



Susan Simms Marsh
Deputy General Counsel
Pennsylvania-American Water Company
852 Wesley Drive, Mechanicsburg, PA 17055
P: 717.550-1570
Susan.marsh@amwater.com

November 23, 2020

VIA ELECTRONIC FILING

Ms. Rosemary Chiavetta, Secretary
Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

Re: In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa C.S. § 1102(a), for approval of (1) the transfer, by sale, of substantially all of Valley Township's assets, properties and rights related to its water treatment and distribution system to Pennsylvania-American Water Company, and (2) the rights of Pennsylvania-American Water Company to begin to offer or furnish water service to the public in Valley Township, a portion of West Caln and East Fallowfield Townships, Chester County, Pennsylvania

Docket No. A-2020-3019859 – Deficiencies of November 19, 2020

Dear Secretary Chiavetta:

Enclosed for filing with the Commission are the Responses of Pennsylvania-American Water Company to the 66 Pa. C.S. Section 1329 Application Completeness Review of Pennsylvania-American Water Company – Water Division Acquisition of Valley Township Water Treatment and Distribution System at Docket No. A-2020-3019859 Missing Application, dated November 19, 2020.



Copies are being served upon the advocates in accordance with the attached Certificate of Service and in accordance with the Commission's *Final Supplemental Implementation Order* entered February 28, 2019 at Docket No. M-2016-2543193.

Sincerely,

A handwritten signature in blue ink that reads "Susan Simms Marsh". The signature is written in a cursive, flowing style.

Susan Simms Marsh

cc: Sean Donnelly (*via electronic mail*)
All Parties on the Attached Certificate of Service (*via electronic mail*)

**66 Pa. C.S. Section 1329 Application Completeness Review
Pennsylvania-American Water Company Acquisition of Valley Township Water System
Assets at Docket No. A-2020-3019859**

Missing Application Information

1. Checklist Item No. 22.e – Number 12 of the October 27 Draft Deficiency List requested evidence the filing is consistent with the affected municipal and county comprehensive plans. PAWC’s response indicated that the municipal letters for West Caln and Chester County have not been received to date and that after the municipal letters were sent out it was determined that Valley Township does not have water service territory in East Fallowfield Township. Please amend the Application’s Amended Appendix A-22-e to provide evidence the filing is consistent with the affected municipal and county comprehensive plans. If the affected municipalities and county are unresponsive to PAWC’s verification request letters, evidence of checklist item compliance may include a statement from PAWC indicating the application is consistent with the respective municipal and county comprehensive plans.

Response: Please see Second Amended Response to **Appendix A-22-e**.

**66 Pa. C.S. Section 1329 Application Completeness Review
Pennsylvania-American Water Company Acquisition of Valley Township Water System
Assets at Docket No. A-2020-3019859**

2. Number 18 of the October 27 Draft Deficiency List noted that Appendix A-24-a, Schedule 4.13 – Assigned Contracts identified six agreements to be assigned to PAWC and requested that PAWC amend Appendix A-25-a to provide copies of all municipal and affiliate contracts to be assumed by PAWC as part of the acquisition and a list and annual dollar value of other contracts. PAWC’s response referenced the Application’s Amended Appendix A-25 and indicated that six municipal and affiliate contracts to be assumed by PAWC as part of the acquisition were attached at Amended Appendix A-25-a. However, Amended Appendix A-25-a did not include copies of these six municipal and affiliate contracts to be assumed by PAWC. Please provide copies of all municipal and affiliate contracts to be assumed by PAWC as part of the acquisition and a list and annual dollar value of other contracts.

Response: Please see Second Amended Response to **Appendix A-25**.

**Application of Pennsylvania-American Water Company for Acquisition of
the Water Assets of Valley Township
66 Pa. C.S. § 1329
Application Filing Checklist – Water/Wastewater
Docket No. A-2020-3019859**

22. Other requirements. Demonstrate compliance with the following:
- e. Provide evidence the filing is consistent with the affected municipality and county comprehensive plans if the filing proposes to expand service beyond the existing plant footprint.

SECOND AMENDED RESPONSE:

- e. See enclosed **Second Amended Appendix A-22-e** for requests for evidencing that PAWC's filing is consistent with the municipal and county comprehensive plans and zoning for Valley, East Fallowfield Township, and Chester County Planning Commission. In regards to West Caln Township, PAWC sent the initial letter to the township via first-class mail on September 4, 2020. Scott Fogelsanger of PAWC has followed up with Kim Sauro, Assistant Township Manager of West Caln Township via e-mail on November 2, 2020 with a second request for this letter. Michael Guntrum of PAWC Engineering has reviewed the West Caln comprehensive plan and state that it is consistent with PAWC planning documents.



THE COUNTY OF CHESTER



COMMISSIONERS
 Marian D. Moskowitz
 Josh Maxwell
 Michelle Kichline

Brian N. O'Leary, AICP
 Executive Director

PLANNING COMMISSION
 Government Services Center, Suite 270
 601 Westtown Road
 P. O. Box 2747
 West Chester, PA 19380-0990
 (610) 344-6285 Fax (610) 344-6515

Act 67 & 68 Notice of Permit Application - Chester County Response Letter

Date: November 11, 2020

Date Received	November 2, 2020
Applicant Name	Pennsylvania American Water Company Attn: Scott Fogelsanger
Applicant Address	852 Wesley Drive Mechanicsburg, PA 17055 Scott.Fogelsanger@amwater.com
Project Name	Pennsylvania American Water Company Water System Acquisition Valley Township

Determination of Consistency with the Chester County Comprehensive Plan, *Landscapes3* (2018) for the above referenced project:

- The Chester County Planning Commission declines to review the project for consistency with *Landscapes3*.
- The Chester County Planning Commission has previously reviewed this project and the Act 247 letter dated _____ indicates that the project was:
 - Consistent with *Landscapes3*
 - Inconsistent with *Landscapes3*
- The Chester County Planning Commission finds the project to be:
 - Consistent with *Landscapes3*
 - Inconsistent with *Landscapes3*

Additional Comments:

The acquisition of the Valley Township water system, which is located in the county's designated growth area, is generally consistent with the goal of CONNECT, which supports the advancement of efficient, reliable, and innovative transportation, utility, and communications infrastructure systems that responsibly serve thriving and growing communities.

Reviewed by:

Name	Carrie Conwell, AICP
Title	Senior Environmental Planner
Signature	<i>Carrie J. Conwell</i>



Scott D. Fogelsanger
Senior Manager – Business Development
852 Wesley Drive
Mechanicburg, PA 17055
717-550-1509 Office
Scott.Fogelsanger@amwater.com
www.amwater.com

September 4, 2020

Denny Bement, Chairman
Valley Township Planning Commission
1145 West Lincoln Highway
P.O. Box 467
Coatesville, PA 19320

Re: Pennsylvania -American Water Company application to acquire the Valley Township Water System, Chester County, Pennsylvania.

Dear Chairman Bement,

Pennsylvania American Water Company (Pennsylvania American Water) will soon be submitting an application under Section 1329 of the Pennsylvania Public Utility Commission (PUC) Code, 66 Pa. C. S. §1329 for the acquisition of Valley Township's water system.

Prior to filing the application, and pursuant to our application filing requirements, we are to request evidence that the filing is consistent with your counties' comprehensive plan, specifically our certificated service territory aligns with your Comprehensive Plan and Zoning. I have attached a map identifying the certificated service territory (bold line) for the existing wastewater area for your reference.

Specifically, the PUC requests the Township provide a response (yes/no) to the following questions:

1. Are there adopted municipal comprehensive plans for the townships/boroughs involved? YES
2. Is there an adopted county comprehensive plan? YES
3. Is there an adopted multi-municipal or multi-county comprehensive plan? NO
4. Is there an adopted county or municipal zoning ordinance or joint municipal zoning ordinance? YES
5. Is the proposed project consistent with these comprehensive plans and/or zoning ordinances? YES
6. If the answer is "yes" to any of the above questions, please sign below, or submit a letter, indicating that the application is consistent with the applicable comprehensive plans and zoning ordinances. If not, please provide an explanation.

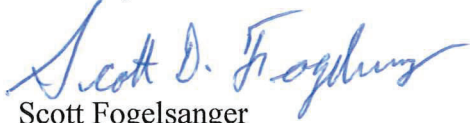
Second Amended Appendix A-22-e

Would you please review, complete, sign below and return to my attention?

Please feel free to contact me at 717-550-1509 or email at Scott.Fogelsanger@amwater.com if you have additional questions.

If possible, kindly return as soon as possible.

Sincerely,



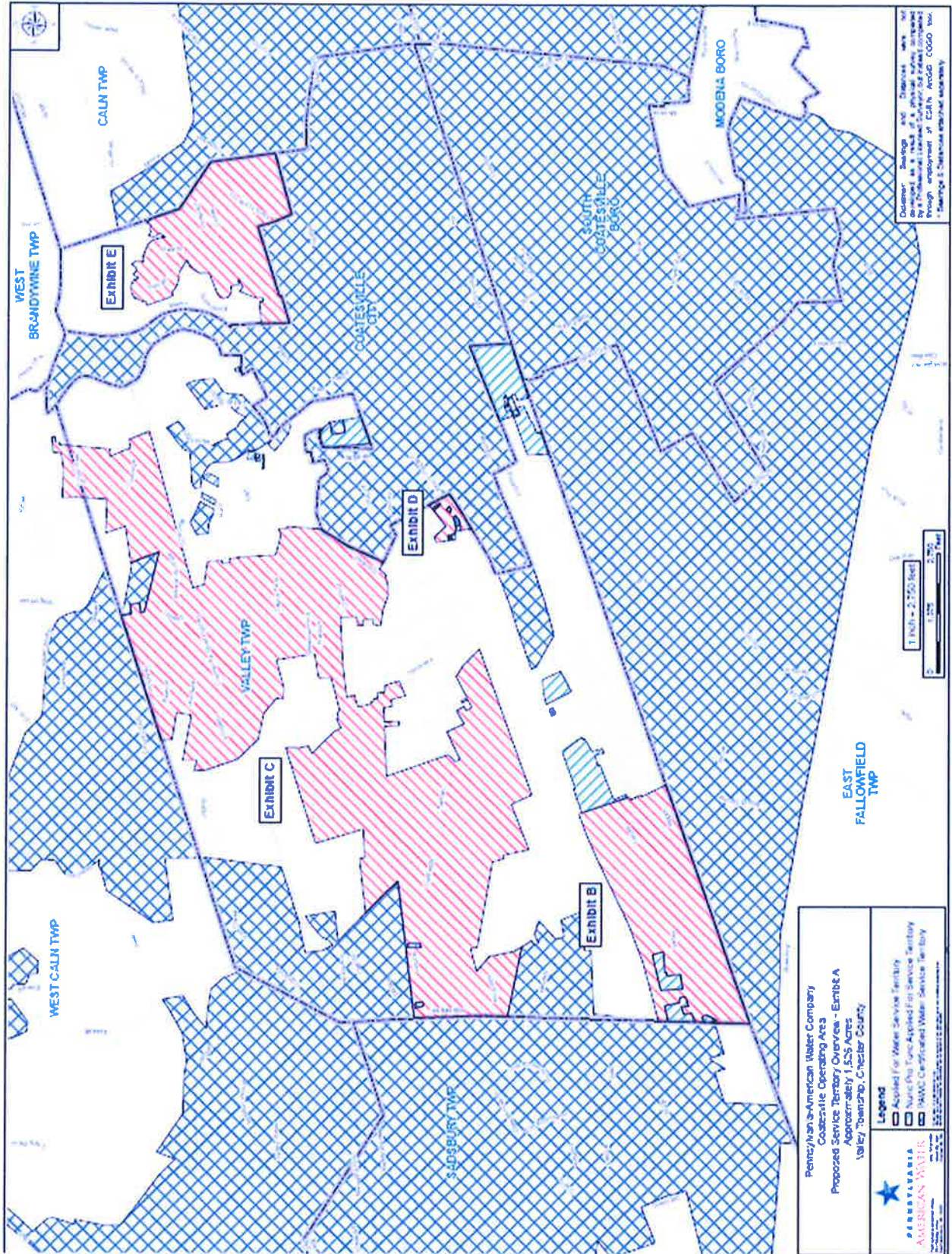
Scott Fogelsanger
Senior Manager, Business Development

Pennsylvania American Water's application is consistent with the applicable comprehensive plans and zoning ordinances.

Valley Township Planning Commission Authorized Representative 

Printed Name/Title BRUCE A. MANNING / VICE CHAIRMAN Date 9/11/20

Please send/e-mail this form to: Scott Fogelsanger at Scott.Fogelsanger@amwater.com





PENNSYLVANIA
AMERICAN WATER

September 4, 2020

Dean L. Meyer, Chairman
West Caln Township Planning Commission
721 West Kings Highway
Wagontown, PA 19376

Scott D. Fogelsanger
Senior Manager – Business Development
852 Wesley Drive
Mechanicsburg, PA 17055
717-550-1509 Office
Scott.Fogelsanger@amwater.com
www.amwater.com

Re: Pennsylvania -American Water Company application to acquire the Valley Township Water System, Chester County, Pennsylvania.

Dear Chairman Meyer,

Pennsylvania American Water Company (Pennsylvania American Water) will soon be submitting an application under Section 1329 of the Pennsylvania Public Utility Commission (PUC) Code, 66 Pa. C. S. §1329 for the acquisition of Valley Township's water system.

Prior to filing the application, and pursuant to our application filing requirements, we are to request evidence that the filing is consistent with your counties' comprehensive plan, specifically our certificated service territory aligns with your Comprehensive Plan and Zoning. I have attached a map identifying the certificated service territory (bold line) for the existing wastewater area for your reference.

Specifically, the PUC requests the Township provide a response (yes/no) to the following questions:

1. Are there adopted municipal comprehensive plans for the townships/boroughs involved? ____
2. Is there an adopted county comprehensive plan? ____
3. Is there an adopted multi-municipal or multi-county comprehensive plan? ____
4. Is there an adopted county or municipal zoning ordinance or joint municipal zoning ordinance? ____
5. Is the proposed project consistent with these comprehensive plans and/or zoning ordinances? ____
6. If the answer is "yes" to any of the above questions, please sign below, or submit a letter, indicating that the application is consistent with the applicable comprehensive plans and zoning ordinances. If not, please provide an explanation.

Second Amended Appendix A-22-e

Would you please review, complete, sign below and return to my attention?

Please feel free to contact me at 717-550-1509 or email at Scott.Fogelsanger@amwater.com if you have additional questions.

If possible, kindly return as soon as possible.

Sincerely,



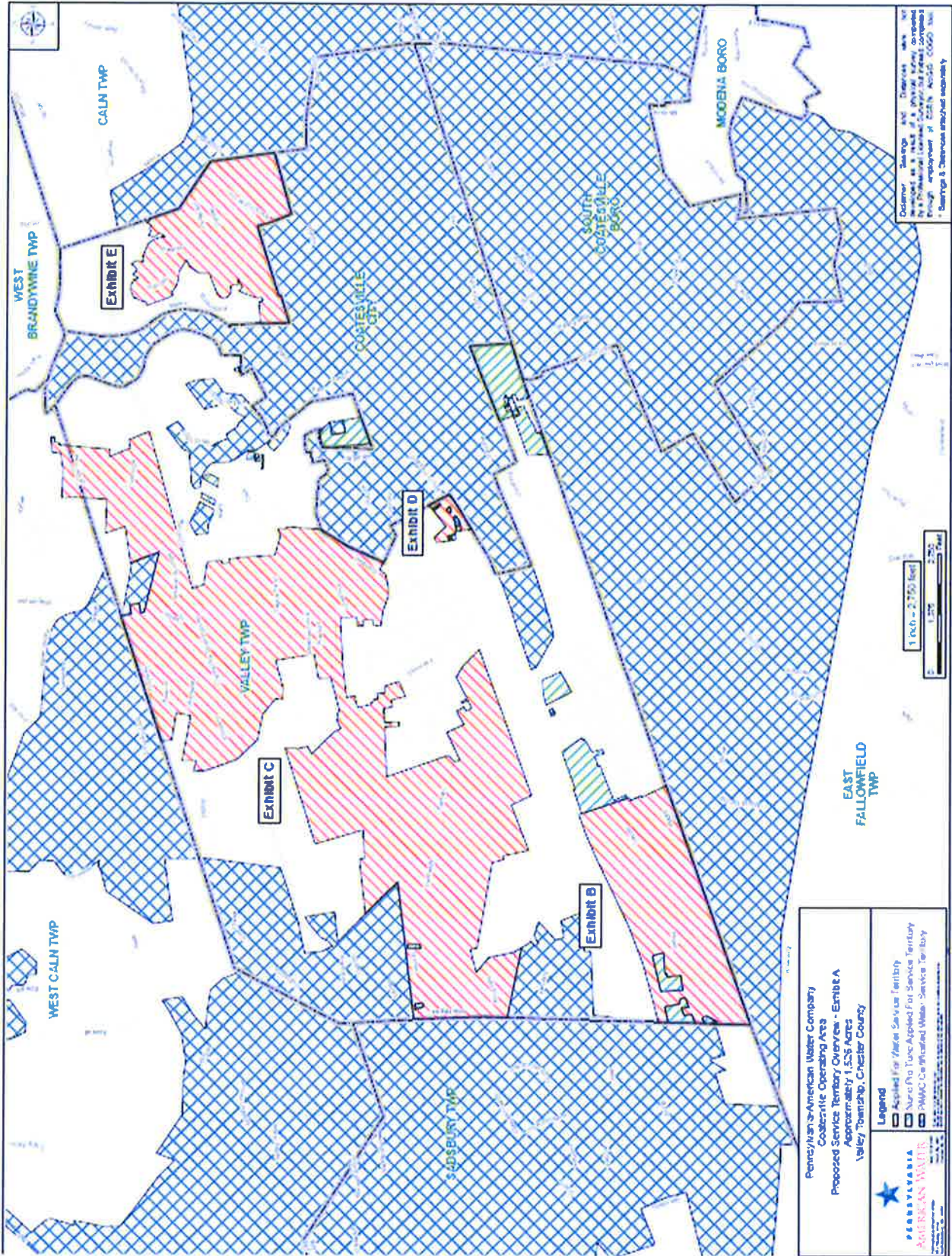
Scott Fogelsanger
Senior Manager, Business Development

Pennsylvania American Water's application is consistent with the applicable comprehensive plans and zoning ordinances.

West Caln Township Planning Commission Authorized Representative _____

Printed Name/Title _____ Date _____

Please send/e-mail this form to: Scott Fogelsanger at Scott.Fogelsanger@amwater.com



**Application of Pennsylvania-American Water Company for Acquisition of
the Water Assets of Valley Township
66 Pa. C.S. § 1329
Application Filing Checklist – Water/Wastewater
Docket No. A-2020-3019859**

25. Provide a copy of all municipal and affiliate contracts to be assumed by buyer as part of the acquisition and a list and annual dollar value of other contracts.

SECOND AMENDED RESPONSE:

See enclosed at **Second Amended Appendix A-25** the municipal, affiliate and other contracts to be assumed by PAWC as part of the acquisition. The other contracts to be assumed by PAWC are listed below with their dollar value.

Municipal and Affiliate Contracts¹

Name of Contract	Parties to Contract	Date of Contract	Subject
Water Service Agreement	City of Coatesville Authority and Valley Township	March 6, 1990	Establishes Interconnection
Addendum No. 1 to Water Service Agreement	City of Coatesville Authority and Valley Township	May 23, 1991	Changed Payment Dates
Sewer and Water Service Agreement between West Caln Township, Valley Township and Valley Township Authority	West Caln Township, Valley Township and Highlands Corporate Center	November 16, 1988	Water Service to Highlands Corporate Center
Amendment to Water Service Agreement	City of Coatesville Authority and Valley Township		Conveyance of Water
PAWC Agreement	Pennsylvania-American Water Company and Valley Township		Old Lincoln Highway Connection
PAWC Agreement	Pennsylvania-American Water Company and Valley Township		Hillview Bulk Connection

¹ Please note, Municipal and Affiliate contracts that are between City of Coatesville Authority (“CCA”), Pennsylvania-American Water Company (“PAWC”) and Valley Township will be deemed moot after the closing of this acquisition. This is due to PAWC acquiring CCA in 2001 and soon to be acquiring Valley Township.

**Application of Pennsylvania-American Water Company for Acquisition of
the Water Assets of Valley Township
66 Pa. C.S. § 1329
Application Filing Checklist – Water/Wastewater
Docket No. A-2020-3019859**

List of Other Contracts & Annual Dollar Value							
Name of Contract		Parties to Contract		Date of Contract		Subject	Annual Dollar Value
Tower Lease with Option		T-Mobile Northeast, LLC and Valley Township		September 28, 2009		Cell Tower Lease	\$0
First Amendment to Tower Lease with Option		T-Mobile Northeast, LLC and Valley Township		April 17, 2018		Cell Tower Lease	\$26,472

Second Amended Appendix A-25

DocuSign Envelope ID: BC3E79A4-E93C-404C-BE81-B06C29A1A75C

FIRST AMENDMENT TO TOWER LEASE WITH OPTION

This First Amendment to Tower Lease with Option (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between Valley Township, a Pennsylvania municipality ("**Landlord**") and T-Mobile Northeast LLC, a Delaware limited liability company ("**Tenant**") (collectively, the "**Parties**").

Landlord and Tenant entered into that certain Tower Lease with Option dated September 28, 2009, (the "**Lease**") regarding the premises located at 804 Meadowbrook Drive, Coatesville, PA 19320 (the "**Premises**"), and

Landlord and Tenant desire to amend the Lease on the terms and conditions set forth herein.

NOW, for good and valuable consideration, Landlord and Tenant agree as follows:

1. **Rent.**

a. Starting on the New Commencement Date, Tenant shall pay Landlord Two Thousand Two Hundred Six and No/100 Dollars (\$2,206.00) per month ("**Rent**") in advance, by the fifth (5th) day of each month. Where duplicate Rent would occur, a credit shall be taken by Tenant for any prepayment of Rent by Tenant.

b. Rent shall be increased on the first day of each Renewal Term, by an amount equal to three percent (3%) over the Rent for the immediately preceding New Initial Term or Renewal Term. This Rent adjustment shall supersede and replace any prior Rent adjustments.

2. **Renewal Terms.**

a. The Parties hereby wish to supersede and replace the term and any renewal terms of the Lease. Now, the new initial term of the Lease shall be five (5) years commencing on September 1, 2018 (the "**New Commencement Date**"), and ending on the day immediately preceding the fifth (5th) anniversary of the New Commencement Date (the "**New Initial Term**"). The New Initial Term, together with any Renewal Terms are referred to collectively as the "**Term**."

b. The New Initial Term shall automatically renew for five (5) successive renewal terms of five (5) years each (each a "**Renewal Term**"), unless Tenant notifies Landlord in writing of Tenant's intention not to extend the Lease at least thirty (30) days prior to the expiration of the New Initial Term or any Renewal Term.

3. **Modification of Tenant's Obligation to Pay – Rent Guarantee.** Commencing on the New Commencement Date, Tenant's obligation to pay Rent is guaranteed for the period of ten (10) years ("**Rent Guarantee Period**"). Tenant's obligation to pay Rent during the Rent

Second Amended Appendix A-25

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Guarantee Period shall not be subject to offset or cancellation by Tenant unless any of the following exceptions apply: a) local, state or federal laws materially adversely affect Tenant's ability to operate; (b) the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty and the Premises cannot be restored within a six-month time period; c) the Property is foreclosed upon and Tenant is unable to maintain its' tenancy; d) Landlord requires Tenant to relocate its Antenna Facilities which adversely affect Tenant's ability to operate the Antenna Facilities or e) Landlord breaches the Lease and the default issue is not cured within the appropriate cure period. This Rent Guarantee shall not apply to any increases in the Rent after the execution of this Amendment.

4. **Notice.** All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/1CH8200B

If to Landlord:
Valley Township
890 West Lincoln Highway
PO Box 467
Coatesville, PA 19320

5. **Miscellaneous.**

a. To the extent any provision contained in this Amendment conflicts with the terms of the Lease, the terms and provisions of this Amendment shall control. Unless otherwise defined herein, capitalized terms used in this Amendment have the same meanings they are given in the Lease.

b. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.

c. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this Amendment will legally bind the Parties to the same extent as originals.

d. Each of the Parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment. Landlord represents and warrants to Tenant that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this Amendment.

Second Amended Appendix A-25

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e. This Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this Amendment as of the Effective Date.

Landlord:

Valley Township, a Pennsylvania municipality

By: Patrice I. Proctor
Print Name: PATRICE PROCTOR
Title: CHAIRWOMAN
Date: 4/17/18

Tenant:

T-Mobile Northeast LLC, a Delaware limited liability company

By: _____
Print Name: _____
Title: _____
Date: _____

Kelly Dunham 4/13/18
T-Mobile Contract Attorney
as to form



T-Mobile Northeast LLC

Michael Lyons
Property Management - Northeast Region
4 Sylvan Way
Parsippany, NJ 07054
973-292-8819 - Phone
973-292-8691 - Fax
Michael.Lyons8@T-Mobile.com E-Mail

February 2, 2010

VIA UPS OVERNIGHT MAIL

Valley Township
890 W. Lincoln Highway
Coatesville, PA 19320

RE: Tower Lease With Option (the "Lease"), between Valley Township ("Landlord") and T-Mobile Northeast LLC. ("Tenant").

T-Mobile Site ID: 1CH8200B

Site Address: 804 Meadowbrook Drive, Coatesville, PA 19320

Dear Sir or Madam:

By way of introduction, I am the Lease Specialist for the above referenced site. Please be advised that T-Mobile Northeast LLC, is herein providing actual notice that the above referenced Lease has commenced on January 28, 2010, upon exercise of option, as stipulated under Section 2.

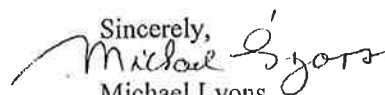
A check representing the rent will be sent under separate cover. Please note that all rent checks are issued under the name of T-Mobile.

T-Mobile's preferred method of payment is electronically using Xign, an electronic funds transfer (EFT) service. To sign up please complete the enclosed brochure or you may contact T-Mobile's Xign Administration by email at xign@t-mobile.com. Please include your payee name, tax identification number, and your contact information (name, address and phone number). If you have questions, you may contact our Administration team toll free at 1 (888) 526-4612 and select option #3.

In order to provide the highest quality of service, as well as streamline the installation and maintenance process, it is necessary for T-Mobile employees and agents to have unimpeded access at all times to the Antenna Facilities and related utility service throughout the term of the Lease. Please notify all staff and/or property managers of the access requirements relative to this Site. All T-Mobile representatives carry photo identification.

To process any further request in a timely manner, please include the Site number on all correspondence or invoices. This number can be found on all T-Mobile correspondence.

Should you have any questions or comments, please feel free to contact me via email or at the number listed above.

Sincerely,

Michael Lyons
Property Management

TOWER LEASE WITH OPTION

THIS TOWER LEASE WITH OPTION (this "Lease") is by and between Valley Township ("Landlord") and T-Mobile Northeast LLC, a Delaware limited liability company ("Tenant").

1. Option to Lease.

(a) In consideration of the payment of five hundred and no/100 dollars (\$500.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease a portion of the real property described in the attached Exhibit A (the "Property"), together with the right to use the tower located thereon ("Tower"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional twelve (12) months upon written notice to Landlord and payment of the sum of five hundred and no/100 dollars (\$500.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the Initial Term and any Renewal Term (as those terms are defined below) of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") ("Governmental Approvals"), including all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits. Landlord expressly grants to Tenant a right of access to the Property to perform any surveys, soil tests, and other engineering procedures or environmental investigations ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease. During the Option Period and any extension thereof, and during the Initial Term or any Renewal Term of this Lease, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then Landlord hereby leases to Tenant that portion of the Tower and Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 804 Meadowbrook Drive, Coatesville, PA 19320, comprises approximately 200 square feet. Tenant's location on the Tower shall be at approximately 120 feet above ground level.

2. Term. The initial term of this Lease shall be five (5) years commencing on the date of exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Renewal. Tenant shall have the right to extend this Lease for four (4) additional and successive five-year terms and one (1) additional and successive four-year term (each a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

4. Rent.

(a) From and after the Commencement Date, Tenant shall pay Landlord or designee, as rent, two thousand and no/100 dollars (\$2,000.00) per month ("Rent"). The first payment of Rent shall be due within twenty (20) days following the Commencement Date and shall be prorated based on the days remaining in the month following the Commencement Date, and thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at the address specified in Section 12 below. If this Lease is terminated for any reason (other than a default by Tenant) at a time other than on the last day of a month, Rent shall be prorated as of the date of termination and all prepaid Rent shall be immediately refunded to Tenant. Landlord, its successors, assigns and/or designee, if any, will submit to Tenant any documents required by Tenant in connection with the payment of Rent, including, without limitation, an IRS Form W-9.

(b) During the Initial Term and any Renewal Terms, monthly Rent shall be adjusted, effective on the first day of each year of the Initial or Renewal Term, and on each such subsequent anniversary thereof, to an amount equal to one hundred four percent (104%) of the monthly Rent in effect immediately prior to the adjustment date.

5. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not

Second Amended Appendix A-25

Oct. 5. 2009 10:53AM

No. 3992 P. 3/30

cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal agency/department, including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

Landlord's engineer and/or its contractor Eastern Tank Coatings, Inc. (hereinafter referred to as "Contractor") shall have the right to inspect any installation, alteration, repair, replacement, enhancement or upgrade to the Antenna Facilities at any time during the term of this Lease to determine whether the work performed by Tenant in any way compromises the warranty relating to maintenance and repainting of the tank ("the Warranty") given the Landlord by its Contractor and attached hereto as Exhibit "D". In the event that the Contractor determines that Tenant's work has in any way compromised the Warranty, Tenant agrees to reimburse Landlord, the costs of such Contractor determination as well as the Contractor's costs for reinstating the warranty.

Notwithstanding the foregoing, the Landlord shall approve final construction drawings, which approval shall not be unreasonably withheld, conditioned, denied, or delayed. Landlord shall signify approval by signing off on the final construction drawings and shall signify disapproval by sending Tenant written notice of such disapproval. Any notice of such disapproval must state with specificity the reasons for Landlord's objections and what Tenant must do to make the drawings approvable by Landlord. Landlord further agrees to cooperate with Tenant so that Tenant can modify the final construction drawings for Landlord's reasonable approval as provided above. Landlord shall have ten (10) days from the date of receipt of final construction drawings or any modified final construction drawings to approve or disapprove of the same or the final construction drawings shall be deemed approved.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use, at the rate charged by the servicing utility. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant easements on, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including, but not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term, at no charge to Tenant.

(g) Landlord shall maintain and repair all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Tenant.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such thirty (30) day period;

(b) immediately upon written notice by Tenant if Tenant notifies Landlord of any unacceptable results of any Tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant does not obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

Site Number: ICH8200B
Site Name: Valley Twp WT
Market: Philadelphia

(c) upon thirty (30) days' written notice by Tenant if Tenant determines that the Property or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons;

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.

10. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease remains in effect. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10. In the event real property taxes are assessed against Landlord or Tenant for the Premises or the Property, Tenant shall have the right, but not the obligation, to terminate this Lease without further liability after thirty (30) days' written notice to Landlord, provided Tenant pays any real property taxes assessed as provided herein.

11. Insurance and Subrogation and Indemnification.

(a) Tenant and Landlord each will maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Each party may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance such party may maintain.

(b) Tenant and Landlord shall each maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respective owned real and/or personal property.

(c) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

(d) Subject to the property insurance waivers set forth in subsection 11(c), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subcontractors of the indemnifying party, or a breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

(e) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease.

(f) Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:
 T-Mobile USA, Inc.
 12920 SE 38th Street
 Bellevue, WA 98006
 Attn: PCS Lease Administrator

With a copy to:
 Attn: Legal Dept.

And with a copy to:
 T-Mobile Northeast LLC
 400 Street Road
 Bensalem, PA 19020
 Attn: Lease Administration Manager

If to Landlord, to:
 Valley Township
 890 W. Lincoln Highway
 Coatesville, PA 19320

Send Rent payments to:
 Valley Township
 890 W. Lincoln Highway
 Coatesville, PA 19320

13. Quiet Enjoyment, Title and Authority. As of the Effective Date and at all times during the Initial Term and any Renewal Terms of this Lease, Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute and perform this Lease; (ii) Landlord has good and unencumbered fee title to the Property free and clear of any liens or mortgages, except those heretofore disclosed in writing to Tenant and which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iv) Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing. Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) granted herein upon written notice to Landlord. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord.

Landlord shall have the right to assign or otherwise transfer this Lease and the Easements granted herein, upon written notice to Tenant except for the following; any assignment or transfer of this Lease which is separate and distinct from a transfer of Landlord's entire right, title and interest in the Property, shall require the prior written consent of Tenant which may be withheld in Tenant's sole discretion. Upon Tenant's receipt of (i) an executed deed or assignment and (ii) an IRS Form W-9 from assignee, and subject to Tenant's consent, if required, Landlord shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the assignee for performance under this Lease and all obligations hereunder.

Additionally, notwithstanding anything to the contrary above, Landlord or Tenant may, upon notice to the other, grant a security interest in this Lease (and as regards the Tenant, in the Antenna Facilities), and may collaterally assign this Lease (and as regards the Tenant, in the Antenna Facilities) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord or Tenant, as the case may be, shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any.

Second Amended Appendix A-25

Oct. 5. 2009 10:55AM

No. 3992 P. 6/30

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. Any amendments to this Lease must be in writing and executed by both parties.

(c) Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit C may be recorded in place of this Lease by Tenant.

(d) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant.

(e) Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(f) This Lease shall be construed in accordance with the laws of the state in which the Property is located, without regard to the conflicts of law principles of such state.

(g) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.

(i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(j) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibits A and B may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A and/or B, as the case may be, may be replaced by Tenant with such final, more complete exhibit(s).

(k) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

19. Tower Marking and Lighting Requirements. Tenant shall be responsible for compliance with all Tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC as a result of Tenant's Antenna Facilities. Tenant shall indemnify and hold Landlord harmless from any fines or other liabilities caused by Tenant's failure to comply with such requirements. Should Landlord be cited by either the FCC or FAA because the Tower and Antenna Facilities are not in compliance and, should Tenant fail to cure the conditions of noncompliance within the time frame allowed by the citing agency, Landlord may either terminate this Lease immediately on written notice to Tenant or proceed to cure the conditions of noncompliance at Landlord's expense of which amounts shall be payable immediately by Tenant.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

(Signatures appear on the following page)

Site Number: 1CH8200B
Site Name: Valley Twp WT
Market: Philadelphia

Second Amended Appendix A-25

Oct. 5. 2009 10:56AM

No. 3992 P. 7/30

LANDLORD: Valley Township

By:

Edward Hammond
EDWARD HAMMOND

Printed Name:

E.

Title:

VIC CHAIR BOARD of SUPERVISORS

Date:

9/24/09

TENANT: T-Mobile Northeast LLC

By:

Kevin Forshee

Printed Name:

Kevin Forshee

Title:

Area Director, Network Engineering and Operations

Date:

9/28/09

T-Mobile Legal Approval

Site Number: 1CH8200E
Site Name: Valley Twp WT
Market: Philadelphia

EXHIBIT A
Legal Description

The Property is legally described as follows:

ALL THAT CERTAIN piece of ground, Situate in the Township of Valley, County of Chester and State of Pennsylvania, bounded and described according to a Plan of Valley View, made by Drake & Waddington, Inc., Surveyors, Engineers, Planner, Kennett Square, PA, dated September 1, 1987, last revised March 16, 1988 and recorded April 14, 1988, in Plan File #8119, as follows, to wit:

BEGINNING at a point on the Southerly side of Franklin Avenue, said point also being a corner of Lot #1; thence extending from said beginning point and along Lot #1, South 07 degrees, 17 minutes, 17 seconds West, 150.00 feet to a point in line of land of Lewis Douglass; thence extending along same North 82 degrees, 42 minutes 43 seconds West, 73.92 feet to a point on the Easterly side of Meadowbrook Lane; thence extending along same North 05 degrees 55 minutes 34 seconds East, 124.44 feet to a point of curve; thence extending on the arc of a circle curving to the right having a radius of 25.00 feet the arc distance of 39.87 feet to a point on the Southerly side of Franklin Avenue; thence extending along same South 82 degrees 42 minutes 43 seconds East, 51.90 feet to the first mentioned point and place of beginning.

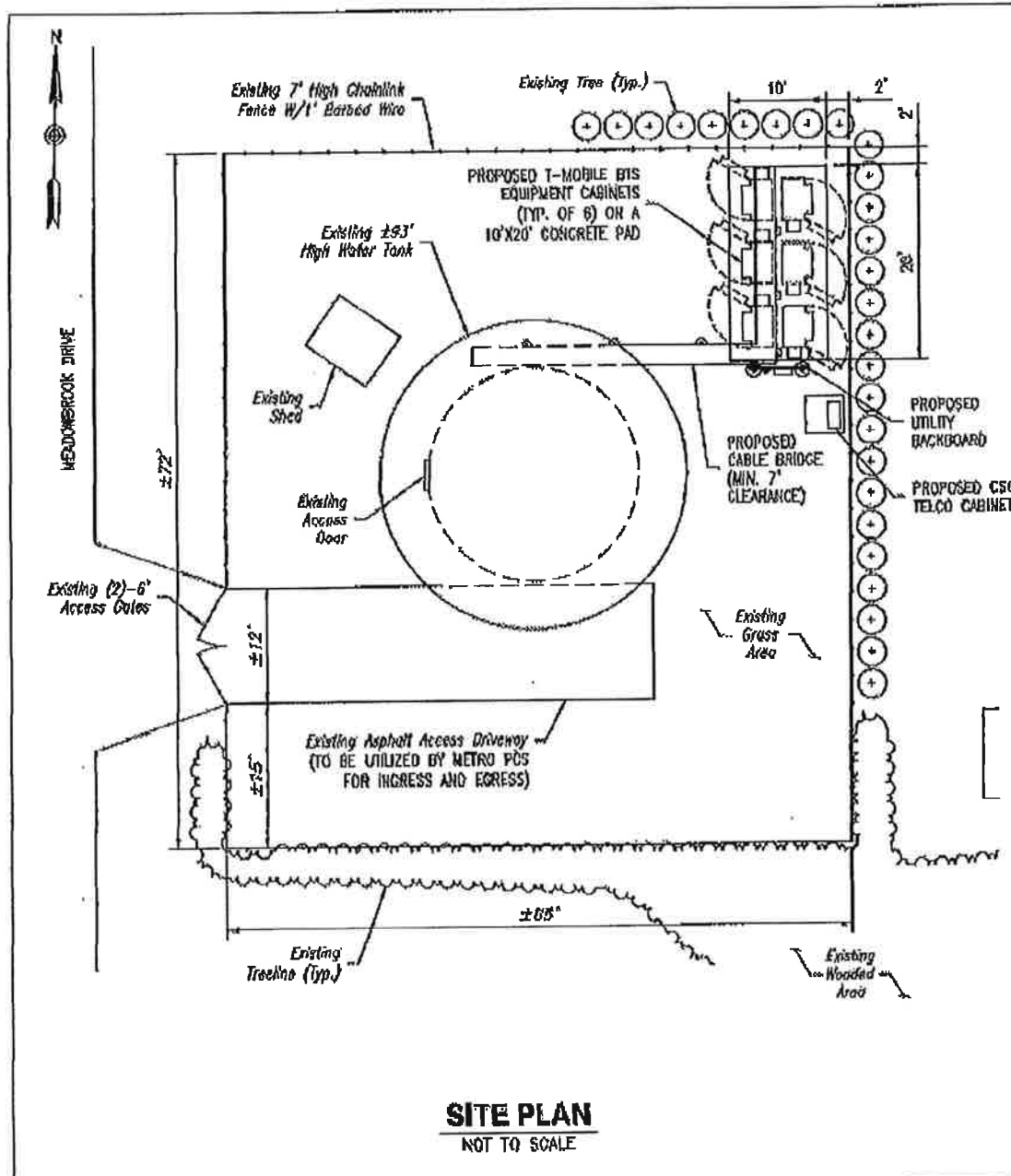
BEING Lot to be conveyed to Valley Township Authority as shown on said Plan.

BEING a part of the same premises which McGeeary Grinn, Inc., a Pennsylvania Corporation, by Deed dated June 26, 1987, and recorded in the Office for the Recording of Deeds, Chester County, Pennsylvania, in Record Book 813, Page 14, granted and conveyed unto John McGinn and Edward A. Savastio, in fee.

BEING Chester County Tax Parcel No. 36-2-129.1.

EXHIBIT B

The location of the Premises within the Property (together with access and utilities) is more particularly described and depicted as follows:



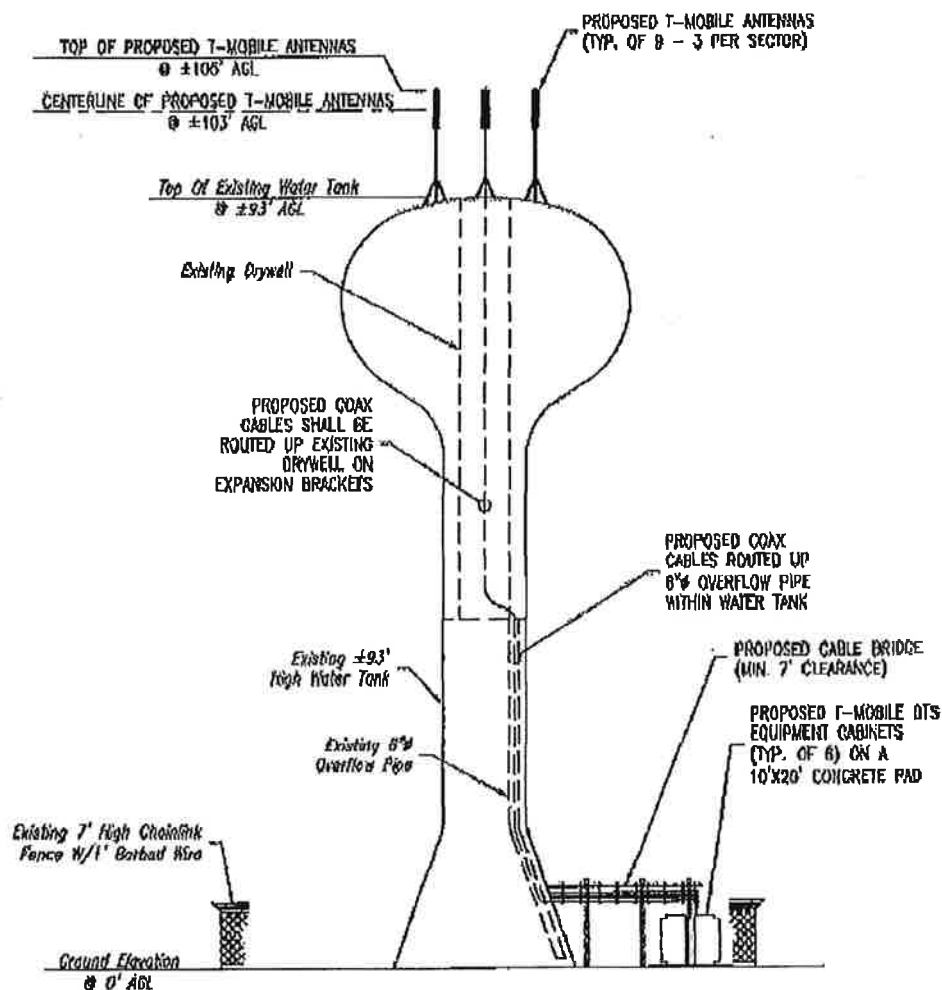
T-Mobile
NORTHEAST, LLC
a Delaware Limited Liability Company
400 STREET ROAD
BENBALEM, PA 19020
OFFICE: (215) 633-5200
FAX: (215) 633-5393

DRAWING TITLE
LEASE EXHIBIT
PROJECT
MEADOWBROOK
1CH8200B
804 MEADOWBROOK DRIVE
COATESVILLE, PA 19320
PROPERTY OWNER
VALLEY TOWNSHIP
890 W. LINCOLN HIGHWAY
COATESVILLE, PA 19320

Dewberry-Goodkind, Inc.
A Division of Cadmus
CORPORATE CENTER, SUITE 200
157 SPRING AND SUMMIT AVENUE

DATE: 10/13/09	SHEET NO. 1 OF 2
PROJECT NO. 10011183	
DATE: 10/13/09	
BY: [Signature]	
CHECKED BY: [Signature]	
APPROVED BY: [Signature]	

Site Number: 1CH8200B
Site Name: Valley Twp WT
Market: Philadelphia



ELEVATION VIEW
NOT TO SCALE

<p>T-Mobile NORTHEAST, LLC a Delaware Limited Liability Company</p> <p>400 STREET ROAD BENSALEM, PA 19026 OFFICE: (215) 633-4200 FAX: (215) 633-5383</p>	<p>DRAWING TITLE LEASE EXHIBIT</p>	<p>Dowberry-Goodkind, Inc. A Delaware Company 1000 MARKET STREET, SUITE 200 PHILADELPHIA, PA 19106 TEL: (215) 561-1111</p>
	<p>PROJECT MEADOWBROOK 1CH8200B</p> <p>804 MEADOWBROOK DRIVE COATESVILLE, PA 19320</p> <p>PROPERTY OWNERS VALLEY TOWNSHIP 890 W. LINCOLN HIGHWAY COATESVILLE, PA 19320</p>	<p>DATE PLOTTED: 08/24/09 DRAWN BY: GFC CHECKED BY: JET TWO: AS NOTED PROJECT NO: 00011143</p>

Site Number: ICH8200B
Site Name: Valley Twp WT
Market: Philadelphia

EXHIBIT C

**Memorandum
of
Lease**

Second Amended Appendix A-25

Oct. 5. 2009 10:56AM

No. 3992 P. 12/30

MEMORANDUM OF LEASE

Assessor's Parcel Number: 38-002-00129.0100

Between Valley Township ("Landlord") and T-Mobile Northeast LLC ("Tenant")

A Tower Lease with Option (the "Lease") by and between Valley Township ("Landlord") and T-Mobile Northeast LLC, a Delaware limited liability ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of twelve (12) months after the Effective Date of the Lease (as defined under the Lease), with up to one additional twelve (12) month renewal ("Optional Period").

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for four (4) additional and successive five-year terms and one (1) additional and successive four-year term.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: Valley Township

By:

Printed Name:

Title:

Date:



Edward Hammond

Vice Chairman

09-24-2009


Witness

TENANT: T-Mobile Northeast LLC

By:

Printed Name:

Title:

Date:



Kevin Forshee

Area Director, Network Engineering
and Operations

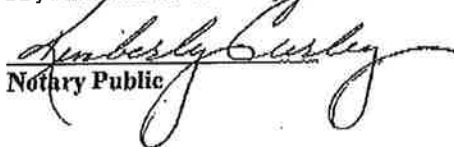
9/28/09

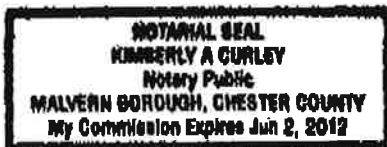
STATE OF PENNSYLVANIA:

COUNTY OF CHESTER ^{ss} :

On this 23 day of September, 2009, before me, the undersigned officer, personally appeared Alan J. Jarvis, Esquire, known to me to be a member of the bar of the highest court of Pennsylvania, Attorney's I.D. 16134, and certified that he was personally present when the foregoing Memorandum of Lease was signed on 09-24-2009 by Edward Hammond, Vice Chairman, Valley Township Board of Supervisors.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public



Second Amended Appendix A-25

Oct. 5. 2009 10:56AM

No. 3992 P. 14/30

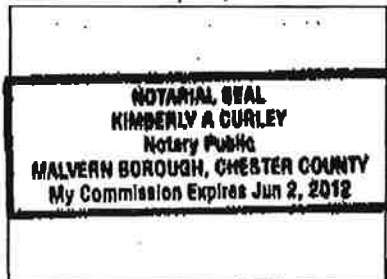
[Notary block for Landlord]

[Landlord Notary block for a Corporation, Partnership, or Limited Liability Company]

STATE OF Pennsylvania)
) ss.
COUNTY OF Chester)

This instrument was acknowledged before me on Sept 25 2009 by Alan Jarris, [title] Solicitor of Valley Township [type of entity], on behalf of said Valley Township [name of entity].

Dated: Sept 25 2009



(Use this space for notary stamp/seal)

Kimberly Curley
Notary Public
Print Name Kimberly Curley
My commission expires 6-2-2012

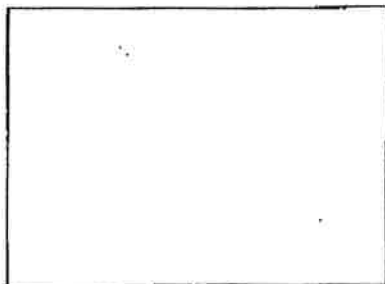
[Notary block for Tenant]

STATE OF Maryland)
) ss.
COUNTY OF Prince George)

Kevin Forshee

I certify that I know or have satisfactory evidence that Kerri Strike is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Director, Network Engineering and Operations of T-Mobile Northeast LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/28/09



(Use this space for notary stamp/seal)

Shaya Samuel
Notary Public
Print Name Shaya Samuel
My commission expires 6/6/2011
Notary Public
State of Maryland
My Commission Expires 6/6/2011

Memorandum of Lease Exhibit A
Legal Description

The Property is legally described as follows:

ALL THAT CERTAIN piece of ground, Situate in the Township of Valley, County of Chester and State of Pennsylvania, bounded and described according to a Plan of Valley View, made by Drake & Waddington, Inc., Surveyors, Engineers, Planner, Kennett Square, PA, dated September 1, 1987, last revised March 16, 1988 and recorded April 14, 1988, in Plan File #8119, as follows, to wit:

BEGINNING at a point on the Southerly side of Franklin Avenue, said point also being a corner of Lot #1; thence extending from said beginning point and along Lot #1, South 07 degrees, 17 minutes, 17 seconds West, 150.00 feet to a point in line of land of Lewis Douglass; thence extending along same North 82 degrees, 42 minutes 43 seconds West, 73.92 feet to a point on the Easterly side of Meadowbrook Lane; thence extending along same North 05 degrees 55 minutes 14 seconds East, 124.44 feet to a point of curve; thence extending on the arc of a circle curving to the right having a radius of 25.00 feet the arc distance of 39.87 feet to a point on the Southerly side of Franklin Avenue; thence extending along same South 82 degrees 42 minutes 43 seconds East, 51.90 feet to the first mentioned point and place of beginning.

BEING Lot to be conveyed to Valley Township Authority as shown on said Plan.

BEING a part of the same premises which McGreary Grain, Inc., a Pennsylvania Corporation, by Deed dated June 26, 1987, and recorded in the Office for the Recording of Deeds, Chester County, Pennsylvania, in Record Book 813, Page 14, granted and conveyed unto John McGinn and Edward A. Savastio, in fee.

BEING Chester County Tax Parcel No. 38-2-129.1.

ADVERTISEMENT
INSTRUCTION TO BIDDERS
FORM OF BID
GENERAL AND SPECIAL CONDITIONS
CONSTRUCTION SPECIFICATIONS
FORM OF AGREEMENT
FORM OF BONDS
LIST OF CONTRACT DRAWINGS
PHOTOS
LEAD TESTING

*VALLEY TOWNSHIP
CHESTER COUNTY, PA*

***WATER TOWER REHABILITATION
CONTRACT NO. WT-2008***

All documents prepared by Pennoni Associates are instruments of service in respect of the project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Pennoni Associates will be at Owner's sole risk and without liability or legal exposure to Pennoni Associates; and Owner shall indemnify, and hold harmless Pennoni Associates from all claims, damages, losses and expenses arising out of or resulting therefrom.

DECEMBER, 2008

PENNONI ASSOCIATES INC.
CONSULTING ENGINEERS
62 ROCKFORD ROAD, SUITE 201
WILMINGTON, DE 19806
(302) 655-4451

PROJECT NO. VLTW 3816

Exhibit "D"

Oct. 5. 2009 10:57AM

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 01340 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
 01700 PROJECT CLOSEOUT
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 FORM OF LABOR AND MATERIALMEN'S BOND
 FORM OF MAINTENANCE BOND

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On contracts in excess of \$50,000 the final payment due the Contractor from the Owner after substantial completion of the contract shall bear interest at a rate of 6% per annum after the date that such payment shall become due and payable to the Contractor.

10. CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final estimate nor final payment nor any provisions in the Contract shall relieve the Contractor of the responsibility for faulty materials or workmanship; and he shall remedy any defects due thereto and pay any damage resulting therefrom which shall appear within a period of two (2) years from the date for completion and acceptance by the Owner.

11. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract and relieve the Contractor or liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of two (2) years from the date for final inspection and acceptance of the work. The Owner will give notice of defective materials and work with reasonable promptness.

12. OFFICE SPACE (DELETED)

13. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and local Government.

14. WATER

All water for construction purposes will be provided and paid for by the Contractor. Supply connections shall be installed by the Contractor as approved by the Engineers. Under water main extension projects only, all water for testing and flushing will be paid for by the Owner.

15. ELECTRICITY

All electricity required for construction purposes will be provided and paid for by the Contractor. Temporary extensions shall be furnished by the Contractor as approved by the Engineers.

16. LINES, GRADES AND CONSTRUCTION SURVEYING (DELETED)

Maintenance Bond # 70658255M

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Eastern Tank Coatings, Inc. of Vincentown as Principal, and Western Surety Company a Corporation organized and existing under the laws of the State of South Dakota and duly authorized to do business in the state of Pennsylvania as Surety, are held and firmly bound unto the Valley Township, as Owner, in the penal sum of Forty Three Thousand Two Hundred Forty Five and 00/100 Dollars (\$43,245.00) for payment of which, well and truly to be made, we hereby, jointly and severally, bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal did on the 5th day of February 2009 entered into a contract with the Owner for Contract No. WT-2008 Water Tower Rehabilitation

which said Contract is made part of this bond the same as though set forth herein.

NOW, if the said Principal shall remedy without cost to the Owner any defects which may develop during the two year (2 year) guarantee period of the work performed under the said Contract, provided such defects, in the judgement of the Owner are caused by defective or inferior materials or workmanship, then this obligation shall be void, otherwise it shall be and remain in full force and effect. The two year (2 year) guarantee period shall commence on the date established in the Certificate of Substantial Completion.

The said Surety hereby stipulates and agrees that no modifications, deletions or additions in or to the terms of the said Contract or the plans or specifications therefore shall in any way affect its obligations on this bond.

Signed and Sealed this 2nd day of March 2009

Tiffany Kennedy
Witness

Diane M. DiMartino
Witness: Diane M. DiMartino

Eastern Tank Coatings, Inc. of Vincentown
Betty Vaughn
Principal

Western Surety Company
Gary B. Kohan
Surety: Gary B. Kohan, Attorney-in-Fact

SECTION 09901

PAINTING OF WATER STORAGE TANK

PART 1 - GENERAL

1.1 SCOPE

- A. Provide all labor, supervision, tools, equipment, and materials, and all related items and work for interior and exterior field surface preparation and field painting of the 150,000 gallon spherical water storage tank at Franklin Street & Meadowbrook Drive and all related appurtenances.
- B. The Township will isolate and drain the majority of the water from the tank. Any water, silt, dirt or debris remaining in the bottom of the tank must be removed and disposed of by the Contractor.

1.2 REFERENCE STANDARDS

- A. American Water Works Association (AWWA) Compliance:
 - 1. AWWA D102: AWWA Standard For Painting Steel Water Storage Tanks.
 - 2. AWWA C652: Disinfection of Water Storage Facilities.
- B. Steel Structures Painting Council (SSPC) Compliance:
 - 1. Steel Structures Painting Manual: Vol 1 and Vol 2.
- C. Occupational Safety and Health Act (OSHA) Compliance:
 - 1. Part Number 1926, Standard Number 1926.62: Lead
- D. National Sanitation Foundation (NSF).
- E. Environmental Protection Agency (EPA).

1.3 SUBMITTALS

- A. Before beginning work, the Contractor shall submit a complete list of all paint materials proposed for use, together with the manufacturer's specifications. All paint materials shall be subject to the approval of the Engineer. The Contractor shall also submit color samples.
- B. Submit in accordance with the provisions of Section 01340.

1.4 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. All coating materials shall be delivered in the original and unopened containers with labels legible and intact. Materials shall be delivered to the project site or segregated at source of supply in advance of need.

1.5 AWWA COMPLIANCE

- A. All work of this section shall be completed in accordance with AWWA D102 - Standards for Painting Steel Water Storage Tanks.

1.6 QUALITY ASSURANCE

- A. The label of all containers shall include the following information:

Manufacturer's Name
Type of Paint
Manufacturer's Stock Number
Color
Instructions for Reducing, where applicable

- B. The Engineer will review in the field for color, textures, and workmanship, the first finished space of each color required.

1.7 WORKMANSHIP

- A. Surfaces shall be properly prepared and left in acceptable condition. Drop cloths shall be used to extent necessary to protect adjacent surfaces from paint splattering. Proper receptacles shall be provided and used for rags, waste and mixing of coatings. Painting contractor shall provide all necessary equipment and appurtenances to do a first class job.

1.8 LEAD-BASED PAINT

- A. The Contractor is advised that test results indicate NO lead in exterior or interior existing paint systems on the water storage tank. Refer to test results in Section K of this specification.

1.9 VENTILATION AND LIGHTING

- A. Particular care shall be exercised during the cleaning and painting of the interior of the water tank. Means for ejecting air from the tank shall be provided in order to remove dust and solvent vapors.
- B. Contractor shall have air moving equipment at the site which shall be adequate to remove dust and solvent fumes to prevent injury to workmen, and the accumulation of volatile gases which will retard the curing of the paint or create an explosion and

fire hazard. No open flames, sparks, welding, or smoking will be permitted inside the tank.

- C. An Air Monitoring Program shall be prepared by the Contractor, in accordance with OSHA 1926.62.
- D. In addition, during paint spraying operations on tank interiors, applicator shall be provided with fresh air.
- E. Explosion-proof lighting shall be provided to allow proper safety, workmanship, and inspection.

1.10 CLEANLINESS

- A. The Contractor and all workmen employed by him shall conduct all operations in a clean and sanitary manner. No nuisance shall be committed in the tank; the workmen shall either use proper waste receptacles or leave the tank whenever necessity arises. The Engineer and Owner, after painting is completed, will check the tank to determine that the tank interior is clean and sanitary before the tank is placed in service. The Contractor is required to disinfect the water storage tank before it is placed into service.

1.11 PAINT MATERIALS

- A. All paint materials are to be delivered to the site in unopened containers properly labelled so as to clearly indicate contents. Contents of paint containers shall be thoroughly agitated prior to use to insure a uniform mixture. Further agitation, if required, shall be done as painting progresses.
- B. At the end of each day, all unused paint shall be returned to original containers and be resealed. Paint is not to be left uncovered overnight. No thinners shall be used for reducing the paint or for cleaning brushes or equipment, other than specific type recommended by the paint manufacturer.
- C. The Contractor shall comply with manufacturer's recommendations as to environmental conditions under which coatings can be applied. The Contractor shall not apply finish in areas where dust exists or is being generated.
- D. Paint shall be the product of MAB, or approved equal.

1.12 SURFACE PREPARATION

- A. All surfaces shall be prepared in strict accordance with Steel Structures Painting Council (SSPC) specifications as indicated in the applicable sections of this specification.

- B. Upon completion of surface preparation, exterior surfaces shall be inspected by a representative of the paint manufacturer and approval must be received before progressing with paint application.

1.13 SURFACE PREPARATION - INTERIOR

- A. All painted surfaces shall be prepared in accordance with paint manufacturer's specifications and SSPC-SP10 "Near White Metal Blast" for Interior Wet and SSPC-SP6 "Commercial Blast" for Interior Dry.
- B. Abrasive used for blast cleaning shall be supplied by the Contractor and shall be those specified in the Painting Council Specification. Particular attention shall be given to the maximum particle size requirements. Proprietary abrasive materials may be used only upon written approval by the Owner.
- C. Upon completion of the blast cleaning operations, all sand/dust deposits shall be removed by compressed air blow down of the respective surfaces. All abrasives used shall be removed from the Owner's property by the Contractor at the Contractor's expense. The Contractor shall be responsible for making the necessary arrangements for abrasive removal and legal disposal per all Federal, State, and Local regulatory agency requirements.
- D. Surfaces shall be prime painted before any rusting takes place on the cleaned areas. Blasted surfaces shall not be allowed to stand overnight without a prime coat applied. Primer shall be applied during the same daylight period that the blasting was accomplished and before any rusting occurs.
- E. All debris, remaining water, and sediment in the bottom of the tank shall be removed from the site by the Contractor and legally disposed of.

1.14 SURFACE PREPARATION - EXTERIOR

- A. All painted surfaces shall be prepared in accordance with paint manufacturer's specifications and SSPC-SP6 "Commercial Blast".
- B. Removal activities conducted on the exterior of the water tank shall utilize a containment system, which shall completely enclose the work area and shall cover the ground within the enclosure. The enclosure system shall be secured in a manner to maintain enclosure integrity throughout the duration of the exterior tank removal activities. The contractor shall submit shop drawings to the engineer for the enclosure system, which shall be in accordance with SSPC-Guide 6, Class 2A and include drawings for the loads, and manufacturer specifications for clips, outriggers, rigging and ventilation equipment, sealed by a registered professional engineer in the state of Pennsylvania. All waste and debris generated inside the enclosure shall be removed and cleaned-up daily, as a minimum.
- C. Additionally, the Contractor shall post warning signs around all removal areas as

required by OSHA.

WARNING
HAZARDOUS WORK AREA
NO SMOKING OR EATING

Warning signs shall be removed promptly upon satisfactory completion of the work.

1.15 INSPECTION

- A. All cleaning and painting shall be subject to inspection by a representative of the Owner and/or the paint manufacturer.
- B. The Engineer reserves the right to inspect all cleaned surfaces prior to primer application and also each coat of paint prior to subsequent paint applications. It is understood that such inspection will be made available to the Engineer within one (1) hour after proper notification to the Contractor.
- C. The dry film thickness (D.F.T.) and uniformity for the paint coatings shall be measured using an Elcometer or Mikrotest gauge which shall be supplied by the Contractor and available for use at the site. Equipment for calibrating paint film thickness gauge shall also be supplied by the Contractor. The Owner reserves the right to use a low voltage holiday detector to check the finished paint film integrity.
- D. The Contractor shall correct such work as is found defective under the specifications and supply such materials and equipment required to make the repairs at his own expense.
- E. The Contractor shall provide the services of the paint manufacturer's inspector to instruct the Contractor on paint application in the field before any work is started. The paint manufacturer's inspector shall make routine visits to the job site and shall be available upon request by the Owner for consultation regarding work on this contract.
- F. The Contractor shall furnish the Owner certification from the paint supplier that surface preparation has been performed in accordance with the requirements of the specifications, that all specified coats of paint have been applied, and that the required total film thicknesses have been produced.

1.16 CERTIFICATION

- A. The Contractor shall submit to the Engineer, immediately upon completion of the tank, certification from the paint manufacturer indicating that the quantity of each coating purchased was sufficient to properly coat all surfaces. Such certification shall make references to the square footage figures provided to the supplier and the Engineer by the Contractor.

1.17 TESTING

- A. At no cost to the Owner, a trained representative of the paint manufacturer shall inspect the completed project to verify that the film thickness requirements of the specifications have been met. It shall be the responsibility of the Contractor to arrange for the inspection.
- B. When the tank is complete, the Engineer may select random sample test locations, 30 interior and 30 exterior. The Contractor shall have the paint manufacturer test each location for porosity and film thickness. The finish coating on all surfaces shall be completely without porosity, when tested according to the low-voltage, wet sponge method. All porosity and mil thickness tests shall be reported to the Engineer in writing. Deficiencies in the coating shall be corrected by applying additional finish coats, at the expense of the Contractor. Upon completion of the inspection, the manufacturer shall provide a letter of certification, to the Engineer, that the tank passes inspection.

PART 2 - MATERIALS

2.1 INTERIOR PAINTING

- A. Primer: Interior Dry - MAB 65 Series, tinted gray, applied to a dry film thickness (D.F.T.) of 4 to 6 mils. Interior Wet - MAB Ply-Tile Zinc One Primer, or approved equal, shall be applied to a dry film thickness (D.F.T.) of 2 to 4 mils.
- B. Stripe Coat: Interior Wet - MAB 65 Series, tinted off-white, or approved equal, shall be applied by brush to a dry film thickness (D.F.T.) of 4 to 6 mils.
- C. Intermediate: Interior Wet - MAB 65 Series, tinted off-white, or approved equal, applied to a dry film thickness (D.F.T.) of 4 to 6 mils.
- D. Finish Coat: Interior Dry & Wet - MAB 65 Series, tinted White, or approved equal, applied to a dry film thickness (D.F.T.) of 4 to 6 mils.
- E. Application: All coatings shall be applied in accordance with manufacturer's instructions. However, all primers applied to weld seams, welds, and weld scars, shall be applied by brush.
- F. Curing of Interior Paint System: The interior paint system shall be permitted to dry and cure for the required period of time between coats and 4 to 5 days prior to filling, or as required by the Manufacturer.
- G. Paints shall be EPA and NSF approved for use on the interior of potable water tanks.

- H. Stripe Coat shall be applied to all vertical and horizontal seams, burrs, angles, welds, etc. Wet on wet application is acceptable.

2.2 EXTERIOR PAINTING

- A. Primer: Exterior – MAB Ply-Tile Zinc One Primer, or approved equal, shall be applied to a dry film thickness (D.F.T.) of 2 to 4 mils.
- B. Intermediate: Exterior – MAB 650 Series, tinted off-white, applied to a dry film thickness (D.F.T.) of 4 to 6 mils.
- C. Finish Coat: Exterior – MAB 890 HS, or approved equal, shall be applied to a dry film thickness (D.F.T.) of 2 to 3 mils.
- D. Application: All coatings shall be applied in accordance with manufacturer's instructions.
- E. Exterior finish color shall be selected by the Owner. Submit color chart in accordance with Section 01340.
- F. All coatings shall be applied in accordance with manufacturer's instructions.
- G. The exterior coating shall be an overcoat paint system.

PART 3 - EXECUTION

3.1 PAINT APPLICATION

- A. Mixing of multiple part paint systems shall be per manufacturer's recommendations with the prescribed standing period before application. Where thinning is required for spraying, the recommended thinner in the amount specified by the manufacturer will be observed.
- B. Solvents used for cleaning equipment and paint spot removals will be as recommended by the manufacturer for the particular paint coat involved.
- C. The Contractor shall apply each coating at the rate and in the manner specified by the manufacturer. If materials have thickened or must be diluted for application by spray gun, the coating shall be built up to same film thickness achieved with undiluted material. Deficiencies in film thickness shall be corrected by the application of an additional coat(s) of paint. Where thinning is necessary, only the products of the manufacturer furnishing the paint, and for that particular purpose, shall be allowed. All thinning shall be done strictly in accordance with the manufacturer's instructions, as well as with the full knowledge and approval of the Engineer.

- D. All care shall be exercised by the Contractor to avoid paint damage to adjacent properties. The Contractor shall be responsible for all claims arising from the painting operation.
- E. No paint shall be applied when the surrounding air temperature, as measured in the shade, is below the manufacturer's minimum allowable. No paint shall be applied when the temperature of the surface to be painted is below the manufacturer's minimum allowable. Paint shall not be applied to wet or damp surfaces, and shall not be applied in rain, snow, fog, or mist, or when the relative humidity exceeds 80%. No paint shall be applied when it is expected that the relative humidity will exceed 80% or that the air temperature will drop below the manufacturer's minimum allowable, within 18 hours after the application for the paint. Dew or moisture condensation should be anticipated, and if such conditions are prevalent, painting shall be delayed until mid-morning to be certain that the surfaces are dry. Further, the day's painting should be completed well in advance of the probable time of day when condensation will occur in order to permit the film an appreciable drying time prior to the formation for moisture. Each coat of paint shall be in proper state of cure before the application of the succeeding coat.
- F. Sufficient time shall be allowed between succeeding coats to insure drying, and the paint manufacturer's recommendations shall be complied with this requirement. Colors, where not specified, shall be selected by the Owner. The Contractor is responsible for furnishing all labor, machinery, tools, rigging, brushes, cleaning, and painting materials; ventilation equipment; all equipment and materials to complete painting of tank as specified.
- G. Finish coats shall be smooth, free of brush marks, streaks, laps or pile up of paints, and skipped or missed areas. Finished metal surfaces shall be free of skips, voids or pinholes in any coat when tested with a low voltage detector.

3.2 CLEANING

- A. The Contractor shall touch-up and restore finish where damaged. Spilled, splashed, or splattered paint shall be removed from all surfaces. The surface finish of item being cleaned shall not be marred. Storage space shall be left clean and in condition required for equivalent spaces in project.

3.3 SURPLUS MATERIALS REMOVED

- A. All rubbish, sand and refuse of any kind resulting from the work shall be removed by the Contractor from the work area and legally disposed of. During the progress of the work, the area shall be kept clean of debris and waste material on a daily basis.

3.4 DISINFECTION

- A. The entire tank interior and fill/drain piping shall be disinfected by the Contractor after painting operations and curing of the paint system are completed. A minimum of five (5) days shall be allowed for curing of the paint system prior to disinfection. Disinfection shall be by the spraying method (Method 2) in accordance with AWWA C-652 - Disinfection of water storage facilities.

3.5 PROTECT EXISTING FACILITIES

- A. The Contractor shall take all necessary measures to protect adjacent structures, equipment, and facilities from damage. Any damage shall be restored at the Contractor's expense. The fill pipe shall be temporarily covered during surface preparation and painting operations to assure that foreign matter does not enter in.

3.6 GUARANTEE

- A. The Contractor shall guarantee the painting and paint, for a period of two (2) years from date of acceptance by the Owner. If any material or workmanship prove to be defective within two (2) years, it shall be repaired by the Contractor at his expense.

END OF SECTION

Second Amended Appendix A-25

Oct. 5. 2009 10:52AM

No. 3992 P. 1/30

Substitute W9 Rev. 05/24/06 By T-Mobile USA, Inc.	Request for Taxpayer Identification Number and Certification Filled out by the Vendor (page 1 of 6)	Return to Requester: T-Mobile USA, Inc. 12920 SE 38 th St., Bellevue WA 98006 Fax: 800-878-1625 Attn: AP Vendor Maintenance
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T-Mobile USA, Inc. is required by law to obtain your name and Taxpayer Identification Number (TIN) in order to report income paid to you to the Internal Revenue Service (IRS). The IRS will match the amount reported to your tax return. The Legal Business Name must match what you will use on the tax return reported to the IRS. If you would like additional instructions on filling out the form, please contact Accounts Payable Customer Service by email at APInfo@t-mobile.com or by phone at 888-526-4612.

Penalties: Your failure to provide a correct name and Taxpayer Identification Number may subject your payments to 28% Federal income tax backup withholding. If you do not provide us with this information, you may be subject to a \$50 penalty imposed by the IRS under section 6723. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 civil penalty. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Confidentiality: If T-Mobile discloses or uses your Taxpayer Identification Number in violation of Federal law, we may be subject to civil and criminal penalties.

US Person: Only a US person, including a resident alien, may use this form. Foreign persons should furnish us with the appropriate Form W8. Please, contact us as noted above for the appropriate W8 form.

FILL OUT COMPLETELY. PRINT OR TYPE	Legal Business Name (or Sole Proprietor Name if applicable) REQUIRED Valley Township	
	DBA Business Name (OPTIONAL: Only fill this out if you use [or invoice using] a different name other than the LEGAL name listed above)	
	Check the appropriate box for your organization: <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Corporation, Exempt Government <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Municipality	
	Address (number, street and apt. or suite) Valley Township Municipal Building, 890 W. Lincoln Highway	Phone Number (610) 384-5751
	City, State and ZIP Code Coatesville, PA 19320	Fax Number (610) 384-2746
	Email Address	Website Address

Part I Exempt from Backup Withholding Qualification

<input type="checkbox"/> Corporation Note that there is NO corporate exemption for medical and healthcare payments or payments for legal services	<input type="checkbox"/> Tax Exempt Entity under 501(a) [includes 501(c)(3)], or IRA	<input type="checkbox"/> The United States or any of its agencies or instrumentalities	<input checked="" type="checkbox"/> A State, the District of Columbia, a possession of the United States or any of their political subdivisions or agencies	<input type="checkbox"/> A Foreign Government or any of its political subdivisions or international organization in which the United States participates under a treaty or Act of Congress
---	--	--	---	--

Part II Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.
 For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN)

Social Security Number _____	OR	Employer Identification Number 23-6000650
---------------------------------	----	--

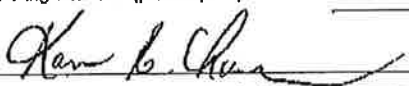
Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me, AND
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND
- I am a US person (including a US resident alien).

Certification Instructions: You must cross out item 2 above if the IRS has notified you that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Person completing this form (please print): Karen E. Chandler, Secretary/Treasurer

Signature:  Date: 09/24/2009 Phone: (610) 384-5751

Second Amended Appendix A-25

WATER SERVICE AGREEMENT VALLEY TOWNSHIP

THIS AGREEMENT, dated the *6th* day of *MARCH*, 1990, by and between CITY OF COATESVILLE AUTHORITY (CCA), a Pennsylvania Municipal Authority organized and existing under the Pennsylvania Municipal Authorities Act of 1945, located at 114 East Lincoln Highway, Coatesville, Pennsylvania, and the Township of Valley (Township), a Second Class Township organized and existing under the laws of the Commonwealth of Pennsylvania with its principal office located at 890 West Lincoln Highway, Coatesville, Pennsylvania.

WITNESSETH:

WHEREAS, the City of Coatesville has caused to be incorporated the City of Coatesville Authority, a Pennsylvania Municipal Authority; and

WHEREAS, CCA, pursuant to the authority vested in it by law has developed water resources and is in the process of developing additional water resources in the Coatesville region, is treating such water as needed and is providing for the transmission and distribution of such water to general areas of need in the Coatesville region; and

WHEREAS, the Board of Supervisors of Valley Township has ordained and enacted a resolution requesting CCA to provide bulk water service to the Township pursuant to the terms of this Agreement; and

WHEREAS, there is need for a safe and adequate supply of public water in parts of the Township; and

WHEREAS, the Township desires to acquire bulk water from CCA and provide said water directly to its residents pursuant to the terms of this Agreement; and

WHEREAS, the parties hereto desire to set forth the terms and conditions which shall be applicable to the sale and delivery of water by CCA to the Township and within the Township; and

WHEREAS, CCA and the Township have agreed to areas as shown on Exhibit "A" and listed on Exhibit "B" within the Township where CCA will provide water directly to water users in the Township pursuant to the terms of this Agreement.

NOW, THEREFORE, CCA and the Township for and in consideration of covenants, promises and agreements contained to be kept and observed, each intending to be legally bound hereby, covenant and agree as follows:

Second Amended Appendix A-25

1. CCA covenants and agrees to sell bulk water to the Township to enable the Township to directly serve public water to all users within the boundaries of the Township, except those locations indicated by the shaded areas on the map of Valley Township attached hereto as Exhibit "A" and incorporated herein by reference and those tax parcels listed on a Schedule of Tax Parcels Serviced by CCA attached hereto as Exhibit "B" and incorporated herein by reference as if fully set forth herein. Those shaded areas on Exhibit "A", except as hereafter modified, and those tax parcels appearing on Exhibit "B" are and will during the term of this Agreement be served by CCA. In addition, that shaded area of Exhibit "A" west of Airport Road and north of Lincoln Highway, as well as Highlands Corporate Center shall be served by CCA.

It is understood and agreed between CCA and Valley Township that with respect to Exhibit "A" attached hereto that the shaded surface area south of Valley Road and north of Valley Crossing contains a present customer or customers of CCA. That customer or those customers shall continue to be serviced by CCA. All new customers in this shaded area, however, are to be served by public water from Valley Township.

2. Bulk water will be served to the Township for this purpose through connections made to existing CCA mains generally shown on Exhibit "A" and through meter pits to be constructed at each connection point, said connection points are also listed on Exhibit "A". Said meter pits shall be constructed in accordance with designs provided by CCA and in accordance with CCA specifications. The meter pits and other equipment will be purchased and installed by the Township including the construction of all connecting lines. The construction of connecting lines shall include excavation around the CCA main to be tapped and the provision and installation of the appropriate tapping sleeve. All work performed by the Township will be subject to inspection by CCA. Valley Township will pay a \$2,500.00 connection fee to CCA for each of the three taps agreed upon in this agreement. CCA will perform the connections. The size of the meters at each connection point shall be mutually determined by CCA and the Township engineers. Thereafter, CCA will own and maintain the meters. The Township will own and maintain connecting lines, meter pit, and appurtenant facilities except for facilities installed on the CCA system.

With respect to the connection fee(s) of \$2,500.00 due from the Township to CCA for each of the three taps specifically mentioned in this Agreement, namely (1) Red Road North, (2) Airport Road and Route 30 and (3) Highlands, the parties do hereby acknowledge that the connections may already be in place for one or more of the three taps. For any such connection that is currently in place the Township shall not be obligated for the payment of \$2,500.00 to CCA at the time of the tap.

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3. In order to determine the continuing adequacy of supply at the various tapping points undertaken between the Township and CCA as new development and/or interconnections are made within the Township system, the Township, through its' engineer, will supply plans relative to serving additional areas of the Township or for interconnections internally within the system which may reinforce, loop or otherwise affect the flow of water from CCA's system. Any plans for extension of the Township system should be accompanied by a summary of additional units to be connected and of any additional substantial fire demands which may be imposed upon the system. Water System design and inspection of the Township water system shall be performed by, or as directed by the Township's engineer. Design will be in accordance with standard practice, looping systems where possible and practical. Distribution design and drawings will be made available at no cost to CCA; however, any review costs by CCA or its engineer will be at CCA's expense.

4. The first tap CCA will provide Valley Township will be located on Red Road north of Valley Road in Valley Township, and this tap shall be known as the Red Road tap. Valley Township will pay CCA a capacity fee of \$116,000.00 for this tap, and said sum shall be payable in five equal annual installments of \$23,200.00. The first of the 5 equal annual installments of \$23,200.00 shall be due immediately prior to the time the tap is performed, or by December 30, 1990, whichever date occurs first. The capacity fee shall be due and payable to CCA regardless of whether the tap has been actually made as of December 30, 1990. The Township will receive a bill for \$23,200.00 on the anniversary month in each of the four years following the initial payment of the capacity fee pursuant to this tap. Payment shall be due thirty days after the invoice date and the prevailing CCA penalty rate will be applied to late payments.

With respect to the Red Road Tap, once the peak daily usage exceeds 150,000 gallons per day, individual users in excess of 10,000 gallons per day will be assessed an additional capacity fee by Valley Township, said fee to be determined according to CCA's rate schedule and Valley Township will pay said capacity fee to CCA. Valley shall notify CCA of any user of more than 10,000 gallons per day when such a user comes onto the Valley system, at which time the user shall be obligated to pay the additional capacity fee to Valley Township, which will, in turn, pay such additional capacity fee to CCA.

5. CCA shall provide a second tap to Valley Township and said tap shall be located at Airport Road and Route 30 and said tap shall be known as the Lincoln Highway tap. Valley Township shall pay CCA a capacity fee of \$100,000.00 for this tap, payable in five equal annual installments of \$20,000.00 each. The first of the five equal annual installments of \$20,000.00 shall be due immediately prior to the time the tap is made or by August 30,

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1991, which ever date occurs first regardless of whether the tap has been made or not. The Township will receive a bill for \$20,000.00 on the anniversary month in each of the four years following the initial installment payment of the capacity fee with respect to this tap. Payment shall be due thirty days after the invoice date and the prevailing CCA penalty rate will be applied to late payments.

With respect to the Lincoln Highway tap, once the peak daily usage exceeds 400,000 gallons per day, individual users in excess of 10,000 gallons per day will be assessed an additional capacity fee by Valley Township, said fee to be set according to CCA's rate schedule, and Valley Township shall pay said capacity fee to CCA. Valley shall notify CCA of any user or more than 10,000 gallons per day when such a user comes onto the Valley system, at which time the user shall be obligated to pay the additional capacity fee to Valley Township, which will, in turn, pay CCA such additional capacity fee.

6. CCA shall provide a third tap to Valley Township and said tap shall be known as the Highlands tap, and said tap shall be located as indicated on Exhibit "A". Valley Township shall pay CCA a capacity fee of \$116,000.00 for this tap, said capacity fee shall be payable in five equal annual installments of \$23,200.00 each. The first of the five equal annual installments of \$23,200.00 shall be due immediately prior to the time the tap is made, or by December 30, 1993, whichever date occurs first, regardless of whether the tap has been made. The Township will receive a bill for \$23,200.00 in the anniversary month in each of the four years following the year the initial installment payment was made for the capacity fee for this Highlands tap. Payment shall be due thirty days after the invoice date and the prevailing CCA penalty rate will be applied to late payments.

With respect to the Highlands tap, once the peak daily usage exceeds 400,000 gallons per day, individual users in excess of 10,000 gallons per day will be assessed an additional capacity fee by Valley Township, said fee to be according to CCA's rate schedule and Valley Township shall pay said capacity fee to CCA. Valley shall notify CCA of any user of more than 10,000 gallons per day when such a user comes onto the Valley system, at which time the user shall be obligated to pay the additional capacity fee to Valley Township, which will, in turn pay CCA such additional capacity fee.

7. CCA and the Township agree that any service area east of Route 82 will be served by a fourth tap and the Township will pay CCA an additional capacity fee to be negotiated by Township and CCA for this tap. Said capacity fee shall be negotiated at a future date when the details of this tap have been disclosed.

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8. Unless otherwise provided by subsequent agreement, CCA shall have available to the Township for emergency purposes a fire flow of 1,500 gallons per minute to be sustained for a two hour period with a minimum residual pressure at the point of connection of 40 psi at the Red Road tap. Available fire flows at the Lincoln Highway tap will be 750 gallons per minute for a two hour duration at a minimum residual pressure of 40 psi and 500 gallons per minute for a two hour duration at a minimum residual pressure of 40 psi at the Highlands tap. The Township shall be responsible for providing adequate system capacity for fire protection purposes beyond the interconnection point. The provision of emergency fire protection water for hydrants owned and maintained by the Township within the Township service territory shall be at rates for water service applying to the bulk metering points. Charges for hydrants owned and maintained by CCA in CCA service territory shall be billed to the Township at rates provided in Paragraph 9 below.

9. In all instances where fees are required or use rates are applicable (except the capacity fees established pursuant to this Agreement in paragraphs 4, 5, and 6 and future capacity fees to be negotiated pursuant to paragraph 7 hereof), these rates and fees shall be such as are provided in the published rate and fee schedule of CCA prevailing at the time.

Whenever CCA increases rates by more than 10% in the aggregate over a 3 year period, or in excess of 6% in any given year, Township shall have the option of requesting that CCA engage a qualified third party rate consulting engineer to review the rationale for the rate increase and the appropriateness of said increase. CCA shall advise the Township of the consulting engineer or firm it desires to engage within thirty days of receipt of the request from Township. Township shall have thirty days to either accept the third party engineer or firm selected by CCA or provide CCA with the name of another qualified third party rate consulting engineer. If CCA does not accept Township's suggested consulting engineer, CCA and Township shall submit the choice of the consulting rate engineer to arbitration within thirty days. CCA and Township shall each select one arbitrator and the two arbitrators shall select a third arbitrator and this arbitration panel shall select the third party consulting engineer from lists submitted by CCA and the Township. Whenever either party fails to exercise its right to select the consulting engineer or to invoke the arbitration process within any of the thirty day periods specified above, such failure by that party to act shall constitute a waiver of the right.

In the event that the process of selecting a third party rate consulting engineer shall extend into the time period for which the increased rate would go into effect, CCA shall maintain its previous rates and fees. In the event that the third party

rate consulting engineer concurs or recommends a rate increase, Township shall pay CCA the difference between the new rate retroactive to the initial date of rate increase less the amount already paid CCA by the Township under the previous rate. In the event of sums owed CCA by the Township, said sums shall be paid to CCA within thirty days of the date the rate has been determined and recommended by the third party rate consulting engineer without penalty or interest. After thirty days, CCA's prevailing penalty and interest rates shall apply.

10. CCA agrees to read the bulk meter(s) on a monthly basis and to submit bills to the Township on said monthly basis. The Township agrees to pay promptly in accordance with said bulk meter reading subject to provisions of this Agreement. CCA agrees to maintain and calibrate the meters in accordance with standard practice of CCA for maintenance and operation of bulk meters. The Township may request at any time a special accuracy test to be performed by a certified meter testing laboratory to verify the accuracy of the meter(s). Should meters as a result of such tests be found to be inaccurate and require recalibration, the test and calibration will be the responsibility of CCA. If meters are found to be accurate or to read low, the Township will pay the testing costs. CCA agrees to maintain the accuracy limits of the meters to within normal allowable industry standards. The Township and CCA shall have full and complete access to all meters to read meters and to verify their accuracy. Duplicate keys shall be issued to each party. All fee or rate changes during the term of this Agreement, or any extension thereof, shall be in accordance with paragraph 9. At least sixty days prior to the implementation of any rate increase, CCA shall notify the Township of its intent to change rates. In no event shall a disputed rate increase be justifiable cause for the Township to withhold payment for bulk water provided to the Township by CCA. At a minimum, should the Township dispute or challenge a rate increase, the Township shall be obligated to pay the previous rate until said dispute or challenge is resolved.

11. In order to maintain control of pipe installations and maintenance thereof within its boundaries, the Township requires that CCA apply for all permits and easements in public streets or roads and rights of way owned by the Township. The Township agrees to issue permits to CCA for access to easements in Township streets, roads and in rights of way in other properties owned by the Township, necessary for maintaining, improving and constructing of new water mains and appurtenances within its service areas of the Township (reference Exhibit "A"). The Township will also issue permits to CCA upon applications for excavation to repair existing water mains and appurtenances. The Township will require that permits be obtained in all cases and that the requisite permit fee be paid prior to work being performed. A permit for emergency work shall be obtained on the

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next normal work day for work done on weekends or after office hours. It is also necessary that all trench repairs be made in accordance with the Township Standard Specifications.

12. In recognition of the fact that the policy of the Commonwealth of Pennsylvania through the Municipality Authorities Act and the Pennsylvania Public Utility Commission (PUC) is to avoid competition among providers of public utility services within given service areas, the Township covenants and agrees that it will not extend its lines beyond its Township borders to service any customers in other municipalities. CCA covenants that it will not extend its lines within the Township to directly serve customers within the Township in areas other than those areas CCA is entitled to serve pursuant to the terms of this Agreement as said areas are indicated on Exhibits "A" or "B" as mentioned in Section 1 hereof unless specifically requested by the Township and upon signed amendment to this Agreement. Further, Township agrees to enter into mutually agreeable conveyancing agreements with CCA where necessary to facilitate CCA's service of areas outside the borders of Valley Township.

13. In the event that CCA finds that it is necessary to curtail deliveries to its customers within CCA's service areas, the quantities of water to be delivered to the Township shall be curtailed in the same proportion and to the same extent and in common with all other customers purchasing water from CCA. In the event of drought restrictions either imposed by CCA or imposed upon CCA by the Department of Environmental Resources, the Delaware River Basin Commission, or other regulatory commissions and agencies regulating water supply, CCA covenants to impose said restrictions within the Township in the same manner and the same proportion as said restrictions are imposed throughout CCA's water service system and territories.

14. It is hereby specifically agreed by the Township and CCA that there will be occasions when, because of failure of facilities, leaks, required repairs to facilities, strikes, acts of God, and other emergency circumstances beyond the control of CCA when interruptions or fluctuations in service will occur, and that during the period of such interruption or fluctuations, it is hereby specifically agreed that the only obligation CCA shall have is to use ordinary and reasonable care to maintain the water service and supply herein provided, and that CCA shall not be liable in any way to the Township for any interruption or diminishing of water service or supply caused by circumstances beyond its control. CCA shall make every effort to work without interruption to repair the problem causing the service interference and take steps to notify the affected customers of the reason for the interruption, the expected length of time of interruption, recommended safe steps to be taken, and any special instructions necessary following resumption of service. For bulk

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water sales, notification of the interruption shall be made to at least one of the Township officials listed on Exhibit "C" attached hereto and incorporated herein by reference.

15. CCA agrees that the water to be furnished by it hereunder shall be potable and meet all required standards of federal and Commonwealth of Pennsylvania Regulatory Agencies.

16. CCA and the Township agree that their respective systems will be maintained in good operating order and any leaks detected on such systems will be promptly repaired in order to conserve water and to reduce the cost of operating the system. CCA and the Township further agree that any restrictions imposed upon CCA by any governmental regulatory agency with respect to requiring the use of water saving devices in all new construction will likewise be imposed by the Township on its customers and that the Township will adopt such rules and regulations as are customarily imposed upon the use of water in public water systems, particularly as they relate to the use of water saving devices, back flow prevention, and other measures intended to protect the integrity and quality of public water supply. CCA and the Township agree that neither party will operate valves, perform excavations or otherwise take actions that might affect the operation and integrity of the other party's system.

17. This Agreement shall remain in effect for a period of fifteen (15) years from the date hereof and shall automatically be renewed for additional periods of five (5) years each after the initial term hereof, unless terminated at the expiration of the original term or at the expiration of any renewed term by either party giving written notice to the other of its intention to terminate at least twenty-four (24) months prior to the expected termination date.

18. This Agreement shall be binding upon the respective successor and assigns of the parties hereto and the benefits hereunder shall inure to the same.

19. This Agreement embodies the entire agreement between the parties hereto with reference to the subject matter and there are no agreements, understandings, conditions, warranties or representations, oral or written, expressed or implied, with reference to the subject matter hereof that are not merged in this Agreement and superseded hereby.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered, and their respective corporate seals to be hereunto affixed by their respective duly authorized officers, the day and year first above mentioned.

ATTEST:

CITY OF COATESVILLE
AUTHORITY

By: William D. Battaglia
Chairman, Board of
Directors and all members

Robert S. Barr

Charles T. Williams

John D. Fouse

[Signature]

ATTEST:

Alvin G. [Signature]

VALLEY TOWNSHIP

By: [Signature]
Chairman, Board of
Supervisors and all
Supervisors

Paul M. [Signature]

[Signature]

[Signature]

Prover S. [Signature]

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Revised - December 8, 1989

VALLEY TOWNSHIP CUSTOMERS

<u>ADDRESS</u>	<u>NAME</u>	<u>ACCOUNT NO.</u>	<u>PARCEL NO.</u>
1407 Brick Row	Donald Campbell	43265023	38-2-192
1408 Brick Row	Leon Peszko	43270033	38-2-193
1409 Brick Row	Lisa Marie Jordan	43257023	38-2-194
1410 Brick Row	William Chernecky	43240013	38-2-195
1411 Brick Row	New Account	43232033	38-2-196
1412 Brick Row	New Account	43224033	38-2-197
1413 Brick Row	New Account	43216043	38-2-198
1414 Brick Row	New Account	43208033	38-2-199
900 Charles St.	Edward Wright	33340013	38-5C-83
902 Charles St.	Patricia Restrepo	33357013	38-5C-82
903 Charles St.	Robert Weinrich	33360013	38-5C-86-13
904 Charles St.	Denise Garrett	33365023	38-5C-81
905 Charles St.	Christie Burrell	33367013	38-5C-86-12
906 Charles St.	Beanie & Gary Bogush	30076502	38-5C-80
907 Charles St.	Mary Durham	33349027	38-5C-86-11
908 Charles St.	Havard Townsend	33381013	38-5C-79
909 Charles St.	Larry Dovin	33385013	38-5C-86-10
910 Charles St.	New Account	33399043	38-5C-78
911 Charles St.	David Smith	33405013	38-5C-86-9
912 Charles St.	Dale Collins	33407033	38-5C-77
913 Charles St.	Joseph Scheider	33410023	38-5C-86-8
914 Charles St.	Mark Welsh	33415013	38-5C-76
915 Charles St.	Philip Hemcher	33417023	38-5C-86-7
916 Charles St.	Sarah Miller	33423013	38-5C-75
918 Charles St.	Marlene B. Jones	33431013	38-5C-74
920 Charles St.	Eugene Sabatini	33449023	38-5C-73
922 Charles St.	Gloria Lyons	33456013	38-5C-72
924 Charles St.	Thomas Wayne	33464013	38-5C-71
926 Charles St.	Albert G. Hanna Jr.	33472013	38-5C-70
928 Charles St.	Nicholas Kirylyck	33480013	38-5C-69
1000 Charles St.	Allen Armentrout	33498013	38-5C-68
1002 Charles St.	Steve & Anita Wood	33506043	38-5C-67
1004 Charles St.	Wayne Aungst	33514013	38-5C-66
1006 Charles St.	Catherine McCarraher	33522013	38-5C-65
1008 Charles St.	William Killian	33530013	38-5C-64
1009 Charles St.	Roxanne Barnes	33606013	38-5C-86-6
1010 Charles St.	William Eshleman	33548023	38-5C-63
1011 Charles St.	Bernard Kefer	33549013	38-5C-86-5
1012 Charles St.	Russell Hayes	33555013	38-5C-62
1013 Charles St.	Robert D. Cruickshank	33607013	38-5C-86-4
1014 Charles St.	Joseph Lemire	33563013	38-5C-61
1016 Charles St.	Jos. J. Dray	33571013	38-5C-60
1017 Charles St.	Osborn Gen. Cont.	98039006	38-5C-86-2
1018 Charles St.	Carmen Vergara	33589013	38-5C-59
1020 Charles St.	Charles E. Holston	33597023	38-5C-59.1
1022 Charles St.	Jeffrey Hoffman	33605013	38-5C-59.2

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<u>ADDRESS</u>	<u>NAME</u>	<u>ACCOUNT NO.</u>	<u>PARCEL NO.</u>
1110 W. Eleventh Ave.	New Account	033639023	38-5C-93
Eleventh Ave.	Paulson Serv & Equip.	33613013	38-5C-17.1
W. Eleventh Ave.	Harry Johnston	33621033	38-5C-94
W. Eleventh Ave.&Valley	Delaware Container	98035506	38-5-17
W. Eleventh Ave.&Valley	Delaware Container	98036006	38-5-17
225 N. First Ave.	Ralph Henry	43174013	38-3-35
Gap & Strode Ave.	BVM Catholic Church	33035013	38-6A-6
46 Gap Road	Robert Beard	32870033	38-6A-19
50 Gap Road	Bruce Reese	32888033	38-6A-18
52 Gap Road	Joseph&Arlene Rubincam	32896013	38-6A-17
54 Gap Road	Warren Butler	32904023	38-6A-16
56 Gap Road	Hudson Beard	32920013	
58 Gap Road	William Grubb	32938023	38-6A-14
60 Gap Road	New Account	32946023	38-6A-13
61 Gap Road	New Account	32854023	16-6A-3
62 Gap Road	Hudson Beard	32953013	38-6A-13-1
63 Gap Road	Stephen Kocik	32862013	38-6A-2
64 Gap Road	New Account	32961023	38-6A-12
70 Gap Road	Paul Gregor	32979013	38-6A-11
72 Gap Road	Richard L. Bard	32987053	38-6A-11-1
74 Gap Road	Steve Mudry	32995013	38-6A-10
76 Gap Road	Irene Pashesnik	33001013	38-6A-9
82 Gap Road	BVM Greek Cath. Ch.	33019013	38-6A-8
84 Gap Road	Donald Yeoman	33027013	38-6A-7
1251 Hefner St.	John Gill	98021006	38-5B-36
23 Irish Lane	Edward Clark	42838013	38-2M-111
Irish Lane&Wagontown Rd	Soloman Drawhorn	44180013	38-2M-71
1046 Manor Road	William Robinson	430000101	38-2M-133
608 Old Lincoln Hwy.	Alberta White	29421012	38-5-36
612 Old Lincoln Hwy.	Robert Shesko	16493012	16-6-451
614 Old Lincoln Hwy.	Albert Steen	29447012	38-5-34
615 Old Lincoln Hwy.	B. Schwartzentruber		38-5-35
901 W. Madison St.	Francis Seyman	33928013	38-5C-84.1
903 W. Madison St.	Steve Miller	33910033	38-5C-84.2
905 W. Madison St.	Durphey Poe	33902023	38-5C-84.3
907 W. Madison St.	Dominick Angradi	33894013	38-5C-84.4
909 W. Madison St.	Charles Beems	33886023	38-5C-84
911 W. Madison St.	George Ray Siver	33878023	38-5C-85-1
913 W. Madison St.	Eric Sitler	33860033	38-5C-86-8
915 W. Madison St.	Gary Leslie	33852023	38-5C-85
917 W. Madison St.	Mary Lou Fisher	33845023	38-5C-87.2
919 W. Madison St.	Bernard Soloman	33837043	38-5C-87.1
921 W. Madison St.	Linda Shank	33829013	38-5C-87.3
923 W. Madison St.	Joseph Misiewicz	33811013	38-5C-87
925 W. Madison St.	David Bicking	33803013	38-5C-88.2
927 W. Madison St.	Robert Newlin	33795013	38-5C-88.1
929 W. Madison St.	James Kauffman	33787013	38-5C-88.3
931 W. Madison St.	Mike Murray	33779033	38-5C-88

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<u>ADDRESS</u>	<u>NAME</u>	<u>ACCOUNT NO.</u>	<u>PARCEL NO.</u>
933 W. Madison St.	Andrew Kissel	33761013	38-5C-89.2
935 W. Madison St.	Debra Taylor	33753013	38-5C-89.1
937 W. Madison St.	Catherine Daniels	33746023	38-5C-89
939 W. Madison St.	Lawrence Urbine	33738013	38-5C-89.3
941 W. Madison St.	Frederick Kerr	33720023	38-5C-90.1
943 W. Madison St.	Charles S. Thompson III	33712033	38-5C-90.2
945 W. Madison St.	Joseph Sabasteian	33704013	38-5C-90.3
947 W. Madison St.	Edward Kasian	33696013	38-5C-90
949 W. Madison St.	Robert Lasak	33688013	38-5C-91.2
951 W. Madison St.	Kathleen Zaleski	33670033	38-5C-91.3
953 W. Madison St.	Mark Quinn	33662033	38-5C-91.4
955 W. Madison St.	Betty Miller	33654013	38-5C-91
957 W. Madison St.	Gerald Weaver	33647013	38-5C-91.1
1033 Manor Road	Edgar Baynard	4500123	
1033 1/2 Manor Road	Lydia Sims	4500213	
1038 Manor Road	Ronald Delahoy	42952013	38-2M-127
1039 Manor Road	Willard Middleton	42960013	38-2M-128
1045 Manor Road	Wesley James	42994013	38-2M-132
1046 Manor Road	William Robinson	43000013	38-2M-133
1047 Manor Road	Philip Cline	43018013	38-2M-134
1049 Manor Road	George Taylor	43034013	38-2M-136
1050 Manor Road	Margaret Clark	43042013	38-2M-137
1051 Manor Road	Joe Brown	43059013	38-2M-138
1052 Manor Road	Clifford Pittman	43067013	38-2M-139
1053 Manor Road	Paul Schlimme	43075013	38-2M-140
1054 Manor Road	Steven Deveaux	43083013	38-2M-141
1055 Manor Road	Loretta Wilson	43091013	38-2M-142
1056 Manor Road	Helen Lawrence	43109013	38-2M-143
1058 Manor Road	Willie Jackson	43125013	38-2M-145
Mt. Airy Road	New Account	42879043	38-2-38-1
Mt. Airy Road	Roll Form Inc.	42861033	38-2-38-2
174 Mt. Airy Road	William Heath	42945023	38-2-18
176 Mt. Airy Road	Frederick Shuler	43422013	38-2-34
166 Mt. Airy Road	Samuel & Ruth Alston	43414013	38-2-37
172 Mt. Airy Road	Stephen Olinick	43430013	38-2-35.1
173 Mt. Airy Road	Thomas & Ethel Middleton	44172013	38-2-35
178 Mt. Airy Road	Calvin Stokes	43588013	38-2-33
171 Mt. Airy Road	Witmer Middleton	43539013	
1066 Mt. Airy Road	Ossie Brown	42804013	38-2M-84
1072 Mt. Airy Road	George Grove Sr.	42895013	38-2M-152
1073 Mt. Airy Road	Sherman Taltoan	42903013	38-2M-151
1074 Mt. Airy Road	Arnold Mattson	42911013	38-2M-150
1075 Mt. Airy Road	Eugene Clark	42929013	38-2M-149
1076 Mt. Airy Road	Joanne Prouse	42937023	38-2M-148
Mt. Airy Road & Wagontown Rd	Soloman Drawhorn	44180013	38-2M-71
Telegraph Road (44 Beech St.)	John London	40436013	9-10-63
10 W. 10th Ave.	Shirley Fryberger	33326013	
20 W. 10th Ave.	Susan Woodcock	33327013	38-5C-97

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<u>ADDRESS</u>	<u>NAME</u>	<u>ACCOUNT NO.</u>	<u>PARCEL NO.</u>
22 W. 10th Ave.	David Coladonato	33324133	
24 W. 10th Ave.	Mario Charriez	33325023	38-5C-97.4
26 W. 10th Ave.	Charles Hughes III	33251013	
1403 Valley Road	Westwood Fire Co.	98003006	
Valley Road	L.F. Lambert Spawn Co.	85024007	
Valley Road	Eileen Lake	89086816	38-4-13
Valley Road	Samuel Smoker	89087016	38-4-16.1
1009 Valley Station Rd.	Lewis Rokins Jr.	43140013	38-3-3
1010 Valley Station Rd.	Harry Osbeck	43133013	38-3-4
1011 Valley Station Rd.	Martin Scull	43141023	38-3-5
1012 Valley Station Rd.	Robert Irwin	43158013	38-3-6
1013 Valley Station Rd.	Douglas Lambert Sr.	43331033	38-3-7
1014 Valley Station Rd.	Mousa&Lorraine Shihadeh	43349013	38-3-18
1015 Valley Station Rd.	Patricia Root	43356023	
1016 Valley Station Rd.	Daniel Fellenbaum	43364013	
1018 Valley Station Rd.	Tenant	43372013	
1019 Valley Station Rd.	B.J. Skiles	43380013	38-3-9
1020 Valley Station Rd.	Marvin McGinnis	43398013	38-3-22
1021 Valley Station Rd.	James D. Collins	43406013	
1022 Valley Station Rd.	Patricia Wilson	43166013	38-3-14
1201 Valley Rd.	New Account	85026027	
1251 Valley Rd. & (Heffner St.)	John Gill	98021006	38-5B-34
1059 Wagontown Rd.	T.H. & P.M. Fairbanks	44175013	38-2M-164
1060 Wagontown Rd.	New Account	42788023	
145 Wagontown Rd.	Harry Mackey	42713013	38-2H-1
1064 Wagontown Rd.	Scott DiBerardinis	42796023	38-2M-82
1080 Wagontown Rd.	Benjamin Wilson	42846013	38-2-22.2
150 Wagontown Rd.	Jonathan Inslee	42762013	38-2-22.1
Wagontown Rd.	Rudy Mareno	42721013	38-2H-2
147 Wagontown Rd.	Robert Clifton	42747013	38-2H-5
146 Wagontown Rd.	Charles Rodgers	42739013	38-2H-4
119 Waterworks Rd.	James Burke	42697013	28-9-50
117 Waterworks Rd.	Candace Thompson	42663033	
Wagontown Rd.	John MacDonald	43455013	
1094 Rock Run Road	Cornetta Miller	42820013	38-2-5
150A Wagontown Rd.	Peter Knecht	43521013	38-2M-163
1079 Wagontown Rd.	Edward Clark	42821013	38-2M-120
149 Wagontown Rd.	John March	42754013	38-2-22

LIST OF VALLEY TOWNSHIP OFFICIALS

The following officials of Valley Township shall be contacted in the order of priority listed whenever an interruption of bulk service to the Township occurs:

1. Lloyd Simmers
Coatesville, Pa 19320
383-5562 business telephone
380-1405 home telephone
350-4314 truck telephone
2. John E. High, Esquire
245 Glencrest Road
Coatesville, Pa 19320
431-7155 business telephone
431-4929 business telephone
384-3167 home telephone
3. Paul Neff
1603 Valley Road
Coatesville, Pa 19320
384-3199 home telephone
4. Doris Darlington, Township Secretary
6 Betsy Lane
Thorndale, Pa 19372
384-4071
5. Gary Swiger, Chief of Police
1035 B West Lincoln Highway
Coatesville, Pa 19320
384-8133 office telephone
380-1429 home telephone

Second Amended Appendix A-25

ADDENDUM NO. 1

AMENDMENT TO WATER SERVICE AGREEMENT VALLEY TOWNSHIP

WHEREAS, the City of Coatesville Authority (CCA) and the Township of Valley (Township) entered into a Water Service Agreement dated March 6, 1990, which set forth the terms and conditions which are to be applicable to the sale and delivery of water by CCA to the Township and within the Township; and

WHEREAS, Paragraph 5 of said Agreement provides for a water tap to be located at Airport Road and Route 30 to be known as the Lincoln Highway tap and, further, requires the Township to pay a capacity fee of \$100,000 for this tap in five equal annual payments of \$20,000 each to be due immediately prior to the time of the tap or by August 30, 1991; and

WHEREAS, Paragraph 6 of said Agreement provides for a water tap to be known as Highlands tap and, further, requires the Township to pay a capacity fee of \$116,000 for this tap in five equal annual payments of \$23,200 each to be due immediately prior to the time of the tap or by December 30, 1993; and

WHEREAS, it is the desire and intent of CCA and the Township to modify this agreement solely for the purpose of changing the dates by which the capacity fees for the Lincoln Highway and the Highlands taps shall be due unless the actual tap for each location occurs prior to the specified dates.

NOW, THEREFORE, CCA and the Township agrees that Paragraphs 5 and 6 of the said Agreement are hereby amended to read as follows:

5. CCA shall provide a second tap to Valley Township and said tap shall be located at Airport Road and Route 30 and said tap shall be known as the Lincoln Highway tap. Valley Township shall pay CCA a capacity fee of \$100,000.00 for this tap, payable in five equal annual installments of \$20,000.00 each. The first of the five equal annual installments of \$20,000.00 shall be due immediately prior to the time the tap is made or by August 30, 1994, whichever date occurs first regardless of whether the tap has been made or not. The Township will receive a bill for \$20,000.00 on the anniversary month in each of the four years following the initial installment payment of the capacity fee with respect to this tap. Payment shall be due thirty days after the invoice date and the prevailing CCA penalty rate will be applied to late payments.

With respect to the Lincoln Highway tap, once the peak daily usage exceeds 400,000 gallons per day, individual users in excess of 10,000 gallons per day will be assessed an additional capacity fee by Valley Township, said fee to be set according to CCA's rate schedule, and Valley Township shall pay said capacity fee to CCA. Valley shall notify CCA of any user of more than 10,000 gallons per day when such a user comes onto the Valley system, at which time the user shall be obligated to pay the additional capacity fee to Valley Township, which will, in turn, pay CCA such additional capacity fee.

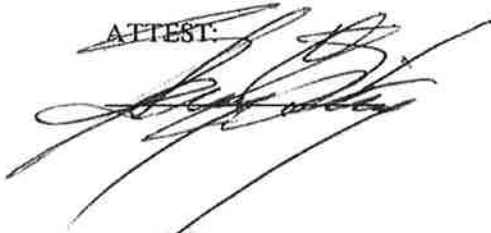
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6. CCA shall provide a third tap to Valley Township and said tap shall be known as the Highlands tap, and said tap shall be located as indicated on Exhibit "A". Valley Township shall pay CCA a capacity fee of \$116,000.00 for this tap, said capacity fee shall be payable in five equal annual installments of \$23,200.00 each. The first of the five equal annual installments of \$23,200.00 shall be due immediately prior to the time the tap is made, or by December 30, 1996, whichever date occurs first, regardless of whether the tap has been made. The Township will receive a bill for \$23,200.00 in the anniversary month in each of the four years following the year the initial installment payment was made for the capacity fee for this Highlands tap. Payment shall be due thirty days after the invoice date and the prevailing CCA penalty rate will be applied to late payments.

With respect to the Highlands tap, once the peak daily usage exceeds 400,000 gallons per day, individual users in excess of 10,000 gallons per day will be assessed an additional capacity fee by Valley Township, said fee to be according to CCA's rate schedule and Valley Township shall pay said capacity fee to CCA. Valley shall notify CCA of any user of more than 10,000 gallons per day when such a user comes onto the Valley system, at which time the user shall be obligated to pay the additional capacity fee to Valley Township, which will, in turn pay CCA such additional capacity fee.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered, and their respective corporate seals to be hereunto affixed by their respective duly authorized officers, this 23rd day of May, 1991.

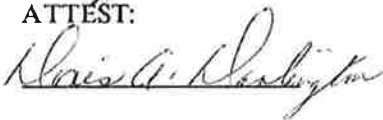
ATTEST:



CITY OF COATESVILLE AUTHORITY

By: William M. Rottger
Chairman, Board of Directors, CCA

ATTEST:



VALLEY TOWNSHIP

By: Joseph J. Jones
Chairman, Board of Supervisors

Page 2

^{Water}
SEWER SERVICE AGREEMENT BETWEEN WEST CALN TOWNSHIP,
VALLEY TOWNSHIP AND VALLEY TOWNSHIP AUTHORITY REGARDING
SERVICE TO HIGHLANDS CORPORATE CENTER

THIS AGREEMENT, made this 16 day of November, 1988, between WEST CALN TOWNSHIP, having its principal office located at P. O. Box 175, Wagontown, PA 19376, VALLEY TOWNSHIP, having its principal office located at 890 West Lincoln Highway, Coatesville, PA 19320; and VALLEY TOWNSHIP AUTHORITY, having its principal office located at 890 West Lincoln Highway, Coatesville, PA 19320, and existing under the Pennsylvania Municipalities Act of 1945, as amended and supplemented, and HIGHLANDS CORPORATE CENTER (Developer), having its principal office located at 1861 William Penn Way, Lancaster, PA 17601.

WITNESSETH:

WHEREAS, Highlands Corporate Center ("Developer") has filed, or is about to file, a plan for real estate development to be known as "Highlands Corporate Center"; and

WHEREAS, said plan contemplates a corporate real estate development which lies mostly in Valley Township and partly in West Caln Township; and

WHEREAS, West Caln Township desires to have a specific agreement for sewage treatment and water distribution, if available, for all parts of said proposed plan which will lie in West Caln Township; and

WHEREAS, Valley Township Authority is the owner of a sewer collection system in Valley Township, Chester County,

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Pennsylvania and is willing to provide service to Highlands Corporate Center for service in that portion of the said development physically located in West Cain Township.

WHEREAS, if Valley Township Authority has not, within thirty (30) days prior to the first building in Highlands Corporate Center being ready for occupancy, extended water service from the Airport Road 12" water main to Highlands Corporate Center in Valley Township Water and Sewer Authority's water pit located at the intersection of Airport Road and Highlands Boulevard East in the volume then needed, then in that event Developer is free to use such water as it requires from the Airport Road 12" water main on any terms it may negotiate with the Coatesville Water Authority. Subsequent buildout will be handled in exactly the same way as hereinabove provided for.

NOW, THEREFORE, the parties intending to be legally bound, agree as follows:

1. Valley Authority shall cause, or permit, the extension of its sewer service to that portion of Highlands Corporate Center lying in West Cain Township.
2. Highlands Corporate Center shall be bound by all rules, regulations and specifications of the Authority now existing, or which will be adopted, and as are changed from time to time without notice by Authority.

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3. The Township of Valley, lessee of Valley Township Authority, shall establish rates for use for, and collect sewage and water charges in accordance with the established rates as applied, if applicable, from Highlands Corporate Center who agree to pay said charges. All billings will be per connection per lot per the rates schedules of Valley Township.

4. Valley Township shall assume jurisdiction over said lines and equipment by acceptance or dedication thereof when all portions of said system are in place and operating to the satisfaction of Valley Township Authority engineers and West Caln Township engineers. Said sewage shall flow through the Valley Township Authority system. All cost including any engineering fees incurred by the Township of West Caln relative to the terms of the Agreement shall be borne by Highlands Corporate Center.

The charges shall be based on the rates for similar collections in Valley Township.

5. West Caln hereby approves the assessment of that portion of the High Associates Corporate Center lying in West Caln Township benefited by the installation thereof and consents to the assessment of said properties and collection thereof by any method adopted by Valley Township Authority or Valley Township.

*for water or
sewer
installatic*

6. The plans and estimated costs for and plans of said system have heretofore been submitted to and approved by West Caln Township.

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7. West Caln Township and Highlands Corporate Center hereby agree that no other sewer service provider, and water service provider, if applicable, shall serve the Highlands Corporate Center.

8. A copy of the Resolution of West Caln Township approving the ownerships of said lines by Valley Township Authority and the operation of said lines and related equipment by Valley Township is attached hereto and made part hereof.

9. This is an agreement for service by Valley Township and Valley Township Authority only for the limited connections to Highlands Corporate Center and in no way shall be construed as an attempt by either Valley Township or Valley Township Authority to extend their service areas beyond the boundaries of Valley Township or Highlands Corporate Center, or generally into West Caln Township. The large majority of the Highlands Corporate Center lies in Valley Township.

10. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania which are in effect as of the date of execution of this Agreement and shall bind the successors and assigns of the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

ATTEST:

Larry R. Deuleys

WEST CALN TOWNSHIP

BY:

[Signature]

David A. Worthington

VALLEY TOWNSHIP

BY:

William C. Falk, Jr.

David A. Worthington

VALLEY TOWNSHIP AUTHORITY

BY:

Paul W. King

J. Michael Kern

HIGHLANDS CORPORATE CENTER

BY:

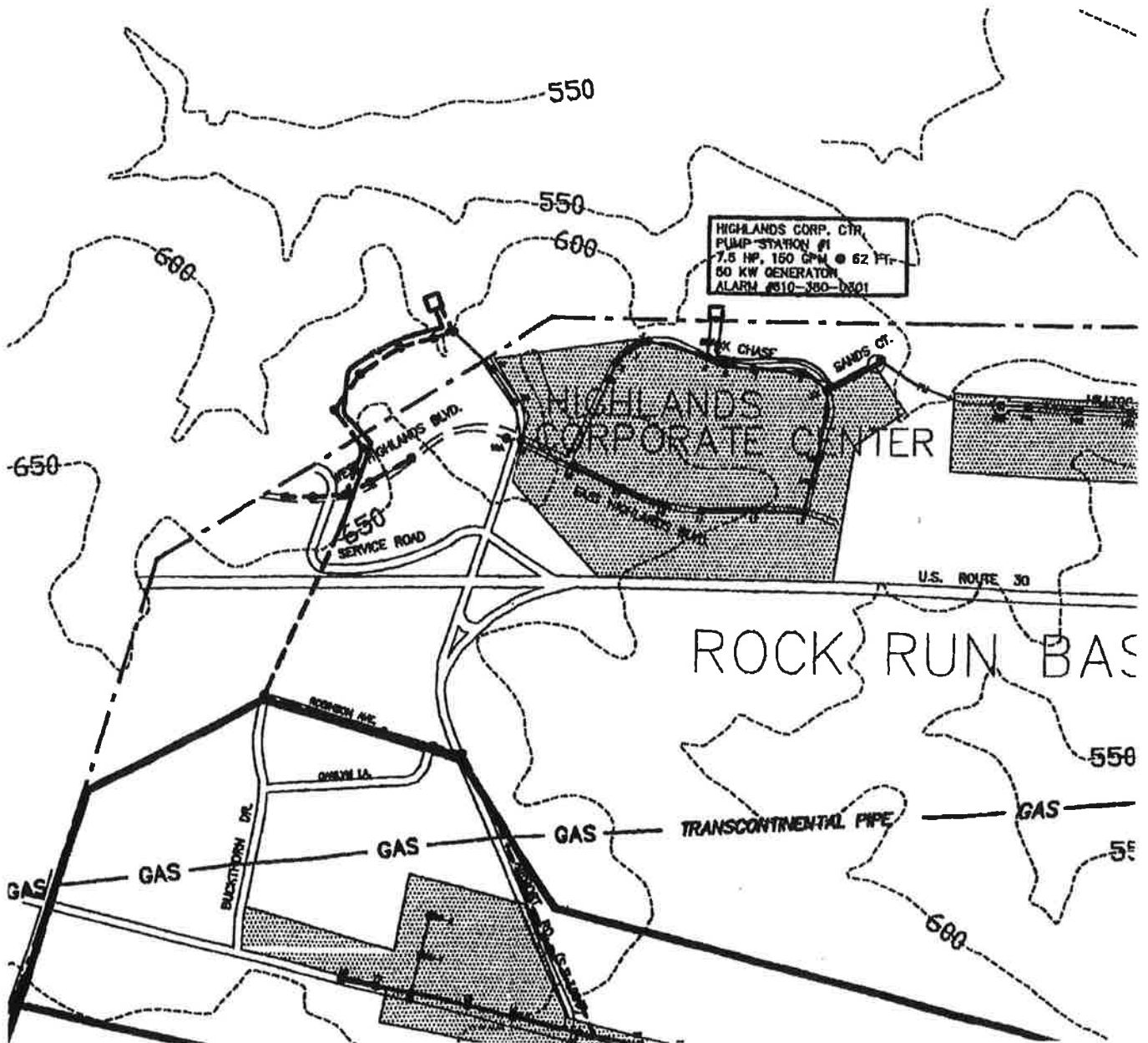
William G. High

Second Amended Appendix A-25

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DEP WATER MANAGEMENT

006



WATER CONVEYANCE AGREEMENT

City of Coatesville Authority/Valley Township
East Fallowfield Connection, Mount Carmel Road

THIS AGREEMENT, is made on 5th day of May, 1992, between the CITY OF COATESVILLE AUTHORITY, Chester County, Pennsylvania (CCA) and VALLEY TOWNSHIP, Chester County, Pennsylvania (hereinafter referred to collectively as Township).

WHEREAS, CCA is a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania, and owns and operates water treatment, transmission and distribution facilities providing public water service to various municipalities in and near the City of Coatesville; and

WHEREAS, the Township is also a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania, and provides a water supply and distribution system to residential, commercial, and industrial users within the Township connecting to the CCA water transmission system as one of the sources of water supply to provide service to its customers; and

WHEREAS, CCA and the Township have executed a Water Service Agreement between the municipalities which provides among other things for the joint use of the systems for conveyance of water through the Township water distribution system to serve CCA customers at locations outside of the borders of Valley Township.

NOW THEREFORE, it is agreed as follows:

ARTICLE I - DEFINITIONS.

The terms defined in this Article, wherever used or referred to in this Agreement, shall have the following respective meanings unless a difference clearly appears from the context.

Cost of Operation and Maintenance - A term used in the calculation of conveyance cost of jointly used water facilities in the Township. All costs incident to the operation of water distribution lines which are commonly used by the parties for the conveyance of water within and by the Township as well as the conveyance of water through the Township by CCA, said operation to be performed in an efficient and economical manner and leading to the maintenance thereof in a state of good repair during such period. Such costs shall include the cost of all maintenance labor, repairs, normal recurrent replacements, and reconstruction (repairs to basic construction) as may be necessary, all taxes, engineering, legal and superintendence expenses, and casualty and other insurance premiums during the previous calendar year divided by four (4) for the purpose of calculating quarterly billing.

Point of Connection - Point or points at which CCA connects to the Township water system to deliver as well as to receive water supply through the Township system.

ARTICLE II - STATEMENT OF INTENT.

The parties hereto agree that it is the intent of this Agreement to provide for the conveyance of water to a water distribution system in East Fallowfield Township operated by CCA through a portion of the Valley Township water system connected to the CCA twenty-four (24) inch water transmission main on Red Road north of Valley Road (Route 372) through Valley Township, south on Red Road and east on Valley Road to the end of the existing Township system at Maple Avenue, thence by new main to be constructed under the auspices of CCA east on Valley Road to Mount Carmel Road and south on Mount Carmel Road to the East Fallowfield Township line and to provide for payment to the Township by CCA for an equitable share of the cost of operation and maintenance of a jointly used conveyance facilities.

ARTICLE III - TERMS OF AGREEMENT

Section 1 - This Agreement shall be effective as of the above date and shall continue for an indefinite period from said date. Should CCA terminate the existing Water Service Agreement with the Township, this conveyance agreement between CCA and the Township shall be subject to renegotiation at that time, but the Township shall have no obligation to continue the conveyance agreement. Should the Township terminate the existing Water Service Agreement, the conveyance agreement between CCA and the Township shall continue in full force and effect.

Section 2 - The Township hereby grants to CCA the right to connect a water main to the Township's existing 12 inch diameter water main lying in the south side of Valley Road at the intersection of Valley Road and Maple Avenue, extend such main at 12 inches in diameter eastwardly along Valley Road to Mount Carmel Road and thence south on Mount Carmel Road to the East Fallowfield Township line for the purpose of conveying water from the Valley Township system to a proposed water distribution system to be operated by CCA in East Fallowfield Township. The agreement by Valley Township to convey water shall be subject to the payment of equitable fees to the Township to provide for the operation and maintenance of the jointly used lines as provided herein. Water flows conveyed through the Township system for CCA shall be deducted from, and not included in, metered flow used for billing of the Township by CCA, this metered flow being measured at the Township connection to CCA's system on Red Road north of Valley Road in the Township or in any limitation on the Township's right to purchase water as provided in the existing water service agreement and shall not be included in the calculation of any future tapping fees. For the purpose of determining the quantities of water to be conveyed to CCA's East Fallowfield Township Water Distribution System through the Valley Township Water System, a water meter installed in the water

pumping station for service to East Fallowfield Township on Mount Carmel Road shall be used to measure the flows of water. Maintenance of such a meter and responsibility for determining the flows registered on the meter shall be as provided hereinafter.

Section 3 - If the Township, at any future time, shall transfer title to its water system to any municipality or authority by deed or otherwise, it shall assign all its rights and interests in and under this Agreement to said municipality or authority and, upon such assignment, the assignee shall be subject to all obligations and entitled to receive all the rights and benefits of this Agreement, and the Township thereafter shall cease to be a party to this Agreement. This Agreement also shall be binding upon and inure to the successors and assigns of any party to this Agreement.

Section 4 - CCA and the Township agree that rules and regulations which are in effect for CCA for making of connections and use of the water system shall apply to the water system operated by CCA in East Fallowfield Township. CCA also agrees to enforce the provisions of such rules and regulations at all times.

Section 5 - The parties hereto agree to comply with all applicable present and future Pennsylvania or United States laws, as well as any rules, regulations, permits, orders and requirements lawfully made by any governmental body having jurisdiction and all applicable grant agreements, unless the same are being contested in good faith by appropriate proceedings.

ARTICLE IV - CONSTRUCTION OF COLLECTION AND CONVEYANCE FACILITIES - INTERCONNECTION

Section 1 - The parties hereto understand and agree it will be necessary for CCA to design, layout, and cause to have constructed water mains within the CCA areas of service in East

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Fallowfield Township as required. The ownership of said water mains will be by Agreement between CCA and East Fallowfield Township.

Section 2 - The water line connection from the Valley Township/ East Fallowfield Township line to the connecting point at Valley Road and Maple Avenue, the connecting point cited above, shall be constructed or caused to be constructed by CCA and shall be offered for dedication to the Township. If said offer is accepted, the Township shall own and maintain the said water line connection from the East Fallowfield Township line to the connecting point. Otherwise, if the offer of dedication is not accepted, CCA shall continue to own and maintain said line but no connections from Valley Township shall be permitted thereto.

Section 3 - The water main to be constructed from the connecting point shall be as outlined on final plans, approved by the Township and CCA.

Prior to the institution of a construction program by CCA to complete this interconnection, the following activities will be carried out to determine the practicality of such an interconnection or increase in flow:

- A. The respective engineers of each party will meet to exchange technical data regarding the proposed interconnection. This data will include:
1. The proposed point of connection.
 2. Anticipated initial flow.
 3. Anticipated ultimate flow.

4. Adequacy of delivering water main.
 5. Type of control and/or metering device.
 6. Estimated cost of upstream improvement, if required.
- B. The proposed interconnection flow will not be approved if the proposed demand on the Township water system will create excessive loss of head unless CCA agrees to compensate the Township adequately for corrective measures necessary to make the delivering main adequate for the proposed flow. If the delivering main is limited in capacity, water flows will be limited to the available capacity until such time as adequate capacity is made available.
- C. CCA shall secure all necessary easements, rights-of-way, and permits from all sources whatsoever as may be required to construct the main from the connecting point to the Township line. The consulting engineer of the Township shall have the right to approve the plans and to inspect the manner of the making of such connections between CCA and the Township water system; the same shall not be used until such time as the Township shall receive written notice from the Township's consulting engineer that the construction of such connection has been accomplished in accordance with the approved plans and specifications relating thereto. Neither the Township nor its consulting engineer shall unjustifiably delay approval.

Section 4 - At or before the commencement of actual water service CCA shall cause to have installed and thereafter at all times maintain the system water meter located in the pumping station proposed to be constructed on Mount Carmel Road in East Fallowfield Township. Said meter shall be subject to the approval of the Township. The expense of procurement, installation, and maintenance thereof shall be borne by CCA.

- A. The device(s) shall be inspected and calibrated, and tested for accuracy at least once every six months by a person or entity competent in the inspection and testing of such devices. Certified reports of such inspections shall be mailed directly to the Township. The cost of such inspection and the cost of any repair or replacement shall be borne by CCA. All repairs of meters of any type shall be accomplished within 30 calendar days of receipt of the inspection company's report attesting to the meter's malfunction.
- B. In the case of missing flow records due to faulty meter registration or otherwise, an estimate of flows will be made for the purposes of determining volume of water flow. This estimate will be based on an evaluation of past flow records as applied to present conditions, and as reviewed and approved by the engineers for both CCA and the Township.
- C. Meter records and the meter installations shall be made available and accessible to the Township. The record of water flow through recording meters operated and maintained by CCA will be read by CCA on the first days of January, April, July and October, showing the total and daily water flows accepted during the previous three-month period. The Township reserves the right to inspect and read meters upon 24 hour notice to CCA.
- D. The Township shall have the right, upon written request, to a calibration check of CCA's meter(s) at any time outside the normal scheduled calibration time for the purpose of checking its accuracy. This non-scheduled calibration will be performed by CCA as described in Section 4.A hereof. If results of such non-scheduled calibrations show that the meter(s) was malfunctioning by variations from actual flow of more than five (5) percent, then all costs of the non-

scheduled calibration and any repair or replacement will be paid by CCA. If no violation is found, then the Township shall pay all costs for the calibration.

ARTICLE V - MAINTENANCE, SAVE HARMLESS AGREEMENT, INSURANCE.

Section 1 - CCA and the Township agree, in regard to their respective distribution systems, to operate continuously and keep and maintain the same at all times in good repair and order, and in good and efficient operating condition, and to meet the standards prescribed by the Pennsylvania Department of Environmental Resources or of any other governmental authority having jurisdiction thereof.

Section 2 - The Township agrees to indemnify and save harmless CCA against all losses, costs, or damages on account of any injury to persons or property occurring in the performance of this Agreement because of the negligence of the Township, its respective servants, agents, or employees, or resulting from the failure of the lines leading thereto to function properly because of such negligence.

Section 3 - CCA agrees to indemnify and save harmless the Township against all losses, costs, or damages on account of any injury to persons or property occurring in the performance of this Agreement because of the negligence of CCA, its respective servants, agents, or employees, or resulting from the failure of the lines leading thereto to function properly because of such negligence.

Section 4 - CCA and the Township shall insure or cause to be insured their respective facilities (i.e., including but not limited to treatment plants, capital additions and transmission and distribution) lines in a responsible company or companies authorized and qualified to do business under the laws of the Commonwealth of Pennsylvania against loss or damage by fire and

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against such other risks in such amounts as usually are carried upon, or with respect to, like property in Pennsylvania. Immediately after any loss or damage to either parties' facilities or any part thereof, the affected party will commence and duly prosecute the repair, replacement, or reconstruction of the damaged or destroyed portion of its facilities, all according to the provisions as previously defined. Both parties will also maintain liability insurance with an aggregate limit in the amount of \$2,000,000 against any loss or injury to third persons or property of third persons as a result of fire, explosion, and other risk and casualty occurring to their respective facilities.

ARTICLE VI - CHARGES AND PAYMENTS.

Section 1 - Quarterly billings to CCA for the conveyance of CCA water through the Township system shall be delivered by the Township and shall be payable as provided hereinafter. Billing shall be based upon the proportionate share of the operating and maintenance costs of the commonly used lines to be determined by the following formula:

$$\text{Cost of Conveyance} = \text{OM} \times \text{L1/L2} + \text{OM} \times \text{F1/F2}$$

OM is the cost of operating and maintenance for the water distribution lines connected to the Red Road Tap in Valley Township. OM shall be determined by the Township subject to the review of the appropriate financial records by CCA, but shall not include the cost of operation or maintenance of wells, water storage tanks or pumping stations or the cost of water delivered to Valley Township by CCA.

L1 is the total length of commonly used lines.

L2 is the total length of all water distribution lines connected to the Red Road Tap.

4/23/92

L1 and L2 shall be determined from the mapping of the Township ~~water~~ sewer system.

F1 is the flow from the Valley Township system as metered by CCA for determination of ~~water~~ sewage flow. F1 shall be determined by meter readings.

F2 is the total flow in the commonly used lines. F2 shall be calculated by the Township subject to review and approval by CCA and using, where appropriate, metering records downstream of the connecting point.

The cost of conveyance shall be calculated on an annual basis or at the time of the connection made by CCA to the Township system or where significant changes (more than 10% of total connected daily flow) occur within the Valley Township system. Calculation for cost of conveyance shall be available for confirmation no less than thirty days before taking effect.

Section 2 - A one-time connection fee, in the amount of \$200 shall be paid by CCA to Township for, and at the time of, each connection of an individual dwelling unit, in the residential subdivision known as "Strasburg Hills", East Fallowfield Township, to CCA's water conveyance system in East Fallowfield Township.

ARTICLE VII - MISCELLANEOUS.

Section 1 - The failure of any party hereto to insist upon strict performance of this Agreement or any of the terms or conditions thereof shall not be construed as a waiver of any of its rights hereunder.

Section 2 - This writing constitutes the entire Agreement between the parties, and there are no other representations or agreements, verbal or written, other than those contained herein.

Section 3 - Whenever a notice is required to be given by mail, the following addresses shall be used unless a different address is specifically called for:

City of Coatesville Authority
114 East Lincoln Highway
Coatesville, Pennsylvania 19320

Valley Township
890 West Lincoln Highway
Coatesville, Pennsylvania 19320

Section 4 - This Agreement may be executed in any number of counterparts, each of which shall be properly executed by the Township and CCA, and all of which shall be regarded for all purposes as the original.

Section 5 - In the event that the Department of Environmental Resources of the Commonwealth of Pennsylvania, or any other regulatory body or governmental agency, shall fail or refuse to issue any permits for conveyance which may be necessary to accomplish the intent and purpose of this Agreement, the parties shall be relieved from further compliance with the terms of this Agreement until such time when such permit or permits shall be issued.

Section 6 - In the event that any disputes shall arise relative to the interpretation and/or application of the terms of this Agreement, the parties hereof do hereby agree to the following procedure to settle such matters:

- A. The parties, operators, and/or managers will attempt to discuss and solve the problem.

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4/23/92

- B. If Step "A" does not prove satisfactory, a joint committee comprised of three members (the solicitor, engineer, and an Authority Board member or supervisor) for each party will meet to attempt to solve the problem.

- C. If neither of the above steps proves successful, the dispute shall be resolved by decision of a panel consisting of the consulting engineer of each of the respective parties to the dispute, and an additional consulting engineer chosen by and acceptable to the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officers and their respective seals to be hereunto affixed on the day and year first above written.

CITY OF COATESVILLE AUTHORITY

Attest: *Pauline Guley* By: *Charles T. Williams*

VALLEY TOWNSHIP

By: *John Emerson*
John T. Kuebler

Attest: *Doris A. Harkley* *Walter Johnson*

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In re: Application of Pennsylvania-American Water Company :
under Section 1102(a) of the Pennsylvania Public Utility Code, 66 :
Pa C.S. § 1102(a), for approval of (1) the transfer, by sale, of :
substantially all of Valley Township's assets, properties and rights :
related to its water treatment and distribution system to : Docket No. A-2020-3019859, *et al.*
Pennsylvania-American Water Company, and (2) the rights of :
Pennsylvania-American Water Company to begin to offer or :
furnish water service to the public in Valley Township and in a :
portion of West Caln Township, Chester County, Pennsylvania. :

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving the above-referenced responses upon the persons and in the manner indicated below, which service satisfies the requirements of 52 Pa. Code §1.54 (relating to service by a party).

Service in the matter denoted below as follows on November 23, 2020

Tanya McCloskey, Acting Consumer Advocate
Erin Gannon, Senior Consumer Advocate
Office of Consumer Advocate
555 Walnut Street
Forum Place, 5th Floor
Harrisburg, PA 17101-1923
(*via electronic mail*)

John Evans, Director
Sharon Webb, Esquire
Office of Small Business Advocate
555 Walnut Street
Forum Place, 1st Floor
Harrisburg, PA 17101
(*via electronic mail*)

Erika L. McLain, Esquire
John M. Coogan, Esquire
Bureau of Investigation and Enforcement
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor, F West
Harrisburg, PA 17120
(*via electronic mail*)

Thomas Wyatt, Esquire
Michael A. Thom, Esquire
Obermayer, Rebmann, Maxwell & Hippel
LLP
1500 Market Square Suite 3400
Philadelphia, PA 19102
(*via electronic mail*)

Respectfully Submitted,



Susan Simms Marsh, Esquire
Attorney I.D. No. 044689
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
Phone: 717-550-1570
E-mail: susan.marsh@amwater.com

David P. Zambito, Esquire (PA ID 80017)
Jonathan P. Nase, Esquire (PA ID 44003)
Cozen O'Connor
17 North Second Street, Suite 1410
Harrisburg, PA 17101
(717) 703-5892
dzambito@cozen.com
jnase@cozen.com

Attorneys for
Pennsylvania-American Water Company