



pennsylvania
DEPARTMENT OF TRANSPORTATION
www.dot.state.pa.us

October 3, 2011

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

Reference: Agreement No.: 02U064
MPMS: 91479
County: Clearfield
SR-Sec: 0046-A04
Federal Project No.: N/A

Dear Ms. Ritchey:

Enclosed is one (1) copy of an executed Lump Sum Estimate agreement, numbered 02U0647, dated September 27, 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
78DIST02
PO BOX 69181
Harrisburg, PA 17106**

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

Sincerely,

A handwritten signature in blue ink that reads "Larry W. Ditty, Jr.".

Larry W. Ditty, Jr.
Chief
Utility Relocation Administrator

Enclosure

4350/LWD/cm

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

LSEA-1 (10-00)
Contract No.
FID No. 25-0718085
SAP Vendor ID 142390-001

THIS AGREEMENT, numbered 020064 in COMMONWEALTH files, made and entered into this 27th day of September, 2011, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation, hereinafter called the COMMONWEALTH,

a
n
d

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

WITNESSETH

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 0729, Section R00, in Clearfield 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 435011, 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 0130+1779 and Station 0130+2037, on State Route 0729, Section R00, in the County of Clearfield, Borough of Glen Hope, in the manner and at the location approved by the Department of Transportation at a reimbursable cost estimated as follows:

Labor	\$6,659.70	
Materials & Supplies	\$ 281.09	
Equipment	\$ - 0-	
Transportation	\$ 810.00	
Total Reimbursable Relocation Cost		\$7,750.79

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 Seven Thousand, Seven Hundred, Fifty and 79/100 (\$7,750.79) 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 25 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 Seven Thousand, Seven Hundred, Fifty and 79/100 (\$7,750.79) 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 - 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/cvemu/paper/Forms/ACH-EFTenrollmentform.pdf

SIXTH - The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and UTILITY 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 UTILITY.

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

ATTEST

Pennsylvania Electric Company

BY Scott Rhy 8/17/11
Title: Director-Operations Services Date:

BY [Signature] 8/17/11
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 Larry W. Day, Jr. 9/7/11
Central Office Utility Administrator Date

APPROVED AS TO LEGALITY
AND FORM

PRELIMINARILY APPROVED

BY Michael Steine
Chief Counsel Date 9/19/11

BY [Signature] 9/19/11
Assistant Counsel Date

DOC. NO. 4024064000
FUND NO. 2618511351
GL ACCOUNT 6413010
COST CENTER 7840220000
AMOUNT \$ 1,150.79

BY Mary Farnell 9/27/11
For Comptroller Date

COMMONWEALTH OF PENNSYLVANIA, }
COUNTY OF Clearfield } ss.

On this the 18th day of July 1949, before me,
the undersigned officer, personally appeared Firmest J. Caldwell and Ethel R. Caldwell, his wife.

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument,
and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I have hereunto set my hand and Notarial seal.

Arthur A. Moberg
Notary Public

My commission expires
Arthur A. Moberg
Notary Public for Centre Co., Pa.
My Commission Expires January 7, 1951



Entered of Record Aug. 31 1949, 10:05 AM. Weir W. Mullen, Recorder

RIGHT-OF-WAY

OK 74/469

Firmest J. Caldwell and Ethel R. Caldwell,
his wife

PENNSYLVANIA ELECTRIC COMPANY

Dated August 18, 1949

Account No. 3332-5

Title of Job Lane Relocation for Highway
Improvement - Glen Hope

R/W paid for by R/W ck. 1-306 \$14.00
R/W ck. 1-308 \$14.00

Recording fees paid by R/W ck. 1-327 \$2.00
Approved E.C.H.

RECORDED in the Office for the Recording of
Deeds, etc., in and for Clearfield
County, Pennsylvania, in *Muller*

Book No. 74 at page 469

WITNESS my hand and seal of Office this
31 day of Aug. 1949

Weir W. Mullen
Recorder

THANK YOU
BY V. S. RUSSELL
FEE \$5.00
WEIR W. MULLEN

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF

On the _____ day of _____,
19____, before me, the subscriber, a
Notary Public in and for said Common-
wealth, personally appeared _____

Secretary of the said

who being duly sworn according to law,
says that he was personally present at
the execution of the above Indenture
and saw the common or corporate seal
of the said Corporation duly affixed
thereto; that the seal so affixed thereo
is the common or corporate seal of the
said Corporation; that the above Idem-
ture was duly sealed and delivered by

President of the said Cor-
poration, as and for the act and deed of
the said Corporation, for the uses and
purposes therein mentioned and that the
names of this deponent as _____
Secretary and of _____

as _____ President of the said
Corporation, subscribed to the above
Indenture in attestation of its due execu-
tion and delivery; _____
of their respective hands and sealings.

Secretary

Sworn and subscribed before me the
day and year aforesaid.

My commission expires _____
(Notary Public)

PA8H28410110041 FIRMEST J. CALDWELL 490718



INDENTURE, made this 19th day of July, 1949, by and between

Firminest J. Caldwell, Ethel R. Caldwell his wife

of the Borough of Glen Hope, County of Allegheny and Commonwealth of Pennsylvania, (hereinafter called Grantors) and the PENNSYLVANIA ELECTRIC COMPANY, a Pennsylvania corporation (hereinafter called Grantee).

WITNESSETH, That in consideration of the sum of One Dollar (\$1.00) received from Grantee and the additional consideration herein-after set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, the right to construct, maintain and operate an electric line consisting of poles, conductors, overhead and underground lightning protective wires, private communication wires, guys, push braces and accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over,

across and under the lands of Grantors situated in the Borough of Glen Hope, County of Allegheny, Commonwealth of Pennsylvania, bounded as follows:

- Northerly by State Highway route 553
- Southerly by land of Williams Estate
- Easterly by land of George F. Finkbeiner
- Westerly by State Highway route 554

Said poles, wires, apparatus and equipment to be placed on the right of way of the new Central rail road company, after increasing back and forth along the same property and thence across State Highway route 557

For the consideration above set forth, Grantors further grant and convey to the Grantee, its successors and assigns, the following rights and privileges in connection with the aforesaid electric line:

1. The right to lease and/or convey in part, or all, the rights granted herein and the facilities constructed pursuant thereto to other utilities and particularly to telephone companies for the purpose of furnishing telephone service.
2. The right, from time to time, to install on said line such additional apparatus and equipment as Grantee may deem necessary or convenient.
3. The right to remove all or any part of said line.
4. The right to trim, cut or remove trees, underbrush and other obstructions that are within 10 feet of any wire strung on said line; provided, however, any damage (other than for said trimming, cutting or removing) to the property of Grantors caused by said Grantee in maintaining said line shall be borne by the said Grantee.
5. The right to enter upon Grantors' land for the purposes herein set forth.

Reserving, however, to Grantors the right to cultivate the ground between the poles or other supporting structures of said line; provided that such use shall not interfere with or obstruct the rights herein granted.

It is understood between the parties hereto that not more than one line of poles shall be erected and maintained pursuant to this grant.

Grantee shall pay, and Grantors shall accept, the additional sum of Five Ten Dollars (\$14.00)

with five days from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this Indenture the day and year first above written.

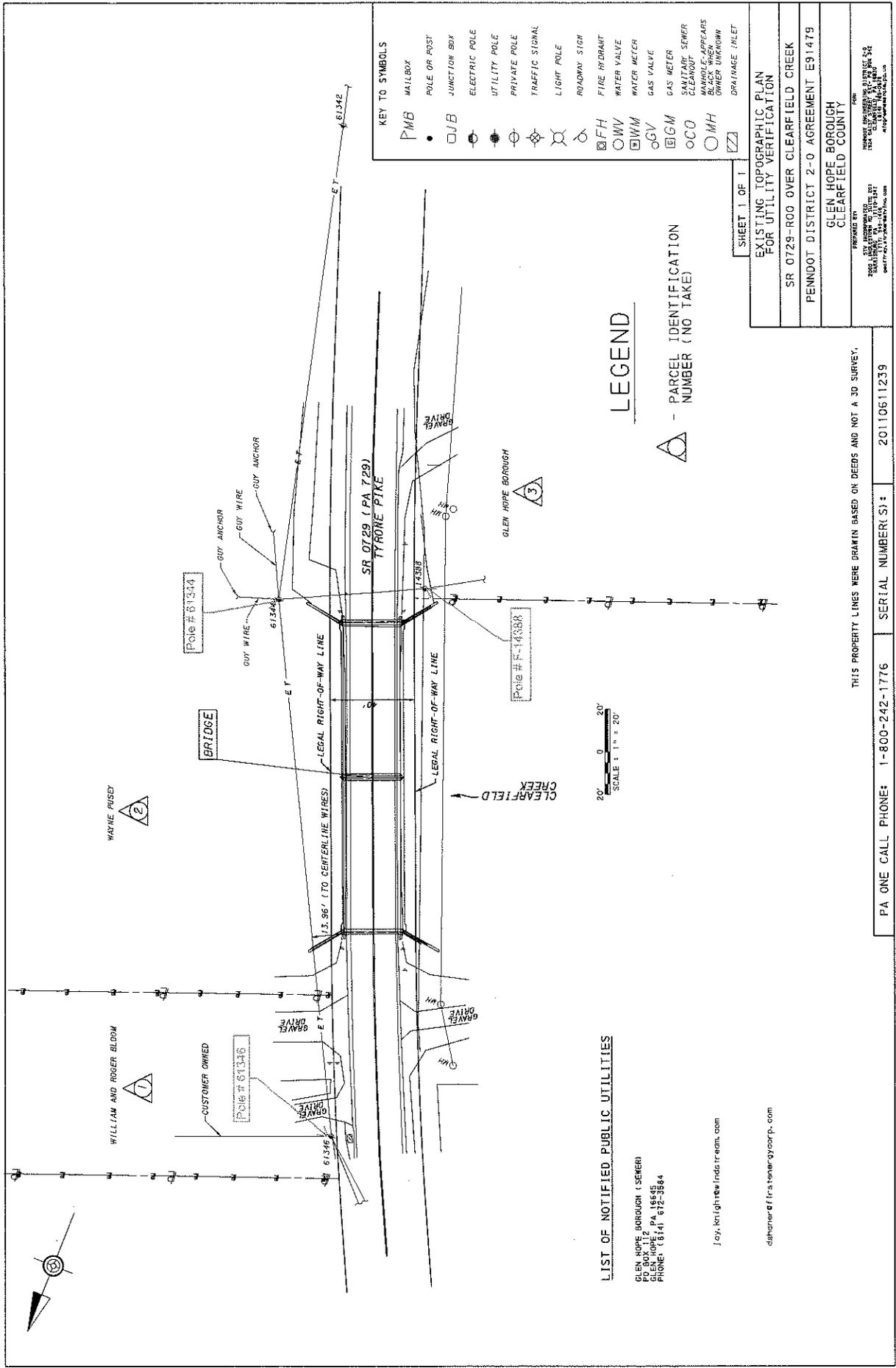
WITNESS: Arthur G. Moberg

FIRMINEST J. CALDWELL (SEAL)
Ethel R. Caldwell (SEAL)
Address: Glen Hope, Penna.

Received this 23 day of August, 1949, of the above named Grantee the additional consideration above mentioned in full.

WITNESS: Arthur G. Moberg

Firminest J. Caldwell (SEAL)
Ethel R. Caldwell (SEAL)



KEY TO SYMBOLS

◻	MAILBOX
•	POLE OR POST
◻	JUNCTION BOX
⊕	ELECTRIC POLE
⊕	UTILITY POLE
⊕	PRIVATE POLE
⊕	TRAFFIC SIGNAL
⊕	LIGHT POLE
⊕	ROADWAY SIGN
⊕	FIRE W/DRAWN
⊕	WATER VALVE
⊕	WATER METER
⊕	GAS VALVE
⊕	GAS METER
⊕	SEWER CLEANOUT
⊕	MANHOLE-APPEARS BLACK WHEN OWNER UNKNOWN
⊕	DRAINAGE INLET

LEGEND

△ - PARCEL IDENTIFICATION NUMBER (NO TAKE)

LIST OF NOTIFIED PUBLIC UTILITIES

GLEN HOPE BOROUGH (SEWER)
 GLEN HOPE, PA. 15645
 PHONE: (814) 672-3564

joy.knight@indot.pa.gov

clinton@tristonegroup.com

SHEET 1 OF 1

EXISTING TOPOGRAPHIC PLAN FOR UTILITY VERIFICATION

SR 0729-000 OVER CLEARFIELD CREEK

PENNDOT DISTRICT 2-0 AGREEMENT E91479

GLEN HOPE BOROUGH
 CLEARFIELD COUNTY

FOR:
 PENNDOT DISTRICT 2-0
 200 N. 3RD STREET, SUITE 200
 CLEARFIELD, PA. 16830-1247
 (814) 765-1247
 clearfield@pa.gov

THIS PROPERTY LINES WERE DRAWN BASED ON DEEDS AND NOT A 3D SURVEY.

PA ONE CALL PHONE: 1-800-242-1776 SERIAL NUMBER(S): 20110611239

Exhibit "A"

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.