

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 3RD day of APRIL, 1994⁵,
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.

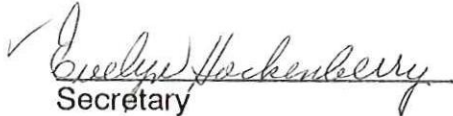
The parties hereto agree that the term "surcharge", as used in this Agreement, is to apply to each equivalent unit, as defined in the Butler Area Sewer Authority Rules and Regulations.

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

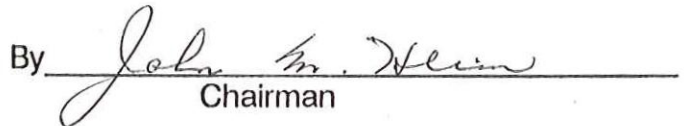
TOWNSHIP OF CONNOQUENESSING

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


Secretary

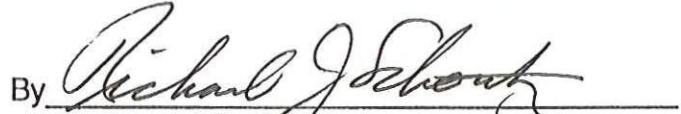
By 
President

Date: 2/18, 1994~~6~~4

Attest:

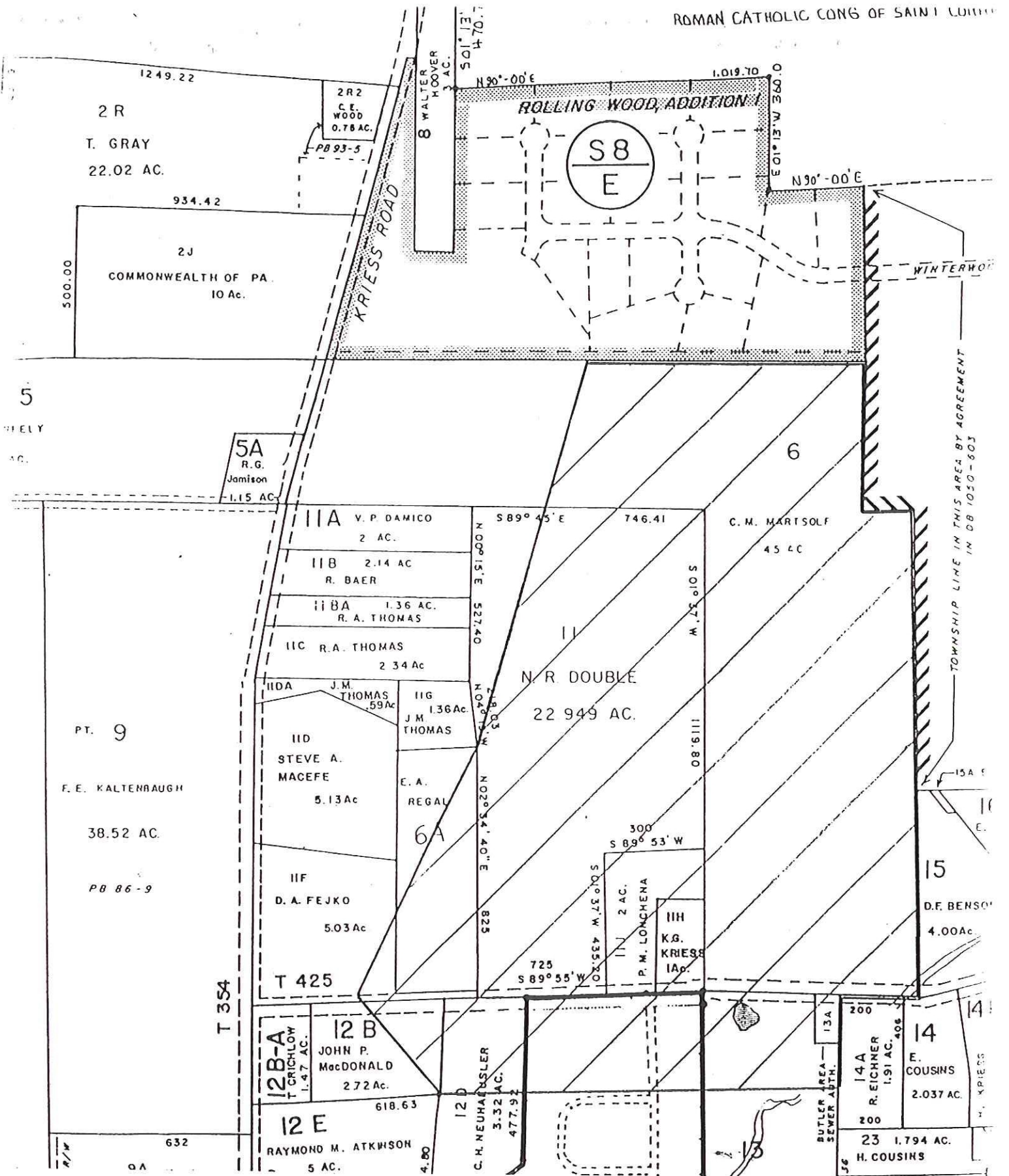
CITY OF BUTLER,
BUTLER COUNTY, PENNSYLVANIA


Secretary

By 
President

Approved by the Mayor of CITY OF BUTLER, BUTLER COUNTY, PENNSYLVANIA,
this 18th day of February, 1994~~6~~4.


Mayor



BUTLER AREA SEWER AUTHORITY

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

