



ARCHITECTURE
CIVIL ENGINEERING
LAND PLANNING
SURVEYING

October 13, 2022

Via Electronic Mail

The Secretary of the Commission
Pennsylvania Public Utility Commission
400 North Street
Harrisburg , PA 17120

Re: Thompson Residential Development
Rail Safety Application/ Petition

To Whom It May Concern:

Please find enclosed the following documents for the above referenced project:

- Certificate of Service;
- Form W;
- PDF copy of Railroad crossing exhibit;
- Preliminary Approval LTR from New Garden Township;
- GP-5 Permit;
- ReLTEK standard License agreement for underground sewage pipe;
- PUC Submission Reciept

If you have any questions or need additional information, please feel free to contact me by phone at (610) 274-8613 or by email at Tom@HillcrestAssoc.com.

Sincerely,

Thomas Schreier, RLA
Vice President

C. Short Brothers, LLC
HC# 2488

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the participants, listed below, in accordance with the requirements of § 1.54 (*relating to service by participant*).

Aqua Pennsylvania; 762 W. Lancaster Ave., Bryn Mawr, PA 19010 mjbubel@aquaamerica.com
New Garden Township; 299 Starr Road, Landenberg, PA 19350 codes@newgarden.org
ReLTEK, LLC; 6 Terri Lane, Suite 300, Burlington, NJ 08016 ssampson@reltekservices.com
East Penn Railroad, LLC; 505 South Broad Street, Kennett Square, PA 19348 using asauer@regional-rail.com

Dated this 13th day of October, 2022.



(Signature)

**BEFORE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application Docket No. _____

In re: Application of Short Brothers, Inc. for approval of the alteration of the crossing AAR#274 by the installation of a Sanitary Force main where Thompson Road (T-402) crosses at grade the tracks of East Penn Railways, Inc. located in New Garden Township in Chester County.

To Pennsylvania Public Utility Commission:

1. The name and address of applicant are Short Brothers, Inc. Po Box 3085 West Chester, PA 19381
2. The name and address of applicant's attorney are Riley Riper Hollin & Colagreco; Attn: John A. Jaros 717 Constitution Drive, Suite 201, Po Box 1265 Exton, PA 19341
3. The applicant has received preliminary approval from New Garden Township for a 51 Lot single-family residential development. For the development to be served by public sewer, the applicant needs to tie-into the manhole located at the southwest corner of the intersection of Thompson Road and Baltimore Pike SR 3046. To tie-in at this location, among other things, a railroad crossing is required.
4. The applicant is looking to jack and bore a 12" crush proof steel casing pipe to encapsulate the sanitary sewer force main under the railroad crossing approximately 7.9' below grade as shown within Exhibit A enclosed. Post- construction, the force main will be maintained by Aqua Pennsylvania.
5. Aqua Pennsylvania; 762 W. Lancaster Ave., Bryn Mawr, PA 19010
New Garden Township; 299 Starr Road, Landenberg, PA 19350
ReLTEK, LLC; 6 Terri Lane, Suite 300, Burlington, NJ 08016
East Penn Railroad, LLC; 505 South Broad Street, Kennett Square, PA 19348

6. Cost estimate below:

Item Description	Estimated Quantity	Unit Price	Total Price
4" DR-11 Fore Main Directional Drill	60 LF	\$35.19	\$2,111.40
Jack and Bore 12" Steel Casing	60 LF	\$535.63	\$32,137.80
Total			34,249.20

7. The alteration is necessary or proper to allow the proposed 51-lot subdivision to be served by public sewer. As this utility is necessary for the development, we respectfully request that this application be expedited, if possible, through the PUC.

Wherefore, applicant prays your Honorable Commission to approve the application:



(Signature of Applicant)

§ 1.36. Verification.

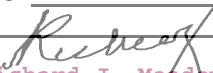
(a) Applications, petitions, formal complaints, motions and answers thereto containing an averment of fact not appearing of record in the action or containing a denial of fact shall be personally verified by a party thereto or by an authorized officer of the party if a corporation or association. Verification means a signed written statement of fact supported by oath or affirmation or made subject to the penalties of 18 Pa. C.S. §4904 (relating to unsworn falsification to authorities). If verification is required, notarization is not necessary.

(b) The Verification form should comply substantially with the following:

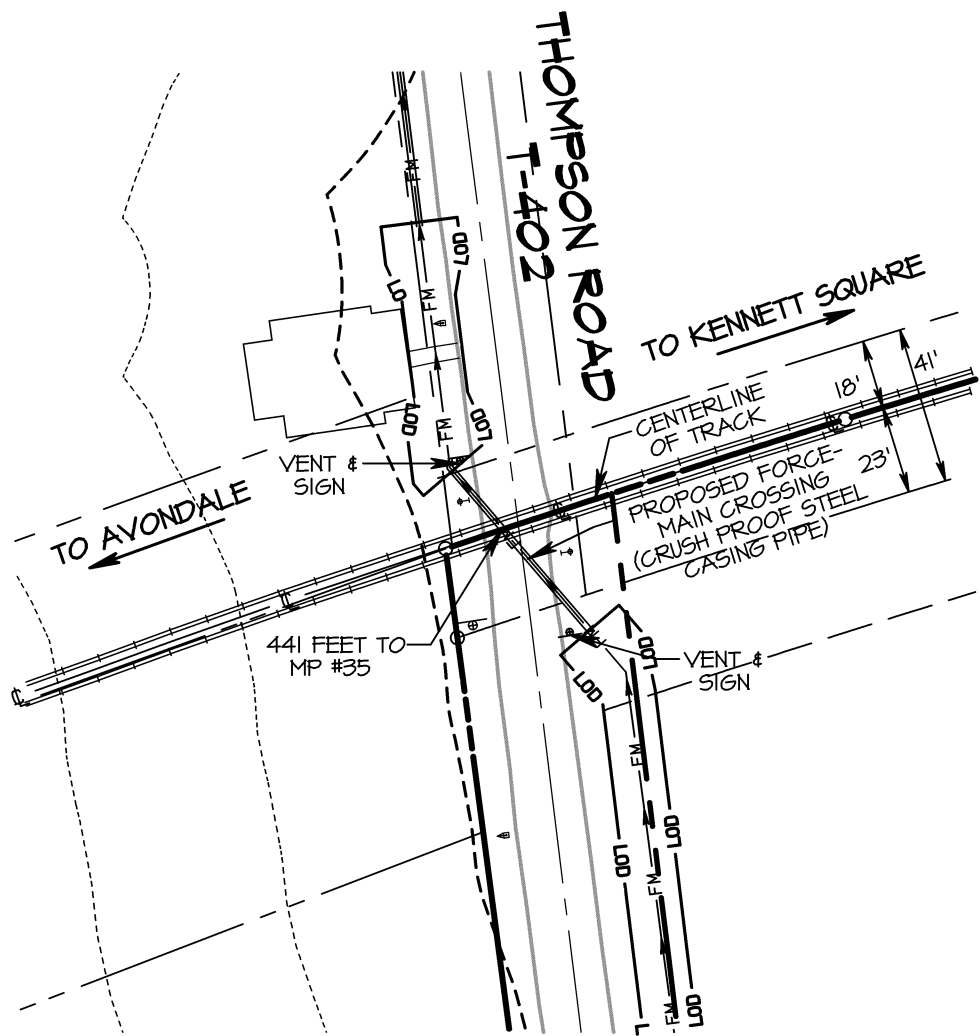
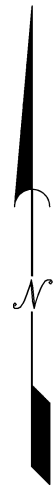
VERIFICATION

I, Richard Meadows, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Date: 13 October 2022


Richard J. Meadows
President
SBCM, Inc.

(Signature)



RAILROAD CROSSING PLAN

SCALE: 1"=50'

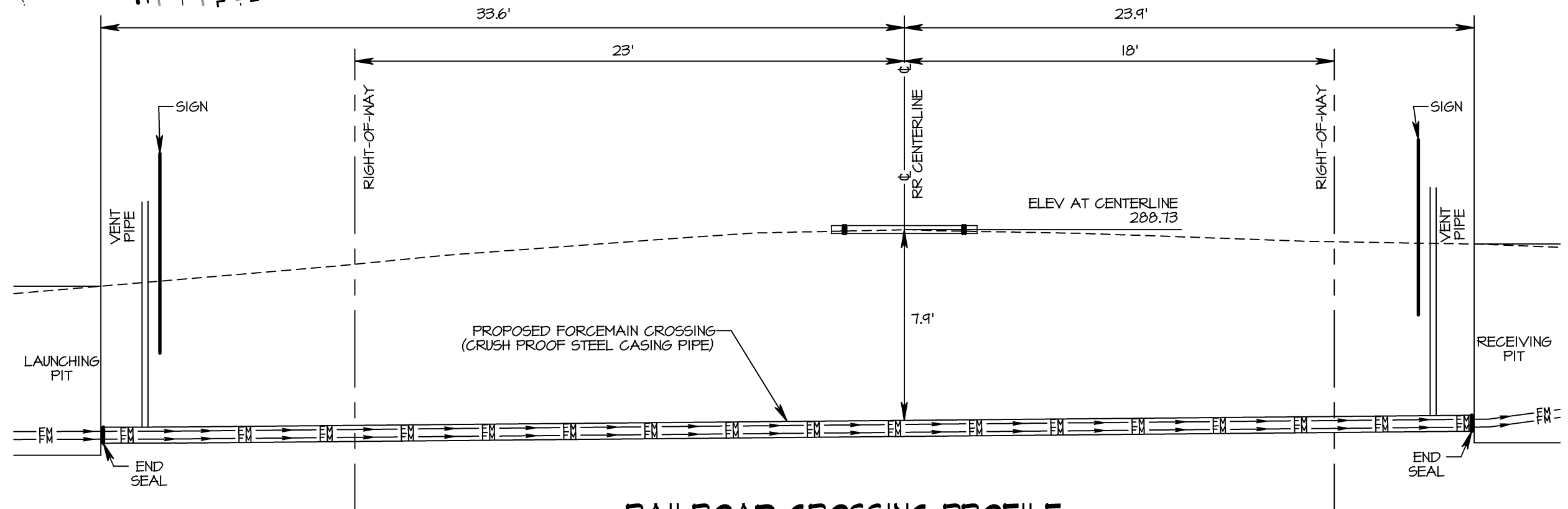


EXHIBIT A
 EAST PENN RAILWAYS INC
 FORCE MAIN CROSSING
 AGREEMENT WITH
 AQUA PA
 441 FEET TO MP 35

 NEW GARDEN TOWNSHIP
 CHESTER COUNTY, PENNSYLVANIA
 05-28-2021



THOMPSON ROAD T-402
 RAILROAD CROSSING PLAN
 NEW GARDEN TOWNSHIP
 CHESTER COUNTY, PENNSYLVANIA



RAILROAD CROSSING PROFILE

SECTION LOOKING WEST
 SCALE: HORIZ: 1"=5'; VERT: 1"=5'

DATE:	5-28-21	REVISION:	
DRAWN BY:	RTN	REV PER:	RELTEK REVIEW
CHECKD. BY:	CHK		
PROJ. NO.:	2409		
SCALE:	A5 NOTED		
CAD FILE NAME:	2409BDD.FXD		

Date of Mailing of Notice of Decision:

March 9, 2022

Short Brothers, Inc.
PO Box 3085
West Chester, PA 19311

Re: Short Brothers Inc.
Final Subdivision and Land Development Approval
New Garden Township, Chester County

To Whom It May Concern:

As required by Section 508 of the Pennsylvania Municipalities Planning Code, this correspondence will serve to memorialize the decision rendered by the Board of Supervisors on Tuesday, February 22, 2022, conditionally approving the Final Land Development Plan application of Short Brothers, Inc. (the "Applicant"). The Applicant is proposing to construct fifty one (51) single family detached dwellings on UPI Nos. 60-2-78 and 60-2-82, located in New Garden Township, Chester County, Pennsylvania.

The conditions of final subdivision and land development approval are set forth below. It is the understanding of the Board of Supervisors and the Township Solicitor that each of these conditions is acceptable to the Applicant.

The Final Land Development Plan as referenced in this correspondence is a set of plans prepared by Hillcrest Associates, titled "Final Subdivision Plan of Thompson Property", dated September 2, 2020, last revised January 7, 2022.

Waivers and modifications were granted at the time of preliminary plan approval, and were reaffirmed at final approval, from §§ 170-20.B(4)(A)(5) and 170-49 of the Subdivision and Land Development Ordinance (the "SALDO") to only locate trees with a caliper size of six inches and greater within the limit of disturbance, § 170-49.1.B(2) of the SALDO to allow common open space to be divided by a public street. An additional modification was granted from § 200-179.C(3) to allow maximum 33% slopes within protected steep slopes, to allow for construction of a retaining wall, and to minimize overall disturbance of protected steep slopes.

Along with the granting of the waivers and modifications listed above, the Board of Supervisors also approved the Final Land Development Plan subject to the following conditions:

1. Applicant shall comply in all material respects with any outstanding comments set forth in the ARRO review letter dated January 12, 2022, to the satisfaction of the Township's consultants, as supplemented by the conditions of final plan approval contained herein.
2. Applicant shall comply in all material respects with any outstanding comments set forth in the McMahon Associates review letter dated January 13, 2022, to the satisfaction of the Township's consultants, as supplemented by the conditions of final plan approval contained herein.
3. Applicant shall comply in all material respects with any outstanding comments set forth in the Chester County Planning Commission review letter dated January 21, 2022, to the satisfaction of the Township's consultants, as supplemented by the conditions of final plan approval contained herein.
4. Applicant shall comply in all material respects with any outstanding comments set forth in the aforementioned AECOM review letter, dated December 14, 2021, to the satisfaction of the Township's consultants, as supplemented by the conditions of final plan approval contained herein.
5. Applicant shall provide to the Township a GP5 permit, or other appropriate state and federal approvals, for the construction of the force main crossing of the unnamed tributary on the property and for any excavation within floodplain areas.
6. Applicant shall provide the Township with a copy of its NPDES permit when received.
7. Applicant shall prepare and record a homeowner's association declaration to the satisfaction of the Township.
8. All conditions of preliminary plan approval that have not already been resolved are incorporated herein as if set forth at length.
9. The approved land development plans shall not be released for recording, and construction may not commence, until sewage planning for the property is approved by the Pennsylvania Department of Environmental Protection.
10. Applicant shall execute all standard agreements required for this land development, including those required agreements pursuant to §§ 170-14, 170-15, and 165-38.
11. Applicant shall pay all outstanding Township invoices within thirty (30) days of receipt thereof.

Please confirm, in writing, the acceptance by Short Brothers, Inc., of the terms set forth above, within 15 days of the date of this correspondence, by having an authorized representative sign the enclosed copy and returning the same to this office.

Very truly yours,

LAMB MCERLANE PC

By: 
William R. Christman III

The above condition is accepted and agreed to this ___ day _____, 2022.

Short Brothers, Inc.

Attest:

By: _____

By: _____

Name/Title: _____

Enclosure

cc: Ramsey Reiner, Township Manager
Chris Adamek, Zoning Officer
John Jaros, Esquire
Thomas A. Schreier, RLA
Nathan Cline, PE
Christopher J. Williams, PE



*Signed 10/10/21
L.J. Z...*

**CHAPTER 105 WATER OBSTRUCTIONS AND ENCROACHMENT
GENERAL PERMIT REGISTRATION**

SECTION A. APPLICANT INFORMATION					
<input type="checkbox"/> FERC Natural Gas Activity Docket Number _____ Type of Facility _____ Has a Water Quality Certification (WQC) request been sent to DEP? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Activity Subject to FERC approval and/or Oil & Gas Exploration, Production, Storage or Transmission if the activity is regulated by FERC and provide the FERC docket number.					
Applicant's Name / Client SBCM, Inc. t/a Short Brothers		DEP Client ID# (if known)		Employer ID# (EIN)	
Client Information - Please select Client Type / Code from drop down box under the correct entity shown below. (or may be written in) ↓					
Government		Non-Government		Individual	
		PACOR Pennsylvania Corporation			
Mailing Address 121 W. Miner Street, Suite 100			City West Chester	State PA	ZIP + 4 19382
Contact Person – Last Name Meadows		First Rich	MI	Suffix Mr.	Telephone. (610) 692-3671
Email Address shortbrothers@hotmail.com					
SECTION B. CONSULTANT INFORMATION (If applicable) <input type="checkbox"/> N/A					
Contact Person – Last Name Gochnauer		First Bradly	MI J	Suffix Mr.	Consultants Title President
				Consulting Firm Vortex Environmental, Inc.	
Mailing Address 2819-I Willow Street Pike North			City Willow Street	State PA	ZIP + 4 17584
Telephone (717) 468-4949		Fax ()		Employer ID# (EIN)	
Email bgochnauer@vortexenvironmental.com					
SECTION C. PROJECT INFORMATION					
Project / Site Name Thompson Property			DEP Site ID# (if known or leave blank)		
Client Relationship - Please select Site-to-Client Relationship / Code from drop down box to the right. (or may be written in) →			Double-click on shaded area below to select correct Site-to-Client Relationship / Code ↓ OWN Owner		
County Chester	Municipality <input type="checkbox"/> City <input type="checkbox"/> Borough <input checked="" type="checkbox"/> Township New Garden		Note: Municipal & County Notification is Required		
Site Location / Address Thompson Road		City Kennett Square	State PA	ZIP + 4 19348	
Collection Method: <input type="checkbox"/> EMAP <input checked="" type="checkbox"/> HGIS <input type="checkbox"/> GISDR* <input type="checkbox"/> ITPMP <input type="checkbox"/> GPS <input type="checkbox"/> WAAS <input type="checkbox"/> LORAN					
Check the horizontal reference datum (or projection datum) employed in the collection method.					
EMAP and HGIS (PNDI) have known datum and do not require checking here. <input type="checkbox"/> NAD27 <input type="checkbox"/> NAD83 <input type="checkbox"/> WGS84					
(GEO84) LAT.: 39.834613		LONG.: -75.737050			

NOTE: A Submerged Lands License Agreement (SLLA) with an annual fee, if applicable, may also be required for your project. You will be notified if an SLLA is required.

The Aquatic Resources Impact Table (SECTION E. PROPOSED IMPACTS) must be completed or equivalent submitted for this registration to be complete.

SECTION D. REGISTRATION CHECKLIST AND REQUIREMENTS

Please place an "X" next to each item (1-9) to ensure it is completed and/or provided.

Unless otherwise specified, all items are required to ensure a complete Registration package.

****Provide ONE (1) ORIGINAL and ONE (1) COPY of the Registration package****

Please provide a copy of the Registration form to the Municipality & County in which the work will be performed. Proof of receipt is not required to be provided to DEP.

1. REGISTERING A GENERAL PERMIT (GP) check all that apply

Federal, State, county or municipal agencies or municipal authorities:

EXEMPT from fees

<input type="checkbox"/>	GP-1	Fish Habitat Enhancement Structures.....	Per Project	\$ 50	= \$ _____
<input type="checkbox"/>	GP-2	Small Docks and Boat Launching Ramps	Per Dock / Ramp _____ (#) x	\$ 175	= \$ _____
<input type="checkbox"/>	GP-3	Bank Rehabilitation, Bank Protection and Gravel Bar Removal.....	Per Project _____ (#) x	\$ 250	= \$ _____
<input type="checkbox"/>	GP-4	Intake and Outfall Structures.....	Per Structure _____ (#) x	\$ 200	= \$ _____
<input checked="" type="checkbox"/>	GP-5	Utility Line Stream Crossings	Per Individual Utility <u>1</u> (#) x <u>2</u> (#) x	\$ 250	= \$ <u>500</u>
<input type="checkbox"/>	GP-6	Agricultural Crossings and Ramps	Per Crossing / Ramp _____ (#) x	\$ 50	= \$ _____
<input type="checkbox"/>	GP-7	Minor Road Crossings ²	Per Crossing _____ (#) x	\$ 350	= \$ _____
<input type="checkbox"/>	GP-8	Temporary Road Crossings ²	Per Crossing _____ (#) x	\$ 175	= \$ _____
<input type="checkbox"/>	GP-9	Agricultural Activities	Per Project	\$ 50	= \$ _____
<input type="checkbox"/>	GP-10	Abandoned Mine Reclamation	Per Project	\$ 500	= \$ _____
<input type="checkbox"/>	GP-11	Maintenance, Testing, Repair, Rehabilitation, or Replacement of Water Obstructions and Encroachments ¹		\$ 750	+
<input type="checkbox"/>		Temporary Disturbance (\$400/0.1ac).....	_____ acres x \$4,000 =	\$ _____	+
<input type="checkbox"/>		Permanent Disturbance (\$800/0.1ac).....	_____ acres x \$8,000 =	\$ _____	= \$ _____
<input type="checkbox"/>	GP-15	Private Residential Construction in Wetlands ¹		\$ 750	+
<input type="checkbox"/>		Temporary Disturbance (\$400/0.1ac).....	_____ acres x \$4,000 =	\$ _____	+
<input type="checkbox"/>		Permanent Disturbance (\$800/0.1ac).....	_____ acres x \$8,000 =	\$ _____	= \$ _____
				GP(s) FEE subtotal (b)	\$ 500

	Applicant Entry	DEP Use Only
2. Location Map (USGS quad map) with project site marked:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3. Color Photographs with dates, locations, and descriptions: <input type="checkbox"/> GP-3 <input type="checkbox"/> GP-11 <input type="checkbox"/> N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Project Description: (Example: Linear pipeline project using multiple GP-5's and GP-8's; One GP-7 for an access road to my property) A proposed sanitary sewer force main crossing of two (2) stream channels along Thompson Road. The two (2) sewer force main crossings will require a General Permit #5. The proposed sanitary sewer force main will service a proposed residential development along Thompson Road.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
5. Site Specific and/or Standard Drawings are (required for all) project's GP activities. For Activities that qualify for GP-7 or GP-11 Plans, specifications, and reports for bridges and culverts across a stream which are to be used by the general public such as an access to an industrial, commercial or residential development, etc., shall be prepared by a registered professional engineer and shall be affixed with their seal and certification which shall read as follows on the drawings: If the project includes a bridge or culvert replacement or the proposed work will change the waterway opening, please complete and provide the <u>Bridge and/or Culvert Replacement Projects or Projects That Change the Waterway Opening (3150-PM-BWEW0552B)</u> worksheet. If the project consists of similar work (replacement or change in waterway opening) on more than one structure, provide the data requested for each structure included in this Registration package. <i>"I (name) do hereby certify pursuant to the penalties of 18 Pa. C.S.A. Sec. 4904 to the best of my knowledge, information and belief, that the information contained in the accompanying plans, specifications, and reports has been prepared in accordance with accepted engineering practice, is true and correct, and is in conformance with Chapter 105 of the rules and regulations of the Department of Environmental Protection."</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
6. Proposed Project Purpose depicting the site of the projects GP activities and impacts. Briefly discuss the need for the authorization.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
7. Erosion & Sediment Control Plan (E&S Plan) (Required for all GP's but specifically required with submission with a registration of GP-11 or GP's for oil and gas related activities submitted to DEP.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Pennsylvania Natural Diversity Inventory (PNDI): PNDI Search Receipt and clearance letters, if available. See additional requirements for submission with Avoidance Measures and/or Potential Impacts.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
9. Activities which impact wetlands: (For State Regulated Impacts) Please place an "X" next to the appropriate box indicating the information provided: <ul style="list-style-type: none"> > N/A because no wetland impacts are proposed or no compensatory mitigation is necessary. <input type="checkbox"/> > A wetland delineation with complete data sheets in accordance with the 1987 Corps of Engineers Wetland Delineation Manual AND the appropriate Regional Supplements to the Corps of Engineers Wetland Delineation Manual for use in Pennsylvania. <input checked="" type="checkbox"/> > If direct or indirect wetland impacts are greater than 0.05 acre, a compensatory mitigation plan in accordance with the Department's Replacement criteria which provides compensation for both affected acreage, and functions at a minimum of one to one ratio. <input type="checkbox"/> > If compensatory mitigation onsite is determined not feasible: A check, number _____, in the amount of \$ _____ payable to the National Fish and Wildlife Foundation, N.A. 1237, as compensatory mitigation for _____ acres of impact in wetlands, in accordance with the Pennsylvania Wetland Replacement Project. <input type="checkbox"/> (Additional Mitigation May Be Required by U.S. Army Corps) <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NOTE: If the Pennsylvania Wetland Replacement Fund is proposed to be used as compensatory mitigation for waters of the Commonwealth the U.S. Army Corps of Engineers may also require additional mitigation if the proposed activity impacts waters of the United States.		

SECTION F. CERTIFICATION

I certify under penalty of law that the information provided in this permit registration is true and correct to the best of my knowledge and information and that I possess the authority to undertake the proposed action. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. (If any of the information and/or plans is found to be in error, falsified, and/or incomplete, this authorization/verification may be subject to modification, suspension, or revocation in accordance with applicable regulations.) I further certify that this project complies with all the conditions of the general permit.

W. Joseph Liberto / SBCMA, Inc.

Signature of Applicant / Owner

10/18/21
Date

W. JOSEPH LIBERTO

Typed / Printed Name

SECT. / TRAS.

Typed / Printed Title

This General Permit shall not be effective until the owner has had their E&S Plan reviewed by the appropriate Regional Office or District, and, where required, obtained an SLLA from DEP.

THIS ACKNOWLEDGED COPY OF THIS GENERAL PERMIT REGISTRATION PACKAGE AND THE E&S PLAN MUST BE AVAILABLE AT THE PROJECT SITE DURING CONSTRUCTION.

SECTION G. DECISION / DISPOSITION – COMPLETED BY DEP

Decision Review:

Govind Daryani

DEP / District Reviewer Signature

GP 051501221-019

Govind Daryani

Reviewer's Typed / Printed Name

GP _____

NOTE: See Aquatic Resource Impact Table for any additional authorizations.

Disposition Status

Comments

- | | | | | |
|-------------------------------------|-------------------------|---------------------------------------|--|-------|
| <input checked="" type="checkbox"/> | ACKNOWLEDGED | Date | <u>2/15/2022</u> | _____ |
| | SLLA Required | <input type="checkbox"/> Yes Attached | <input checked="" type="checkbox"/> No | _____ |
| <input type="checkbox"/> | INCOMPLETE / DEFICIENCY | Date | _____ | _____ |
| <input type="checkbox"/> | EXTENSION REQUEST | Date | _____ | _____ |
| <input type="checkbox"/> | WITHDRAWN | Date | _____ | _____ |

NOTE: If the GP registration information is incomplete a copy of this registration form and requested additional information will be sent to the applicant. A copy of the returned registration form and additional information must be re-submitted within 60 calendar days unless extended by the extension date listed above.

FEDERAL AUTHORIZATION

- Non-reporting PASPGP verification / authorization attached.
- Reporting – A copy of this General Permit registration package has been sent to the U.S. Army Corps of Engineers. Separate federal authorization may be required

NOTE: Please be advised that if the reporting box is checked you do not have Federal authorization for this project and such authorization may be required prior to starting your project. In accordance with Section 404 of the Clean Water Act, a Department of the Army authorization is required for the discharge of dredged and/or fill material into waters of the United States, including jurisdictional wetlands. Section 10 of the Rivers and Harbors Act also requires Department of the Army authorization for any work in, over, or under a navigable water of the United States. In accordance with procedures established with the U.S. Army Corps of Engineers, you will be contacted directly by the Corps regarding Federal Authorization.

PENNSYLVANIA STATE PROGRAMMATIC GENERAL PERMIT – 6
(PASPGP-6)
July 1, 2021

Please note: the full text of the PASPGP-6 may be viewed on the Baltimore District web site at <http://www.nab.usace.army.mil/Missions/Regulatory/PermitTypesandProcess.aspx> or by calling the Corps at 814-235-0570

Permittee:

Date of PASPGP-6 Verification:

State Authorization(s):

Corps District:

Baltimore District

U.S. Army Corps of Engineers State College Field Office
1631 South Atherton Street
Suite 101
State College, Pennsylvania 16801-6260
Email: NAB-Regulatory@usace.army.mil

Philadelphia District

U.S. Army Corps of Engineers
Wanamaker Building
100 Penn Square East Regulatory Branch
Philadelphia, Pennsylvania 19107-3390
Email: PhiladelphiaDistrictRegulatory@usace.army.mil

Pittsburgh District

U.S. Army Corps of Engineers, Regulatory Branch
William S. Moorhead Federal Building, 20th floor
1000 Liberty Avenue
Pittsburgh, Pennsylvania 15222-4186
Email: Regulatory.Permits@usace.army.mil

It has been determined that your proposed project, which includes the discharge of dredged and/or fill material and/or the placement of structures into waters of the United States, including wetlands, qualifies for federal authorization under the provisions of Section 404 of the Clean Water Act and /or Section 10 of the River and Harbor Act of 1899, under the terms and conditions of the PASPGP-6.

All activities authorized under PASPGP-6 must comply with all conditions of the authorization, including General, Procedural, and Special Conditions. Failure to comply with all the conditions of the authorization, including project special conditions, will constitute a permit violation and may be subject to criminal, civil, or administrative penalties, and /or restoration.

The authorized activity must be performed in compliance with the following General Conditions to be authorized under PASPGP-6:

General Conditions:

1. Permit Conditions: The permittee shall conduct all work and activities in waters of the United States, including jurisdictional wetlands, in strict compliance with the approved authorization/verification including all final maps, plans, profiles, and design specifications.
2. 401 State Water Quality Certification (SWQC) Conditions: The permittee shall comply with the following conditions unless a project specific SWQC is required as identified below:
 - a. Prior to beginning any activity authorized by the Corps under PASPGP-6, the applicant shall obtain from the Department all necessary environmental permits, authorizations or approvals, and submit to the Department environmental assessments and other information necessary to obtain the permits and approvals, as required under state law, including The Clean Streams Law (35 P.S. §§ 691.1—691.1001), the Dam Safety and Encroachments Act (32 P.S. §§ 693.1—693.27), the Surface Mining Conservation and Reclamation Act (52 P.S. §§ 1396.1—1396.19b), the Noncoal Surface Mining Conservation and Reclamation Act (52 P.S. §§ 3301—3326), the Bituminous Mine Subsidence and Land Conservation Act (52 P.S. §§ 1406.1—1406.21), the Coal Refuse Disposal Control Act (52 P.S. §§ 30.51—30.66), the Solid Waste Management Act (35 P.S. §§ 6018.101—6018.1003), the Hazardous Sites Cleanup Act (35 P.S. §§ 6020.101—6020.1305), the Land Recycling and Environmental Remediation Standards Act (35 P.S. §§ 6026.101—6026.908), 58 Pa.C.S. §§ 3201—3274 (related to development), the Air Pollution Control Act (35 P.S. §§ 4001—4015), the Storage Tank and Spill Prevention Act (35 P.S. §§ 6021.101—6021.2104) and the regulations promulgated thereunder, including 25 Pa. Code Chapters 16, 71, 77, 78, 78a, 86—91, 92a, 93, 95, 96, 102, 105, 106, 127, 245 and 260a—299.
 - b. Fill material may not contain any wastes as defined in the Solid Waste Management Act.
 - c. Applicants and projects eligible for the PASPGP-6 must obtain all state permits or approvals, or both, necessary to ensure that the project meets the state's applicable water quality standards, including a project-specific SWQC.

Note: As part of PADEP's issuance of 401 SWQC for PASPGP-6 on February 12, 2021, the following was included to clarify the meaning of this condition:

This 401 SWQC is only available for projects that do not require any federal authorization other than authorization from the Corps under Section 404 of the Act or Section 10 of the Rivers and Harbors Act of 1899. Applicants seeking authorization for activities not eligible for coverage under PASPGP-6, or for activities that require another federal authorization (such as an interstate natural gas pipeline, a gas storage field or a nuclear or hydroelectric project requiring authorization by another federal agency), must submit a request to the Department for a project-specific SWQC. The scope of the issuance of this SWQC is related only to the scope and applicability of the proposed PASPGP-6. Any activity or project requiring the Department to

issue 401 SWQC that is beyond the scope of the proposed PASPGP-6 or other programmatically issued SWQC (e.g. Nationwide Permits) will require the applicant to obtain a project-specific SWQC from the Department. This would include any activity or project requiring a SWQC associated with an authorization, permit or license issued by a federal agency, such as Federal Energy Regulatory Commission or Nuclear Regulatory Commission. Such activities or projects include, but are not limited to, an interstate natural gas pipeline, a gas storage field or a nuclear or hydroelectric project.

3. Terms and Conditions Related to Coastal Zone Management Act (CZMA) Certification: For those projects located within Pennsylvania's Coastal Zones, Non-Reporting Activities have General CZMA consistency determination and Reporting Activities must obtain individual CZMA consistency determination (see General Condition 30(b)).
4. Aquatic Life Movements: No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless crossing cannot be used, then culverts should be designed, constructed, and appropriately depressed, if possible, below the stream invert to minimize adverse effects to aquatic life movements.
5. Threatened and Endangered Species: By signing the Pennsylvania Natural Diversity Inventory (PNDI) receipt, the permittee has agreed to comply with all avoidance measures identified by the PNDI receipt. The applicant may also agree in writing to comply with all avoidance measures identified in U.S. Fish and Wildlife Service (USFWS) correspondence, including IPaC, as part of the application. To ensure compliance with the Endangered Species Act (ESA), those avoidance measures associated with federally listed, threatened, or endangered species are a condition of the PASPGP-6 verification, unless modified by the Corps.

If an activity is verified under the PASPGP-6, and a federally listed, threatened, or endangered species, or proposed species, is subsequently found to be present, all work must cease, and the Corps and USFWS (or National Marine Fisheries Service (NMFS)) must be notified by telephone immediately (contact information below). The PASPGP-6 verification is automatically suspended without additional notification to the permittee and will not be re-issued until consultation pursuant to Section 7 of the ESA is concluded and adverse effects to federally listed, threatened, endangered, and proposed species are avoided, or incidental take authorization issued.

Furthermore, persons have an independent responsibility under Section 9 of the ESA to avoid any activity that could result in the "take" of a federally listed species.

USFWS:
 Pennsylvania Field Office
 110 Radnor Rd; Suite 101
 State College, PA 16801
 office phone: 814 234-4090
 fax: 814-234-0748 or 814 206-7452

NMFS:
 Ms. Jennifer Anderson
 Assistant Regional Administrator
 Protected Resources Division NOAA Fisheries
 55 Greater Republic Drive
 Gloucester, Massachusetts 01930

6. Spawning Areas: The permittee shall comply with all time-of-year-restrictions (see below) associated with spawning areas as set forth by the Pennsylvania Fish and Boat Commission (PFBC) or other designated agency. Discharges or structures in spawning or nursery areas shall not occur during spawning seasons unless written approval is obtained from the PFBC or another designated agency. In addition, work in areas used for other time sensitive life span activities of fish and wildlife (such as hibernation or migration) may necessitate the use of seasonal restrictions for avoidance of adverse impacts to vulnerable species. Impacts to these areas shall be avoided or minimized to the maximum extent practicable during all other times of the year.

Wild Trout	October 1 - December 31
Class A Wild Trout	October 1 - April 1

List of Trout Streams found at:

<https://www.fishandboat.com/Fish/PennsylvaniaFishes/Trout/Pages/TroutWaterClassifications.aspx>.

7. Shellfish Production: No discharge of dredged and/or fill material and/or the placement of structures may occur in areas of concentrated shellfish production, unless the discharge is directly related to an authorized shellfish harvesting activity.
8. Adverse Effects From Impoundment: If the regulated activity creates an impoundment of water, the adverse effects on the aquatic system caused by the accelerated passage of water and/or the restriction of its flow, including impacts to wetlands, shall be minimized to the maximum extent practicable.
9. Management of High Flows: To the maximum extent practicable, the preconstruction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity,

and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Erosion and Sediment Controls: Appropriate soil erosion and sediment controls, in accordance with state regulations, must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States, including jurisdictional wetlands, during periods of low-flow or no-flow, or during low tides.
11. Suitable Material: No activities, including discharges of dredged and/or fill material or the placement of structures, may consist of unsuitable material (i.e., asphalt, trash, debris, car bodies, etc.). No material discharged shall contain toxic pollutants in amounts that would violate the effluent limitation standards of § 307 of the Clean Water Act (CWA).
12. Temporary Fill and Structures: Temporary fill (i.e., access roads and cofferdams) and structures in waters and/or wetlands authorized by PASPGP-6 shall be properly constructed and stabilized during use to prevent erosion and accretion. Temporary fill in wetlands shall be placed on geotextile fabric laid on existing wetland grade, unless such requirement is specifically waived by the Corps. Whenever possible, rubber or wooden mats should be used for equipment access through wetlands to the project area. Temporary fills and structures shall be removed, in their entirety, to an upland site, and suitably contained to prevent erosion and transport to a waterway or wetland. Temporarily impacted areas shall be restored to their preconstruction contours, elevations, and hydrology, and revegetated with a wetland seed mix that contains non-invasive, native species, to the maximum extent practicable. Unless approved by the Corps, the restoration work must be completed within 30 days of the date the temporary fill/structure is no longer needed.
13. Equipment Working in Wetlands: Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.
14. Installation and Maintenance: Any regulated structure or fill authorized by PASPGP-6 shall be properly installed and maintained to ensure public safety.
15. PASPGP-6 Authorization:
 - a. PASPGP-6 expires June 30, 2026, unless suspended or revoked.
 - b. Verifications of PASPGP-6 expire June 30, 2026, unless the PASPGP-6 permit is suspended, revoked, or the PADEP authorization expires, whichever date occurs sooner. Activities authorized under PASPGP-6 that have commenced construction or are under contract to commence construction will remain authorized provided the activity is completed within 12 month of the date of the PASPGP-6 expiration, modification, or revocation; or until the expiration date of the project specific verification, whichever is sooner.

16. One-Time Use: A PASPGP-6 verification is valid to construct the project, or perform the activity, one time only, except for PASPGP-6 verifications specifically issued for reoccurring maintenance activities.
17. Water Supply Intakes: No regulated activity may occur in the proximity of a public water supply intake and adversely impact the public water supply. In order to minimize the effects of intakes on anadromous fish eggs and larvae, and oyster larvae, intake structures should be equipped with screening (with mesh size no larger than 2 mm) of wedge wire or another material of equal or better performance. Where feasible, intakes should be located away from spawning or nursery grounds, or to minimize the impingement on, or entrainment of, eggs or larvae. In addition, intake velocities should not exceed 0.5 ft/sec.
18. Historic Properties: For all activities verified under a PASPGP-6, upon the unanticipated discovery of any previously unknown historic properties (historic or archeological), all work must cease immediately, and the permittee must notify the State Historic Preservation Officer (SHPO) and the Corps. The Corps will contact the tribes with whom they routinely consult, within 24 hours in accordance with each District's tribal consultation process. PASPGP-6 may be re-verified, and special conditions added if necessary, after an effect's determination on historic properties and/or tribal resources is made, in consultation with the SHPO, the tribes and other interested parties. The PASPGP-6 verification may be modified and/or rescinded for the specific activity if an adverse effect on the historic property cannot be avoided, minimized, or mitigated.
19. Tribal Rights: No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.
20. Corps Civil Works Projects: The PASPGP-6 does not authorize any work which will interfere with an existing or proposed Corps Civil Works project, or any Corps-owned or managed property or easement (i.e., flood control projects, dams, reservoirs, and navigation projects), unless specifically approved by the Corps in writing. Pursuant to 33 U.S.C 408, a review by, or permission from the Corps is required for activities that will alter or temporarily or permanently occupy or use a Corps federally authorized Civil Works project. Any activity that requires Section 408 permission and/or review is not authorized by PASPGP-6 until the appropriate Corps office issues the Section 408 permission or completes its review to alter, occupy, or use the Corps Civil Works project, and Corps issues a written PASPGP-6 verification.
21. Navigation: No activity verified under PASPGP-6 may cause more than minimal adverse effect on navigation. No attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized herein. In addition, activities that require temporary causeways that prohibit continued navigational use of a waterway (i.e., temporary causeways extending greater than $\frac{3}{4}$ the width across the waterway) shall be removed in their entirety upon completion of their use. Any safety lights and signals prescribed by the U.S. Coast Guard (USCG), through regulation or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States. The permittee understands and agrees that, if further operations by the United States require the removal, relocation, or other alteration, of the

structure or work herein authorized, or if, in the opinion of the Secretary of the Army or an authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

22. Inspections: The permittee shall allow a District Engineer or an authorized representative(s) to make periodic inspections at any time deemed necessary in order to ensure that the work is being performed in accordance with all the terms and conditions of PASPGP-6. The District Engineer may also require post-construction engineering drawings (as-built plans) for completed work.
23. Modifications of Prior Verifications: Any proposed modification of a previously verified Single and Complete project that results in a change in the verified impact to, or use of waters of the United States, including jurisdictional wetlands, must be approved by PADEP, or the Corps if applicable. Corps written approval is required if the prior verification was reviewed by the Corps, or if the proposed modification is a Reporting Activity under PASPGP-6. Project modifications that cause a Single and Complete Project to exceed 0.5 acre of loss of waters of the United States, including jurisdictional wetlands (except those identified in Part II A.2. a. and b.), or greater than 1,000 linear feet of permanent jurisdictional stream loss (except those identified in Part II A.2. a and b.), are not eligible for PASPGP-6 and will be forwarded to the Corps for review under an alternative permit review procedure.
24. Recorded Conservation Instruments: As per Part III.D.27 and Part III.E.8 of this permit, proposed Draft Conservation Instruments may be submitted by the applicant as part of the permit application package for review and approval. When such proposed Conservation Instruments are submitted by the applicant, proof of the recorded deed restriction, conservation easement, or deed restricted open space area shall be forwarded to the appropriate Corps District and appropriate PADEP offices, prior to the initiation of any permitted work, unless specifically waived by the Corps in writing. Conservation Instrument templates can be found at:
<http://www.nab.usace.army.mil/Missions/Regulatory/PermitTypesandProcess.aspx>
25. Property Rights: PASPGP-6 does not obviate the need to obtain other federal, state, or local authorizations required by law, nor does the permit grant any property rights or exclusive privileges or authorize any injury to the property or rights of others.
26. Navigable Waters of the United States (Section 10 Waters):

In addition to the other general conditions, the following conditions are applicable for activities in the eligible navigable waters of the United States identified in Appendix B:

- a. For aerial transmission lines, the following minimum clearances are required for aerial electric power transmission lines crossing navigable waters of the United States. These clearances are related to the clearances over the navigable channel provided by the

existing fixed bridges, or the clearances which would be required by the USCG for new fixed bridges, in the vicinity of the proposed aerial transmission line. These clearances are based on the low point of the line under conditions producing the greatest sag, taking into consideration temperature, load, wind, length of span, and type of supports as outlined in the National Electric Safety Code:

Nominal System Voltage (kV)	Minimum Additional Clearance (ft.) Above Clearance Required for Bridges
115 and below	20
138	22
161	24
230	26
350	30
500	35
700	42
750-765	45

- i. Clearances for communication lines, stream gauging cables, ferry cables, and other aerial crossings must be a minimum of ten feet above clearances required for bridges, unless specifically authorized otherwise by the District Engineer.
 - ii. Corps regulation ER 1110-2-4401 prescribes minimum vertical clearances for power communication lines over Corps lake projects. In instances where both regulation and ER 1110-2-4401 apply, the greater minimum clearance is required.
- b. Encasement: The top of any cable, encasement, or pipeline shall be located a minimum of three feet below the existing bottom elevation of the streambed and shall be backfilled with suitable heavy material to the preconstruction bottom elevation. Where the cable, encasement, or pipeline is placed in rock, a minimum depth of one foot from the lowest point in the natural contour of the streambed shall be maintained. When crossing a maintained navigation channel, the requirements are a minimum of eight feet between the top of the cable, encasement, or pipeline and the authorized depth of the navigation channel. For maintained navigational channels, where the utility line is placed in rock, a minimum depth of two feet from the authorized depth of the navigation channel shall be maintained.
- c. As-Built Drawings: Within 60 days of completing an activity that involves an aerial transmission line, submerged cable, or submerged pipeline across a navigable water of the United States (i.e., Section 10 waters), the permittee shall furnish the Corps and National Oceanic and Atmospheric Administration, Nautical Data Branch, N/CS26, Station 7317, 1315 East-West Highway, Silver Spring, Maryland, 20910 with professional, certified as-built drawings, to scale, with control (i.e., latitude/longitude, state plane coordinates), depicting the alignment and minimum clearance of the aerial wires above the mean high water line at the time of survey or depicting the elevations and alignment of the buried cable or pipeline across the navigable waterway.

d. Aids to Navigation: The permittee must prepare and provide for USCG approval, a Private Aids to Navigation Application (CG-2554). The application can be found at: https://media.defense.gov/2017/Nov/20/2001846135/-1/-1/0/CG_2554.pdf. The completed application must be sent to the appropriate USCG office as indicated below:

- i. Baltimore/Philadelphia Districts: Commander Fifth Coast Guard District, 431 Crawford Street, Room 100, Portsmouth, VA 23704-5504, Attn: Mr. Matthew Creelman; by email to Matthew.K.Creelman2@uscg.mil; or by FAX to (757) 398-6303.
- ii. Pittsburgh District: Eighth Coast Guard District, Sector Ohio Valley, USCGC Osage, 300 McKown Ln, Sewickley, PA 15143; phone (412) 741-1180

Within 30 days of the date of receipt of the USCG approval, the permittee must provide a copy to the appropriate Corps district office.

27. PADEP Waiver: If the Corps determines a specific activity, which is eligible for a PADEP Non-reporting Waiver, has a significant adverse impact on life, property or important aquatic resources, the Corps may require the owner to modify the activity to eliminate the adverse condition or to obtain a Corps Individual Permit. In accordance with 33 CFR 325.7(a), "The District Engineer may reevaluate the circumstances and conditions of any permit, including regional permits, either on his own motion, at the request of the permittee, or a third party, or as the result of periodic progress inspections, and initiate action to modify, suspend, or revoke a permit as may be made necessary by considerations of the public interest. In the case of regional permits, this reevaluation may cover individual activities, categories of activities, or geographic areas."
28. Corps Water Releases: For projects located downstream of a Corps dam, the permittee should contact the appropriate Corps, Area Engineer Office, to obtain information on potential water releases and to provide contact information for notification of unscheduled water releases. It is recommended that no in-water work be performed during periods of high-water flow velocities. Any work performed at the project site is at the permittee's own risk.
29. State Authorization: The activity must receive state authorization. For the purpose of this requirement, any one of the following is considered as a state authorization:
 - a. A PADEP Chapter 105 Water Obstruction and Encroachment Permit, including PADEP approved Environmental Assessment pursuant to 25 Pa. Code § 105.15; or
 - b. A PADEP GP issued pursuant to 25 Pa. Code § §105.441-105.449; or
 - c. A PADEP approved Environmental Assessment for activities not otherwise requiring a PADEP permit pursuant to 25 Pa. Code § 105.12; or
 - d. A PADEP Dam Permit, including maintenance or repairs of existing authorized dams, including maintenance dredging; or

- e. A PADEP Emergency Permit issued pursuant to 25 Pa. Code § 105.64; or
 - f. A PADEP permit for the construction of a bridge or culvert which allows for maintenance activities of bridges and culverts; or
 - g. A PADEP Chapter 105 Dam Safety and Encroachment Enforcement Action.
30. Other Authorizations: Additional federal, state, and/or local authorizations or approvals may be required and where applicable must be secured by the applicant, prior to initiating any discharge of dredged and/or fill material, and/or the placement of structures into waters of the United States, including jurisdictional wetlands. These approvals include, but are not limited to:
- a. A project specific 401 SWQC issued by PADEP or considered waived, consistent with Section 401 of the CWA.
- PADEP has issued 401 SWQC for activities authorized by PASPGP-6 with conditions. See General Condition 2 for conditions and for identification when a project specific 401 SWQC or a waiver thereof is required. If the permittee cannot comply with all of the conditions of the 401 SWQC previously issued for PASPGP-6, then the permittee must obtain a project specific 401 SWQC or waiver for the proposed discharge in order for the activity to be authorized by PASPGP-6. The Corps or certifying authority may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality; and
- b. Reporting Activities located within the designated CZM Areas. Require a CZMA consistency determination issued by PADEP or a presumption of concurrence pursuant to Section 307 of the Federal Coastal Zone Management Act.
- The District Engineer or PADEP may require additional measures to ensure that the authorized activity is consistent with state CAM requirements; and
- c. Fills within the 100-year floodplains. This activity must comply with applicable Federal Emergency Management Agency approved state or local floodplain management requirements.
31. Federal Liability: In issuing this permit and any subsequent activity verification, the federal government does not assume any liability, including but not limited to the following:
- a. Damages to permitted project or users, thereof, as a result of other permitted or unpermitted activities or from natural causes;
 - b. Damages to the permitted project or uses, thereof, as a result of current or future activities undertaken by or on behalf of the United States in the public interest;
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit;

- d. Design or construction deficiencies associated with the permitted work; and
- e. Damage claims associated with any future modification, suspension, or revocation of the PASPGP-6.

32. False and Incomplete Information: The Corps may modify or rescind a previously issued project specific verification, if it determines that the original verification was issued based on false, incomplete and/or inaccurate information; or other information becomes available whereby such action is necessary to ensure compliance with other federal laws and regulations.

33. Anadromous Fish Waters: To protect anadromous fish during their migration and spawning, no work can take place in the following anadromous fish waterways listed in the table below from March 15 to June 30 unless approved in writing by the Corps. Questions on the applicability of this condition should be directed to the Corps, Philadelphia District.

<u>Waterway</u>	<u>Downstream extent</u>	<u>Upstream extent</u>	<u>Upstream Latitude (N)</u>	<u>Upstream Longitude (E)</u>
<u>Delaware River in Pennsylvania (including W. Branch)</u>	<u>Rte. 220 Bridge</u>	<u>PA/NY Border</u>	<u>41.999448</u>	<u>-75.359573</u>
<u>Lehigh River and adjacent canals</u>	<u>confluence with Delaware River</u>	<u>500 feet upstream of the Cementon Dam</u>	<u>40.690275</u>	<u>-75.503800</u>
<u>Little Lehigh Creek</u>	<u>confluence with Lehigh River</u>	<u>500 feet upstream of the lowermost dam</u>	<u>40.596318</u>	<u>-75.475570</u>
<u>Hokendauqua Creek</u>	<u>confluence with Lehigh River</u>	<u>State Route 4014 (West Scenic Drive)</u>	<u>40.793273</u>	<u>-75.439262</u>
<u>Bushkill Creek</u>	<u>confluence with Delaware River</u>	<u>500 feet upstream of the lowermost dam</u>	<u>40.694859</u>	<u>-75.212406</u>
<u>Waterway</u>	<u>Downstream extent</u>	<u>Upstream extent</u>	<u>Upstream Latitude (N)</u>	<u>Upstream Longitude (E)</u>
<u>Brodhead Creek</u>	<u>confluence with Delaware River</u>	<u>500 feet upstream of the Stroudsburg Water Co. Dam</u>	<u>41.018667</u>	<u>-75.201063</u>
<u>Bush Kill</u>	<u>confluence with Delaware River</u>	<u>500 feet upstream of Resica Falls</u>	<u>41.111235</u>	<u>-75.095824</u>
<u>Lackawaxen River</u>	<u>confluence with Delaware River</u>	<u>500 feet upstream of the Woolen Mill Dam</u>	<u>40.984304</u>	<u>-75.191569</u>
<u>Dyberry Creek</u>	<u>confluence with Lackawaxen River</u>	<u>Jadwin Dam</u>	<u>41.612088</u>	<u>-75.263391</u>
<u>Darby Creek</u>	<u>Confluence with Delaware River</u>	<u>500 feet upstream of the confluence of Cobbs Creek and Darby Creek</u>	<u>39.907278</u>	<u>-75.255432</u>


Schuylkill River	Fairmount Dam	500 feet upstream of the Bingaman St. Bridge in Reading, Pennsylvania	40.326411	-75.934417
Neshaminy Creek	Confluence with Delaware River	500 feet upstream of the lowermost dam	40.143369	-74.915828

34. Compliance Certification: Each permittee who receives a written PASPGP-6 verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. This certification should indicate if the success of any required permittee-responsible mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(1)(3) to confirm that the permittee secured the appropriate number and resource type of credits. The signature of the permittee is also required to certify the completion of the activity and mitigation. The completed certification document must be submitted to the District Engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

35. Migratory Birds and Bald and Golden Eagles: The permittee is responsible for ensuring that an action authorized by PASPGP-6 complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the appropriate local office of the USFWS to determine what measures, if any, are necessary or appropriate to reduce adverse effects to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity. The permittee should contact the appropriate local office of the USFWS to determine if such authorizations are required for a particular activity. Information on the conservation of migratory birds and Bald and Golden Eagles can be found at the following USFWS web site:
<http://www.fws.gov/northeast/pafo/>

36. Migratory Bird Breeding Areas: Activities in waters of the United States, including jurisdictional wetlands, that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable. Recommendations pertaining to the conservation of migratory birds can be found at the following USFWS web site:
<http://www.fws.gov/northeast/pafo/>

By Authority of the Secretary of the Army:

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Date: 2021.06.24 16:54:15 -04'00'

John T. Litz
Colonel, U.S. Army
Commander and District Engineer
Baltimore District

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Date: 2021.06.14 10:26:03 -04'00'

David C. Park
Lieutenant Colonel, Corps of Engineers
District Commander
Philadelphia District



Andrew J. Short
Colonel, Corps of Engineers
District Engineer
Pittsburgh District

PASPGP-6 PERMIT COMPLIANCE, SELF-CERTIFICATION - EXAMPLE

PASPGP-6 General Condition 34 requires submittal of a signed certification documenting the completion of the authorized activity and implementation of any required compensatory mitigation. This certification should indicate if the success of any required permittee-responsible mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits. The signature of the permittee is also required to certify the completion of the activity and mitigation. The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later. Below are Corps District mailing and email addresses, and a list of the information to be included as part of the certification submittal.

Project Name: Thompson Property

Applicant Name: SBCM, Inc., t/a Short Brothers

PADEP Permit No: GP051501221-019

Date of Issuance: February 15, 2022

Corps Permit Number:

Date of Issuance:

Waterway:

County: Chester

Corps District:

- Baltimore District**
U.S. Army Corps of Engineers State College Field Office
1631 South Atherton Street
Suite 101
State College, Pennsylvania 16801-6260
Email: NAB-Regulatory@usace.army.mil
- Philadelphia District**
U.S. Army Corps of Engineers
Wanamaker Building
100 Penn Square East Regulatory Branch
Philadelphia, Pennsylvania 19107-3390
Email: PhiladelphiaDistrictRegulatory@usace.army.mil
- Pittsburgh District**
U.S. Army Corps of Engineers, Regulatory Branch
William S. Moorhead Federal Building, 20th floor
1000 Liberty Avenue
Pittsburgh, Pennsylvania 15222-4186
Email: Regulatory.Permits@usace.army.mil

The following information is required by PASPGP-6 General Condition 34:

- Date authorized work commenced.
- Date authorized work completed.
- Was all work, including any required mitigation, completed in accordance with your PASPGP-6 authorization, explain any deviations?
- Was compensatory wetland/stream mitigation accomplished through an approved Mitigation Bank and/or In-Lieu fee program, if yes, attach proof of transaction, including resource type and number of credits purchased? Was permittee compensatory wetland and/or stream mitigation required, if yes, was the required compensatory mitigation completed in accordance with the permit and mitigation plan requirements?
- Sign and date certification.

July 1, 2021

AGREEMENT NO. _____

**ReLTEK STANDARD LICENSE AGREEMENT
FOR UNDERGROUND SEWAGE PIPE**

THIS LICENSE AGREEMENT (the "Agreement"), made this ____ day of _____, 2022 between **East Penn Railroad, LLC**, a Delaware limited liability company, having an address at 505 South Broad Street, Kennett Square, PA 19348 (the "Railroad") and **Short Brothers Inc.**, a Pennsylvania corporation, having an address at P.O. Box 3085, West Chester, PA 19311 (the "Licensee").

WITNESSETH:

WHEREAS, the Licensee has requested occupation of the Railroad’s Property (defined below) as set forth in this License; and

WHEREAS, the parties have reached accord concerning the terms and conditions for the Licensee's occupation of the Railroad’s Property and now desire to reduce them to writing.

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

1. PROPERTY:

1.1 The term “Property” as defined in this Agreement shall include the property, track, rights-of-way, rail corridor, air space, land and the approaches to and area immediately adjacent to the location of the Facilities (defined below), whether owned, leased, operated or occupied by the Railroad. Property shall include the various forms and qualities of ownership rights the Railroad has in track, lands, rights-of-way and rail corridors.

2. FACILITIES

2.1 The Railroad, insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of the Licensee to be kept and performed, in a manner satisfactory to the Railroad, hereby permits the Licensee to construct, use, inspect, maintain, repair, renew and ultimately remove a 4” HDPE carrier pipe encased in a 12” casing pipe, for the transmission of sewage, at a normal operating pressure of 25 psi, at a depth of 7.9’ below the rails, crossing under and across the Property of the Railroad’s Octoraro Branch, at Milepost 35+441 Feet (MP 35.08), Valuation Station 900+12, Latitude 39.83755°, Longitude -75.73843°, Valuation Map 11.3/18, located in the Township of New Garden, County of Chester, Commonwealth of Pennsylvania, in strict accordance with a plan labeled “Exhibit A” dated May 28, 2021, revised June 18, 2021, submitted by the Licensee to and approved by the Railroad (“Construction Plan”), attached hereto and made a part of this Agreement; also in accordance with current issues of the Railroad’s Specifications as amended from time to time for such crossings (all and any part thereof being hereafter referred to as the "Facilities").

2.2 This Agreement shall not be deemed or construed as transferring to the Licensee any interest in the Property or any right in the nature of an interest in the Property, irrespective of any expenditure by the Licensee for the Facilities. Furthermore, no exercise of this Agreement for any length of time shall give rise to any right, title or interest of the Licensee to the Property.

2.3 The rights granted to the Licensee under this Agreement are non-exclusive and the Railroad reserves and excepts unto itself the paramount right to continue to occupy, possess and use the Property and the area of the Facilities for any and all purposes.

2.4 The Railroad reserves the right to license others to occupy, possess and use the Property, provided said occupancies, possessions and uses do not unreasonably interfere with or obstruct the rights granted to the Licensee in this Agreement.

2.5 The Licensee acknowledges that the Railroad and other third parties, may be using and/or have the right to use the Property for uses similar or dissimilar to the use intended by the Licensee (such other uses may include, without limitation, fiber optic, communication, pipeline and wireline facilities) and that such uses and/or rights to use may not be recorded in the applicable real estate records and may not be known by or disclosed to Licensee (collectively, the "Prior Rights"). The Licensee agrees that the Licensee's rights to construct, use, inspect, maintain, repair, renew and remove the Facilities and to occupy the Property shall be expressly subject and subordinate to any and all other Prior Rights and to the terms of any easement, agreement, license or other instrument or document evidencing such Prior Rights. The Licensee agrees that its use and occupation of the Property shall not damage, interfere or adversely affect any of the Prior Rights (including, without limitation, with the construction, erection, installation, operation, use, inspection, maintenance, repair, replacement, renewal and/or removal of existing fiber optic, communication, pipeline or wireline facilities or system(s) or the rights thereto). The Licensee agrees that it shall not excavate within five (5) feet of any Railroad or third-party facilities or system(s) without prior notification and coordination with the owner of such facilities or system(s). Licensee shall indemnify, defend and hold Railroad harmless from and against any and all liabilities, claims, losses, costs, damages or expenses which Railroad or any holder of Prior Rights may suffer or incur in the event that Licensee, or any of its employees, agents or contractors, interfere with, disturb, or otherwise adversely effect any of the Prior Rights or the activities or facilities of the holders of any of the Prior Rights. The Licensee's indemnification obligations under this Section 2.5 shall survive the termination or expiration of this Agreement.

3. CONSIDERATION FEE

3.1 No rental shall be ascribed to this agreement as the occupancy is wholly within the public right of way of Thompson Road (T-402).

4. RULES and REGULATIONS

4.1 Before any work is performed under this Agreement, (Sections 5, 6, and 7) and before use by the Licensee of the Property for the purpose set forth herein, the Licensee, at its sole cost and expense, shall obtain all necessary permits and licenses and shall thereafter observe and comply with all applicable ordinances, rules, regulations, requirements and laws, and future modifications thereof, of any governmental authority (state, federal or local) having jurisdiction over any work to be performed, the Property, the Facilities or the intended use thereof, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act and state "One Call" or "Call Before You Dig" requirements.

4.2 The Licensee shall operate and use the Facilities in accordance with all rules and regulations of the Railroad and all governmental authorities, and in a manner that will not interfere with or endanger, in the judgment of the Railroad, any property, facilities, traffic, operation, maintenance, employees or patrons of the Railroad or of others occupying or using the Property.

4.3 In the event the Licensee contracts for construction, inspection, maintenance, repair, renewal or removal of the Facilities, the Licensee shall require its contractor to comply with all terms of this Agreement, at the sole risk of the Licensee.

4.4 The Licensee shall indemnify, defend and hold the Railroad harmless from and against any and all expenses, damages, costs (including reasonable counsel fees and costs of compliance), penalties and claims incurred or suffered by the Railroad related in any way to the failure by the Licensee, or by any of its employees, contractors or agents, to comply with this Section 4. The Licensee's obligations under this Section 4.4 shall survive the termination or expiration of this Agreement.

5. CONSTRUCTION

5.1 The Licensee may not enter upon the Property until the method of installation and all related matters have been approved by the Railroad's Chief Engineer or his designee.

5.2 The Facilities shall be located, constructed and maintained in exact accordance with the Construction Plans and for the purpose as outlined in Section 2.1 hereof. No departure shall be made at any time there from except upon permission in writing granted by the Railroad's Chief Engineer, or his designee.

5.3 The work of constructing, inspecting, maintaining, repairing, renewing or removing the Facilities shall be performed in a prudent and workmanlike manner and under such general conditions as will be satisfactory to and approved by the Railroad's Chief Engineer, or his designee, and as will not interfere with the proper and safe use, operation and enjoyment of the Railroad's Property and facilities. The Licensee, at its own cost and expense, shall, when performing any work in connection with the Facilities, be responsible for the cost of any necessary inspectors, flagmen or watchmen to ensure that men, equipment and materials are kept a safe distance away from the tracks of the Railroad.

5.4 The Railroad shall have the right to approve the location and method of the construction work and to inspect the Facilities and the materials used in construction, maintenance, repair, renewal and removal of the Facilities covered by this Agreement.

5.5 The right to approve the location and method of the construction work and inspection of the Facilities and materials from time to time thereafter by the Railroad, shall extend for an appropriate distance on each side of the Property as the method of construction and materials used may have a bearing upon (i) the strength and stability of the Facilities over, under, upon or in the Railroad's Property and facilities, (ii) the support and stability of the Railroad's Property and facilities, and (iii) safety of Railroad operations and employees.

5.6 In addition to, but not in limitation of any of the foregoing provisions, if at any time the Railroad should deem Railroad inspectors, flagmen or watchmen desirable or necessary to protect its operations or facilities, or its employees, patrons or licensees during the work of construction, inspection, maintenance, repair, renewal, or removal of the Facilities, the Railroad shall have the right to place such inspectors, flagmen or watchmen at the sole risk, cost and expense of the Licensee, which covenants and agrees to bear the full cost and expense thereof and to promptly reimburse the Railroad upon demand. The furnishing or failure to furnish inspectors, flagmen or watchmen by the Railroad, however, shall not release the Licensee from any and all liabilities assumed by the Licensee under the terms of this Agreement.

5.7 In the event the Facilities consist of an underground occupation, the Licensee will be responsible for any settlement caused to the roadbed, Property or facilities of the Railroad arising from or as a result of the construction, inspection, maintenance, repair, renewal or removal of the said Facilities during the term of this Agreement and for a period of three (3) years subsequent to the removal of the Facilities, and the Licensee agrees to pay to the Railroad on demand the full cost and expense therefor.

5.8 In the event the Facilities consist of electrical power or communication wires and/or appurtenances, the Licensee shall at all times be obligated promptly to remedy any interference growing out of or resulting from the presence of the Facilities; and if the Licensee should fail to do so, then the Railroad may do so, and the Licensee agrees to pay to the Railroad on demand the full cost and expense therefor.

5.9 No cathodic protection system shall be installed which will cause electric current to flow across or along the Property without written authorization of the Railroad. Any authorized cathodic protection system shall be installed and maintained by the Licensee, at its sole cost and expense, in such a manner so as to preclude interference with the Railroad's electrical systems and so as not to cause any deterioration of the Railroad's structures in service or hereafter installed. The terms and conditions of this Agreement shall apply to the construction, inspection, maintenance, repair, renewal, removal, presence or use of said cathodic protection system.

5.10 The Licensee agrees to make such tests as in the judgment of the Railroad are necessary to determine if operation, existence, maintenance or use of the Facilities (or protection provided against corrosion, from the Facilities) causes interference with any of the Railroad's facilities whatsoever. The Licensee further agrees, upon notice from the Railroad of such interference, to promptly make such changes as may be necessary to eliminate said interference, at the Licensee's sole cost and expense.

6. MAINTENANCE

6.1 The Licensee shall at all times be obligated to promptly maintain, repair and renew the Facilities; and shall, upon ten (10) working days notice in writing from the Railroad and requiring it to do so, or immediately in the event of an emergency, make such repairs and renewals thereto as may be required by the Railroad. In the event the Licensee fails to do so, the Railroad may, but shall have no obligation to do so, perform said necessary repairs at the sole cost and expense of the Licensee, and thereafter, bill Licensee in accordance with the terms of Section 8 hereof.

6.2 Notwithstanding the forgoing, the Railroad, for the purpose of protecting and safeguarding its Property, traffic, patrons or employees from damage or injury, may with or without notice to Licensee at any time make such repairs and renewals thereto and furnish such material therefor as it deems adequate and necessary, all at the sole cost and expense of the Licensee, and thereafter, bill the Licensee in accordance with the terms of Section 8 hereof.

6.3 If the Licensee desires or is required, as herein provided, to revise, relocate, add to or alter in any manner whatsoever the Facilities, the Licensee shall submit plans to the Railroad and obtain the written approval of the Railroad's Chief Engineer, or his designee, thereto before any work or alteration of the Facilities is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto. In that event, the Railroad reserves the right to assess additional charges.

7. RELOCATION OF LICENSE FACILITIES

7.1 The Licensee shall, within thirty (30) days at its sole cost and expense, upon request in writing of the Railroad, change the location or construction of the Facilities covered by this Agreement, where located over, upon or in the Property, to another location, to permit and accommodate changes of grade or alignment and improvement in or additions to Property or facilities now or hereafter owned or used by the Railroad to the extent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the Railroad's current specifications or in the event of the lease, sale or disposal of the Property or any part thereof, then the Licensee shall make such adjustments or relocations in its Facilities as are over, upon or in the Property as may be required by the Railroad or its grantee; and if the Licensee shall fail or refuse to comply therewith, then the Railroad may at its option; (i) terminate the Agreement in accordance with the terms of Section 13 hereof, or (ii) using duly authorized agents of the Railroad, may make such repairs or adjustments or changes in location and provide necessary material therefor at the sole cost and expense of the Licensee, and thereafter, bill the Licensee in accordance with the terms of Section 8 hereof.

8. BILLING

8.1 All cost and expense in connection with the construction, inspection, maintenance, repair, renewal and removal of the Facilities, or inspectors, flagmen or watchmen connected therewith, shall be borne by the Licensee, including work being performed or material furnished by the Railroad under the stipulated right to perform such work of construction, maintenance, repair, renewal or removal under any section hereof. The Licensee agrees to pay the Railroad's expense for wages, equipment and materials for any work performed at the expense of the Licensee. Such expense shall include, but not be limited to, cost of flagmen or watchmen, including related vehicle expenses whether personal or company owned, supervision, traveling expenses, Federal Railroad Retirement and Unemployment Taxes, vacation allowances, insurance and freight and handling charges on all materials used. Equipment costs, if any, shall be in accordance with the Licensor's fixed applicable rates. The Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by the Railroad.

8.2 Automobile mileage charges incurred by aforementioned Railroad inspectors, flagmen or watchmen in connection with the use, construction, inspection, maintenance, repair, renewal and removal, of the Facilities will be based on allowances approved by the United States Government in effect at the time the expenses are incurred.

9. TAXES

9.1 As part of the consideration of this Agreement, the Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against the Railroad or its Property by reason of the Facilities, and the Licensee further covenants and agrees to pay to the Railroad promptly upon bills rendered therefor the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against the Railroad or its Property by reason of the construction, maintenance, use or presence of the Facilities on the Property.

10. LIABILITY

10.1 It is understood between the parties hereto that the operations of the Railroad at or near the Facilities involve some risk, and the Licensee, as part of the consideration for this Agreement, hereby releases and waives any right to ask for or demand damages for or on account of loss of or injury to the Facilities (and contents thereof) of the Licensee that are over, under, upon or in the Property including the loss of or interference with service or use thereof and whether attributable to the fault, failure or negligence of the Railroad, third parties or otherwise.

10.2 The Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless the Railroad from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the Railroad may directly or indirectly suffer, sustain or be subjected to by reason or on account of the construction, placement, attachment, presence, use, inspection, maintenance, repair, alteration, renewal, relocation or removal of the Facilities in, on, about or from the Property whether such losses and damages be suffered or sustained by the Railroad directly or by its employees, patrons or licensees, or be suffered or sustained by other persons or corporations, including the Licensee, its employees and agents who may seek to hold the Railroad liable therefor, and whether attributable to the fault, failure or negligence of the Railroad or otherwise, except when proved by the Licensee to be due directly to the sole negligence of the Railroad.

10.3 Notwithstanding anything contained in Section 10.2 hereof, and irrespective of any negligence of the Railroad, the Licensee assumes sole responsibility for, and agrees to indemnify, save harmless and defend the Railroad from and against all claims, actions, or legal proceedings arising, in whole or in part, from; (i) the failure of the Licensee to comply with any obligations imposed on it by this Agreement, or (ii) any claims, actions, or legal proceedings under the Federal Employer's Liability Act and any amendments to such Act now or hereafter in effect, alleging or claiming, in legal effect, that the Railroad in respect to that portion of its Property which lies over, under or near the Facilities, failed to correct or guard against an unsafe condition or failed to furnish a safe place to work. Failure by the Railroad to make verbal or written complaints to the Licensee with respect to unsafe working conditions or with respect to the Licensee's failure to carry out its obligations under this Agreement or knowledge on the part of the Railroad of such unsafe working conditions or place to work and of such failures by the Licensee to carry out its obligations under this Agreement shall not be deemed to constitute acquiescence therein by the Railroad or actionable negligence on the part of the Railroad.

10.4 If a claim or action is brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter. The Licensee's obligations under this Section 10.4 shall survive the termination or expiration of this Agreement.

10.5 All obligations of Licensee hereunder to release, indemnify, protect and hold the Railroad harmless shall also extend to any third-party railroad that operates over the Property, and their respective officers, agents and employees.

11. INSURANCE

11.1 The Licensee shall, at its own cost and expense, prior to entry onto the Property or the commencement of any work pursuant to this Agreement, procure and thereafter maintain throughout the term of this Agreement the following types and minimum amounts of insurance:

(i) The Licensee shall maintain Public Liability or Commercial General Liability Insurance ("CGL"), including Contractual Liability Coverage and CG 24 17 endorsement "Contractual Liability – Railroads" covering all liabilities assumed by the Licensee under this Agreement, without exception or restriction of any kind, with a combined single limit of not less than Two Million Dollars (\$2,000,000) for Bodily Injury and/or Property Damage Liability per occurrence, and an aggregate limit of not less than Six Million Dollars (\$6,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a Waiver of Subrogation in favor of the Railroad and shall name the Railroad as Additional Insured. An Umbrella policy may be utilized to satisfy the required limits of liability under this section.

(ii) The Licensee shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) for Bodily Injury and/or Property Damage Liability per occurrence. Such insurance policy shall be endorsed to provide a Waiver of Subrogation in favor of the Railroad and shall name the Railroad as Additional Insured.

(iii) The Licensee shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury by Accident, Each Accident; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Policy Limit; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Each Employee. Such insurance policy shall be endorsed to provide a Waiver of Subrogation in favor of the Railroad.

11.2 The following general insurance requirements shall apply:

(i) The specified insurance policies must be effected under standard form policies underwritten by insurers licensed in the state where work is to be performed, and carry a minimum Best's rating of "A-" and size "Class VI" or better. The Railroad reserves the right to reject as inadequate any insurance coverage provided by an insurer that is rated less than the ratings specified in this section.

(ii) All coverages shall be primary and non-contributory to any insurance coverages maintained by the Railroad.

(iii) All insurance policies shall be endorsed to provide the Railroad with thirty (30) days prior written notice of cancellation, non-renewal or material changes.

(iv) The Licensee shall provide the Railroad with certificates of insurance evidencing the insurance coverages, terms and conditions required, at least ten (10) days prior to commencement of any activities on or about the Property. Said certificates should reference this Agreement by agreement number and shall be furnished to the Railroad at the following address, or to such other address as the Railroad may hereafter specify:

East Penn Railroad, LLC
505 South Broad Street
Kennett Square, PA 19348

Fax: (610) 925-0135

(v) If any policies providing the required coverages are written on a Claims-Made basis, the following shall apply:

- (1) The retroactive date shall be prior to the commencement of the work,
- (2) The Licensee shall maintain such policies on a continuous basis, and
- (3) If there is a change in insurer or policies are canceled or not renewed, the Licensee shall purchase an extended reporting period of not less than three (3) years after the contract completion date.

11.3 The Railroad may require the Licensee to purchase additional insurance if the Railroad reasonably determines that the amount of insurance then being maintained by the Licensee is insufficient in light of all relevant factors. If the Licensee is required to purchase additional insurance, the Railroad

will notify the Licensee. Failure of the Licensee to comply within thirty (30) days shall be considered a default subject to Section 13.

11.4 Furnishing of insurance by the Licensee shall not limit the Licensee's liability under this Agreement, but shall be additional security therefor.

11.5 The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Agreement, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the Agreement was in effect and the insurance was in force.

11.6 If contractors are utilized, the Licensee agrees to require all such contractors to comply with the insurance requirements of this Section.

12. EFFECTIVE DATE AND TERMINATION

12.1 This Agreement shall become and be effective as of the day and year first above written, and shall be terminable upon not less than thirty (30) days' notice served or given by either party hereto to the other; provided, however, that this Agreement may be immediately terminated by the Railroad upon the violation of any of the terms hereof by the Licensee.

12.2 Upon the removal or abandonment of the Facilities covered hereby, all the rights, title and interest of the Licensee hereunder shall cease and terminate, and this Agreement shall thereupon become and be null and void, without any liability on the part of either party to the other party, except only as to any liability accrued prior thereto, and the Licensee shall remove its Facilities and appurtenances from the Property, and all property of the Railroad shall be restored to good condition and to the satisfaction of the Railroad. Upon notification by the Railroad of termination of this Agreement, the Licensee shall remove its Facilities and appurtenances from the Property, and all property of the Railroad shall be restored to good condition and to the satisfaction of the Railroad. If the Licensee fails or refuses to remove its Facilities and appurtenances under any of the foregoing conditions, the Railroad shall be privileged to do so at the cost and expense of the Licensee and thereafter, bill the Licensee in accordance with the terms of Section 8 hereof, and the Railroad shall not be liable in any manner to the Licensee for said removal.

12.3 Anything herein contained to the contrary notwithstanding, there shall be no obligation on the part of the Railroad to continue to own the Property or to operate the line of railroad in the vicinity of the Facilities to prevent the termination of the Licensee's occupation rights at any Property covered hereunder on account of an abandonment of line or service by the Railroad; nor shall there be any obligation upon the Railroad to perfect its title in order to continue in existence the said occupation rights after such abandonment of line, service or Property.

13. DEFAULT

13.1 Upon the failure of the Licensee to perform or comply with any term, covenant, clause or condition herein contained, this Agreement shall terminate immediately upon notice by the Railroad. The Licensee, at its sole cost and expense shall immediately, but not later than seventy-two (72) hours after posting of such notice, remove its Facilities and restore the Property and premises to its original condition, to the satisfaction of the Railroad.

14. SUCCESSORS

14.1 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, successors and assigns, subject, however, to the terms of Section 14.2 hereof.

14.2 The rights hereby afforded shall be the personal privilege of the Licensee, and no assignment or transfer thereof by operation of law or voluntary act of the Licensee shall be made, or other use of the Facilities be permitted than as herein provided, without the prior consent and agreement in writing of the Railroad being first had and obtained.

15. WAIVER

15.1 No waiver of any of the terms or provisions of this Agreement shall be effective unless such waiver is in writing and the waiver by the Railroad of any breach of any term, covenant, obligation or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or a waiver of any other term, covenant, obligation or condition herein contained.

16. NOTICES

16.1 Every notice, approval, consent, or other communication desired or required under this Agreement shall be effective only if the same shall be in writing and sent postage prepaid by overnight mail or United States registered or certified mail (or a similar mail service available at the time), directed to the other party at its address as follows (or such other address as either party may designate by notice given from time to time in accordance with this Section):

If to the Railroad:

East Penn Railroad, LLC
505 South Broad Street
Kennett Square, PA 19348

With copy to:

ReLTEK, LLC
6 Terri Lane, Suite 300
Burlington, NJ 08016

If to the Licensee:

Short Brothers Inc.
P.O. Box 3085
West Chester, PA 19311

Attn: Joe Liberato

Emergency phone number (610) 226-5717

17. ENTIRE AGREEMENT

17.1 The entire agreement between the Railroad and the Licensee with respect to the subject matter hereof is set forth in this Agreement and there are no understandings, agreements, or representations of any kind between the parties, verbal or otherwise, with respect to the subject matter of this Agreement other than as set forth herein. No change or modification of any of the terms, obligations, addenda, exhibits or provisions hereof shall be valid unless in writing and signed by the parties hereto.

18. PARTIAL INVALIDITY

18.1 If any term, obligation or condition of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent by a final judgment or award which shall not be subject to change by appeal, then the remainder of this Agreement or the application of such term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law. Furthermore, each agreement, obligation and other provision of this Agreement is and shall be deemed and construed as a separate and independent obligation of the party bound by, undertaking or making the same, and not dependent on any other provision of this Agreement unless expressly so provided.

19. TITLE; NO REPRESENTATIONS

19.1 The Licensee acknowledges that the Railroad occupies, uses and possesses various properties under various forms and qualities of property rights. The Licensee also acknowledges that the Railroad and other third parties may be using and/or have the right to use the Property for uses similar or dissimilar to the use intended by the Licensee. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of the Railroad's title for any particular Property occupied, used or enjoyed in any manner by the Licensee under any rights created in this Agreement or as a warranty, guaranty or representation as to whether or not the Licensee's intended use does not conflict with prior or current uses or rights to use the Property. It is expressly understood that the Railroad does not warrant title to any property, and the Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Property and all leases, licenses and easements or other interests previously granted to others therein.

19.2 The Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right, to any claim against the Railroad for damages on account of any deficiencies in title to the Property in the event of failure or insufficiency of the Railroad's title to any portion thereof arising from the Licensee's use or occupancy thereof.

19.3 The Licensee agrees to fully and completely indemnify and defend the Railroad against all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Licensee's Facilities in, on or along the Property, including claims for punitive or special damages.

19.4 Without limiting the generality of Section 19.1, the Licensee acknowledges and agrees that the Railroad makes no representations or warranties of any kind or nature with respect to the Property (including, without limitation, any representation or warranty as to the condition of the property or its suitability for the Licensee's intended use).

20. THIRD PARTY BENEFICIARY

20.1 Nothing contained in this Agreement shall be construed to confer upon any other party the rights of a third-party beneficiary.

21. GOVERNING LAW

21.1 This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the state where the Property is located.

22. EXHIBITS AND ADDENDA

22.1 Any exhibit or addendum to this Agreement shall be deemed a part hereof.

23. HEADINGS

23.1 Section headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

24. TERMINOLOGY

24.1 The term "Railroad," shall include the respective subsidiaries and affiliates of the Railroad and the directors, officers, agents and employees of the Railroad or such subsidiaries and affiliates. The term "Railroad" shall also include any company (its respective subsidiaries, affiliates, directors, officers, agents and employees) whose tracks, right-of-way, or other land or air space at the location of the Facilities is leased to or operated by the undersigned Railroad.

24.2 "Licensee" shall include the respective subsidiaries and corporate affiliates of the Licensee and the directors, officers, agents and employees of the Licensee and such subsidiaries and affiliates.

24.3 For purposes of Sections 10 and 11 of the Agreement the term "Licensee" shall also include Licensee's agents, employees, servants, sub-licensees and invitees.

25. CONDEMNATION

25.1 If all or any part of the Property shall be acquired or taken under eminent domain proceedings, or transferred to a public authority in lieu of such proceedings, the Railroad may terminate this License as of the date when possession is taken. All damages awarded for such taking shall belong to and be the property of the Railroad. The Licensee shall have no claim against the Railroad by reason of such taking or termination and shall not have any claim or right to any portion of the amount that may be awarded or paid to the Railroad as a result of any such taking. The Licensee may, however, make claims against the condemning authority for moving expenses, loss of fixtures, or other items which do not affect the award otherwise payable to the Railroad so long as such claim does not reduce the award otherwise payable to the Railroad.

26. PENNSYLVANIA PUBLIC HIGHWAY OCCUPANCY

26.1 The Licensee shall within ten (10) days of execution of this Agreement, make application to the Pennsylvania Public Utility Commission, pursuant to 66 Pa, C.S. §2702(a), for approval to alter a public highway railroad crossing by the construction, alteration or removal of the Facilities, as herein contemplated, within the intersection of the public highway and the Property. The Licensee shall serve the Railroad with a copy of the application to the Pennsylvania Public Utility Commission including exhibits, if applicable. The Licensee shall likewise make said application to the Pennsylvania Public Utility Commission for any subsequent, alteration or removal of the Facilities.

(signature page follows)

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

WITNESS:

EAST PENN RAILROAD, LLC
Railroad

BY: _____
Karen Kuivinen, Manager Real Estate/Contracts

WITNESS:

SHORT BROTHERS INC.
Licensee

BY: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No. _____

This document was prepared by:

ReLTEK, LLC
Railroad Operations
6 Terri Lane
Suite 300
Burlington, NJ 08016

New Filing

Your filing has been electronically received. Upon review of the filing for conformity with the Commission's filing requirements, a notice will be issued acknowledging acceptance or rejection (with reason) of the filing. The matter will receive the attention of the Commission and you will be advised if any further action is required on your part.

The date filed on will be the current day if the filing occurs on a business day before or at 4:30 p.m. (EST). It will be the next business day if the filing occurs after 4:30 p.m. (EST) or on weekends or holidays.

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Representing	Aqua Pennsylvania Wastewater, Inc.
Case Description	Application of Aqua Pennsylvania Wastewater, Inc. for approval to begin to offer, render, furnish and supply wastewater service to the public in an additional portion of New Garden Township, Chester County, Pennsylvania
Transmission Date	10/12/2022, 11:35:13 AM
Filed On	10/12/2022, 11:35:13 AM
eFiling Confirmation Number	2438807
Filing Fee	\$350.00

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Secretary
 Pennsylvania Public Utility Commission
 400 North Street
 Harrisburg PA 17120

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Uploaded File List

File Name	Document Type	Upload Date
Thompson Drive - New Garden PUC App.pdf (/Documents/187682)	Application for Additional Territory (Fixed Utility) - \$350.00 Fee	10/12/2022, 11:34:55 AM

For filings exceeding 250 pages, the PUC is requiring that filers submit one paper copy to the Secretary's Bureau within three business days of submitting the electronic filing online. Please mail the paper copy along with copy of this confirmation page to

Secretary
 Pennsylvania Public Utility Commission
 400 North Street
 Harrisburg PA 17120

a copy of the filing confirmation page or reference the filing confirmation number on the first page of the paper copy.

No paper submission is necessary for filings under 250 pages.

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