

EXHIBIT F4

RECEIVED

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WIDMER ENGINEERING, INC.

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of January, 2003, by and between:

NORTH SEWICKLEY TOWNSHIP SEWER AUTHORITY, a Municipal Authority, organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as "Authority",

AND

CITY OF BEAVER FALLS, a Third-Class City, organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as "City".

WHEREAS, the City owns, operates and maintains an existing sewage treatment system and public sewage collection and conveyance system; and

WHEREAS, the Authority is planning the construction of a public sewage collection and conveyance system for Phase 2 of its sanitary sewer project covering a portion of North Sewickley Township; and

WHEREAS, the City has agreed to provide treatment at its treatment facility for approximately 950 EDU's of sanitary sewage generated from the areas of the North Sewickley Township which are within Phase 2 of the Authority's sanitary sewer project; and

WHEREAS, the Authority desires to convey the sanitary sewage generated by Phase 2 of its sanitary sewer project to the collection and conveyance system and sewage treatment system of the City,

NOW, THEREFORE, 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 in the engineering profession, who is a registered professional engineer under the laws of the Commonwealth of Pennsylvania, and who is charged with monitoring the construction and operation of sewage systems. A "Consulting Engineer" may be employed or retained by either party.

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 the City and the Authority and other municipal entities using the City System, there shall first be deducted from total costs all

Federal, State and other construction grants received by the City in aid for such construction. The costs may include, but not be limited to, the following items:

1. 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, 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;
2. Amounts paid to contractors, builders, suppliers, materialmen, workmen and laborers;
3. Costs of performance, payment, maintenance or other bonds, fees for permits and premiums for insurance of any type deemed necessary during construction;
4. 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;
5. Legal, accounting and auditing expenses incurred for the acquisition, construction and installation of a Capital Facility or any part thereof;
6. 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

7. Capitalized interest on indebtedness during the construction of a Capital Facility.

D. Fiscal Year means the period of twelve months beginning on January 1 of each year.

E. Operating Expenses means the reasonable, proper and necessary costs of management and operation of sewage systems including, but not limited to, labor, chemicals, utilities, equipment, materials, supplies and ordinary maintenance, repair and replacement of the sewage collection and conveyance systems, 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 the City and having on the date of this Agreement an average daily design capacity of 4.8 million gallons per day (MGD).

ARTICLE 2 SERVICE AREA

Section 2.01 – Service Area.

The City will accept and the Authority will deliver to the City's collection system for transmission and treatment by the City all sanitary sewage which will emanate from North Sewickley Township in accordance with the current Act 537 Plan. The area included in the

aforesaid Act 537 Plan is shown on a map attached hereto, made a part hereof and marked as Exhibit "A". The Authority agrees that it will transport only the sanitary sewage originating from the area shown on Exhibit "A" and not from any other area of North Sewickley Township without having obtained the written approval of the City.

Section 2.02 – Maintenance of Collection System.

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

ARTICLE 3
MANNER OF COLLECTION

The Authority shall construct such sewers that are necessary to connect the City's existing sewer system at one connection point located as shown on the drawing attached hereto, made a part hereof and marked as Exhibit "B". 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 4
RATES AND CHARGES

Section 4.01 – Treatment Charge: Rates.

A. The rate charged to the Authority shall be based upon a cost per thousand gallons of water usage by Authority customers conveyed to the City by the Authority 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 the City but may subsequently vary consistent with Article 5. The actual billing procedure between the parties shall be as agreed between the parties from time to time.

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

Section 4.02 – Invoices.

Invoices for the amount payable by the Authority under this Article shall be submitted by the City to the Authority promptly and said invoices shall be payable within thirty (30) days after the invoice date.

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Section 5.01 – General.

The City shall have the right to exercise exclusive discretion in determining what capital improvements or expansions to its treatment plant are necessary. The Authority recognizes that it may be liable for the cost of any treatment plant upgrade on a proportional basis. However, unless the Authority agrees, it shall only be liable for the cost of any betterment, improvement or addition to the City's treatment plant which improves sanitary sewage service to the Authority's customers.

Section 5.02 – Costs to be Charged Proportionally.

In the event that Capital Additions are required which the City is liable to pay or agrees to pay under Section 5.01 above, the rate to be set shall include the cost of said Capital Additions, 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 the Authority.

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

**ARTICLE 6
CONNECTION FEE**

Section 6.01 - Connection Fee.

The connection fee for each EDU connected to the Authority's system, the sewage from which is conveyed to the City's sewage treatment plant, that will be paid to the City is Two Hundred Fourteen (\$214.00) Dollars.

**ARTICLE 7
QUALITY STANDARDS**

Section 7.01 – Quality Standards.

All sewage discharged from the Authority's Collection System into the City's sewage system shall meet reasonable quality standards promulgated by the City, 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 the Authority consents in writing. The Authority 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 the City and will permit only approved waste to be discharged into the Authority's Collection System. Before promulgating any changes in its rules or regulations relating to quality standards, and its industrial pre-treatment program, the City shall give the Authority written notice of any such changes at least sixty (60) days before the same are to become effective. If the Authority so requests, representatives of the City shall discuss said proposed changes with representatives of the Authority and will provide such additional information relating to said changes as may reasonably be requested by the Authority.

ARTICLE 7 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 the City, one by the Authority 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 the City. 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. The Arbitrators shall be admitted to practice in Beaver County.

ARTICLE 8
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:

The Authority:
North Sewickley Township
Sewer Authority
893 Mercer Road
Beaver Falls, PA 15010

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

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

Section 9.02 – Amendments, Waviers 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 party.

Section 9.05 – Successors and Assigns.

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

ARTICLE 9
TERMINATION AND EFFECTIVE DATE

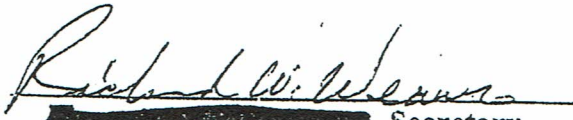
This Agreement shall become effective when both parties have approved its terms at a public meeting. It shall terminate on December 31, 2012. Either party shall have the right to renegotiate said Agreement by making said request in writing within 180 days of December 31,

2012. 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, 2013.

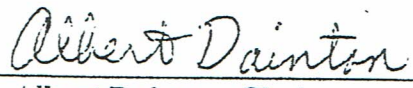
IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

ATTEST:

NORTH SEWICKLEY TOWNSHIP
SEWER AUTHORITY



Richard W. Weaver, Secretary
Richard W. Weaver

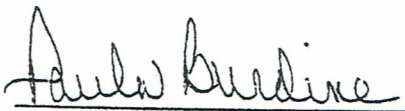
By: 

Albert Dainton, Chairman

(SEAL)

ATTEST:

CITY OF BEAVER FALLS



Paula Burdine, City Coordinator

By: 

Karl Boak, Mayor

(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: North Sewickley Township Sewage 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 North Sewickley Township Sewage Authority and 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).

- 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.

NOTE: In most cases, a completed RTKL request form is a public record.
More information about the RTKL is available at <https://www.openrecords.pa.gov>

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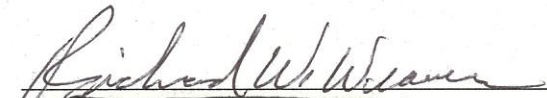
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IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

ATTEST:

**NORTH SEWICKLEY TOWNSHIP
SEWER AUTHORITY**



~~Augustine A. Fornataro, Secretary~~
Richard W. Weaver

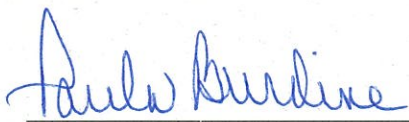
By: 

Albert Dainton, Chairman

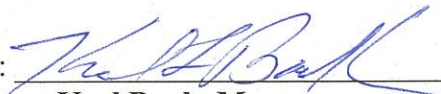
(SEAL)

ATTEST:

CITY OF BEAVER FALLS



Paula Burdine, City Coordinator

By: 

Karl Boak, Mayor

(SEAL)



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SUBMITTED TO AGENCY NAME: North Sewickley Township (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.*

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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: _____

NOTE: In most cases, a completed RTKL request form is a public record.
More information about the RTKL is available at <https://www.openrecords.pa.gov>



pennsylvania
OFFICE OF OPEN RECORDS

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.

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of January, 2003, by and between:

NORTH SEWICKLEY TOWNSHIP SEWER AUTHORITY, a Municipal Authority, organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as "Authority",

A N D

CITY OF BEAVER FALLS, a Third-Class City, organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as "City".

WHEREAS, the City owns, operates and maintains an existing sewage treatment system and public sewage collection and conveyance system; and

WHEREAS, the Authority is planning the construction of a public sewage collection and conveyance system for Phase 2 of its sanitary sewer project covering a portion of North Sewickley Township; and

WHEREAS, the City has agreed to provide treatment at its treatment facility for approximately 950 EDU's of sanitary sewage generated from the areas of the North Sewickley Township which are within Phase 2 of the Authority's sanitary sewer project; and

WHEREAS, the Authority desires to convey the sanitary sewage generated by Phase 2 of its sanitary sewer project to the collection and conveyance system and sewage treatment system of the City,

NOW, THEREFORE, 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 in the engineering profession, who is a registered professional engineer under the laws of the Commonwealth of Pennsylvania, and who is charged with monitoring the construction and operation of sewage systems. A "Consulting Engineer" may be employed or retained by either party.

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 the City and the Authority and other municipal entities using the City System, there shall first be deducted from total costs all

Federal, State and other construction grants received by the City in aid for such construction. The costs may include, but not be limited to, the following items:

1. 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, 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;

2. Amounts paid to contractors, builders, suppliers, materialmen, workmen and laborers;

3. Costs of performance, payment, maintenance or other bonds, fees for permits and premiums for insurance of any type deemed necessary during construction;

4. 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;

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

6. 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

7. Capitalized interest on indebtedness during the construction of a Capital Facility.

D. **Fiscal Year** means the period of twelve months beginning on January 1 of each year.

E. **Operating Expenses** means the reasonable, proper and necessary costs of management and operation of sewage systems including, but not limited to, labor, chemicals, utilities, equipment, materials, supplies and ordinary maintenance, repair and replacement of the sewage collection and conveyance systems, 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 the City and having on the date of this Agreement an average daily design capacity of 4.8 million gallons per day (MGD).

ARTICLE 2 **SERVICE AREA**

Section 2.01 – Service Area.

The City will accept and the Authority will deliver to the City's collection system for transmission and treatment by the City all sanitary sewage which will emanate from North Sewickley Township in accordance with the current Act 537 Plan. The area included in the

aforesaid Act 537 Plan is shown on a map attached hereto, made a part hereof and marked as Exhibit "A". The Authority agrees that it will transport only the sanitary sewage originating from the area shown on Exhibit "A" and not from any other area of North Sewickley Township without having obtained the written approval of the City.

Section 2.02 – Maintenance of Collection System.

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

ARTICLE 3
MANNER OF COLLECTION

The Authority shall construct such sewers that are necessary to connect the City's existing sewer system at one connection point located as shown on the drawing attached hereto, made a part hereof and marked as Exhibit "B". 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 4
RATES AND CHARGES

Section 4.01 – Treatment Charge: Rates.

A. The rate charged to the Authority shall be based upon a cost per thousand gallons of water usage by Authority customers conveyed to the City by the Authority 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 the City but may subsequently vary consistent with Article 5. The actual billing procedure between the parties shall be as agreed between the parties from time to time.

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

Section 4.02 – Invoices.

Invoices for the amount payable by the Authority under this Article shall be submitted by the City to the Authority promptly and said invoices shall be payable within thirty (30) days after the invoice date.

ARTICLE 5
CAPITAL ADDITIONS

Section 5.01 – General.

The City shall have the right to exercise exclusive discretion in determining what capital improvements or expansions to its treatment plant are necessary. The Authority recognizes that it may be liable for the cost of any treatment plant upgrade on a proportional basis. However, unless the Authority agrees, it shall only be liable for the cost of any betterment, improvement or addition to the City's treatment plant which improves sanitary sewage service to the Authority's customers.

Section 5.02 – Costs to be Charged Proportionally.

In the event that Capital Additions are required which the City is liable to pay or agrees to pay under Section 5.01 above, the rate to be set shall include the cost of said Capital Additions, 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 the Authority.

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

ARTICLE 6
CONNECTION FEE

Section 6.01 - Connection Fee.

The connection fee for each EDU connected to the Authority's system, the sewage from which is conveyed to the City's sewage treatment plant, that will be paid to the City is Two Hundred Fourteen (\$214.00) Dollars.

ARTICLE 7
QUALITY STANDARDS

Section 7.01 – Quality Standards.

All sewage discharged from the Authority's Collection System into the City's sewage system shall meet reasonable quality standards promulgated by the City, 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 the Authority consents in writing. The Authority 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 the City and will permit only approved waste to be discharged into the Authority's Collection System. Before promulgating any changes in its rules or regulations relating to quality standards, and its industrial pre-treatment program, the City shall give the Authority written notice of any such changes at least sixty (60) days before the same are to become effective. If the Authority so requests, representatives of the City shall discuss said proposed changes with representatives of the Authority and will provide such additional information relating to said changes as may reasonably be requested by the Authority.

ARTICLE 7 **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 the City, one by the Authority 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 the City. 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. The Arbitrators shall be admitted to practice in Beaver County.

ARTICLE 8
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:

The Authority:
North Sewickley Township
Sewer Authority
893 Mercer Road
Beaver Falls, PA 15010

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

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

Section 9.02 – Amendments, Waviers 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 party.

Section 9.05 – Successors and Assigns.

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

ARTICLE 9
TERMINATION AND EFFECTIVE DATE

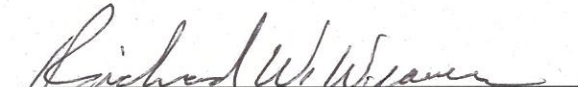
This Agreement shall become effective when both parties have approved its terms at a public meeting. It shall terminate on December 31, 2012. Either party shall have the right to renegotiate said Agreement by making said request in writing within 180 days of December 31,

2012. 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, 2013.

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

ATTEST:

**NORTH SEWICKLEY TOWNSHIP
SEWER AUTHORITY**

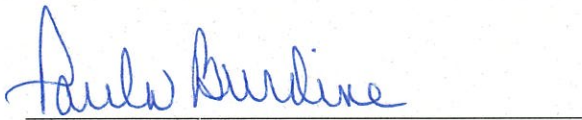

~~Augustine A. Fornataro~~ Secretary
Richard W. Weaver

By: 
Albert Dainton, Chairman

(SEAL)

ATTEST:

CITY OF BEAVER FALLS


Paula Burdine, City Coordinator

By: 
Karl Boak, Mayor

(SEAL)