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July 2, 2013

Joseph C. Beyer  
Project Manager  
The EADS Groups Inc.  
227 Franklin Street, Suite 300  
Johnstown, PA 15946

RECEIVED  
JUL 08 2013

*The EADS Group, Johnstown*

**Subject:** Portage, Cambria, Pennsylvania  
Milepost PT-256.75, Pittsburgh Line, Pittsburgh Division

**Norfolk Southern Activity No. 1176403**

Proposed installation of an 8-inch ductile iron water pipe in a 16-inch steel pipe

Dear Mr. Beyer:

Attached is the fully executed PUC Standard Pipe License Agreement dated 6/6/2013 between Norfolk Southern Railway Company and The Municipal Authority of the Borough of Portage covering the above referenced project.

This letter acknowledges receipt of your payment in the amount of \$5,000, which covers the one time license fee of \$4,000 and the Railroad Protective Insurance fee of \$1,000. The Municipal Authority of the Borough of Portage's Certificate of Liability Insurance has been reviewed by the Railway's Risk Manager and is acceptable.

Prior to start of work on Railway right of way, you are required to contact the following for scheduling of flag protection, inspection, and identification of Railway signal and telecommunication cables:

W. C. Sciotti of NS's Pittsburgh Division Engineer's office, telephone (412) 893-7255

Scott Jones, Gen. Sup. Communications & Signals, (412) 893-7254

Once contacted, the Division Engineer requires 72 hours to review the need for and availability of flagmen for this project and will advise you of the cost of said flagmen. No work is permitted on Railway right of way without a flagman or the Division Engineer's agreement to waive the flag protection requirement. Entry onto Railway property without the Division Engineer's prior approval is considered trespassing.

Thank you for your cooperation.

Very truly yours,  
James S. McKay

Contract Administrator  
215-789-2159  
[james.mckay@aecom.com](mailto:james.mckay@aecom.com)

CC: Mary Ann Mullady

Archives / Lilburn



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/25/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Table with fields for PRODUCER (FWF Insurance Agency Inc), CONTACT NAME, PHONE (814) 262-9833, INSURER(S) AFFORDING COVERAGE (PA Intergovernmental Risk Management Assoc.), and INSURED (PORTAGE MUNICIPAL AUTHORITY).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main insurance coverage table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR VVD, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS. Includes sections for GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, and WORKERS COMPENSATION.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Norfolk Southern Railway Company is named as additional insured with regard to activity number 1176403 (Installation of an 8 inch ductile iron water pipe in a 16 inch steel pipe) Milepost PT-256.75, Pittsburgh Line, Pittsburgh Division.

Table with two main sections: CERTIFICATE HOLDER (Norfolk Southern Railway Company) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions). Includes a signature for Heather Hartland.

THIS AGREEMENT, dated as of the 6 day of June, 2013 is made and entered into by and between

**NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia corporation, whose mailing address is Three Commercial Place, Norfolk, Virginia, 23510 (hereinafter called "Railway"); and

**THE MUNICIPAL AUTHORITY OF THE BOROUGH OF PORTAGE**, a Municipal Authority of the Commonwealth of Pennsylvania, whose mailing address is 606 Cambria Street, Portage, Pennsylvania 15946 (hereinafter called "Licensee").

WITNESSETH

WHEREAS, Licensee proposes to install, maintain, operate and remove an 8-inch ductile iron water pipe in a 16-inch steel pipe (hereinafter called the "Facilities") located in, under and across the right-of-way or property and any tracks of Railway, at Milepost PT-256.75, Pittsburgh Line at or near **Portage, Cambria County, Pennsylvania**, the same to be located in accordance with and limited to the installation shown on print of drawings marked Drawing # 1, dated April 29, 2013 and Pipe Data Sheet, attached hereto and made a part hereof; and

WHEREAS, Licensee desires a license to use such right-of-way or property of Railway for the installation, construction, maintenance, operation and removal of the Facilities.

NOW, THEREFORE, for and in consideration of the premises, the payment of a non-refundable, non-assignable one-time fee in the amount of FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00) (hereinafter called the "Fee") to cover the Risk Financing fee (as hereinafter defined) in the amount of \$1,000, and a one-time occupancy fee in the amount of \$4,000, and the covenants hereinafter set forth, Railway hereby permits and grants to Licensee, insofar as Railway has the right to do so, without warranty and subject to all encumbrances, covenants and easements to which Railway's title may be subject, the right to use and occupy so much of Railway's right-of-way or property as may be necessary for the installation, construction, maintenance, operation and removal of the Facilities (said right-of-way or property of Railway being hereinafter collectively called the "Premises"), upon the following terms and conditions:

1. Use and Condition of the Premises. The Premises shall be used by Licensee only for the installation, construction, maintenance, operation and removal of the Facilities and for no other purpose without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Licensee accepts the Premises in their current "as is" condition, as suited for the installation and operation of the Facilities, and without the benefit of any improvements to be constructed by Railway.

2. Installation of the Facilities; Railway Support. Licensee shall, at its expense, install, construct, maintain and operate the Facilities on a lien-free basis and in such a manner as will not interfere with the operations of Railway, or endanger persons or property of Railway. Such installation, construction, maintenance and operation of the Facilities shall be in accordance



with (a) the plans and specifications (if any) shown on the prints attached hereto and any other specifications prescribed by Railway, (b) applicable laws, regulations, ordinances and other requirements of federal, state and local governmental authorities, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance-of-Way Association, when not in conflict with the applicable plans, specifications, laws, regulations, ordinances or requirements mentioned in (a) and (b), above. All underground pipes must have secondary pipe containment if the material flowing through the pipeline poses a safety or environmental hazard. Any change to the character, capacity or use of the Facilities shall require execution of a new agreement.

3. Railway Support. Railway shall, at Railway's option, furnish, at the sole expense of Licensee, labor and materials necessary, in Railway's sole judgment, to support its tracks and to protect its traffic (including, without limitation, flagging) during the installation, maintenance, repair, renewal or removal of the Facilities.

4. Electronic Interference. Licensee will provide Railway with no less than sixty (60) days advance written notice prior to the installation and operation of cathodic protection in order that tests may be conducted on Railway's signal, communications and other electronic systems (hereinafter collectively called the "Electronic Systems") for possible interference. If the Facilities cause degradation of the Electronic Systems, Licensee, at its expense, will either relocate the cathodic protection or modify the Facilities to the satisfaction of Railway so as to eliminate such degradation. Such modifications may include, without limiting the generality of the foregoing, providing additional shielding, reactance or other corrective measures deemed necessary by Railway. The provisions of this paragraph 4 shall apply to the Electronic Systems existing as of the date of this Agreement and to any Electronic Systems that Railway may install in the future.

5. Corrective Measures. If Licensee fails to take any corrective measures requested by Railway in a timely manner, or if an emergency situation is presented which, in Railway's judgment, requires immediate repairs to the Facilities, Railway, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

6. Railway Changes. If Railway shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of Railway, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, Licensee shall, upon thirty (30) days prior written notice from Railway and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of Railway, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of Railway.

7. Assumption of Risk. Unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway, Licensee hereby assumes all risk of damage to the Facilities and Licensee's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and Licensee hereby indemnifies Railway, its officers, directors, agents and employees from and against any liability for such damage.

8. Entry Upon Premises. Prior to commencement of any work to be performed on or about the Premises, Licensee shall notify the appropriate Division Engineer for the scheduling of protection and inspection. Within seventy-two (72) hours after the Division Engineer's actual receipt of such notification, the Division Engineer shall review the necessity and availability of flagmen for the proposed work and advise Licensee of such matters and the estimated cost therefor. No work shall be permitted on or about the Premises without the presence of Railway's flagman or the Division Engineer's waiver of the requirement for flag protection. Entry on or about the Premises or any other Railway right-of-way without the Division Engineer's prior approval shall be deemed trespassing. Licensee agrees to pay Railway, within thirty (30) days after delivery of an invoice therefor, for any protection and inspection costs incurred by Railway, in Railway's sole judgment, during any such entry.

9. Liens; Taxes. Licensee will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of Railway, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving Licensee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, Licensee shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by Licensee within the Premises. In the event that any such lien shall attach to the Premises or Licensee shall fail to pay such taxes, then, in addition to any other right or remedy available to Railway, Railway may, but shall not be obligated to, discharge the same. Any amount paid by Railway for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by Licensee to Railway within ten (10) days after Railway's demand therefor.

10. Indemnification. Licensee hereby agrees to indemnify and save harmless Railway, its officers, directors, agents and employees, from and against any and all liabilities, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and property damage to whomsoever, including, but not limited to, Licensee's agents, workmen, servants or employees, or whatsoever occurring (hereinafter collectively called "Losses") that arise in any manner from (a) the installation, construction, maintenance, operation, presence or removal of, or the failure to properly install, construct, maintain, operate or remove, the Facilities, or (b) any act, omission or neglect of Licensee, its agents, servants, employees or contractors in connection therewith, unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway.

11. Insurance.

(a) Without limiting in any manner the liability and obligations assumed by Licensee under any other provision of this Agreement, and as additional protection to Railway, Licensee shall, at its expense, pay the Risk Financing Fee set forth in subparagraph (i) below and shall procure and maintain with insurance companies satisfactory to Railway, the insurance policies described in subparagraphs (ii) and (iii).

(i) Upon execution of this Agreement, Licensee shall pay Railway a risk financing fee of \$1,000 per installation (herein called the "Risk Financing Fee") to provide Railroad Protective Liability Insurance or such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate.

(ii) Prior to commencement of installation or maintenance of the Facilities or entry on Railway's property, Licensee, and its contractor if it employs one, shall procure and maintain for the course of said installation and maintenance, a general liability insurance policy naming Railway as an additional insured, and containing products and completed operations and contractual liability coverage, with a combined single limit of not less than \$1,000,000 for each occurrence.

(iii) Prior to commencement of any subsequent maintenance of the Facility during the term of this Agreement, unless Railway elects to make available and Licensee pays the then current risk financing fee for each affected installation, Licensee, or its contractor if it employs one, shall furnish Railway with an original Railroad Protective Liability Insurance Policy naming Railway as the named insured and having a limit of not less than a combined single limit of \$2,000,000 each occurrence and \$6,000,000 aggregate. Such policy shall be written using Insurance Services Offices Form Numbers CG 00 35 01 10 01.

(b) All insurance required under preceding subsection (a) shall be underwritten by insurers and be of such form and content as may be acceptable to Railway. Prior to commencement of installation or maintenance of the Facilities or any entry on Railway's property, Licensee, or its contractor if it employs one, shall: furnish to Railway's Risk Manager, Three Commercial Place, Norfolk, Virginia 23510-2191 (or such other representative and/or address as subsequently given by Railway to Licensee in writing), for approval, the original policy described in subsection (a)(iii) and a certificate of insurance evidencing the existence of a policy with the coverage described in subsection (a)(ii).

### 13. Assignments and Other Transfers.

(a) Licensee shall not assign, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right or privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Any such assignment or other transfer made without Railway's prior written consent shall be null and void and, at Railway's option, shall constitute an immediate default of this Agreement. Notwithstanding the foregoing, upon prior written notice to Railway, Licensee may assign this Agreement to a parent, a wholly-owned subsidiary of Licensee or a wholly-owned subsidiary of Licensee's parent without Railway's consent; provided, however, that no such assignment shall relieve Licensee of its obligations under this Agreement.

(b) Railway shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, Railway shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of Railway for the performance of the obligations of "Railway" hereunder.

14. Meaning of "Railway". The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of Railway and their respective officers, directors, agents and employees.

15. Default: Remedies.

(a) The following events shall be deemed to be events of default by Licensee under this Agreement:

(i) Licensee shall fail to pay the Fee or any other sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) Licensee shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to Licensee;

(iii) Licensee shall become insolvent or unable to pay its debts as they become due, or Licensee notifies Railway that it anticipates either condition;

(iv) Licensee takes any action to, or notifies Railway that Licensee intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Licensee under any such statute; or

(v) a receiver or trustee shall be appointed for Licensee's license interest hereunder or for all or a substantial part of the assets of Licensee, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by Licensee, whether enumerated in this paragraph 15 or not, Railway shall have the option to pursue any remedies available to it at law or in equity without any additional notices to Licensee. Railway's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event Licensee shall immediately surrender the Premises to Railway; (ii) entry into or upon the Premises to do whatever Licensee is obligated to do under the terms of this License, in

which event Licensee shall reimburse Railway on demand for any expenses which Railway may incur in effecting compliance with Licensee's obligations under this License, but without rendering Railway liable for any damages resulting to Licensee or the Facilities from such action; and (iii) pursuit of all other remedies available to Railway at law or in equity, including, without limitation, injunctive relief of all varieties.

16. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, Railway shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If Licensee shall discontinue the use or operations of the Facilities; or

(b) If Railway shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If Railway, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If Railway, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of Railway, or with the present or future use of such property by Railway, its lessees, affiliates, successors or assigns, for their respective purposes.

17. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to Licensee hereunder shall, at the sole option of Railway, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of Railway, and Licensee shall have no claim thereto, the same being hereby expressly waived by Licensee.

18. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of Licensee. Upon the expiration or termination of this Agreement, Licensee shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by Railway, Licensee shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event Licensee shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by Licensee, and the same shall become the property of Railway for Railway to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefor;



provided, however, in the event Railway elects to remove the Facilities, Railway, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.

19. Entire Agreement. This Agreement contains the entire agreement of Railway and Licensee and supersedes any prior understanding or agreement between Railway and Licensee respecting the subject matter hereof; and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.

20. Attorneys' Fees. If Railway should bring any action under this Agreement, or consult or place the Agreement or any amount payable by Licensee hereunder, with an attorney concerning or for the enforcement of any of Railway's rights hereunder, then Licensee agrees in each and any such case to pay to Railway all costs, including but not limited to court costs and attorneys' fees, incurred in connection therewith.

21. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

22. Modifications; Waiver; Successors and Assigns. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of this Agreement shall be deemed to have been waived by Railway unless such waiver shall be in a writing signed by Railway and addressed to Licensee, nor shall any custom or practice that may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of Railway to insist upon the performance by Licensee in strict accordance with the terms hereof. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. If there shall be more than one Licensee, the obligations hereunder imposed upon Licensee shall be joint and several.

23. Notice. Any and all other notices, demands or requests by or from Railway to Licensee, or Licensee to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

If to Railway:

c/o Norfolk Southern Corporation  
1200 Peachtree Street, NE – 12<sup>th</sup> Floor  
Atlanta, Georgia 30309-3504  
Attention: Director Contract Services

If to Licensee:  
The Municipal Authority of the Borough of Portage  
606 Cambria Street  
Portage, Pennsylvania 15946

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

24. Miscellaneous. All exhibits, attachments, riders and addenda referred to in this License are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of Railway and Licensee under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant. The provisions of Paragraphs 7, 9, 10, 12 and 18 shall survive the expiration or earlier termination of this Agreement.

25. Limitations of Grant. Licensee acknowledges that the license granted hereunder is a quitclaim grant, made without covenants, representations or warranties with respect to Railway's (a) right to make the grant, (b) title in the Premises, or (c) right to use or make available to others the Premises for the purposes contemplated herein. Railway is the owner and/or holder of the Premises subject to the terms and limitations under which it is owned or held, including without limitation conditions, covenants, restrictions, easements (including any pre-existing fiber optic easements or licenses), encroachments, leases, licenses, permits, mortgages, indentures, reversionary interests, fee interests, zoning restrictions and other burdens and limitations, of record and not of record, and to rights of tenants and licensees in possession, and Licensee agrees that the rights licensed hereunder are subject and subordinate to each and all of the foregoing. Licensee accepts this grant knowing that others may claim that Railway has no right to make it, and Licensee agrees to release, hold harmless and indemnify (and, at Railway's election, defend, at Licensee's sole expense, with counsel approved by Railway) Railway, its affiliated companies, and its and their respective officers, directors, agents and employees, from and against any detriments to, or liabilities of, any type or nature arising from such claims, including punitive damages and any forfeitures declared or occurring as a result of this grant.

26. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, Railway shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by

reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by Licensee, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or loss profits.

27. This License is authorized by Licensee to be entered into by Resolution / Ordinance Number 2013 - 4, adopted by The Municipal Authority of the Borough of Portage a certified copy of which is attached hereto and made a part hereof.

28. This Agreement shall become effective as of the expiration of thirty (30) days from the date when a copy thereof shall be filed by Railway in the office of the Secretary of the Pennsylvania Public Utility Commission ("PA PUC"), provided that, if the PA PUC shall, prior to the expiration of such period institute a proceeding affecting its validity under the provisions of Section 507 of the Public Utility Law, this Agreement shall only become effective upon its approval by the PA PUC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate, each part being an original, as of the date first above written.

Witness:

**NORFOLK SOUTHERN RAILWAY  
COMPANY**

S. Bellingerley  
As to Railway

JB By: Malcolm G. Roof  
Real Estate Manager

Witness:

**THE MUNICIPAL AUTHORITY OF  
THE BOROUGH OF PORTAGE**

Thomas F. Hodgkinson  
As to Licensee

By: Steve F. Kord  
Title: Chairman

Activity Number: 1176403  
JSM: May 3, 2013  
File No. 562684v1

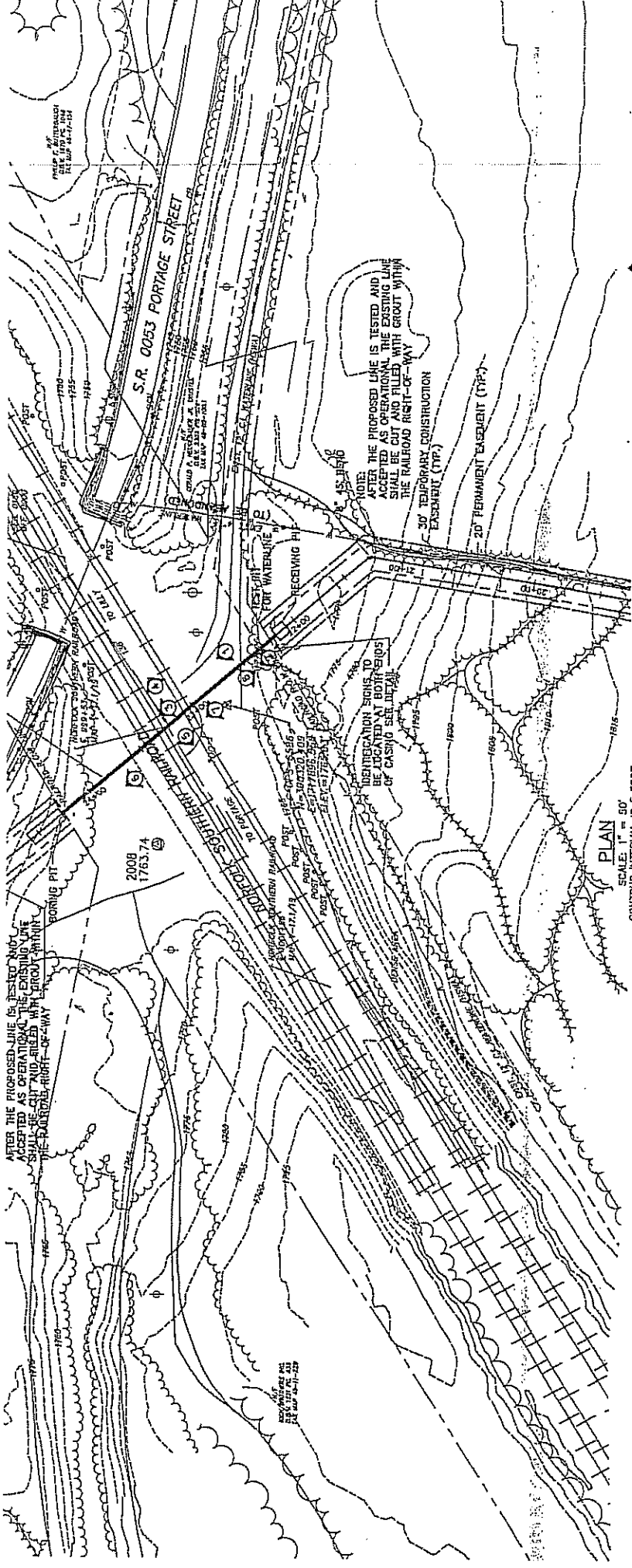


PHOTO # AND DIRECTION

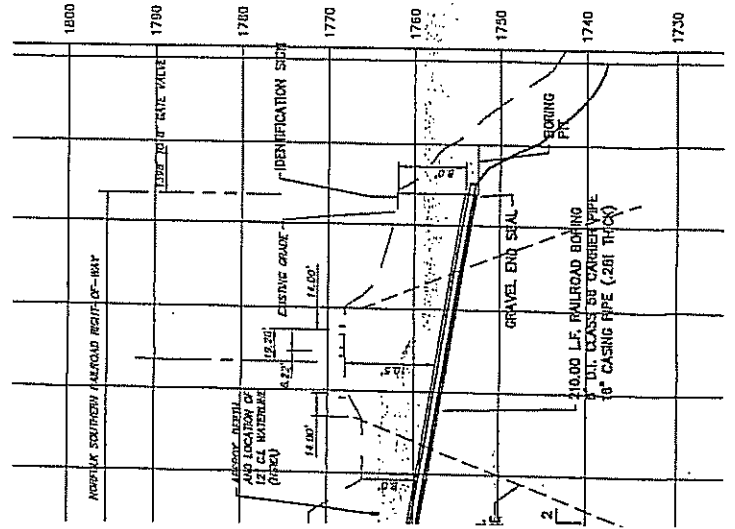
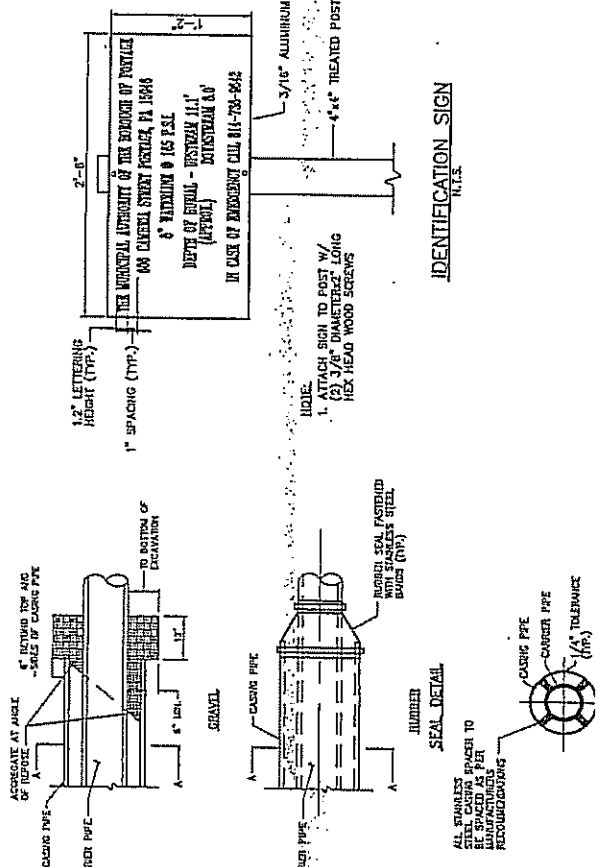
PLAN  
SCALE: 1" = 50'  
CONTOUR INTERVAL IS 5 FEET

N 40  
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GENERAL NOTES

1. CONTRACTOR SHALL FOLLOW ALL REQUIREMENTS OF NORT...



ALL DIMENSIONS SHOWN TO BE SPACED AS PER MANUFACTURER'S RECOMMENDATIONS



A meeting of the Board of Directors of the Municipal Authority of the Borough of Portage was held on Thursday, June 6, 2013, at 7:00 p.m., in the Conference Room at 606 Cambria Street.

Those in attendance were:

Ray Bowman, Vice-Chairman  
Tom Hodgkinson  
Tom Kunko  
Jerome Yetsko

Also present were: Attorney William Barbin, Solicitor; Ron Cadwallader, Jr., Superintendent; Joe Beyer, The EADS Group; and Sarah Wolford, Mainline Newspapers.

**I. CALL TO ORDER**

In the absence of Mr. Koval, Chairman, the meeting was called to order by Mr. Bowman, Vice-Chairman, at 7:00 p.m., which was followed by the Pledge of Allegiance and Roll Call.

**II. RECOGNITION OF GUESTS**

Mr. Bowman recognized Sarah Wolford, Mainline Newspapers.

**III. CORRESPONDENCE**

- Thank you card received from the Mignogna Family relative to the acknowledgement of the Water Authority on the recent loss of Jean Mignogna.
- Information received regarding the PMAA Annual Conference & Trade Show to be held August 26-28, 2013 in State College. Any Board members interested in attending should contact Mr. Cadwallader.

**IV. APPROVAL OF MINUTES**

ON MOTION OF MR. YETSKO, SECONDED BY MR. HODGKINSON, THE BOARD UNANIMOUSLY AGREED TO DISPENSE WITH THE READING OF THE MAY 2, 2013 MINUTES BEING THAT THEY WERE DISTRIBUTED IN WRITTEN FORM AND UNANIMOUSLY ACCEPTED THE MINUTES AS PRESENTED. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. BOWMAN, MR. HODGKINSON, MR. KUNKO AND MR. YETSKO.

**V. AGENT'S EXPENDITURES**

No Agent's expenditures to be presented.

**VI. INVOICES**

Cambria Mailing Services Inc	\$ 75.60
Cole Parmer Inst. Co.	608.20
Commonwealth Financing Authority	350.00
Damin Printing	24.00
EADs Group	12,029.74
Ebensburg Office Supply	82.98
Environmental Service Labs	144.00
FWF Insurance	2,978.00
Groff Tractor & Equipment Inc	179.81

## VII. TREASURER'S REPORT

ON MOTION OF MR. HODGKINSON, SECONDED BY MR. YETSKO, THE BOARD UNANIMOUSLY AGREED TO DISPENSE WITH THE READING OF THE MAY 2013 TREASURER'S REPORT AS IT WAS PREVIOUSLY DISTRIBUTED IN WRITTEN FORM AND UNANIMOUSLY ACCEPTED THE REPORT WITH A BALANCE OF: BEGINNING CASH, \$1,315,220.24; CASH IN, \$191,305.24; CASH OUT, (\$192,774.37); ADJUSTMENT (INTEREST), \$0.00; ENDING CASH, \$1,313,751.11. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. BOWMAN, MR. HODGKINSON, MR. KUNKO AND MR. YETSKO.

## VIII. SUPERINTENDENT'S REPORT

Mr. Bowman noted that Mr. Cadwallader's report was distributed to the Board members prior to the meeting; and he asked the Board if there were any questions regarding the report.

Mr. Cadwallader apprised the Board that the staff is addressing the water leaks and most have been addressed. Those areas in the Martindale area have been addressed; all of the old pits and flow meters have been removed.

Mr. Cadwallader reported that on Monday, June 10, he expected to have the first door installed at the Martindale plant; and then the second door will be installed following that.

Mr. Cadwallader stated that he spoke with the current healthcare broker; and the broker would like to meet with the Board during a workshop to discuss the healthcare quotes for next year. Mr. Yetko questioned if the workshop would include the employees, to which Mr. Cadwallader replied that the broker would like to meet with the Board first to present all of the quotes that have been received. Mr. Bowman commented that the Board would review at the workshop all of the alternatives to choose from. The Board could then have one or two options to present to the employees. After discussion, the Board agreed that a workshop would be held on June 12 at 6:30 p.m. at the Authority office.

Mr. Cadwallader apprised the Board that the new truck should be received tomorrow. He shared with the Board a proposed advertisement for bids that would be placed in the newspaper relative to the current truck, which has been reviewed by Attorney Barbin. After reviewing the proposed advertisement for bids, Mr. Hodgkinson suggested that the verbiage "no warranty – expressed or implied" be included. Mr. Cadwallader indicated that the ad will run for 10 days; and the day after the last publication, the bids will be open. Mr. Cadwallader questioned if the ad would have to be run in both the Tribune and Dispatch, to which Attorney Barbin replied that we are only required to run the advertisement one time in one place. Mr. Cadwallader commented that he will also be placing the advertisement in the Authority Office so that anyone coming in will be able to view it.

Mr. Cadwallader commented relative to the public meeting held last evening with the residents concerning the Jamestown project. Some of the residents present had signed the easements; and five more residents signed their easements today. Mr. Cadwallader contacted some additional residents in that area today; and they will be signing easements as well.

Mr. Cadwallader informed the Board that he talked with Pat Webb relative to the BMR grant. Everything is in line; however, they are waiting for the legislators on this end to schedule a public presentation of the grant. Mr. Beyer questioned if we could move ahead with the project prior to this, to which Mr. Cadwallader replied that, in order to move the project forward, we will probably have to proceed if something cannot be scheduled with the legislators soon.

credit. He also marked up and made suggestions relative to the Personnel Policies which Mr. Cadwallader provided to him.

As it relates to the easements for the Sportman's side of the project, Mr. Cadwallader indicated that he has all of the easements signed except for one (the property owner lives in Ohio and the easement had to be sent for signature). Mr. Bowman commented that the public meeting that was held went extremely well, but he was hoping to have more residents in attendance.

Attorney Barbin apprised the Board that he reviewed the Norfolk Southern agreement. The agreement calls for a one-time fee and no inspection costs. The Authority will have an ongoing insurance requirement each year (the Authority would have to provide a Certificate of Insurance each year).

#### **XI. FORESTER'S REPORT**

No report.

#### **XII. UNFINISHED BUSINESS**

- Martindale/Spring Hill Project

Discussed earlier in the meeting. Project ongoing.

- Jamestown Project

Discussed earlier in the meeting. Project ongoing.

- Norfolk Agreement

Discussed earlier in the meeting. Mr. Bowman asked for approval of the agreement as presented.

A MOTION WAS MADE BY MR. HODGKINSON, SECONDED BY MR. KUNCO, TO APPROVE A RESOLUTION AUTHORIZING THE NORFOLK AGREEMENT. A ROLL CALL VOTE WAS HELD WITH MR. BOWMAN, MR. HODGKINSON, MR. KUNCO AND MR. YETSKO VOTING AFFIRMATIVELY.

- CBDG Project

Discussed earlier in the meeting. Project ongoing.

- Personnel Rules and Regulations

Mr. Bowman reminded the Board that a review of the comments received from Attorney Barbin took place at a recent workshop. He requested a motion to approve the Personnel Rules and Regulations.

ON MOTION OF MR. HODGKINSON, SECONDED BY MR. KUNCO, THE BOARD UNANIMOUSLY APPROVED THE PERSONNEL RULES AND REGULATIONS AS PRESENTED. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. BOWMAN, MR. HODGKINSON, MR. KUNCO AND MR. YETSKO.



THE ADDITIONAL REIMBURSEMENT CHECK RECEIVED FROM LUMADUE FOR REIMBURSEMENT OF OVERTIME HOURS (\$59.76) WILL BE DEPOSITED INTO ACCOUNT #106.5 SAVINGS USDA PROJECT. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. BOWMAN, MR. HODGKINSON, MR. KUNKO AND MR. YETSKO.

- Payment Plan

Mr. Bowman commented that, at the recent workshop, the Board had discussion relative to the payment plan wherein if a resident is placed on a payment plan, they cannot request a payment plan for another 12 months. Mr. Cadwallader indicated that this is already part of the current policies and he provided copies of same to the Board members.

- Request for Adjustment

Mr. Bowman noted that the policy relative to the request for an adjustment being once in a lifetime to possibly once every two to five years was also discussed by the Board during the recent workshop.

Mr. Bowman indicated that a request for an adjustment was received from Mr. Paul Newfield. Mr. Cadwallader commented that the break was located in Mr. Newfield's pit which was addressed immediately. Mr. Bowman noted that the bill received by Mr. Newfield was \$234.69. His average bill is \$17.13.

ON MOTION OF MR. HODGKINSON, SECONDED BY MR. KUNKO, THE BOARD UNANIMOUSLY APPROVED THE REQUEST FOR AN ADJUSTMENT RECEIVED FROM PAUL NEWFIELD (AVERAGE BILL, \$17.13; ADJUSTMENT FEE, \$20; TOTAL BILL, \$37.13). BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. BOWMAN, MR. HODGKINSON, MR. KUNKO AND MR. YETSKO.

#### XV. ADJOURNMENT/EXECUTIVE SESSION

ON MOTION OF MR. YETSKO, SECONDED BY MR. KUNKO, THE MEETING WAS ADJOURNED AT 7:30 P.M. THE BOARD MOVED INTO EXECUTIVE SESSION TO DISCUSS PERSONNEL MATTERS.

#### XVI. NEXT MEETING

The next meeting will be held on Thursday, July 11, 2013 at 7:00 p.m.

Respectfully submitted,

Sharon Squillario  
Recording Secretary

## PIPE DATA SHEET

	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED	POTABLE WATER	
NORMAL OPERATING PRESSURE	165 psi	
NOMINAL SIZE OF PIPE	8"	16"
OUTSIDE DIAMETER	9.05"	16"
INSIDE DIAMETER	8.15"	15.43
WALL THICKNESS	0.45"	0.281
WEIGHT PER FOOT	38.6 lbs/ft	
MATERIAL	Ductile Iron	STEEL
PROCESS OF MANUFACTURE		
SPECIFICATION		
GRADE OR CLASS	56	B
TEST PRESSURE	350	
TYPE OF JOINT	Push on	WELDED
TYPE OF COATING	ASPHALTIC	—
DETAILS OF CATHODIC PROTECTION	—	—
DETAILS OF SEALS OR PROTECTION AT END OF CASING	SEE DETAILS PROVIDED	SEE DETAILS PROVIDED
CHARACTER OF SUBSURFACE MATERIAL		
APPROXIMATE GROUND WATER LEVEL		
SOURCE OF INFORMATION ON SUBSURFACE CONDITIONS		

Proposed Method of Installation:

- Bore and jack (per Section 5.1.3 of NSCE-8)  
 Jacking (per Section 5.1.4 of NSCE-8)  
 Tunneling (with Tunnel Liner Plate) (per Section 5.1.5 of NSCE-8)  
 Directional Bore/Horizontal Direction Drilling – Method A (per Section 5.1.6 of NSCE-8)  
 Directional Bore/Horizontal Direction Drilling – Method B (per Section 5.1.6 of NSCE-8)  
 Open Cut (per Section 5.1.2 of NSCE-8). *All installations directly under any track must be designed as a bored installation. Open cut installations will be considered on a case-by-case basis by Norfolk Southern's Division Superintendent at the time of installation.*  
 Other (Specify): \_\_\_\_\_



