

EXHIBIT F5

**CITY OF BEAVER FALLS
BEAVER COUNTY PENNSYLVANIA**

ORDINANCE NO. 2036

**AN ORDINANCE OF THE CITY OF BEAVER FALLS AUTHORIZING
THE EXECUTION AND DELIVERY OF A CAPITAL LEASE
AGREEMENT WITH THE JOINT SEWER USERS OF THE CITY
OF BEAVER FALLS**

WHEREAS, The Joint Sewer Users (the "JSU") was created by the City of Beaver Falls (the "City") pursuant to the Pennsylvania Municipality Authorities Act, as amended, 53 Pa. C.S.A. §5601 et. seq. (the "Act") and is authorized under the Act to acquire, hold, construct, finance, improve, maintain, operate, own or lease, either in the capacity of lessor or lessee, sewers, sewer systems or parts thereof and sewage treatment works, including works for treating and disposing of industrial wastes; and

WHEREAS, the JSU transports sanitary waste sewage collected through a network of sewage transmission pipelines within the City and owned by the City (the "City's Sewage Transmission Pipelines"); and

WHEREAS, the JSU has determined that it is in its best interests and in the best interests of its customers to enter into a long-term lease with the City for the City's Main Sewage Transmission Pipeline from Outlying Communities and to set forth certain other agreements between the City and the JSU pursuant to terms and conditions of a Capital Lease Agreement (the "Lease Agreement") between the City, as lessor, and the JSU, as lessee;

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Beaver Falls and it is hereby ordained as follows:

Section 1. In order to provide for the lease of the City's Main Sewage Transmission Pipelines from Outlying Communities and to set forth certain other agreements between the JSU and the City, the JSU shall execute and deliver the Capital Lease Agreement (the "Lease Agreement"), presented at this meeting, with such changes therein as may be approved by the City hereby authorize and direct the Mayor to execute and deliver the Lease Agreement in the name on behalf of Council and to acknowledge the same to be the acts and deeds of Council and the Clerk is authorized and directed to affix the seal of the City to the Lease Agreement when so executed, and to attest the same.

Section 2. Pursuant to paragraph 8 (a) of the Lease Agreement, during the Term of the Lease Agreement, including any extensions thereof, in consideration of the Rent to be paid by the JSU to the City there under and other good and valuable consideration, the City covenants and agrees not to acquire or attempt to acquire any project or facility owned or operated by the JSU, whether now or hereafter existing, or to terminate or attempt to terminate the existence of the JSU pursuant to the Act, including but not limited to 53 Pa. C.S.A. § 5622, and during the Term of the Lease Agreement, including any extensions thereof, the **CITY HEREBY VOLUNTARILY RELINQUISHES AND EXPRESSLY WAIVES ANY RIGHT OR POWER TO ACQUIRE ANY PROJECT OR FACILITY OF THE JSU OR TO TERMINATE THE EXISTENCE OF THE JSU INCLUDING BUT NOT LIMITED TO ANY STATUTORY RIGHT OR POWER UNDER THE ACT, INCLUDING BUT NOT LIMITED TO 53 PA.C.S.A §5622.**

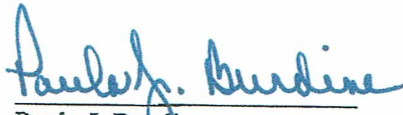
Section 3. The proper officers of the City are hereby authorized, empowered and directed on behalf of the City to execute any and all papers and documents and to do and cause to be done any and all actions and things necessary or proper for the execution or carrying out of this Ordinance and the Lease Agreement.

Section 4. Any ordinance or part of an ordinance not in accord with this Ordinance is hereby repealed as of the effective date of this Ordinance insofar as they affect this Ordinance.

Section 5. This Ordinance shall be effective on the date set forth below.

This Ordinance is hereby enacted this 8th day of April, 2014.

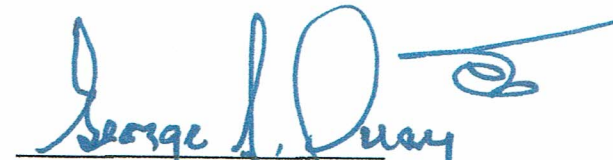
Attest:



Paula J. Burdine
City Clerk

(Seal)

CITY OF BEAVER FALLS:

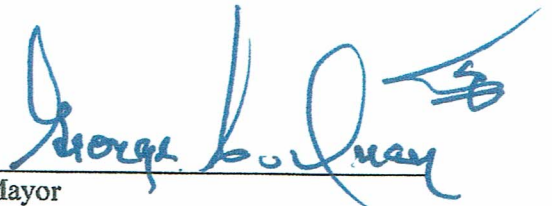


George S. Quay III
Mayor

CERTIFICATION

I, George S. Quay III, Mayor of the City of Beaver Falls, do hereby certify that the attached Ordinance was fully enacted and passed at a meeting of the City of Beaver Falls held on April 8, 2014 after due and proper notice of said meeting having been given and a quorum being present.

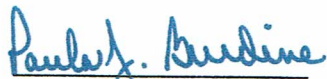
IN WITNESS WHEREOF, I hereunto set my hand and seal this 8th day of April, 2014.



Mayor

AFFIDAVIT

This is to certify that the above is a true and correct copy of the Ordinance enacted by the City of Beaver Falls on the 8th day of April, 2014.



City Clerk

CAPITAL LEASE AGREEMENT

THIS CAPITAL LEASE AGREEMENT, is made and entered into as of April 8, 2014, by and between the **CITY OF BEAVER FALLS**, Beaver County, Pennsylvania, a municipal corporation organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania (the "CITY"), as lessor

and

THE JOINT SEWER USERS, a body corporate and politic, organized and existing under the laws of the Commonwealth of Pennsylvania (the "Commonwealth"), having its principal office in the City of Beaver Falls and County of Beaver ("JSU"), as lessee.

WHEREAS, the JSU was created by the City of Beaver Falls (the "City") pursuant to the Pennsylvania Municipality Authorities Act, as amended, 53 Pa. C.S.A. §5601 et. seq. (the "Act") and is authorized under the Act to acquire, hold, construct, finance, improve, maintain, operate, own or lease, either in the capacity of lessor or lessee, sewers, sewer systems or parts thereof and sewage treatment works, including works for treating and disposing of industrial wastes; and

WHEREAS, the JSU have determined that it is in its best interests and in the best interests of its customers to enter into a long-term lease with the City for the City's main sewage trunk line from outlying communities and to set forth certain other agreements between the City and the JSU pursuant to terms and conditions of this Lease Agreement;

NOW THEREFORE, in consideration of the foregoing recitals, and of the premises and mutual terms and conditions contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. Lease of City's Main Sewage Pipelines From Outlying Communities

The City hereby demises and lets to the JSU and the JSU hereby takes and leases from the City, for the Term, as hereinafter defined, and upon the provisions hereinafter specified, the following described property (collectively the "Leased Property"): (i) the City's Main Sewage Pipelines from Outlying Communities as acquired, repaired, or constructed the date hereof, (ii) all sewage transmission pipelines dedicated by builders or developers subsequent to the date of this Lease Agreement and all assets associated with or used in connection with such pipelines and (iii) all licenses, rights of way, easements and rights of entry benefiting the City's Sewage Transmission Pipelines or providing ingress and egress to the same.

2. Term.

Subject to the provisions hereof, the JSU shall have and hold the Leased Property for a term commencing as of January 1, 2014 and ending on December 31, 2024 at 11:59 p.m., unless extended pursuant to the provisions of paragraph 8 (c) below (the "Term").

At the expiration of the Term the JSU shall deliver up peaceable possession of the Leased Property to the City without delay upon demand therefor by the City.

3. Rent.

The JSU shall pay to the City as rent (the "Rent") for the Leased Property and in consideration of the other covenants and agreements of the City set forth herein as follows: Upon the signing of this agreement, the JSU shall pay to the City on or prior to November 30 of each year thereafter an annual rent amount of Forty Thousand and no/100 (\$40,000.00) Dollars. For Rent payment due on and after November 30, 2014 the exact amount of annual Rent shall be determined exclusively by the JSU each year, subject to the minimum and maximum rental amounts set forth in the preceding sentence, taking into account (i) the financial condition and

results of operations of the JSU as of the time of such determination, (ii) economic conditions of the City and other municipalities if any served by the JSU, (iii) the economic condition of the JSU's customer base, (iv) industry, economic, and financial conditions that may affect or be relevant to the operations of the JSU and (v) such other facts, circumstances and conditions as the JSU, in its sole discretion, shall determine to be relevant.

4. Use of Leased Property; Quiet Enjoyment.

(a) The JSU may occupy and use the Leased Property in order to provide sewer services and services incidental thereto to its customers and other purposes consistent with the public purposes of the JSU. The JSU shall not use or occupy or permit any Leased Property to be used or occupied, nor do or permit anything to be done in or any of the Leased Property, in a manner which would materially violate any law or legal requirement.

(b) Subject to the provisions hereof, so long as no event of default has occurred and is continuing, the City covenants to do no act to disturb the peaceful and quiet occupation and enjoyment of the Leased Property by the JSU.

(c) During the term of this Lease Agreement, the City covenants not to assign, sell, convey or transfer any right, title or interest in or to the Leased Property or create, incur, assume or suffer to exist, directly or indirectly, any lien, encumbrance or security interest of any kind on the Leased Property, other than encumbrances existing as of the date hereof that do not materially interfere with the present use of any of the Leased Property or otherwise materially impair its intended use.

5. Representations and Warranties of the City.

The City hereby represents and warrants to the JSU the following:

(a) Organization; Power: Good Standing. The City has all requisite power and authority to own, operate, and lease its properties including the Leased Property, to carry on its business as now being conducted and to enter into this Lease Agreement and perform its obligations hereunder.

(b) JSU Relative to Lease. The execution, delivery, and performance of this Lease Agreement by the City will have been duly and effectively authorized by all necessary action by the City. This Lease Agreement had been duly executed by the City and is a valid legally binding and enforceable obligation of the City.

(c) Effect of Lease. The execution, delivery, and performance of this Lease Agreement by the City and the consummation of the transactions contemplated hereby will not (i) require the consent, approval, or authorization of any person, cooperation, partnership, joint venture or other business association or public authority (other than the City Council of the City); (ii) violate, with or without the giving of notice or the passage of time, or both, any provisions of law of statute or any rule, regulation, order, award, judgment or decree of any court or governmental Authority applicable to the City; or (iii) conflict with or result in a breach or termination of any provision of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon any of the Leased Property pursuant to any charter, bylaw, indenture, mortgage, lease, contract, agreement or other instrument, or any order, judgment, award, decree, statute, ordinance, regulation, or any other restriction of any kind or character, to which the City is a party, or by which the City or any of the Leased Property may be bound.

(d) Absence of Certain Changes or Events. The City has not:

- (i) mortgaged, pledged, or subjected to any lien, charge, security interest or to any other encumbrance any of the Leased Property; and

(ii) suffered any material casualty loss or damage to the Leased Property, whether or not such loss or damage shall have been covered by insurance.

(e) Title to Leased Property; Absence of Liens and Encumbrances.

(i) The City has good and marketable title to all of the Leased Property, free and clear of all claims and encumbrances, other than easements, liens, pledges, charges and encumbrances, if any, as do not materially interfere with the present use of any of the Leased Property or otherwise materially impair its intended use.

(ii) All rights of way and easements pursuant to which the City uses the Leased Property are valid and binding against the City, in accordance with their terms and there is not under any of such rights of way or easements any existing default by the City, event of default by the City or event which with notice or lapse of time, or both, would constitute a default by the City (and in respect of which the City has not taken adequate steps to prevent such a default from occurring). None of the rights of the City under any of such rights of way or easements is subject to termination or modification as the result of the transactions contemplated hereby.

(f) Litigation. There are no claims, actions, suits, proceedings or investigations pending or, to the City's knowledge, threatened against or affecting the Leased Property at law or in equity, or before or by any federal, state, municipal or governmental or nongovernmental department, commission, board, bureau, agency or instrumentality, United States or foreign, which would have a material adverse affect on the Leased Property.

6. Representation and Warranties of the JSU.

The JSU represents and warrants to the City as follows:

(a) Organization; Good Standing; Power. The JSU is a municipal JSU duly organized,

validly existing and in good standing under the laws of the Commonwealth and will have all requisite power and authority to own, lease and operate its properties and the Leased Property and to carry on its business as now being conducted in connection with the Leased Property and to enter into this Lease Agreement and perform its obligations.

(b) Authority Relative to Lease. On the date hereof, the execution, delivery and performance of this Lease Agreement and the transactions contemplated hereby and thereby by the JSU will have been duly and effectively authorized and ratified by all necessary action by the JSU. This lease has been duly executed buy the JSU and is a valid, legally binding and enforceable obligation of the JSU.

(c) Effect of Lease Agreement. The execution, delivery and performance of this Lease Agreement and the consummation of the transactions contemplated hereby will not (i) require the consent, approval or authorization of any person, corporation, partnership, joint venture or other business association or other public authority (other than the Board of the JSU); (ii) violate, with or without the giving of notice or the passage of time, or both, any provisions of law or statute or any rule, regulation, order, award, judgment or decree of any court or governmental authority applicable to the JSU; or (iii) conflict with or result in a breach or termination of any provision of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon any of the properties or assets of the JSU pursuant to any indenture, corporate charter, bylaw, mortgage, deed of trust, lease, contract, agreement or any other restriction of any kind or character, to which the JSU is a party, or by which the JSU or any of its assets or properties may be bound.

(d) Litigation. There are no claims, action, suits, proceedings, or investigations pending against the JSU or to the best of the JSU's knowledge, threatened, that would have a material

adverse effect on the transaction contemplated hereby.

7. Maintenance and Repair.

The JSU shall throughout the Term, including any extensions thereof, maintain the Leased Property in good condition and promptly make all repairs, replacements and renovations necessary to maintain the same in a safe, good and efficient serviceable condition and to enable the JSU to operate its sewage treatment facilities, whether such repairs, replacements and renovations be ordinary or extraordinary, foreseen or unforeseen. The costs of any such repairs, replacements and renovations of the Leased Property shall be the responsibility of the JSU. The City shall throughout the Term, including any extensions thereof, be responsible for the televising and cleaning of the sewage transmission pipelines necessary to maintain the same in a safe, good and efficient serviceable condition which will enable the JSU to operate its sewage treatment facilities during the term of the lease.

8. Covenants of City

(a) During the Term, including any extensions thereof, the City covenants and agrees not to acquire or attempt to acquire any project or facility owned or operated by the JSU, whether now or hereafter existing, or to terminate or attempt to terminate the existence of the JSU pursuant to the Act, including but not limited to Pa. C.S.A. § 5622, and during the Term, including any extensions thereof, the **CITY HEREBY VOLUNTARILY RELINQUISHES AND EXPRESSLY WAIVES ANY RIGHT OR POWER TO ACQUIRE ANY PROJECT OR FACILITY OF THE JSU OR TO TERMINATE THE EXISTENCE OF THE JSU INCLUDING BUT NOT LIMITED TO ANY STATUTORY RIGHT OR POWER UNDER THE ACT, INCLUDING BUT NOT LIMITED TO 53 PA. C.S.A. § 5622.**

(b) If requested in writing by the JSU pursuant to the provisions of the Act, the City covenants and agrees to adopt by resolution or ordinance, within a reasonable time after receipt of such written request, an amendment to the JSU's Articles of Incorporation.

(c) If required by a lender to the JSU, in connection with a loan to the JSU during the Term or in the event the JSU proposed to issue bonds or notes under the Act during the Term and as required by the underwriter or other purchaser of such bonds or notes or by bond insurer insuring the same, the City covenants and agrees to extend the Term of this Lease Agreement as required by said lender, underwriter, purchaser, or bond insurer. The annual rent for any extension period shall not be less than **(\$40,000.00)**. In the event the Term of this Lease Agreement is extended pursuant to the provisions of this paragraph, all other terms and provisions of this Lease Agreement unless amended by an agreement of both parties shall remain in full force and effect.

9. Events of Default and Remedies

(a) If any one or more of the following events (an "Event of Default") shall happen:

(i) Failure by the JSU to make due and punctual payments of all or any portion of the Rent as and when the same shall be due and payable as provided in other provisions of this Lease Agreement and such failure shall continue for thirty (30) days after receipt of written notice thereof from the City to the JSU; or

(ii) Failure by the JSU or the City to materially perform and comply with any of the other agreements, terms, covenants, or conditions of this lease Agreement within a period of thirty (30) days after notice from one party to the other specifying that such items are in default; provided that, if such failure is not susceptible of being cured with due diligence within such thirty (30) day period,

the time allowed the party to cure such failure shall be extended for such period as may be reasonably necessary so long as the party promptly makes all efforts to complete such cure with all due diligence, provided, further, that if such failure shall subject the Leased Property to any risk of seizure, foreclosure, forfeiture or shall subject a party to any risk of default under any other leases, mortgages or agreements of which the party has been given notice of criminal prosecution, the time allowed hereunder for curing such failure shall immediately and without further notice cease notwithstanding anything to the contained in this Lease Agreement; or

(iii) The JSU or City shall make a general assignment for the benefit of creditors; or

(iv) The JSU or the City shall commence a municipal bankruptcy (adjustment or debts) proceedings under Chapter 9 of the Federal Bankruptcy Code; or

(v) A receiver shall be employed or appointed to take possession of substantially all of the assets of the JSU or the City, which receivership shall remain undissolved for a period of ninety (90) days after creation thereof;

Then in any such event, the non-defaulting party shall have all rights or remedies available to it at law or in equity, including specific performance.

(b) No failure by a party to insist upon the strict performance of any agreement, term, covenant, or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance or full or partial rent during the continuance of any breach, shall constitute a waiver of any such breach of such agreement, term, covenant, or condition. No waiver of any breach shall affect or alter this paragraph but each and every agreement, term,

covenant, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(c) Each right and remedy provided for in this Lease Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by a party of any one or more of the rights or remedies provided for in this Lease Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneousness or later exercise by the party of any or all other rights or remedies provided for in this Lease Agreement or now or hereafter existing in law, in equity, under any statute or otherwise.

10. Miscellaneous

(a) Waivers and Amendment.

(i) The City and the JSU may, by written notice to the other, (i) extend the time for the performance of any obligations or other actions of the other, (ii) waive any inaccuracies in the representations or warranties of the other contained in this Lease Agreement; (iii) waive compliance with any of the covenants of the other contained in this Lease Agreement; and (iv) waive or modify performance of any of the obligations of the other.

(ii) This Lease Agreement may be amended, modified or supplemented only by a written instrument executed by both of the parties hereto. Except as provided in the preceding sentence, no action taken pursuant to this Lease Agreement, including without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance

with any representations, warranties, covenants or agreements contained herein as a waiver by any party hereto of a breach of any subsequent breach.

(c) Notices. All notices, requests, demands and others, communications which are required or may be given under this Lease Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid to the attention of the Mayor and City Council or the Chairman of the JSU.

(d) Entire Agreement. This Lease Agreement constitutes the entire agreement by the JSU and the City, and there are no collateral or oral agreements or understandings with respect to the subject matter hereof. This Lease Agreement supersedes all previous communications, representations or agreements, either verbal or written, between the parties.

(e) Binding Effect. This Lease Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors; nothing in this Lease Agreement, expressed or implied, is intended to confer on any other person other than the parties hereto, or their successors, any rights, remedies, obligations or liabilities under or by reason of this Lease Agreement.

(f) Non- assignability. This Lease Agreement and any rights pursuant hereto shall not be assignable by either party without the prior written consent of the other and any assignment in violation hereof shall be null and void and of no force and effect.

(g) Applicable Law. This Lease Agreement and the legal relations between the parties shall be governed by and in accordance with the Laws of the Commonwealth.

(h) Section and Other Headings. The section and other headings contained in this Lease Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Lease Agreement.

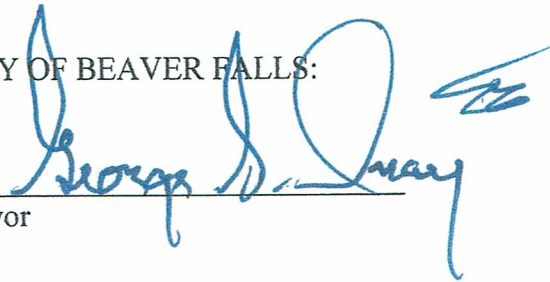
(i) Counterparts. This Lease Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

(j) Further Assurances. The parties hereto each agree to execute, make, acknowledge and deliver such instruments, agreements, assignments, other instruments of title and conveyances and other assurances and documents as may be required to effectuate the purposes of this Lease Agreement and to consummate the transactions contemplated hereby.

IN WITNESS WHEREOF, THE CITY OF BEAVER FALLS has caused this Lease Agreement to be executed on its behalf by its Mayor and its municipal seal to be hereunto affixed and attested by its City Clerk, and the JOINT SEWER USERS has caused this Lease Agreement to be executed on its behalf by its Manager and its seal to be hereunto affixed and attested by its _____, on the date of the last acknowledgement at the end hereof.

CITY OF BEAVER FALLS:

By: _____
Mayor



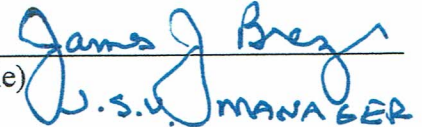
(SEAL)

Attest:

Paula J. Burdine
City Clerk

JOINT SEWER USERS:

By: _____
(Title) W.S.U. MANAGER



(SEAL)

Attest:

Paula J. Burdine
(Title)
City Clerk