

INTRA-MUNICIPAL AGREEMENT

(Executed in Duplicate)

This INTRA-MUNICIPAL AGREEMENT, made and entered into this 28th day of January 2014, by and between BCI MUNICIPAL AUTHORITY, a Pennsylvania Municipal Authority with its principal place of business located at Cressview Street Extension, Irvona, Pennsylvania, 16656, party of the first part, hereinafter referred to as "BCIMA"

-AND-

GLENDALE VALLEY MUNICIPAL AUTHORITY, a Pennsylvania Municipal Authority with its principal place of business located at 1800 Beaver Valley Road, Flinton, Pennsylvania, 16640, hereinafter referred to as "GVMA".

WITNESSETH

WHEREAS, BCIMA is the owner and operator of a water distribution system servicing various customers within Reade Township, Cambria County, Pennsylvania (sometimes hereinafter referred to as "BCIMA Service Area"); and,

WHEREAS, GVMA operates a sewage collection system servicing customers also located within Reade Township, Cambria County (sometimes hereinafter referred to as "GVMA Service Area"); and

WHEREAS, as a result of the foregoing overlap of service areas, the parties hereto service many of the same customers (sometimes hereinafter referred to as "Water or Sewer Customers"); and

WHEREAS, GVMA wishes to utilize the possibility of water termination to various delinquent Sewer Customers as an added sewer rate or revenue collection tool; and

WHEREAS, Pennsylvania law provides that the parties hereto must cooperate with regard to the services, activities and charges described herein and further authorizes long- term agreement; and

WHEREAS, the parties hereto wish to enter into such a long-term agreement providing for those services, activities and charges.

NOW THEREFORE, for and in consideration of the terms and conditions hereof and the sums to be paid hereunder and otherwise with the intent of being legally bound hereby, the parties

hereto do hereby agree as follows:

A) WATER SERVICE TERMINATION.

- (1) Sewer Customer Delinquency. Once a Sewer Customer becomes more than thirty (30) days delinquent with regard to the payment of sewer rates, GVMA may request that BCIMA terminate water service to that Sewer Customer as hereinafter provided.
- (2) Termination Request. All GVMA requests for water service termination hereunder shall be made in writing and shall include copies of the following relative to the required ten (10) day Sewer Customer notice documentation :
 - (a) Copy of the ten (10) day notice.
 - (b) Copies of mailing information including U.S. Postal Department Certificate of Mailing
 - (c) Copy of the posted Notice together with the Affidavit of the individual who posted the Notice at the main entrance of the Sewer Customer premises.
- (3) Timing. Upon passage of ten (10) days from the date of mailing and posting of Notice, BCIMA shall terminate water service to the Sewer Customer.
- (4) Sewer Customer Protest. In the event of a Sewer Customer protest as provided by applicable Pennsylvania law, BCIMA shall cease any water service termination activity until otherwise notified by GVMA that it may do so based upon a final judicial determination as requested by the Sewer Customer.
- (5) Water Service Reconnection. Water service to the Sewer Customer shall only be reconnected upon receipt by BCIMA of written notification from GVMA to reconnect such service.
- (6) BCIMA Charges. For services rendered hereunder, BCIMA shall be entitled to receive the following charges from GVMA:
 - (a) Water termination service - \$25.00
 - (b) Water reconnection service - \$ 30.00

- (c) Should reconnection of service occur after BCIMA Regular business hours
 - for person on call - \$ 25.00
 - for person not on call - \$50.00
 - (d) Should a water customer file a sworn statement of defense within the ten day period allowed by 53 P.S. 2261, then GVMA will pay to BCIMA the following to compensate BCIMA for customer protest services - \$25.00
 - (e) Copies of documentation - (cost + 15%)
 - (f) Judicial related expenses including but not limited to, filing fees, records costs, witness fees and expenses and reasonable attorney's fees as otherwise herein described and as incurred by BCIMA should BCIMA be required to defend against the defense asserted by a sewer customer alleging that water service should not have been terminated because of something done improperly by BCIMA or something done by BCIMA beyond its statutory authority - (cost)
 - (g) Although the parties hereto do agree to the above listed charges, BCIMA agrees to consider the possibility of reduced fees whenever payment is made at the property location when the BCIMA and GVMA representatives arrive to disconnect water service or at any point prior to that disconnection. However, in no event shall that reduced fee be below BCIMA's actual costs associated with the appearance of its representative, and in no event less than \$15.
- (7) BCIMA Lost Revenues. GVMA shall pay to BCIMA the estimated loss of water revenues resulting from each such shut off made hereunder. Such estimated loss of water revenues shall be based upon the actual period of time during which the supply of water is shut off in each instance and the average water revenue received by BCIMA for a like period of time during the year prior to such shut off from the class of customer involved in each instance, as determined from the books and records of

BCIMA. The estimated loss of revenue shall be billed by BCIMA to GVMA periodically at the same time as BCIMA would have billed the customer if the water had not been shut off, and GVMA shall pay each such bill within thirty (30) days of receipt thereof.

(8) Payment of Charges and Lost Revenues. BCIMA shall otherwise bill GVMA on a monthly basis for water termination fees, water reconnection fees and any additional and excess charges.

(9) Term. This Agreement shall extend for a term of one (1) year from the date hereof and shall automatically extend thereafter in increments from one (1) year unless prior to any existing term, either party shall notify the other party of the need to renegotiate the terms and conditions hereof. However, GVMA specifically acknowledges that lost revenues as herein provided are based upon then existing BCIMA water rates which will be routinely adjustable at the sole discretion of the BCIMA during any term or extended term hereof.

B) MISCELLANEOUS PROVISIONS.

1) Two households/one tap. The parties hereto recognize that due to unusual piping arrangements at certain premises it may not be feasible for BCIMA to discontinue services without affecting disinterested third party customers. Should this situation occur, BCIMA shall not be compelled to discontinue service and no charge, therefore, shall be made.

2) Indemnification. GVMA shall protect, defend (at BCIMA's request), indemnify and save harmless BCIMA, its officers, members, agents, and employees, from all claims, suits, or actions by a Sewer Customer based upon an allegation that termination of water service at GVMA's request was without proper warrant or authority or for or on account of any damage or loss which BCIMA suffers including reasonable attorney's fees upon any determination that water termination was somehow without

proper warrant or authority or was otherwise unlawful or improper.

3) Other Documentation. The parties hereto agree to execute any and all other documentation that might be necessary to effectuate the terms and conditions of this Agreement.

4) Notices. All notices, requests, demands or other communications required or permitted to be given or made pursuant to this Agreement shall be in writing and shall be sent by first class mail as follows:

a) If to GVMA: Glendale Valley Municipal Authority

1800 Beaver Valley Road

Flinton, PA 16640

Contact Person: Manager

b) If to BCIMA: BCI Municipal Authority

P.O. Box 388

Irvona, PA 16656

Contact Person: Office Manager

5) Entire Agreement. This Agreement constitutes the entire contract between the parties hereto and there are no other understandings , promises, representations or warranties , oral or written, relating to the subject matter of this Agreement. No amendment , change or addition to this Agreement shall be binding upon either of the parties hereto unless reduced to writing and signed by all parties

6) Provisions. If any particular term, covenant or provision of this Agreement shall be determined to be invalid and unenforceable, the same shall not affect the remaining provisions of this Agreement which shall nevertheless remain in full force and effect.

7) Applicable Law. This Agreement shall be construed under and in accordance with the Laws of the Commonwealth of Pennsylvania.

- 8) Binding Nature. This Agreement shall extend to and bind the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed by properly authorized Authority officials and their authority seals to be affixed hereto as of the day and year first above written, all intending to be legally bound thereby.

ATTEST: (Seal)

BCI MUNICIPAL AUTHORITY

Secretary

Chairman

ATTEST: (Seal)

GLENDALE VALLEY MUNICIPAL AUTHORITY

Secretary

Chairman