

Fed. ID No. 25-0718810

MPMS No. 112528

Agmt No. FE3020297

THIS AGREEMENT, number FE3020297, made and entered into this ____ day of _____, 2020, by and between the TOWNSHIP OF CRANBERRY in the Commonwealth of Pennsylvania, hereinafter referred to as TOWNSHIP,

And

PENNSYLVANIA POWER COMPANY, with its principal place of business located at 233 Frenz Drive, New Castle, Pennsylvania, hereinafter referred to as UTILITY.

WITNESSETH

WHEREAS, the TOWNSHIP is about to undertake a highway construction project located on State Route 3020 from Haine School Road to Commonwealth Drive, located in Cranberry Township, Butler County, Pennsylvania; and,

WHEREAS, this highway project will require the adjustment of certain UTILITY's facilities, portions of which are presently located outside the existing public right of way; and,

WHEREAS, the TOWNSHIP has notified and will require the UTILITY to adjust certain facilities to accommodate the highway project and has agreed to enter into this agreement with the UTILITY to contribute toward the expense of the adjustment of those existing facilities for which the UTILITY has a real property interest compensable under the law of eminent domain.

NOW, THEREFORE:

In consideration of the foregoing premises and the mutual covenants hereinafter contained and with the intent to be legally bound hereby, the Parties agree as follows:

FIRST – That the UTILITY will adjust its facilities consisting of electric facilities, together with fitting and appurtenances thereto at Station 602+69, on Haine School Road, and between Station 169+23 and Station 200+33, on State Route 3020, in the Township of Cranberry, Butler County, in the manner and at the location approved by the TOWNSHIP at an estimated cost of Two hundred Thirty-four Thousand Six hundred Thirty-eight and 24/100 (\$234,638.24) dollars, 90.00 per centum of which cost is estimated to be attributable to relocation of those facilities located within public right of way and 10.00 per centum to facilities located outside public right of way. Detailed cost estimates and plans showing the adjustment of the UTILITY's facilities are incorporated herein by reference and made a part hereof, copies of said plan being in possession of the Parties.

SECOND – That upon completion of the work contemplated by this Agreement, within an estimated Forty-five (45) calendar days of authorization by the TOWNSHIP to proceed with such work, and in accordance with the current 23 Code of Federal Regulations, Part 645, Subpart A, of the Federal Highway Administration, the provisions of which are incorporated herein by reference, the UTILITY shall certify to the TOWNSHIP the actual and related indirect costs thereof, in accordance with a work order accounting procedure prescribed by the Federal or State regulatory body. The TOWNSHIP shall certify said costs and pay to the UTILITY that portion of aforesaid adjustment cost attributable to relocation of those facilities located outside public right of way, which portion is estimate to constitute 10 per centum of the total adjustment costs, exclusive of betterments and charges for interest on construction money, which amount is estimated to be Twenty-three thousand Four hundred Sixty-three and 82/100 (\$23,463.82) dollars.

THIRD – That the UTILITY shall remit all final costs within 365 calendar days following completion of the work. If UTILITY fails to submit costs within 365 days following completion of the highway project, the actual cost paid to the UTILITY to date by the TOWNSHIP will be considered final payment. If the UTILITY is unable to submit its final bill within 365 calendar days following written notice of the completion of the highway project, the UTILITY may file a written request to the TOWNSHIP, within said 365 days, seeking a limited extension of time within which to submit a final bill. A request for extension of time may be granted at the discretion of the TOWNSHIP.

FOURTH – The UTILITY agrees to maintain and provide, in any applicable contracts entered into to effect a portion of this relocation, that its contractors will also maintain all books, documents, papers, accounting records and other evidence pertaining to cost proposals and estimates and to costs incurred, and to make such materials available at their respective offices at all reasonable times for a period of not less than three (3) years from the date final reimbursement payment has been received by the UTILITY, for the purpose of examination by representatives of the TOWNSHIP.

FIFTH – It is agreed that any delay in completion of the work outlined in Paragraph First, or any portion thereof, which is occasioned by failure of the TOWNSHIP or its contractor to do other work which, by the nature of its relationship thereto, must be accomplished prior to the aforesaid work outline in Paragraph First, shall not be chargeable to the time limit specified in Paragraph Second.

SIXTH – It is further agreed that if, for any reason, the highway construction project referred to herein shall be cancelled, abandoned, or revised, in such a manner that the work described in Paragraph First of this Agreement should no longer be required, then in such event, the only amount which will be payable to the UTILITY will be the actual and related indirect costs of the UTILITY of the said cancellation, abandonment or revision, plus any additional expenses incurred by the UTILITY in restoring its system to normal operating conditions.

IN WITNESS WHEREOF, the TOWNSHIP and the UTILITY have caused this Agreement to be duly executed, ensealed and attested by their proper officials, pursuant to due and legal action authorizing the same to be done, the day and year first above written:

ATTEST:

PENNSYLVANIA POWER COMPANY

BY _____

SIGNATURE

DATE

SIGNATURE

DATE

Assistant Corporate Secretary

Vice-President & Treasurer

TITLE

TITLE

ATTEST:

TOWNSHIP OF CRANBERRY

BY _____

SIGNATURE

DATE

SIGNATURE

DATE

TITLE

TITLE