

**Michael J. Shafer**  
Senior Counsel

**PPL**  
Two North Ninth Street  
Allentown, PA 18101-1179  
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**E-File**

September 15, 2022

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2<sup>nd</sup> Floor North  
Harrisburg, PA 17120-3265

**Re: PPL Electric Utilities Corporation Amendment of Easement Agreement;  
Schuylkill County Municipal Authority – Parcel ID #04-05-0102.000  
Township of Butler, Schuylkill County, Pennsylvania**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation (“PPL Electric”) is an Amendment of Easement Agreement between PPL Electric and the Schuylkill County Municipal Authority located in the Township of Butler, Schuylkill County, Pennsylvania. This agreement is being filed pursuant to 66 Pa. C.S.A. § 507.

PPL Electric is unable to locate the docket number for the original easement agreement due to the age of the agreement, which was dated December 6, 1921.

Pursuant to 52 Pa. Code § 1.11, the enclosed document is to be deemed filed on September 15, 2022, which is the date it was filed electronically using the Commission’s E-filing system.

If you have any questions, please do not hesitate to contact me.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Michael J. Shafer", written over a light blue horizontal line.

Michael J. Shafer

Enclosure

This instrument solely grants, vests or confirms a public utility easement.

**Prepared by and return to:**  
**PPL Electric Utilities Corporation**

**Attn: Ian Van Halem**

**Project: Frackville - Mowry**

**Phone: 610-774-4523**

**Address: 2 North 9<sup>th</sup> Street GENN4  
Allentown, PA 18101**

**Parcel ID#: 04-05-0102.000**

## **Amendment of Public Utility Easement**

**KNOW ALL MEN BY THESE PRESENTS,** That Schuylkill County Municipal Authority, of 221 South Centre Street, Pottsville, located in Schuylkill County, Commonwealth of Pennsylvania 17901, hereinafter referred to as "GRANTOR", in consideration of the sum of One Dollar (\$1.00) and other consideration, paid at the date hereof by PPL ELECTRIC UTILITIES CORPORATION, hereinafter referred to as "PPL", the receipt whereof being hereby acknowledged, and in lieu of condemnation, does hereby irrevocably grant and convey unto PPL, its successors, assigns and lessees, the right to construct, operate and maintain, and from time to time to reconstruct its overhead and underground electric transmission, distribution and communication lines, including but not limited to such poles, towers, guys, anchors, cables, wires, fiber optics, fixtures and apparatus above and below ground, hereinafter referred to as "PPL Facilities", for PPL's use only, that may be from time to time necessary for the convenient transaction of the business of PPL, its successors, assigns and lessees, upon, across, over, under, along and within strip(s) of land 100 feet in width, as shown on the plan attached hereto as Exhibit "A" and incorporated by reference herein, ("Easement Area"), said Easement Area being a part of the property which GRANTOR owns, or in which GRANTOR has any interest in the Township of Butler, County of Schuylkill, Commonwealth of Pennsylvania (property acquired via Amendment to Asset and Obligation Agreement dated May 15, 2019 and Asset and Obligation Agreement dated December 31, 2018 by and between Butler Township Municipal Authority and Schuylkill County Municipal Authority in which all assets owned by Butler Township Municipal Authority conveys interest in subject property initially vested and described in that certain Stipulation and Order of Court filed under Civil Docket Number S-1404-1998, which vested the subject property in the name of Butler Township Municipal Authority dated September 18, 2007 and recorded in the Prothonotary's Office in and for Schuylkill County on September 18, 2007) (the "GRANTOR property"), including the right of ingress and egress over and across the GRANTOR Property to and from the Easement Area at all times for any of the purposes aforesaid; also the right to cut down, trim, remove and to keep cut down and trimmed by mechanical means or otherwise, any and all trees, brush or other undergrowth now or hereafter growing on or within the Easement Area, as well as the right to cut down, trim and remove and to keep cut down and removed any and all trees adjoining or outside of the Easement Area which in the judgment of PPL, its successors, assigns and lessees, may or could potentially at any time interfere with the construction,

reconstruction, maintenance or operation of the PPL Facilities or menace the same, and in connection therewith, the right to remove, if necessary, the root systems of said trees, brush or other undergrowth, and to treat said brush and undergrowth with herbicides labeled to allow their use for the removal and control of said vegetation.

And further, in consideration of said payments, GRANTOR does hereby understand, covenant and agree to and with PPL, its successors, assigns and lessees, that no buildings, swimming pools or any other improvements or structures whatsoever shall be built, constructed or placed on, under or within the Easement Area; that no flammable or explosive materials of any kind shall be stored on, under or within the Easement Area; and that PPL, its successors, assigns and lessees, shall be informed of any proposed changes in use of the land, or changes in grade under or within the Easement Area.

It is further understood and agreed that PPL, its successors, assigns and lessees, shall not be limited in its or their enjoyment of the rights hereby granted for such PPL Facilities as may be first constructed in the Easement Area, but shall have, at all times in the future, the right to construct, operate and maintain, and from time to time to reconstruct, additional PPL Facilities of any type necessary for the convenient transaction of the business of PPL upon, across, over, under, along and within the Easement Area.

This Amendment of Public Utility Easement shall be binding on GRANTOR and PPL and his/her/their/its heirs, executors, administrators, successors and/or assigns.

This Amendment of Public Utility Easement amends and supersedes, but only insofar as it relates to the property now owned by the GRANTOR herein, that certain Grant of Public Utility Easement between **Theodore Reilly and Emilia P. Reilly** and PPL, dated **December 6, 1921** and recorded in the Office of Recording of Deeds in and for **Schuylkill** County, Pennsylvania in Deed Book **44** Page **440** ("Original Easement"). As of the date that this Amendment of Public Utility Easement is executed, the Original Easement shall cease to be of any force and effect, and all of PPL's rights shall be governed in accordance with the terms hereof.


This Agreement is between a public utility and a municipal corporation and is therefore subject to Pennsylvania Public Utility Commission ("PUC") review pursuant to 66 Pa.C.S.A. § 507. The Effective Date of this Agreement shall be the later of i) thirty (30) days from the date that PPL submits the Agreement to the PUC; or ii) if the PUC opens an investigation of the Agreement, on the date the PUC approves the Agreement.

IN WITNESS WHEREOF, the undersigned has caused the execution hereof, this 31<sup>st</sup> day of August, 2022.

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Schuylkill County Municipal Authority

By:   
PATRICK M. CAULFIELD.

Witness

By:

 Title: EXECUTIVE DIRECTOR

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Commonwealth of Pennsylvania )

:SS

County of Schuylkill )

On this 1st day of September, 2022, before me, the undersigned officer, personally appeared Patrick M. Caulfield who acknowledged himself/herself to be the Executive Director of Schuylkill County Municipal Authority and that he/she as such Executive Director, being authorized to do so, executed the foregoing instrument for the purposes stated therein.

**IN WITNESS WHEREOF**, I have hereunto set my hand and notarial seal.

Commonwealth of Pennsylvania - Notary Seal  
Rose Ann Quirk, Notary Public  
Schuylkill County  
My commission expires September 26, 2022  
Commission number 1341522  
Member, Pennsylvania Association of Notaries

Rose Ann Quirk  
Notary Public



**ADDITIONAL CONSIDERATION AGREEMENT**

**TO BE RECEIVED BY** Schuylkill County Municipal Authority, whose address is 221 South Centre Street, Pottsville, Pennsylvania 17901, Parcel ID **04-05-0102.000**, from **PPL ELECTRIC UTILITIES CORPORATION** for the sum of One Thousand Dollars and 00/100 (\$1,000.00) being additional consideration for electric and communication line, and facilities upon and over property which they own or in which they have an interest in Butler Township, Schuylkill County, Pennsylvania, the original privileges for which were granted to said Company in an agreement executed by Schuylkill County Municipal Authority under the date of August 31, 2022.

**WITNESS** their hand and seal the day and date first above written.

Signed, sealed and delivered In the presence of:

Amyl Batday

Schuylkill County Municipal Authority

By: [Signature]

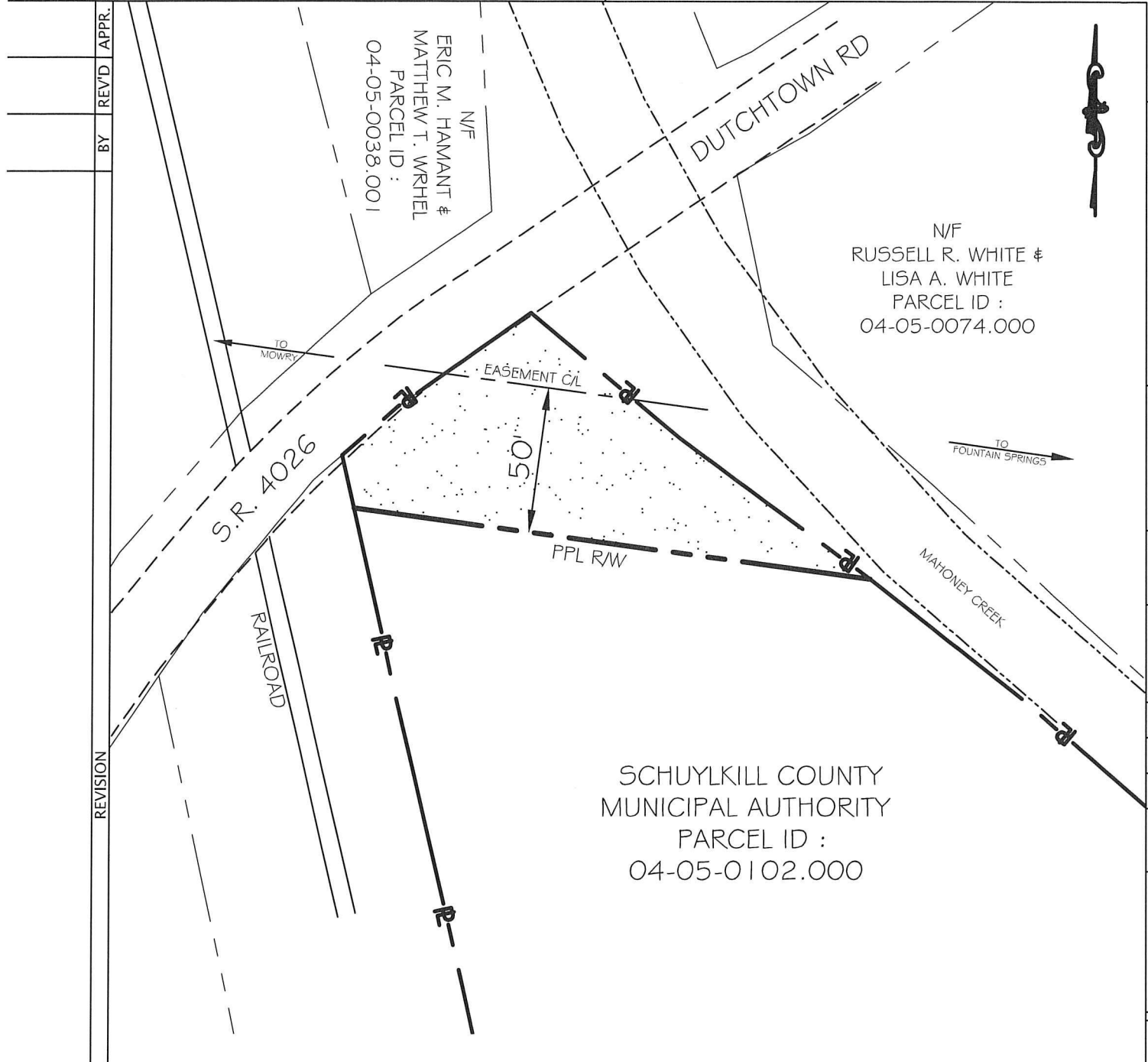
Title: EXECUTIVE DIRECTOR

**RECEIVED** \_\_\_\_\_, 2021 from PPL Electric Utilities for the sum of One Thousand Dollars and 00/100 (\$1,000.00) in full payment for the further consideration above mentioned.

Schuylkill County Municipal Authority

By: \_\_\_\_\_

Title: \_\_\_\_\_



PLAN AND PROFILE	
N	SHARE
C	SORTS
	LOC CODE
	LOC CODE
	LOC CODE
16275	PRIMARY LOC CODE

PPL RIGHT OF WAY

Agreement Dated  
Copy of this Plan  
Received By  
Date 9-6-2022

*Russell J. Kondisko*

NOTE: FOR EXACT LOCATION OF R/W AND/OR FACILITIES WITHIN THE R/W, CONTACT THE LOCAL PPL ELECTRIC UTILITIES CORPORATION OFFICE.



ACCT.	ACCT.- 10024256
ECN/FCN	ECN #- 16219
REVISION	SCALE- NONE
BY	BY- JRK
DATE	REV'D- MJS
NO.	

FRACKVILLE-MOWRY 69 KV TRANSMISSION LINE	
PLAN SHOWING ELECTRIC LINE RIGHT OF WAY OVER PROPERTY OF	
SCHUYLKILL COUNTY MUNICIPAL AUTHORITY	
DOC #: S-1404-1998 9/18/2007	
BUTLER TOWNSHIP	
SCHUYLKILL COUNTY, PA.	
APPROVAL	DATE
RUSSELL J. KONDISKO	08/03/2022
<b>PPL ELECTRIC UTILITIES</b>	
AC	DRAWING NO.
A	EU00568371
CAD ID	FORMAT
SHEET NO.	REVISION
1	0

**AMENDMENT TO ASSET AND OBLIGATION AGREEMENT**

THIS AMENDMENT made the 15<sup>th</sup> day of May, 2019, by and between the BUTLER TOWNSHIP MUNICIPAL AUTHORITY (“BTMA”), BUTLER TOWNSHIP, and the SCHUYLKILL COUNTY MUNICIPAL AUTHORITY (“SCMA”), amends the Asset and Obligation Agreement between those parties dated December 31, 2018.

WHEREAS, the parties entered into the Asset and Obligation Agreement for the purpose of SCMA acquiring all the assets of BTMA, and assuming specified debt liabilities of BTMA; and

WHEREAS, SCMA committed to assume the outstanding debt of BTMA with respect to BTMA’s Guaranteed Sewer Revenue Bonds, Series 2015 (“BTMA Series 2015 Bonds”); and

WHEREAS, assumption of that Bond debt was subject to approval of Build America Mutual, the bond insurer for BTMA, and such approval was not granted, so this Agreement memorializes the understanding between the parties as to what will be done to satisfy that debt.

NOW, THEREFORE, IN WITNESS OF THE MUTUAL PROMISES AND COVENANTS HEREIN, AND FOR GOOD AND VALID MUTUAL CONSIDERATION WHICH IS ACKNOWLEDGED BY THE PARTIES, THE PARTIES HERETO AGREE THAT:

1. SCMA has agreed to issue its own Water and Sewer Revenue Bonds, Series of 2019, in the amount of Five Million Three Hundred Ten Thousand (\$5,310,000).
2. At settlement on that Bond issue, SCMA will place on deposit with Fidelity Bank, as the Trustee of the BTMA Series 2015 Bonds, the amount calculated to be necessary to defease BTMA Series 2015 Bonds. The defeasance will be structured in such a manner that any payments due on BTMA Series 2015 Bonds between now and the first available Call Date on the

BTMA Series 2015 Bonds, September 1, 2020, shall be funded, as well as the amount necessary to call the then outstanding Series 2015 Bonds on September 1, 2020, and pay them in full. This amount has been verified by the Verification Report issued by FSSLOUTIONS dated May 15, 2019.

3. SCMA's funding of the amount necessary to defease BTMA Series 2015 Bonds shall satisfy the provisions of Section D. i. of the Asset and Obligation Agreement.

4. To the extent that any remaining assets of BTMA have not yet been transferred to SCMA, in accordance with the Asset and Obligation Agreement, all such transfers shall be completed as promptly as possible subsequent to SCMA's defeasance of the BTMA Series 2015 Bonds.

5. Except as specifically amended hereby, the Asset and Obligation Agreement remains in full force and effect.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have set their hands and seals onto this Amendment on the date shown above.

BUTLER TOWNSHIP MUNICIPAL AUTHORITY

By:  \_\_\_\_\_  
Chairman of the Supervisors

BUTLER TOWNSHIP

By:  \_\_\_\_\_  
Chairman, Board of Supervisors

SCHUYLKILL COUNTY MUNICIPAL AUTHORITY

By:  \_\_\_\_\_  
Chairman

**SCHUYLKILL COUNTY MUNICIPAL AUTHORITY  
AND  
BUTLER TOWNSHIP MUNICIPAL AUTHORITY**



**ASSET AND OBLIGATION AGREEMENT**

**DECEMBER 31, 2018**

## ASSET AND OBLIGATION AGREEMENT

I. **DATE:** This Agreement is being entered into on the 31st day of December 2018.

II. **THE PARTIES:** This Agreement is being entered into by and between the **BUTLER TOWNSHIP MUNICIPAL AUTHORITY**, a municipal authority created and existing under and pursuant to the laws of the Commonwealth of Pennsylvania, having an address at P.O. Box 382, Ashland, Schuylkill County, Pennsylvania 17921 (hereinafter “BTMA”), which was created by **BUTLER TOWNSHIP**, a municipality created and existing under and pursuant to the laws of the Commonwealth of Pennsylvania, having an address at 211 Broad Street, Ashland, Schuylkill County, Pennsylvania 17921 (hereinafter the “Township”) and the **SCHUYLKILL COUNTY MUNICIPAL AUTHORITY**, a municipal authority created and existing under and pursuant to the laws of the Commonwealth of Pennsylvania, having an address at 221 South Centre Street, Pottsville, Schuylkill County, Pennsylvania 17901 (hereinafter “SCMA”).

III. **FACTUAL BACKGROUND:** Intending to be legally bound, the parties agree to the following factual background:

A. BTMA provides sanitary sewer collection, conveyance and treatment services to the property owners in portions of Butler Township, who are direct customers of BTMA and to portions of Conyngham Township, Columbia County, who is a bulk customer of BTMA.

B. BTMA owns and operates the BTMA Sewer System, under the current Pennsylvania Department of Environmental Protection (hereinafter “PADEP”) NPDES Permit #PA0063444 that includes, but is not limited to, a 0.24 MGD wastewater treatment plant; 11 pumping stations and approximately 20 miles of collection and conveyance lines; approximately 742 service connections in Butler Township; approximately 83 service connections in Conyngham Township; and lands that are currently maintained by BTMA, whether or not specifically set forth on the document entitled “Butler Township Sewer System Assets” which is attached as Exhibit “A”;

C. SCMA is in the primary business of providing drinking water and sanitary sewer services to various municipalities in Schuylkill County, Pennsylvania;

D. Sanitary sewage is collected, conveyed and treated at the BTMA wastewater treatment plant (“WWTP”) as further described on the “Butler Township Service Area Map” which is attached as Exhibit “B”;

E. BTMA has determined that it would be in the best interests of its customers to have the BTMA Sewer System operated by SCMA. On December 20, 2017 BTMA entered into a Contract Operations Agreement with SCMA pursuant to which SCMA assumed operations of the BTMA system effective January 1, 2018. Both parties agreed to develop and negotiate an Asset and Obligation Agreement, pursuant to which BTMA shall transfer all of the Sewer System Assets to SCMA, and SCMA shall assume the known debt obligations of BTMA’s Sewer System, as well as any other obligations or liabilities of BTMA’s Sewer System which are specifically listed in this Agreement.

F. BTMA has entered into a “Sewage Conveyance and Treatment Agreement” with the Conyngham Township Municipal Authority (CTMA), dated February 10, 2010, for the conveyance and treatment of sewage generated from the CTMA Locustdale System, Columbia County, PA. The BTMA/CTMA Sewage Conveyance and Treatment Agreement is attached as Exhibit “C”.

G. Section 7.09 of the BTMA/CTMA Sewage Conveyance and Treatment Agreement stipulates that “No party shall voluntarily assign this Agreement without the consent of the other party”. In compliance with Section 7.09, CMTA has executed a “Consent to Assignment of February 2010 Sewage Conveyance and Treatment Agreement” to SCMA, dated November 20, 2018, which is attached as Exhibit “D”.

H. Butler Township is the guarantor of BTMA’s debt obligations and is intended to be an intended third party beneficiary of this Agreement.

**IV. INTENT OF THE PARTIES:** Intending to be legally bound, the parties intend as follows:

A. This Agreement shall govern and outline the terms and conditions pursuant to which SCMA shall acquire and operate the BTMA Sewer System.

B. Likewise, this Agreement shall outline the terms and conditions pursuant to which BTMA shall transfer its assets and liabilities as set forth in this Agreement to SCMA.

V. **TERMS AND CONDITIONS:** Intending to be legally bound, and for good and valuable consideration, the parties agree as follows:

A. Execution and Effective Dates - It is anticipated that BTMA will execute this Agreement at its December 17, 2018 meeting. It is anticipated that SCMA will execute this Agreement at its December 19, 2018 meeting. It is anticipated that Butler Township Supervisors will execute this Agreement at its December 18, 2018 meeting.

1. As of midnight on December 31, 2018, SCMA shall assume ownership and responsibility for the operation of the BTMA Sewer System. In addition, as of midnight on December 31, 2018, all of BTMA's accounts receivable, revenues, monthly customer/user invoice payments and financial assets shall become the property and responsibility of SCMA.

B. Transfer of Assets – Contemporaneously with the signing of this Agreement, BTMA in and for consideration of One (\$1.00) Dollar and the promises of SCMA set forth below, will transfer, convey, sell and assign to SCMA, all of BTMA's Sewer System assets, of whatsoever nature or wheresoever situated, including, but not limited to:

1. all interests in real estate, including but not limited to, the real estate where the treatment facility, pumping stations, and appurtenances are located, all easements and rights of way for the sewer system, all real estate interests associated with the sewer system as well as any other interest in real estate, whether or not specifically set forth on the document entitled "Real Estate Interests" which is attached as Exhibit "E". All real

estate interests which are currently deeded in the name of BTMA shall be transferred to SCMA via deeds to be signed by BTMA and recorded by SCMA.

2. all accounts receivable, cash on hand or on deposit in banks; any credits or refunds on insurance premiums and other prepaid items; all customer lists listing names, addresses, phone numbers of present and past customers; delinquent accounts; municipal liens and claims and other intangible assets, whether or not specifically set forth on the document entitled “Financial Assets” which is attached as Exhibit “F”.

3. all machinery, equipment, fixtures, parts, tools, inventory and other personal property owned by BTMA as related to the BTMA Sewer System, whether or not specifically set forth on the document entitled “Machinery, Equipment and Personal Property”, which is attached as Exhibit “G”. This Agreement shall serve and operate as a Bill of Sale to effectuate the immediate transfer of the assets listed on Exhibit “G.”

C. Assets to Be Free and Clear of All Liens – BTMA agrees that the assets transferred pursuant to Paragraph B above shall be transferred with good and marketable title and shall be transferred to SCMA free and clear of all liens and encumbrances, except for the permitted liens (the “Permitted Liens”), if any, which are specified on the document entitled “Permitted Liens” which is attached as Exhibit “H”.

D. Satisfaction of Debt Liabilities – Contemporaneous with the signing of this Agreement, SCMA agrees to assume all outstanding debt related to the BTMA sewer system. The list of outstanding debt and payoff amount as of the closing date are specified on the document, entitled “Debt Obligations” which is attached as Exhibit “I”, and include the following:

- i. Guaranteed Sewer Revenue Bond, Series 2015 in the amount of \$5,705,000.00; and
- ii. SCMA Loan to BTMA for Payment of the September 1, 2018 BTMA Debt Service in the amount of \$313,126.25.

SCMA shall defend, indemnify and hold harmless BTMA and Butler Township for any liability imposed on, assessed against or claims pursued as a result of SCMA's failure to honor the terms and conditions of this Agreement, including the assumption of the debt obligations listed on Exhibit "I" and the payment of all amounts due under the debt obligation. In the event BTMA or Butler Township is forced to defend against or take legal action as a result of SCMA's breach of this Agreement, then BTMA and/or Butler Township shall be entitled to recover reasonable attorney's fees and costs. Likewise, in the event SCMA is forced to defend against or take legal action as a result of BTMA's or Butler Township's breach of this Agreement, then SCMA shall be entitled to recover reasonable legal fees and costs.

E. Permits and Licenses.

1. Attached as Exhibit "J" is a list of all permits and licenses which BTMA owns to operate the BTMA Sewer System. SCMA shall as soon as possible after this Agreement is signed by the parties prepare and submit all required permit transfer documentation to the appropriate agencies including the Pennsylvania Department of Environmental Protection ("PADEP") and the United States Environmental Protection Agency ("USEPA"). BTMA shall cooperate fully with SCMA in the permit transfer process.

2. Attached as Exhibit "K" is a Consent Order and Agreement entered into by the BTMA and the PADEP on January 4, 2018 for Violations of the Clean Streams Law and NPDES Permit No. PA 0063444. SCMA shall assume the CO&A and attempt to negotiate with the PADEP to amend and/or abolish the CO&A since significant progress has been made with the operations, repairs, construction, and management of the BTMA system since assuming Contract Operations on January 1, 2018. BTMA shall cooperate fully with SCMA in SCMA's efforts to negotiate with PADEP.

F. No Other Liabilities Delegated or Accepted and Assumed – Except for the liabilities and obligations specifically mentioned in above and on Exhibit "I", no other obligations or liabilities of

BTMA are being delegated to SCMA or are being accepted and assumed by SCMA under this Agreement.

G. Representations and Warranties of BTMA – BTMA certifies and represents to SCMA as follows:

1. Good Standing – BTMA is a municipal authority duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania.

2. Authorization – This Agreement has been duly executed and delivered and constitutes a legal, valid and binding obligation of BTMA, enforceable in accordance with its terms. BTMA is not subject to any restrictions or agreements which prohibit the entry into this Agreement or which would be violated by BTMA entering into this Agreement, nor does BTMA entering into this Agreement violate any statute, decree, judgment, order or rule of any court or governmental authority which is binding upon BTMA or property of BTMA. BTMA shall deliver to SCMA, contemporaneous with the signing of this Agreement, copies of the minutes of the meeting or a certified resolution which evidence BTMA’s authority to execute this Agreement.

3. Obligations and Liabilities – As of the date of the signing of this Agreement, there are no outstanding obligations or liabilities of any kind against the assets being transferred under this Agreement, except the Permitted Liens, if any, and BTMA warrants that it will indemnify and hold SCMA harmless from any claims made by any third party against the Assets being transferred under this Agreement to SCMA.

4. Title to Assets – BTMA has good and marketable title to all of the assets being transferred under this Agreement and all of the assets are free and clear of any lease, mortgage, pledge, lien, charge, security interest, encumbrance, title retention or other restriction, except the Permitted Liens, if any, and BTMA has possession of all assets to be transferred at the time of the

execution of this Agreement. BTMA agrees to warrant good and marketable title to all assets being transferred under this Agreement and BTMA's Bill of Sale and Deeds shall indicate such warranty of title. Furthermore, BTMA shall defend, indemnify and hold SCMA harmless, including attorney's fees and costs of defense to any claim by any third party regarding good and marketable title to any of the transferred assets.

5. Litigation – There are no actions, suits or other proceedings pending or threatened against BTMA which would in any way effect the validity of this Agreement, or any action taken or to be taken pursuant to this Agreement. BTMA has disclosed to SCMA the existence of a lawsuit filed against it by M&B Environmental in the Court of Common Pleas of Schuylkill County, Pennsylvania. SCMA shall take over and defend the M&B Environmental litigation, and reserves the right to assert any and all counterclaims which are or may have been available to BTMA.

6. Material Facts – No representations made by BTMA in this Agreement or in any Exhibit attached to this Agreement contain any knowingly untrue statement of a material fact or the failure to state a material fact.

H. Representations and Warranties of SCMA – SCMA certifies and represents to BTMA as follows:

1. Sewer Service – SCMA will provide sewer service to the existing and potential future customers of the BTMA.

2. Rates – SCMA agrees to set user rates for the Butler Township Sewer Service area for a period terminating December 31, 2020. Attached as Exhibit "L" is a rate schedule that will remain unchanged until at least December 31, 2020, commencing concurrent with the closing date of this Agreement. The parties agree that SCMA shall have the right to charge its usual and customary sewer rate and fee for the providing of sewer service to Butler Township.

3. Good Standing – SCMA is a municipal authority duly organized, validly existing and in good standing under the Municipal Authorities Act of the Commonwealth of Pennsylvania.

4. Authorization – This Agreement has been duly executed and delivered and constitutes a legal, valid and binding obligation of SCMA, enforceable in accordance with its terms. SCMA is not subject to any restrictions or agreements which prohibit the entry into this Agreement or which would be violated by the consummation of the transaction contemplated under this Agreement, nor does the same violate any statute, decree, judgment, order or rule of any court or governmental authority which is binding upon SCMA. SCMA shall deliver to BTMA, contemporaneous with the signing of this Agreement, copies of the minutes of the meeting or a certified resolution which evidence SCMA’s authority to execute this Agreement.

5. Litigation – There are no actions, suits or other proceedings pending or threatened against SCMA which would in any way effect the validity of this Agreement, or any action taken or to be taken pursuant to this Agreement.

6. Debt Obligations – SCMA will pay all debt obligations and liabilities assumed pursuant to Article V, Section D of this Agreement in a timely manner so as to prevent any lender/creditor/bond holder from seeking payment from Butler Township pursuant to any guaranty made by Butler Township.

I. Severability – If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected.

J. Choice of Laws, Venue – This Agreement shall be construed pursuant to Pennsylvania Law. The parties expressly understand and agree that all claims, suits, disputes or legal proceedings arising out of this Agreement shall be brought, filed and litigated exclusively in the Court of Common Pleas of Schuylkill County, Pennsylvania and not in any other Local, State or Federal Court of the Commonwealth of Pennsylvania or the United States of America. As set forth above, if either party

breaches this Agreement, then the non-breaching party shall be entitled to recover its reasonable attorney's fees and costs as may be determined and awarded by the factfinder.

K. Entire Agreement – This Agreement constitutes the entire agreement between the Parties and any modification, revision or alteration of this Agreement shall not be valid unless in writing signed by both Parties.

L. Further Assurances – The Parties agree to take any steps and execute any additional documents necessary to carry out the intent, terms and conditions of this Agreement.

M. Benefit – This Agreement shall be binding upon and inure to the benefit and be enforceable against the Parties and their respective successors and assigns.

N. Survival – All covenants, conditions and representations contained in this Agreement shall survive Closing.

O. Descriptive Headings – The descriptive headings used herein are for convenience only and they are not intended to indicate all of the matters in the sections which follow them. Accordingly, they shall have no effect whatsoever in determining the rights or the obligations of the Parties.

P. Construction of Agreement – The Parties agree that this Agreement is the product of negotiations between the Parties and neither party shall be construed as the drafting party of this Agreement.

Q. Counsel Fees and Costs – Each Party to this Agreement shall be responsible for its own counsel fees and costs in connection with the preparation, negotiation and execution of this Agreement.

VI. **SIGNATURES:** INTENDING TO BE LEGALLY BOUND AND FOR GOOD AND VALUABLE CONSIDERATION, the parties set their hand and seal unto this Agreement on the date shown on page 1, above:

**BUTLER TOWNSHIP MUNICIPAL AUTHORITY**

By: Robert Gress  
Chairman

ATTEST: [Signature]

By: Paul J. Fetterolf  
Secretary

**BUTLER TOWNSHIP SUPERVISORS**

By: [Signature]  
Supervisor, Chairman

ATTEST: Kate Staudinman

By: Robert B. [Signature]  
Supervisor

By: Paul J. Fetterolf  
Supervisor

**SCHUYLKILL COUNTY MUNICIPAL AUTHORITY**

By: [Signature]  
Chairman

ATTEST: [Signature]  
Executive Director

By: [Signature]  
Secretary

**EXHIBIT A**  
**BUTLER TOWNSHIP MUNICIPAL AUTHORITY**  
**SYSTEM ASSETS**

As described below the BTMA Sewer System, includes but is not limited to: 0.24 MGD wastewater treatment plant, 11 pumping stations and approximately 20 miles of collection and conveyance lines, approximately 742 service connections with 927 associated equivalent dwelling units (EDUs) in Butler Township, approximately 83 service connections in Conyngham Township, and lands that are currently maintained by BTMA.

**EXHIBIT B**

**BUTLER TOWNSHIP MUNICIPAL AUTHORITY**

**SERVICE AREA MAPS**

**System Key Plan A**

**System Key Plan B**

**System Key Plan C**

**System Key Plan D**

**System Key Plan E**

**System Key Plan F**

**EXHIBIT C**

**SEWAGE CONVEYANCE AND TREATMENT AGREEMENT BETWEEN BUTLER  
TOWNSHIP MUNICIPAL AUTHORITY AND CONYNGHAM TOWNSHIP MUNICIPAL  
AUTHORITY DATED FEBRUARY 10, 2010**

**BTMA - Conyngham Township Authority Agreement dated 02-15-10**

**EXHIBIT D**

**CONSENT TO ASSIGNMENT OF FEBRUARY 2010 SEWAGE CONVEYANCE AND  
TREATMENT AGREEMENT FROM CONYNGHAM TOWNSHIP MUNICIPAL AUTHORITY TO  
SCHUYLKILL COUNTY MUNICIPAL AUTHORITY DATED NOVEMBER 20, 2018**

**SCMA - Conyngham Township Authority Sewage Agreement dated 11-14-18**

**EXHIBIT E**

**BUTLER TOWNSHIP MUNICIPAL AUTHORITY**

**REAL ESTATE INTERESTS**

**Property – Listing of BTMA Plant and Pump Station Property and associated Schuylkill County Assessment Bureau Data**

**Easements – Listing of Easements found in files to date**

**EXHIBIT F**

**BUTLER TOWNSHIP MUNICIPAL AUTHORITY**

**FINANCIAL ASSETS**

**BB&T Commercial Checking Account – O&M Account**

**BB&T Commercial Checking Account – Connection Fees Account**

**BB&T Commercial Checking Account – Note Proceeds Account**

**EXHIBIT G**

**BUTLER TOWNSHIP MUNICIPAL AUTHORITY**

**MACHINERY, EQUIPMENT AND PERSONAL PROPERTY**

**BTMA Plant Equipment Inventory**

**EXHIBIT H**

**BUTLER TOWNSHIP MUNICIPAL AUTHORITY**

**PERMITTED LIENS**

**Listing of Permitted Liens received from Attorney Semanchik 8-16-18**

**Properties on Upset Sale list received from Attorney Semanchik**

**BTMA Delinquent Accounts 8-20-18 received from Attorney Semanchik**

**EXHIBIT I**  
**BUTLER TOWNSHIP MUNICIPAL AUTHORITY**  
**DEBT OBLIGATIONS**

**Bond Terms 070215**

**BTMA Debt Service Payment Notice 8-8-18**

**SCMA Loan Notification Letter 082718**

**EXHIBIT J**  
**BUTLER TOWNSHIP MUNICIPAL AUTHORITY**  
**PERMITS AND LICENSES**

**BTMA WQM Part II Permit**

**BTMA NPDES Permit PA0063444**

**EXHIBIT K**

**CONSENT ORDER AND AGREEMENT BETWEEN BTMA AND PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION DATED JANUARY 4, 2018**

**BTMA Consent Order and Agreement 010418**

**EXHIBIT L**  
**RATE STRUCTURE**

The attached Ordinance was adopted at the BTMA regularly scheduled meeting held on August 21, 2018. The rate structure is effective October 1, 2018 and shall remain in effect until at least December 31, 2020, as approved by the SCMA Board of Directors at their regularly scheduled meeting held on June 20, 2018 and as specifically identified in SCMA's Letter of Intent to Accept Transfer of Assets and Obligations dated June 25, 2018.

**Resolution 08-20-2018-1 BTMA Revisions to Customer Billing Rates and Frequency**

**BTMA Changes to Billing and Rate Structure Letter 082018**

**Rate increase letter to Conyngham Twp Authority 082018**