



Elizabeth Rose Triscari

Senior Director, Corporate Counsel
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October 27, 2025

VIA ELECTRONIC FILING

Matthew 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 Approval Of The Alteration Of The Crossing AAR#274 By
The Installation Of Jack And Bore Where Montello Road
Crosses Below Grade The Tracks Of East Penn Railroad,
Located In Spring Township, Berks County, Pennsylvania

Dear Secretary Homsher:

Enclosed please find the attached Application Form W in the above-referenced crossing located in Spring Township, Berks County, Pennsylvania.

If you should have any questions, please feel free to contact Michael Evenson at 610-451-1775.

Sincerely,

A handwritten signature in blue ink that reads "Elizabeth Rose Triscari".

Elizabeth Rose Triscari

Enclosure

cc: Michael Evenson (*via electronic mail*)
All Parties on the Attached Certificate of Service (*via first-class mail*)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In re: Application of Pennsylvania American Water Company for Approval of the Alteration of the Crossing AAR#274 by the Installation of Jack and Bore where Montello Road Crosses Below Grade the Tracks of East Penn Railroad, located in Spring Township, Berks County	: : : Docket No. : :
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CERTIFICATE OF SERVICE

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

SENT VIA FIRST-CLASS MAIL – OCTOBER 27, 2025

Pennsylvania Department of Transportation ROW and Utility Division Bureau of Design-Project Delivery P.O. Box 3362 Harrisburg, PA 17105	Office of Chief Counsel – PENNDOT PO Box 8212 Harrisburg, PA 17105-8212
ReLTEK, LLC (for East Penn Railroad) 6 Terri Lane, Suite 300 Burlington, NJ 08016	PennDOT Engineering District 5 4680 Fifth Street Highway Temple, PA 19560
Spring Township 2850 Windmill Rd Sinking Spring, PA 19608	Berks County Planning Commission Berks County Services Center, 14th Floor 633 Court Street Reading, PA 19601
Sinking Spring Borough 3940 Penn Ave Sinking Spring, PA 19608	

Respectfully submitted,



Elizabeth Rose Triscari, Esquire (PA ID #306921)
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
Phone: (717) 550-1574
Email: elizabeth.triscari@amwater.com

**Attorney for Pennsylvania-American
Water Company**

**BEFORE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In re: Application of Pennsylvania American Water Company for approval of the alteration of the crossing AAR#274 by the installation of jack and bore where Montello Road crosses below grade the tracks of East Penn Railroad, located in Spring Township, Berks County

Application Docket No.

To Pennsylvania Public Utility Commission:

1. The name and address of applicant are Pennsylvania American Water Company (PAWC), 852 Wesley Drive, Mechanicsburg, PA 17055
2. The name and address of applicant's attorney are Elizabeth Triscari, Esquire, 852 Wesley Drive, Mechanicsburg, PA 17055
3. The PAWC Wyomissing High Gradient water system serves approximately 6,000 residential customers, 200 commercial customers, and 9 industrial customers in the vicinity of Sinking Spring Borough and a portion of South Heidelberg, Lower Heidelberg, Spring Township, and Wyomissing Borough. Approximately 8,000 feet of new 12-inch watermain will be installed.
4. Part of the new 12-inch water main will include the crossing below the East Penn railroad in Montello Road approximately 500 feet northwest of Fritztown Road (S.R. 3016). The water main will be installed by a jack & bore method approximately 7 feet deep. See drawings entitled Wyomissing High Gradient Improvements dated November 3, 2023, revised December 8, 2023 (5 sheets).
5. East Penn Railroad via ReLTEK, LLC has been notified and has approved the design plans. An agreement has been sent for the applicant to sign. The unsigned agreement and email correspondence is attached. PennDOT, Berks County, Spring Township and Spring Township Municipal Authority has been sent a copy of this application and its attachments.
6. PAWC is responsible for installing the water main via a contractor chosen through a bidding process. PAWC will maintain and inspect the facilities after installation. The estimated cost of installing the facilities under the railroad via a jack & bore method is \$400k to be funded by the PAWC Distribution System Improvement Charge (DSIC).
7. The alteration is necessary or proper for the following reasons: approximately one mile of existing 6-inch water main will be replaced due to the age of the water main and recent main breaks in the area. The existing water main is undersized to connect to a future tank project that is necessary to provide water storage for any non-planned or emergency situations. The upsizing to 12-inch mains will convey flow from the new tanks to the existing pressure zone. In addition to the ~5,800 feet of 12-inch watermain replacement, approximately 2,200 feet of new 12-inch watermain will be installed to complete a loop in the water system.

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



(Signature of Applicant)

§ 1.36. Verification.

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

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

VERIFICATION

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

Date: 10/27/2025

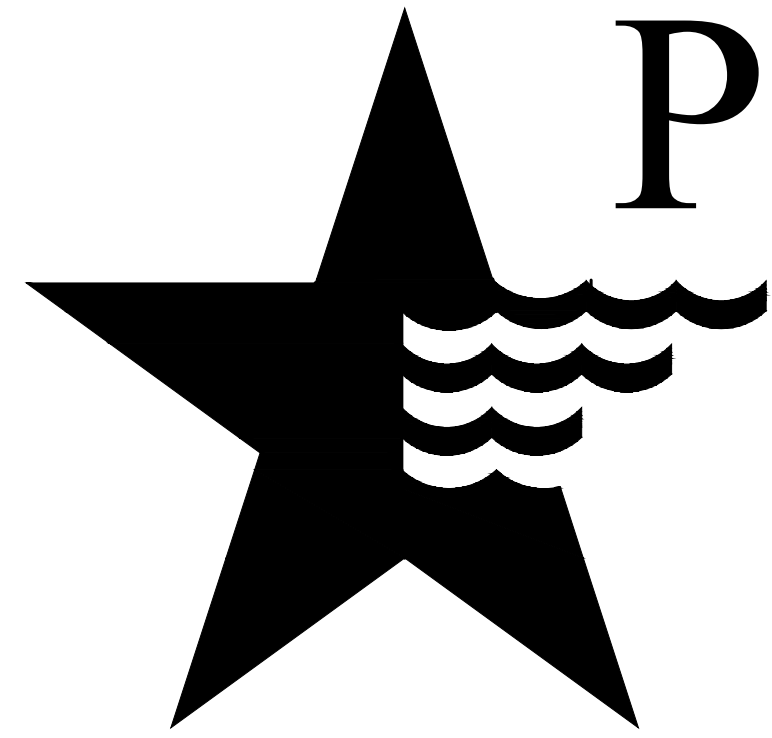
Michael Evenson
(Signature)

**In Re: Application Of Pennsylvania American Water Company For Approval Of The
Alteration Of The Crossing AAR#274 By The Installation Of Jack And Bore Where
Montello Road Crosses Below Grade The Tracks Of East Penn Railroad, Located In
Spring Township, Berks County, Pennsylvania**

Checklist Item 4

Drawings entitled Wyomissing

High Gradient Improvements dated November 3, 2023, revised December 8, 2023



PENNSYLVANIA AMERICAN WATER

WYOMISSING HIGH GRADIENT IMPROVEMENTS

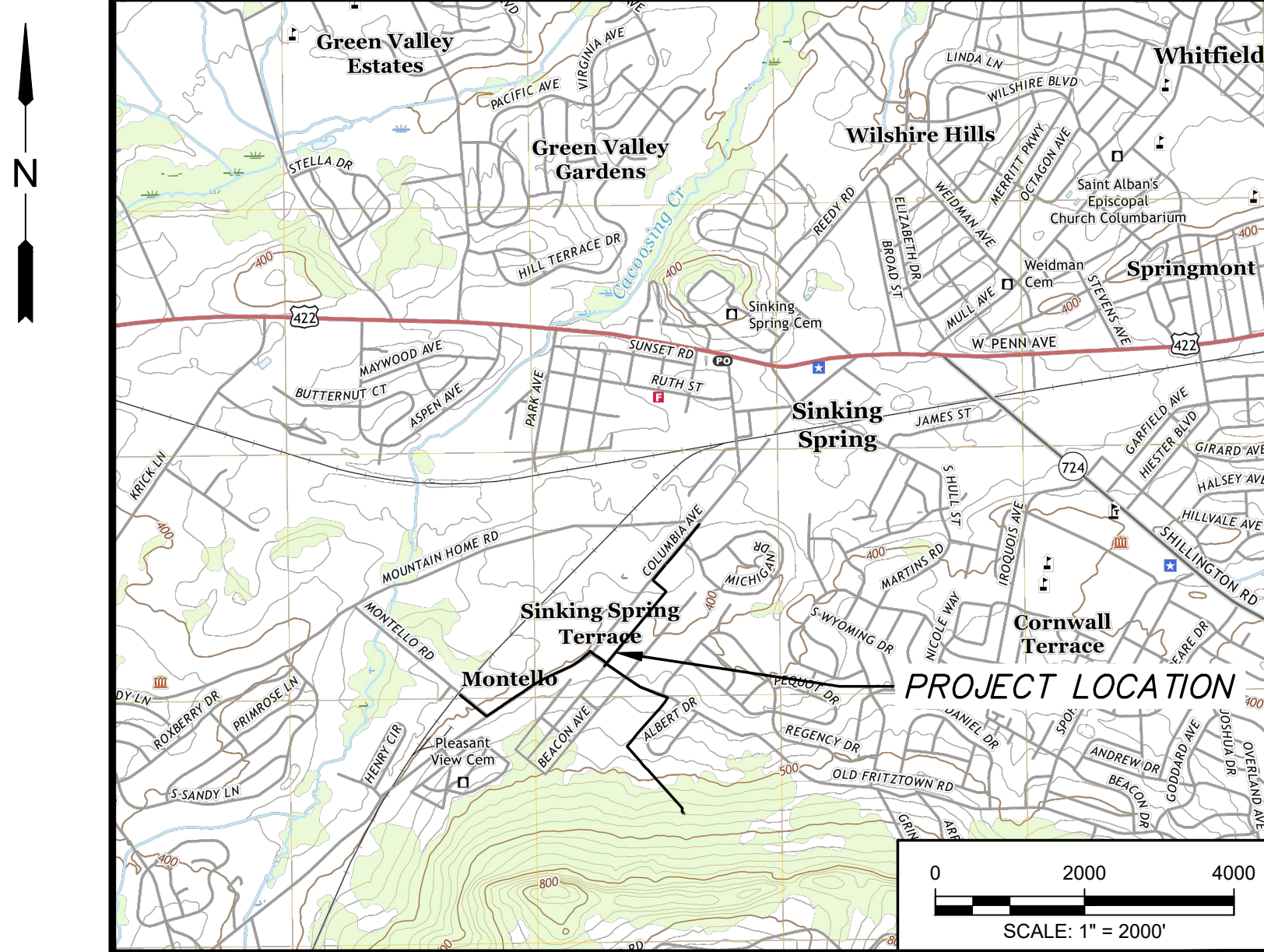
SPRING TOWNSHIP/SINKING
SPRING BOROUGH, BERKS
COUNTY, PENNSYLVANIA

PROJECT NO. I24-630009

PERMIT SUBMITTAL
DECEMBER 2023



AMY PALAMARA
Professional Engineer - PA Lic. No.: PE-087746



SOURCE: USGS SCRANTON QUADRANGLE

LOCATION PLAN

DRAWING INDEX

BINDING ORDER	SHEET NO.	DESCRIPTION
1	G-1	COVER SHEET
2	G-2	DRAWING INDEX, LOCATION PLAN, GENERAL NOTES, AND LEGEND
3	C-1	ROUTE A PLAN AND PROFILE - SHEET 1
4	C-2	ROUTE A PLAN AND PROFILE - SHEET 2
5	C-3	ROUTE A PLAN AND PROFILE - SHEET 3
6	C-4	ROUTE A PLAN AND PROFILE - SHEET 4
7	C-5	ROUTE A PLAN AND PROFILE - SHEET 5
8	C-6	ROUTE A PLAN AND PROFILE - SHEET 6
9	C-7	ROUTE A PLAN AND PROFILE - SHEET 7
10	C-8	ROUTE A PLAN AND PROFILE - SHEET 8
11	C-9	ROUTE A PLAN AND PROFILE - SHEET 9
12	C-10	ROUTE A PLAN AND PROFILE - SHEET 10
13	C-11	ROUTE A PLAN AND PROFILE - SHEET 11
14	C-12	ROUTE A PLAN AND PROFILE - SHEET 12
15	C-13	ROUTE A PLAN AND PROFILE - SHEET 13
16	C-14	ROUTE A PLAN AND PROFILE - SHEET 14
17	C-15	ROUTE A PLAN AND PROFILE - SHEET 15
18	C-16	ROUTE A - DETAILS
19	C-17	ROUTE A - DETAILS
20	C-18	EROSION & SEDIMENT CONTROL PLAN - SHEET 1 OF 10
21	C-19	EROSION & SEDIMENT CONTROL PLAN - SHEET 2 OF 10
22	C-20	EROSION & SEDIMENT CONTROL PLAN - SHEET 3 OF 10
23	C-21	EROSION & SEDIMENT CONTROL PLAN - SHEET 4 OF 10
24	C-22	EROSION & SEDIMENT CONTROL PLAN - SHEET 5 OF 10
25	C-23	EROSION & SEDIMENT CONTROL PLAN - SHEET 6 OF 10
26	C-24	EROSION & SEDIMENT CONTROL PLAN - SHEET 7 OF 10
27	C-25	EROSION & SEDIMENT CONTROL PLAN - SHEET 8 OF 10
28	C-26	EROSION & SEDIMENT CONTROL PLAN - SHEET 9 OF 10
	C-27	EROSION & SEDIMENT CONTROL PLAN - NOTES AND SEQUENCE

LEGEND:

	UNDERGROUND WATER LINE		SANITARY SEWER MANHOLE		STORM MANHOLE
	UNDERGROUND SEWER LINE		LIGHT POLE		INLET
	UNDERGROUND STORM LINE		ELECTRIC JUNCTION BOX		OPEN MOUTH GRATE INLET
	UNDERGROUND GAS LINE		UTILITY POLE		UNKNOWN MANHOLE
	UNDERGROUND TELECOMMUNICATIONS LINE		UTILITY POLE W/ LIGHT		UNKNOWN VALVE
	OVERHEAD WIRE LINE		GUY POLE		BOLLARD
	RIGHT-OF-WAY LINE		ELECTRIC CURB BOX		SIGN
	PROPERTY ADJOINER LINE		TELECOMMUNICATIONS JUNCTION BOX		CONIFEROUS TREE W/ SIZE
	BUSH/SHRUB ROW		TRAFFIC CONTROL BOX		DECIDUOUS TREE W/ SIZE
	MAJOR CONTOUR LINE		GAS LINE MARKER		POST
	MINOR CONTOUR LINE		WATER VALVE		FLAG POLE
	CHAINLINK FENCE LINE (TEMPORARY)		FIRE HYDRANT		MAILBOX
	BUILDING		RIPRAP		CONCRETE
	CURB LINE				
	DEPRESSED CURB				

GENERAL NOTES

- INTENDED USE FOR DRAWINGS**
THE CONTRACT DRAWINGS ARE INTENDED TO EXPLAIN THE VARIOUS TYPES OF WORK AND AS SUCH ARE INTERRELATED. WHILE IT IS INTENDED THAT DISCREPANCIES BETWEEN THE VARIOUS DISCIPLINE'S DRAWINGS WILL BE NON-EXISTENT, THERE IS A LIKELIHOOD THAT FIELD ADJUSTMENTS AND CORRECTIONS WILL BE REQUIRED IN THE INTERPRETATION OF THE DOCUMENTS FROM TIME TO TIME.
THE CONTRACTOR SHALL REFER TO THE DRAWINGS OF THE APPROPRIATE DISCIPLINE WHEN UNDERTAKING THE WORK OF THE DISCIPLINE. HOWEVER HE IS NOT TO DISREGARD OTHER RELATED DRAWINGS IN ORDER TO INSURE PROPER COORDINATION BETWEEN DISCIPLINES. IN THE EVENT OF DISCREPANCIES BETWEEN VARIOUS ELEMENTS OF WORK, THE CONTRACTOR IS TO IMMEDIATELY CONTACT THE ENGINEER FOR CLARIFICATION. IN GENERAL, THE DRAWINGS OF ONE DISCIPLINE SHALL NOT BE USED TO CONSTRUCT THE WORK OF ANOTHER DISCIPLINE UNLESS THE WORK TO BE CONSTRUCTED UNDER THAT DISCIPLINE IS NOT CLEARLY DEFINED. THE CONTRACTOR SHALL BRING THE MATTER TO THE ATTENTION OF THE ENGINEER FOR CLARIFICATION AND THE ENGINEER MAY DIRECT THE CONTRACTOR TO USE THOSE CONTRACT DRAWINGS WHICH MOST CLEARLY DEPICT THE WORK.
- EXISTING FACILITIES**
IT IS THE INTENT OF THE CONTRACT DRAWINGS TO PROVIDE DETAILED GUIDANCE AS TO WHAT MUST BE CONSTRUCTED, HOWEVER THE METHOD OF CONSTRUCTION IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR IS ADVISED TO REVIEW THE CONTRACT DRAWINGS OF ALL DISCIPLINES PRIOR TO UNDERTAKING CONSTRUCTION IN ANY AREA SO AS TO ASSURE HIMSELF TO THE COMPLETENESS AND CORRELATION OF THE WORK TO BE BUILT.
THE CONTRACTOR SHALL BE REQUIRED TO VISIT THE SITE OF THE WORK PRIOR TO PREPARING HIS BID IN ORDER TO COMPLETELY FAMILIARIZE HIMSELF WITH THE PROJECT FROM THE STANDPOINT OF IMPACTS TO ADJACENT PROPERTIES AND MAINTAINING ACCESS DURING CONSTRUCTION; PUBLIC SAFETY RELATED TO ON AND OFF-SITE TRAFFIC; EXISTING STRUCTURES; AND UNDER GROUND UTILITIES AND STRUCTURES.
CERTAIN UNFORESEEN CONDITIONS SHOULD BE EXPECTED AND SUCH CONDITION WILL REQUIRE CLOSE INTERACTION BETWEEN THE OWNER, THEIR ENGINEER, THE CONTRACTOR AND THE VARIOUS REGULATORY AGENCIES IN ORDER TO RESOLVE PROBLEMS. EVERY EFFORT IS TO BE MADE TO RESOLVE SUCH PROBLEMS IN A TIMELY MANNER CONSISTENT WITH GOOD ENGINEERING PRACTICE AND ECONOMIES OF BOTH TIME AND MONEY TO THE SATISFACTION OF ALL PARTIES CONCERNED.
- HORIZONTAL DATUM IS NAD83 AND VERTICAL DATUM IS NAVD OF 1988. SURVEY INFORMATION HAS BEEN OBTAINED FROM A FIELD SURVEY CONDUCTED IN JANUARY, FEBRUARY, MARCH OF 2023 BY HUNT ENGINEERING COMPANY. SURVEY BY HUNT ENGINEERING COMPANY WAS SUPPLEMENTED BY AN AERIAL SURVEY BY COOPER AERIAL SURVEY.**
- EXCAVATIONS OR TRENCHING WITHIN CLOSE PROXIMITY TO UNDERGROUND FACILITIES OR UTILITY POLES WILL REQUIRE PROTECTION TO PREVENT DAMAGE OR INTERRUPTION OF SERVICE TO UNDERGROUND FACILITIES. THE COST TO PROVIDE THIS PROTECTION WILL BE BORNE BY THE CONTRACTOR.**
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF EXISTING THRUST BLOCKS WHICH ARE RESTRAINING EXISTING UTILITIES. EXISTING THRUST BLOCKS SHALL NOT BE UNDERMINED OR DISTURBED.**
- PRIOR TO ANY CONNECTION TO EXISTING FACILITIES, THE CONTRACTOR SHALL NOTIFY THE OWNER. ALL CONNECTIONS TO EXISTING FACILITIES WILL BE DONE AT THE CONVENIENCE OF THE OWNER.**
- IN ALL AREAS WHERE THE WORK IS OUTSIDE OF PAVED ROADS, THE CONTRACTOR SHALL INSTALL AND MAINTAIN APPROPRIATE SOIL EROSION CONTROL MEASURES IN ACCORDANCE WITH THE DETAILS ON THE DRAWINGS, REGARDLESS OF WHETHER OR NOT THE LOCATION OF SUCH MEASURES ARE SPECIFICALLY SHOWN ON THE PLANS. SUCH MEASURES SHALL INCLUDE, BUT ARE NOT LIMITED TO, COMPOST FILTER SOCK ALONG THE PERIMETER OF DISTURBED AREAS AND AROUND MATERIAL STOCKPILES, AND STONE CONSTRUCTION ENTRANCE PADS AT POINTS OF MAJOR INGRESS AND EGRESS FROM PAVED ROADS TO UNPAVED AREAS.**
- WHERE WORK IS IN PAVED ROADS, EROSION CONTROL MEASURES SHALL INCLUDE, BUT ARE NOT LIMITED TO STORM DRAIN INLET PROTECTION, KEEPING ROADS CLEAN AND CONTROLLING DUST.**
- THE CONTRACTOR SHALL ESTABLISH PERMANENT BASE LINES IN THE FIELD AND PLACE MONUMENTS PRIOR TO START OF CONSTRUCTION FOR LAYOUT PURPOSES.**
- THE CONTRACTOR SHALL SUBMIT A PLAN OF THE TRAILER LOCATION AND STORAGE AREAS TO THE ENGINEER FOR APPROVAL. THE CONTRACTOR SHALL MAINTAIN THIS LOCATION AND ALL ACCESS LOCATIONS IN A NEAT MANNER AT ALL TIMES.**
- ANY EXISTING EQUIPMENT, PIPING, ETC. TO BE REMOVED SHALL BE INSPECTED BY THE OWNER WHO MAY THEN DECIDE WHETHER OR NOT TO KEEP REMOVED EQUIPMENT. THE CONTRACTOR SHALL DELIVER SUCH EQUIPMENT TO A LOCATION DESIGNATED BY THE OWNER AND IF THE OWNER DECIDES SUCH REMOVED EQUIPMENT IS NOT SALVAGEABLE, THE CONTRACTOR SHALL DISPOSE OF SUCH EQUIPMENT, OFF-SITE, AT NO ADDITIONAL COST TO THE OWNER.**
- ALL EARTHWORK ACTIVITIES SHALL COMPLY WITH THE BERKS COUNTY SOIL CONSERVATION DISTRICT'S RULES AND REGULATIONS GOVERNING EROSION CONTROL.**
- ONSITE SPACE FOR TRAILER, EQUIPMENT STORAGE, STOCKPILING AND OTHER TEMPORARY CONSTRUCTION ACTIVITIES IS AVAILABLE UPON APPROVAL OF OWNER. EXISTING WOODED AREAS SHALL BE UNDISTURBED. ADDITIONAL SPACE REQUIRED FOR TEMPORARY CONSTRUCTION ACTIVITIES SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER AND SUCH AREAS SHALL BE RESTORED AND CLEANED UP TO THE SATISFACTION OF THE ENGINEER.**
- THE CONTRACTOR SHALL ADEQUATELY PROTECT ALL EXISTING PIPELINES AND STRUCTURES DURING THE INSTALLATION OF NEW WORK.**
- ALL NECESSARY FITTINGS AND BENDS FOR SITE PIPING SHALL BE PROVIDED TO MAINTAIN THE ALIGNMENTS SHOWN WHETHER OR NOT SPECIFICALLY LABELED ON THE SITE PIPING PLAN.**
- WHERE PIPING IS LAID IN FILL OR DISTURBED EARTH AS A RESULT OF EXCAVATION FOR STRUCTURES, BROKEN STONE BASE OR APPROVED COMPACTED MATERIAL SHALL BE PROVIDED AND CARRIED TO UNDISTURBED EARTH.**
- ALL LOCATIONS, DIMENSIONS AND ANGLES OF NEW FACILITIES TO BE VERIFIED IN FIELD. MINOR ADJUSTMENTS MAY BE REQUIRED TO AVOID POSSIBLE CONFLICTS WITH EXISTING FACILITIES. THIS WORK TO BE INCLUDED IN THE LUMP SUM OR UNIT PRICE BID UNDER THE APPROPRIATE SCOPE OF CONTRACT ITEM.**
- THE CONTRACTOR SHALL USE STABILIZED FILL MATERIALS (SAME AS IN ROAD AREAS) IN ALL AREAS DESIGNATED AS ACCESS ROUTES TO NEW INSTALLATIONS.**
- THE PLANS INDICATE THE APPROXIMATE LOCATION OF EXISTING PIPING. AVAILABLE INFORMATION AS TO THE LOCATIONS OF EXISTING STRUCTURES AND UTILITIES HAS BEEN COLLECTED FROM VARIOUS SOURCES. ATTENTION IS PARTICULARLY DIRECTED TO THE FACT THAT THE LOCATIONS, ELEVATIONS AND SIZES OF UTILITIES AND OTHER SUBSURFACE STRUCTURES SHOWN ARE NOT WARRANTED TO BE EVEN APPROXIMATELY CORRECT, NOR CAN THESE BE ASSUMED TO BE THE ONLY SUBSURFACE PIPING AND STRUCTURES THAT MAY BE ENCOUNTERED IN THIS WORK. THE CONTRACTOR SHALL LOCATE ALL EXISTING PIPING BY TEST PIT AND/OR TEST TRENCH IN ORDER TO AVOID POSSIBLE CONFLICTS WITH NEW PIPING. SUCH WORK IS TO BE DONE WELL IN ADVANCE OF THE INSTALLATION OF THE NEW PIPES SO THAT MINOR ADJUSTMENTS CAN BE MADE PRIOR TO THE ACTUAL CROSSING. THE COST OF ALL TEST PITS SHALL BE INCLUDED IN THE LUMP SUM OR UNIT PRICE BID UNDER THE APPROPRIATE SCOPE OF CONTRACT ITEM.**
- DISTANCES AND CENTERLINE STATIONING ARE APPROXIMATE.**
- THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OSHA REQUIREMENTS FOR CONFINED SPACE SAFETY.**
- ALL TRAFFIC CONTROL ISSUES, INCLUDING TEMPORARY DETOURS AND TEMPORARY ROAD CLOSURES, SHALL BE COORDINATED WITH THE LOCAL OFFICIALS AND POLICE DEPARTMENT.**
- A COMBINATION OF SMALL BACKHOE AND HAND EXCAVATION SHALL BE REQUIRED NEAR UTILITIES AND UTILITY CHAMBERS.**
- THE CONTRACTOR SHALL CALL PENNSYLVANIA ONE-CALL FOR AN UNDERGROUND UTILITY LOCATION MARK OUT NOT LESS THAN THREE (3) FULL BUSINESS DAYS OR MORE THAN TEN (10) FULL BUSINESS DAYS PRIOR TO ANY DIGGING. THE CONTRACTOR SHALL ALSO NOTIFY ALL UTILITY COMPANIES A MINIMUM OF 72 HOURS PRIOR TO EXCAVATION.**
- CONTRACTOR IS RESPONSIBLE FOR ALL PEDESTRIAN PROTECTION. AS REQUIRED, SURROUND ALL OPEN TRENCHES WITH CONSTRUCTION FENCING DURING CONSTRUCTION AND PLATE OR BACKFILL THE TRENCHES AT COMPLETION OF DAY'S WORK.**
- EXCAVATIONS, TRENCHING OR CONSTRUCTION IN CLOSE PROXIMITY TO EXISTING UTILITIES OR STRUCTURES SHALL INCLUDE PROVIDING ANY PROTECTION REQUIRED, INCLUDING SHEETING AND BRACING OF TRENCH AND SUPPORTING AND PROTECTING EXISTING UTILITIES TO PREVENT DAMAGE OR INTERRUPTION OF SERVICE. THIS WORK SHALL BE DONE AT NO ADDITIONAL COST TO THE OWNER. SHEETING AND BRACING DETAILS SHALL BE SIGNED AND SEALED BY A PENNSYLVANIA LICENSED PROFESSIONAL ENGINEER.**
- CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE TO EXISTING FACILITIES AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE FACILITY OWNER.**
- CONTRACTOR SHALL NOT DISCHARGE GROUNDWATER TO THE STORM SEWER SYSTEM (IF PRESENT) UNLESS IT FIRST PASSES THROUGH AN APPROVED SETTLING OR FILTRATION DEVICE.**
- THE CONTRACTOR SHALL OBTAIN AND COMPLY WITH ALL LOCAL ROAD OPENING PERMITS.**
- THE CONTRACTOR SHALL PROTECT ALL STRUCTURES, ROADS, PIPELINES, TREES, SHRUBBERY, GRASS AREAS, ETC. DURING THE PROGRESS OF THE WORK AND SHALL REMOVE DAILY FROM THE SITE ALL DEBRIS AND UNUSED MATERIALS. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL RESTORE THE SITE TO ITS ORIGINAL CONDITION.**

- REPAIR WORK SHALL BE PERFORMED TO THE SATISFACTION OF THE GOVERNING AGENCY.**
- TRAFFIC STRIPING AND MARKINGS DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN-KIND AND TO THEIR ORIGINAL LAYOUT.**
- RESTORATION, INCLUDING THE REMOVAL OF EXCESS EXCAVATED MATERIAL AND PLACEMENT OF TEMPORARY PAVEMENT, SHALL BE PERFORMED AND COMPLETED ON A DAILY BASIS. EXCEPT AS OTHERWISE INDICATED, ALL ROADS SHALL BE PASSABLE TO VEHICULAR TRAFFIC AT THE END OF EACH WORK DAY.**
- CONTRACTOR SHALL MAINTAIN ACCESS TO PRIVATE DRIVEWAYS AT ALL TIMES.**
- THE CONTRACTOR SHALL IDENTIFY THE LOCATIONS OF SITES TO BE USED FOR DISPOSAL OF TRENCH EXCAVATION MATERIALS PRIOR TO THE PRECONSTRUCTION MEETING AND IN ACCORDANCE WITH THE SOIL EROSION AND SEDIMENT CONTROL STANDARDS.**
- ALL COSTS ASSOCIATED WITH THE WORK OF PAVEMENT CUTTING SHALL BE INCLUDED IN THE UNIT PRICES BID. THE CONTRACTOR SHALL MAINTAIN THE APPROPRIATE SAWS ON-SITE FOR CUTTING ALL PAVEMENT AND SIDEWALK TO PROVIDE A NEAT EDGE. THE CONTRACTOR IS ADVISED THAT SOME ROADS MAY CONTAIN CONCRETE BENEATH THE ASPHALT OVERLAY.**
- NO EXCAVATED SOILS SHALL BE STORED ON SITE. ALL SOILS SHALL BE REMOVED AS EXCAVATED. THIS DOES NOT APPLY TO WETLANDS OR WETLAND TRANSITION AREAS. SEE SPECIFICATIONS FOR DETAILS OF EXCAVATION IN WETLANDS AND WETLANDS TRANSITION AREAS, IF APPLICABLE.**
- ALL TRENCHES SHALL BE BACKFILLED WITHOUT DELAY TO KEEP OPEN TRENCHES TO A MINIMUM AND AS DIRECTED BY THE ENGINEER. OPEN TRENCHES SHALL BE STEEL PLATED AND BARRICADED. THE CONTRACTOR SHALL SUBMIT STEEL PLATE CALCULATIONS SIGNED AND SEALED BY A PA LICENSED P.E. UPON REQUEST. OPEN TRENCHES SHALL BE BACKFILLED BY THE END OF EACH WORK DAY, EXCEPT AT OPEN END OF WATER MAIN. ALL TRENCHES SHALL BE COMPACTED BY APPROVED METHODS. ALL TRENCH SETTLEMENT SHALL BE PROMPTLY BROUGHT TO GRADE AND TEMPORARY PAVING SHALL BE INSTALLED AS SPECIFIED. UPON BACKFILLING, THE CONTRACTOR SHALL BROOM SWEEP STREETS AND USE APPROPRIATE METHODS OF DUST CONTROL.**
- THE CONTRACTOR SHALL BROOM SWEEP OR MECHANICALLY SWEEP ALL STREETS IN THE AREA DISTURBED BY CONSTRUCTION ON A DAILY BASIS, OR AS DIRECTED BY THE ENGINEER.**
- THE CONTRACTOR IS TO CONFINE ALL CONSTRUCTION OPERATIONS TO WITHIN THE RIGHT-OF-WAY LIMITS. THE CONTRACTOR SHALL BE ADVISED OF TIGHT WORKING CONDITIONS, AND SHALL UTILIZE SUCH EQUIPMENT TO PROTECT TREES AND SHRUBS WHENEVER POSSIBLE.**
- THE CONTRACTOR SHALL INSTALL THE WATER MAIN AS PER THE ALIGNMENT ON THE CONTRACT DRAWINGS. ANY DEVIATIONS SHALL BE APPROVED BY THE ENGINEER.**
- IF AN EXCAVATION UNDERMINES THE ROADWAY, THE ROADWAY SHALL EITHER BE SAW-CUT TO 6-INCHES OUTSIDE OF THE EXTENTS OF THE UNDERMINING OR BACKFILLED WITH FLOWABLE FILL. ALL UNDERMINING SHALL BE REMEDIED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.**
- THE LOCATION OF UTILITY PIPELINES AND UTILITY LATERALS/SERVICES HAVE GENERALLY BEEN INDICATED ON THE PLAN SHEETS AND NO GUARANTEE IS MADE TO THEIR ACCURACY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE LOCATION OF ANY POTENTIAL UTILITY CONFLICTS.**
- THE FLOOD INSURANCE RATE MAPS FOR THE PROJECT AREA IS PANEL NUMBER 42011C0494QD EFFECTIVE DATE JULY 3, 2012 & PANEL NUMBER 42011C0492G EFFECTIVE DATE JULY 3, 2012. THE AREA IS CLASSIFIED AS ZONE X-AREA OF MINIMAL FLOOD HAZARD.**
- ALL STATIONING SHOWN ON PLANS AND PROFILES IS APPROXIMATE.**
- THE CONTRACTOR SHALL PROVIDE AND INSTALL A COMPLETE SYSTEM FOR DEWATERING THE CONSTRUCTION SITE AS REQUIRED TO PROPERLY CONSTRUCT ALL STRUCTURES IN THE DRY. THE CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN SAFE, ADEQUATE TEMPORARY RELIEF MEASURES AGAINST HYDROSTATIC UPLIFT DUE TO A HIGH WATER LEVEL, IF ENCOUNTERED, FOR THE DURATION OF THE WORK UNTIL THE NECESSARY CONSTRUCTION IS COMPLETE.**
- TO MAINTAIN THE HORIZONTAL AND VERTICAL ALIGNMENT SHOWN ON THE PLANS, PIPE JOINTS MUST BE DEFLECTED IN ACCORDANCE WITH THE PIPE MANUFACTURER'S REQUIREMENTS. IF NECESSARY, EITHER TO MAINTAIN THE ALIGNMENT SHOWN OR TO ADJUST THE ALIGNMENT TO MEET ACTUAL FIELD CONDITIONS, ADDITIONAL FITTINGS SHALL BE INSTALLED AT NO ADDITIONAL COST TO THE OWNER OTHER THAN THE PRICES BID.**
- THE WATER MAIN SHALL BE INSTALLED WITH FOUR (4.0) FEET MINIMUM COVER.**
- DURING FLUSHING AND PRESSURE TESTING OF THE MAIN, CONTRACTOR SHALL NOT OPERATE ANY VALVES UNLESS UNDER THE DIRECT SUPERVISION OF THE WATER COMPANY, INCLUDING THE NEW VALVES INSTALLED ON THE TRANSMISSION MAIN.**
- CASING PIPES SHALL BE INSTALLED BY JACKING METHOD AS DESCRIBED IN THE JACKING NOTES.**

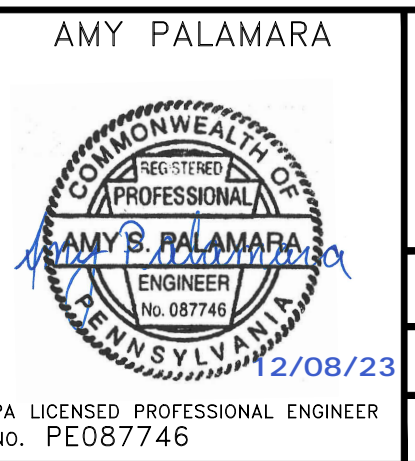
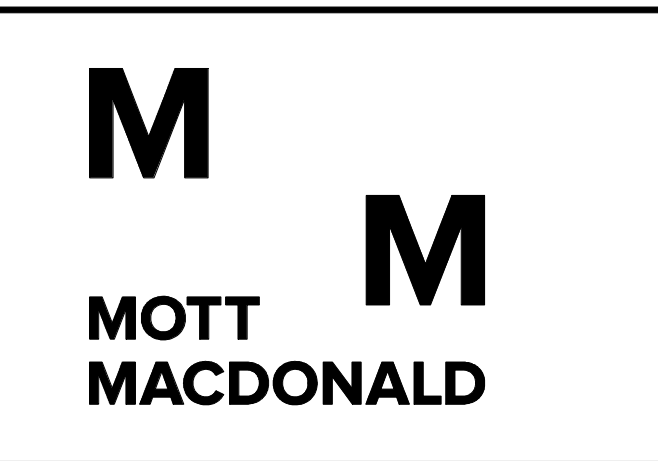
JACKING NOTES

- CASING PIPE SHALL BE INSTALLED BY THE FOLLOWING METHOD: JACKING SHALL BE IN ACCORDANCE WITH THE "SPECIFICATIONS FOR PIPELINE OCCUPATIONS OF RR PROPERTY" PROVIDED BY RELTEK.**
- E-80 FOR RAILROAD LOADING CRITERIA.**
- CONSTRUCTION ACTIVITIES SHALL NOT DISRUPT EAST PENN RAIL ROAD OPERATIONS.**
- ALL TEMPORARY TRACK SUPPORTING STRUCTURES AND JACKING PIT TO BE INSTALLED MUST BE DESIGNED AND STAMPED BY A STATE OF PA REGISTERED PROFESSIONAL ENGINEER AND SHALL BE DESIGNED IN ACCORDANCE WITH THE "SPECIFICATIONS FOR PIPELINE OCCUPATIONS OF RR PROPERTY" PROVIDED BY RELTEK.**
- GEOTECHNICAL BORINGS ARE THE RESPONSIBILITY OF THE CONTRACTOR PRIOR TO JACKING.**



REVISIONS	REVISIONS
1 PERMIT SET ATE 11/3/2023	

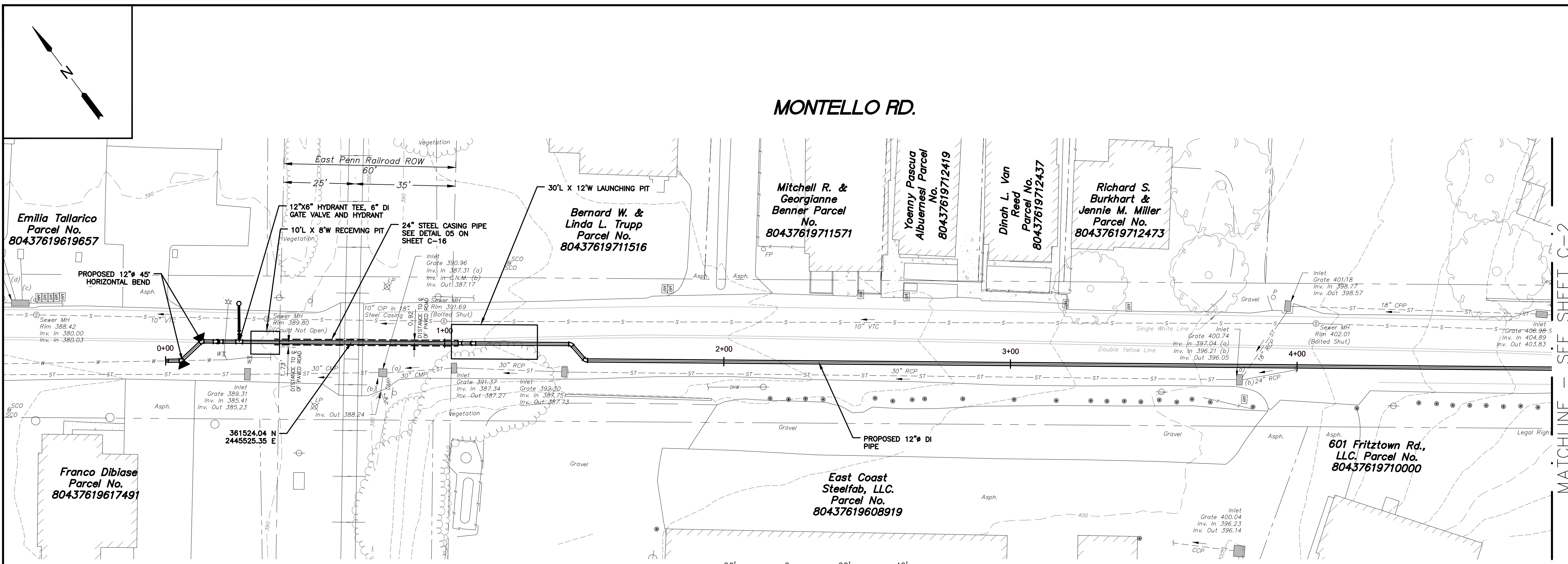
REVISIONS	REVISIONS



AMY PALAMARA
AMERICAN WATER ENGINEERING
11 WATER STREET
CAMDEN, NJ 08102
AMERICAN WATER
DRAWN BY A. EDWINS
PROJECT ENGR A. PALAMARA
DATE NOVEMBER 2023
PROJECT

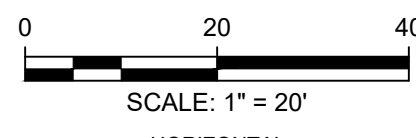
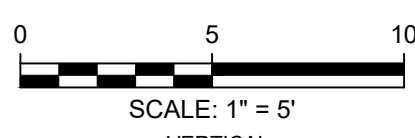
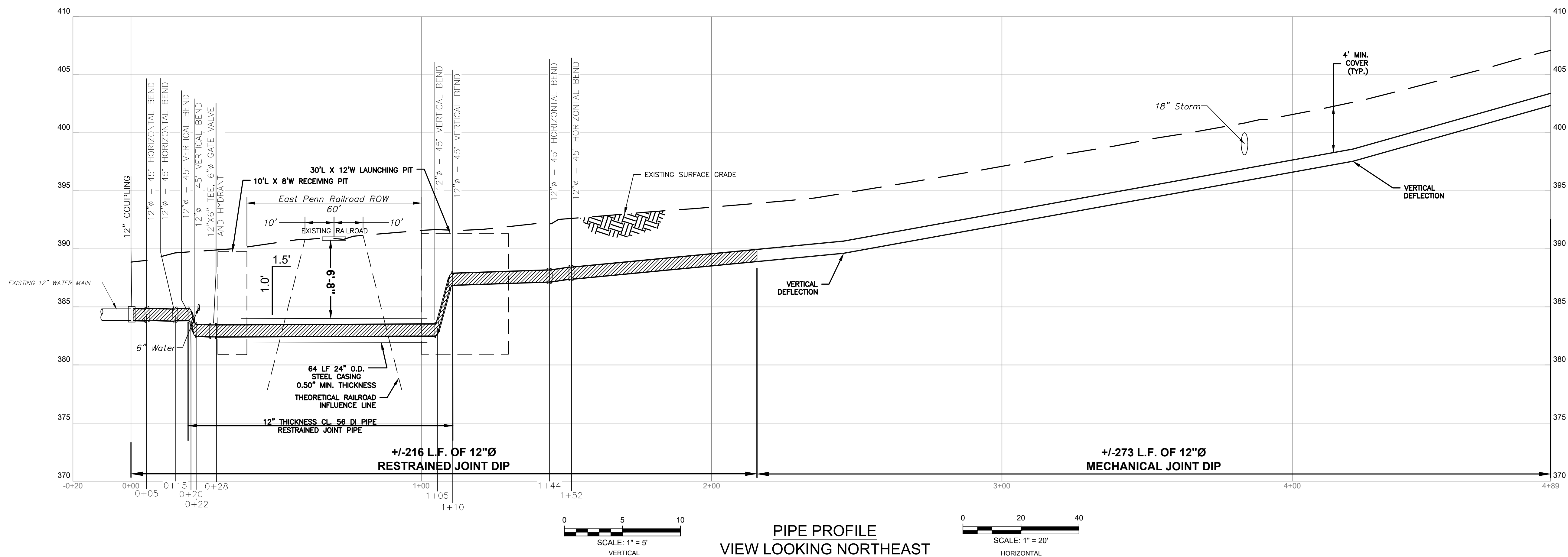
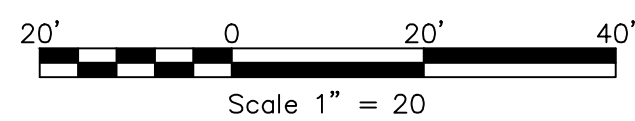
WYOMISSING HIGH GRADIENT IMPROVEMENTS
GENERAL
DRAWING INDEX, LOCATION PLAN, GENERAL NOTES AND LEGEND
SINKING SPRING, PA
USE APPROVED DRAWINGS ONLY FOR CONSTRUCTION PURPOSES
PERMIT SUBMITTAL
USE DIMENSIONS ONLY SCALE AS SHOWN
124-63009-G2

MONTELLO RD.

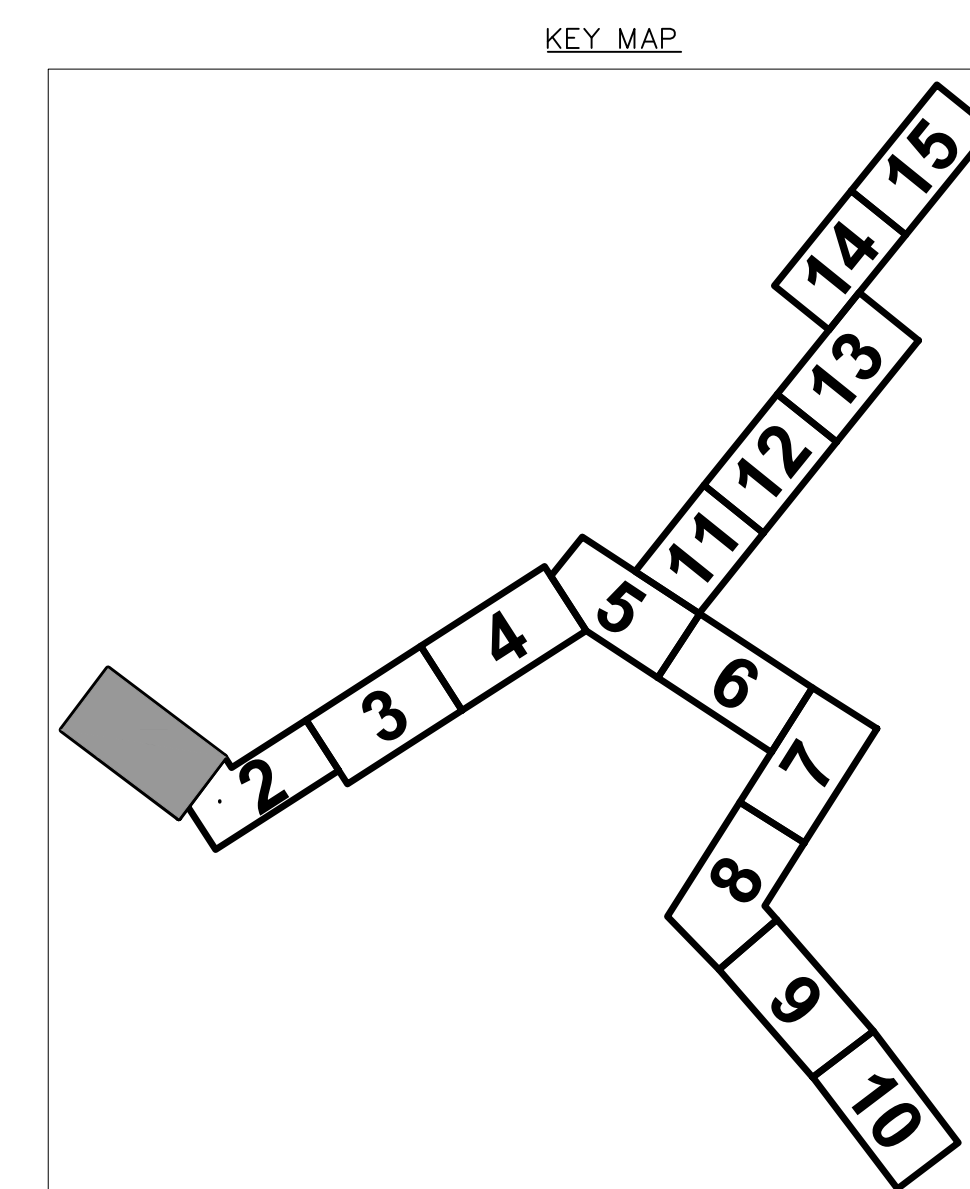


- NOTES**
- CASING PIPE SHALL MAINTAIN A MINIMUM OF 6 FT. DEPTH OF COVER UNDER THE RAIL ROAD ZONE OF INFLUENCE.
 - DUCTILE IRON WATER MAIN INSIDE CASING SHALL BE CLASS 56 OR AS SHOWN IN THE PROFILE.
 - PROPERTY ROW IS FROM VARIOUS GIS SOURCES. RAIL ROAD ROW IS BASED ON AGREEMENTS FROM RELTEK.
 - THE RECEIVING PIT IS TO BE EXCAVATED TO AVOID A CONFLICT WITH THE EXTENTS OF THE EXISTING SEWER MANHOLE WEST OF THE RAILROAD TRACKS.

NOTE: CASING PIPE TO INTERSECT RAILROAD CROSSING AT A 90° ANGLE



PIPE PROFILE
VIEW LOOKING NORTHEAST



REVISIONS	REVISIONS
1 PERMIT SET ATE 11/3/2023	△
2 REVISIONS PER RELTEK ASP 12/8/2023	△
△	△
△	△
△	△



AMY PALAMARA

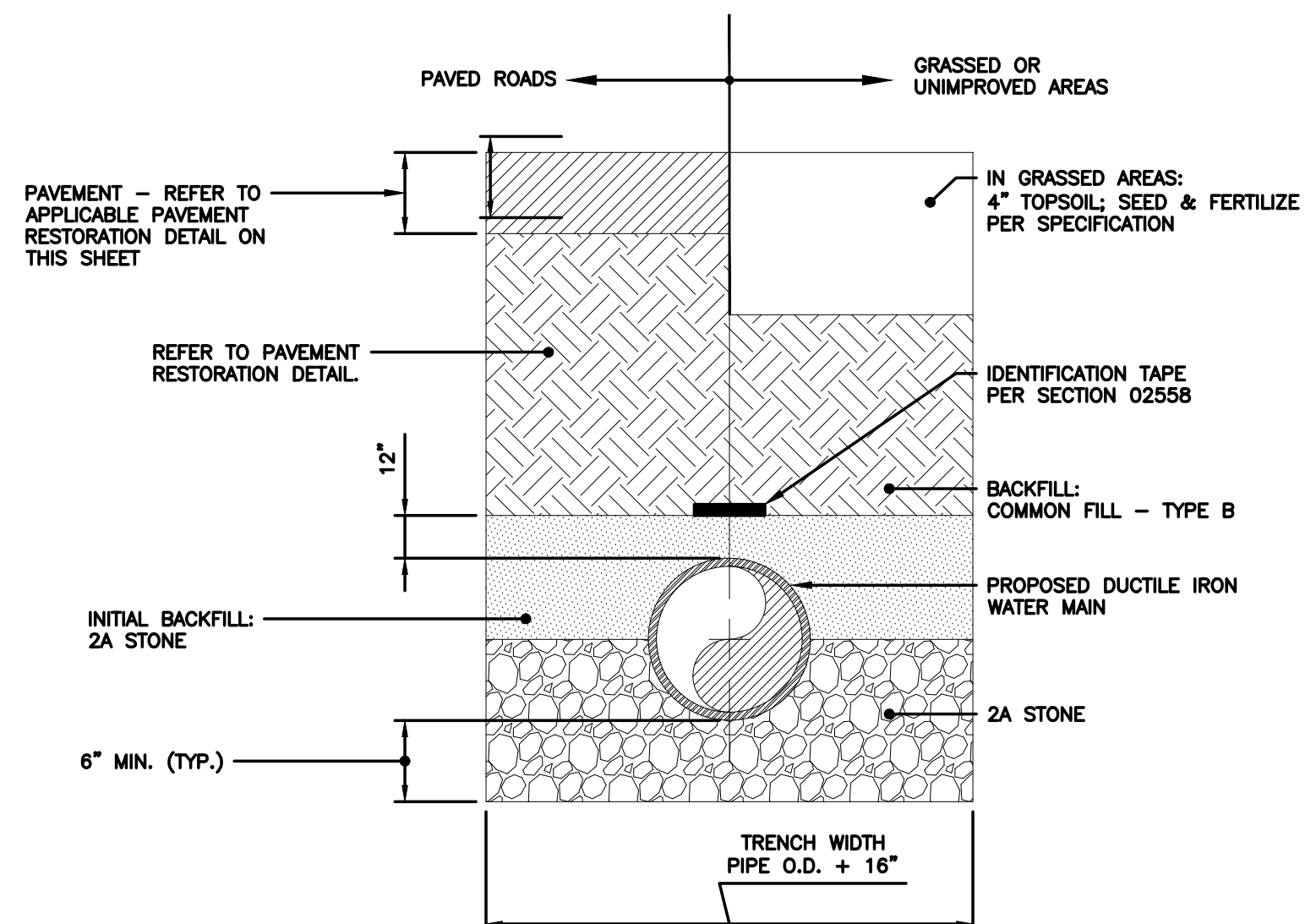
 PA LICENSED PROFESSIONAL ENGINEER
 NO. PE087746

AMERICAN WATER ENGINEERING
 1 WATER STREET
 CAMDEN, NJ 08102

 DRAWN BY A. EDWINS
 PROJECT ENGR A. PALAMARA
 DATE NOVEMBER 2023
 PROJECT

WYOMISSING HIGH GRADIENT IMPROVEMENTS
 CIVIL
 PLAN AND PROFILE
 STA. 0+00 - 04+89

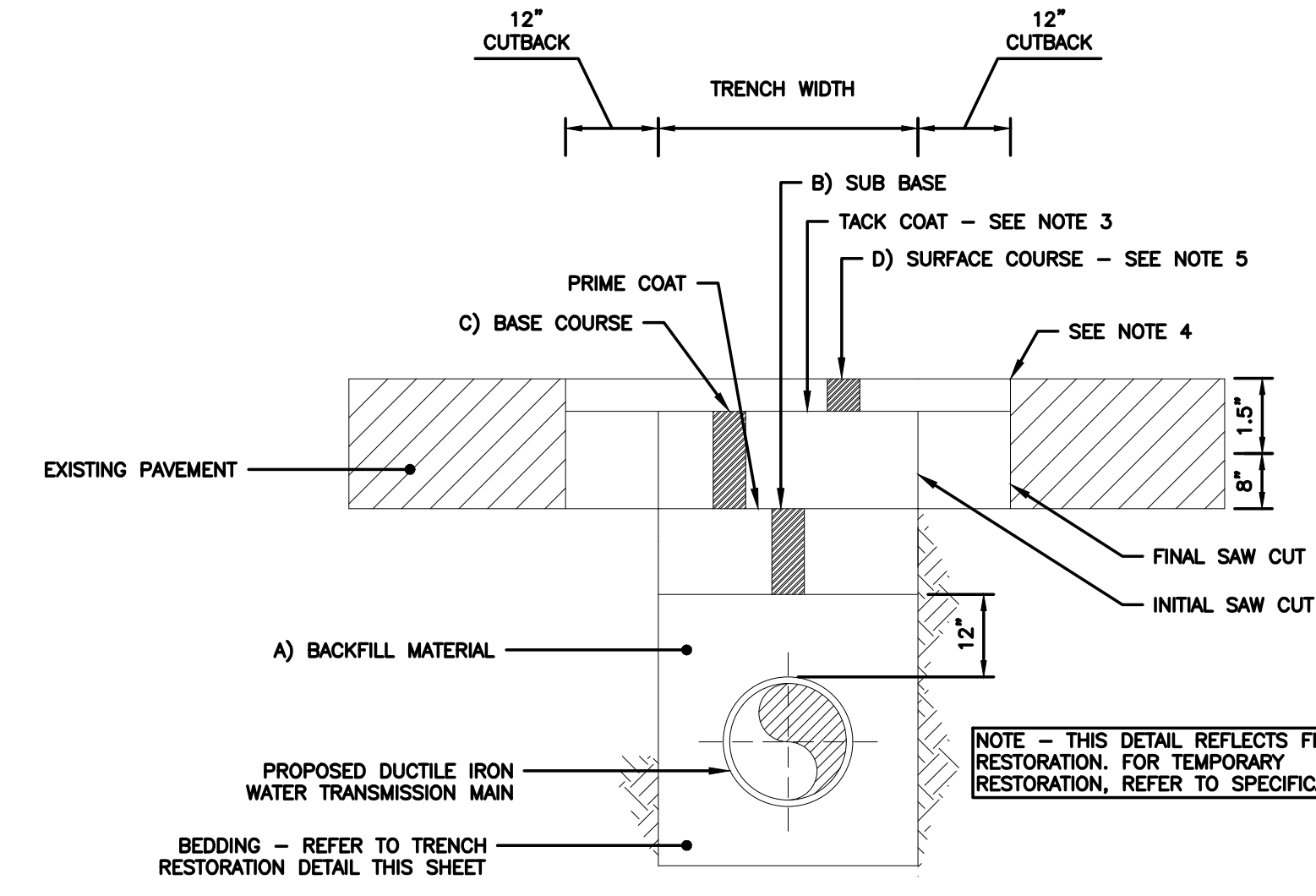
SINKING SPRING, PA	USE APPROVED DRAWINGS ONLY FOR CONSTRUCTION PURPOSES	PERMIT SUBMITTAL	124-630009-C1
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- NOTES:**
- BACKFILL SHALL BE COMPACTED IN 4" LOOSE LIFTS WITH MECHANICAL TAMPER OR 8" LOOSE LIFTS IF VIBRATORY COMPACTION EQUIPMENT IS USED TO 95% OF ITS MAXIMUM DENSITY.
 - ALL DUCTILE IRON PIPE TO BE WRAPPED IN POLYETHYLENE.
 - INSTALL RESTRAINED JOINT MARKING TAPE ON THE PIPE AND IDENTIFICATION TAPE ONE FOOT ABOVE THE CROWN OF THE PIPE. REFER TO THE SPECIFICATIONS.

1 TRENCH RESTORATION DETAIL DUCTILE IRON PIPE
NTS

COMMON FILL - TYPE A: NO STONES OR ROCK LARGER THAN 1-INCH
COMMON FILL - TYPE B: NO STONES OR ROCK LARGER THAN 4-INCH



SINKING SPRING PAVEMENT RESTORATION	
A	2A SUBBASE
B	2A SUBBASE
C	HMA BASE COURSE, PG-64-22, 0.3 TO < 3 MILLION ESALS, 25 MM MIX, 4" DEPTH
D	HMA WEARING COURSE, PG-64-22, 0.3 TO < 3 MILLION ESALS, 9.5 MM MIX, 1.5" DEPTH

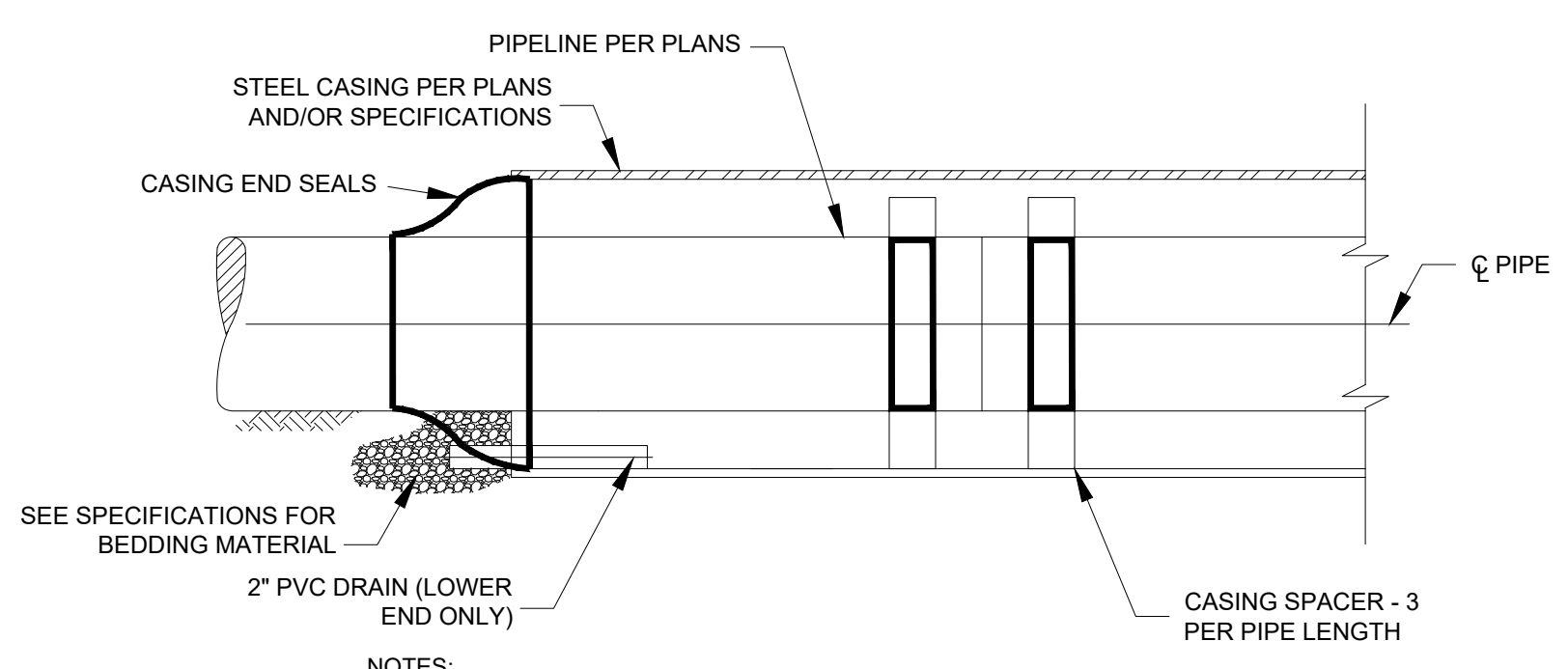
- NOTES:**
- SAW-CUT PERIMETER OF ALL TRENCHES A MINIMUM OF 2' OR AS REQUIRED TO MAINTAIN INTEGRITY OF EXISTING ADJACENT SURFACE.
 - DISTURBED TRAFFIC STRIPING AND MARKINGS SHALL BE REPLACED AS PER PENN DOT SPECIFICATIONS (REGULATION 459.8).
 - APPLY AE-T EMULSIFIED ASPHALT TACK COAT TO BASE COURSE SURFACE AND ALONG EXPOSED SIDES OF EXCAVATION PRIOR TO INSTALLATION OF WEARING COURSE.
 - AFTER PAVING SEAL JOINT BETWEEN NEW AND EXISTING PAVEMENT WITH PG-64-22 ASPHALT CEMENT.
 - SURFACE COURSE MILL AND OVERLAY AT ROAD CROSSINGS TO BE 100-FOOT WIDE.

4 PAVEMENT RESTORATION DETAIL
NTS

MINIMUM LENGTH OF RESTRAINED JOINTS ON EACH SIDE OF FITTING	
FITTING	12" DIP (150 PSI TEST PRESSURE)
90° BEND, VALVES, CAPS, PLUGS	166'
TEES (BRANCH)	166'
45° BENDS	63'
22 1/2° BENDS	32'
11 1/4° BENDS	16'

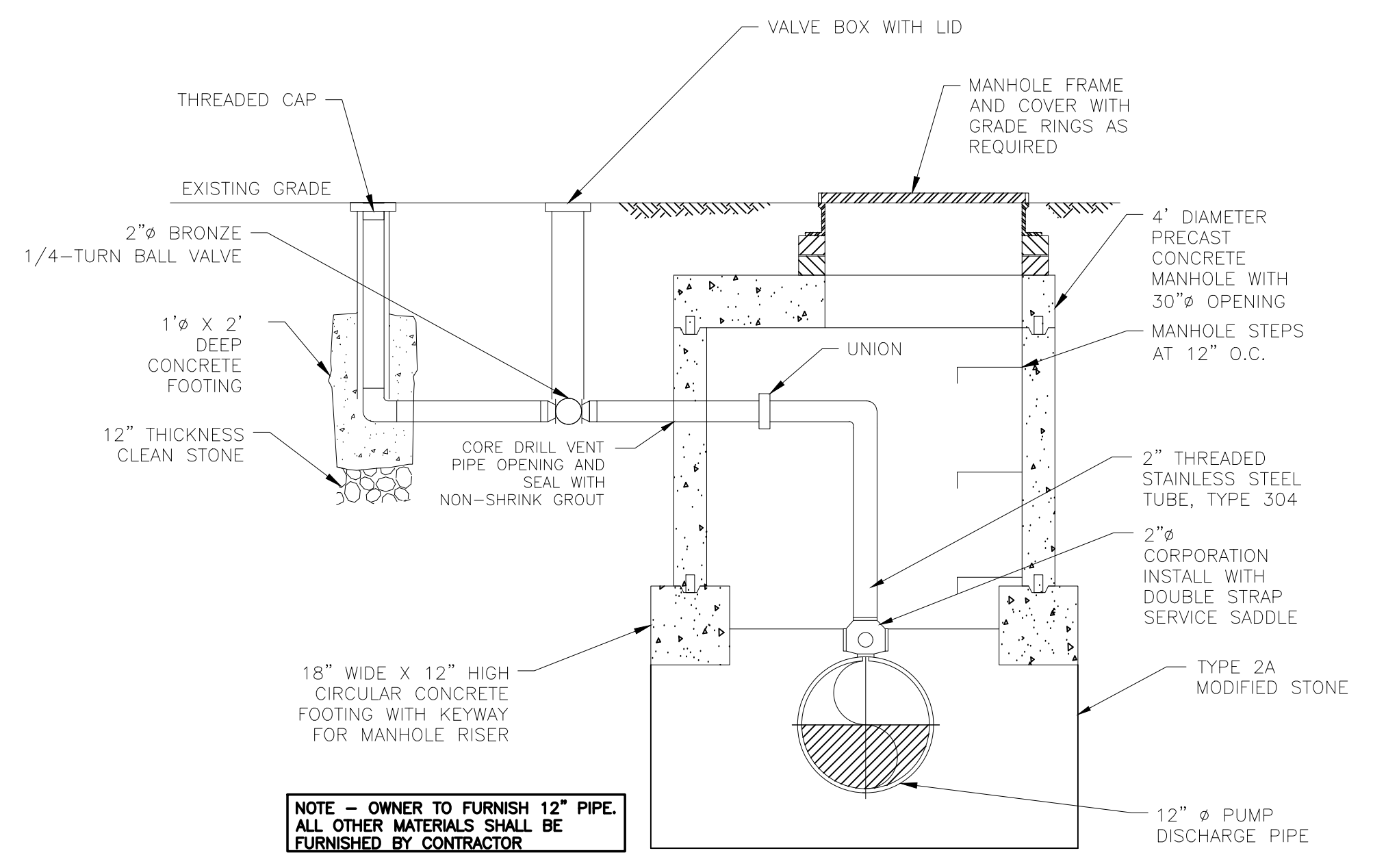
NOTE:
CONTRACTOR SHALL USE THE ABOVE SCHEDULE AND THE CONTRACT PLAN SHEETS TO DETERMINE ACTUAL RESTRAINED LENGTHS REQUIRED. FITTINGS IN CLOSE PROXIMITY TO ONE ANOTHER MAY REQUIRE ADDITIONAL RESTRAINT. FOR EXAMPLE, TWO (2) 22 1/2° BENDS LOCATED WITHIN SEVERAL FEET OF EACH OTHER WILL HAVE THE SAME REACTION AS A 45° BEND AND, AS SUCH, WILL REQUIRE THE LENGTHS OF RESTRAINT SHOWN FOR A 45° BEND.

2 RESTRAINED LENGTH SCHEDULE
NTS

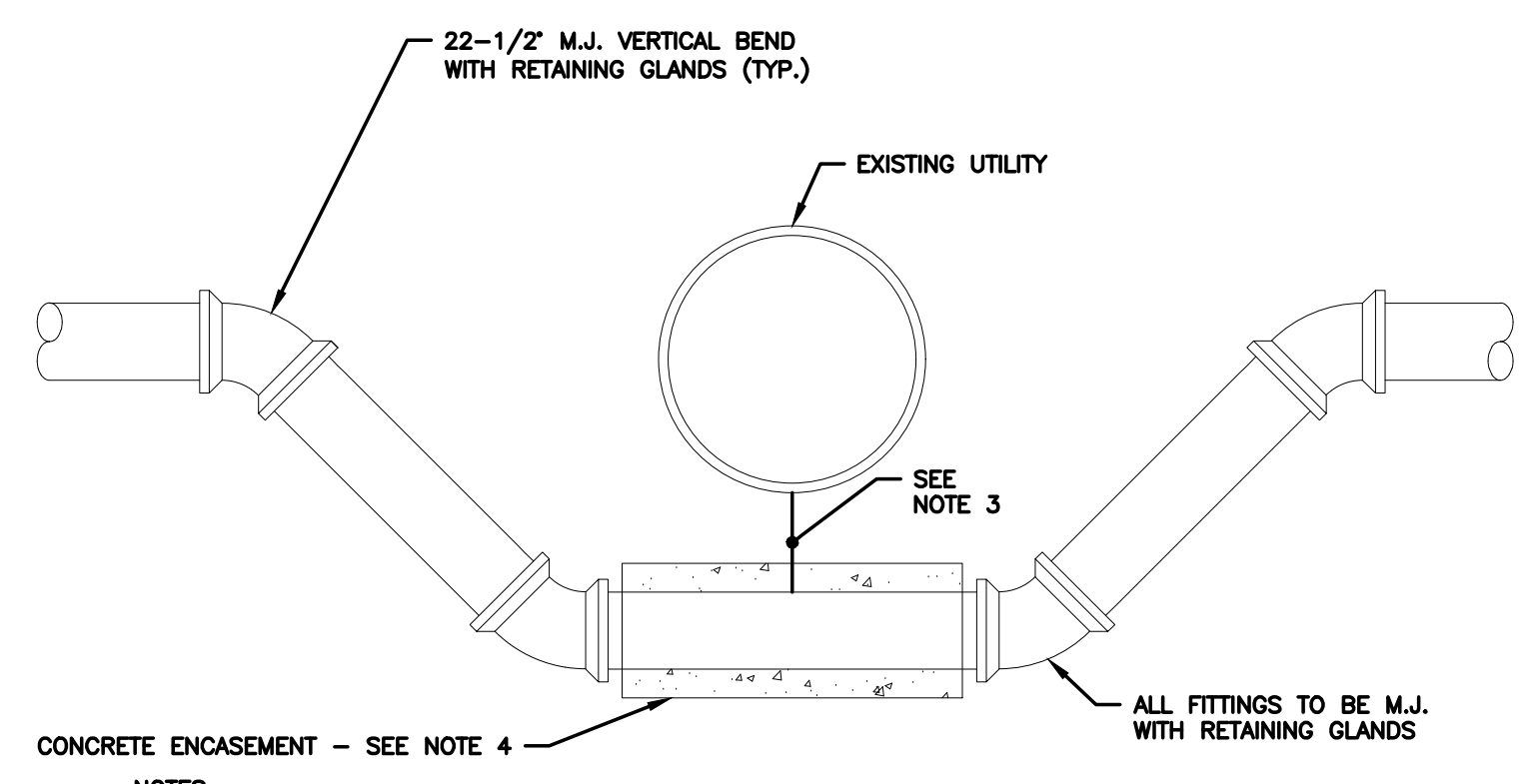


- NOTES:**
- END SEALS SHALL BE INSTALLED AFTER THE INSERTION OF THE CARRIER PIPE INTO THE CASING. END SEALS SHALL BE 1/8" THICK SYNTHETIC RUBBER END SEALS WITH STAINLESS STEEL BANDS, PIPELINE SEAL AND INSULATOR MODEL "C" PULL-ON END SEAL OR ADVANCE PRODUCTS & SYSTEMS MODEL AC PULL-ON END SEAL. WRAP-AROUND TYPE END SEALS AND ZIPPER TYPE END SEALS WILL NOT BE ACCEPTED.

5 STEEL SLEEVE DETAIL
NTS

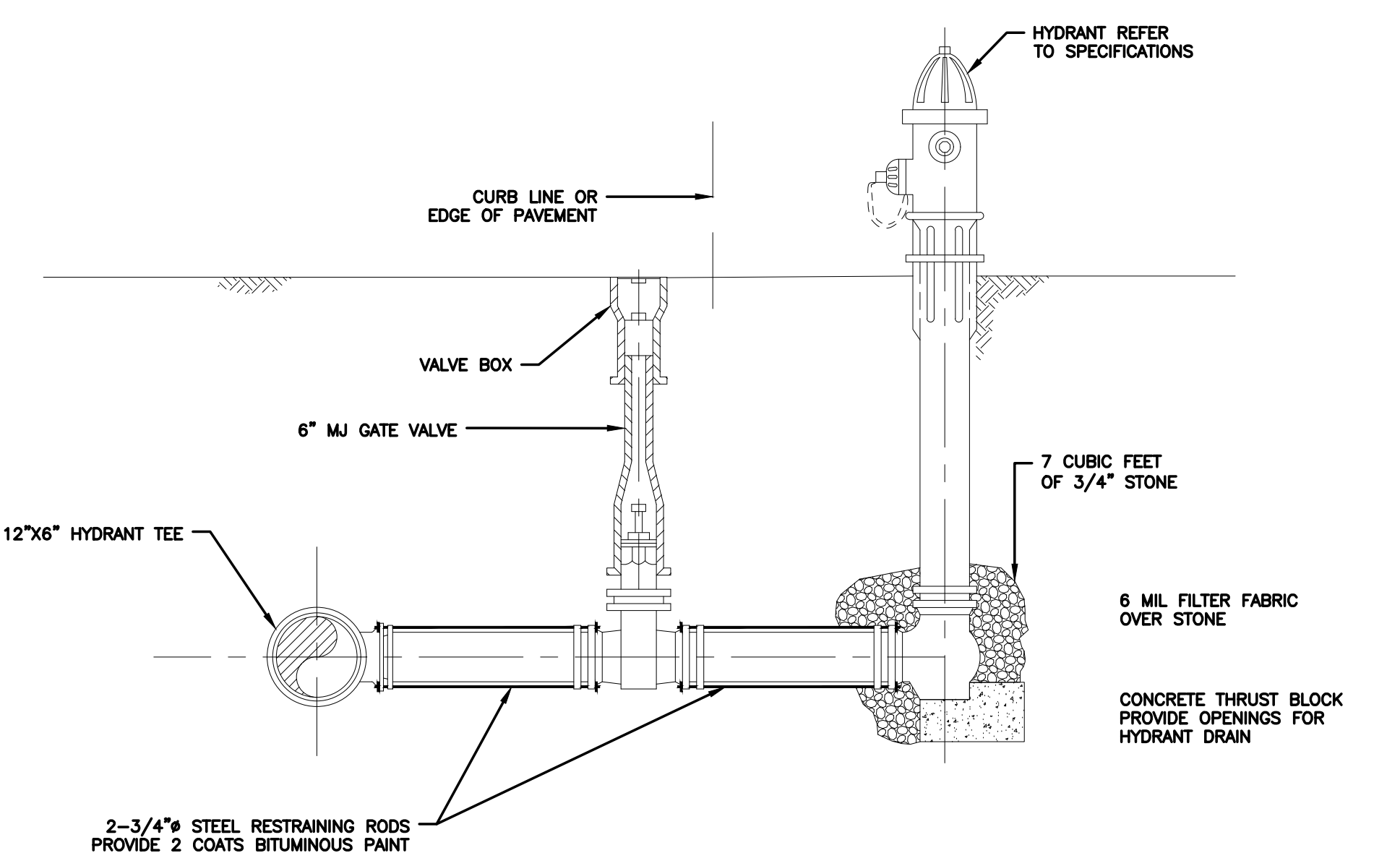


6 MANUAL AIR RELEASE VALVE MANHOLE DETAIL
NTS



- NOTES:**
- WATER MAIN MAY BE LOOPED ABOVE OBSTRUCTION IF 4.5' MINIMUM COVER IS MAINTAINED ABOVE MAIN.
 - WATER MAIN SHALL BE DUCTILE IRON CEMENT LINED PIPE. ALL JOINTS SHALL BE OF THE BOLTLESS RESTRAINED JOINT TYPE.
 - ALL WATER MAINS AND SANITARY OR INDUSTRIAL SEWER LINES SHALL BE SEPARATED BY A HORIZONTAL DISTANCE OF 10 FEET. IF SUCH LATERAL SEPARATION IS NOT POSSIBLE, THE WATER AND SEWER LINES SHALL BE IN SEPARATE TRENCHES (STEP TRENCHES ARE PROHIBITED) WITH THE TOP OF THE SEWER LINE AT LEAST 18 INCHES BELOW THE BOTTOM OF THE WATER MAIN OR WITH SUCH OTHER SEPARATION EXPRESSLY APPROVED BY THE DEPARTMENT. AT CROSSINGS OF SEWER LINES AND WATER MAINS, THE TOP OF THE SEWER LINES SHALL BE AT LEAST 18 INCHES BELOW THE BOTTOM OF THE WATER MAIN (SEWER SERVICE LATERALS ARE NOT SUBJECT TO THIS REQUIREMENT). IF SUCH VERTICAL SEPARATION IS NOT POSSIBLE, THE SEWER LINE SHALL BE OF WATERTIGHT CONSTRUCTION (I.E. DUCTILE IRON OR REINFORCED CONCRETE PIPE), WITH WATERTIGHT JOINTS THAT ARE A MINIMUM OF 10 FEET FROM THE WATER MAIN.
 - WHERE WATER MAIN IS LOOPED BELOW SEWERS, ENCASE WATER MAIN IN CONCRETE 6" THICK.

3 UTILITY BY-PASS
NTS



7 FIRE HYDRANT DETAIL
NTS

NOTES - OWNER TO FURNISH MATERIALS FOR FIRE HYDRANT ASSEMBLY FOR CONTRACTOR INSTALLATION



REVISIONS	REVISIONS
1 PERMIT SET ATE 11/3/2023	

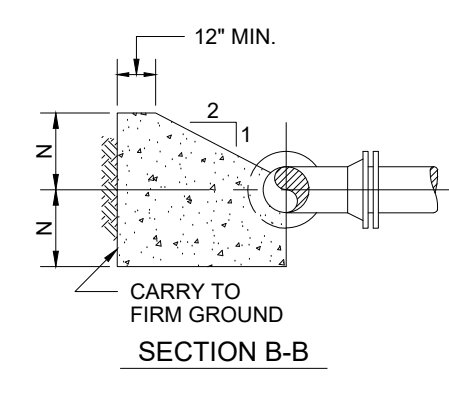
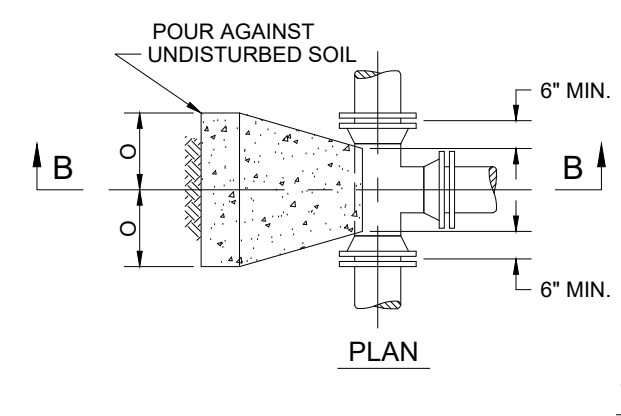
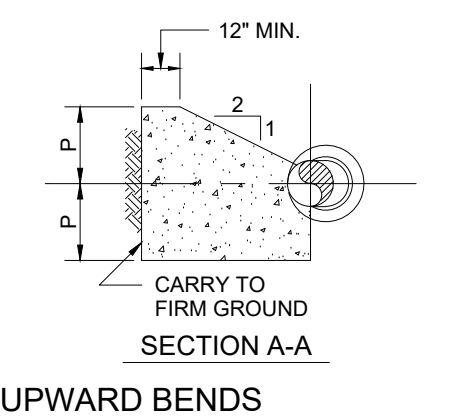
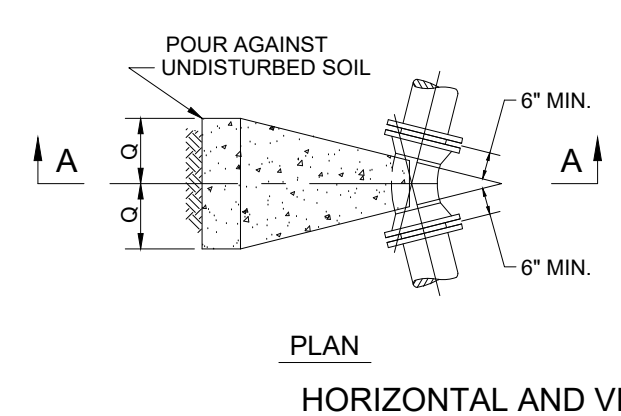
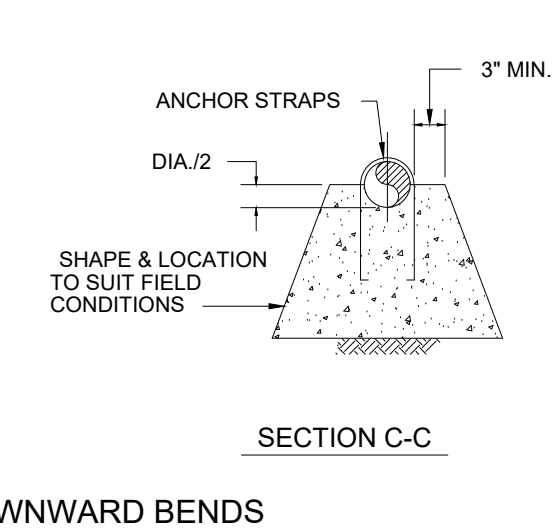
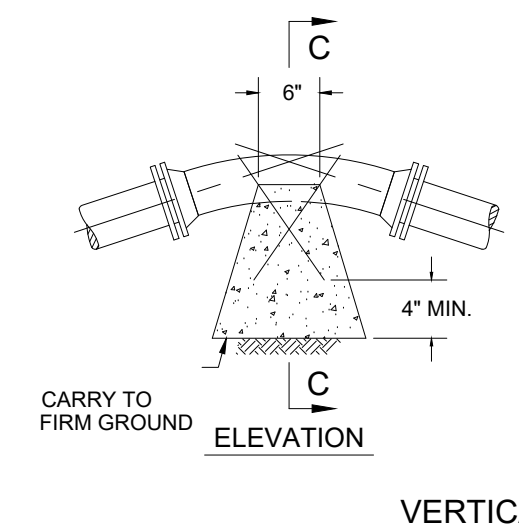
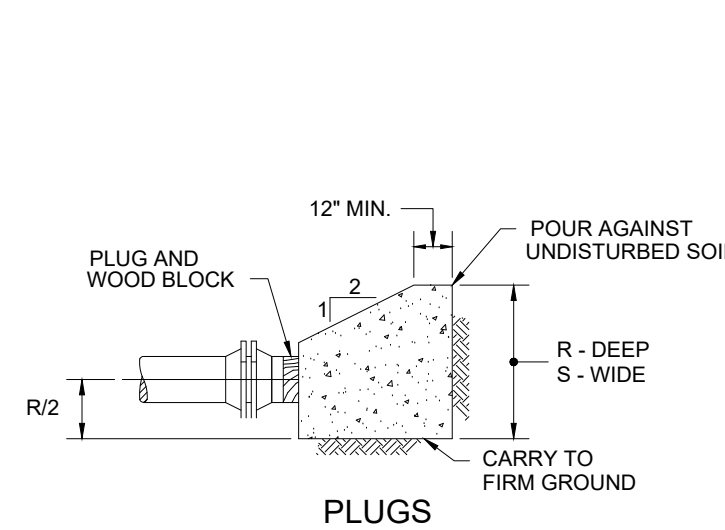


AMY PALAMARA
REGISTERED PROFESSIONAL ENGINEER
NO. 087746
12/08/23
PA LICENSED PROFESSIONAL ENGINEER
NO. PE087746

AMERICAN WATER ENGINEERING
1 WATER STREET
CAMDEN, NJ 08102
AMERICAN WATER
DRAWN BY A. EDWINS
PROJECT ENGR A. PALAMARA
DATE NOVEMBER 2023
PROJECT

WYOMISSING HIGH GRADIENT IMPROVEMENTS CIVIL DETAILS SHEET

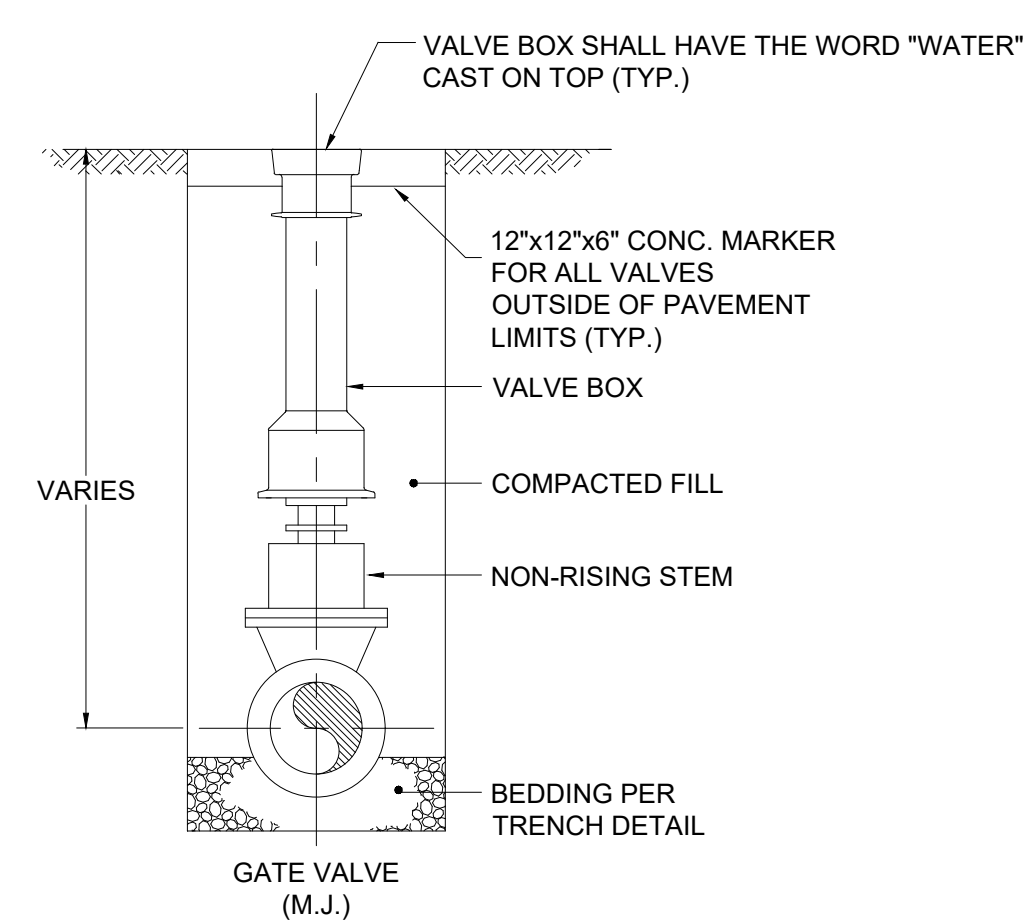
SINKING SPRING, PA	USE APPROVED DRAWINGS ONLY FOR CONSTRUCTION PURPOSES	PERMIT SUBMITTAL	124-630009-C16
USE DIMENSIONS ONLY SCALE AS SHOWN			



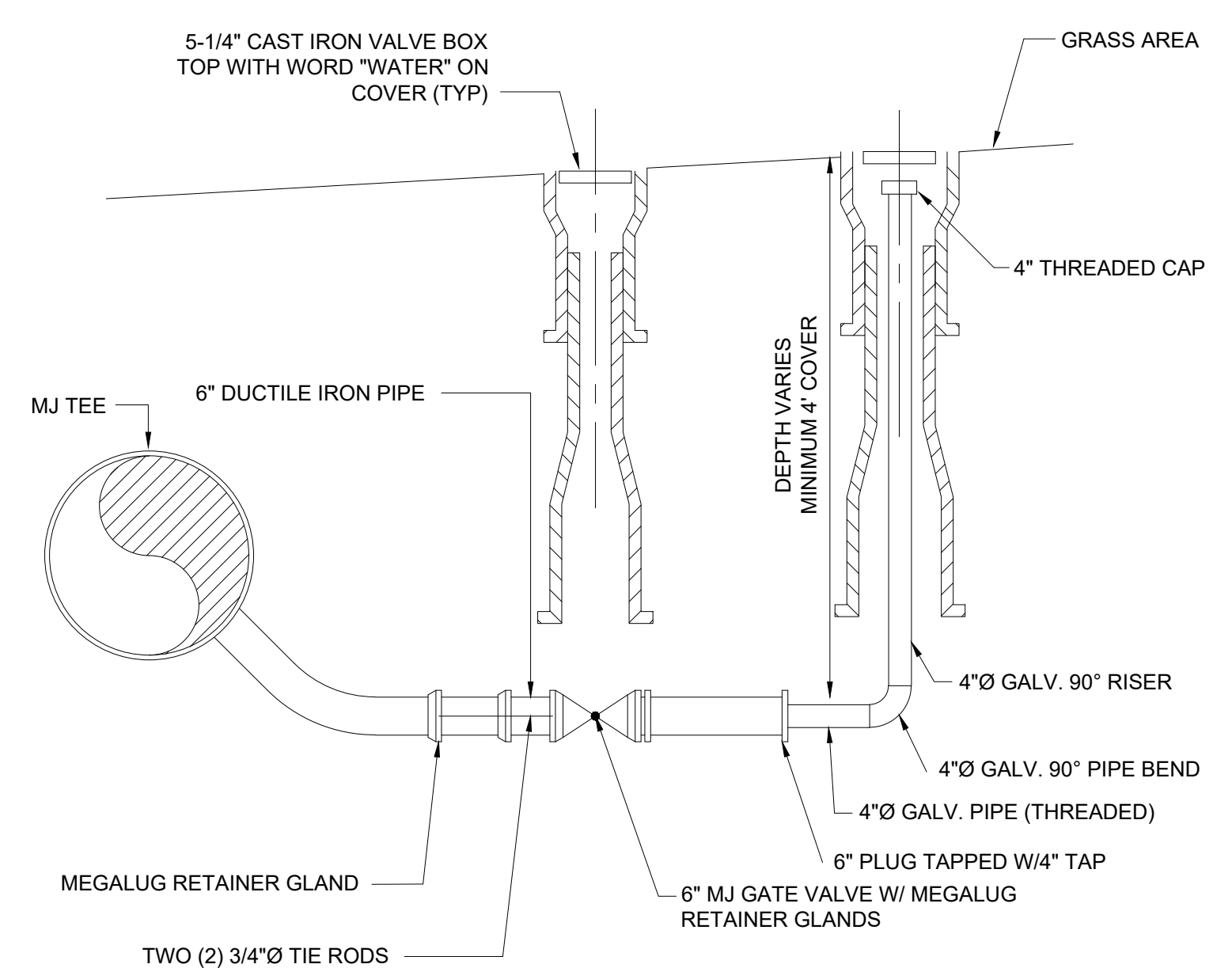
THRUST BLOCKS FOR TEES, HORIZ. & VERTICAL BENDS AND PLUGS					
DESCRIPTION	DIMENSION	6"Ø	8"Ø	12"Ø	
TEES	N	1'-0"	1'-3"	1'-6"	
	O	1'-4"	1'-10"	3'-3"	
90° BENDS	P	1'-0"	1'-3"	1'-6"	
	Q	1'-4"	1'-10"	3'-3"	
45° BENDS	P	0'-9"	1'-0"	1'-3"	
	Q	1'-0"	1'-3"	2'-2"	
22½° BENDS	P	0'-8"	0'-9"	1'-0"	
	Q	0'-9"	0'-11"	1'-4"	
11½° BENDS	P	0'-5"	0'-6"	0'-8"	
	Q	0'-6"	0'-8"	1'-1"	
VERTICAL DOWNWARD	45° BENDS	MIN. CONC. ANCHORAGE	1.4 CY	2.5 CY	5.2 CY
	22½° BENDS	MIN. CONC. ANCHORAGE	0.7 CY	1.3 CY	2.6 CY
VERTICAL UPWARD	45° BENDS	MIN. CONC. ANCHORAGE	1.4 CY	2.5 CY	5.2 CY
	22½° BENDS	MIN. CONC. ANCHORAGE	0.7 CY	1.3 CY	2.6 CY
PLUGS	R	2'-0"	2'-6"	3'-0"	
	S	2'-8"	3'-8"	6'-6"	

THRUST BLOCKS DESIGNED FOR 200 LB. PER SQ. IN. TEST PRESSURE AND 2000 LB. PER SQ. FT. SOIL PRESSURE. PLASTIC SHEETING SHALL BE PLACED AROUND THE WATER MAIN PRIOR TO THE PLACEMENT OF THE THRUST BLOCK.
 * MINIMUM CONCRETE ANCHORAGE WITHOUT BACKFILL AND NO GROUND WATER CONDITION

8 THRUST BLOCK DETAILS
NTS



9 BURIED VALVE INSTALLATION DETAIL
NTS



10 BLOWOFF VALVE DETAIL
NTS



REVISIONS	REVISIONS
1 PERMIT SET ATE 11/3/2023	△
△	△
△	△
△	△
△	△



AMY PALAMARA
 COMMONWEALTH OF PENNSYLVANIA
 REGISTERED PROFESSIONAL ENGINEER
 No. 087746
 12/08/23
 PA LICENSED PROFESSIONAL ENGINEER
 NO. PE087746

AMERICAN WATER ENGINEERING
 1 WATER STREET
 CAMDEN, NJ 08102
 AMERICAN WATER
 DRAWN BY A. EDWINS
 PROJECT ENGR A. PALAMARA
 DATE NOVEMBER 2023
 PROJECT

WYOMISSING HIGH GRADIENT IMPROVEMENTS
 CIVIL
 DETAILS SHEET

SINKING SPRING, PA	USE APPROVED DRAWINGS ONLY FOR CONSTRUCTION PURPOSES	PERMIT SUBMITTAL	124-630009-C17
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**In Re: Application Of Pennsylvania American Water Company For Approval Of The
Alteration Of The Crossing AAR#274 By The Installation Of Jack And Bore Where
Montello Road Crosses Below Grade The Tracks Of East Penn Railroad, Located In
Spring Township, Berks County, Pennsylvania**

Checklist Item 5

The unsigned agreement and correspondence showing Berks County, Spring Township and
Spring Township Municipal Authority have been Served

Amy Palamara

From: ssampson <ssampson@reltekservices.com>
Sent: Thursday, December 21, 2023 5:08 PM
To: Amy Palamara
Subject: agreement between Pennsylvania American Water & East Penn Railroad, LLC
Attachments: revised agreement.pdf

You don't often get email from ssampson@reltekservices.com. [Learn why this is important](#)

Good Afternoon Amy,

Attached please find a PDF of the subject crossing agreement. Please have the agreement printed in TRIPLICATE, single sided and have it witnessed and executed on behalf of Pennsylvania American Water. **Do not date** the agreements. The railroad will date the agreements when they execute them.

After execution, kindly return the three originals to me, accompanied by the following:

- 1) a check in the amount of \$2,250.00, payable to ReLTEK, for final document preparation and processing fees
- 2) a check in the amount of \$500.00, payable to the East Penn Railroad for engineering review
- 3) a CG 24 17 endorsement "Contractual Liability - Railroads" as stipulated in Section 11.1(i)
- 4) a certificate of general liability insurance, naming the railroad as additional insured, as stipulated in and in compliance with Section 11.1. The railroad should be listed in the "certificate holder" portion of the Acord form as follows:

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

In the description field on the Acord form, the following comments should be inserted:

The East Penn Railroad, LLC, as certificate holder, is additionally insured with regards to a 12" underground water pipe, as located in the Township of Spring, County of Berks, Commonwealth of Pennsylvania, as described in the license agreement between the parties. Coverage described includes a waiver of subrogation per contract requirements.

The entire package should be returned to me at:

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

Upon receipt of all of the above, we'll arrange for counter-execution by the railroad.

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

Regards,

Steve Sampson
Contract Administrator
ReLTEK, LLC

AGREEMENT NO. _____

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

THIS LICENSE AGREEMENT (the "Agreement"), made this ____ day of _____, 20__ between **East Penn Railroad, LLC**, a Delaware limited liability company, having an address at 505 South Broad Street, Kennett Square, PA 19348 (the "Railroad") and **Pennsylvania American Water**, a Pennsylvania corporation, having an address at 171 West Johnson Highway, Norristown, PA 19401 (the "Licensee")

WITNESSETH:

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

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

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

1. PROPERTY:

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

2. FACILITIES

2.1 The Railroad, insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of the Licensee to be kept and performed, in a manner satisfactory to the Railroad, hereby permits the Licensee to construct, use, inspect, maintain, repair, renew and ultimately remove a 12” ductile iron carrier pipe encased in a 24” steel casing pipe, for the transmission of water, at a normal operating pressure of 82 psi, at a depth of 6’-8” below the rails, crossing under and across the Property of the Railroad’s Lancaster Northern Branch, at Milepost 0+4846 Feet (MP 0.92), Valuation Station 48+46, Latitude 40.313067°, Longitude -76.039319°, Valuation Map V42P/2, located within the confines of Montello Road (T-381), AARDOT No. 591558K, under the jurisdiction of the Township of Spring Public Works Department, in the Township of Spring, County of Berks, Commonwealth of Pennsylvania, in strict accordance with a drawing labeled “Wyomissing High Gradient Improvements Civil Plan and Profile”, drawing dated November, 2023, submitted by the Licensee to and approved by the Railroad (“Construction Plan”), attached hereto and made a part of this Agreement; also in accordance with current issues of the Railroad’s Specifications as amended from time to time for such crossings (all and any part thereof being hereafter referred to as the "Facilities").

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

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

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

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

3. CONSIDERATION FEE

3.1 No rental will be ascribed to this agreement as the occupancy is wholly within the public right of way of Montello Road (T-381).

4. RULES and REGULATIONS

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

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

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

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

5. CONSTRUCTION

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

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

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

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

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

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

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

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

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

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

6. MAINTENANCE

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

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

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

7. RELOCATION OF LICENSE FACILITIES

7.1 The Licensee shall, within thirty (30) days at its sole cost and expense, upon request in writing of the Railroad, change the location or construction of the Facilities covered by this Agreement,

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

8. BILLING

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

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

9. TAXES

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

10. LIABILITY

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

10.2 The Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless the Railroad from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the Railroad may directly or

indirectly suffer, sustain or be subjected to by reason or on account of the construction, placement, attachment, presence, use, inspection, maintenance, repair, alteration, renewal, relocation or removal of the Facilities in, on, about or from the Property whether such losses and damages be suffered or sustained by the Railroad directly or by its employees, patrons or licensees, or be suffered or sustained by other persons or corporations, including the Licensee, its employees and agents who may seek to hold the Railroad liable therefor, and whether attributable to the fault, failure or negligence of the Railroad or otherwise, except when proved by the Licensee to be due directly to the sole negligence of the Railroad.

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

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

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

11. INSURANCE

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

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

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

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

11.2 The following general insurance requirements shall apply:

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

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

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

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

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

Fax: (610) 925-0135

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

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

11.3 The Railroad may require the Licensee to purchase additional insurance if the Railroad reasonably determines that the amount of insurance then being maintained by the Licensee is insufficient in light of all relevant factors. If the Licensee is required to purchase additional insurance, the Railroad will notify the Licensee. Failure of the Licensee to comply within thirty (30) days shall be considered a default subject to Section 13.

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

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

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

12. EFFECTIVE DATE AND TERMINATION

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

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

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

13. DEFAULT

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

14. SUCCESSORS

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

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

15. WAIVER

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

16. NOTICES

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

If to the Railroad:

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

With copy to:

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

If to the Licensee:

Pennsylvania American Water
171 West Johnson Highway
Norristown, PA 19401

17. ENTIRE AGREEMENT

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

18. PARTIAL INVALIDITY

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

19. TITLE; NO REPRESENTATIONS

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

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

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

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

20. THIRD PARTY BENEFICIARY

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

21. GOVERNING LAW

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

22. EXHIBITS AND ADDENDA

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

23. HEADINGS

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

24. TERMINOLOGY

24.1 The term "Railroad," shall include the respective subsidiaries and affiliates of the Railroad and the directors, officers, agents and employees of the Railroad or such subsidiaries and affiliates. The term "Railroad" shall also include any company (its respective subsidiaries, affiliates, directors, officers,

agents and employees) whose tracks, right-of-way, or other land or air space at the location of the Facilities is leased to or operated by the undersigned Railroad.

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

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

25. CONDEMNATION

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

26. PENNSYLVANIA PUBLIC HIGHWAY OCCUPANCY

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

(signature page follows)

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

WITNESS:

EAST PENN RAILROAD, LLC
Railroad

BY: _____
Karen Kuivinen, Manager Real Estate/Contracts

WITNESS:

PENNSYLVANIA AMERICAN WATER
Licensee

BY: _____

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

Print/Type Name: _____

Print/Type Title: _____

Tax ID No. _____

This document was prepared by:

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