



pennsylvania

DEPARTMENT OF TRANSPORTATION

www.dot.state.pa.us

October 28, 2011

Dona Ritchey, Distribution Specialist
Metropolitan Edison Company
P.O. Box 16001
2800 Pottsville Pike
Reading, PA 19612

Reference: Agreement No.: 089846
MPMS: 73873
County: York
SR-Sec: 0181-010
Federal Project No.: Pending

Dear Ms. Ritchey:

Enclosed is one (1) copy of an executed Lump Sum Estimate agreement, numbered 089846, dated October 20, 2011, for reimbursement of costs in connection with the subject highway construction project.

Written authorization to proceed with the physical relocation of your facilities will be forwarded through our District Office.

When submitting invoices, Utility Companies that are using the Utility Relocation Document Management System (UR-EDMS) can submit invoices electronically through UR-EDMS. Utility Companies that are not using UR-EDMS will need to send their invoices to the address listed below:

**PA Dept. of Transportation
78DIST08
PO BOX 69181
Harrisburg, PA 17106**

If you have any questions, please contact Chris Magness, Utility Relocation Administrator, at 717-787-5305.

Sincerely,

Larry W. Ditty, Jr.
Chief
Utility Relocation Administrator

Enclosure

4350/LWD/cm

BCC: Dale Scott, Contracts Division, 9th Floor, Forum Place (w/enclosure)
Willis Hackenberg, Treasury Department, Room G-11, Finance Bldg.
(w/enclosure)

THIS AGREEMENT, numbered 089846 in COMMONWEALTH files, made and entered into this 20th day of October, 2011, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation, hereinafter called the COMMONWEALTH,

a
n
d

METROPOLITAN EDISON COMPANY with its principal place of business located at, 2800 Pottsville Pike, P.O. Box 16001, Reading, Pennsylvania, hereinafter called UTILITY.

W I T N E S S E T H

WHEREAS, the Secretary of Transportation, in pursuance of authority vested in the Secretary by law, is about to undertake a highway construction project on State Route 0181, Section 010, in York 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, portions of which are presently located outside the existing public right of way; and,

WHEREAS, in conformance with the terms and conditions of Master Utility Relocation Agreement number 435010, dated September 19, 2002, between the Parties, UTILITY herein below estimates the cost of adjusting or relocating its facilities; and,

WHEREAS, UTILITY certifies that it has the right of occupancy in its existing location because it holds the fee, easement, or other real property interest and that UTILITY herewith furnishes evidence of such rights.

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 electrical facilities, together with fittings and appurtenances thereto between Station 203+10 and Station 204+10 on State Route 0181, Section 010, in the County of York, Township of Manchester, in the manner and at the location approved by the Department of Transportation at a reimbursable cost estimated as follows:

Labor	\$12,375.71	
Materials & Supplies	\$ 1,420.96	
Equipment	\$ - 0 -	
Transportation	\$ 1,394.00	
Total Reimbursable Relocation Cost		<u>\$15,190.67</u>

Detailed plans showing the adjustments or relocation of UTILITY's facilities, along with real property documentation are attached hereto as exhibit (A).

SECOND - The Parties agree that a lump sum of Fifteen Thousand, One Hundred, Ninety and 67/100 (\$15,190.67) dollars attributable to the relocation of those facilities of UTILITY located outside of the public right of way, shall be paid by the COMMONWEALTH to the UTILITY, which UTILITY agrees to accept as settlement for UTILITY's expenses to adjust, transfer and/or reconstruct its facilities in/or from private right of way.

THIRD - That the UTILITY will within 6 calendar days of the COMMONWEALTH's authorization to proceed with such work, complete the adjustments contemplated by this agreement in a manner satisfactory to the COMMONWEALTH, and upon certification in writing by the UTILITY of such completion and upon UTILITY furnishing an invoice in the agreed to lump sum amount, the COMMONWEALTH shall pay to the UTILITY the COMMONWEALTH's share, exclusive of any betterments and charges for interest on construction money, which amount is Fifteen Thousand, One Hundred, Ninety and 67/100 (\$15,190.67) dollars.

FOURTH - That, upon receipt of the payment stipulated in Paragraph Third and subject to all other terms of this agreement, the UTILITY for itself, its successors and assigns, shall and does hereby quitclaim, release and forever discharge the COMMONWEALTH, its agents, officers and employees, from any and all claims and damages incurred by virtue of the relocation of the aforesaid UTILITY facilities.

FIFTH - The 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:

SIXTH - The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and [the name of contracting party] shall comply with, the clause entitled Contract Provisions – Right to Know Law 8-K-1532, attached as Exhibit "B" and made a part of this Agreement. As used in this Agreement, the term "Contractor" refers to UTILITLY.

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

ATTEST

Metropolitan Edison Company

BY [Signature] 9/22/11
Title: Director-Operations Services Date:

BY [Signature] 9/22/11
Title: Manager-Engineering Services 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 [Signature] 10/7/11
Central Office Utility Administrator Date

APPROVED AS TO LEGALITY
AND FORM

PRELIMINARILY APPROVED

BY [Signature] 10/17/11
Chief Counsel Date

BY [Signature] 10/17/11
Assistant Counsel Date

DOC. NO. 4089846000
FUND NO. 2618511351
GL ACCOUNT 6413000
COST CENTER 7840840000
AMOUNT \$15,190.67

BY [Signature] 10-20-11
Comptroller Date

Pre-approved Form:
OGC No. 18-K-3090
Appv'd OAG 05/11/09
Utility Relocation

RPI 1

#672

006181 JUN 12 88

Received of Edison Light & Power Company, of York, Pennsylvania, the sum of \$50.00, in consideration of which I, the undersigned, for myself, my heirs and assigns do hereby grant unto the said Edison Light & Power Company, its successors and assigns, the right, privilege and authority to construct, reconstruct, operate and maintain its electric light and power lines and appliances, including poles, transformers, brace poles, cross arms, cables and wires, on, over, along and across my land and the highways adjacent thereto with the right in said Company, its successors and assigns to enter in and upon said land for the purposes herein set forth; said land being bounded on the North by a public road, on the East by State Highway route #250, on the South by lands of A. J. Kehr and on the West by lands of E. X. Emig, in the Township of Manchester, County of York, State of Pennsylvania, with the right to trim and keep trimmed trees so as to clear all cross arms, transformers and wires by at least four feet and the further right to permit others to use said lines and appliances. Not more than two poles shall be erected on my private property.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10th day of March, 1924.

Signed

C. J. Polanco
Land Owner

Witness

H. H. Long

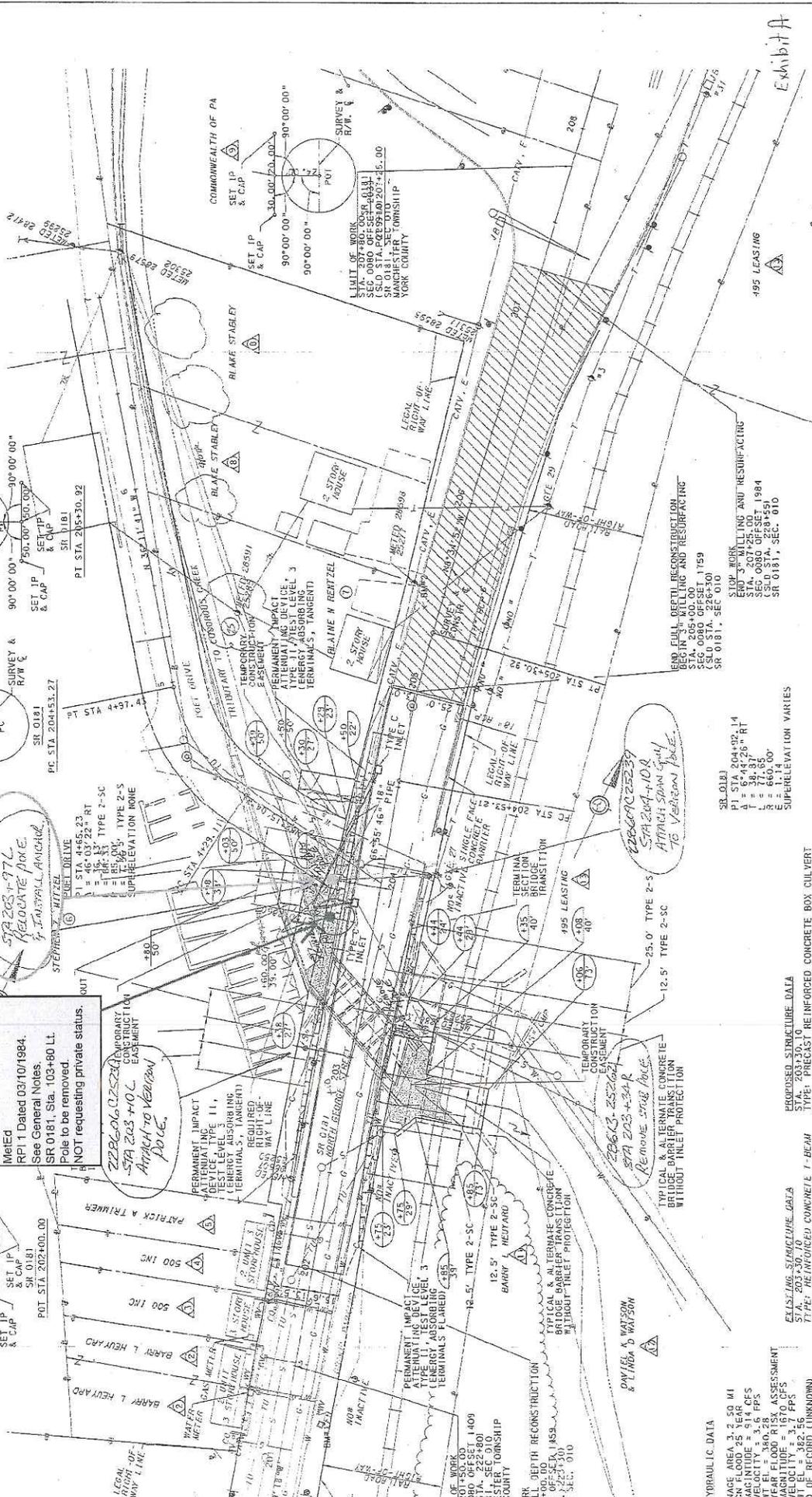
POLE 28603-25267

Exhibit A

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
8-0	YORK	0181	010	7 OF 5
MANCHESTER TOWNSHIP				
DATE	BY			

BY 78' CL. S. 387.85' SQUARE CUT IN CURB AT POLE 28598. 252.71 (METED).

SET IP & CAP SURVEY & R/W



28603-25267
MetEd
RPI 1 Dated 03/10/1984.
See General Notes.
SR 0181, Sta. 103+80 LL
POLE to be removed.
NOTE requesting private status.

228603-25267
Temporary Easement
STA 203 +0.0
Attach to Verrill
POLE.

228603-25267
STA 204+10.4
Attach Spans only
To Verrill Pole.

228603-25267
STA 204+10.4
Attach Spans only
To Verrill Pole.

PROPOSED STRUCTURE DATA
STA. 203+30.10
TYPE: PRECAST REINFORCED CONCRETE BOX CULVERT
CLEAR WIDTH: VARIES 30' - 2 1/2" TO 31' - 11 1/2"
AVG. UNDERCLEARANCE: 7.5'

EXISTING STRUCTURE DATA
STA. 203+30.10
TYPE: REINFORCED CONCRETE T-BEAM
CLEAR WIDTH: 33'
AVG. UNDERCLEARANCE: 5.0'

HYDRAULIC DATA
DRAINAGE AREA 3.7 SQ MI
DESIGN FLOOD 25 YEAR
MAGNITUDE = 914 CFS
VELOCITY 180.26 FPS
100 YEAR FLOOD RISK ASSESSMENT
MAGNITUDE = 1670 CFS
VELOCITY 382.56 FPS
FLOOD OF RECORD (UNKNOWN)
LOW FLOOD ELEVATIONS (ULTIMATE)
PROPOSED 572.83 (ULTIMATE)

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DESIGN FLOOD 25 YEAR
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Exhibit A

Culvert Replacement

1/1

25 FEET 0 25 FEET SCALE

Exhibit "A"

Culvert Replacement

1/1

25 FEET 0 25 FEET SCALE

Contract Provisions – Right to Know Law 8-K-1532

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.

b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:

1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

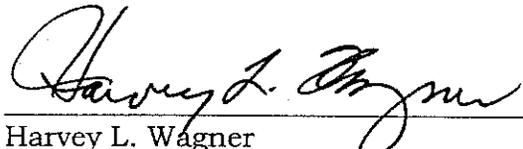
h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

EXHIBIT C

CERTIFICATE OF AUTHORITY

I, Harvey L. Wagner, Vice President and Controller, of FirstEnergy Corp. do hereby certify that the Manager, Regional Engineering and the Director, Operations Services possess the authority to prepare, sign and certify any and all documents associated with the Lump Sum Estimate Agreements pursuant to Metropolitan Edison Company's agreement with the Commonwealth of Pennsylvania under Contract No. 435010, FID No. 23-0870160.


Harvey L. Wagner
Vice President and Controller

Sworn to and subscribed before me, a Notary Public, this 28th day of May, 2002.


(Notary)

SEAL

