

**Application of Pennsylvania-American Water Company for Acquisition of  
the Wastewater Assets of Butler Area Sewer Authority (“BASA”)**

**66 Pa. C.S. § 1329  
Application Filing Checklist – Water/Wastewater  
Docket No. A-2022-3037047**

25. Provide a copy of all municipal and affiliate contracts to be assumed by buyer as part of the acquisition and a list and annual dollar value of other contracts.

**RESPONSE:** In addition to the APA attached as **Appendix A-24-a**, see the municipal contracts to be assumed by PAWC as part of the acquisition listed below and attached as **Appendix A-25.1 through Appendix A-25.4**. Please also see below a listing and dollar value of other contracts.

**Municipal and Affiliate Contracts**

<b>Tab</b>	<b>Agreement</b>	<b>Parties to Contract</b>	<b>Date of Contract</b>
Appendix A-25.1	Water Pollution Control Agreement for Central Butler County	City of Butler, Township of Butler, Township of Center, Township of Summit, Borough of East Butler, Deshon Area Sanitary Disposal and Sewer Authority, East Butler Borough Sewer Authority, East Butler Borough Sewer Authority, Meridian Water and Sewer Authority, Municipal Water and Sewer Authority of Center Township and Butler Area Sewer Authority (“BASA”)	February 20, 1974
Appendix A-25.2	Service Agreement	The Township of Oakland and Butler Area Sewer Authority for the Service Area along Route 38	March 7, 1994
Appendix A-25.3	Service Agreement	Connoquenessing and Butler Area Sewer Authority for Cupps Road Service Area	April 3, 1995
Appendix A-25.4	Service Agreement <sup>1</sup>	Township of Connoquenessing and Butler Area Sewer Authority for Winterwood Drive Service Area	December 14, 2005

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<sup>1</sup> Exhibits D and G to this Service Agreement are not included and pursuant to the agreement were to have been provided at a later date by the Township of Connoquenessing to BASA. BASA has confirmed that these exhibits were never provided and do not exist.

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**Other Contracts**

<b>Parties</b>	<b>Date</b>	<b>Annual Dollar Value</b>
United States of America VA Medical Center Butler Area Sewer Authority	February 3, 1958	\$0.00
United States of America VA Medical Center Butler Area Sewer Authority	March 2, 2004	\$0.00
Cintas Corporation Butler Area Sewer Authority	Undated	Uniforms \$23,621.32 First Aid Cabinet \$3,213.89
Browning-Ferris Industries of Ohio, Inc. d/b/a Republic Services of Youngstown Butler Area Sewer Authority	July 14, 2020	\$298,381.40
DEP Technologies, Inc. Butler Area Sewer Authority	February 1, 2021	\$5,940.00
CWM Environmental, Inc. Butler Area Sewer Authority	February 14, 2022	\$51,988.00
Graymont (PA) Inc. Butler Area Sewer Authority	July 13, 2021	\$30,071.50
Stanley Convergent Security Solutions, Inc. Butler Area Sewer Authority	March 23, 2018 August 1, 2019 September 29, 2019	\$1,953.16
AK Steel Butler Works Butler Area Sewer Authority	April 23, 2018	EDU Billing Terms
AK Steel Butler Works Butler Area Sewer Authority	November 30, 2020	EDU Billing Terms
Pennsylvania American Water Company  Butler Area Sewer Authority	March 18, 2021	\$2,070.00  No Fee
City of Butler Butler County Community College Butler Area Sewer Authority	July 9, 2012	No Fee
Pennsylvania Department of Human Services Butler Area Sewer Authority	2021	No Fee
Armstrong Utilities, Inc. Butler Area Sewer Authority	March 1, 2022	\$19,728.60

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<b>Parties</b>	<b>Date</b>	<b>Annual Dollar Value</b>
Snyder Brothers Inc. Butler Area Sewer Authority	March 12, 2018	\$14,280.94
WGL Energy Services, Inc. Butler Area Sewer Authority	January 8, 2020	\$239,819.94
Penn Central Company Butler Area Sewer Authority	May 19, 1969	No Fee
Bessemer and Lake Erie Railroad Company Butler Area Sewer Authority	November 25, 2009	No Fee
Bessemer and Lake Erie Railroad Company Butler Area Sewer Authority	November 25, 2009	No Fee
Bessemer and Lake Erie Railroad Company Butler Area Sewer Authority	June 9, 1969	\$280.27
Bessemer and Lake Erie Railroad Company Butler Area Sewer Authority	June 14, 1963	\$184.31

**Grinder Pump Maintenance Agreements:**

<b>Parties</b>	<b>Date</b>	<b>Annual Dollar Value</b>
St. Fidelis Parish Butler Area Sewer Authority	November 13, 2001	\$196.00
Milroy and Marjorie L. Waggett Butler Area Sewer Authority	July 8, 1997	\$196.00
Grecco Gas and Welding Supplies, Inc. Butler Area Sewer Authority	April 10, 2021	\$196.00
Brian K. Ellenberger, Raelene S. Ellenberger Butler Area Sewer Authority	February 13, 2001	\$196.00
Richard A. Ritenour, Robb E. Ritenour Butler Area Sewer Authority	July 14, 2004	\$196.00
Joseph R. Stein, Lisa G. Stein Butler Area Sewer Authority	March 11, 2003	\$196.00
Thomas L. Fisher, Karen D. Fisher Butler Area Sewer Authority	June 14, 2005	\$196.00
Janice Phillips Larrik Butler Area Sewer Authority	February 1, 2005	\$196.00
Robert Ballew Butler Area Sewer Authority	August 9, 2005	\$196.00
Integra Development Company, LLC Butler Area Sewer Authority	October 14, 1997	\$196.00
Jerome P. Oliver, Sr., June E. Oliver Butler Area Sewer Authority	September 9, 2003	\$196.00

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<b>Parties</b>	<b>Date</b>	<b>Annual Dollar Value</b>
Evelyn J. McIntosh Butler Area Sewer Authority	,May 10, 2005	\$196.00
L. Wolf Company, Inc. Butler Area Sewer Authority	March 12, 2002	\$196.00
Bercury Homes, Ltd. Butler Area Sewer Authority	August 12, 2003	\$196.00
Matthew Stutz Butler Area Sewer Authority	August 6, 1998	\$196.00
Ronald S. Niggel, Joanne N. Niggel Butler Area Sewer Authority	November 11, 1997	\$196.00
Melvin S. Maxwell III, Barbara M. Maxwell Butler Area Sewer Authority	June 15, 1999	\$196.00
Nathaniel O. Rekich, Amanda L. Rekich Butler Area Sewer Authority	January 13, 2004	\$196.00
Douglas W. Harmon, Cynthia A. Harmon Butler Area Sewer Authority	April 13, 2004	\$196.00
Cindy and James Smith Butler Area Sewer Authority	February 7, 2022	\$196.00
White Thorn Development Company Butler Area Sewer Authority	March 15, 2004	\$196.00
White Thorn Development Company Butler Area Sewer Authority	March 15, 2004	\$196.00
Alan and Katheryn L. Ruffel Butler Area Sewer Authority	October 14, 1997	\$196.00
Southgate Ltd. Butler Area Sewer Authority	October 4, 1994	\$196.00

**Private Lateral Sewer Agreements:**

<b>Parties</b>	<b>Date</b>	<b>Annual Dollar Value</b>
Patricia A. Green, as Trustee (Owner) of the Patricia A. Green Revocable Trust Butler Area Sewer Authority	June 6, 2006	\$0.00
George B. Hindman, R. Larry Hindman and Dennis R. Hindman Butler Area Sewer Authority	June 15, 1990	\$0.00
George B. and Carol H. Hindman Butler Area Sewer Authority	August 14, 2014	\$0.00
Edward H. Fincher, Patricia M. Fincher Butler Area Sewer Authority The Board of Supervisors of Connonquenessing Township	December 1, 1983	\$0.00

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Swamikkan A. Nallathambi and Helga H. Nallathambi Penn Township Sanitary Sewer System Authority Board of Supervisors of Penn Township	November 12, 1978	\$0.00
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**License Agreements:**

<b>Parties</b>	<b>Date</b>	<b>Annual Dollar Value</b>
Eric Nagy and Michele L. Nagy Butler Area Sewer Authority	April 8, 2002	\$0.00
Michelle McGrath Allegent Community Federal Credit Union Butler Area Sewer Authority	September 8, 2015	\$0.00
Mark A. Keene and Kelly L. Keene GMAC Mortgage Corporation Butler Area Sewer Authority	April 13, 2000	\$0.00
Joshua Paul Macko and Jodi Marie Macko ARMCO Credir Union Butler Area Sewer Authority	July 23,2008	\$0.00
Jason A. Zihmer and Rindi K. Zihmer Mortgage Electronic Registration System Butler Area Sewer Authority	April 26, 2018	\$0.00
Thomas A. Hall and Kristine D. Hall Butler Area Sewer Authority	March 8, 2021	\$0.00
Thomas Construction, Inc. Butler Area Sewer Authority	September 14, 2021	\$0.00

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<b><i>Development Agreements:</i></b>		
AFE & Allman Land Development Group, LLC Butler Area Sewer Authority	April 28, 2022	\$0.00
Villas at Forest Oaks LP Butler Area Sewer Authority	June 22, 2021	\$0.00
Bronder Technical Services, Inc. Butler Area Sewer Authority	April 13, 2021	\$0.00
Duffy Highlands, LP Butler Area Sewer Authority Dollar Bank, Federal Savings Bank	June 13, 2018	\$0.00
Winner Properties LP Butler Area Sewer Authority	August 17, 2021	\$0.00
Ray Showman Jr. Excavating, Inc. Butler Area Sewer Authority	April 13, 2021	\$0.00
Browning-Ferris Industries of Ohio, Inc. d/b/a Republic Services of Youngstown	July 14, 2020	\$0.00

**APPENDIX A-25.1**

**FEBRUARY 20, 1974 WATER POLLUTION CONTROL  
AGREEMENT FOR CENTRAL BUTLER COUNTY**

EXHIBIT "E"

WATER POLLUTION CONTROL AGREEMENT  
FOR CENTRAL BUTLER COUNTY

THIS AGREEMENT entered into as of the 20<sup>th</sup> day of February 1974, between the CITY OF BUTLER, a Third Class City; TOWNSHIP OF BUTLER, a First Class Township; TOWNSHIP OF CENTER, a Second Class Township; TOWNSHIP OF SUMMIT, a Second Class Township; BOROUGH OF EAST BUTLER; DESHON AREA SANITARY DISPOSAL AND SEWER AUTHORITY; EAST BUTLER BOROUGH SEWER AUTHORITY; MERIDIAN WATER AND SEWER AUTHORITY; and the MUNICIPAL WATER AND SEWER AUTHORITY OF CENTER TOWNSHIP, all of Butler County, Pennsylvania, parties of the first part,

And

BUTLER AREA SEWER AUTHORITY of 125 Pittsburgh Road, Butler, Pennsylvania, party of the second part.

WHEREAS, each of the Municipal Authorities heretofore named constitute a body corporate and politic and a governmental instrumentality existing under and by virtue of the Act of the General Assembly of the Commonwealth of Pennsylvania approved May 2, 1945, P. L. 382, as amended, and

WHEREAS, the second party is a duly constituted governmental instrumentality existing under and by virtue of the Act of the General Assembly of the Commonwealth of Pennsylvania approved May 2, 1945, P. L. 382, duly constituted by the joint action of the City of Butler and the Township of Butler to maintain and operate a sewerage collection and disposal system in the drainage area composed of part of the area involving all the first parties, and

WHEREAS, the first parties have each spent large sums of money in planning, obtaining feasibility reports, and for engineering expense in preparation for applying for separate sewerage facilities grants for their respective areas, and

WHEREAS, during the period of preparation the laws, as well as the rules, regulations and criteria upon which Grants are to be made have changed, and

WHEREAS, during said period of preparation in accordance with the Federal Water Pollution Control Act, as amended, and changes heretofore referred to, there has developed what is known as the "Water Quality Management Plan for Central Butler County" commonly referred to as the "Interim Basin Plan" Alternate No. 5, as may be amended, which has been approved and adopted by Federal, State, and Local Planning and Regulatory Agencies as the guideline for all future expansion of the sewerage system in said areas, and

WHEREAS, it is the desire of all parties to adopt and implement the "Water Quality Management Plan" and to provide the facilities to serve said area in accordance with the said plan in order to further the health, welfare, safety and general conditions of the combined area, and

WHEREAS, the parties hereto have joined herein for the purpose of making it possible for a combined application to be made for a Federal Grant under P. L. 92-500 and any and all other Federal and State Grants and so that each in its respective sphere of operation may be bound to do each and everything necessary in the future to assure the obtaining of the proper Grants for the benefit of all the parties and to bring to fruition the "Water Quality Management Plan for Central Butler County", commonly called the "Interim Basin Plan".

NOW, THEREFORE, in consideration of the foregoing and in further consideration of the covenants hereinafter set forth to be made and kept by the parties hereto intending to be legally bound hereby, it is agreed as follows:

COVENANTS ON THE PART OF THE FIRST PARTIES

The covenants to be performed by the first parties are not joint covenants but it is agreed that they will be performed by the respective Municipalities or the Authority within the Municipality according to the authority, duties and obligations vested in either under the laws of the Commonwealth of Pennsylvania so that said covenants are in some instances joint and/or joint and several.

1. The first parties agree to employ their own counsel and their own engineer to gather data, and prepare plans for the development of a feasible sewerage plan in their respective Sewer Service Areas and coordinate and merge the same into one over-all plan covering the entire area involved known as the "Butler Area Interim Basin Plan".

2. The first parties agree to have all the engineering work done and fully coordinated and merged in the area plan on or before March 1, 1974, so that the second party may make one application for Permits and Grants covering the entire area in aid of construction on or before the above date.

3. The first parties, or their designated Authority within the respective district, agree to act in an advisory capacity to the Butler Area Sewer Authority in the formation, execution, and financing, and the retirement of any bond issue, incurred in the total project, except the parties of the first part shall have the right to set the surcharge for their

respective Sewer Service Area, the said minimum surcharge to be sufficient for the scheduled retirement of that party or district's share of the total bonded indebtedness.

4. The first parties and all their designated authorities agree that all rights of way, all sewer lines, collecting systems and, in fact, all facilities presently constructed and to be constructed will be the property of the Butler Area Sewer Authority and the obligation of maintaining and serving the users thereof will be that of the Butler Area Sewer Authority.

5. The first parties agree that all construction in each of their districts will be done by and under the supervision and specifications of the Butler Area Sewer Authority and in accordance with its Rules and Regulations now existing or that may hereafter be enacted after consultation and advice of each Municipality and Authority herein represented. However, the first parties retain the right to appoint their own inspectors during construction.

6. The first parties agree to enact any and all Ordinances, Resolutions, execute all Contracts and Agreements, etc., necessary and proper to accomplish the fruition of a sewerage system as envisioned by the "Interim Basin Report" and will approve all plans, specifications, costs properly allocated to each of the Sewer Service Areas, and financial documents in order to promptly carry out the purpose of this Agreement and the entire project and make possible and assure the repayment of each Sewer Service Area's share of any bonds issued by the Butler Area Sewer Authority for the construction of this project.

7. The first parties agree, within six months of the date of this Agreement, to enact an Ordinance, if said Municipality has not already done so, as authorized by the Act of May 1, 1933, P. L. 103 (53 P. S. 66501.1) as amended, and similar laws applicable to other municipalities of the first

parties, requiring all owners of property having a building within 150 feet from the sewerage system to connect thereto and use said sewer system.

8. The first parties do hereby grant, insofar as they have the power and authority to do so, to the second party, the right to lay, use and construct sewers, trunk lines, interceptor lines, collection lines, pump station, and to condemn property by eminent domain for said purpose, all in accordance with the "Interim Basin Plan" Alternate No. 5, as may be amended, to assess the properties according to the benefits received, treat the sewage and charge for the same with the full power and authority to lien the properties for either capital expenditures or for quarterly statements and either capital improvements or for treatment and maintenance costs as the first parties may do under the Municipal or Authority Law applicable. The first parties have the duty to secure rights of ways, and fee simple titles required by the condemnation, or otherwise, and to turn the same over to the second party before any construction contracts are granted in the respective Sewer Service Areas.

9. The first parties agree that the Rules and Regulations of the Butler Area Sewer Authority shall apply in all Sewer Service Areas and any connection fees collected by the second party in the various areas will be applied to the bonded indebtedness incurred for said district until the indebtedness is retired then they are to be credited to the revenue fund of the second party. Tap-in fees at all times are to be applied to the second party's revenue fund.

10. Any of the first parties presently operating a system, agree that before any contracts are let they will turn over the complete ownership of their rights of ways, land, lines

and all facilities to the second party so that these facilities may be pledged to secure any bond issue but that each will continue to operate its facilities until such time as any additions are completed and the second party begins to treat the sewerage after which the full responsibility for maintenance and operation and billing will be that of the second party.

COVENANTS ON THE PART OF THE SECOND PARTY

1. The second party agrees to coordinate and merge the plans of the respective Sewer Service Areas into one merged plan and to make application for Grants in aid of construction of sewerage treatment works and facilities covering the entire area as set forth in the "Water Quality Management Plan for Central Butler County" on or before the 1st day of March, 1974.

2. The second party, upon a Grant being properly issued, agrees to provide for the balance of each Sewer Service Area's project costs, outstanding indebtedness and obligations by the sale of Bonds issued by the Butler Area Sewer Authority in which the revenues over and above operating expense and the various "surcharges" in each Sewer Service Area will be pledged to the retirement of the bond issue.

3. The second party, upon completion of the project, and assuming all facilities, agrees to maintain and service the entire area under the Rules and Regulations of the Butler Area Sewer Authority now existing or which may be hereafter enacted.

4. The second party agrees to keep an accurate set of books which may be examined by any of the parties hereto,

their representative, agent, or any citizen during any business hours. The books will show an allocation of the grant to each Sewer District Service Area in proportion to the amount received on the construction in each Sewer District Service Area so that there will be able to be established from said books, in accordance with the Trust Indenture, a surcharge for the capital investment of each Sewer District Service Area which will be applied to the retirement of the capital debt and which books will properly reflect each Sewer Service Area's payment of the capital debt and interest.

5. The second party agrees to render bills to the owners of all those properties benefitted, to be known as a surcharge, as established or determined by the first parties in their respective Sewer Service Area but not less than the amount required to retire the debt accrued for capital improvements charged to each Sewer Service Area which it is anticipated will vary from area to area as the costs of improvements vary. Bills in accordance with Rules and Regulations of the Butler Area Sewer Authority will be also rendered to such users for operation, maintenance, repair service, debt services, and treatment of sewage, which charge will be uniform throughout the entire project.

6. The second party will prepare plans to remodel, enlarge and improve the present sewerage treatment plant in accordance with State and Federal requirements and specifications and in order to adequately treat the process the sewage of the entire area as set forth in the "Interim Basin Plan for Central Butler County."

7. The second party agrees to consult with and be advised by each Sewer Service Area through the Municipal Corporation or its duly designated Authority in said Sewer Service Area

as to all financial matters, the allocation of the same, the apportionment of the debt, all to the end that the highest possible Grant may be received for the entire Sewer Service Area and the project constructed and put into service at the earliest possible opportunity.

8. The second party agrees that its Rules and Regulations shall apply in all Sewer Service Areas and that all connection fees in each Sewer Service Area shall be applied to the retirement of the debt incurred for the capital improvements charged to that Sewer Service Area but the tap-in fees will be paid to the Revenue Fund of the entire Area.

9. The parties hereby agree that the term "Surcharge" as used in this agreement is to apply to each equivalent unit, as defined in the Butler Area Sewer Authority Rules and Regulations.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above written by their proper officers and the corporate seal affixed pursuant to the duly constituted action of each, spread upon their official minutes, and intending to be legally bound hereby

ATTEST:

Alexander S. Johnston  
Clerk

CITY OF BUTLER, BUTLER COUNTY,  
PENNSYLVANIA

BY Frank C. Keane  
Mayor

ATTEST:

Mary Jane Spindel  
Secretary

TOWNSHIP OF BUTLER, BUTLER COUNTY  
PENNSYLVANIA

BY Charles W. Keane  
President

ATTEST:

TOWNSHIP OF CENTER, BUTLER COUNTY,  
PENNSYLVANIA

Albert M. ...  
Secretary

BY Harvey A. ...  
President

ATTEST:

TOWNSHIP OF SUMMIT, BUTLER COUNTY,  
PENNSYLVANIA

John W. ...  
Secretary

BY Rodney C. ...  
President

ATTEST:

BOROUGH OF EAST BUTLER, BUTLER  
COUNTY, PENNSYLVANIA

~~Walter E. Deaf~~  
Secretary  
Rita A. Thompson

BY ~~Samuel H. ...~~  
President  
Samuel E. ...

ATTEST:

DESHON AREA SANITARY DISPOSAL AND  
SEWER AUTHORITY

J. F. Sauerburger  
Secretary

BY Cameron W. Stover  
President

ATTEST:

EAST BUTLER BOROUGH SEWER AUTHORITY

Walter E. Deaf  
Secretary

BY Samuel H. ...  
President

ATTEST:

MERIDIAN WATER AND SEWER AUTHORITY

Thomas W. Roe  
Secretary

BY Ralph R. ...  
President

ATTEST:

MUNICIPAL WATER AND SEWER AUTHORITY  
OF CENTER TOWNSHIP

*Ernest M. Rosemala*  
Secretary

BY *Charles J. Ball*  
President

(First Parties)

ATTEST:

BUTLER AREA SEWER AUTHORITY

*Ernest M. Rosemala*  
Secretary

BY *Charles J. Ball*  
President

(Second Party)

**APPENDIX A-25.2**

**MARCH 7, 1994 SERVICE AGREEMENT BETWEEN THE  
TOWNSHIP OF OAKLAND AND BUTLER AREA SEWER  
AUTHORITY**

**(ROUTE 38 SERVICE AREA)**

**AGREEMENT**

THIS AGREEMENT entered into this 7 day of March, 1994,  
by and between:

**TOWNSHIP OF OAKLAND**, a Second-Class Township, of  
Butler County, Pennsylvania,

(Party of the First Part),

**AND**

**BUTLER AREA SEWER AUTHORITY**, a Municipal Authority,  
organized and existing under the Laws of the Commonwealth  
of Pennsylvania, with offices at 125 Pittsburgh Road, Butler,  
PA, 16001,

(Party of the Second Part);

WHEREAS, Party of the Second Part is a duly constituted body corporate and governmental instrumentality existing under and by virtue of the Act of the General Assembly of the Commonwealth of Pennsylvania approved May 2, 1945, P. L. 382, as amended; and

WHEREAS, Party of the First Part is a Second-Class Township, pursuant to the Laws of the Commonwealth of Pennsylvania, and desires to use the services of Party of the Second Part in a specified area of Oakland Township in order to further the health, welfare, safety and general conditions of the persons living in said area of Oakland Township;

NOW, THEREFORE, in consideration of the foregoing and in further consideration of the covenants hereinafter set forth to be made and kept by the parties hereto intending to be legally bound hereby, it is agreed as follows:

**I. COVENANTS OF PARTY OF THE FIRST PART**

The covenants to be performed by Party of the First Part are as follows:

1. Party of the First Part agrees to employ its own counsel and its own engineer to gather data, prepare plans for the development of a feasible sewerage plan in the area marked by slashes on the attached map along Route #38 in Oakland Township, Butler County, PA, and such additional areas as Party of the First Part and Party of the Second Part may mutually agree to in the future within Oakland Township, Butler County, PA.
2. Party of the First Part agrees to have all the engineering work done and fully coordinated within the area on the map attached hereto at its sole cost and expense, and First Party shall make application for Permits covering said area and any additional area in the future that the parties hereto may mutually agree to.
3. Party of the First Part agrees to obtain a Grant for the cost of the area to be serviced as shown on the attached Exhibit, and acknowledges that Party of the Second Part shall have the right to set a surcharge for said Sewer Service Area.
4. Party of the First Part agrees that it shall acquire all necessary rights-of-way to Party of the Second Part and that all rights-of-way, all sewer lines, collecting systems and, in fact, all facilities constructed or to be constructed within said area and within any additional area, as may be mutually agreed to between the parties in the future, will be the sole property of Party of the Second Part herein, its successors and assigns, and that the obligation of maintaining and servicing the users thereof, after construction is completed, will be that of Party of the Second Part herein.
5. Party of the First Part agrees that all construction in all areas of Oakland Township will be done under the supervision and in accordance with the specifications of the Butler Area Sewer Authority and in accordance with its Rules and Regulations now existing or that may hereafter be enacted. However, if Party of the Second Part so chooses, it retains the right to appoint its own inspectors during construction at the cost and expense of the First Party.
6. Party of the First Part agrees to enact any and all Ordinances, Resolutions, execute all Contracts and Agreements, etc. necessary and proper to accomplish the fruition of a sewerage system as envisioned on property shown by the Exhibit hereto attached, and any additional property that may be mutually agreed upon between the parties hereto, and, further, will approve all plans, specifications, and costs properly allocated to said Sewer Service Area, and any financial documents in order to promptly carry out the purpose of this Agreement and the entire

project, all of which shall be done before construction commences and, in addition thereto, Party of the First Part agrees to adopt the following Ordinances or Resolutions including, but not limited to the same as follows:

- a. Resolution adopting plan to be submitted to the Department of Environmental Resources for the area to be served;
  - b. Ordinance granting authority to construct sewer lines within said area where construction is to be completed;
  - c. Ordinance requiring connection of all abutting or adjoining landowners, abandonment of all private privies, vaults, and providing penalties for the same;
  - d. Ordinance approving the construction, either by the Township or Butler Area Sewer Authority, in the area defined, and approving all fees, charges, expenses, tap-ins, and connection fees charged thereto in accordance with the Rules and Regulations now existing or that may hereafter be enacted by Butler Area Sewer Authority pertaining to the area herein approved for construction.
7. Party of the First Part agrees that the Rules and Regulations of the Butler Area Sewer Authority, its successors and assigns, shall apply in all Sewer Service Areas and any connection fees and tap-in fees collected by the Second Party in the various areas are to be applied to the Second Party's Revenue Fund.
8. Party of the First Part understands that it is not presently and will not in the future have membership on the Butler Area Sewer Authority, its successors and assigns, as said Authority was created solely by the municipalities of Butler Township and Butler City. Party of the First Part further acknowledges that construction of sewer lines in Oakland Township is done solely as an accommodation to and at the request of said Township and does not grant any rights to Oakland Township to appoint any members to Butler Area Sewer Authority Board, its successors or assigns.

**II. COVENANTS OF PARTY OF THE SECOND PART**

1. Upon completion of the project and performance of all covenants by Party of the First Part herein, Party of the Second Part agrees to maintain and service the entire area to be served under the Rules and Regulations of Butler Area Sewer Authority, now existing or which may be hereafter enacted.
2. Party of the Second Part agrees to render bills to the owners of all those properties benefitted, being the regular bill as well as any surcharges, in accordance with the Rules and Regulations of the Butler Area Sewer Authority for operation, maintenance, repair service, debt services, treatment of sewage, and all like items, which charge will be uniform throughout the entire project.
3. Party of the Second Part agrees that it will consult with Party of the First Part as to all financial matters charged in the area to be serviced by Party of the Second Part herein within said Township, and that it will put the within area into service as soon as possible upon compliance with all covenants by Party of the First Part herein.
4. Party of the Second Part agrees that its Rules and Regulations shall apply to all Sewer Service Areas authorized by Party of the First Part herein, including connection fees and tap-in fees that will be paid to the Revenue Fund for said area.

**III.**

The parties hereto agree that the term "surcharge", as used in this Agreement, is to apply to each equivalent unit, as defined in the Butler Area Sewer Authority Rules and Regulations.

IV.

Both parties understand and agree that this Agreement is subject to approval by BUTLER CITY and BUTLER TOWNSHIP, and if either BUTLER CITY or BUTLER TOWNSHIP do not approve said Agreement, then said Agreement shall be null and void and have no legal effect whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the proper officers and the Corporate Seal affixed thereto, pursuant to the duly constituted action of each party spread upon their official minutes, and intending to be legally bound hereby.

Attest:

Janessa S. Abel  
Secretary

TOWNSHIP OF OAKLAND

By William Dwyer  
President

Attest:

[Signature]  
Secretary

BUTLER AREA SEWER AUTHORITY

By John M. [Signature]  
Chairman


The within Agreement is approved by the below-mentioned parties on the date set forth respective of their names appearing hereby.

Date: June 6, 1994

Attest:

TOWNSHIP OF BUTLER

  
Secretary

By   
President

Date: 2/18, 1994

Attest:

CITY OF BUTLER,  
BUTLER COUNTY, PENNSYLVANIA

  
Secretary

By   
President

Approved by the Mayor of CITY OF BUTLER, BUTLER COUNTY, PENNSYLVANIA,  
this 18th day of February, 1994.

  
Mayor

EAST SIDE OF 50' STREET

N 01° 52' W

304.41

N 88° 54' E

2E-33  
ONEIDA VALLEY  
VOL. FIRE CO.

S2-E33

50° 51' W  
100' OF 50' STREET  
230.48

5 00° 08' W

R. J. EPPINGER, JR.  
BASA ACCT # CT 1177

2F-20-30

BASA ACCT  
# CT 1132

ONEIDA VALLEY  
VOL. FIRE CO.

S2-E32

GERALD  
BAPTISTE

E 28

50° 06' E

H. BAPTISTE

H. BAPTISTE

H. BAPTISTE

R. LEWIS

R. LEWIS

S2-E32

MARY  
EPPINGER  
2E

2E-2

J. R. PATTER  
1.20 AC.

200

2F-20-25A

ELLIS CLARK

2E-25

L. R. RESES

2E-24

K. A. MCKAIN

2E-23

D. MCKAIN

2E-22

E 21

HAZEL GRIMES

0.5 AC.

H. J. EPPINGER

0.5 AC.

2E-20

V. OCHABA

2E-19

E 18

D. P. HOVIS

2E-17

S. E. LAYTON

2E-16

S. E. LAYTON

E 15

S. LAYTON

0.5 AC.

LAYTON RD T-800 R.D. 6 B 7 1984

K. WRUMBARGER

2E-4

E 5

X. MCKAIN

E 6

C. P. ZARNICK

C. P. ZARNICK

2E-7

E 8

D. H. SONNETT

D. H. SONNETT

2E-9

J. McANALLEN

2E-10

R. W. HOVIS

2E-11

R. BROTHERS

2E-12

E 13

P. SPENCER

2E-14

H. T. DELLEN

**APPENDIX A-25.3**

**APRIL 3, 1995 SERVICE AGREEMENT BETWEEN TOWNSHIP  
OF CONNOQUENESSING AND BUTLER AREA SEWER  
AUTHORITY  
(CUPPS ROAD SERVICE AREA)**

**AGREEMENT**

THIS AGREEMENT entered into this 3<sup>RD</sup> day of APRIL, 1994<sup>5</sup>,  
by and between:

**TOWNSHIP OF CONNOQUENESSING**, a Second-Class  
Township, of Butler County, Pennsylvania,

(Party of the First Part),

**AND**

**BUTLER AREA SEWER AUTHORITY**, a Municipal Authority,  
organized and existing under the Laws of the Commonwealth  
of Pennsylvania, with offices at 125 Pittsburgh Road, Butler,  
PA, 16001,

(Party of the Second Part);

WHEREAS, Party of the Second Part is a duly constituted body corporate and governmental instrumentality existing under and by virtue of the Act of the General Assembly of the Commonwealth of Pennsylvania approved May 2, 1945, P. L. 382, as amended; and

WHEREAS, Party of the First Part is a Second-Class Township, pursuant to the Laws of the Commonwealth of Pennsylvania, and desires to use the services of Party of the Second Part in a specified area of Connoquenessing Township in order to further the health, welfare, safety and general conditions of the persons living in said area of Connoquenessing Township;

NOW, THEREFORE, in consideration of the foregoing and in further consideration of the covenants hereinafter set forth to be made and kept by the parties hereto intending to be legally bound hereby, it is agreed as follows:

**I. COVENANTS OF PARTY OF THE FIRST PART**

The covenants to be performed by Party of the First Part are as follows:

1. Party of the First Part agrees to employ its own counsel and its own engineer to gather data, prepare plans for the development of a feasible sewerage plan in the area marked by slashes on the attached map along Cupps Road in Connoquenessing Township, Butler County, PA, and such additional areas as Party of the First Part and Party of the Second Part may mutually agree to in the future within Connoquenessing Township, Butler County, PA.
2. Party of the First Part agrees to have all the engineering work done and fully coordinated within the area on the map attached hereto at its sole cost and expense, and First Party shall make application for Permits covering said area and any additional area in the future that the parties hereto may mutually agree to.
3. Party of the First Part agrees that it shall acquire all necessary rights-of-way in a form acceptable to Party of the Second Part and that all rights-of-way, all sewer lines, collecting systems and, in fact, all facilities constructed or to be constructed within said area and within any additional area, as may be mutually agreed to between the parties in the future, will be the sole property of Party of the Second Part herein, its successors and assigns, and that the obligation of maintaining and servicing the users thereof, after construction is completed, will be that of Party of the Second Part herein.
4. Party of the First Part agrees that all construction in all areas of Connoquenessing Township will be done in accordance with the specifications of the Butler Area Sewer Authority and in accordance with its Rules and Regulations now existing or that may hereafter be enacted. However, if Party of the Second Part so chooses, it retains the right to appoint its own inspectors during construction at the cost and expense of the First Party.
5. Party of the First Part agrees to enact any and all Ordinances, Resolutions, execute all Contracts and Agreements, etc. necessary and proper to accomplish the fruition of a sewerage system as envisioned on property shown by the Exhibit hereto attached, and any additional property that may be mutually agreed upon between the parties hereto, and, further, will approve all plans, specifications, and costs properly allocated to said Sewer Service Area, and any financial documents in order to promptly carry out the purpose of this Agreement and the entire project, all of which shall be done before construction commences and, in addition thereto, Party of the First Part agrees to adopt the following Ordinances or Resolutions including, but not limited to the same as follows:

- a. Resolution adopting plan to be submitted to the Department of Environmental Resources for the area to be served;
  - b. Ordinance granting authority to construct sewer lines within said area where construction is to be completed;
  - c. Ordinance requiring connection of all abutting or adjoining landowners, abandonment of all private privies, vaults, and providing penalties for the same;
  - d. Ordinance approving the construction, either by the Township or Butler Area Sewer Authority, in the area defined, and approving all fees, charges, expenses, tap-ins, and connection fees charged thereto in accordance with the Rules and Regulations now existing or that may hereafter be enacted by Butler Area Sewer Authority pertaining to the area herein approved for construction.
6. Party of the First Part agrees that the Rules and Regulations of the Butler Area Sewer Authority, its successors and assigns, shall apply in all Sewer Service Areas and any connection fees and tap-in fees collected by the Second Party in the various areas are to be applied to the Second Party's Revenue Fund.
7. Party of the First Part understands that it is not presently and will not in the future have membership on the Butler Area Sewer Authority, its successors and assigns, as said Authority was created solely by the municipalities of Butler Township and Butler City. Party of the First Part further acknowledges that construction of sewer lines in Connoquenessing Township is done solely as an accommodation to and at the request of said Township and does not grant any rights to Connoquenessing Township to appoint any members to Butler Area Sewer Authority Board, its successors or assigns.

**II. COVENANTS OF PARTY OF THE SECOND PART**

1. Upon completion of the project and performance of all covenants by Party of the First Part herein, Party of the Second Part agrees to maintain and service the entire area to be served under the Rules and Regulations of Butler Area Sewer Authority, now existing or which may be hereafter enacted.
2. Party of the Second Part agrees to render bills to the owners of all those properties benefitted, being the regular bill as well as any surcharges, in accordance with the Rules and Regulations of the Butler Area Sewer Authority for operation, maintenance, repair service, debt services, treatment of sewage, and all like items, which charge will be uniform throughout the entire project.
3. Party of the Second Part agrees that it will consult with Party of the First Part as to all financial matters charged in the area to be serviced by Party of the Second Part herein within said Township, and that it will put the within area into service as soon as possible upon compliance with all covenants by Party of the First Part herein.
4. Party of the Second Part agrees that its Rules and Regulations shall apply to all Sewer Service Areas authorized by Party of the First Part herein, including connection fees and tap-in fees that will be paid to the Revenue Fund for said area.

**III.**

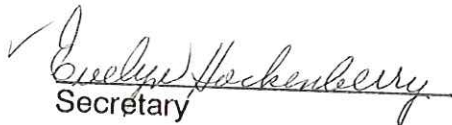
The parties hereto agree that the term "surcharge", as used in this Agreement, is to apply to each equivalent unit, as defined in the Butler Area Sewer Authority Rules and Regulations.

**IV.**

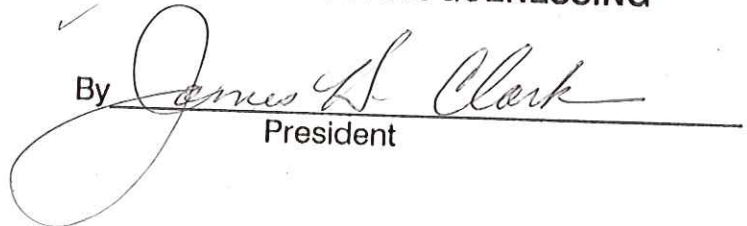
Both parties understand and agree that this Agreement is subject to approval by BUTLER CITY and BUTLER TOWNSHIP, and if either BUTLER CITY or BUTLER TOWNSHIP do not approve said Agreement, then said Agreement shall be null and void and have no legal effect whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the proper officers and the Corporate Seal affixed thereto, pursuant to the duly constituted action of each party spread upon their official minutes, and intending to be legally bound hereby.

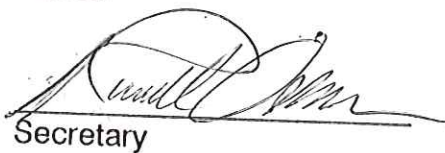
Attest:

  
Secretary

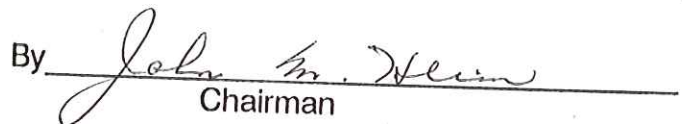
**TOWNSHIP OF CONNOQUENESSING**

By   
President

Attest:

  
Secretary

**BUTLER AREA SEWER AUTHORITY**

By   
Chairman

The within Agreement is approved by the below-mentioned parties on the date set forth respective of their names appearing hereby.

Date: June 6, 1994, 1994~~6~~

Attest:

**TOWNSHIP OF BUTLER**

*Roma Donaldson*  
Secretary

By *Paul Langford*  
President

Date: 2/18, 1994~~6~~

Attest:

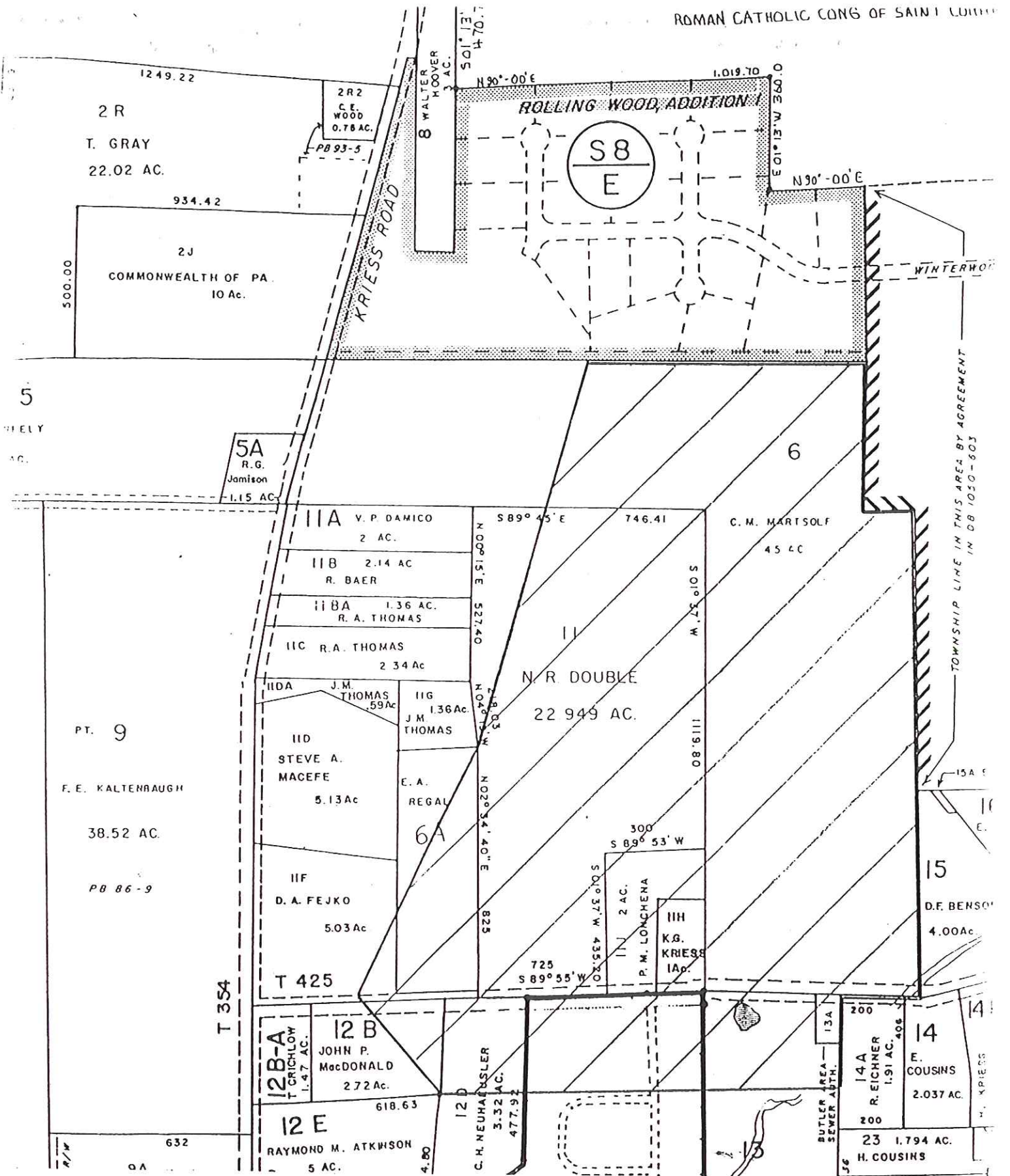
**CITY OF BUTLER,  
BUTLER COUNTY, PENNSYLVANIA**

*[Signature]*  
Secretary

By *Richard J. Schantz*  
President

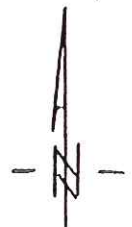
Approved by the Mayor of CITY OF BUTLER, BUTLER COUNTY, PENNSYLVANIA,  
this 18~~th~~ day of February, 1994~~6~~.

*Richard J. Schantz*  
Mayor



### BUTLER AREA SEWER AUTHORITY

Portion of Tax Map 3F-47  
Scale 1" = 400'



**APPENDIX A-25.4**

**DECEMBER 14, 2005 SERVICE AGREEMENT BETWEEN  
TOWNSHIP OF CONNOQUENESSING AND BUTLER AREA  
SEWER AUTHORITY**

**(WINTERWOOD DRIVE SERVICE AREA)**

## AGREEMENT

This Agreement entered into this 14 day of December, 2005, by and between:

**TOWNSHIP OF CONNOQUENESSING**, a Second Class Township, of Butler County, Pennsylvania:

AND

**BUTLER AREA SEWER AUTHORITY**, a Municipal Authority organized and existing under the Laws of the Commonwealth of Pennsylvania, with offices at 100 Litman Road, Butler, Pennsylvania, 16001

WHEREAS, the Butler Area Sewer Authority (hereinafter "Authority") is a duly constituted body corporate and governmental instrumentality existing under and by virtue of the Act of the General Assembly of the Commonwealth of Pennsylvania approved May 2, 1945, P.L. 382, known as the Municipality Authorities Act, as amended and codified at 53 Pa.C.S. §§ 5601 *et seq.*; and

WHEREAS, Connoquenessing Township (hereinafter "Township") is a Second Class Township pursuant to the Laws of the Commonwealth of Pennsylvania and desires to use and/or permit the services of the Authority in a specified residential area of the Township in order to further the health, welfare, safety and general conditions of the persons living in said residential area of the Township; and

WHEREAS, the Authority has conditionally agreed to accept sewage flows from said residential area provided an acceptable developer's agreement can be worked out to define the responsibilities for the construction, operation, maintenance and ownership of the pressure sewer system (grinder pumps, pressure laterals and force mains) needed to serve said residential area.

NOW, THEREFORE, in consideration of the foregoing and in further consideration of the covenants hereinafter set forth to be made and kept by parties hereto, intending to be legally bound hereby, it is agreed as follows:

### I. COVENANTS OF THE TOWNSHIP

The covenants to be performed by the Township are as follows:

1. Township agrees to have data gathered and plans prepared for the development of a feasible pressure sewer system to serve twenty-six residential lots in the Winterwood Drive area of the Township, as marked and identified on the map attached hereto as EXHIBIT A.
2. The Township acknowledges and agrees that the area to be provided sewage service under this Agreement (hereinafter the "Winterwood Drive Service Area" or "WDSA") shall be strictly limited to the twenty-six existing lots (and for service thereto only for single-family residential purposes) which abut Winterwood Drive, Cherrywood Drive, and/or Maplewood Drive as of the date of this agreement, and that no other abutting or adjoining properties or development shall be served by the pressure sewer system constructed for the residential area. Specifically, those lots

which comprise the WDSA are identified by tax parcel and number on EXHIBIT A attached hereto.

3. Township agrees to have all the engineering, full-time construction inspection, and interior plumbing inspection work done and fully coordinated within the area defined hereto and at no cost and expense to the Authority. The Authority reserves the right to approve and remove inspectors. The interior plumbing inspectors shall be responsible for requiring that each property shall have all legal, internal plumbing tied to the sanitary sewer system.
4. The Township shall make application, pay for, and acquire all necessary government agency permits and approvals covering development of said pressure sewer system to serve the WDSA.
5. If the Township wants the Authority to maintain and eventually own the force mains in the pressure system, they may not be located within a public street right-of-way but rather must be placed within separately obtained and dedicated easements in favor of the Authority which are outside of the public street right-of-way. The only exceptions to this are (a) for any force mains or portions of the pressure service laterals (from the shut off valve to the force main on the opposite side of the street) which perpendicularly cross any public street right-of-way and (b) the single force main which connects the pressure system into the manhole on Winterwood Drive. A diagram which illustrates the public portions of the pressure system for ultimate ownership by the Authority and which illustrates the "private" portions thereof is attached hereto as EXHIBIT B.
6. Such separate easements must be condemned by the Township or voluntarily provided to the Township and the Authority by the affected property owners. Township shall dedicate and/or acquire all necessary rights-of-way or easements in a form acceptable to the Authority. Any and all costs necessary to obtain such easements will be the responsibility of the Township. Transfer of ownership of such force mains will be made by bill of sale when permitted by the Township's financing entity. The form of easements or rights-of way in which the force mains shall be located is attached hereto as EXHIBIT C.
7. The Township agrees that all grinder pumps and those segments of each pressure service lateral from residential dwelling to the shut off valve will be private and the sole property of the property owners, and that the obligation of operating and maintaining those grinder pumps and segments of each pressure service lateral to the shut off valve will be solely that of the property owners. The Authority shall have no obligation at any time to own, operate, repair, replace or maintain the private grinder pumps or private pressure service laterals. In the event the titled owner fails to properly operate, maintain, repair, or replace the grinder pump and/or private pressure service lateral, the Township shall be responsible for enforcing its local Ordinances and using whatever means legally possible to ensure proper operation, maintenance, and repair of the private grinder pumps and private pressure service laterals.
8. The Township agrees that all construction and inspection will be done in accordance with the specifications of the Authority and in accordance with its Rules and Regulations now existing or that may hereafter be amended or enacted. Any design of the pressure system must be reviewed and approved by the Authority prior to submission to DEP and prior to the commencement of construction. However, if the Authority so chooses, it retains the right to appoint its own inspectors during construction at the reasonable cost and expense of the Township.
9. The Township agrees that all properties which comprise the WDSA shall be subject to Ordinance No. 72 (relating to mandatory testing prior to sale, transfer and refinancing and other testing and inspection) and Township agrees to provide the owners of properties in the WDSA with a copy of said ordinance. In addition, each residential dwelling in the WDSA will be subject to inspection and testing by the Authority at a time to be determined by the Authority. The purpose of such inspection and testing is to ascertain if there is any illegal condition or device which causes or permits any water or substance other than sewage from entering the sanitary sewer system. The

owners of the residential dwellings will be required to pay the Authority's fees for the inspection and testing, which is currently \$150.00 per test.

10. The Township warrants and represents that it has enacted or will enact any and all Ordinances, Resolutions, executed all Contracts and Agreements, etc., necessary and proper to accomplish the fruition of a pressure sewer system to serve the WDSA as depicted on EXHIBIT D (system map, which shall be provided at a later date but which design is subject to review and approval by the Authority) attached hereto, and in order to promptly carry out the purpose of this agreement and the entire project, all of which shall be done before construction commences, including, but not limited to the following:
  - a. Resolution adopting the sewage facilities plan to be submitted to the Department of Environmental Protection for the WDSA;
  - b. Ordinance requiring connection of all twenty-six properties with the proposed sewer service area, and providing penalties for failure to do the same, or confirmation that Ordinance No. 57 will be applicable and enforced as to the properties being served in the WDSA;
  - c. Ordinance or resolution approving the construction of the sewage facilities in the WDSA, and approving all fees, charges, expenses, tapping fees and connection fees charged thereto in accordance with the Rules and Regulations now existing or that may hereafter be amended or enacted by the Authority pertaining to the area wherein the WDSA is located and approved for construction.
10. The Township agrees that the Rules and Regulations of the Authority, its successors and assigns, shall apply in the WDSA and any connection fees, inspection fees, and tapping fees imposed by the Authority and collected by it are to be applied to the Authority's Revenue Fund.
11. The Township agrees that initially, the Township and subsequently, the titled owner of each vacant lot within the designated WDSA shall be responsible for the purchase and installation of the individual grinder pump units in accordance with all of the requirements specified in Section 33 and Section 34 of Authority Resolution No. 09-06-2005, Adoption of Amendments to Rules and Regulations Governing Sewage Service for Grinder Pumps and Associated Facilities.
12. The Township understands that it is not presently and will not in the future have membership on the Butler Area Sewer Authority, its successors and assigns, as said Authority was created solely by the municipalities of the City of Butler and Butler Township. Township further acknowledges that the construction of the pressure sewer lines in the Township is done solely as an accommodation to and at the request of said Township and does not grant any rights to Connoquenessing Township to appoint any members to the Authority Board, its successors or assigns.
13. The Township agrees that no use may be made of the pressure sewer system, and that the Township will not issue a building permit, or a permit to connect to the pressure sewer system, for any of the twenty-six lots located within the WDSA, unless and until the pressure sewer system has been constructed, inspected, tested and approved in writing by the Authority, and unless and until all of the proper Sanitary Sewer Connection Permits have been acquired from the Authority.

## II. COVENANTS OF THE AUTHORITY

14. The Authority hereby covenants to accept into its sewer system only domestic sanitary sewage flows from the pressure sewer system (grinder pump, pressure lateral, and/or private force main) in accordance with the terms of this Agreement. The discharge or presence of any storm water, any groundwater, or any wastewater containing emulsified grease, oil, gasoline, or any petroleum-based product in the pressure sewer system and into the Authority-owned system is strictly prohibited.
15. It shall be the obligation of the Authority to operate and maintain only (a) such force mains in the pressure system which are located within separate easements which are not located within a public street right-of-way, (b) any force mains or private portions of the pressure service laterals (from the shut off valve to the force main on the opposite side of the street) which perpendicularly cross any public street right-of-way, and (c) the single force main which connects the pressure system into the manhole on Winterwood Drive.
16. The Authority shall assess the titled owner of the dwelling and lot on which a grinder pump is installed a quarterly a charge for sewage services and surcharges in the amount equal to the assessment levied by the Authority against any other sewage service user in the Township. These quarterly sewage services charges and surcharges, which the parties acknowledge may be revised and possibly increased by the time the connection permits are purchased, are set forth on EXHIBIT E attached hereto.
17. The Township, in order to finance the construction and maintenance of the pressure sewer system, may impose a separate surcharge on the users in the WDSA. The Authority agrees to cooperate with, and bill for the collection of such sums on behalf the Township. The Authority will not charge the Township for administratively collecting the separate surcharge; however, the Township agrees that the Authority will not be responsible for collecting any unpaid or delinquent surcharges from owners in the WDSA and that any partial payment made by an owner will be first applied to any outstanding Authority service or surcharge charges.
18. The Authority agrees that its Rules and Regulations shall apply to the WDSA, including connection fees, inspection fees, and tapping fees that will be paid to the Revenue fund for said area.
19. The Authority agrees that at any time the Township, or an authority created by the Township, shall construct or operate its own sewer system, the Authority will relinquish its rights to service this residential area and the customers therein to the Township. All previously paid fees shall remain with the Authority.

## III. MISCELLANEOUS

20. The parties hereto agree that the term "debt service surcharge," as used in this Agreement, is to apply to each equivalent dwelling unit, as defined in the Authority's Rules and Regulations.
21. The tapping fees and other connection related charges to be charged to and paid by the owners of the properties comprising the WDSA to the Authority are attached hereto as EXHIBIT F (current Act 57 Schedule), which the parties acknowledge may be revised and possibly increased by the time the connection permits are purchased. The owners will also be charged applicable quarterly

service and surcharge (base service and Meridian debt surcharge) fees once connected to the Authority system, which the parties also acknowledge may be revised and possibly increased by the time of connection to the sanitary sewer system occurs.

22. The surcharge imposed by the Township to be charged to and paid by the owners of the properties comprising the WDSA are attached hereto as EXHIBIT G (to be supplied by the Township at a later date).

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the proper officers and the seal affixed thereto, pursuant to the duly constituted action of each party, and intending to be legally bound hereby.

ATTEST:

Diane C. Snyder  
Connoquenessing Township Secretary

CONNOQUENESSING TOWNSHIP

By: [Signature]  
Chairman, Board of Supervisors

ATTEST:

[Signature]  
Secretary

BUTLER AREA SEWER AUTHORITY

By: [Signature]  
John M. Heim, Chairman  
Butler Area  
Sewer Authority  
Approved 01/10/2006

ATTEST:

[Signature]  
SECRETARY

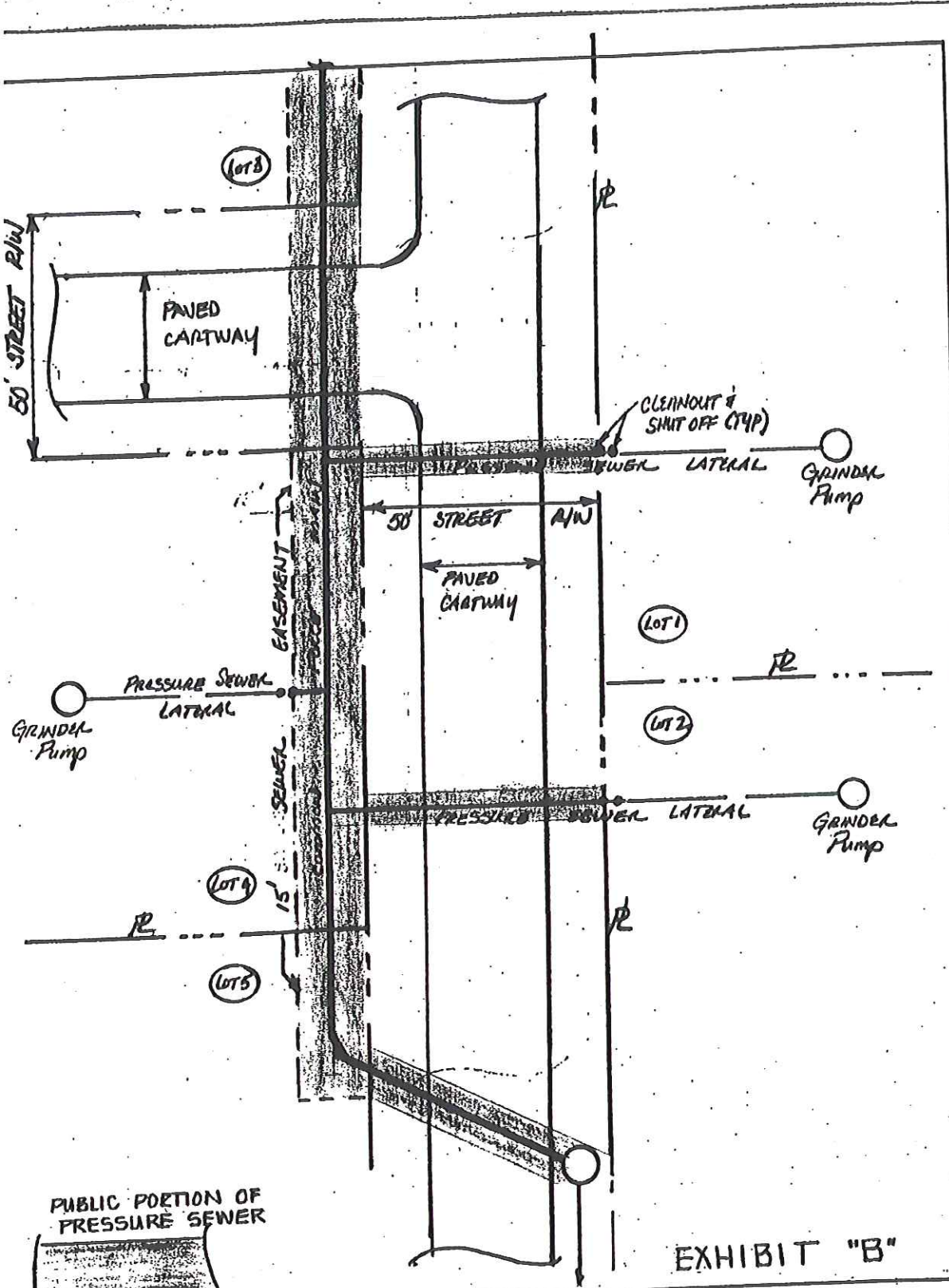


EXHIBIT "B"

BUTLER AREA SEWER AUTHORITY		
OWNER:		
SITUATE:		
TAX MAP NUMBER	PARCEL NUMBER	
SCALE: N.T.S.	DATE: NOVEMBER 2005	DWG. NO.:

EXHIBIT  
B

## RIGHT-OF-WAY AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ of \_\_\_\_\_, hereinafter called the party of the first part,

and

the **BUTLER AREA SEWER AUTHORITY**, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania and having its principal office at 100 Litman Road, Butler, Butler Township, Butler County, Pennsylvania, 16001-3256, hereinafter called the party of the second part.

### WITNESSETH:

That the said parties of the first part for and in consideration of the sum of one (\$1.00) dollar, lawful money of the United States in hand paid to the parties of the first part by the parties of the second part, receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the party of the second part, its successors, lessees and assigns, a right-of-way or rights-of-way \_\_\_\_\_ feet in width, together with the right of use of land necessary in and about, on and around the said right-of-way for the proper installation, construction, maintenance, and reconstruction of said sanitary sewer, the center-line of said right-of-way being the sewer and/or force main as constructed, with the right of ingress, egress and regress to and from said right-of-way for the purpose of constructing, reconstructing, renewing, repairing, replacing, renovating and maintaining a sanitary sewer and/or a force main together with all appurtenances or parts thereto. The aforesaid right-of-way is located on the property of the parties of the first part, which property is described in the Recorder's Office of Butler County in Deed Book Volume \_\_\_\_\_ Page \_\_\_\_\_, and as set forth in Exhibit "A" attached hereto.

To have and to hold unto the said party of the second part, its successors, lessees and assigns, so long as the same may be required for the purposes aforesaid, together with the right to enter upon rights-of-way at any time for the purposes of repairing and maintaining the said sewer, and hereby releasing the party of the second part, its successors and assigns, from all damages to said property which may occur and result to the said parties of the first part by reason of the original construction, replacement or repairs and maintenance of said sewer, provided however that the release herein provided for shall not operate to release the party of the second part or any contractors or sub-contractors working under them from damages to any residence or other structure, or the contents thereof, caused by blasting. Nor shall it operate to release the damages caused by willful misconduct or negligence on the part of the contractors or sub-contractors.

Furthermore, the said sewer shall be so excavated, constructed and laid over, under, in and upon said rights-of-way as to do the least possible damage to the property of the parties of the first part, and after each and every excavation for either original construction or maintenance of said sewer, the ground so excavated shall be replaced and returned to its original condition, including the replacement of trees, grass, shrubs, driveway, fences, patio, or other garden structure.

EXHIBIT

C

Page 7 of 11

IN WITNESS WHEREOF and intending to be legally bound hereby, grantors and grantees have hereunto set their hands and seals the date first above written.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Grantors)

STATE OF PENNSYLVANIA  
COUNTY OF BUTLER }SS

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ who are known to me (or satisfactorily proven) to be the persons who executed the foregoing Grant of Right of Way and acknowledged the same to be their act and deed that it may be recorded as such.

WITNESS my hand and official seal the date aforesaid.

\_\_\_\_\_  
Notary Public

ATTEST:

BUTLER AREA SEWER AUTHORITY

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairman  
(Grantee)

STATE OF PENNSYLVANIA  
COUNTY OF BUTLER }SS

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ who are known to me (or satisfactorily proven) to be the persons who executed the foregoing Grant of Right of Way and acknowledged the same to be their act and deed that it may be recorded as such.

WITNESS my hand and official seal the date aforesaid.

\_\_\_\_\_  
Notary Public

## BUTLER AREA SEWER AUTHORITY

### NOTICE OF CHANGE IN RATES EFFECTIVE OCTOBER 1, 2005

BILLING DISTRICT		ANNUAL BASE SEWER SERVICE RATE # (\$/EDU)	ANNUAL SEWER SURCHARGE RATE (\$/EDU)	TOTAL PER YEAR (\$/EDU)	TOTAL PER QUARTER (\$/EDU)	TOTAL PER MONTH (\$/EDU)
BUTLER CITY	BC	228.00		228.00	57.00	19.00
BUTLER/SUMMIT	BS	228.00	54.00 **	282.00	70.50	23.50
BUTLER TOWNSHIP	BT	228.00		228.00	57.00	19.00
CENTER/LAGOON	CL	228.00	42.00 ***	270.00	67.50	22.50
CENTER TOWNSHIP	CT	228.00	42.00 ***	270.00	67.50	22.50
DESHON AREA	DA	228.00	6.00 ****	234.00	58.50	19.50
EAST BUTLER	EB	228.00	18.00 *	246.00	61.50	20.50
HULL PLAN	HP	228.00		228.00	57.00	19.00
MERIDIAN AREA	MA	228.00	48.00 *	276.00	69.00	23.00
MERIDIAN/HEATHER	MH	228.00	196.00	424.00	106.00	35.33
NORTHWEST AREA	NW	228.00		228.00	57.00	19.00
OAK HILLS AREA	OH	228.00		228.00	57.00	19.00
SOUTH BUTLER	SB	228.00		228.00	57.00	19.00

# Base rate increased by \$24.00 per year per unit (or \$2.00 per month per unit).

\* Surcharge rate decreased by \$24.00 per year per unit (or \$2.00 per month per unit).

\*\* Surcharge rate decreased by \$18.00 per year per unit (or \$1.50 per month per unit).

\*\*\* Surcharge rate decreased by \$9.00 per year per unit (or \$0.75 per month per unit).

\*\*\*\* Surcharge rate decreased by \$6.00 per year per unit (or \$0.50 per month per unit).

EDU = Equivalent Dwelling Unit (or Unit) water usage of 4,000 gallons per month.

## PUBLIC NOTICE

In accordance with the requirements of Act 57 of 2003, the Butler Area Sewer Authority has developed and adopted a new rate schedule for new sewer service connections to the Public Sewer System owned, maintained, and operated by the Authority. The following new rate schedule shall become effective July 1, 2005, and shall apply to all new sewer service connections.

All customers desiring to make a new sewer connection for a Single Family Residential house to the various segments of the Public Sewer System owned, maintained, and operated by the Butler Area Sewer Authority will be charged a connection fee and tapping fee in accordance with the following rate schedule:

<u>PERMIT CLASS</u>	<u>SANITARY SEWER SEGMENT USED FOR NEW CONNECTION</u>	<u>CONNECTION FEE (Per Connection)</u>	<u>INSPECTION FEE (Per Connection)</u>	<u>TAPPING FEE (Per E.D.U.)</u>	<u>TOTAL FEE</u>
A	Butler Area Sewer Authority public sewer with an existing wye connection	\$300.00	\$100.00	\$1,200.00	\$1,600.00
B	Butler Area Sewer Authority public sewer requiring a new sewer connection by owner	\$150.00	\$100.00	\$1,200.00	\$1,450.00
C	New sewer constructed by a developer since March 1, 2000 with an existing wye connection	\$0.00	\$100.00	\$1,200.00	\$1,300.00

### MULTI-FAMILY RESIDENTIAL TAPPING FEES

All customers desiring to make a new sewer connection of a Multi-Family Residential structure by a single service line shall pay a single connection fee and inspection fee in accordance with the schedule shown above PLUS a tapping fee for each dwelling unit in accordance with the rate schedule shown above. An additional connection fee shall be paid for each additional physical connection to the Public Sewer System. Each apartment or dwelling unit having a separate kitchen and bath shall be considered to be one (1) Equivalent Dwelling Unit (E.D.U.).

### COMMERCIAL, INDUSTRIAL, INSTITUTIONAL, PUBLIC OR MIXED USE FEES

All customers desiring to make a new connection of a building being used for Commercial, Industrial, Institutional, Public or Mixed Use (i.e., Residential and Commercial) by a single service line shall pay a single connection fee and inspection fee in accordance with the rate schedule above PLUS a tapping fee for each Equivalent Dwelling Unit (E.D.U.) of water consumption. For the purposes of calculating the applicable tapping fee, an E.D.U. shall be defined as the assumed water use of 230 gallons per day, or 6,900 gallons per month, as established in accordance with the procedures mandated by Act 57 of 2003. The initial tapping fee will be based on the estimated water usage for the development per the DEP-approved Sewage Facilities Planning Module. The tapping fee will subsequently be adjusted based on the actual metered average daily water usage after twelve (12) consecutive months of normal, full capacity operation.

**BUTLER AREA SEWER AUTHORITY**  
M. John Schon, Manager

CONNOQUENESSING TOWNSHIP  
BUTLER COUNTY, PENNSYLVANIA  
CONTRACT NUMBER  
WINTERWOOD SANITARY SEWER PROJECT  
PLAN FIELD EDIT



5173 CAMPBELL'S RUN ROAD  
PITTSBURGH, PA 15205  
PHONE: 412-434-0510  
FAX: 412-434-0250  
WWW.KLHENGINEERS.COM

Date	Revisions	Date	Revisions

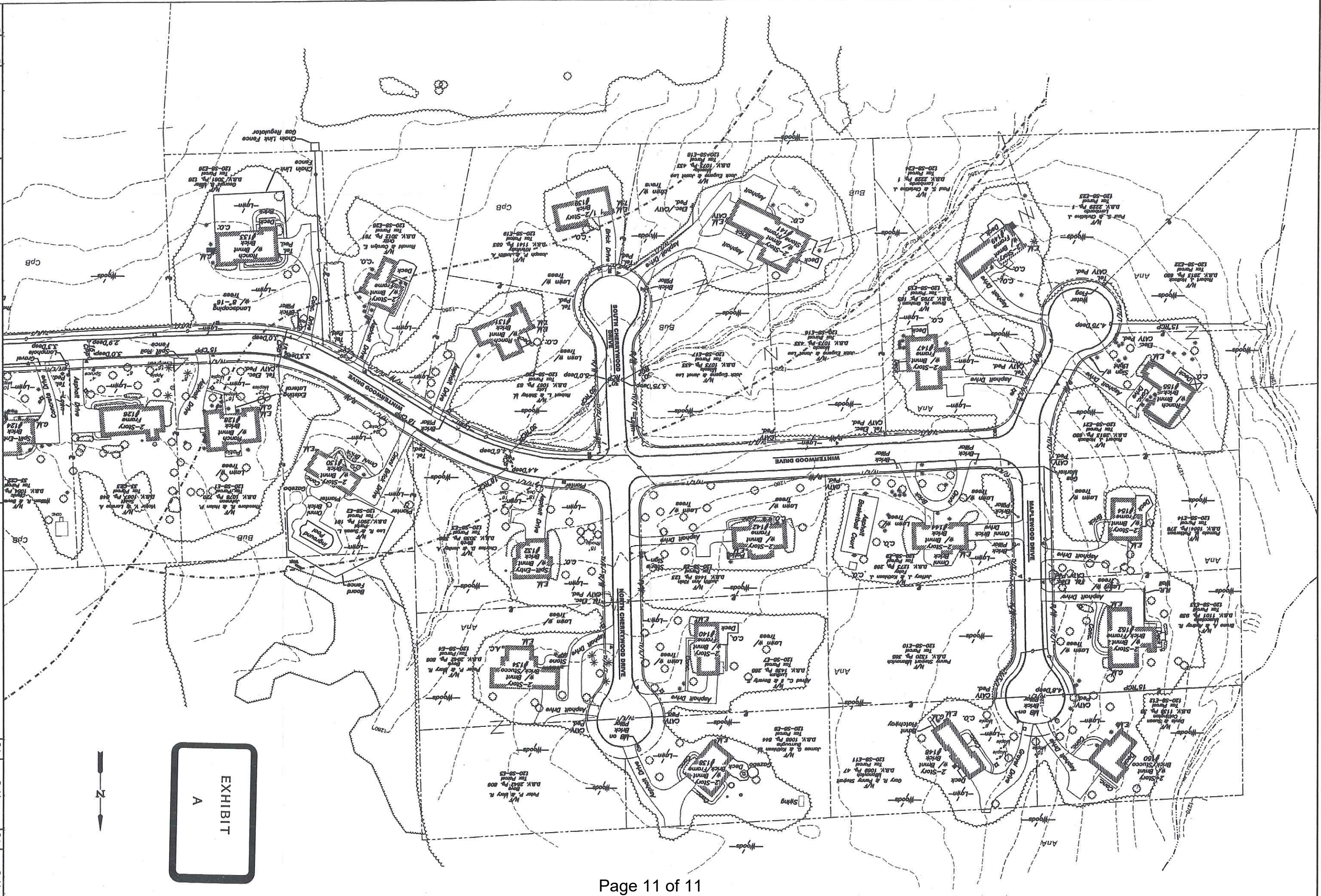


EXHIBIT  
A