

## **TEMPORARY PUMP STATION AGREEMENT**

This TEMPORARY PUMP STATION Agreement ("Agreement") is made between Cranberry Township, Butler County ("Cranberry") and Pikewood Land Partners LLC ("Developer") (collectively, the "Parties").

### **Recitals:**

**WHEREAS**, the Developer is the owner of certain parcels of property **Laurel Pointe Planned Residential Development**, referred to hereafter as the "Development"; and,

**WHEREAS**, Developer has had approved by the Township a subdivision plan for the Property for the construction of residential units on the subdivided parcels of the Development; and,

**WHEREAS**, public sewer infrastructure does not currently exist to connect the proposed subdivided residential units in the Development to Cranberry's public sewer system; and,

**WHEREAS**, Developer and Cranberry agree to the installation of a community sewage system to include a temporary pump station to serve the Development for a limited period of time, pending the construction of permanent public sewage facilities as provided in this Agreement, and subject to all terms and conditions outlined in this Agreement, and;

**WHEREAS**, Cranberry finds that it is in the best interests of the health, safety and welfare of the inhabitants of Cranberry Township to grant Developer a permit to install in the Development a community sewage system to include a temporary pumping system, pending the construction of permanent public sewage facilities as provided in this Agreement, and subject to all terms and conditions outlined in this Agreement;

**Now, THEREFORE**, based on the foregoing premises and for the consideration provided herein, the sufficiency of which the Parties acknowledge, and intending to be legally bound, the Parties agree as follows:

### **Terms:**

1. The Recitals are incorporated as set forth fully herein.
2. **Construction of the community sewage system and temporary pump station.** Developer shall, at its sole cost, install a community sewage system that shall convey sewage through a temporary pumping station in the Development for the sole purpose of collecting sewage on a temporary basis from the residential units located in the Development. The temporary pump station shall be located in the Development where specified on the drawings attached hereto as Exhibit "A," and shall be installed as designed according to the drawings attached hereto as Exhibit "A."

3. **Compliance with laws.** Developer shall comply with all applicable statutes, ordinances, rules and regulations of the Commonwealth of Pennsylvania, Butler County, and Cranberry pertaining to the installation and utilization of a community sewage system and temporary pump station .

4. **Emergency and After Hours Operations and Maintenance.** Emergency calls related to the operation or function of the temporary pump station , if they occur during business hours, shall be directed to the Township's Utilities Department; if after hours, calls shall be directed 911.

In the event of an emergency, Cranberry shall collect and transport the contents of the temporary pump station through its own employees or by contract with a service provider, and Developer shall reimburse Cranberry for all of Cranberry's costs incurred in the collection, transportation and disposal of the contents of the temporary pump station.

5. **Developer's duties of inspection, maintenance, site security and repair.** Developer shall maintain the community sewage system's conveyance systems and temporary pump station in good repair. The Developer, or their designee, shall conduct regular inspections, which shall be no less than one time every two weeks; shall promptly repair any leaks or other deficiencies in the system; shall notify Cranberry of any leaks or other deficiencies in the system; and shall provide Cranberry with a report of inspections of the temporary pump station. Developer shall ensure access to the temporary pump station at all times; shall keep the site where the temporary pump station is located free of debris; and shall ensure that all gauges, connectors, and other equipment ancillary to the temporary pump station are fully operational and accessible at all times. Developer agrees to secure the site and appurtenances servicing the site with secured fencing, signage, locks, etc to promote the safety to the public. Developer shall include a \$500 payment to the Township per year of this agreement to cover winter maintenance access to the temporary pump station.

6. **Cranberry's right to inspect and repair.** Cranberry shall inspect the community sewage system's conveyance systems and temporary pump station. Cranberry shall have the right, at Developer's expense, to make such repairs to the system as Cranberry deems necessary in its sole judgment in order for the system to comply with state, federal, and local regulations. If the Township determines that the temporary pump station is creating a danger to the health, safety, and welfare of the inhabitants of Cranberry Township or to the environment, Cranberry shall so notify Developer that the use of the temporary pump station shall cease and the Developer shall take all steps required by Cranberry to remedy the use of the system or to remove it entirely. If Developer fails to comply with Cranberry's directive, Cranberry shall have the right to contract for the proper disposal of any sewage, to abate any nuisance or danger to the health, safety and welfare of the public or to the environment and to remove the system, at Developer's sole expense.

7. **Payment of Water and Sewer Rates.** Developer agrees that the structures served by the temporary pump station in the Development shall be part of Cranberry's public sewage system and shall be subject to the payment of applicable water and sewer rates.

8. **Developer's representation and warranties of sufficient financial resources.** Developer represents and warrants to Cranberry that it has sufficient financial resources to construct permanent sewage facilities for the Development, as described in Paragraph 9 of this Agreement.

9. **Developer's obligation to construct permanent sewage facilities.** Developer shall construct permanent sewage facilities for the Development which shall connect to Cranberry's public sewage treatment facilities. Construction of the Development's permanent sewage facilities shall comply with all federal, state, and local regulations, and shall be as provided in, and in conformity with, the Development's Subdivision Plan.

10. **Limit of Connections.** Developer shall be limited to 24 occupancy permits and 50 building permits that include the taps for water and sewer. No certificates of occupancy shall be granted within the Development beyond the 24 connections to the temporary pump station.

11. **Time Period.** Developer shall complete the Development's permanent sewage facilities within two (2) years of the date of final approval of this Agreement.

12. **Temporary pump station Permit.** This Agreement shall constitute the permit from Cranberry to the Developer for the installation and utilization of the temporary pump station. The permit issued to Developer for the operation of the community sewage facilities and temporary pump station for the Development shall expire two (2) years from the date of final approval of this Agreement.

13. **Removal and Remediation.** Upon the completion of the Development's permanent sewage facilities and the Development's connection, either directly or indirectly, to Cranberry's public sewage treatment facilities, Developer shall immediately cease operation of the temporary pump station. No later than sixty (60) days after the Development's connection of its permanent sewage treatment facilities, Developer shall remove the temporary pump station and complete such remediation of the site as may be required by Cranberry, the DEP, or other state or federal agency. Developer shall conduct the removal of the tank and remediation of the temporary pump station site in accordance with all applicable state and local regulations.

14. **Financial Security.** As part of the approval for the Development, the Developer has provided financial security for the performance of its obligations under this Agreement, including, but not limited to: (1) the maintenance and operation of the temporary pump station; (2) the removal of the temporary pump station; and, (3) the construction of public sewage pumping facilities for the Development by the Developer. The Parties agree that the reasonable estimate of costs for the performance of all such obligations is **\$599,280**, and that the Developer has posted financial security in the form of a Performance Bond from a commercial bank in the amount of **\$599,280** for the benefit of Cranberry Township.

15. **Default.** The failure of the Developer to perform its obligations under this Agreement shall constitute a Default. Cranberry shall give Developer prior written notice of the Default and an opportunity to cure, to Cranberry's satisfaction, within ten (10) calendar days of Developer's receipt of written notice of the Default. If Developer fails to cure the Default to Cranberry's satisfaction, Developer shall be in Default, and Cranberry shall have the right to remedy Developer's default,

which may include, but shall not be limited to: (1) utilizing Cranberry employees; (2) hiring a contractor(s); (3) utilizing the Financial Security provided pursuant to Paragraph 11 of this Agreement. The election of one remedy by Cranberry shall not bar Cranberry from utilizing other remedies Cranberry deems necessary to cure a Default. A non-exclusive list of examples of Default include: (1) Developer's failure to maintain the temporary pump station; (2) Developer's failure to provide for proper disposal of the temporary pump station's contents; (3) Developer's failure to complete the permanent public sewage facilities for the Development required by Paragraph 9 of this Agreement within the Time Period specified in Paragraph 11 of this Agreement; or, (4) Developer's failure to remove the temporary pump station and remediate the temporary pump station site.

16. **Entire Agreement.** This Agreement states the entire agreement between the parties hereto on the subject matter hereof and shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

17. **Non-Assignable.** This Agreement and any rights created hereunder cannot be assigned by Developer except with the prior written approval of Cranberry.

18. **Governing Law.** This Agreement is governed by the laws of the Commonwealth of Pennsylvania.

19. **Consent to Jurisdiction.** Developer agrees that Cranberry shall have the authority to abate any condition in the Development that constitutes a nuisance. Developer consents to the jurisdiction of the Butler County Court of Common Pleas for any relief at equity or at law to which Cranberry is entitled, which shall include injunctive relief necessary for Cranberry's enforcement of this Agreement. Developer shall pay Cranberry's reasonable attorneys' fees in the event that Cranberry prevails in any lawsuit brought to enforce this Agreement.

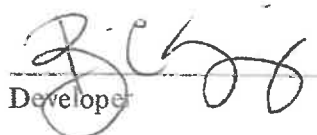
The signatures of the Parties below indicate their acceptance of the terms of this Agreement:

Approved by:

\_\_\_\_\_  
Cranberry Township

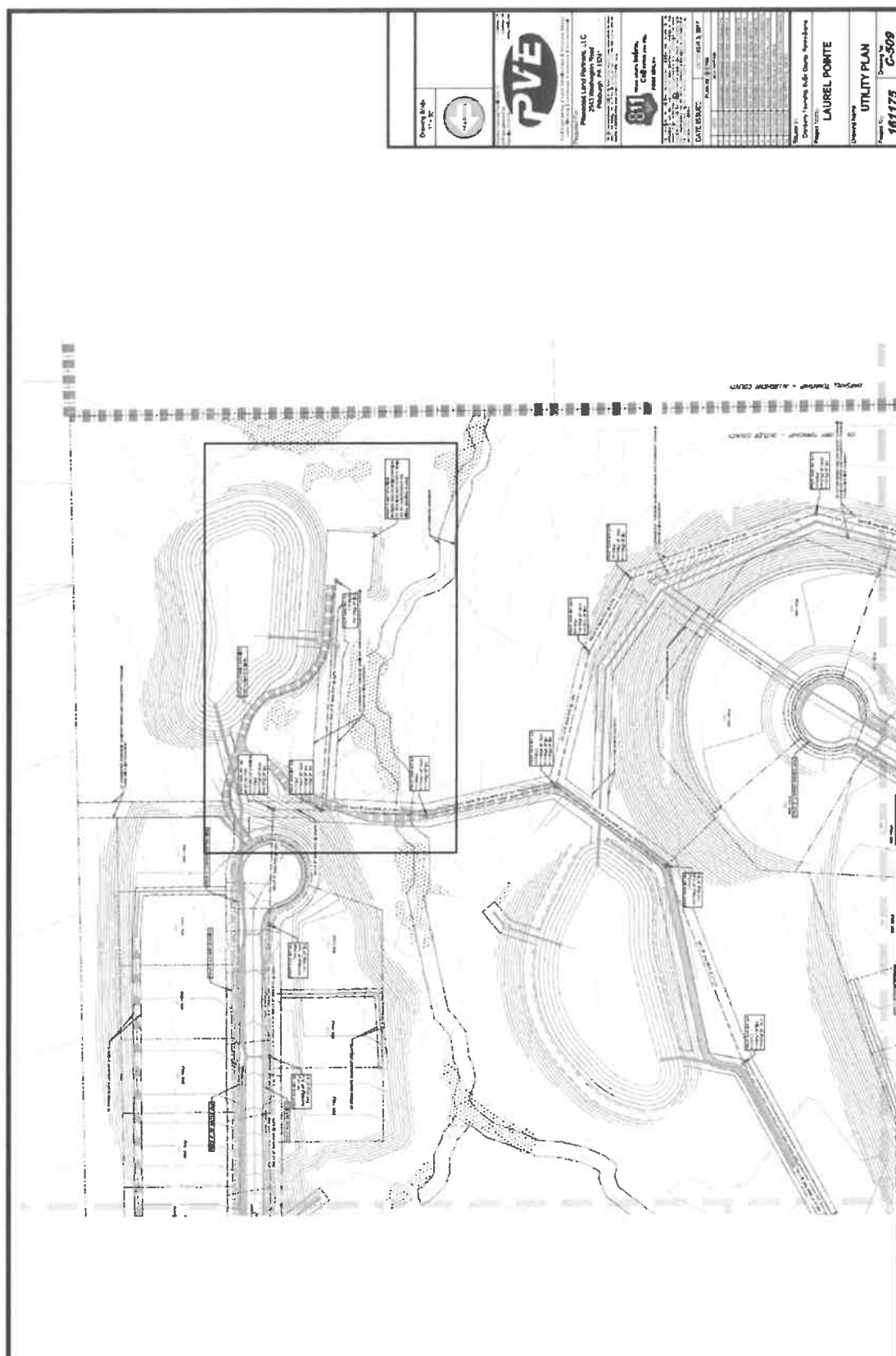
Date: \_\_\_\_\_

Approved by:

  
Developer

Date: 10/22/21

## EXHIBIT A



September 7, 2021

Mr. Brian Singer  
Singer Construction  
P O Box 97  
Mars, PA 16046

Phone: 724-935-2424  
Fax: 724-935-6488  
Email: bsinger@singerconstruction.com

**RE: Cranberry Twp Temp PS Bypass-HL80M  
Rental Quotation 103018935**

Dear Mr. Singer:

Attached is a quote for the equipment we are proposing for the by-pass pumping for the Temporary Pump Station Bypass. The quote is only for the equipment that will be required for the by-pass.

Our offer includes:

**PRIMARY PUMP**

- (1) Electric pump HL80M-100 GPM @ 135' TDH.

\*Pump Motor would be 50 HP 3/460 Volt 60 AMP motor and VFD.

\*The electric service and hook up of the electric service will need to be provided by the general contractor.

**REDUNDANT DIESEL BACK UP PUMP**

- (1) Diesel pump HL80M-Critically Silenced each capable.

Each Pump will have its own suction and discharge lines sized according to pump capabilities. The pump discharge lines will be 4" composite hose connected to a common 4" manifold and ran approximately 20' to customer provided discharge connection.

Delivery would be 1-2 Weeks.

Sincerely,



Joseph Felix  
Outside Sales Representative

JF / lm

## RENTAL QUOTATION

### *Cranberry Twp Temp Pump Station Bypass-HL80M*

ITEM	QTY	DESCRIPTION
A	1	Dri-Prime HL80M Electric Pump <ul style="list-style-type: none"> <li>• 4" x 3" 150# FL suction and discharge</li> <li>• 50HP 3 Phase 230/460V Electric Motor</li> <li>• Skid-mounted</li> <li>• 4" FQD Suction and 4" FL Discharge</li> </ul>
B	1	50 HP Variable Frequency Drive <ul style="list-style-type: none"> <li>• Maximum Overload 70.5 Amps</li> <li>• 3 Phase, 460 Volts</li> <li>• Drive Part# CFW110070T4ON1Z</li> <li>• with Roll Cage</li> </ul>
C	1	Dri-Prime HL80M Critically Silenced <ul style="list-style-type: none"> <li>• <b>Stand-By Unit</b></li> <li>• Sound Attenuated Enclosure</li> <li>• 4" x 3" 150# Flange Suction &amp; Discharge</li> <li>• JCB TCAE-55 FT4 Diesel Engine</li> <li>• Includes PrimeGuard Engine Controller</li> <li>• Skid-mounted</li> <li>• 4" FQD Suction and 4" FL Discharge</li> </ul>
D	2	20' Blow off Hose
E	1	FST Stand-Alone Auto Dialer
F	2	4" x 20' Black Water Suction Hose with Godwin QD Fittings
G	2	4" x 10' Black Water Suction Hose with Godwin QD Fittings
H	2	4" Suction Screen
I	3	4" X 20' Composite Hose with 150# Flange Fittings



## RENTAL QUOTATION

### *Cranberry Twp Temp Pump Station Bypass-HL80M*

ITEM	QTY	DESCRIPTION
J	1	4" 150# Flanged Tee
K	6	4" flange gasket and nut and bolt set
L	2	4" Check Valve with 150# Flange
M	1	4" FL x 4" MJ Adapter
N	2	Level Transducer 0-5psi 700S14A4A005 <ul style="list-style-type: none"> <li>• 700S14A4A005.000000.000B10060A</li> <li>• Series 700,Stainless Steel, Vented Gauge</li> <li>• 4-20 mA, Open Face, 0-5 psi,</li> <li>• 60 foot seal conductor, 1/2"-14MNPT</li> <li>• conduit fitting with molded cable seal</li> </ul>
ENV	1	Environmental Fee
		<b>ESTIMATED RENTAL - DAILY/WEEKLY/MONTHLY</b> <b>ENVIRONMENTAL FEE - DAILY/WEEKLY/MONTHLY</b> <b>ESTIMATED DELIVERY/PICK UP</b> <b>REQUIRED EXTRAS</b>
		<b>\$736.93/\$2,210.78/\$6,632.33</b> <b>\$ 12.00 / \$ 17.77 / \$ 53.30</b> <b>\$ 480.00 / \$ 480.00</b> <b>\$ 0.00</b>

## TERMS AND DEFINITIONS

Rental Day:	One Calendar day; for diesel units, not exceeding eight (8) hours running.		
Rental Week:	Seven (7) calendar days; for diesel units, not exceeding 48 hours running in aggregate during a Rental Week.		
Rental Month:	Twenty-eight (28) calendar days; for diesel units, not exceeding 192 hours running.		
Standby Rate:	The Standby Rate is 75% of the scheduled rate. Standby is for a "second" or additional back-up pump to be run in the event the primary pump cannot. If the standby pump operates for any reason other than failure of a primary pump, the standard rate will apply.		
Overtime Running:	For diesel units, all scheduled rates are based on an 8 hour per day shift. If diesel equipment is used for a double shift, the 8-hour rate will be multiplied by 1½ times the schedule rate. If used for a triple shift, the rate will be multiplied by 2 times the scheduled rate.		
Billing Cycles Based on Open Terms Approval	3 - 7 Days	=	1 Week
	8 Days	=	1 Week and 1 Day
	9 Days	=	1 Week and 2 Days
	10 - 14 Days	=	2 Weeks
	15 Days	=	2 Weeks and 1 Day
	16 Days	=	2 Weeks and 2 Days
	17 - 28 Days	=	1 Month
Billing Cycle - COD Customers	3 - 7 Days	=	1 Week
Environmental Fee:	Environmental Fee is charged at 1.75% of rental charge for all applicable equipment with a minimum charge of \$6 and maximum charge of \$70 per individual piece of equipment, with maximum of \$140 per invoice.		
Off Rent:	It is the responsibility of the Customer to call into the Owner's local branch office and obtain an Off Rent Call Confirmation Number. This call serves as notification that equipment is disassembled, properly decontaminated, and stockpiled in one readily-accessible area available for immediate pick-up. Rental and/or labor charges will accrue if equipment is not cleaned and staged for removal.		

**IMPORTANT: Obtaining an Off Rent Call Confirmation Number does not release Customer from its obligations to safeguard and secure equipment, including maintaining required insurance coverages, while equipment remains under Customer's care, custody or control pending return of all rented equipment to Owner. Customer shall remain responsible for all loss or damage arising from Customer's failure to safeguard and secure equipment while awaiting pick up.**

## TERMS AND CONDITIONS

1. This quotation is valid for 30 days, however, prices may change without written notification. Quotations for sales of HDPE pipe are valid for seven (7) days.
2. This quotation is our estimate of equipment and material required. Actual installation may vary in cost due to site requirements. Additional equipment or time to set-up will be charged at the above itemized rates or based upon our published rental rate schedule.
3. Payment terms: Net 30 based on credit approval.
4. Taxes are not included in any rental, sale or labor quotes. Customer is responsible for paying applicable taxes on the equipment and services, including sales and use tax. Customer will only be considered exempt when a valid Sales Tax Exemption Certificate is received when ordering any rental equipment, pumping services and/or sale goods.
5. Delivery and Pick-Up available at Customer's request via Lessor's/Supplier's truck for an additional charge.
6. Customer shall be responsible for providing adequate labor and material handling equipment onsite to unload/load and setup/breakdown equipment, including chains or cables of sufficient capacity along with cribbing material to support pumps, piping and accessories.
7. Customer responsible for daily monitoring of all equipment on site, including but not limited to cleaning of suction screen(s) as necessary. Diesel driven pumps require routine service including changing oil, oil filter, fuel filter, and performing general maintenance every 250 hours of running time, and also replacing the air filter every 500 hours of running time. As requested, Lessor/Supplier will service the equipment for an additional charge.
8. Customer shall be responsible for any required secondary containment around and under each pump to contain possible spills during operation or refueling of the equipment.
9. Customer shall be responsible for compliance with permitting, licensing or other regulatory requirements associated with setup, installation, or operation of the equipment.

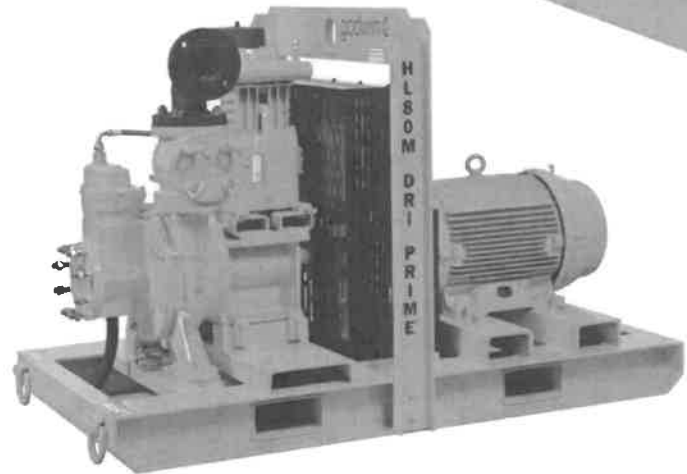
# HL80M Dri-Prime® Pump

## ELECTRIC DRIVE

The Godwin Dri-Prime HL80M pump offers flow rates to 420 USGPM and has the capability of discharge pressures to 119 psi.

The HL80M is able to automatically prime to 28' of suction lift from dry. Automatic or manual starting/stopping available through integral mounted control panel.

High discharge pressure, dry-running, and portability make the HL80M the perfect choice for mining, industrial and emergency fire backup applications.



### Features and Benefits

- Simple maintenance normally limited to checking fluid levels.
- Dri-Prime (continuously operated Venturi air ejector priming device) requiring no periodic adjustment or control.
- Dry-running high pressure liquid bath mechanical seal with high abrasion resistant solid silicon carbide faces.
- Long-coupled centrifugal pump with Dri-Prime system coupled to an electric motor.
- All cast iron construction (stainless steel construction option available) with cast steel impeller.
- Optional Variable Frequency Drive (VFD) also available to control pump performance.
- Premium efficiency motors are standard. Chemical duty and explosion proof motors are also available upon request.

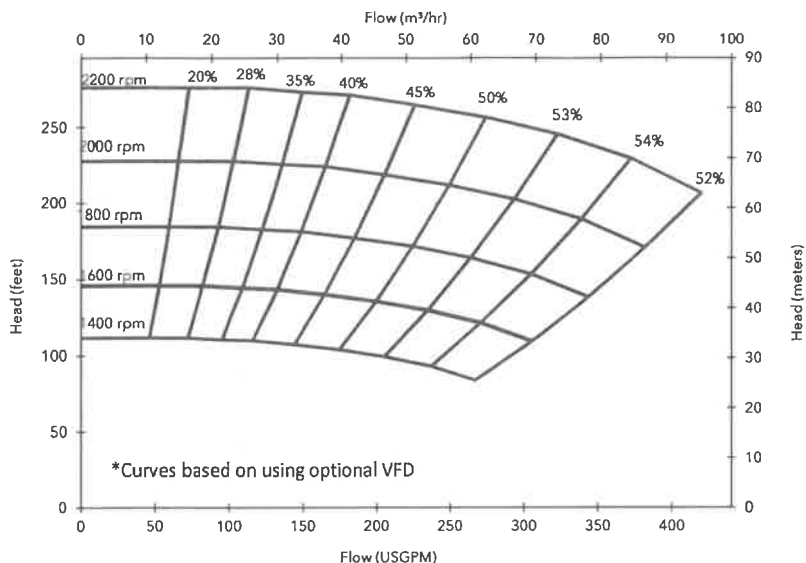
### Specifications

Suction connection	4" 150# ANSI B16.5
Delivery connection	3" 150# ANSI B16.5
Max capacity	420 USGPM †
Max solids handling	1.0"
Max impeller diameter	12.8"
Max operating temp	176°F*
Max working pressure	145 psi
Max suction pressure	87 psi
Max casing pressure	218 psi
Max operating speed	2200 rpm

\* Please contact our office for applications in excess of 176°F

† Larger diameter pipes may be required for maximum flows.

## Performance Curve



## Electric motor option 1 with VFD

50 HP @ 2200 rpm

Impeller diameter 12.8"

Pump speed 2200 rpm with optional VFD

### Suction Lift Table

Total Suction Head (feet)	Total Delivery Head (feet)				
	147	189	214	239	248
Output (USGPM)					
10	450	400	350	275	225
15	440	390	325	210	-
20	400	360	300	225	-
25	290	275	250	150	-

Weight (Dry): 2,030 lbs

Voltage/Phase: 460V, 3 Phase

Rated Current: 59A

Dimensions: (L) 70" x (W) 37" x (H) 46"

Performance data provided in tables is based on water tests at sea level and 20°C ambient. All information is approximate and for general guidance only. Please contact the factory or office for further details.

## Materials

Pump casing & suction cover	Cast iron BS EN 1561 - 1997
Wearplates	Cast iron BS EN 1561 - 1997
Pump Shaft	Carbon steel BS 970 - 1991 817M40T
Impeller	Cast Steel BS3100 A5 Hardness to 200 HB Brinell
Non-return valve body	Cast iron BS EN 1561 - 1997
Mechanical seal	Silicon carbide face; Viton elastomers; Stainless steel body

## Electric motor option 2

30 HP @ 1800 rpm

Impeller diameter 12.8"

Pump speed 1800 rpm

### Suction Lift Table

Total Suction Head (feet)	Total Delivery Head (feet)				
	88	116	133	150	156
Output (USGPM)					
10	368	327	286	225	184
15	360	319	266	172	-
20	327	294	245	184	-
25	237	225	204	123	-

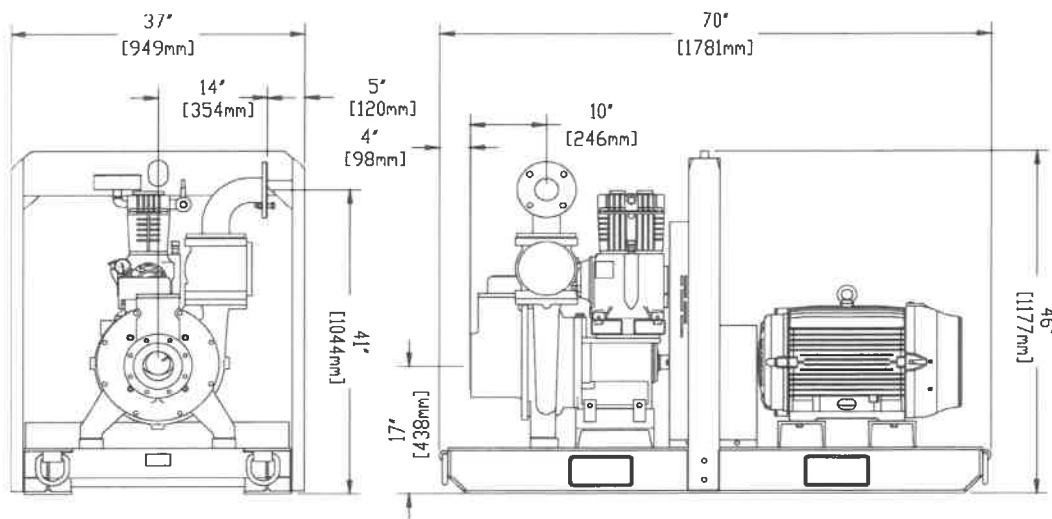
Weight (Dry): 1,920 lbs

Voltage/Phase: 460V, 3 Phase

Rated Current: 35A

Dimensions: (L) 70" x (W) 37" x (H) 46"

Performance data provided in tables is based on water tests at sea level and 20°C ambient. All information is approximate and for general guidance only. Please contact the factory or office for further details.



**xylem**

Let's Solve Water

#4 Hoadgate Road  
Bridgeport, NJ 08014 USA  
Tel: (609) 363-3636 Fax: (609) 461-4641

Reference number: 200GPA0000156  
Date of issue: February 15, 2016  
Issue: -

www.godwinpumps.com

# Critically Silenced Dri-Prime® Pumps

The Godwin Critically Silenced enclosure houses the versatile Dri-Prime CD, HL, NC and Wellpoint range pumps in a specially designed, acoustically-silenced enclosure. The Critically Silenced unit is intended for use in any pumping application where engine and other noise must be kept to a minimum. Sound levels are approximately 69 dBA at 30 feet (9 meters).

## Features and Benefits

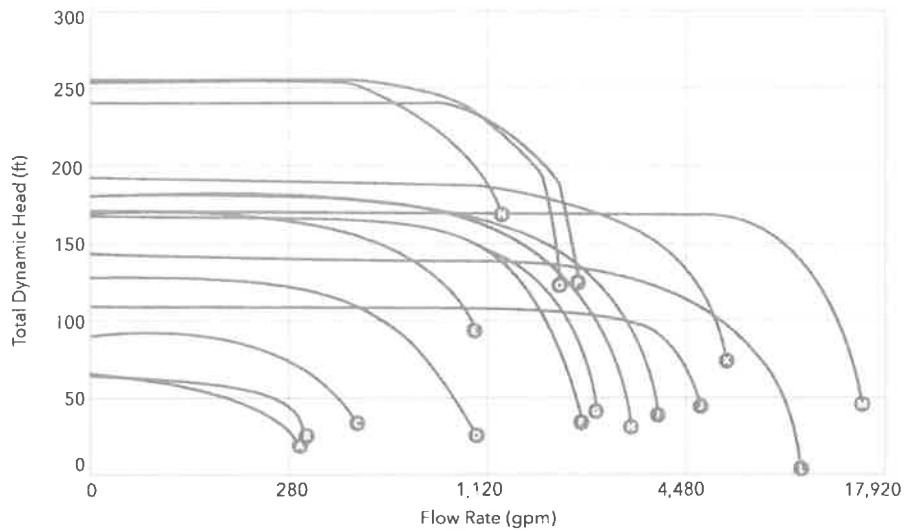
- 14-gauge sheet metal (12-gauge on larger units) enclosure lined with 1" and 2" (25mm and 50mm) layers of polydamp acoustical sound-deadening material
- Engine designed with critical grade muffler, silenced priming exhaust, and isolated engine vibration to further reduce operating noise
- Hinged, lockable doors for controlled access to operating controls and service locations
- Entire unit can be unbolted and removed from the optional DOT highway trailer for added versatility
- UL142 rated and double wall fuel tanks are available



godwin   
a xylem brand

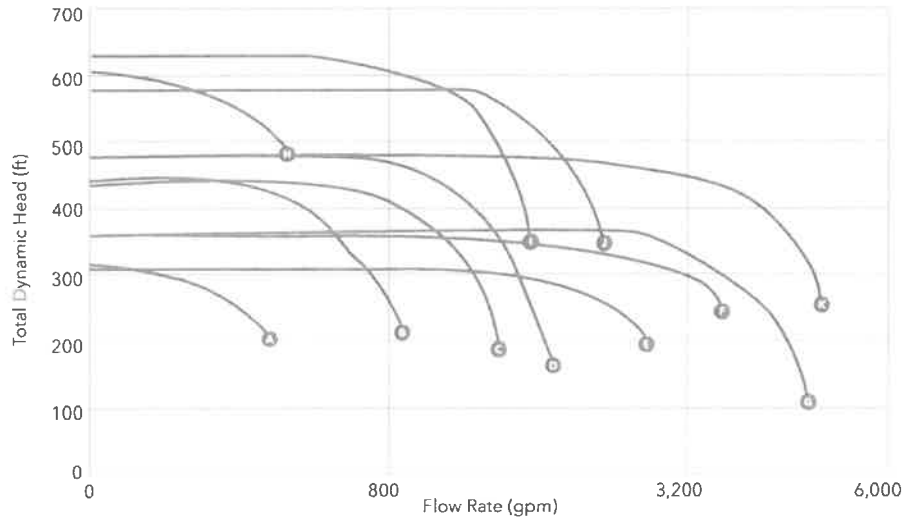
Please contact the factory or office for further details. A typical picture of the pump is shown. All information is approximate and for general guidance only.

## Pump Curve - CD Range



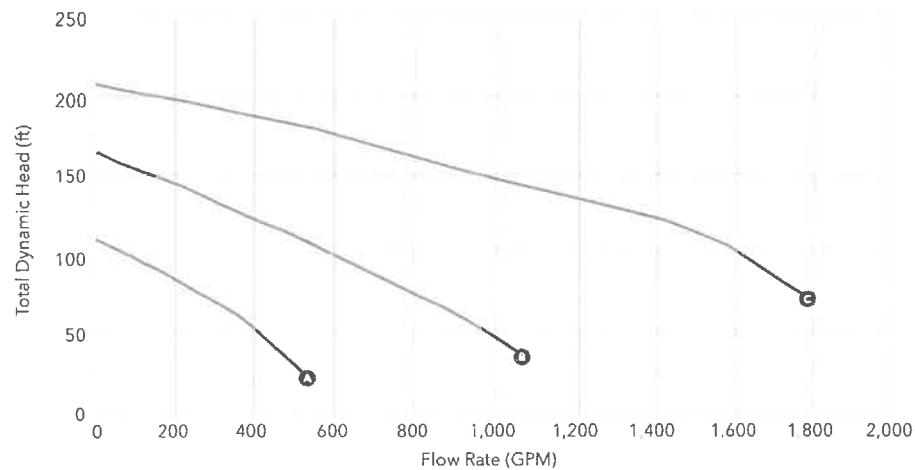
- A CD75MA5
- B CD80D
- C CD80M
- D CD100M/CD100MV
- E CD103M
- F CD150M/CD150MV
- G CD200M
- H CD225M/CD225MV
- I CD250M
- J DPC300
- K CD300M
- L CD400M
- M CD500M
- N CD140M
- O CD160M
- P CD180M

## Pump Curve - HL Range



- A HL80M
- B HL100M
- C HL125M
- D HL150M
- E HL200M
- F HL225M
- G HL250M
- H HL110M
- I HL130M
- J HL160M
- K HL260M

## Pump Curve - NC Range



- A NC80
- B NC100
- C NC150

Composite curves for comparison purposes only. Consult engineering data for exact flow and head capabilities.

**xylem**  
Let's Solve Water

84 Floodgate Road  
Bridgeport, NJ 08014  
(856) 467-3636 . Fax (856) 467-4841  
sales@godwinpumps.com

Reference number: Critically Silenced  
Date of issue: June 05, 2014  
Issue: 1  
[www.godwinpumps.com](http://www.godwinpumps.com)