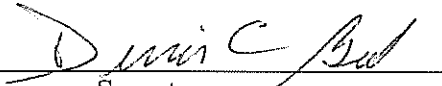


RESOLUTION

In accordance with the requirements of the Pennsylvania Department of Transportation Design Manual – Part 5, Chapter 3.2, the Municipal Authority of the Borough of Portage does hereby authorize the submission of the attached request for the Pennsylvania Department of Transportation to provide a fixed fifty per centum (50%) reimbursement to the Municipal Authority of the Borough of Portage for all costs incurred in relocating our water lines located in public right of way and affected by S. R. 0164, Section 005 necessitated by the Pennsylvania Department of Transportation Highway Improvement in Cambria County. Also the Chairman of said Authority be authorized and directed to sign a Utility Reimbursement Agreement on its behalf and that the Secretary be authorized and directed to attest the Chairman's signature on the Utility Reimbursement Agreement for this highway project.

Adopted as a Resolution on this 4th day of February 2010.

Attest: 
Secretary

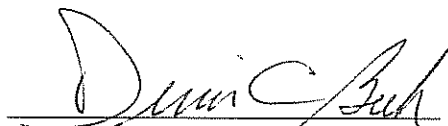
By: 
Chairman

(Seal)

Certification

I, Dennis C. Beck, Secretary of the Municipal Authority of the Borough of Portage attest that this Resolution was officially adopted by the Municipal Authority of the Borough of Portage at a duly-called meeting of the Authority.

(Seal)


Secretary

FID No. 256000446
Contract No. 090455
SAP Vendor No. 158862

THIS AGREEMENT, numbered 090455 in Commonwealth files, made and entered into this _____ day of _____, 2010, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation hereinafter called the COMMONWEALTH,

a
n
d

PORTAGE BOROUGH MUNICIPAL AUTHORITY with its principal place of business located at 606 Cambria Street, Portage, Pennsylvania, hereinafter called UTILITY.

W I T N E S S E T H

WHEREAS, the Secretary of Transportation, in pursuance of Authority in him by law vested, is about to undertake a highway construction project on State Route 0164, Section 005, in Cambria County, Pennsylvania; and,

WHEREAS, this highway project will, in the opinion of the Secretary of Transportation, require the adjustment of certain of the UTILITY's facilities, 100.00 per centum of which, it is agreed, are located in public right of way and 0.00 per centum outside public right of way; and,

WHEREAS, any such facilities transferred to or remaining at a location within the right of way of a Federally aided highway will be accommodated in accordance with the provisions of the current 23 Code of Federal Regulations, Part 645, Subpart B, of the Federal Highway Administration, United States Department of Transportation; and,

WHEREAS, the COMMONWEALTH is authorized by the provisions of Section 412.1 of the State Highway Law of June 1, 1945, P.L. 1242 as amended, to share in the costs of adjusting such facilities; and,

WHEREAS, the Parties hereto have agreed that the COMMONWEALTH will pay 50.00 per centum of the cost of adjusting the UTILITY's facilities located within public right of way and 00.00 per centum of the cost of adjusting those facilities located outside public right of way.

NOW, THEREFORE:

In consideration of the foregoing premises and the mutual covenants hereinafter contained and with the intent to be legally bound hereby, the Parties agree as follows:

FIRST - That the UTILITY will make the adjustments to its facilities, consisting of Water, together with fittings and appurtenances thereto between Station 311 + 05 and Station 311 + 85, on State Route 0164, Section 005, in the County of Cambria, Borough of Portage, in the manner and at the location approved by the Department of Transportation at a total estimated cost of Thirty-six Thousand Nine Hundred (\$36,900.00) dollars. Detailed cost estimates and plans showing the adjustments of the UTILITY's facilities are incorporated herein by reference and made a part hereof as if physically attached hereto, copies of said estimates and plans being in the possession of the Parties.

SECOND - That, upon completion of the work contemplated by this Agreement, and within an estimated 14 calendar days of authorization by the COMMONWEALTH to proceed with such work, and in a manner satisfactory to the COMMONWEALTH and in accordance with the current 23 Code of Federal Regulations, Part 645, Subpart A, of the Federal Highway Administration, United States Department of Transportation, the provisions of which are incorporated herein by reference, the UTILITY shall certify to the COMMONWEALTH the actual and related indirect costs thereof, including the right of way costs, if any, said costs to have been accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body, and the COMMONWEALTH shall verify said costs and pay to the UTILITY 50.00 per centum of said cost, exclusive of betterments and charges for interest on construction money, which amount is estimated to be Eighteen Thousand Four Hundred Fifty and 00/100 (\$18,450.00) dollars.

If the reimbursable amount of this Agreement exceeds \$10,000.00, then, at the option of the UTILITY payment may be made in installments, as follows:

Upon receipt of the fully executed Agreement, the UTILITY may submit an invoice for the said portion of the actual costs in excess of \$5,000 incurred for the preliminary engineering, right of way and materials necessary for the relocation of those facilities, estimated as aforesaid to be 50.00 per centum of the total adjustment costs. Thereafter, upon incurring additional costs, the UTILITY may submit prorated periodic invoices for such additional costs, said invoices to be submitted no more frequently than one hundred twenty (120) days or upon incurring Ten Thousand (\$10,000.00) dollars additional costs, whichever first occurs. Payment of initial and periodic invoices, submitted in accordance with this paragraph will be made within sixty (60) days of receipt by the COMMONWEALTH.

Total invoices for partial payments may not exceed 75% of the reimbursable amount of this Agreement.

THIRD - Commonwealth will make payments to the recipient of the funding through the Automated Clearing House ("ACH"). Within 10 days of the contract execution date, the recipient of the funding must submit or must have already submitted its ACH and electronic addenda information, if desired, to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Service Center, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street- 9th Floor, Harrisburg, PA 17101 A copy of the ACH enrollment form can be obtained online at www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf.

FOURTH - That the UTILITY shall remit all final costs within 365 calendar days following completion of the work. If UTILITY fails to submit costs within 365 days following completion of the highway project, the actual cost paid to UTILITY to date by the COMMONWEALTH will be considered final payment. If the UTILITY is unable to submit its final bill within 365 calendar days following written notice of the completion of the highway project, the UTILITY may file a written limited extension of time within which to submit a final bill. A request for an extension of time may be granted at the discretion of the department.

FIFTH - The UTILITY agrees to maintain and provide, in any applicable contracts entered into to effect a portion of this relocation, that its contractors will also maintain, all books, documents, papers, accounting records and other evidence pertaining to cost proposals and estimates and to costs incurred and to make such materials available at their respective offices at all reasonable times for a period of not less than three (3) years from the date final reimbursement payment has been received, for the purpose of examination by representatives of the COMMONWEALTH and the Federal Government and copies thereof shall be furnished if requested.

SIXTH - Supporting documents will accompany the final billing showing a breakdown of man hours and direct salary costs by classification of employees for all engineering and labor, and an itemized list of material installed and removed in accordance with the current Design Manual Part 5.

SEVENTH - That UTILITY shall retain any and all other existing rights, if any, to occupy the required right of way with its facilities. Subsequent construction, alteration, operation or maintenance of the facilities, adjusted pursuant to this Agreement shall except as otherwise herein provided, be in accordance with the highway occupancy provisions of this Agreement and the current Highway Occupancy Regulations of the Department of Transportation and, where applicable, the Federal Highway Administration.

EIGHTH - It is further agreed that if, for any reason, the highway construction project referred to herein shall be cancelled, abandoned, or revised, in such a manner that the work described in Paragraph First of this Agreement should be no longer required, in the opinion of the Secretary of Transportation, then in such event, the only amount which will be payable to the UTILITY will be the actual and related indirect cost of the work actually completed at the time of notification by the COMMONWEALTH of the said cancellation, abandonment or revision, plus any additional expenses incurred by the UTILITY in restoring its system to normal operating conditions.

IN WITNESS WHEREOF, the parties have executed with Agreement the date first above written.

ATTEST

PORTAGE BOROUGH MUNICIPAL AUTHORITY

BY [Signature] 2/4/10
Title: SECRETARY Date:

BY [Signature] 2/4/10
Title: CHAIRMAN Date:

If a Corporation, the President or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a Municipality, Authority or other entity, please attach a resolution.

----DO NOT WRITE BELOW THIS LINE – FOR COMMONWEALTH USE ONLY----

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
Central Office Utility Administrator Date

APPROVED AS TO LEGALITY AND FORM

PRELIMINARILY APPROVED

BY _____
Chief Counsel Date

BY _____
Assistant Counsel Date

FUNDS COMMITMENT DOCUMENT
NO. U090455000
CERTIFIED FUNDS AVAILABLE UNDER
SAP NO. 158562
SAP COST CENTER _____
GL. ACCOUNT _____
AMOUNT \$ 18,450.00

BY _____
Signature Date
for Comptroller Operations