



Erin K. Fure
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June 6, 2025

VIA ELECTRONIC FILING

PUBLIC VERSION

Matthew L. Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17105-3265

In re: Application of Pennsylvania-American Water Company for Certificate of Public Convenience for Approval of the Right to Offer, Render, Furnish and Supply Water Service to the Public in Additional Portions of West Mahanoy Township, Schuylkill County, Pennsylvania, Gilberton Boro, Schuylkill County, Pennsylvania, Ryan Township, Schuylkill County, Pennsylvania, and New Castle Township, Schuylkill County, Pennsylvania - *Nunc Pro Tunc*
Docket No. A-2025-3054442

Dear Secretary Homsher:

In response to your Secretarial Letter of May 15, 2025, please find attached Pennsylvania-American Water Company's Responses to Set I Data Requests. Please note that some attachments are **CONFIDENTIAL** and should be treated as such.

Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "EK Fure".

Erin K. Fure

cc: All Parties on the attached Certificate of Service (*via electronic mail*)
Susan Johnson, Bureau of Technical Utility Services (*via electronic mail*)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application of Pennsylvania-American Water Company for Certificate of Public Convenience for Approval of the Right to Offer, Render, Furnish and Supply Water Service to the Public in Additional Portions of West Manahoy Township, Schuylkill County, Pennsylvania, Gilberton Boro, Schuylkill County, Pennsylvania, Ryan Township, Schuylkill County, Pennsylvania, and New Castle Township, Schuylkill County, Pennsylvania - <i>Nunc Pro Tunc</i>	:	
	:	Docket Number
	:	A-2025--3054442
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CERTIFICATE OF SERVICE

I hereby certify that on the 6th day of June, 2025 served the above-referenced Responses upon the persons, via electronic mail, which service satisfies the requirements of 52 Pa. Code §1.54 (relating to service by a party).

SERVED VIA ELECTRONIC MAIL ON JUNE 6, 2025

Darryl A. Lawrence, Consumer Advocate
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923
(via electronic mail)

NazAarah Sabree, Small Business Advocate
Office of Small Business Advocate
555 Walnut Street
1st Floor, Forum Place
Harrisburg, PA 17101
(via electronic mail)

Alison Kaster, Director
Pennsylvania Public Utility Commission
Bureau of Investigation and Enforcement
400 North Street
PO Box 3265
Harrisburg, PA 17105
(via electronic mail)

Respectfully Submitted,



Erin K. Fure, Esquire (PA ID #312245)
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
Phone: (717) 550-1556
Email: erin.fure@amwater.com

**Attorney for Pennsylvania-American
Water Company**

Application of Pennsylvania-American Water Company for Approval, *nunc pro tunc*, of the Right to Offer, Render, Furnish, and Supply Water Service to the Public in Additional Portions of Gilberton Borough and West Mahanoy, Ryan and New Castle Townships, Schuylkill County, Pennsylvania

Pennsylvania-American Water Company's Responses to TUS Set I

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A-1. The Application's Exhibit B-1, Map of the Applied for Service Territory, depicts the four requested service territories (Requested Territories). However, the map does not depict the location or route of the water facilities or the elevations of the major facilities. 52 Pa. Code § 3.501(a)(2)(ii) requires applicants to identify the location or route of water facilities and 52 Pa. Code § 3.501(a)(2)(iv) requires applicants to identify the elevations of the major facilities. For each Requested Territory, please provide individual maps of suitable scale that depict the location or route of PAWC's water facilities, along with the elevations of the major facilities.

Response: Please see **CONFIDENTIAL ATTACHMENT A-1**.

Responsible Witnesses: **Mallory M Weakland, Principal GIS Specialist
Pennsylvania-American Water Company**

Date: **June 6, 2025**

ATTACHMENT A-1

OVERVIEW MAP OF THE REQUESTS TERRITORIES

CONFIDENTIAL

Application of Pennsylvania-American Water Company for Approval, *nunc pro tunc*, of the Right to Offer, Render, Furnish, and Supply Water Service to the Public in Additional Portions of Gilberton Borough and West Mahanoy, Ryan and New Castle Townships, Schuylkill County, Pennsylvania

Pennsylvania-American Water Company's Responses to TUS Set I

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A-2. Please provide copies of final subdivision plans for each phase of the Laurel Ridge Development, located in Requested Territory Area 3.

Response: Please see **Attachment A-2**.

Responsible Witnesses: **Bradley M. Sauers, Senior Supervisor Operations –
Berwick/Frackville
Pennsylvania-American Water Company**

**Todd M. Troop, Lead Plant Operator – Frackville
Pennsylvania-American Water Company**

Date: **June 6, 2025**

ATTACHMENT A-2

COPIES OF SUBDIVISION PLANS OF LAUREL RIDGE

1-8"x8" M.J. TEE,
2-8" M.J. GATE VALVES,
2-VALVE BOXES.

PROPOSED: 2020 L.F.
8" DUCTILE IRON WATER PIPE, 8-SHORT AND 50-⁽⁴²⁾ LONG, 1" COPPER WATER LINE SERVICES, 4-HYDS.

1-8" M.J. GATE VALVE,
1-8" M.J. PLUG W/2" TAP,
1-2" B.O. ASSEMBLY,
2-VALVE BOXES.*

2-8" M.J. 45° BENDS.

Note: No Units Being Built #68-#67 AS PER DOC 6708

1-5 1/4" M.J. FIRE HYD.,
1-8"x6" M.J. HYD. TEE,
2-HYD. CONN. PCS., 6"x13",
1-6" M.J. 90° BEND,
1-6" M.J. GATE VALVE,
1-VALVE BOX.

2-8" M.J. 45° BENDS.

5-8" M.J. 1 1/4° BENDS.

1-5 1/4" M.J. FIRE HYD.,
1-8"x6" M.J. HYD. TEE,
2-6"x13" HYD. CONN. PCS.,
1-6" M.J. GATE VALVE
1-VALVE BOX.

1-5 1/4" M.J. FIRE HYD.,
1-8"x6" M.J. HYD. TEE,
2-6"x13" HYD. CONN. PCS.,
1-6" M.J. 90° BEND,
1-6" M.J. GATE VALVE,
1-VALVE BOX.

1-8" M.J. GATE VALVE,
1-VALVE BOX.

1-8"x8" M.J. TEE,
2-8" M.J. G. VALVES,
1-2" BLOWOFF ASSEMBLY,
1-8" M.J. PLUG W/2" TAP,
3-VALVE BOXES.*

1-5 1/4" M.J. FIRE HYD.,
1-8"x6" M.J. HYD. TEE,
2-6"x13" HYD. CONN. PCS.,
1-6" M.J. GATE VALVE,
1-VALVE BOX.

CONNECT TO EXISTING 8" D.I. WATER LINE AT EXISTING GATE VALVE.

CONNECT TO EXIST. 8"-1-8"x8" TAPPING SLEEVE
1-8" TAPPING VALVE,
1-VALVE BOX.

* UNITS NOT BEING BUILT AS PER DOC. APRIL 2006

*NOTE: ROD BACK TO CONCRETE CROSS TRENCH.

DISTRIBUTION MAP N530-429E



PROPOSED WATER LINE FOR LAUREL RIDGE		
SCALE: 1" = 100'	APPROVED BY: SECTION 1	DRAWN BY: RNF
DATE: 05/11/05	PHASE 2-B	REVISED:
WEST MAHANOHY TOWNSHIP SCHUYLKILL COUNTY, PA.		
Pennsylvania American Water 852 Wesley Drive • Mechanicsburg, PA 17055-4475		DRAWING NUMBER 1 OF 1.

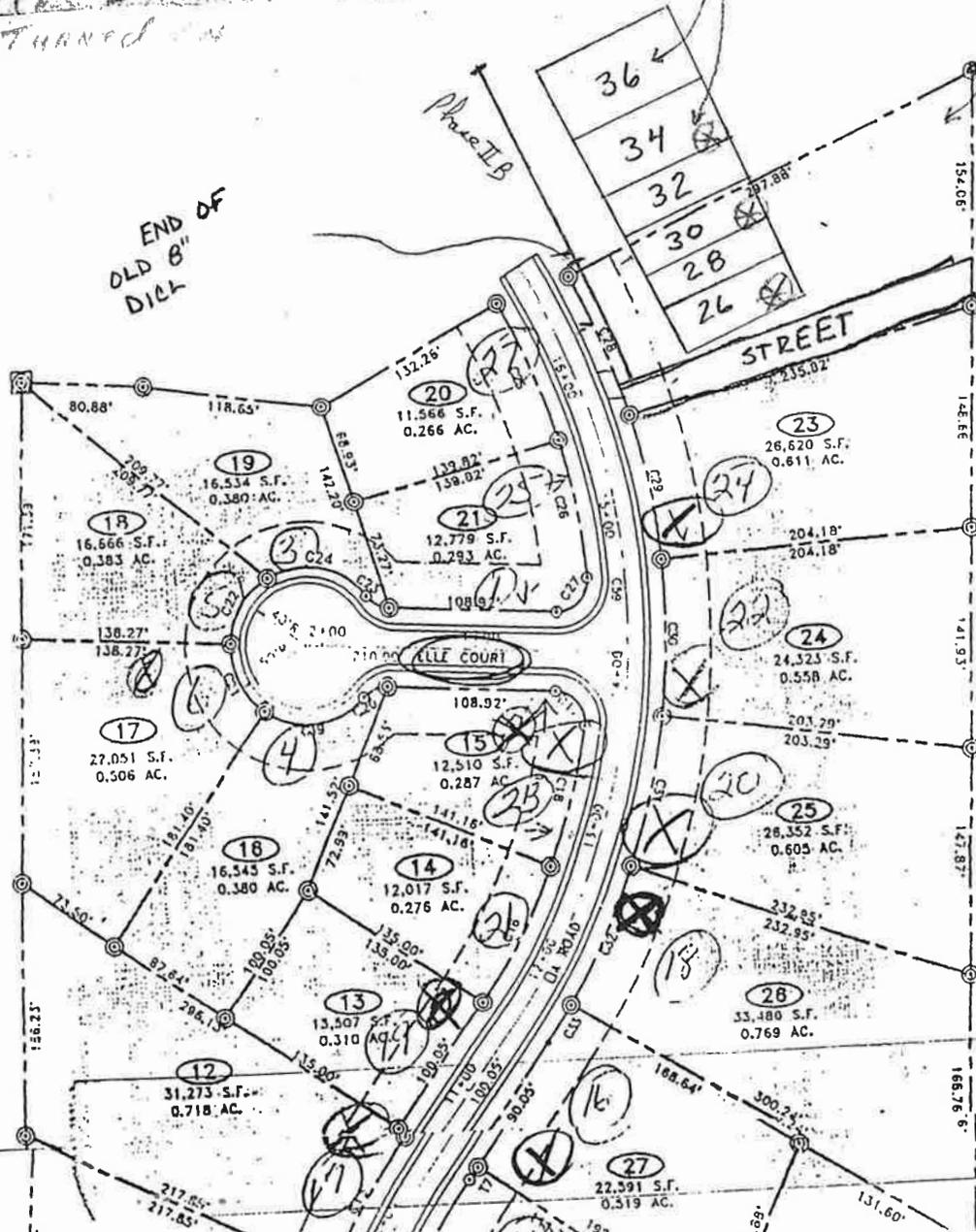
32, 34, 36 LIA ROAD
SERVICES OFF OF
NEW 8" MAIN

STREET
ADDRESSES

FORMER
LOT
#22

METERS INSTALLED
AND TURNED ON

END OF
OLD 8"
DICK



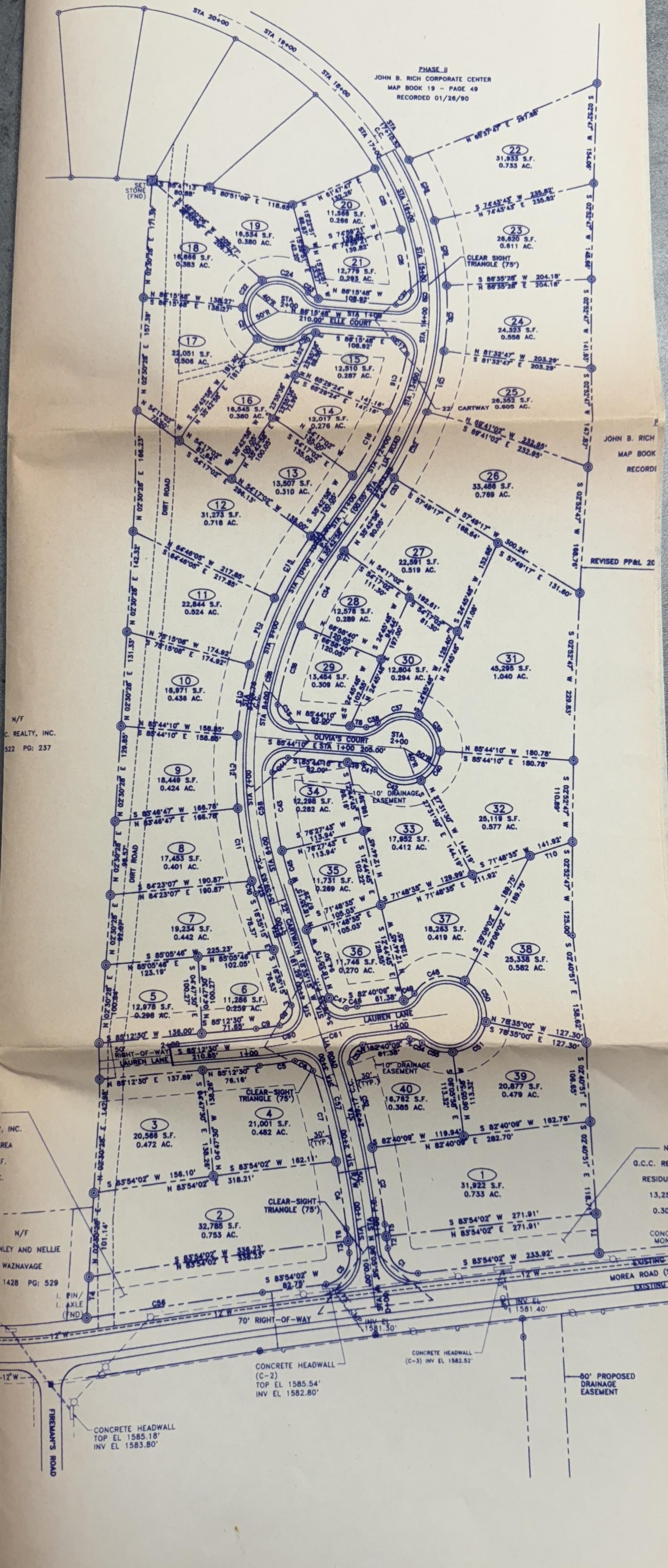
FEATURES OF SUBDIVISION

- PUBLIC WATER SUPPLY
- PUBLIC SANITARY SYSTEM
- STORMWATER SYSTEM
- AVERAGE LOT SIZE 23,900 SQ. FT., OR
- 30' WIDE PAVED ROAD
- UNDERGROUND UTILITIES

To Bill
PAWC - 2

22

PHASE II
 JOHN B. RICH CORPORATE CENTER
 MAP BOOK 19 - PAGE 49
 RECORDED 01/26/90



N/F
 C. REALTY, INC.
 522 PG: 237

JOHN B. RICH
 MAP BOOK
 RECORDED

REVISED PP&L 20

INC.
 AREA
 F.
 N/F
 NLEY AND NELLIE
 WAZNAVAGE
 1428 PG: 529

N
 G.C.C. RE
 RESIDU
 13.25
 0.30
 CONC
 MON

FIREWAY'S ROAD

CONCRETE HEADWALL
 TOP EL 1585.18'
 INV EL 1583.80'

CONCRETE HEADWALL
 (C-2)
 TOP EL 1585.54'
 INV EL 1582.80'

CONCRETE HEADWALL
 (C-3) INV EL 1582.52'

50' PROPOSED
 DRAINAGE
 EASEMENT

EXISTING
 MOREA ROAD (S)

Application of Pennsylvania-American Water Company for Approval, *nunc pro tunc*, of the Right to Offer, Render, Furnish, and Supply Water Service to the Public in Additional Portions of Gilberton Borough and West Mahanoy, Ryan and New Castle Townships, Schuylkill County, Pennsylvania

Pennsylvania-American Water Company's Responses to TUS Set I

Docket No. A-2025-3054442

A-3. Please provide copies of PAWC's public water supply construction and operations permits for facilities installed by PAWC to extend water service to the Requested Territories (e.g., PAWC's consecutive water system or systems in Areas 3 and 4, etc.) and the associated approval letters.

Response: An additional PWS construction permit application was not submitted to the DEP for these areas. These areas have been served from this water system since 1904 for Area 1, 1967 for Area 2, and 1993 for Areas 3&4.

Responsible Witness: Bruce A. Brubaker, P.E. – Manager Engineering
Project Delivery
Pennsylvania-American Water Company

Date: June 6, 2025

Application of Pennsylvania-American Water Company for Approval, *nunc pro tunc*, of the Right to Offer, Render, Furnish, and Supply Water Service to the Public in Additional Portions of Gilberton Borough and West Mahanoy, Ryan and New Castle Townships, Schuylkill County, Pennsylvania

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A-4. In the Application's Section III, Paragraph 8, PAWC indicated the Requested Territories consist of approximately 301 acres. Please quantify the area of each Requested Territory.

Response: Please see the breakdown of territory below:

Area 1: 51 acres

Area 2: 36 acres

Area 3: 113 acres

Area 4: 101 acres

Please note the updated Requested Territory is now 298 acres.

Responsible Witnesses: **Mallory M Weakland, Principal GIS Specialist
Pennsylvania-American Water Company**

Date: **June 6, 2025**

Application of Pennsylvania-American Water Company for Approval, *nunc pro tunc*, of the Right to Offer, Render, Furnish, and Supply Water Service to the Public in Additional Portions of Gilberton Borough and West Mahanoy, Ryan and New Castle Townships, Schuylkill County, Pennsylvania

Pennsylvania-American Water Company's Responses to TUS Set I

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A-5. Please provide a detailed breakdown, by major plant category, of the used and useful plant in service constructed in each Requested Territory. The breakdown should fully describe each asset and identify the size, type, material, unit quantity, cost, and year of installation.

Response: Please see **Attachment A-5**.

Responsible Witnesses: **Bradley M. Sauers, Senior Supervisor Operations –
Berwick/Frackville
Pennsylvania-American Water Company**

**Todd M. Troop, Lead Plant Operator – Frackville
Pennsylvania-American Water Company**

Date: **June 6, 2025**

ATTACHMENT A-5

**DETAILED BREAKDOWN OF MAJOR PLANT CATEGORY OF
USED AND USEFUL PLANT IN SERVICE**

Frackville TUS Data Request A-5

Gilberton Boro (Area 1)

Quantity	Units	Description	Cost At Install Year	Current Cost	Install Year	
61	LF	N. Nice St. 4" CI Pipe	\$ 64.05	\$ 34.19	1904	*
215	LF	N. Second St. 2" CI Pipe	\$ 141.90	\$ 20.86	1915	
2	EA	1" Corps (N. Nice)	\$ 8.05	\$ 52.21	1904	*
3	EA	1" Corps (N. Second)	\$ 3.93	\$ 52.21	1915	
2	EA	1" Curb Stop (N. Nice)	\$ 6.58	\$ 106.55	1904	*
3	EA	1" Curb Stop (N. Second)	\$ 6.36	\$ 106.55	1915	
2	EA	3/4" Blow off	\$ 2.60	\$ 42.24	1904	*
1	EA	4" Gate Valve	\$ 21.13	\$ 383.52	1944	

West Mahanoy Township (Area 1)

24	LF	4" CI Pipe	\$ 25.20	\$ 820.56	1904	*
109	LF	2" CI Pipe	\$ 71.94	\$ 2,273.74	1915	
2	EA	1" Corp	\$ 3.22	\$ 104.42	1904	*
2	EA	1" Curb Stop	\$ 6.58	\$ 213.10	1904	*

New Castle Township (Area 2)

		No Conveyance Facilities				

Ryan Township (Area 3)

		No Conveyance Facilities				

Laurel Ridge (Area 3)

3895	LF	8" DI Pipe	\$ 57,373.40	\$ 119,966.00	1995	
682	LF	6" DI Pipe	\$ 7,147.36	\$ 14,942.62	1995	
7	EA	Hydrant	\$ 5,456.01	\$ 11,410.00	1995	
6	EA	2" Blow off	\$ 563.94	\$ 1,179.42	1995	
95	EA	1" Corp	\$ 2,372.15	\$ 4,959.95	1995	
95	EA	1" Curb Stob	\$ 4,012.80	\$ 4,012.80	1995	
11	EA	6" Gate Valve	\$ 2,575.87	\$ 5,386.92	1995	
18	EA	8" Gate Valve	\$ 13,062.42	\$ 13,062.42	1995	
4	EA	8"x6" Tee	\$ 577.40	\$ 1,207.56	1995	
1	EA	6" Flow Meter	\$ 1,331.71	\$ 2,785.00	1995	
4	EA	4" Gate Valve	\$ 1,534.08	\$ 1,534.08	1995	
5	EA	Sample Stations			Unknown	
1	EA	8X8 Tap Sleeve	\$ 149.89	\$ 313.47	1995	

Frackville TUS Data Request A-5

Firemans RD (Area 3)						
1612	LF	12" DI	\$ 25,276.16	\$ 63,013.08	1990	
2	EA	12" Gate Valve	\$ 1,363.24	\$ 2,850.96	1990	
1	EA	6" Gate Valve	\$ 571.68	\$ 578.41	1990	
1	EA	Hydrant	\$ 653.70	\$ 1,630.00	1990	
1	EA	2" Blow off	\$ 78,383.00	\$ 196.57	1990	
5	EA	1" Corp	\$ 104.70	\$ 261.05	1990	
5	EA	1" Curb Stop	\$ 84.70	\$ 211.20	1990	
1	EA	12"x12" Tee	\$ 249.88	\$ 623.08	1990	

Morea Rd (Area3)

1187	LF	12" DI Pipe	\$ 23,609.43	\$ 46,399.83	1998	
4	EA	12" Gate Valve	\$ 2,900.60	\$ 5,701.92	1998	
2	EA	1" Corp	\$ 53.12	\$ 104.42	1998	
2	EA	1" Curb Stop	\$ 42.98	\$ 84.48	1999	

Power Plant (Area 4)

		No Conveyance Facilities				

All cost values were generated using U.S. Bureau of Labor Statistics CPI Inflation Calculator

* Cost values are valuated at 1913 inflation rates for Cost at Year Installed.

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Pennsylvania-American Water Company's Responses to TUS Set I

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A-6. In the Application's Section III, Paragraph 10, PAWC indicated the Requested Territories service a total of 81 customers. Please provide the following:

- a.** A breakdown of the number of customers for each Requested Territory, by customer class; and
- b.** A breakdown of the projected number of customers for each Requested Territory, by customer class, by year, for the next five years.

Response:

- a. It was discovered by pulling premises that PAWC is requesting only 78 customers and not 81. Please see the breakdown below by each area of Requested Territory:

Area 1:

Seasonal – 2
Commercial – 1
Residential - 8

Area 2:

Private Fire - 1
Commercial – 2

Area 3:

OPA - 1
Commercial – 9
Residential - 52

Area 4:

Commercial – 1

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Pennsylvania-American Water Company's Responses to TUS Set I

Docket No. A-2025-3054442

A-7. In the Application's Section III, Paragraph 10, PAWC indicated that there was one other public authority customer. However, the Application's Exhibit I, Revenue and Expenses for Applied for Service Territory, reflected two municipal customers. Please explain this apparent discrepancy and, if necessary, provide a revised Exhibit I.

Response: Please refer to **Attachment A-7** for the revised copy of the Application's Exhibit I reflecting one other public authority ("OPA") customer. The discrepancy between the number of OPA customers in the application was due to a timing issue of the data reported. Exhibit I initially reflected an additional OPA customer who was later terminated.

Responsible Witnesses: **Stacey Gress, Director – Rates and Regulatory
American Water Works Service Company**

Date: **June 6, 2025**

ATTACHMENT A-7

UPDATED REVENUES AND EXPENSES (REVISED EXHIBIT I)

**Estimated Annual Revenue and Expense
in Application Territory
Water**

Line No.		60 Residential Customers	1 Municipal Customer	2 Commercial Customers	5 Commercial Customers	1 Commercial Customer	1 Commercial Customer	1 Commercial Customer	9 Public Fire Hydrants	1 Private Fire (Unmetered)	Total	Line No.
1	Estimated Annual Revenue											1
2												2
3	Meter Size	5/8"	5/8"	5/8"	1"	2"	3"	4"		4"		3
4	Monthly Service Charge	\$18.80	\$19.30	\$19.30	\$48.40	\$127.10	\$236.90	\$296.90	\$22.86	\$61.49		4
5	Average Monthly Usage (100 Gallons)	32.01	7.13	4.42	114.23	133.00	367.86	15.29				5
6	Usage Charge per 100 Gallons (first 16,000 gallons)	\$1.8772	1.8988	1.8033	1.8033	1.8033	1.8033	1.8033				6
7	Usage Charge per 100 Gallons (all in excess of 16,000 gallons)						1.3523					7
8	Usage Charge (first 16,000 gallons)	\$60.09	\$13.54	\$7.97	\$206.00	\$239.84	\$288.53	\$27.57				8
9	Usage Charge (all in excess of 16,000 gallons)						\$281.09					9
10	Monthly Total Revenue	<u>\$78.89</u>	<u>\$32.84</u>	<u>\$27.27</u>	<u>\$254.40</u>	<u>\$366.94</u>	<u>\$806.52</u>	<u>\$324.47</u>	<u>\$22.86</u>	<u>\$61.49</u>		10
11	Annual Total Residential Revenue (Ln. 10 x 12 months), 60 cust.	\$56,800.80									\$56,801	11
12	Annual Total Municipal Revenue (Ln. 10 x 12 months), 1 cust.		\$394.08								\$394	12
13	Annual Total Commercial Revenue (Ln. 10 x 12 months), 10 cust.			\$654.48	\$15,264.00	\$4,403.28	\$9,678.24	\$3,893.64			\$33,894	13
14	Annual Revenue, 9 Public Fire Hydrants								\$2,468.88		\$2,469	14
15	Annual Revenue, Unmetered Private Fire									\$737.88	\$738	15
16												16
17	Total Estimated Annual Revenue										\$94,295	17
18												18
19	Estimated Annual Expenses											19
20												20
21	Estimated Expenses	\$11,451.04	\$79.45	\$131.94	\$3,077.22	\$887.70	\$1,951.13	\$784.96	\$497.73	\$148.76	\$19,010	21
22												22
23	Total Estimated Expenses per Year										\$19,010	23
24												24
25	Net Income (Ln. 17 - Ln. 23)										\$75,285	25

Exhibit I Revised

Application of Pennsylvania-American Water Company for Approval, *Nunc pro tunc*, of the Right to Offer, Render, Furnish, and Supply Water Service to the Public in Additional Portions of Gilberton Borough and West Mahanoy, Ryan and New Castle Townships, Schuylkill County, Pennsylvania

Pennsylvania-American Water Company's Responses to TUS Set I

Docket No. A-2025-3054442

A-8. In the Application's Section III, Paragraph 12, PAWC indicated that operations for the Requested Territories will continue through PAWC's Center Street Water Treatment Plant (WTP) and a system interconnection with Schuylkill County Municipal Authority (SCMA Interconnection). Please provide responses to the following:

- a. Clarify the permitted average daily and maximum daily treatment capacity of the Center Street WTP;
- b. Clarify the projected average daily and maximum daily supply capacity of the SCMA Interconnection.
- c. Clarify the projected average daily and the maximum daily demand for the Center Street WTP, by each of the Requested Territories;
- d. Clarify the projected average daily and the maximum daily demand for the SCMA Interconnection for each of the Requested Territories;
- e. Provide copies of the current agreement between PAWC and SCMA that describe the service exchanged and rates charged by each party for the SCMA Interconnection in Areas 3 and 4; and
- f. Confirm whether the agreements provided in response to Data Request A-8-e must be filed with the Commission pursuant to Section 507 of the Pennsylvania Public Utility Code and provide evidence of an certificates of filings for these Agreements.

Response:

- a. 2024 Average Daily 320,000 Gal/Day. Max Daily Capacity 1,000,800
- b. 100,000 Gal/ Day Average Daily. 400,000Gal. Daily Max
- c. *See, Attachment 8-c.*
- d. *See, Attachment 8-d.*

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- e. *See, Attachment 8-e.*
- f. The SCMA Agreement was approved at Docket No. U-00932197. This Agreement will be renegotiated after this Application is approved. *See, Attachment 8-f.*

**Responsible Witnesses: Bradley M. Sauers, Senior Supervisor Operations –
Berwick/Frackville
Pennsylvania-American Water Company**

**Todd M. Troop, Lead Plant Operator – Frackville
Pennsylvania-American Water Company
(Subparts a-d)**

**Jana Hurst, Senior Paralegal
Pennsylvania-American Water Company
(Subparts e-f)**

Date: June 6, 2025

ATTACHMENT A-8-c

**MAXIMUM DAILY DEMAND OF CENTER STREET WTP IN
THE REQUESTED TERRITORIES**

Frackville TUS Data Request A-8 C.

Center Street Plant Demand

	Average use	Number of Services	Average Daily Demand	Maximim Daily Demand
Area 1-	180	10	1800	2700
Area 2-	180	1	180	270
Area 3-	180	8	1440	2160
Area 4-	180	0	0	0

An average annual rate of use in gallons per capita per day of 180 is common in the US, and the maximum daily demand is usually 150% of the average annual rate.

This is from the text: Integrated Design and Operation of Water Treatment Facilities, Susumu Kawamura.

ATTACHMENT A-8-d

**PROJECTED AVERAGE DAILY DEMAND MAXIMUM
DEMAND FOR SCMA INTERCONNECTION IN THE
REQUESTED TERRITORIES**

Frackville TUS Data Request A-8d

SCMA Demand

	Average use	Number of Services	Average Daily Demand (GAL)	Maximim Daily Demand (GAL)
Area 1-	180	0	0	0
Area 2-	180	0	0	0
Area 3-	180	51	9180	13770
Area 4-	180	1	180	270

An average annual rate of use in gallons per capita per day of 180 is common in the US, and the maximum daily demand is usually 150% of the average annual rate.

This is from the text: Integrated Design and Operation of Water Treatment Facilities, Susumu Kawamura.

ATTACHMENT A-8-e
SCMA WATER PURCHASE AGREEMENT

THIS AGREEMENT made this 17th of MARCH, 1993,

by and between SCHUYLKILL COUNTY MUNICIPAL AUTHORITY, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called "AUTHORITY") and PENNSYLVANIA-AMERICAN WATER COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called "PAWC"),

WHEREAS, AUTHORITY is a municipal authority which provides water service to the public in certain portions of Schuylkill County, Pennsylvania; and

WHEREAS, AUTHORITY desires to provide service to a new State Correctional Facility being constructed in Mahanoy Township pursuant to a request from said Facility; and

WHEREAS, PAWC is a public utility authorized to provide water service to the public in certain portions of Schuylkill County, including a portion of Mahanoy Township, and

WHEREAS, the new State Correctional Facility is located within the certificated service territory of PAWC in Mahanoy Township; and

WHEREAS, both parties desire that the AUTHORITY provide water service to the new State Correctional Facility in Mahanoy Township;

WHEREAS, PAWC requires an additional supply of water for sale to its customers within its certificated service territory and has requested from AUTHORITY a certain portion of such additional supply for resale to its customers, which AUTHORITY is willing to do, all in accordance with terms and conditions of the within Agreement and applicable federal, state and local laws, regulations and ordinances.

NOW, THEREFORE, WITNESSETH, in consideration of the mutual promises and covenants contained herein, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

RECEIVED
APR 22 1993
SECRETARY'S OFFICE
PENNSYLVANIA COMMISSION

1. PAWC WILL NOT FILE A PROTEST WITH THE
Commission (hereinafter called "Pa. P.U.C.") otherwise object to the
AUTHORITY'S providing water service to the new State Correctional Facility in
Mahanoy Township, and the AUTHORITY agrees that it will not serve or attempt to
serve any additional customer(s) in PAWC's certificated service territory. PAWC
specifically reserves the right to object if Authority attempts to serve any
other customer(s) in PAWC's certificated service territory, other than the new
State Correctional Facility in Mahanoy Township.

2. The AUTHORITY shall make a supply of water available for sale and
delivery to PAWC, as follows:

A. Upon the effective date of this Agreement

(i) a minimum supply of water of Two Hundred Thousand
(200,000) gallons per day, as an average rate of flow, on an
as-needed but "emergency only" basis; and

(ii) a minimum supply of water of Eighty Thousand
(80,000) gallons per day, as an average rate of flow, on an
as-needed but "non-emergency" basis; and

B. In the event that its filtration plant capacity is
increased and expanded, upon approval of all regulatory bodies,

(i) Up to Four Hundred Thousand (400,000) gallons per
day, or Two Hundred Seventy-Five (275) gallons per minute as
a maximum rate of flow on an "emergency only" basis; and

(ii) Up to One Hundred Thousand (100,000) gallons per
day, based on annual average daily use, on a "non-emergency"
basis.

The AUTHORITY is unable to, and does not hereby guarantee, any specific rate of
flow and may at its discretion impose restrictions on water consumption in

accordance with the rules and regulations of the
applicable governmental regulatory bodies.

3. The within Agreement shall continue for as long as the AUTHORITY is in a position and able to make available the additional supply of water to PAWC and as long as PAWC needs and requires such additional supply of water, it being understood by and between the parties hereto that this Agreement may be cancelled by either party giving written notice to the other at least one (1) year prior to the proposed termination date, unless due to emergency conditions, a shorter period of time is required.

4. Attached hereto and made a part hereof as Exhibit "A" is a print depicting the facilities, connections, mains, meters, and such other appliances and equipment as are necessary to effectuate the within Agreement. All such items shall be provided, installed, constructed and maintained by PAWC except for such items which PAWC transfers and assigns to AUTHORITY, with acceptance by the AUTHORITY, in which event AUTHORITY shall maintain and repair the same.

5. The additional supply of water to be provided by AUTHORITY to PAWC pursuant to this Agreement shall be in accordance with all rules and regulations of the AUTHORITY as well as all rules and regulations of all applicable governmental bodies, federal, state and local, as any and all such rules and regulations may be amended from time to time in the future.

6. Attached hereto and made a part hereof as Exhibit "B" is a copy of the current rate structure of the AUTHORITY. PAWC agrees to pay for water provided to it pursuant to such schedule. The parties recognize that from time to time the rate schedule of the AUTHORITY may be amended, in which event the AUTHORITY shall furnish a copy of such amendment to PAWC at the same time such amendment or change is made available to other customers of AUTHORITY.

7. AUTHORITY recognizes that an interruption in service or decrease in water supply to PAWC would affect the operation of PAWC within its certificated area where AUTHORITY water is sold for resale to customers of PAWC. Accordingly, AUTHORITY agrees that if it has a planned or scheduled maintenance outage of its system which would result in an interruption or decrease to PAWC, AUTHORITY shall notify PAWC one (1) week in advance and set forth the time and duration of such planned or scheduled outage. In the event of an emergency outage, the AUTHORITY will notify PAWC as promptly as possible in a manner consistent with the rules and regulations of the authority and all governmental regulatory bodies. The AUTHORITY shall not be liable for damages occasioned by interruptions or decreases of service or by unsatisfactory service beyond the control of the AUTHORITY or interruptions necessary for repairs or changes in water facilities or operations.

8. Representations and Warranties:

A. The AUTHORITY represents and warrants to PAWC as follows:

(i) The execution, delivery and performance of this Agreement by the AUTHORITY has been duly authorized by its Board, and this Agreement constitutes a valid and binding obligation of the AUTHORITY enforceable in accordance with its terms.

(ii) The execution and performance of this Agreement in accordance with its terms by the AUTHORITY will not violate any provision of law.

B. PAWC represents and warrants to AUTHORITY as follows:

(i) The execution, delivery and performance of this Agreement by PAWC has been duly authorized, and this Agreement

in accordance with its terms.

(ii) The execution and performance of this Agreement in accordance with its terms by PAWC will not violate any provision of law.

9. The obligations of the parties under this Agreement shall be subject to the following conditions:

A. AUTHORITY delivering to PAWC a certified copy of resolutions of its Board of Directors, authorizing the officers of the AUTHORITY to enter into this Agreement and to execute any and all documents necessary to effectuate the purposes hereof.

B. The written consent and approval of PAWC to the AUTHORITY'S furnishing water service to the new State Correctional Facility on Morea Road, Mahanoy Township, Schuylkill County, Pennsylvania.

C. Approval by the Pa. P.U.C. of the within Agreement, at the cost of PAWC.

10. Notices: All notices, demands, requests, and approvals which may be or are required to be given by any party hereto to the other party shall be in writing and shall be deemed to have been sufficiently given if deposited in the United States mail, certified, with certified mail and postal charges prepaid, to the address of the party stated below or to such changed address as such party may have fixed by notice:

To PAWC: 800 West Hersheypark Drive
Hershey, PA 17033

To AUTHORITY: 221 South Centre Street
Pottsville, PA 17901

provided, however, that any notice of change of address shall be effective only upon receipt.

Whenever reference in this Agreement is made to any approval, consent, or permission required or permitted to be given by any of the parties hereto, such party covenants and agrees that its approval, consent or permission, as the case may be, shall not be unreasonably withheld.

11. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12. Whole Agreement - Alterations or Amendment: The whole agreement by the parties hereto is herein written and the parties are not bound by any agreement, understanding, or conditions other than are expressly set forth and stipulated herein. No change, alteration, amendment, modification, or waiver of any of the terms or provisions hereof shall be effective unless the same be in writing and signed by the parties.

13. Counterparts: This Agreement may be executed in one or more counterparts, any and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the AUTHORITY and PAWC have caused this Agreement to be executed by their respective duly authorized officers, under their respective seals, as of the day and year first above written.

ATTEST:

SCHUYLKILL COUNTY MUNICIPAL
AUTHORITY

Walter R. Yecker
Secretary
(Seal)

By: Thomas A. Elliott
Chairman

ATTEST:

PENNSYLVANIA-AMERICAN WATER COMPANY

J. R. [Signature]
Secretary
(Seal)

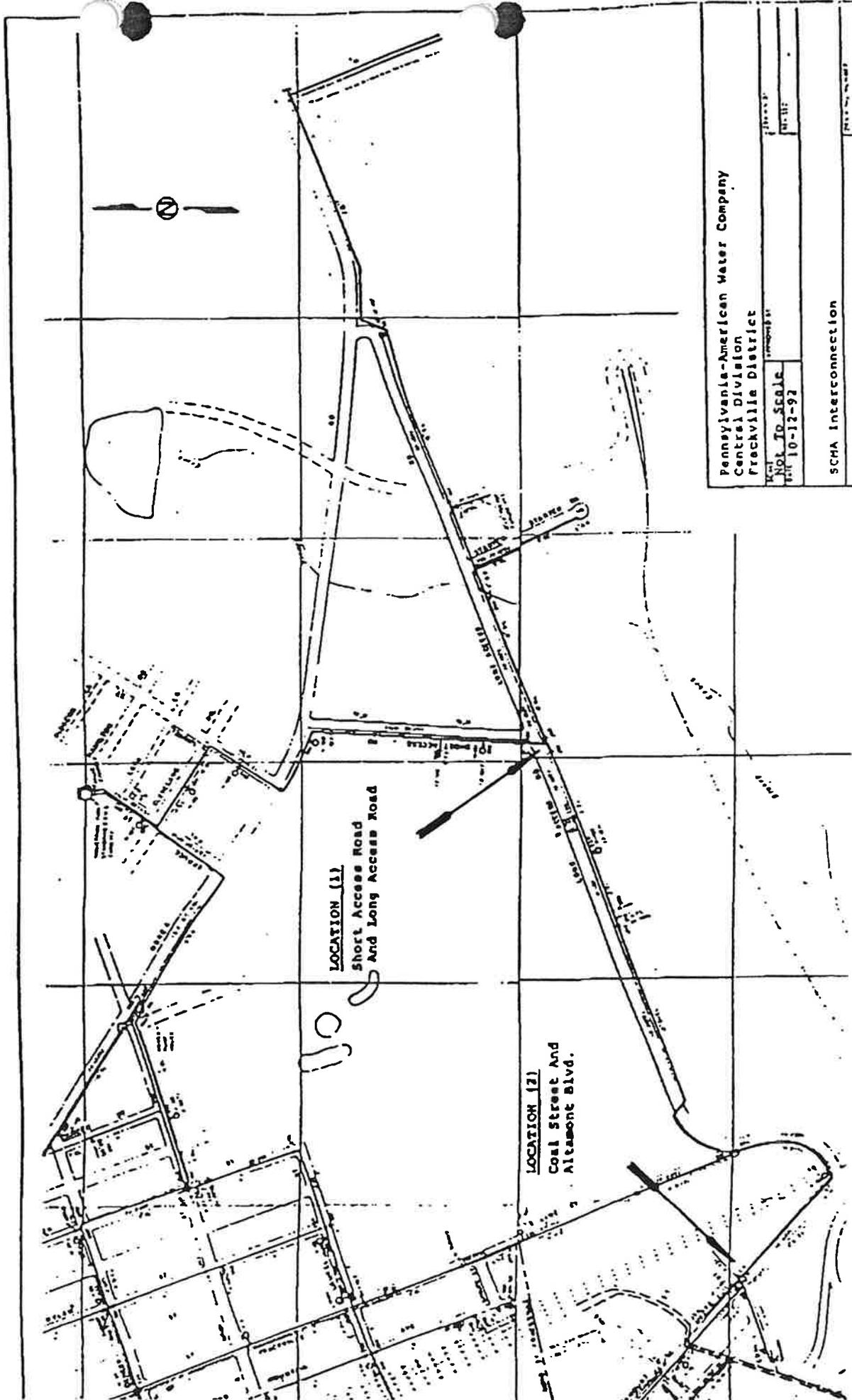
By: [Signature]
(Vice) President

**MONTHLY METERED RATES FOR COMMERCIAL,
INDUSTRIAL, AND MUNICIPAL ONLY**

Monthly Minimum Rates

<u>Meter</u>	<u>10/31/90</u>	<u>4/30/91</u>	<u>9/30/91</u>	<u>Pays For</u>
5/8 3/4"	15.00	15.00	15.00	600 C.F.M.
1"	25.00	25.00	25.00	1,000 C.F.M.
1 1/2"	50.00	50.00	50.00	2,000 C.F.M.
2"	75.00	75.00	75.00	3,000 C.F.M.
3"	111.00	111.00	111.00	6,000 C.F.M.
4"	183.00	201.00	201.00	15,000 C.F.M.
6"	343.00	401.00	401.00	35,000 C.F.M.
8"	471.00	551.00	551.00	50,000 C.F.M.
First 1,000 C.F.	2.50	2.50	2.50	Per 100 C.F.M.
Next 2,000 C.F.	2.50	2.50	2.50	Per 100 C.F.M.
Next 3,000 C.F.	1.20	1.20	1.20	Per 100 C.F.M.
Over 6,000 C.F.	.80	1.00	1.00	Per 100 C.F.M.

C.F.M. = Cu. Ft. Per Month



Pennsylvania-American Water Company
 Central Division
 Freckville District

NOT TO SCALE
 10-12-92

SCHM Interconnection

LOCATION (1)
 Short Access Road
 And Long Access Road

LOCATION (2)
 Coal Street And
 Altamont Blvd.

TRANSMITTAL COVER SHEET

TO: Mr. Robert Hoppe

RE: SCMA/Pennsylvania-American Water

RECEIVING TELECOPIER NUMBER: #22

FROM: Paul J. Datte, Esquire

DATE: May 24, 1993 FILE #: 1311.310-2(j)

SENT BY: AD TIME: 4:39 CONFIRMATION #: _____

CONFIRMED BY: _____ CONFIRMED WITH: _____ TIME: _____

NUMBER OF PAGES TRANSMITTED 2 INCLUDING COVER PAGE

DESCRIPTION OF TRANSMITTED MATERIAL:

Exhibit "A" to Agreement between
SCMA and Pennsylvania-American Water
Cleaner copy to follow.

This facsimile message contains PRIVILEGED and CONFIDENTIAL information intended for the exclusive use of the specific individual named above. If this message is received by someone other than the person to whom it is addressed, you are notified that any use, dissemination, distribution or copying of this message is strictly prohibited. If you have received this message in error, please notify us immediately by telephone and return the message to us at the above address via the U.S. Postal Service. Thank you.

*** ACTIVITY REPORT ***

TRANSMISSION OK

TX/RX NO.	1404
CONNECTION TEL	874 2625
CONNECTION ID	GILBERTON COAL
START TIME	05/24 16:43
USAGE TIME	01'23
PAGES	2
RESULT	OK

LEASE/PURCHASE AGREEMENT

THIS LEASE/PURCHASE AGREEMENT (the "Lease"), is entered into as of this 17th day of July, 1991, by and between the REDEVELOPMENT AUTHORITY OF THE COUNTY OF SCHUYKILL, (the "Lessor"), and the COMMONWEALTH OF PENNSYLVANIA (the "Lessee"), acting through the Department of General Services.

W I T N E S S E T H :

WHEREAS, the Lessor will acquire the fee estate in the real property described on Exhibit A attached hereto and made a part hereof (the "Site"); and

WHEREAS, the Lessee desires to have the Site developed by having a 1,000 cell medium security correctional institution, including appurtenances and personal property necessary or convenient thereto, designed and constructed thereon in accordance with the plans and specifications attached hereto as Exhibit B and made a part hereof (the "Facility"); and

WHEREAS, by the Act of April 9, 1929, P.L. 177, as amended, the Department of General Services is authorized and empowered to rent proper and adequate accommodations for any department, board or commission, with the approval of the Board of Commissioners of Public Grounds and Buildings; and

WHEREAS, the Lessor intends to issue revenue bonds for the purpose of providing funds for the acquisition of the Site and the construction of the Facility and all other costs and expenses associated with the project; and

NOW THEREFORE, for and in consideration of the mutual promises and agreements herein contained, the parties, intending to be legally bound hereby, covenant and agree as follows:

ARTICLE I

Definitions

1.1 Base Year. The first full year of this Lease starting the date provided for in Article III hereof.

1.2 Guaranteed Construction Cost. All costs associated

with the construction of the Facility exclusive of the following items:

- a. Land Costs
- b. Financing Costs
- c. Architectural and Engineering Fees
- d. Construction Management Fees
- e. Development and/or Administrative Costs

1.3 Facility. The 1,000 cell medium security correctional institution with supporting buildings constructed in accordance with the plans and specifications attached hereto as Exhibit B, on the Site described in Exhibit A hereto.

1.4 Fiscal Year. July 1st through June 30 of each year.

1.5 Improvements. Those capital improvements on and off the Site necessary to provide the 1,000 cell medium security correctional institution described in Exhibit B hereto.

1.6 Indenture. The trust indenture between Lessor and the Trustee or the bond ordinance or resolution of the Lessor accepted by the Paying Agent, as applicable, pursuant to which the Bonds are issued.

1.7 Leased Premises. The Site and Improvements on the Site.

1.8 Lessee. The Commonwealth of Pennsylvania, acting through the Department of General Services for the benefit of the Department of Corrections.

1.9 Lessor. Redevelopment Authority of the County of Schuylkill.

1.10 Rebate. The moneys due and payable to the United States Treasury by either party as a result of the issuance of the Bonds, as determined under the Internal Revenue Code, as amended.

1.11 Rent. The payments required to be made pursuant to this Lease by the Lessee to the Lessor.

1.12 Substantial completion. The point at which construction of the Improvements is sufficiently complete so as to allow the Lessee to fully use it for the purposes intended and after Lessor has obtained all necessary occupancy permits for the Facility, subject only to reasonable punchlist items. The

completion of punchlist items inside the institution fence shall be at the times and under the direction of Lessee so as not to interfere with the operation of the institution. Lessor, on its behalf and on behalf of its agents, contractors, employees and other representatives, hereby indemnifies and holds Lessee, its agents, employees and representatives, harmless from and against any claims or causes of action resulting from the negligence or willful misconduct of Lessor's representatives or contractors engaged in the completion of punchlist items inside the institution after Lessee has taken control of the Facility and housed inmates therein.

1.13 Total Costs. The Guaranteed Construction Cost plus the costs listed in subsections 1.2.a through 1.2.e herein.

1.14 Trustee. The bank, or bank and trust company, acting as trustee or paying agent, as applicable, under the Indenture.

ARTICLE II

Demise

2.1 The Lessor does hereby rent, lease and demise to the Lessee, and the Lessee does hereby take accept and lease from the Lessor, the Site described in Exhibit A hereto and the Facility constructed thereon in accordance with Exhibit B hereto, on the terms and conditions and for the purposes herein set forth, together with all easements, rights and appurtenances in connection therewith or thereto belonging, to have and to hold for the term of this Lease.

ARTICLE III

Term of the Lease

3.1 The term of this Lease shall commence on the date of substantial completion or on the fifteenth (15) day of the 26th month after settlement on project financing, which ever comes first, and shall expire on the twentieth anniversary of that date, subject to the provisions of Section 18.2 herein. The parties agree to execute an addendum to this Lease evidencing the term after it has been determined.

ARTICLE IV

Possession and Use

4.1 The Lessee agrees to take possession of the Site and

Facility upon the commencement of the term as defined in Article III hereof. Lessee may use and devote the Site and Facility for the operation and maintenance of a correctional institution and for all other lawful purposes engaged in as part of, or in connection with, the operation and maintenance of the correctional institution.

ARTICLE V

Lease Payments

5.1 Lease Payments. The Lessee hereby agrees to pay to the Lessor, its successors and assigns, as rental for the use and occupancy of the Leased Premises, the lease payments at the time and in the amounts set forth in Exhibit C to this Lease. Exhibit C is incorporated herein by reference and made a part hereof.

5.2 Guaranteed Construction Cost. The parties hereby acknowledge that the Guaranteed Construction Cost of the Facility is Eighty Three Million Five Hundred Thousand and 00/100 Dollars (\$83,500,000).

The parties agree that if the total funds reasonably needed and proper to construct and finance the construction of the Facility are less than the Guaranteed Construction Cost and projected financing costs, the difference, after any Rebate due the United States Treasury, will be credited towards the Lessee's obligated rental payments after payment of any bond redeemed from such amounts, each rental payment to be reduced to match debt service on the bonds and other administrative expenses included herein. Following completion of Lessor's obligations to provide the Site, and Improvements, Lessor will certify to Lessee the exact costs to construct and finance the construction of the Improvements. Lessee shall have the right to audit said costs at any time. Lessor shall maintain all financial records for at least five years after substantial completion. The parties agree that if the total funds needed to construct or finance the construction of the Facility are more than the Guaranteed Construction Cost and projected financing costs, there will be no adjustment in the amounts due from Lessee to Lessor pursuant to this Lease.

5.3 Guaranteed Utility Costs. Lessor hereby guarantees and obligates itself to ensure that during the lease term, utilities are provided to Lessee in the amounts and at the rates quoted in Lessor's proposal dated February 27, 1991, as adjusted from time to time as authorized by the Pennsylvania Public Utility

Commission or pursuant to the Municipality Authorities Act of 1945, as amended. Lessor may not enter into any agreement with any utility provider which would increase utility costs to amortize a capital improvement to the leased facility, including but not limited to the installation of pipes on the property which would be used to deliver or remove water and sewage from or to the leased premises.

5.4 Excess Bond Proceeds. Any bond proceeds not needed at settlement or thereafter for the acquisition of the Site and construction of the Facility will be placed in an interest bearing account in accordance with law. The proceeds of interest generated by said funds, net of Rebates, shall be credited towards Lessee's obligations hereunder as provided for in Section 5.2.

5.5 Continuing Obligation. In the event the Lessee fails to make any of the payments required hereunder, such Rent Payments shall continue as an obligation of the Lessee until such amounts shall have been fully paid, unless the failure to pay said payments results from the failure of the General Assembly of the Commonwealth of Pennsylvania to appropriate funds sufficient to make these payments. With this exception, said obligation to pay the Rent required is absolute and unconditional, and Lessee covenants that it will not suspend, reduce or discontinue payments due pursuant to this article and will not reduce, diminish, offset or otherwise terminate such payments for any cause whatsoever, including, without limiting the generality of the foregoing, any acts or circumstances which could constitute failure of consideration, damage to the correctional institution, frustration of purpose, mutual mistake, unforeseen circumstances, any change in the tax or other laws or administrative rulings of or administrative actions by or under authority of the United States, the Commonwealth or locality, or any alleged failure by Lessor to perform and observe any agreement, duty or obligation owed by Lessor.

5.6 Interest. If any required Rent payment is more than thirty (30) days late, and the Commonwealth is not prevented from making said payment due to the lack of adequate appropriations from the General Assembly of the Commonwealth of Pennsylvania, the Lessee shall pay interest on said payment at a rate equal to the interest rate on the Bonds from the date of such nonpayment.

5.7 Covenant to Request Funds from the General Assembly. The Lessee, specifically the Department of Corrections, covenants to include in each year's budget request to the General Assembly,

funds necessary to pay the Rent payments provided herein for the following Fiscal Year. This covenant shall be deemed to be and shall be construed to be a duty imposed by law and it shall be the duty of each and every public official of the Executive Branch of the Commonwealth to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the Commonwealth to carry out this obligation. The Lessee acknowledges that its covenant in this section is a material term of this Lease the breach of which constitutes a default entitling the Lessor to obtain damages in an amount equal to the amount of the rent payable in accordance with the Lease together with interest thereon at the rate of interest payable on the bonds between the date on which such rental payment is due and the date on which such payment of rent and the interest thereon is actually made by the Lessee.

5.8 Non-Appropriation. Nothing herein shall be construed to require the General Assembly of the Commonwealth of Pennsylvania to appropriate any funds necessary to make Rent payments. If the Lessee fails to make any Rent payments due hereunder due to the lack of adequate appropriations from the General Assembly, the Lessee will promptly quit and vacate the Leased Premises, and the obligation to make future Rent payments shall thereupon cease, except for those Rent payments previously appropriated and unpaid. Said payments constitute current expenses of the Lessee and the Lessee's obligations hereunder are from year to year only and do not constitute a mandatory payment obligation of the Lessee in any ensuing Fiscal Year beyond the current Fiscal Year. No provision hereof shall be construed or interpreted as creating a general obligation or other indebtedness of the Commonwealth of Pennsylvania or any agency or political subdivision of the Commonwealth of Pennsylvania within the meaning of any constitutional or statutory debt limitation.

An event of non-appropriation shall be deemed to occur in the event that sufficient funds (1) are not appropriated by the General Assembly of the Commonwealth of Pennsylvania to pay any fiscal year's Rent payments by specifically identifying and prohibiting the payment of the same, or (2) are otherwise not legally available for such purpose. An event of non-appropriation shall not be deemed to have occurred solely because the General Assembly failed to appropriate the total amounts requested by the Governor on behalf of the Departments of Corrections. With the approval of the bond insurer, the Lessor may waive any event of nonappropriation which is cured by the Lessee within a reasonable time and before the due date of the next scheduled debt service payment.

5.9 Assignment to Trustee. The Lessor, immediately following execution and delivery hereof, shall irrevocably assign for value this Lease and all rentals payable hereunder, except the administrative charge provided for in Exhibit C attached to this Agreement and certain obligations and approvals which may only be performed by Lessor to the Trustee, IN TRUST, to be held and applied pursuant to the provisions of the Indenture for the benefit of the owners of the Bonds. The Lessee: (i) consents to such assignment and accepts notice thereof with the same legal effect as though such acceptance was embodied in a separate instrument, separately executed after execution of such assignment; (ii) agrees to pay directly to the Trustee all Rents payable hereunder and assigned to the Trustee, without defense, setoff or counterclaim arising out of any default on the part of the Lessor under this Lease or any transaction between the Lessor and the Lessee; and (iii) agrees that the Trustee may exercise all rights granted to the Lessor to carry out its duties under the relevant trust documents.

ARTICLE VI

Quiet Enjoyment

6.1 During the term of this Lease and subject to Lessee's obligation to pay rent as provided for herein, the Lessee shall be entitled to the quiet use and enjoyment of the Leased Premises and the Lessee shall during such term, have, hold and enjoy the Leased Premises without suit, trouble or hindrance from the Lessor, except as expressly set forth in this Lease. The Lessor will, at the request of the Lessee, join in any legal action in which the Lessee asserts its right to such possession and enjoyment. Notwithstanding the foregoing, Lessor shall have the right to inspect the Leased Premises during normal working hours and after giving Lessee at least 24 hours notice of its intent to do so.

ARTICLE VII

Title

7.1 Lessor represents and warrants that it will be the owner in fee of the Leased Premises, that it will have good and marketable title, and that the same is subject only to such liens, encumbrances, easements or restrictions as are listed on Exhibit D attached hereto and made a part hereof ("Permitted Encumbrances"). Lessor further represents that it has full right to lease and convey the Leased Premises to Lessee in accordance

with the provisions of this Lease.

7.2 Title to Additions by Lessee. During the term of this Lease, the Lessor shall hold title to the Leased Premises. Fixtures, repairs and modifications added by or caused to be added by the Lessee to the Facility at its expense during the term of this Lease and any extension, may be removed at the end of the lease term in accordance with the provisions of Article IX of this Lease.

7.3 Final Lease Payment. Upon payment by Lessee of all Rent due hereunder and under the Indenture necessary to defease the lien of the Indenture, all obligations of Lessee to Lessor provided herein cease as of the date of this last payment.

7.4 Transfer of Title. Upon receipt of all Rent due hereunder and under the Indenture necessary to defease the lien of the Indenture plus \$1.00, or upon Lessee exercising the Option to Purchase pursuant to the provisions of Article XIV herein, Lessor shall promptly convey to Lessee, clear and marketable title to the Leased Premises, subject to the Permitted Encumbrances and all other liens, encumbrances and defects of title caused by Lessee. If such title cannot be transferred, Lessor hereby agrees to promptly undertake whatever action is necessary to be able to do so. Lessee reserves the right to take title in any condition. Lessee shall pay all costs associated with the transfer of title.

ARTICLE VIII

Construction of Facility

8.1 Construction. The Facility shall be constructed by the Lessor strictly in accordance with the plans and specifications attached hereto as Exhibit B. Lessor agrees to promptly remove any liens resulting from the construction of the Facility.

8.2 Delivery. The Facility shall be substantially complete and ready for use by Lessee, its agents, or assigns within 600 days of the date of settlement on the financing for the project, or July 30, 1991, whichever comes sooner. If settlement on the financing is delayed past July 30, 1991, due to a delay caused by Lessee in preparing or approving disclosure language for inclusion in the offering document to be used in connection with the financing or otherwise, then Lessee agrees to extend the commencement date of the 600-day period referred to above for a sufficient time to allow preparation or approval of such disclosure or financing. If the settlement of financing is

delayed for other reasons not the fault of the Lessor, Lessee shall either agree to extend the delivery date or terminate this Lease Agreement. If Lessee elects to terminate this Lease Agreement due to a delay in the settlement of financing past July 30, 1991, both parties to this Lease, on their behalf and on behalf of their agents, contractors, subcontractors, consultants, employees and assigns, agree that neither side will be liable to damages to the other due to the termination.

8.3 Liquidated Damages. The parties agree that damages to the Lessee, in the event the Facility is not substantially complete and ready for occupancy and use by lessee by the date provided for in Paragraph 8.2 above, will be significant and are difficult to calculate at the time of execution of this lease.

Within 30 days after the execution of this Lease, Lessor shall provide Lessee with its construction schedule. Within fifteen (15) days after receipt of this schedule, Lessee shall pick five (5) major construction milestones and shall notify Lessor of these milestones. If the Lessor is more than fourteen (14) calendar days behind on one these major construction milestones, as determined by the Lessee or its designated representative, and such delay is not excusable under the Lease, the Lessor shall develop and submit a recovery schedule to the Lessee within seven (7) calendar days of Lessee's notice that the Lessor is fourteen (14) days behind the original project schedule. In addition, upon receipt of such notice and failing to prove an excusable delay, the Lessor agrees to accelerate the work pursuant to the recovery schedule in order to bring the project in conformance with the original construction schedule. Such acceleration shall be at no additional cost to Lessee. Failure to develop and implement a recovery schedule shall be considered a breach of contract under this lease. If the project is not substantially complete and ready for occupancy and use by the Lessee by the date provided for in Paragraph 8.2 above, Lessor agrees to pay Lessee liquidated damages in the amount of \$10,000 per day for each day of unexcused delay. With the exception of Acts of God, failure to meet any milestone date or the completion date shall not be excused for any reason, including but not limited to litigation regarding the Facility or the inability to obtain permits from federal, state or local governmental entities. Failure to meet a milestone or the completion date as a result of Lessor's inability to obtain a response from a Commonwealth agency on a permit matter in the period of time such a response is normally received will be excused. In addition, Lessor agrees to include in all its contracts for the construction of the Facility, similar liquidated damages provisions. The obligation of the Lessor to pay liquidation damages to the Lessee shall in

no way effect the obligations of the Lessee to pay the rents provided for herein.

8.4 Waiver of Mechanics Liens. Prior to the commencement of construction, Lessor will obtain from all contractors, a waiver of the right to file mechanic's liens against the Leased Premises in a form acceptable to the Lessee and the same will be recorded in the Office of the Prothonotary for the county in which the Leased Premises is located. Lessor shall promptly discharge any mechanics liens resulting from the construction of the Facility.

8.5 Warranties. Lessor warrants to the Lessee that all materials and equipment furnished under this Lease shall be new, unless otherwise specified, and that all work shall be of good quality, free from faults and defects, and in strict conformance with the plans and specifications attached hereto as Exhibit B. If required by the Lessee, the Lessor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

Lessor agrees to provide full warranty and guarantee on the equipment and systems listed in Exhibit E hereto for five (5) years from the date of substantial completion, unless the manufacturer's warranty on the item is longer. In that event, the manufacturer's warranty period will prevail. Said warranty and guarantee shall be in a form acceptable to Lessee and will be secured by a bond acceptable to the Lessee. It will not cover normal wear and tear or damage caused by failure to follow the manufacturer's recommendation maintenance schedules and procedures.

8.6 Change Orders, Claims and Construction Management. Lessor, in its Guaranteed Construction Cost, will include \$4,000,000 for use by Lessee in making Commonwealth initiated change orders to Exhibit B and paying expenses in connection with the construction of the Facility, including but not limited to Commonwealth construction management and financial auditing services. All claims must be submitted within 30 days after the occurrence of the event giving rise to such claim. No claim shall be valid unless so made. Lessee shall have the right, at any time, to delete any requirement detailed in the plans and specifications, and to receive an appropriate credit for said deletion.

Upon the settlement of the financing for this project, Lessor shall place \$500,000. of the above allowance in an escrow account for immediate use as directed by Lessee. Lessor shall

maintain a balance in said escrow account of \$500,000. until the entire \$4,000,000. allowance is expended, or the balance remaining is credited to Lessee's lease payments.

When construction of the Facility is completed and accepted by Lessee, and at the direction of Lessee, funds remaining in said allowance will be credited towards Lessee's lease payments due hereunder or applied to the total project indebtedness with a corresponding reduction in each rental payment for the term of the lease, at the option of the Lessee.

8.7 Inspection. During the construction of the Facility and following completion thereof, at any reasonable time and as frequently as Lessee elects, Lessee's employees, agents,

consultants, inspectors, architects, engineers, and the like shall be entitled to examine, inspect and test Lessor's construction to determine the progress thereof and compliance with the plans and specifications attached hereto as Exhibit B, it being understood that Lessor is solely responsible for the supervision of Lessor's construction activities, that Lessee has no responsibility whatsoever to examine, inspect, or test Lessor's construction, and that any examinations, inspections or testings conducted by Lessee shall be for the sole purpose of helping Lessee to evaluate whether or not Lessor has properly discharged its obligations hereunder and may not be relied upon by any other party for any purpose whatsoever.

8.8 Completed Plans. At the time of completion of Lessor's construction, Lessor will cause to be prepared and delivered to Lessee, in accordance with Exhibit B hereto, (A) "as-built" drawings and specifications for all of Lessor's construction, and (B) operating and maintenance instructions and manuals for all equipment, systems and appliances which are furnished as a part of Lessor's construction. All plans, specifications, instructions and manuals so provided shall be deemed to be the sole property of Lessee, to be used by Lessee for any purpose, including the construction of other correctional institutions, and may not be duplicated, copied, disseminated or used by Lessor or any other party for any purpose whatsoever other than performance of Lessor's construction activities without the prior written consent of Lessee. In the case of a default by Lessee, Lessee shall have no rights in the plans and specifications, and shall, upon the request of the Lessor, promptly deliver same to the Lessor. Notwithstanding the foregoing or any other provision of this Lease, (i) it is understood and agreed that the plans, specifications, instructions or manuals referred to herein relate

only to the construction of the Facility, and (ii) Lessee agrees that neither Lessor nor the preparer(s) of the plans, specifications, instructions or manuals referred to herein shall have any responsibility whatsoever therefor or for the matters contained or discussed therein in the event that Lessee utilizes such materials for the construction of correctional institutions other than the Facility provided for in this Lease Agreement.

8.9 Bonds. Lessor shall obtain performance and payment bonds in a form acceptable to Lessee in the total amount of the Guaranteed Construction Cost, and shall provide a bond acceptable to the Lessee securing the warranties provided in Article 8.4.

8.10 Design Responsibility. Lessor shall be responsible for the complete design of the Facility. The documentation provided by the Lessee in the solicitation process and Exhibit B hereto are only intended to show operational arrangement and adjacency, and to define acceptable levels of quality.

8.11 Access of Lessor to Leased Premises. Notwithstanding anything herein to the contrary, the Lessor, its agents and employees, shall have reasonable access to the Leased Premises in order to perform any and all of its obligations hereunder, including any obligations in connection with the acquisition and construction of the Facility.

ARTICLE IX

Alterations, Additions and Improvements

9.1 Alterations, Additions and Improvements. The Lessee shall have the right, from the date of execution of this Lease Agreement, to make any alterations, additions, deletions and improvements of any kind, structural and otherwise to said Facility, as it shall deem necessary or desirable, and to attach fixtures, structures and signs, and to affix any personal property to the Leased Premises. If any such alterations, additions or improvements are made during the construction of the Facility and these changes cause a delay in the completion date as provided for in Paragraph 8.2 herein, Lessee agrees to extend said completion date accordingly. Any cable television services for the Facility will be installed and contracted for by Lessee or its agents, contractors or employees.

Lessee shall promptly pay or cause to be paid all amounts due for labor, services or materials performed or provided in

connection with said alterations, additions or improvements to the Facility, and shall remove all liens which may be imposed on the Leased premises for such labor, services or materials.

9.2 Removal of Fixtures and Personal Property. Should this Lease terminate for any reason, Lessee or its designee may remove personal property and fixtures installed by Lessee during the lease term so long as the Leased Premises and Facility are returned to Lessor in the same condition as of the date of the start of the lease term, less normal wear and tear.

ARTICLE X

Lease Services

10.1 Additional Rent. With the exception of payments for taxes and payments in lieu of taxes, Lessee shall be responsible for the payment of all costs associated with its use of the Leased Premises after substantial completion, including but not limited to (i) all real estate transfer taxes imposed on Lessor or Lessee in connection with or as a result of any transfer or transaction contemplated or permitted pursuant to this Lease, (ii) all general and special assessments, levies, permits, inspection and license fees properly charged or assessed against the Leased Premises as a result of the construction and use of the Facility, (iii) any tax liability of Lessor resulting from legislation passed by the Pennsylvania General Assembly after the execution date of this Lease Agreement and which imposes new and unexpected tax liabilities on Lessor as the owner of the Leased Premises, (iv) all water, sewer, electric, gas and other charges for utilities used or consumed upon the Site or by or in connection with the Facility, (v) all costs for Site and Facility maintenance and security, (vi) all charges for insurance maintained by Lessee or Lessor with respect to the Leased Premises pursuant to the terms and conditions of this Lease or otherwise, (vii) any other costs, charges, impositions, liens and or encumbrances affecting the Leased Premises which are properly charged and incurred by Lessee or result from the construction, operation, maintenance, businesses or receipts of the Facility, and (viii) all amounts required under the terms of the Indenture to replenish the Bond Reserve Fund for payments made therefrom. All of the aforesaid shall be paid to the person or entity entitled thereto as Additional Rent or otherwise discharged, even if unforeseen or extraordinary, and whether imposed upon or assessed against Lessor or Lessee.

10.2 Notice and Contest. Lessor agrees to supply to Lessee copies of all notices, invoices, assessments, bills and other similar documents received by Lessor which are necessary for Lessee to perform its obligations as detailed in Section 10.1 hereof. Lessee may, in good faith, contest the amount, validity or applicability of any such charge, invoice or assessment in such manner as will not adversely affect the security of the Bonds. No dispute as described herein shall affect or limit the Lessee's obligation to make rental payments.

10.3 Payment of Taxes and Insurance. The payment of any taxes or payments in lieu of taxes, if any, on the Leased Premises, and Lessor administrative costs shall be the responsibility of the Lessor. The parties represent to each other that the Leased Premises is entitled to an exemption from such taxes. Insurance shall be arranged by Lessee for Lessor and Lessee. Lessee may self insure its risks while continuing to arrange insurance coverage for Lessor provided that the adequacy of such self-insurance coverage shall be certified by an independent insurance consultant acceptable to the Bond Insurer. Lessee, upon the designation of an insurance carrier, shall immediately notify Lessor, who will execute whatever documents are necessary to contract for said insurance. Lessor shall promptly pay the premium for same upon receipt of funds from Lessee, which Lessee agrees to pay.

ARTICLE XI

Insurance

11.1 Loss and Damage. The Lessee shall assume and bear the risk of loss, damage or theft to the Leased Premises caused by acts of God or employees, inmates of the Facility, agents or representatives of the Lessee. No such loss or damage to the Leased Premises shall impair any obligations of the Lessee hereunder which shall continue in full force and effect.

11.2 Maintenance of Insurance. Until the expiration of this Lease in accordance with its terms, the parties shall maintain, in accordance with the requirements of the Indenture and Section 10.3 hereof, property insurance covering the replacement cost of the Facility or the outstanding bond indebtedness, whichever is greater, with a \$1,000,000. deductible, and comprehensive public liability insurance on the Leased Premises with combined single limits for injury or death to persons, or damage, in the amount of \$1,000,000 per person, \$5,000,000 per occurrence. All other

insurance required by Lessor during construction, including but not limited to builder's risk insurance; shall be the sole responsibility of Lessor.

11.3 Application of Insurance Proceeds. The Lessor shall apply all insurance proceeds to the repair or rebuilding of the Facility and the reimbursement of Lessee and/or third parties for damages resulting from any insurable occurrence.

11.4 Additional Insured. The Lessee shall be listed on any insurance policy as an additional insured, as its interests may appear.

11.5 Waiver. Lessee waives any and every claim for recovery against Lessor to the extent that the loss or damage comprising such claim is recoverable under the above-referenced insurance policies. Inasmuch as this waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company or any other person, Lessee agrees to provide each insurance company which issues, or which may in the future issue, policies required by this Lease with written notice of the terms of this waiver and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of such insurance coverage by reason of this waiver.

ARTICLE XII

Zoning

12.1 Lessor hereby certifies that there exists no zoning restrictions which would prevent the construction or use of the Site and Facility for use as a Commonwealth of Pennsylvania medium security correctional institution.

ARTICLE XIII

Prevailing Wage

13.1 This Lease and all construction undertaken on the job site by Lessor, its agents, employees, contractors, subcontractors, suppliers, successors and assigns, to provide the Site and Facility shall be subject to the provisions, duties, obligations, remedies and penalties of the Pennsylvania Prevailing Wage Act, 43 P.S. Sections 165-1 et seq., which is incorporated hereby by reference as if fully set forth herein. Lessor must apply to the Pennsylvania Department of Labor & Industry to obtain a wage determination applicable to the project and include said determination in any construction contract.

ARTICLE XIV

Option to Purchase

14.1 Subject to the provisions of Article VII hereof and after receipt of proper legal authorization, at any time during the term of this Lease, Lessee shall have the right to purchase the Leased Premises and the Facility by paying to Lessor the amount necessary to defease the lien of the trust indenture with respect to Bonds, and any prepayment penalties, plus One and 00/100 (\$1.00) Dollar. Notice of its intent to do so shall be provided in writing by Lessee to Lessor no later than one hundred twenty (120) days prior to said purchase. Settlement for the Leased Premises shall take place at the offices of the Lessor on a date mutually acceptable to the parties. If Lessee exercises the option to purchase upon payment of the last rental payment provided for hereunder and One and 00/100 (\$1.00) Dollar, no further amounts shall be due from Lessee in order to obtain such title to the Leased Premises as is required under Article 7.4.

ARTICLE XV

Covenants, Representations and Warranties

15.1 Enforceability. Lessor and Lessee each represent and warrant to the other that each has duly authorized, executed and delivered this Lease and that it constitutes, as to each, a valid and binding obligation enforceable in accordance with its terms.

15.2 Power and Authority. Lessor and Lessee each represent and warrant to the other that each has the full right, power and authority to enter into this Lease and into all other transactions, obligations and options encompassed by the Lease.

15.3 Compliance. Lessor and Lessee each warrant and represent that the execution and delivery of this Lease and the consummation of the transactions contemplated hereby do not violate, conflict with or constitute a default under any other agreement or contract by which it is bound nor violate the Constitution of the Commonwealth, any statutes or any rule, regulation, order, writ, injunction or decree of any court, administration agency or governmental body applicable to it.

15.4 Performance. Lessee covenants and agrees to pay all Rent hereunder and Lessor and Lessee covenant to otherwise discharge their obligations pursuant to this Lease when and as due.

15.5 Legality. Lessee covenants and agrees that in connection with the construction, operation and maintenance of the Facility and any ancillary operations to the Facility conducted on the Leased Premises, that it will make all reasonable efforts to operate at all times, and cause others operating with its consent or at its direction on the Leased Premises to make all reasonable efforts to operate at all times, in accordance with all applicable environmental, health, safety, zoning, planning and use laws, regulations, rulings, ordinances or other similar provisions applicable to the Facility or the Leased Premises and in the event of any violation of any such laws, which violation materially impairs the operation of the Facility or the health or safety of persons or property located on or near the Leased Premises, Lessee shall make all reasonable efforts to cure or cause to be cured such violation.

15.6 Environmental Matters.

(a) Lessee will at all times make all reasonable efforts to conduct activities of any kind on the Leased Premises and cause such activities conducted at its direction or with its consent by others to be conducted on the Leased Premises in accordance with all applicable environmental and regulatory statutes, regulations, rulings and ordinances and shall, at all times, obtain and maintain all required permits and authorizations needed for the conduct of its activities (or those of others operating at its direction or with its consent) on the Leased Premises;

(b) Lessee covenants to take all actions required to comply with, and to refrain from taking any actions in violation of, the Comprehensive Environmental Response, Compensation and Liability Act, the Solid Waste Disposal Act, the Resource Conservation and Recovery Act, the Clean Water Act, the Pennsylvania Clean Streams law, the Pennsylvania Solid Waste Management Act and all successor or related legislation applicable to Lessee's actual or proposed activities (or those of others operating at its direction or with its consent) on the Leased Premises;

(c) Lessee covenants that neither it nor others operating at its direction or with its consent will permanently dispose or deposit on the Leased Premises any Hazardous Substances or any other toxic waste or any

Solid Waste or substance or material now or hereafter determined by the Environmental protection Agency or the Pennsylvania Department of Environmental Resources to pose an actual risk to the health, safety or well-being of humans; and

(d) Lessee covenants to remove any substances referenced in subparagraph (c) above from the Site at the expiration or other termination of this Lease (including options) and that the Leased Premises will, at the expiration or other termination of this Lease, be left in no materially different condition with respect to all environmental, health and safety matters as existed at the Effective Date.

(e) Lessor assumes responsibility for any Hazardous Substance, or any other toxic waste, or any Solid Waste or substance or material now or hereafter determined by the Environmental Protection Agency or the Pennsylvania Department of Environmental Resources to pose an actual risk to the health, safety or well being of humans, placed, held, located, released, spilled, transported or disposed of on, under, at or from the Leased Premises or on real property contiguous thereto in contravention of any environmental law or other legal requirement prior to the start of the term of this Lease regardless of when the presence or effect of the Hazardous Substance becomes know; and

(f) at Lessor's sole cost and expense, Lessor shall contain at or remove from the Leased Premises or perform any other appropriate remedial action regarding any of the above hazardous substances, if, as and when such containment, removal or other remedial action is required under any environmental law or other legal requirement and such hazardous substances were disposed at the Leased premises or on real property contiguous thereto prior to the start of the Lease Term.

15.7 Survival. The covenants, representations and warranties of Lessor and Lessee set forth in this Article XV will survive the termination or expiration of this Lease for so long as Lessor and Lessee may be exposed to liability for breach or non-performance of said covenants, representations and warranties by either of them.

ARTICLE XVI

Condemnation or Other Involuntary Taking

16.1 Condemnation. If the Leased Premises, the Facility or any part thereof is taken or appropriated under the power or threat of eminent domain or similar power by any public or quasi-public sovereign, governmental unit, authority or agency, Lessee shall represent its interest and those of Lessor in all respects in obtaining the highest possible compensation for the Leased Premises and Facility, or such parts thereof as are appropriated and taken. Lessor will cooperate with Lessee in the conduct of such proceedings. Lessee agrees that it will attempt to the extent possible to conduct all negotiations and proceedings with a view toward obtaining segregated and separate values for Lessor's interests and those of Lessee. Lessee further agrees it will fully and fairly represent Lessor's interests and that it will not settle or compromise Lessor's or Lessee's claims without Lessor's written consent. Expenses incurred by lessor or Lessee in connection with the proceedings for taking or appropriation shall be reimbursed from the proceeds. Unless a settlement or award separately values the respective interests of Lessor and Lessee in the Leased Premises and Facility (or those parts thereof which are taken or appropriated), the compensation received shall be divided between Lessor and Lessee taking into account their respective present and future rights, privileges, entitlements, duties and obligations to the Lease Premises, the Facility or the revenues thereof. If Lessor or Lessee are unable to agree on an appropriate allocation of any unallocated compensation or award within 60 days following the final determination of the amount of compensation or award, Lessor or Lessee shall proceed to obtain a binding determination by a single arbitrator in accordance with the then applicable rules of the American Arbitration Association.

ARTICLE XVII

Assignment and Sublease

17.1 Assignment. Lessee may assign or sublet all or a portion of the Premises as long as Lessee remains fully liable thereunder and provides Lessor with a true, correct and complete copy of the instrument or instruments effectuating such assignment or subletting.

ARTICLE XVIII

Default and Remedies

18.1 Lessee Events of Default. An Event of Default by Lessee shall mean the occurrence or existence of one or more of the following events or conditions (whatever the reason for such Event of Default and whether voluntary, involuntary or effected by operation of law) which, in all cases except Section 18.1(i), continues for 30 days after written notice thereof or, if not capable of being remedied or cured within 30 days, for a period in excess of the period during which the Event of Default could have been cured in the exercise of due diligence:

(i) Lessee shall fail to pay when due all amounts payable pursuant to Article V hereof; or

(ii) Subject to Lessee's rights provided elsewhere herein, the lessee shall fail to remove any monetary or material non-monetary lien, encumbrance or charge placed on the Lease Premises or the Facility as a result of any

act or omission by the Lessee or any other entity or person operating with its permission or consent or at its direction; or

(iii) The Lessee shall default or fail in the performance or observance of any other monetary or material non-monetary covenant, agreement or duty under this Lease; or

(iv) A voluntary or involuntary act of bankruptcy by or against the Lessee, or an admission by the Lessee of an inability to pay its debts.

18.2 Remedies Upon Default by Lessee. If an Event of Default specified in Section 18.1 hereof shall occur or, if applicable, shall occur and continue after the expiration of the notice period set forth for cure thereof this Lease may, at the sole option of Lessor, be terminated and, upon termination, Lessor shall be entitled to possession of the Leased Premises and Facility subject, nonetheless, to Lessee's right to remove Fixtures and Personal Property from the Lease Premises in accordance with Section 9.2 of this Lease. If Lessor so elects to terminate this Lease and, whether or not this Lease is terminated, Lessor may immediately or at any time thereafter and

without any demand and without further notice, enter upon the Leased Premises or any part thereof and repossess the same as of Lessor's former estate and expel, forcible if necessary, Lessee and those claiming through or under Lessee without being deemed guilty or any manner of trespass and without prejudice to any remedies which Lessor might otherwise have for arrears of Rent or for a prior breach of the provisions of this Lease. Lessor may terminate this Lease in accordance herewith by notice to Lessee or shall be deemed to terminate this Lease upon entry and repossession. The remedy available pursuant to this Section 18.2 shall be in addition to Lessor's other remedies available at law or in equity.

In addition thereto, Lessor may take such action as it deems advisable to protect and enforce its rights against Lessee in and to the Leased Premises and the Facility to obtain actual possession thereof and to collect any and all amounts due or which would become due pursuant to the then-remaining term of this Lease or by reason of a breach by Lessee of any of the covenants, warranties and representations of Lessee.

In the event of termination hereof or default hereunder, Lessor may, notwithstanding any other provision of this Lease, take any actions or remedies permitted by law, including without limitation reletting the Facility.

Lessor's exercise of the above remedies shall be undertaken only at the direction or with the consent of the Bond Insurer. In addition, the Lessor hereby agrees, in the event of a default by Lessee, to extend the lease term at the Bond Insurer's direction for a period not to exceed 20 years beyond the Series A of 1991 bond maturity, and to relet the Leased Premises to such person and for such purpose as the bond Insurer shall designate.

18.3 Lessor Events of Default. An Event of Default by Lessor shall mean the occurrence or existence of one or more of the following events or conditions (whatever the reason for such Event of Default and whether voluntary, involuntary or effected by operation of law) which continues for 30 days after written notice thereof or, if not capable of being remedied or cured within 30 days, for a period in excess of the period during which the Event of Default could have been cured in the exercise of due diligence:

- (i) The breach by Lessor of any of its warranties or representations set forth in this Lease; or
- (ii) Lessor's breach of its covenants of title or covenant of quiet enjoyment set forth in the Lease; or
- (iii) Lessor shall default or fail in the performance or

observance of any other covenant, agreement or duty under this Lease.

18.4 Lessee's Remedies. Upon an Event of Default by Lessor under this Lease and expiration of the notice periods set forth herein, lessee shall have the following rights:

- (i) To continue to exercise Lessee's rights and privileges under this Lease;
- (ii) To seek a judgment from a court having subject matter jurisdiction over the dispute and personal jurisdiction over the Lessor and Lessee that a Lessor Event of Default has occurred;
- (iii) To seek specific performance of Lessor's obligations hereunder; and
- (iv) To pursue any other remedy available to it at law or in equity.

Lessee agrees that in no event may it terminate this Lease upon an Event of Default, nor may Lessee fail to pay any Rent due hereunder.

18.5 Remedies Cumulative. No right or remedy conferred upon or reserved to Lessor or Lessee under this Lease is exclusive or any other right, power or remedy, and each shall be cumulative and concurrent and shall be in addition to any other right, power or remedy given hereunder, under any other instrument or now or hereafter existing at law, in equity or by statute. The Lessee agrees to be responsible for and to pay for any loss, liability or expense which arises out of or relates to the Lessee's acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the Lessee has been established by arbitration as provided for in Article XIX in this Lease, a court of law, or where settlement has been agreed to by the Lessee. This provision shall not be construed to limit the Lessee or the Lessor's rights, obligations, liabilities, claims or defenses which arise as a matter of law or pursuant to any other provision of this Lease, and this provision shall not be construed to limit the sovereign immunity of this Lessee.

ARTICLE XI

Non-Discrimination

19.1 The non-discrimination clause attached hereto as Exhibit E is incorporated herein by reference.

ARTICLE XX

Contractor Integrity

20.1 The contractor integrity provisions attached hereto as Exhibit F are incorporated herein by reference.

ARTICLE XXI

Contractor Responsibility

21.1 Lessor certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the federal government.

If the Lessor enters into any contracts under this Lease with contractors who are currently suspended or debarred by the Commonwealth, or who become suspended or debarred by the Commonwealth during the term of this Lease or any extensions or renewals thereof, the Commonwealth shall have the right to require that the Lessor terminate such contracts.

ARTICLE XXII

Applicable Law

22.1 This Lease shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

ARTICLE XXIII

Miscellaneous

23.1 Brokers. Lessor and Lessee warrant to each other that neither has retained a real estate broker or real estate brokerage firm or any other finder in connection with this Lease.

23.2 Force and Effect. Lessor and Lessee agree that all of the provisions hereof are to be construed as covenants and agreements as though the words supporting such covenants and agreements were used in each separate provision hereof.

23.3 Time for Performance. Lessor and Lessee agree that time is of the essence with respect to the construction of the Facility, the exercise of options granted hereunder and in the payment of Rent.

23.4 Entry and Inspection. After giving Lessee 24 hours notice, Lessor, by its agents or through its attorneys, to the extent permitted by law, may enter into and upon all or any part of the Leased Premises or Facility at any time from 9:00 a.m. to 5:00 p.m. on any Business Day during the term of this Lease for the purpose of reasonable inspections of the Leased Premises and insuring or auditing performance by Lessee with all of its covenants, warranties, representations and obligations under this Lease.

23.5 Recording. This Lease or a Memorandum of Lease shall be recorded by Lessor who shall bear the expense of said recording.

23.6 No Waiver. Neither the Lessee nor any other person now or hereafter obligated for the payment of the whole or any part of amounts due or hereafter due under this Lease shall be relieved of such obligation by reason of the failure of Lessor to demand performance thereof or by reason of any written waiver, release or stipulation extending the time for performance the terms of this Lease. The waiver by Lessor any breach of any term, covenant or condition hereof by Lessee shall not be a waiver of any subsequent breach of the same or any other term, covenant or condition.

23.7 Amendment. This Lease shall not be modified, amended or changed in any respect except by an agreement in writing executed by the person or entity against whom enforcement of the modification, amendment or change is sought.

The parties hereto may from time to time enter into amendments to this Lease as shall not adversely affect the rights of or the security of holders of bonds of the Lessor issued under the Indenture including but not limited to the following:

to cure an ambiguity, defect or omission in this Lease; to grant or confer upon the Lessee or the Lessor additional rights, remedies, powers or security; to increase or decrease the Rent hereunder to enable the parties to perform with their obligations under this Lease;

to reflect changes in applicable law; and

to add, to delete or modify the Leased Premises subject hereto or to substitute other real estate as necessary to accomplish the purposes of this Lease.

23.8 Notices. Any notice, request or other communication required or permitted pursuant to this lease shall be effective when given in writing by certified mail, return receipt requested, postage prepaid or by any reputable overnight delivery service which provides receipt of delivery or by actual delivery. Notices shall be deemed to be received on the date actually received by the person or entity to whom directed as evidence by receipt. All notices, requests and other communications shall be delivered as follows:

If to Lessor:

Redevelopment Authority of the County of Schuylkill
C/O Chief Clerk of the County of Schuylkill
County Court House
Pottsville, PA 17901

If to Lessee:

Secretary
Department of General Services
Commonwealth of Pennsylvania
Room 515 North Office Building
Harrisburg, PA 17125

or to such other address or addresses or to the attention of such other person or persons as the party who is entitled to receive such notice, request or other communication shall have previously notified the party who is giving such notice, request or other communication of in accordance with this Section.

23.9 Severability. The rights of Lessor and Lessee arising under this Lease shall be separate, distinct and cumulative. None of them shall be in exclusion of the others unless expressly stated herein. No act or failure to act by Lessor or Lessee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. If any provision of this Lease shall be held to be invalid, illegal or unenforceable in any jurisdiction, the remaining provisions shall remain fully enforceable so long as to do so will not materially change the economic benefits or creditworthiness of the transactions contemplated by this Lease.

23.10 No Personal Recourse. In the exercise of the power of the Lessor and its members, officers, employees, and agents hereunder including (without limiting the foregoing) the application of moneys, the investment of funds and the letting or

other disposition of the Leased Premises in the event of default by the Lessee, neither the Lessor nor its members, officers, employees or agents shall be accountable to the Lessee for any action taken or omitted by it or its members, officers, employees and agents in good faith and believed by it or them to be authorized or within the discretion or rights or powers conferred. The Lessor and such persons shall be protected in its or their acting upon any paper or document believed by it or them to be genuine, and it or they may conclusively rely upon the advice of counsel and may (but need not) require further evidence of any fact or matter before taking any action. No recourse shall be had by the lessee for any claims based hereon or on the Indenture against any member, office, employee or agent of the Lessor alleging personal liability on the part of such person unless such claims are based upon the bad faith, fraud or deceit of such person.

23.11 No Merger. The estate created under and by virtue of this Lease shall not merge with any other estate, interest or title in or relating to the Site by operation of law or otherwise.

23.12 Number of Days. In computing the number of days for purpose of this Lease, all days shall be counted including Saturdays, Sundays and legal holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or legal holiday.

23.13 Section Headings. The section headings used in this Lease are for convenience only and form no part of this Lease and shall not affect its interpretation.

23.14 Counterparts. This Lease may be signed in counterparts and will become binding in accordance with its terms when the duly witnessed or attested signatures of both Lessor and Lessee appear on any combination of counterparts.

23.15 Steel Products. In the performance of its obligations described in this Lease Agreement, Lessor shall abide by the provisions of the Steel Products Procurement Act of March 3, 1978, as amended, 73 P.S. Section 1881 et seq., and the Trade Practices Act of July 23, 1968, as amended, 71 P.S. Section 773.101 et seq.

23.16 Exhibits. The exhibits attached to this Lease are integral to it and are incorporated herein by reference and made a part hereof.

23.17 Binding Effect. Without in any way intending to broaden the permitted assignments of the rights and obligations arising under this Lease, Lessor and Lessee agree that this Lease shall insure to the benefit of and be binding upon each of their voluntary or involuntary successors and assigns.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Ground Lease/Purchase Agreement to be executed and delivered in its name and on its behalf as of the day and year first above written.

ATTEST:

Cynthia A. Scherer
SECRETARY

By: [Signature]
Lessor CHAIRMAN

Approved as to form and legality
OFFICE OF GENERAL COUNSEL

Commonwealth of Pennsylvania
Acting Through
Department of General Services

By [Signature]

By David L. Tannetta
Secretary of General Services
Lessee

OFFICE OF ATTORNEY GENERAL

By [Signature]

PROPERTY DESCRIPTION

ALL THAT CERTAIN PARCEL OF PROPERTY, being portions of the Sarah Millard Tract, Thomas Millard Tract, and the Morea Tract (John Cole Warrant), situate in the Township of Mahanoy, County of Schuylkill, Pennsylvania, bounded and described as follows:

BEGINNING at a point, a monument, located on the North Right-of-Way line of Morea Road (S.R.1008) and common corner with the John Riehle tract of property of GCC Realty, Inc., said point being also on the line between West Mahanoy and Mahanoy Townships; thence along the East line of GCC Realty, Inc. and Township line for the following two (2) courses and distances:

- (1) N 01-14-46 W - 963.77' to a set stone monument
- (2) N 01-14-46 W - 652.94' to a set stone monument;

thence along other property of GCC Realty, Inc., a portion of the Sarah Millard Tract, N 01-14-46 W - 1,520.66' to a monument on the South line of property of Blaschak Brothers; thence along said property, the following two (2) courses and distances:

- (1) S 86-26-31 E - 952.20' to a monument
- (2) N 56-18-29 E - 103.10' to a monument

on the South Right-of-Way line of PP&L and on the line of another parcel of property of GCC Realty, Inc., a portion of the Thomas Millard Tract; thence along said GCC Realty, Inc. property, S 86-26-13 E - 1,679.80' to a monument on line of the property of Blaschak Brothers; thence along said property for the following three (3) courses and distances:

- (1) S 56-18-29 W - 102.85' to a monument
- (2) S 86-26-31 E - 866.69' to a former iron pin in stone pile, (replaced by a monument)
- (3) S 00-27-11 E - 1,274.77' to a former iron pin in stone pile (replaced by a monument)

on the North line of property of Felix and Eileen Dicasimirro; thence along said property, S 00-27-11 E - 810.68' to a monument on the North Right-of-Way line of Morea Road (S.R.1008); thence along the above mentioned right-of-way along a curve to the left having an angle of 07-03-10, a radius of 2,619.20', a tangent of 161.41, a length of 322.40', and a chord S 72-28-42 W - 322.20' to a point; thence further along the same, S. 68-57-07 W - 1,812.68' to a point; thence further along a curve to the right having an angle of 24-40-56, a radius of 1,940.30', a tangent of 424.51', a length of 835.86', and a chord S 81-17-35 W - 829.41' to a point; thence further along the same, N 86-21-57 W - 622.82' to a monument, the Place of Beginning.

UNDER & SUBJECT TO AN EASEMENT FROM GCC Realty, Inc., its heirs and assigns that portion of the 150' Haul Road Easement, previously granted to Gilberton Power Company and Waste Management & Processors, Inc., bounded and described as follows:

BEGINNING at a point, a monument, on the South line of the property of Blaschak Brothers; thence along said line, S 86-26-31 E - 952.20' to a monument; thence crossing the described parcel along a curve to the left having an angle of 28-54-11, a radius of 287.92', a tangent of 74.20', a length of 145.24', and a chord N - 79-06-23 E - 143.71' to a point; thence N 64-39-18 E 54.89' to a point on the South Right-of-Way line of PP&L and the North line of the described parcel; thence along said line, S 86-26-13 E - 310.30' to a point; thence crossing the described parcel, S 64-39-18 W - 326.52' to a point; thence along a curve to the right having an angle of 28-54-11, a radius of 437.92', a tangent of 112.86', a length of 220.91', and chord S 79-06-23 W-218.58' to a point; thence N 86-26-31 W - 939.59' to a point on the West line of the described parcel; thence along said line, N 01-14-46 W - 150.52' to a monument, the Place of Beginning. Described easement containing 197,953 Square Feet (4.544 Acres).

ABOVE described parcel containing a gross area of 9,682,356 Square Feet (222.2764 Acres), and being shown as Parcel 1 and Parcel 2 on the Plan of the County of Schuylkill State Prison Project Subdivision, Drawing No.9127-1, prepared by WJP Engineers.

PARCEL 1 being a portion of the Sarah & Thomas Millard Tracts, property of GCC Realty, Inc., as recorded in Deed Book 1350, Page 252, and Parcel 2 being a portion of the Morea Tract (John Cole Warrant), property of Felix and Eileen Dicasimirro, as recorded in Deed Book 1127, Page 378.

EXHIBIT B

Plans and Specifications for the Facility

The following listed design development documents and supplements constitute the plans and specifications for the Facility:

1. Design Development Technical Documents dated April 27, 1991, per attached Table of Contents.
2. Supplement No. 1 dated May 31, 1991.
3. Supplement No. 2 dated June 19, 1991.
4. Supplement No. 3 dated July 3, 1991.

L-3 MEDIUM CUSTODY PRISON

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RENT PAYMENT SCHEDULE

In accordance with the attached schedule, the first payment is due upon the commencement of the term of this Lease as defined in Article III hereof, and monthly thereafter until the expiration date or until the option to purchase is exercised in accordance with Article XI. Since the rent payable hereunder is on a monthly basis, and since debt service payments will be made on a semiannual basis, monthly rent payments made by Lessee between debt service payments shall be placed in an interest bearing account with any interest earned being credited against future rent obligations of Lessee.

The attached rental amounts are per month, are based on the Lessor obtaining financing at the rate of Seven (7%) per annum, and include "all in" costs. If the actual interest rate and/or financing costs differ from this amount, the above rental amounts shall be adjusted accordingly, up or down. The Lessee shall coordinate all financing. Prior to closing on any financing, the Lessor shall have obtained the written approval by Lessee of the entire financing package.

The rate quoted, with the exception of the above financing provision, reimbursement of insurance costs, and Lessee approved change orders and claims, will be firm for the life of the lease, and not subject to adjustment. The total fixed cost of the project exclusive of the Guaranteed Construction Cost and financing costs is Eleven Million Seven Hundred Eighty Thousand Three Hundred Eighty Three and 60/100 Dollars (\$11,780,383.60).

In addition to the above amount, during the Lease Term, Lessee will pay to Lessor, as additional rent on a monthly basis, \$15,000 per year for administrative expenses, and such amounts as shall be necessary under the terms of the Indenture, to replenish the Bond Reserve Fund in accordance with the terms thereof.

Annual
Lease
Requirement
(1)

Date	Trustee	Annual Lease Requirement (1)
6/15/92		0
6/15/93	7,000	0
6/15/94	7,000	7,938,818
6/15/95	7,000	10,114,521
6/15/96	7,000	10,112,169
6/15/97	7,000	10,110,706
6/15/98	7,000	10,114,121
6/15/99	7,000	10,111,073
6/15/00	7,000	10,110,889
6/15/01	7,000	10,112,225
6/15/02	7,000	10,113,737
6/15/03	7,000	10,114,081
6/15/04	7,000	10,111,913
6/15/05	7,000	10,110,889
6/15/06	7,000	10,114,329
6/15/07	7,000	10,110,217
6/15/08	7,000	10,112,209
6/15/09	7,000	10,112,953
6/15/10	7,000	10,116,433
6/15/11	7,000	10,112,297
6/15/12	7,000	10,111,529
6/15/13	7,000	-755,059
Totals	147,000	189,206,847

(1) Annual Rentals (at maximum) = 10,115,433.00
 monthly = 842,952.75

Permitted Encumbrances:

Rights of Gilberton Power Company and Waste Management and Processors, Inc., their successors and assigns, as set forth in the Haul Road Easement agreement dated 12/30/85 recorded 12/30/85 in Misc. Book 239 page 358

Rights of Pennsylvania Power & Light Company as set forth in agreement dated 6/21/1979 and recorded 9/28/1979 in Misc. Book 203 page 552 between Southern Carbon Corporation and Pennsylvania Power & Light Company and agreement dated 4/20/1967 and recorded 3/6/1968 in Misc. Book 158 page 338 between Julia Peca, Catherine Peca and Natalie Peca, t/d/b/a Mill Creek Land Company and Pennsylvania Power & Light Company. These rights are to be terminated by recorded agreement and a substitute easement granted to Pennsylvania Power & Light Company along the eastern line of the premises.

Rights of Pennsylvania Power & Light Company as set forth in agreement between The Philadelphia and Reading Coal and Iron Company and Pennsylvania Power & Light Company dated 10/21/1930 and recorded 11/3/1930 in Misc. 58 page 489 and any supplements or amendments thereto.

Rights of Pennsylvania Power & Light Company to a 100' right-of-way extending from the West Mahanoy Township lien in a southeast direction to S.R. 1008 (Morea Road)

Rights of Morea Citizens Water Company in and to a private utility line, spring house and private road situate in the southwest corner of the premises.

Obligations relating to two wetlands area within the boundaries of the premises.

Future easements for utilities.

EXHIBIT E

Equipment and Systems Covered by Warranty

1. Boilers
2. Chillers
3. Electrical Primary Transformers
4. Emergency Generators
5. Medium Voltage Switchgear
6. Double-ended Substation (480V)
7. Central Control Console, Equipment & Computer System
8. Cooling towers

PROPERTY RIGHTS AGREEMENT

THIS AGREEMENT made this 5th day of August, 1991, by and between REDEVELOPMENT AUTHORITY OF THE COUNTY OF SCHUYLKILL, a redevelopment authority organized and existing under the laws of the Commonwealth of Pennsylvania with an office or principal place of business located at Schuylkill County Courthouse, Second Street and Laurel Boulevard, Pottsville, Pennsylvania 17901 ("Authority") and GCC REALTY, INC., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with an office or principal place of business located at Morea Road, Frackville, Schuylkill County, Pennsylvania 17931 ("GCC").

Background

On July 29, 1991, the Authority filed a Declaration of Taking with the Prothonotary of Schuylkill County, Docket No. S-1312-1991, pursuant to the Eminent Domain Code, Act of June 22, 1964, Special Session, P.L. 84, 26 P.S. §1404 et. seq. (the "Eminent Domain Proceedings") whereby the Authority acquired title to the private property of the Authority more specifically described on Exhibit "A", attached hereto and incorporated herein by reference (the "Property"). The Authority plans to lease the Property to the Commonwealth of Pennsylvania acting through the Department of General Services for the benefit of the Department of Corrections ("Commonwealth") and will develop on the Property a 1,000 cell medium security correctional facility, including appurtenances and personal property necessary or convenient thereto (the "Facility"). GCC owns property and property rights adjoining and within the vicinity of the Property. The Authority is required to provide

public water and sewer services to the Facility and has or will contract with the Schuylkill County Municipal Authority ("Water Authority") for water service and the Mahanoy City Sewer Authority ("Sewer Authority") for sewer service. Construction of the infrastructure necessary to provide such water and sewer service to the Facility, including pipes, valves, pumps, fittings and all other appurtenances (the "Utility Infrastructure") is the responsibility of the Authority. GCC and the Authority desire to address certain mutual concerns regarding the Property and the provision of public water and sewer service thereto as part of an overall resolution of the Condemnation Proceedings and are entering into this Property Rights Agreement for that purpose.

NOW, THEREFORE, in consideration of the mutual promises contained herein and with intent to be legally bound, the parties hereby agree as follows:

1. Easements.

(a) Prior to commencement of the Eminent Domain Proceedings, GCC enjoyed the use in common with Gilberton Power Company and Waste Management Processors, Inc. of the road more specifically described on Exhibit "B", attached hereto and incorporated herein by reference (the "Haul Road"). The Authority hereby agrees, at no cost to GCC, to provide GCC with an easement and right of way over the Haul Road sufficient to provide GCC with ingress, egress, and regress on and over the Haul Road for all manner of vehicle and pedestrian traffic from and to the property of GCC located at either terminus of the Haul Road, as well as for the purpose of

laying, constructing, operating, inspecting, maintaining, repairing, replacing, substituting, relocating, and removing any necessary or desirable mains, fittings, valves, pumps, hydrants, lines, cables and other appurtenances for the transportation or transmission of water, sewage and other utilities.

(b) GCC acknowledges that the Authority will need nonexclusive easements over the lands of GCC adjoining the Property for the purpose of laying, constructing, operating, inspecting, maintaining, repairing, replacing, substituting, relocating and removing any necessary or desirable water and sewer mains, fittings, valves, pumps, hydrants and other appurtenances for the transportation of water to the Facility from the Water Authority and sewage from the Facility to the Sewer Authority's sewage treatment plant (the "Easement Purposes"). GCC further acknowledges that a fifty (50') foot wide easement may be necessary for the anticipated sewer line in order to provide for an adjoining access road. Similarly, the Authority acknowledges that GCC will need nonexclusive easements over the Property for similar purposes in order to consummate the transactions referred to elsewhere in this Agreement. The Authority further acknowledges that GCC has existing plans for development of its lands located to the west of the Property. The exact location and precise nature of the aforementioned easements has not been determined at this time. Nevertheless, each party agrees to enter into good faith negotiation of the terms under which the aforementioned easements

will be granted, particularly recognizing and acknowledging the intended plans and use by GCC of its lands adjoining the Property. The parties further agree that the grant of such easements shall be at no cost to the parties.

2. Access to Utility Infrastructure. The Authority shall provide GCC with direct access to the Utility Infrastructure at no cost to GCC. Such access shall be at such locations and pursuant to such terms as may be reasonably agreeable to the parties. The Authority agrees to design and build the Utility Infrastructure in such a manner as to provide for the anticipated water and sewer capacity requirements of both the Facility and GCC. The parties acknowledge that the water capacity requirement of the Facility is approximately 400,000 gallons per day and the water capacity requirement of GCC is approximately 200,000 gallons per day (the "GCC Water Capacity Requirement"). The parties further acknowledge that the sewer capacity requirement of the Facility is approximately 350,000 per day and the sewage capacity requirement of GCC is approximately 150,000 gallons per day ("GCC Sewage Capacity Requirement").

3. Capacity Rerating. (a) The Authority acknowledges that the Sewer Authority has made application to the Pennsylvania Department of Environmental Resources ("PADER") to rerate the sewage treatment plant of the Sewer Authority to 1.38 million gallons per day ("GPD") average daily flow ("ADF") and that presently the plant is permitted for 700,000 per day dry weather flow and 940,000 GPD ADF. The Sewer Authority has requested

approval from PADER of the rerating of its sewage treatment plant to 1.38 million GPD, a true and correct copy of which request is marked Exhibit "C", attached hereto and incorporated herein by reference. PADER has concurred with such request as evidenced by a letter from Paul M. Swerdon, Chief, Permits & Grants Section, dated July 17, 1991, a true and correct copy of which is marked Exhibit "D", attached hereto and incorporated herein by reference. The Sewer Authority agreed to apply for and secure the aforesaid maximum rerating of its sewage treatment plant based on the agreement of the Authority to assume responsibility for construction costs associated with the sewage treatment plant upgrade, NPDES repermitting, as well as construction of the sewage component of the Utility Infrastructure at a cost of \$1,830,000.00 (the "Sewage Infrastructure Cost"). The Authority agrees to pay the Sewer Authority for the Sewage Infrastructure Cost on a timely basis in accordance with a schedule to be determined between the Authority and the Sewer Authority.

(b) The Authority acknowledges that the Water Authority intends to make application to PADER to rerate the capacity of the water filtration plant of the Water Authority to a maximum rating of at least 1,100,000 GPD. The Authority agrees to cooperate with GCC and the Water Authority in the effort of the Water Authority to secure the maximum rerating possible for the water filtration plant. The Water Authority has agreed to apply for and secure the aforesaid maximum rerating of its water filtration plant based on the agreement of the Authority to assume responsibility for

construction costs associated with the additional requirements for the water filtration plant, permitting, and the like, as well as construction of the water component of the Utility Infrastructure, all at a cost of \$970,000 (the "Water Infrastructure Cost"). The Authority agrees to pay the Water Authority for the Water Infrastructure Cost on a timely basis in accordance with a schedule to be determined between the Authority and the Water Authority.

(c) The Authority further agrees to cooperate with GCC and the Water Authority and the Sewer Authority with respect to GCC securing a reservation of water capacity sufficient to satisfy the GCC Water Capacity Requirement and sewage capacity sufficient to satisfy the GCC Sewage Capacity Requirement.

4. Waiver of Refund and Reimbursement of Fees. The Authority hereby waives any and all refunds and/or reimbursement of tapping, connection or other fees to which it might otherwise be entitled from the Water Authority and the Sewer Authority based on construction of the Utility Infrastructure at the expense of the Authority under and pursuant to the Municipality Authorities Act of 1945, Act of May 2, 1945 P.L. 382, No. 164, 53 P.S. §301 et seq. (the "Authorities Act") or otherwise ("Fees") as to all lands owned by GCC or JMB, Ltd., a Pennsylvania corporation ("JMB") or the owner of any lands comprising the John B. Rich Corporate Center, more specifically described on Exhibit "E", attached hereto and incorporated herein by reference ("Other Owners"). The Authority further agrees to take all measures reasonably necessary to secure the agreement of the Water Authority and the Sewer Authority to

eliminate any such Fees to GCC, JMB or Other Owners to the extent that all or any portion of such Fees were based on construction of the Utility Infrastructure and related costs or would otherwise be refunded or reimbursed to the Authority. In the event the Water Authority and/or the Sewer Authority charges Fees to GCC or JMB or such Other Owner, based to any extent on a refund or reimbursement to the Authority, the Authority agrees to pay over to GCC, JMB or such Other Owner, as the case may be, any amounts received by the Authority from the Water Authority or the Sewer Authority in that regard within fifteen (15) days of receipt.

5. Limited Assignment of Rights under Blaschak Agreement.

GCC acknowledges that a certain Agreement, dated January 30, 1989, between Blaschak Brothers and JMB, a true and correct copy of which is marked Exhibit "F", attached hereto and incorporated herein by reference (the "Blaschak Agreement"), is in full force and effect. GCC agrees to use its best efforts to cause JMB to assign to the Authority on a nonexclusive and concurrent basis the rights of JMB, under and pursuant to the agreement for Easement Purposes.

6. Additional Documents and Further Assurances. GCC and the Authority agree to execute and deliver to the other, or cause to be executed and delivered to the other, any and all other documents, agreements, statements, resolutions, consents and information as may be reasonably required in connection with the matters and actions described in this Agreement.

7. Miscellaneous.

(a) This shall be binding upon and inure to the benefit

of the parties hereto and their successors assigns.

(b) This Agreement shall be governed by, and construed and enforced in accordance with, the domestic laws of the Commonwealth of Pennsylvania.

(c) This Agreement shall not be assignable by either party without the prior written approval of the other party, except that any assignment by GCC to JMB shall be deemed to be with the prior written approval of the Authority.

(d) The section and paragraph headings in this agreement are for convenience of reference only and shall not be deemed to modify or limit the provisions of this Agreement.

(e) Any notice, communication, demand or other writing ("Notice") required or permitted to be given, made or accepted by any party to this Agreement shall be given by personally delivery or by depositing the same in the United States Mail, properly addressed, postage pre-paid and registered or certified with return receipt request. A Notice given by personal delivery shall be effective upon delivery and a Notice given by registered or certified mail shall be deemed effective on the second day after such deposit. For purposes of Notice, the addresses of the parties shall be, until changed by a Notice given in accordance herewith, as follows:

If to the Authority:	Redevelopment Authority of the County of Schuylkill Schuylkill County Courthouse Second Street & Laurel Boulevard Pottsville, PA 17901
----------------------	--

With a required copy to:

Thomas J. Nickels, Esquire
5th Floor, Thompson Building
Pottsville, PA 17901

If to GCC:

GCC Realty, Inc.
Morea Road
Frackville, PA 17931

With a required copy to:

Paul J. Datte, Esquire
Frumkin, Shralow & Cerullo, P.C.
Second Street & Laurel Boulevard
P.O. Box 500
Pottsville, PA 17901

(f) In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise effected by such action, remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Property Rights Agreement to be executed on the day and year first above written.

REDEVELOPMENT AUTHORITY OF THE
COUNTY OF SCHUYLKILL

By *Robert S. J. [Signature]*

GCC REALTY, INC.

By *[Signature]*

PROPERTY DESCRIPTION
GCC REALTY, INC.
PARCEL 1

ALL THAT CERTAIN PARCEL OF PROPERTY, being portions of the Sarah Millard Tract and Thomas Millard Tract, situate in the Township of Mahanoy, County of Schuylkill, Pennsylvania, bounded and described as follows:

BEGINNING at a point, a Set Stone, located at a corner on the line between West Mahanoy and Mahanoy Townships, being referenced N 01-14-46 W - 1,616.71' from a monument on said Township Line and also on the North Right-of-Way Line of Morea Road (S.R.1008) and being a common corner with the John Riehle Tract of property of GCC Realty, Inc.; thence along other property of GCC Realty, Inc., a portion of the Sarah Millard Tract, N 01-14-46 W - 1,520.66' to a monument on the South Line of property of Blaschak Brothers; thence along said property, for the following two (2) courses and distances:

- (1) S 86-26-31 E - 952.20' to a monument
- (2) N 56-18-29 E - 103.10' to a monument

on the South Right-of-Way Line of PP&L and on the line of another parcel of property of GCC Realty, Inc., a portion of the Thomas Millard Tract; thence along said GCC Realty, Inc. property, S 86-26-13 E - 1,679.80' to a monument on line of the property of Blaschak Brothers; thence along said property for the following three (3) courses and distances:

- (1) S 56-18-29 W - 102.85' to a monument
- (2) S 86-26-31 E - 866.69' to a former iron pin in stone pile, (replaced by a monument)
- (3) S 00-27-11 E - 1,274.77' to a former iron pin in stone pile (replaced by a monument)

on the North Line of property of Felix and Eileen Dicasimirro; thence along said property, S 89-31-49 W - 3,469.27' to a monument, the Place of Beginning.

UNDER AND SUBJECT TO AN EASEMENT TO GCC Realty, Inc., its heirs and assigns, for that portion of the 150' Haul Road Easement, previously granted to Gilberton Power Company and Waste Management & Processors, Inc., bounded and described as follows:

BEGINNING at a point, a monument, on the South Line of the property of Blaschak Brothers and being the Northwest Corner of the described parcel; thence along said line, S 86-26-31 E-952.20' to a monument; thence further along said line, N 56-18-29 E 103.10' to a monument on the South Right-of-Way Line of PP&L and the North Line of the described parcel; thence along said line, S 86-26-13 E - 415.45' to a point; thence crossing the described parcel, S 64-39-18 W - 326.52' to a point; thence along a curve to the right having an angle of 28-54-11, a radius of 437.92', a tangent of 112.86', a length of 220.91', and chord S 79-06-23 W - 218.58' to a point; thence, N 86-26-31 W - 939.59' to a point on the West Line of the described parcel; thence along said line, N 01-14-46 W - 150.52' to a monument, the Place of Beginning. Described easement containing 203,094 Square Feet (4.662 Acres).

ABOVE described parcel containing a gross area of 4,966,944 Square Feet (114.0254 Acres), and being shown as Parcel 1 on the Plan of the County of Schuylkill State Prison Project Subdivision, Drawing No.9127-1, prepared by WJP Engineers.

DESCRIBED Parcel being a portion of the Sarah & Thomas Millard Tracts, property of GCC Realty, Inc., as recorded in Deed Book 1350, Page 252.

BEGINNING at a point, a monument, on the South Line of the property of Blaschak Brothers and being the Northwest Corner of the described parcel; thence along said line, S 86-26-31 E-952.20' to a monument; thence further along said line, N 56-18-29 E 103.10' to a monument on the South Right-of-Way Line of PP&L and the North Line of the described parcel; thence along said line, S 86-26-13 E - 415.45' to a point; thence crossing the described parcel, S 64-39-18 W - 326.52' to a point; thence along a curve to the right having an angle of 28-54-11, a radius of 437.92', a tangent of 112.86', a length of 220.91', and chord S 79-06-23 W - 218.58' to a point; thence, N 86-26-31 W - 939.59' to a point on the West Line of the described parcel; thence along said line, N 01-14-46 W - 150.52' to a monument, the Place of Beginning. Described easement containing 203,094 Square Feet (4.662 Acres).

MAHANAY CITY SEWER AUTHORITY

WASTEWATER TREATMENT FACILITY

RERATE STUDY

NPDES PERMIT NO. PA 0070041

AB PROJECT NO. 7705.G6

JUNE, 1991

Chicago, IL

Kenosha, WI

Atlanta, GA

EXHIBIT "C-1"

INTRODUCTION

Schuylkill County is the new location of a State Correctional Institution (SCI). The project will provide a new 1,000 cell, medium security prison which will be leased by the Commonwealth. The average daily sanitary flow from the prison will be 350,000 gpd. All sanitary flows from the prison will be pretreated with a comminutor and/or mechanical bar screen before entering a pump station. The pump station will discharge flow into a public sewer extension. The project proposes to connect the SCI to the wastewater treatment plant in Mahanoy City, Mahanoy Township, Schuylkill County. This additional flow will cause the plant to be operating above its permitted capacity. However, it is the purpose of this study to show that the original as-built design of the plant created excess capacity and additional capacity can be accommodated with some minor improvements. It is proposed that construction of the SCI will begin in August 1991 and be completed and operational in the Spring of 1993.

TREATMENT PLANT

The Mahanoy City Wastewater Treatment Plant (WWTP) began operation in 1980 and was designed by Tracy Engineers. The WWTP operates using the Schreiber process, a low-load counter current treatment process. Mahanoy City is served by combined sewers and during rain events flows to the plant exceed 20 mgd. This problem was considered during the original design of the plant and to accommodate this high flow a swirl concentrator was installed at the WWTP.

The swirl concentrator was designed by the EPA, and is basically a sewer overflow. The swirl concentrator allows the solids to settle and flow to the plant while the clear liquid overflows to the stream.

After the swirl concentrator, the sewage is pumped back to the influent flow channel where it continues through the rest of the WWTP as it would during non-storm events. Following influent pumping into the flow channel, the sewage flows through a mechanically cleaned bar screen, an aerated grit and grease removal channel, aeration by fine bubble ceramic diffusers, final clarification and finally disinfection by chlorination.

The WWTP effluent limitations are 30 mg/l suspended solids (SS) and 25 mg/l BOD₅ at flows of 0.70 mgd (average dry weather flow) and 0.94 mgd (Average Daily Flow). The current permit number is NPDES PA 0070041.

Flows at the plant have never exceeded nor are the flows predicted to exceed these present permit limits due to a decreasing population in the Borough of Mahanoy City. Previous Chapter 94 Wasteload Management Reports (see Page 7 of this report) indicate that average daily flows for the past five (5) years are well within the plant's permitted capacity of 0.70 mgd (average dry weather flow) and 0.94 mgd (average daily flow). The flows from the Borough are currently in the range of 0.53 mgd to 0.67 mgd (Average Daily Flow) as can be seen in Table 1.

The organic load influent to the plant is presently very low as can be seen in Table 2 (under 100 mg/l BOD₅ and 115 mg/l SS on the average for 1990 and under 80 mg/l and 140 mg/l SS on the average for January through April, 1991). Because the SCI is an institution, typically we would expect a large increase in the organic loading to the plant. The SCI is expected to have a BOD₅ concentration of 400 mg/l and the same for suspended solids.

The WWTP has a history of producing excellent effluent quality. In 51 sampling events during 1990, 49 of the samples had effluent BOD concentrations below 5 mg/l and 46 of the samples had effluent SS concentrations below 10 mg/l. The other samples were within the permitted limits.

One problem which has recently occurred at the plant is a low pH in the aeration basins (5.5 - 6.0). This is believed to be caused by nitrification occurring in the tanks. The pH began to drop below 6 when the Authority placed both treatment units on-line. In the past, the Authority operated only one aeration tank and one clarifier (to help defray power costs). The as-built design has resulted in the existing wastewater treatment plant having excess capacity due to low flows. At the discretion of the plant operator, in January 1991, both aeration tanks and both clarifiers were placed on-line. Soon after the pH dropped below 6 and since this time the operators have been dosing the aeration tanks with lime. It is believed that the sludge retention time is too long with both tanks on-line and nitrification takes place causing the pH to drop. The Authority is planning to reduce the MLSS concentration in the tank and waste sludge more frequently to help to alleviate this problem. Also, the operator is returning to operating with only one unit on-line. Another contributor to the low pH is acid rain. For the month of May, rainwater samples were taken and the average pH was 3.46.

The proposed additional flows from the prison and any additional development will not be conveyed by the existing combined sewer collection system. The proposed SCI will enter the sewage treatment plant at a point which is downstream of the swirl concentrator. This will insure that none of this additional flow is bypassed from the treatment plant to the stream during rain events. The original design concept will however, be kept intact.

According to the WWTP's O&M Manual, the hydraulic design allows flows up to 1.75 mgd. Therefore, all the pretreatment units are sized to handle the additional flow from the proposed development.

Clarifier Design Considerations

The clarifiers were originally designed based on European parameters which set surface settling rates at 300 gallons per square foot per day (g/sf/d) at average weather flow and 600 g/sf/d at peak flows. Each clarifier has a diameter of 49.21 feet and a sidewater depth of 9.84 feet. This results in a volume of 18715 cu.ft. (140,000 gallons) and a surface area of 1902 sq.ft. With both tanks operating, the total volume is 36,350 cu.ft. (280,000 gallons) and total surface area is 3804 sq.ft.

The WWTP clarifiers would be capable of operating at an average design flow of 1.38 MGD and a peak flow of 2.9 MGD. These flows correlate to an overflow rate of 363 gpd/sq.ft. at average flow and 762 gpd/sq.ft. at peak flow. The overflow rates are acceptable and are well within the range of the PADER Sewerage Manual. Solids loading is based on operating at a maximum MLSS concentration of 5,000 mg/l and an allowable solids load of 35 lb/day/sq.ft. as an average and 50 lb/day/sq.ft. This results in an average solids loading of 133,140 lb/day and a peak of 190,200 lb/day. Using the overflow rate of 2.9 mgd (peak flow) and the tank diameter of 49.21 feet, the weir loading rate is calculated to be 9380 gpd per lineal foot of weir.

The return activated sludge pumps are screw pumps which can change flow rates by adjusting the angle of inclination of the pump. The flow rates are adjustable between approximately 400 and 675 gpm. When the Authority has only one tank on-line, the pump is set at an angle of 35° which correlates to flow of 578 gpm or 832,320 gpd (0.83 mgd). The plant has a history of such low flows that only one pump handles the influent flow. There is excess capacity at the plant such that proposed sanitary sewage from future development can be treated. The average monthly sewage flow rate during 1990 was 0.59 mgd and the return activated sludge pump rate was 0.83 mgd. This demonstrates that the plant has been operating very effectively and no problems have occurred.

At an average MLSS concentration of 5000 mg/l, the average solids load of 133,140 lb/d would result in an allowable mixed liquor flow of 3.19 mgd and a peak mixed liquor flow of 5.70 mgd at the peak solids load. Therefore, hydraulic overflow rate governs the allowable clarifier flows.

Aeration Requirements

There are several factors which influence the transfer efficiency of counter current aeration. The most important factor is through-put rate of the air diffuser. Other factors include diffuser spacing and submergence.

The following is through-put rate of air and the corresponding efficiency for the layout at the Mahanoy City Sewer Authority.

<u>Through-put Rate</u>	<u>Efficiency</u>
1.67 cfm/foot of diffuser	5.9% per meter submergence
1.33 cfm/foot of diffuser	6.8% per meter submergence
1.00 cfm/foot of diffuser	7.5% per meter submergence

or

1.67 cfm/foot of diffuser	1.8% per foot
1.33 cfm/foot of diffuser	2.1% per foot
1.00 cfm/foot of diffuser	2.29% per foot

For design purposes, it is suggested by the equipment manufacturer that 2.5 lbs of oxygen per lb of BOD applied plus standby blowers to handle the peak organic load be used in the aeration tanks. This figure includes the correction factors for alpha, beta, temperature, altitude, etc. In addition, this figure also assumes that nitrification will occur since there is ample retention time and adequate temperature.

The aeration requirements are based on the plant operating at an average MLSS concentration of 4000 mg/l and at an F/M ratio of 0.10 lb BOD₅/lb MLVSS. Flow limitations were based on the existing clarifier as-built design which determined the average daily flow of 1.38 mgd to be acceptable.

BOD Loading

Borough	0.70 mgd x 125* mg/l	x	8.34	=	729.75 lbs/day
Prison	0.35 mgd x 400 mg/l	x	8.34	=	1167.60 lbs/day
Future Developer	0.33 mgd x 200 mg/l	x	8.34	=	<u>550.44</u> lbs/day
Total	1.38 mgd		Approx.		2450 lbs/day

* Based on information obtained from Authority operating records.

This load would be handled by installing 900 feet of diffusers at an air through-put rate of 1.67 cfm per foot of diffuser. This higher rate reduces efficiency to 1.8% per foot (5.9% per meter) of submergence, however, the overall aeration process would not be impeded.

Depth of Submergence = 9.19 ft = 2.8

BOD Load = 2450 lbs/d x 2.5 lbs O₂/lb BOD x $\frac{1 \text{ day}}{24 \text{ hrs}}$ = 255 lbs/hr

$\frac{255.2 \text{ lbs O}_2/\text{hr}}{(0.0174799 \text{ lb O}_2/\text{ft}^3 \text{ air})(0.018)(9.19 \text{ ft})} \times \frac{1 \text{ hr.}}{60 \text{ min}} = 1471 \text{ scfm}$

Approximately 1500 scfm

In order to supply 1500 scfm, two additional 300 scfm blowers would have to be installed to run continuously with the existing 900 scfm blowers. An additional 300 scfm blower would need to be installed as a spare.

Disinfection Facilities

Gas chlorination is used as the means of disinfection at the facility. The existing chlorine contact tank has two separate compartments, each with a volume of 18,044 gallons. Total volume equals 36,088 gallons. Based on 30 minute detention time at average daily flow and 15 minute detention time at peak flow, the allowable flows are 1.73 mgd and 3.46 mgd respectively. Therefore, the existing tankage is more than adequate to handle the proposed flow.

Other Improvements

Other processes which will be modified during design are the conversion of the sludge storage silo to an aerobic digester and the installation of reed drying beds to be the primary means for dewatering sludge with the existing belt filter press to remain as a secondary device.

Summary

The organic load is based on the aeration requirements. With 1500 scfm of air supplied, a BOD₅ load of 2450 lbs/day is acceptable.

The capacity of the aeration tanks is 0.695 MG (92,914 cu.ft). Therefore, at the flow rate of 1.38 mgd, the hydraulic detention time is approximately 12 hours. The BOD₅ load equals 26.9 lbs per 1000 cu.ft./day and the F/M ratio is 0.11 lb/BOD MLSS at a MLSS of 4000 mg/l or 0.09 lb BOD/lb MLSS at a MLSS of 5000 mg/l. The F/M ratio would be lower when based on the MLVSS.

The transfer efficiency of the diffusers at an air through-put rate of 1.67 cfm per foot of diffuser based on 900 feet of diffusers is 1.8% per foot of submergence. The diffusers are submerged in 9.19 feet of sewage.

The clarifiers are well within the PAF Sewerage Manual's parameters when operating at the flow rates of 1.38 mgd average and 2.90 mgd peak.

The present disinfection facilities are adequate to provide treatment for an average flow of 1.73 mgd and a peak flow of 2.46 mgd.

Again, it is noted that the proposed additional flows from the prison and any additional development will not be conveyed by the existing sewer system and will enter the sewage treatment plant at a point which is downstream of the swirl concentrator. This will insure that none of the additional flow is bypassed from the treatment plant to the stream during wet weather flow.

The following comments support the rerating of the Mahanoy City Wastewater Treatment Plant:

1. The existing operation and maintenance of the WWTP is always well within its permitted limits.
2. The "as-built" design has resulted in the existing WWTP having excess capacity.
3. The existing user base is not anticipated to expand to use the excess capacity.

The existing WWTP can handle additional flow with addition and adjustments to the aeration equipment. As a result, we request the plant be rerated to 1.38 MGD.

TABLE #1

HYDRAULIC LOADING DATA
MONTHLY AVERAGE FLOW (MGD)

Month	1987	1988	1989	1990	1991
January	0.5838	*0.5322	0.4862	0.5530	*0.6653
February	*0.5985	*0.6521	0.5204	0.5954	*0.6311
March	*0.5917	*0.6632	0.6043	0.5353	*0.6565
April	*0.5894	0.5055	0.4914	0.5748	0.5952
May	0.4706	0.5243	*0.6052	0.5619	0.5309
June	0.4747	0.4224	*0.5704	0.5774	
July	0.4723	0.4457	*0.5493	0.5505	
August	0.4739	0.4495	0.5014	0.6120	
September	0.6385	0.4281	0.5458	0.6039	
October	0.4846	0.3821	0.4927	*0.6664	
November	0.6271	0.4495	0.5424	*0.6118	
December	0.5633	0.4266	0.4682	*0.6387	
Total	6.5684	5.8812	6.3777	7.0811	3.079**
Average	0.5474	0.4901	0.5315	0.5901	0.6158

Maximum 3 Month Ave. MGD	0.5913	0.6158	0.5750	0.6390	0.6510
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Ratio of Max 3 Month Ave. & Total Ave.	1.0803	1.257	1.0818	1.08	1.06
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Average of Ratios = 1.11
Used as Multiplier for Max 3-month Average Daily Flow Projections

5-Year Annual Average Hydraulic Loading = 0.5461 MGD

* Indicates Highest Three Consecutive Months Flow

** Through May 31, 1991

NOTE: In May of 1991, a water line leaking into the sewer system was shut off. This water line is believed to be a contribution to the above average flows in the previous months.

WASTEWATER CHARACTERISTICS 1990
KAHANOV CITY SEWER AUTHORITY

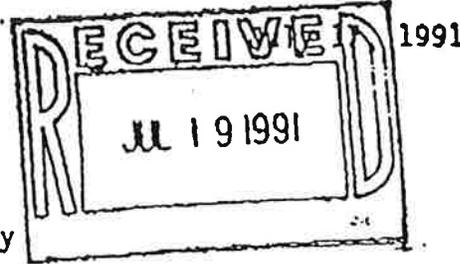
TABLE 2

	Flow	BOD mg/l		SS mg/l		D.O. mg/l		pH	
		Influent	effluent	Influent	effluent	effluent	effluent	max	min
January	0.5530	92.1	1.96	76.4	4.05	5.75	6.2	6.0	
February	0.5954	73.5	1.10	78.1	5.44	6.0	6.3	6.0	
March	0.5353	157.5	1.88	139.9	6.85	6.0	6.3	6.1	
April	0.5748	65.4	1.34	91.8	9.93	6.1	6.3	6.1	
May	0.5619	136.1	4.68	94.1	10.26	5.8	6.5	6.0	
June	0.5774	98.1	1.74	84.8	6.15	5.8	6.4	6.0	
July	0.5505	97.9	3.20	133.1	6.35	5.6	6.3	6.0	
August	0.6120	64.8	1.37	122.4	5.65	5.6	6.3	5.4	
September	0.5039	93.6	1.02	141.3	5.03	5.6	6.5	6.0	
October	0.6664	111.6	1.16	170.3	3.18	6.0	6.3	5.9	
November	0.6118	126.3	1.07	160.8	3.28	6.2	6.4	6.0	
December	0.6387	46.5	2.63	79.1	7.18	5.5	6.2	5.9	
Max.	0.6664	157.5	4.68	170.3	10.26	6.2	6.5		
Ave.	0.5901	98.1	1.90	114.1	6.10	5.8			
Min.	0.5353	46.5	1.02	76.4	3.18	5.5	5.4		



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES

Water Quality Management Program
Northeast Regional Office
90 East Union Street - 2nd Floor
Wilkes-Barre, PA 18701-3296
(717) 826-2306 or (717) 826-2555



ROUTE TO	
JPL	JPL
GOS	WOB
CH	
Ph	File

Mr. Charles A. Hauser
Alfred Benesch & Company
P. O. Box A
474 North Centre Street
Pottsville, PA 17901

RE: Sewerage Permit #5479401-T1
Mahanoy City Sewer Authority
Mahanoy Township, Schuylkill County

Dear Mr. Hauser:

I have reviewed your preliminary report of 7/3/91 and concur with its conclusions.

If I can be of any further assistance, please contact me.

Very truly yours,

Paul M. Swerdon, Chief
Permits & Grants Section

Post-It™ brand fax transmittal memo 7671 # of pages 1

To	PAUL WATTE	From	T. B. RICHARDS
Co.	F & C	Co.	Sch. Co.
Dept.		Phone #	628-1420
Fax #	622-0798	Fax #	628-1108

Post-It™ brand fax transmittal memo 7671 # of pages 1

To	DEAN RICH	From	TOM RICHARDS
Co.	Colony	Co.	Sch Co
Dept.		Phone #	628-1420
Fax #	814-2625	Fax #	628-1108

OVERALL BOUNDARY DESCRIPTION

All that certain lot or parcel of ground situate partly in the Township of Mahanoy and partly in the Township of West Mahanoy; County of Schuylkill, State of Pennsylvania, bounded and described as follows:

Beginning at an iron pin located on the North right-of-way line of PennDOT S.R. 53035 (Morea Road), said point being situate North three degrees thirty-nine minutes and thirty seconds East ($N 3^{\circ}39'30'' E$) a distance of thirty-five and no hundredths feet (35.00') from PennDOT Highway Centerline Station 140 + 47.72; and, said point of beginning also being situate on the line dividing the Township of Mahanoy from the Township of West Mahanoy; THENCE FROM THE PLACE OF BEGINNING along the aforementioned North right-of-way line PennDOT S.R. 53035 (Morea Road), North eighty-six degrees twenty minutes and thirty seconds West ($N 86^{\circ}20'30'' W$) for a distance of two thousand six hundred nineteen and eighteen hundredths feet (2,619.18') to a point; thence further along the same around a curve having an angle of four degrees nineteen minutes and fifteen seconds ($4^{\circ}19'15''$), a radius of eleven thousand four hundred ninety-four and nineteen hundredths feet (11,494.19'), a tangent of four hundred thirty-three and sixty-one hundredths feet (433.61'), an arc of eight hundred sixty-six and eighty-one hundredths feet (866.81') for a chord course of North eighty-eight degrees thirty minutes and eight seconds West ($N 88^{\circ}30'08'' W$) for a chord distance of eight hundred sixty-six and sixty hundredths feet (866.60') to a point; thence further along the same, South eighty-nine degrees twenty minutes and fifteen seconds West

ERALL BOUNDARY DESCRIPTION

(S 89°20'15" W) for a distance of two hundred fifty-three and ninety-six hundredths feet (253.96') to a point; thence still further along the same, around a curve having an angle of three degrees twenty-eight minutes and no seconds (3°28'00"), a radius of five thousand seven hundred sixty-four and sixty-five hundredths feet (5,764.65'), a tangent of one hundred seventy-four and forty-five hundredths feet (174.45'), an arc of three hundred forty-eight and seventy-nine hundredths feet (348.79') for a chord course of South eighty-seven degrees thirty-six minutes and fifteen seconds West (S 87°36'15" W) for a chord distance of three hundred forty-eight and seventy-four hundredths feet (348.74') to a point; thence still further along the same, South eighty-five degrees fifty-two minutes and fifteen seconds West (S 85°52'15" W) for a distance of one hundred seventy-two and eight hundredths feet (172.08') to a point; thence still further along the same, around a curve having an angle of zero degrees fifty-five minutes and no seconds (0°55'00"), a radius of eleven thousand four hundred ninety-four and nineteen hundredths feet (11,494.19'), a tangent of ninety-one and ninety-five hundredths feet (91.95'), an arc of one hundred eighty-three and eighty-nine hundredths feet (183.89') for a chord course of South eighty-five degrees twenty-four minutes and forty-five seconds West (S 85°24'45" W) for a chord distance of one hundred eighty-three and eighty-nine hundredths feet (183.89') to a point; thence still further along the same, South eighty-four degrees fifty-seven minutes and fifteen seconds West (S 84°57'15" W) for a distance of three hundred forty-two and sixty hundredths feet (342.60') to a point; thence still further along the same, around a curve having an angle of one degree six minutes and no seconds (1°06'00"), a radius of eleven thousand four hundred ninety-four and nineteen hundredths feet (11,494.19'), a tangent of one hundred ten

IRALL BOUNDARY DESCRIPTION

and thirty-four hundredths feet (110.34'), an arc of two hundred twenty and sixty-seven hundredths feet (220.67') for a chord course of South eighty-four degrees twenty-four minutes and fifteen seconds West (S 84°24'15" W) for a chord distance of two hundred twenty and sixty-seven hundredths feet (220.67') to a point; thence still further along the same, South eighty-three degrees fifty-one minutes and fifteen seconds West (S 83°51'15" W) for a distance of one thousand thirty-six and sixty-seven hundredths feet (1,036.67') to a point; thence still further along the same, around a curve having an angle of zero degrees thirty-four minutes and four seconds (0°34'04"), a radius of twenty-two thousand eight hundred eighty-three and thirty-three hundredths feet (22,883.33'), a tangent of one hundred thirteen and thirty-seven hundredths feet (113.37'), an arc of two hundred twenty-six and seventy-three hundredths feet (226.73') for a chord course of South eighty-four degrees eight minutes and seventeen seconds West (S 84°08'17" W) for a chord distance of two hundred twenty-six and seventy-three hundredths feet (226.73') to an iron pin; thence along line of lands of Mt. Laurel Enterprises, North two degrees twenty-nine minutes and eighteen seconds East (N 2°29'18" E) for a distance of one thousand five hundred thirty-four and twelve hundredths feet (1,534.12') to an old drill hole in a set stone; thence further along line of lands of Mt. Laurel Enterprises, along line of lands of the Borough of Frackville and further along line of lands of aforementioned Mt. Laurel Enterprises, North eighty-five degrees forty-two minutes and forty-eight seconds West (N 85°42'48" W) for a distance of two thousand nine hundred ninety-nine and fifty hundredths feet (2,999.50') to an iron pin; thence along line of lands of Girard Estate (John Blakey Tract), North twenty-one degrees eighteen minutes and forty-eight seconds West (N 21°18'48" W) for a

ATTACHMENT A-8-d
SCMA WATER PURCHASE AGREEMENT

AGREEMENT

THIS AGREEMENT made this 30th day of January, 1989, by and between BLASCHAK BROTHERS, a partnership with offices in West Mahanoy Township, Schuylkill County, Pennsylvania, having a mailing address of Box 84, Mahanoy City, Pennsylvania 17948, hereinafter called "Blaschak", party of the first part; and JMB LIMITED, a Pennsylvania corporation having a place of business at P. O. Box K, Frackville, Schuylkill County, Pennsylvania 17931, hereinafter called "JMB", party of the second part.

WHEREAS, Blaschak is the owner of certain lands situate in Mahanoy and West Mahanoy Townships, Schuylkill County, Pennsylvania; and

WHEREAS, JMB has requested the right to obtain the right and permission to enter upon a certain portion of said lands to install and maintain a sewer line over and across the same; and

WHEREAS, Blaschak has agreed to grant said right and privilege under and subject to the following terms and conditions.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), receipt of which from JMB to Blaschak is duly acknowledged, and the mutual promises herein contained, the parties agree as follows:

1. Blaschak hereby grants to JMB, its successors and assigns, the right to lay and install a sewer pipe line within a width not exceeding thirty (30) feet and to maintain, operate, repair, replace said sewer line, said area being more particularly described in Exhibit "A", attached hereto and made

EXHIBIT "F-1"

a part hereof, together with the right of constructing and maintaining recessed pumping stations.

The right-of-way, easement, rights, and privileges herein granted shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating, and removing an underground and overground pipeline and pump stations, including in conjunction therewith, attendant pedestrian and vehicular ingress and egress between the property of JMB and Blaschak's property described in Exhibit "AA". This easement and right-of-way is being granted to allow JMB to conduct a sewage pipeline and pump stations on its premises situate East of JMB's property (the "Project")

2. JMB, for itself, its contractors, successors and assigns, agrees with respect to the construction, maintenance and use of said sewer pipe line as follows:

A. To place and construct said sewer line in a proper and workmanlike manner;

B. To put back the surface in substantially the same conditions as the same now exists;

C. To obtain from all governmental or regulatory authorities of whatsoever nature or kind all approval, permission, licenses, permits and authorization to install, maintain, and/or terminate the use of the rights hereby granted; and

D. To use the said sewer line only for the permitted purposes as set forth in this Agreement.

3. JMB, its successors and assigns, agrees to assume and to pay all liability of whatever kind, which may be sustained or incurred by Blaschak, its successors, heirs or assigns, arising out of the construction, maintenance, operation or existence of said sewer line or the use in any way of the rights hereby granted or any liability for any discharge of sewage or other effluence in any way or any manner, whether by reason of its negligence or otherwise.

JMB, its successors and assigns, agrees further to indemnify and save harmless Blaschak, its successors, heirs or assigns, and to appear and defend Blaschak, its successors, heirs and assigns, of any from any action or actions in law or in equity or before any agencies, administrative board, governmental department or otherwise, either federal, state or local, including any and all reasonable attorney fees and other costs of defense.

JMB, its successors and assigns, agrees upon written notice to proceed with the prompt and proper defense of all or any proceedings at its own full cost and expense.

4. JMB does hereby expressly agree that Blaschak, its successors, heirs and assigns, shall have the right and privilege to use said sewer line in common with JMB and may, at Blaschak's expense, run sewer lines to connect to the said sewer line to be constructed by JMB and to at all times use the same in common.

5. This Agreement shall be for perpetuity subject to the following terms and conditions:

A. The performance by JMB of all the terms and conditions as herein set forth;

B. The use of the same only for the purpose of a sewage pipe line from lands of JMB east of the area described in Exhibit "AA"; and

C. Insolvency or bankruptcy of JMB.

6. Upon the termination for any reason of the rights and privileges granted hereunder, JMB shall:

A. Immediately notify Blaschak in writing at the address as provided herein of its intention to cease the use of said sewer line and pumping stations and give to Blaschak the right to advise within ten (10) days whether Blaschak, its successors, heirs or assigns, desires to assume ownership and use of said sewer line and pumping stations or desires to have the same removed.

B. If Blaschak elects to accept said sewer line and pumping stations, then JMB shall deliver within thirty (30) days a bill of sale for the same and an agreement and release terminating this Agreement and all its rights hereunder.

C. If Blaschak elects not to accept the sewer line and pumping stations, then JMB shall within six (6) months remove the same and place the surface of the land in the same condition as the same now exists.

7. JMB, upon receiving written notice from Blaschak of its desire to mine coal, refuse, culm or silt, upon the described area or contingencies thereto and that in the sole judgment of Blaschak that the rights herein granted will interference with or affect the mining of said coal or that Blaschak intends to use

said described area or the contingencies adjacent lands for other purposes, JMB shall within six (6) months remove or relocate said sewer line and pumping stations at its own cost and expense.

Blaschak agrees to make available a similar area for the purpose of said relocation if requested by JMB.

8. All notices shall be delivered in person at the place of business, or by ordinary United States mail, at the following addresses:

To Blaschak:

Blaschak Brothers
Box 84
Mahanoy City, PA 17948

To JMB:

JMB Limited
P. O. Box K,
Frackville, PA 17934

9. Any default by any of the parties to this Agreement shall not result in any action being taken by either party until following ten (10) days' notice to the addresses herein set forth of the said default and a ten (10) day opportunity within which to cure said default.

10. In the event of a default or termination, after notice as provided herein, JMB hereby waives the benefit of any applicable law or laws and agrees that Blaschak may reenter upon said Premises herein described in Exhibit "AA" and put out and remove JMB who will peaceably deliver up possession, and any attorney may immediately thereafter as attorney for JMB, at the sole request of Blaschak, sign an agreement for the entry in any

competent court of an amicable action in ejectment and appear for JMB and confess judgment in ejectment (without stay of execution or appeal) against JMB and all persons claiming under JMB for the recovery by Blaschak of possession of all of said Premises, without any liability on the part of said attorney for which this shall be a sufficient warrant, and thereupon a writ of habere facias possessionem may issue forthwith without any prior writ or proceeding whatsoever, and JMB hereby releases to Blaschak all errors and defects whatsoever in entering such action or judgment, or causing such writ of habere facias possessionem to be issued or in any proceeding thereon, or concerning the same and hereby agrees that no writ of error or objection or exception shall be made or taken thereto; and a copy of this Agreement, verified by affidavit, being filed in said action, it shall not be necessary to file the original as a warrant of attorney, any law or rule of court to the contrary notwithstanding.

Rights and remedies herein provided shall not be exclusive and Blaschak hereby reserves to itself all other remedies in law or equity. All rights and liabilities herein given or imposed upon either of the parties hereto shall extend to the successors or assigns of such parties.

11. Blaschak also retains, reserves, and shall continue to enjoy the use of the surface of such property for any and all purposes which do not interfere with and prevent the full use and enjoyment of JMB of the within easement, including the right to build on and use the surface of the herein granted easement for drainage ditches and private streets, roads, driveways, alleys and walks and other like uses.

12. The within Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused the within Agreement to be duly executed as of the day and year first above written.

WITNESS:

BLASCHAK BROTHERS

Anthony Blaschak

Anthony Blaschak (SEAL)
PARTNER

Anthony Blaschak

Robert Blaschak (SEAL)
PARTNER

ATTEST:

JRM LIMITED

Anthony Blaschak

BY: [Signature]

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

A. 212285, F. 011

IN THE MATTER OF THE APPLICATION OF:

PENNSYLVANIA AMERICAN WATER COMPANY for approval of the additional right to offer, render, furnish or supply water service to the public in a portion of Mahanoy Township, Schuylkill County, as described by courses and distances and shown on a map attached to the application.

The Pennsylvania Public Utility Commission hereby certifies that after an investigation and/or hearing, it has, by its report and order made and entered, found and determined that the granting of the application is necessary or proper for the service, accommodation, convenience and safety of the public and hereby issues to the applicant this **CERTIFICATE OF PUBLIC CONVENIENCE** evidencing the Commission's approval.

In Witness Whereof, The PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of Harrisburg this 30th day of JANUARY, 1992.

DOCUMENT
FOLDER

John S. Alford

Secretary

DOCKETED
FEB 11 1992

ATTACHMENT A-8-f
CERTIFICATE OF FILING FOR SCMA WATER PURCHASE
AGREEMENT



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

MAY 26 1993

May 24, 1993

IN REPLY PLEASE
REFER TO OUR FILE

U-00932197

■
VELMA A REDMOND ESQUIRE
PENNSYLVANIA-AMERICAN WATER COMPANY
800 WEST HERSHEY PARK DRIVE
PO BOX 888
■
HERSHEY PA 17033-0888

Agreement dated March 17, 1993 between Schuylkill County Municipal Authority and Pennsylvania-American Water Company, whereby the Authority will provide water service to the new State Correctional Facility in Mahanoy Township, Schuylkill County.

To Whom It May Concern:

We enclose herewith the original and one (1) copy of certificate of filing issued by this Commission in accordance with Section 507 of the Public Utility Law, Title 66.

It will be necessary for you to serve a copy of this certificate upon the Schuylkill County Municipal Authority.

Please acknowledge receipt of these certificates.

Very truly yours,



John G. Alford, Secretary

smk
Encls.
Cert.Mail

PENNSYLVANIA PUBLIC UTILITY COMMISSION

CERTIFICATE OF FILING

Agreement dated March 17, 1993 between Schuylkill County Municipal Authority and Pennsylvania-American Water Company, whereby the Authority will provide water service to the new State Correctional Facility in Mahanoy Township, Schuylkill County.

(U-00932197)

BY THE COMMISSION:

Now, May 22, 1993 the Public Utility Commission certifies that the above contract or indenture dated March 17, 1993, has been on file with the Commission since April 22, 1993, in accordance with Section 507 of the Public Utility Law, Title 66.

PENNSYLVANIA PUBLIC UTILITY COMMISSION



John G. Alford, Secretary

Application of Pennsylvania-American Water Company for Approval, *Nunc pro tunc*, of the Right to Offer, Render, Furnish, and Supply Water Service to the Public in Additional Portions of Gilberton Borough and West Mahanoy, Ryan and New Castle Townships, Schuylkill County, Pennsylvania

Pennsylvania-American Water Company's Responses to TUS Set I

Docket No. A-2025-3054442

A-9. Please verify that PAWC's existing water facilities have adequate capacity to meet present and future needs of existing customers and the customers within the Requested Territories.

Response: Pennsylvania-American Water Company has adequate capacity to meet present and future needs, *see*, Response to A-8 (a-d).

Responsible Witness: Bruce A. Brubaker, P.E. – Manager Engineering
Project Delivery
Pennsylvania-American Water Company

Date: June 6, 2025

Application of Pennsylvania-American Water Company for Approval, *Nunc pro tunc*, of the Right to Offer, Render, Furnish, and Supply Water Service to the Public in Additional Portions of Gilberton Borough and West Mahanoy, Ryan and New Castle Townships, Schuylkill County, Pennsylvania

Pennsylvania-American Water Company's Responses to TUS Set I

Docket No. A-2025-3054442

A-10. In the Application's Section III, Paragraph 14, PAWC indicated that multiple letters have been sent to Schuylkill County and to Gilberton Borough's, and West Mahanoy, Ryan, and New Castle Townships' Planning Commissions requesting verification that this Application complies with applicable county and township comprehensive plans, without receiving responses. Also, PAWC's Project Engineer, Bruce Brubaker, P.E., confirmed that he reviewed the comprehensive plans of West Mahanoy and New Castle Townships, and that PAWC's Application is consistent with these two comprehensive plans. Please provide a statement confirming that the Application does or does not meet all the application requirements or mandates of the following:

- a. Gilberton Borough's officially adopted comprehensive plan and applicable zoning designations, including any amendments;
- b. Ryan Township's officially adopted comprehensive plan and applicable zoning designations, including any amendments; and
- c. Schuylkill County's officially adopted comprehensive plan, including any amendments

Response:

- a-b. PAWC has not received correspondence from Ryan Township or Gilberton Borough and has no knowledge of the existence of these plans. It is assumed that both have adopted Schuylkill County's Comprehensive Plan with which PAWC is in compliance per the letter referenced in the response to A-10-c below.
- c. PAWC has received the letter from Schuylkill County and can be found at **Attachment A-10-c**.

Responsible Witness: **Bruce A. Brubaker, P.E. – Manager Engineering
Project Delivery
Pennsylvania-American Water Company**

Date: **June 6, 2025**

ATTACHMENT A-10-c
SCHUYLKILL COUNTY COMPREHENSIVE PLAN
LETTER



April 3, 2025

VIA OVERNIGHT MAIL

Schuylkill County Planning and Zoning Commission
401 North Second Street
Pottsville, PA 17901

Please e-mail form to Jana Hurst at jana.hurst@amwater.com or mail a copy to:

Jana Hurst
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055

Re: Pennsylvania -American Water Company application to provide water service an additional portion of West Mahanoy Township, Gilberton Borough, New Castle Township and Ryan Township, Schuylkill County, Pennsylvania – *Nunc Pro Tunc*

Dear Sir or Madam:

Pennsylvania-American Water Company (Pennsylvania American Water) is submitting an application with the Pennsylvania Public Utility Commission (PUC) to approve the right to offer, render, furnish or supply water service to the public in an additional portion of West Mahanoy Township, Gilberton Borough, New Castle Township and Ryan Township, Schuylkill County, Pennsylvania.

As part of the application process, the PUC requested Pennsylvania American Water seek the County’s input for the purpose of determining if Pennsylvania American Water’s application complies with the County’s land use planning.

Specifically, the PUC requests that the County reviews the following questions:

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

If you have any questions, please call me at 717-303-4801 or e-mail jana.hurst@amwater.com

Sincerely,

Jana Hurst, Paralegal

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

Schuylkill County Signature Printed Name/Title MARC GAETA GIS ANALYST/PLANNER Date 04/14/2025

Application of Pennsylvania-American Water Company for Approval, *Nunc pro tunc*, of the Right to Offer, Render, Furnish, and Supply Water Service to the Public in Additional Portions of Gilberton Borough and West Mahanoy, Ryan and New Castle Townships, Schuylkill County, Pennsylvania

Pennsylvania-American Water Company's Responses to TUS Set I

Docket No. A-2025-3054442

A-11. In the Application's Section IV, Paragraphs 20 and 21, PAWC indicated it attached PAWC's balance sheet as of December 31, 2024 (2024 Balance Sheet) as Exhibit F and PAWC's statement of income and retained earnings for the 12 months ended December 31, 2024 (2024 Income Statement) as Exhibit G. However, Exhibit F shows PAWC's balance sheet as of December 31, 2023, and Exhibit G shows PAWC's income statement for the 12 months ended December 31, 2023. Please provide the 2024 Balance Sheet and 2024 Income Statement.

Response: *See, Attachment A-11.*

Responsible Witness: **Jana Hurst, Senior Paralegal
Pennsylvania-American Water Company**

Date: **June 6, 2025**

ATTACHMENT A-11

PAWC 2024 BALANCE SHEET AND INCOME STATEMENT

Attachment A-11

Pennsylvania-American Water Company
 Balance Sheet
 December 31, 2024
 (Dollars in thousands)

PA American Water
 December 31, 2024
 (Audited)

Assets

Cash and cash equivalents	\$	3,064
Other current assets		183,691
Total property plant and equipment		7,357,402
Regulatory assets & other L/T Assets		337,043
Total Assets	\$	7,881,200

Capitalization and liabilities

Short Term Debt	\$	64,566
Current Portion of Long-term Debt		49,784
Other current liabilities		241,840
Total Long-term Debt		2,576,056
Regulatory & Other Long Term Liabilities		1,350,755
Stockholder's equity		3,352,376
Contributions in aid of construction		245,823
Total Capitalization and liabilities	\$	7,881,200

Attachment A-11

Pennsylvania-American Water Company
Income Statement
for the 12 Months Ended December 31, 2024
(Dollars in thousands)

	PA American Water 12 Months Ended December 31, 2024 (Audited)	
Operating Revenues	\$	1,039,142
Operating Expenses		
Operation and Maintenance		295,064
Depreciation and Amortization		226,638
General Taxes and Other		19,081
Total Operating Expenses		540,783
Operating Income		498,359
Other Income/(Expenses)		
Other Income/(Expense), Net		14,445
Interest Expense, Net		(100,081)
Total Other Expenses		(85,636)
Income Before Income Taxes		412,723
Provision for Income Taxes		99,008
Net Income	\$	313,715

Application of Pennsylvania-American Water Company for Approval, *nunc pro tunc*, of the Right to Offer, Render, Furnish, and Supply Water Service to the Public in Additional Portions of Gilberton Borough and West Mahanoy, Ryan and New Castle Townships, Schuylkill County, Pennsylvania

Pennsylvania-American Water Company's Responses to TUS Set I

Docket No. A-2025-3054442

A-12. In the Application's Exhibit I, PAWC calculated its estimated annual revenues and expenses. An itemized breakdown of the estimated revenue is provided at the top of Exhibit I, but a breakdown is not provided for expenses. Please provide an itemized breakdown of the estimated annual expenses that explains the basis of the amounts.

Response: The estimated annual expenses shown in Exhibit I reflect the Company's average annual operation and maintenance costs associated with serving the additional customers. A breakdown of estimated expenses as requested is not available. The expenses are estimated by multiplying the ratio of expenses to revenues from the Company's most recent rate case times the estimated revenue of the additional customers. The ratio of expenses to revenue from the Company's most recent rate is calculated as follows:

	<u>Amount</u>
A - Total Authorized Operating Expenses	\$246,833,584
B - Less Payroll Costs	<u>63,617,247</u>
C - Net Operating Expenses (A-B)	183,216,337
D - Total Authorized Revenue	\$908,990,615
E - Ratio of Expenses to Revenue (C/D)	0.2016

This ratio is multiplied by the estimated revenue of the new customers:

$$\text{Revenues of } \$94,295 \times 0.2016 = \text{Expenses of } \$19,010$$

Responsible Witness: **Stacey Gress, Director of Rates and Regulatory
American Water Works Service Company**

Date: **June 6, 2025**

Application of Pennsylvania-American Water Company for Approval, *nunc pro tunc*, of the Right to Offer, Render, Furnish, and Supply Water Service to the Public in Additional Portions of Gilberton Borough and West Mahanoy, Ryan and New Castle Townships, Schuylkill County, Pennsylvania

Pennsylvania-American Water Company's Responses to TUS Set I

Docket No. A-2025-3054442

A-13. In the Application's Section III, Paragraph 19, PAWC indicated that it has been providing water service to the Requested Territories under the Rules and Regulations of PAWC's approved tariff. For each Requested Territory, please provide the date when PAWC began providing water service.

Response: See, Response to A-3.

Responsible Witness: Bruce A. Brubaker, P.E. – Manager Engineering
Project Delivery
Pennsylvania-American Water Company

Date: June 6, 2025

Application of Pennsylvania-American Water Company for Approval, *nunc pro tunc*, of the Right to Offer, Render, Furnish, and Supply Water Service to the Public in Additional Portions of Gilberton Borough and West Mahanoy, Ryan and New Castle Townships, Schuylkill County, Pennsylvania

Pennsylvania-American Water Company's Responses to TUS Set I

Docket No. A-2025-3054442

A-14. In the Application's Section IV, Paragraph 22, PAWC indicated that it will continue to charge its Rate Zone 1 rates for service in the Requested Territories as set forth in its water tariff. However, PAWC's water tariff, Page 9 does not appear to include Gilberton Borough and Ryan Township. Please provide a copy of a complete pro forma tariff supplement that includes proposed tariff changes to incorporate a portion of Gilberton Borough and a portion of Ryan Township into PAWC's water tariff.

Response: Please refer to **Attachment A-14** for the pro forma tariff supplement that includes proposed tariff changes to incorporate a portion of Gilberton Borough and a portion of Ryan Township.

Responsible Witness: **Stacey Gress, Director of Rates and Regulatory
American Water Works Service Company**

Date: **June 6, 2025**

ATTACHMENT A-14
PRO FORMA TARIFF SUPPLEMENT

PENNSYLVANIA-AMERICAN WATER COMPANY
(hereinafter referred to as the "Company")

D/B/A

Pennsylvania American Water

RATES, RULES AND REGULATIONS

GOVERNING THE DISTRIBUTION AND SALE OF

WATER SERVICE

IN CERTAIN MUNICIPALITIES AND TERRITORIES LOCATED ADJACENT THERETO IN:

ADAMS, ALLEGHENY, ARMSTRONG, BEAVER, BERKS, BUCKS,
BUTLER, CENTRE, CHESTER, CLARION, CLEARFIELD, CLINTON, COLUMBIA,
CUMBERLAND, DAUPHIN, FAYETTE, GREENE, INDIANA, JEFFERSON, LACKAWANNA,
LANCASTER, LAWRENCE, LEBANON, LUZERNE, MCKEAN, MONROE, MONTGOMERY,
NORTHAMPTON, NORTHUMBERLAND, PIKE, SCHUYLKILL, SUSQUEHANNA,
UNION, WARREN, WASHINGTON, WAYNE, WYOMING, AND YORK COUNTIES.

Issued:

Effective:

Issued by:
Justin Ladner, President
Pennsylvania American Water
852 Wesley Drive
Mechanicsburg, PA 17055

<https://www.amwater.com/paaw/>

NOTICE

**This Tariff authorizes Pennsylvania American Water Company to furnish water services to the public in additional portions of Gilberton Borough and West Mahanoy, Ryan and New Castle Townships, Schuylkill County, Pennsylvania.
(Refer to pages 2, 4, and 9.)**

PENNSYLVANIA-AMERICAN WATER COMPANY

LIST OF CHANGES

This Tariff supplement authorizes Pennsylvania American Water Company – Water Division to begin to offer or furnish water services to the public in additional portions of Gilberton Borough and West Mahanoy, Ryan and New Castle Townships, Schuylkill County, Pennsylvania, as approved by the Pennsylvania Public Utility Commission at Docket No. A-2025-3054442, adopted, and entered XXXXX.

PENNSYLVANIA-AMERICAN WATER COMPANY

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(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY**TERRITORIES SERVED**

(By State Region and Company Water District)
(All territories are subject to Rate Zone 1 unless otherwise noted)

Central Pennsylvania**Berwick District*****Columbia County***

The Boroughs of Berwick and Briar Creek and the Township of Briar Creek

Luzerne County

The Borough of Nescopeck and the Township of Salem

Frackville District***Schuylkill County***

The Borough of Frackville and adjacent territory in West Mahanoy, Butler, New Castle Townships and portions of Mahanoy and Walker Townships, **portion of Gilberton Borough and a portion of Ryan Township.** (C)

Hershey/Palmyra District***Dauphin County***

Portions of the Townships of Conewago, Derry (which includes the area commonly referred to as "Hershey"), Londonderry, and West Hanover; adjacent territory in South Hanover,

Lebanon County

The Borough of Palmyra and the Townships of Annville, North Annville, North Londonderry, South Annville and South Londonderry

Lake Heritage District***Adams County***

The Townships of Mount Joy, Mount Pleasant and Straban

Mechanicsburg District***Cumberland County***

The Boroughs of Camp Hill, Lemoyne, New Cumberland, Shiremanstown, West Fairview and Wormleysburg and the Townships of East Pennsboro, Hampden, Lower Allen, Silver Spring and portions of Middlesex Township and Upper Allen Township

York County

Portions of Townships of Fairview and Newberry

Milton/White Deer District***Northumberland County***

The Boroughs of McEwensville, Milton, Northumberland and Watsontown and portions of the Townships of Delaware, East Chillesquaque, Point, Turbot, Upper Augusta and West Chillesquaque

Union County

The Borough of Lewisburg and portions of the Townships of Buffalo, East Buffalo, Gregg, Kelly and White Deer

Steelton District***Dauphin County***

The Borough of Steelton and a portion of Swatara Township.

Turbotville District***Northumberland County – Rate Zone 3***

The Borough of Turbotville and portions of the Lewis Township.

(C) means Change

Application of Pennsylvania-American Water Company for Approval, *Nunc pro tunc*, of the Right to Offer, Render, Furnish, and Supply Water Service to the Public in Additional Portions of Gilberton Borough and West Mahanoy, Ryan and New Castle Townships, Schuylkill County, Pennsylvania

Pennsylvania-American Water Company's Responses to TUS Set I

Docket No. A-2025-3054442

A-15. Please explain how Application approval will benefit PAWC's existing customers.

Response: Since this Application is *Nunc Pro Tunc*, PAWC is currently serving these customers. PAWC will continue to serve clean, reliable water service to the residents, businesses and all customers to PAWC in this service territory.

Application of Pennsylvania-American Water Company for Approval, *Nunc pro tunc*, of the Right to Offer, Render, Furnish, and Supply Water Service to the Public in Additional Portions of Gilberton Borough and West Mahanoy, Ryan and New Castle Townships, Schuylkill County, Pennsylvania

Pennsylvania-American Water Company's Responses to TUS Set I

Docket No. A-2025-3054442

A-16. For each Requested Territory, please explain how PAWC's customers receive wastewater service.

Response: Customers in all areas either have on-lot sewer systems or receive wastewater service provided by Frackville Area Municipal Authority.

Responsible Witnesses: **Todd M. Troop, Lead Plant Operator – Frackville
Pennsylvania-American Water Company**

Date: **June 6, 2025**

Application of Pennsylvania-American Water Company for Approval, *nunc pro tunc*, of the Right to Offer, Render, Furnish, and Supply Water Service to the Public in Additional Portions of Gilberton Borough and West Mahanoy, Ryan and New Castle Townships, Schuylkill County, Pennsylvania

Pennsylvania-American Water Company's Responses to TUS Set I

Docket No. A-2025-3054442

A-17. The Commission's Secretarial Letter dated April 7, 2025, served at this docket, directed PAWC to serve copies of the Application on any municipal authority which provides water service to the public and whose service area abuts or is within one mile of the service area proposed in the Application. Also, the Application's Section III, Paragraph 12 indicated that Area 3 is partially supplied by the SCMA Interconnection and Area 4 is only supplied by the SCMA Interconnection. Thus, it appears that SCMA provides water service to PAWC in a service area that abuts or is within one mile of these Areas. Please provide evidence that PAWC served a complete copy of the Application on SCMA, or state that the location of the SCMA Interconnection is more than one mile from Requested Territory Areas 3 and 4.

Response: Please see **Attachment A-17**.

Responsible Witnesses: Jana Hurst, Senior Paralegal
Pennsylvania-American Water Company

Date: June 6, 2025

ATTACHMENT A-17

LETTER AND PROOF APPLICATION WAS SENT TO SCMA



Erin K. Fure
Director, Corporate Counsel
852 Wesley Drive | Mechanicsburg, PA 17055
Phone: 717-550-1556 | Fax: 717-550-1255
erin.fure@amwater.com

May 27, 2025

VIA OVERNIGHT MAIL

Schuylkill County Municipal Authority
221 South Centre Street
Pottsville, PA 17901

**In re: Application of Pennsylvania-American Water Company for
Approval of the Right to Offer, Render, Furnish or Supply
Wastewater Service to the Public in an Additional Portion of
West Caln Township, Chester County, Pennsylvania (Kings
Highway)
Docket No. A-2025-3054374**

Ladies and Gentlemen:

Attached is a copy of the Application filed by Pennsylvania-American Water Company in the above-referenced matter. If you should have any questions, please do not hesitate to contact Jana Hurst at (717) 550-1595.

Sincerely,

A handwritten signature in blue ink that reads "EK Fure".

Erin K. Fure

PAAW MECHANICSBURG MAIL ROOM 1.0 LBS LTR 1 OF 1
7772152148
PAAW - MECHANICSBURG MR
852 WESLEY DRIVE
MECHANICSBURG PA 17055

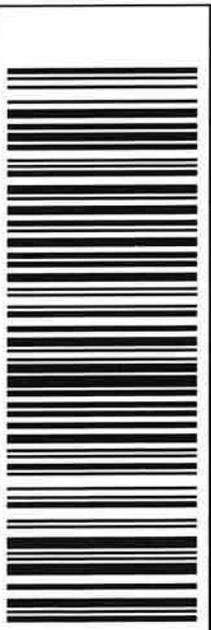
SHIP TO:
SCMA
221 SOUTH CENTRE STREET
POTTSVILLE PA 17901



PA 179 0-10



UPS NEXT DAY AIR 1
TRACKING #: 1Z K11 2B6 01 1871 6593



BILLING: P/P

Application of Pennsylvania-American Water Company for Approval, *nunc pro tunc*, of the Right to Offer, Render, Furnish, and Supply Water Service to the Public in Additional Portions of Gilberton Borough and West Mahanoy, Ryan and New Castle Townships, Schuylkill County, Pennsylvania

Pennsylvania-American Water Company's Responses to TUS Set I

Docket No. A-2025-3054442

A-18. On April 7, 2025, PAWC was served a Secretarial Letter, directing it to publish the notice enclosed with the Secretarial Letter once a week for two consecutive weeks in a newspaper having a general circulation in the area involved and file proof of publication with the Commission on or before May 5, 2025. On May 5, 2025, PAWC filed a Certificate of Service that indicated in the cover letter that PAWC had not yet received the proof of publication from the *Republican Herald* and that it would provide proof of publication as soon as PAWC received it. However, PAWC has not yet filed proof of publication at this docket. Please file PAWC's proof of publication at this docket.

Response: Please see **Attachment A-18**.

Responsible Witnesses: Jana Hurst, Senior Paralegal
Pennsylvania-American Water Company

Date: June 6, 2025

ATTACHMENT A-18

**PROOF OF PUBLICATION FROM REPUBLICAN
HERALD**



Erin K. Fure
Director, Corporate Counsel
852 Wesley Drive | Mechanicsburg, PA 17055
Phone: 717-550-1556 | Fax: 717-550-1255
erin.fure@amwater.com

May 16, 2025

VIA ELECTRONIC FILING

Matthew L. Homsher, Secretary
Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

In re: Application of Pennsylvania-American Water Company for Certificate of Public Convenience for Approval of the Right to Offer, Render, Furnish and Supply Water Service to the Public in Additional Portions of West Mahanoy Township, Schuylkill County, Pennsylvania, Gilberton Boro, Schuylkill County, Pennsylvania, Ryan Township, Schuylkill County, Pennsylvania, and New Castle Township, Schuylkill County, Pennsylvania - *Nunc Pro Tunc*

Docket No. A-2025-3054442

Dear Secretary Homsher:

On May 5, 2025, Pennsylvania-American Water Company (hereinafter "Pennsylvania-American") filed a Certificate of Service per your Secretarial Letter of April 7, 2025. As of that writing, Pennsylvania-American had not received the Proof of Publication from the Republican Herald. Pennsylvania-American has since received the Proof of Publication and is enclosing it for filing.

Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Erin K. Fure".

Erin K. Fure

Enclosures

cc: All Parties on the attached Certificate of Service (*via electronic mail*)

**PENNSYLVANIA PUBLIC
UTILITY COMMISSION
NOTICE TO BE PUBLISHED**

IN THE MATTER OF Application of Pennsylvania-American Water Company for Certificate of Public Convenience for Approval of the Right to Offer, Render, Furnish and Supply Water Service to the Public in Additional Portions of West Manahoy Township, Schuylkill County, Pennsylvania, Gilberton Boro, Schuylkill County, Pennsylvania, Ryan Township, Schuylkill County, Pennsylvania, and New Castle Township, Schuylkill County, Pennsylvania - Nunc Pro Tunc Docket Number: A-2025-3054442

Formal protests and petitions to intervene must be filed in accordance with Title 52 of the Pennsylvania Code, on or before **May 5, 2025**. All filings must be made with the Secretary of the Pennsylvania Public Utility Commission at the mailing address of 400 North Street, 2nd Floor, Harrisburg, PA 17120, OR on the Commissions website at www.puc.pa.gov, with a copy served on the Applicant. The documents filed in support of the Application are available for inspection and copying at the Office of the Secretary between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday, on the Commission's website at www.puc.pa.gov, and at the Applicant's business address. If a filing contains confidential or proprietary material, the filing is required to be submitted by overnight delivery. Large filings containing confidential or proprietary material may be submitted through the Commissions Share Point File system with advanced notice to the Commission prior to submittal.

Applicants:
Pennsylvania-American Water
Company 852 Wesley Drive
Mechanicsburg, PA 17055

Through and By Counsel for:
Erin K. Fure, Esquire Corporate
Counsel
Pennsylvania-American Water
Company 852 Wesley Drive
(717) 550-1556
Erin.k.fure@amwater.com

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application of Pennsylvania-American Water Company for Certificate of Public Convenience for Approval of the Right to Offer, Render, Furnish and Supply Water Service to the Public in Additional Portions of West Manahoy Township, Schuylkill County, Pennsylvania, Gilberton Boro, Schuylkill County, Pennsylvania, Ryan Township, Schuylkill County, Pennsylvania, and New Castle Township, Schuylkill County, Pennsylvania - <i>Nunc Pro Tunc</i>	:	
	:	Docket Number
	:	A-2025-3054442

CERTIFICATE OF SERVICE

I hereby certify that on the 16th day of May, 2025 the above-referenced filing upon the people, via electronic mail, which service satisfies the requirements of 52 Pa. Code §1.54 (relating to service by a party).

SERVED VIA ELECTRONIC MAIL ON MAY 16, 2025

Darryl A. Lawrence, Interim Consumer Advocate
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923
(via electronic mail)

NazAarah Sabree, Small Business Advocate
Office of Small Business Advocate
555 Walnut Street
1st Floor, Forum Place
Harrisburg, PA 17101
(via electronic mail)

Alison Kaster, Director
Pennsylvania Public Utility Commission
Bureau of Investigation and Enforcement
400 North Street
PO Box 3265
Harrisburg, PA 17105
(via electronic mail)

Respectfully Submitted,



Erin K. Fure, Esquire (PA ID #312245)
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
Phone: (717) 550-1556
Email: erin.fure@amwater.com

Attorney for Pennsylvania-American Water Company

VERIFICATION

I, Brad Sauers, hereby state that the facts set forth above in the attached Data Responses 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 made herein are made subject to the penalties of 18 Pa. Cons. Stat. §4904 relating to unsworn falsification to authorities.



Brad Sauers, Senior Supervisor Operations
Pennsylvania American Water Company

Dated: 6/5/25

VERIFICATION

I, Stacey Gress, hereby state that the facts above set forth in the attached Data Requests is 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 made herein are made subject to the penalties of 18 Pa. Cons. Stat. §4904 relating to unsworn falsification to authorities.

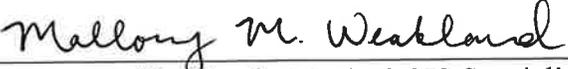


Stacey Gress, Director of Rates and Regulatory
American Water Works Service Company

Dated: 6/6/2025

VERIFICATION

I, Mallory M. Weakland hereby state that the facts set forth above 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 made herein are made subject to the penalties of 18 Pa. Cons. Stat. §4904 relating to unsworn falsification to authorities.



Mallory M. Weakland, Principal GIS Specialist
Pennsylvania-American Water Company

Dated: 6/5/25

VERIFICATION

I, Todd M. Troup, hereby state that the facts set forth above in the attached Data Responses 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 made herein are made subject to the penalties of 18 Pa. Cons. Stat. §4904 relating to unsworn falsification to authorities.



Todd M. Troup – Lead Plant Operator – Frackville
Pennsylvania American Water Company

Dated:

6/5/25

VERIFICATION

I, Monica C. Troutman, hereby state that the facts set forth above 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 made herein are made subject to the penalties of 18 Pa. Cons. Stat. §4904 relating to unsworn falsification to authorities.



Monica C. Troutman – Senior Manager – Operation Services
Pennsylvania-American Water Company

Dated: 06/05/2025

VERIFICATION

I, Bruce Brubaker, hereby state that the facts set forth above in the attached Data Responses 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 made herein are made subject to the penalties of 18 Pa. Cons. Stat. §4904 relating to unsworn falsification to authorities.



Bruce A. Brubaker, P.E. - Manager Engineering – Project
Delivery
Pennsylvania American Water Company

Dated: 6/5/25

VERIFICATION

I, Jana Hurst, hereby state that the facts above set forth above in the attached Data Responses 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 made herein are made subject to the penalties of 18 Pa. Cons. Stat. §4904 relating to unsworn falsification to authorities.



Jana Hurst, Senior Paralegal
Pennsylvania American Water Company

Dated: 6/6/2025