attest

Janet E. Kolson

Dated: August 22, 1996

Borough of Big Beaver

By: Joseph R. Zumbly
President of Council

APPROVED AND FILED IN THE DEPARTMENT OF STATE ON THE _____ DAY OF _____, 1996.

Secretary of the Commonwealth