



GAS PIPELINE
Transco

Purchase and Construction Agreement

July 23, 2021

Bethlehem Authority
Attn: Stephen Repasch, Executive Director
10 East Church Street, Rm B-311
Bethlehem, PA 18018

Re: Transcontinental Gas Pipe Line Company, LLC (Transco)
Proposed Regional Energy Access Expansion project
Federal Energy Regulatory Commission (FERC)
FERC Docket Number CP21-94
Monroe County, PA

Dear Mr. Repasch:

This letter is to confirm our understanding and assurance to you, hereinafter called Grantor, that Transcontinental Gas Pipe Line Company, LLC, hereinafter called Grantee, agrees as follows:

Concurrently herewith, you are executing a License Agreement covering your lands in Monroe County, Pennsylvania. This Agreement, together with the License Agreement, constitute the entire agreement and understanding of Grantor and Grantee with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal statements or agreements.

1: Offer of Payment and Determination of Value:

A: 20/7/1/17-1 – EL-PA-MO-0466

Total Area of Disturbance: 10.3 acres

Area of License Area (LA)

Calculation: 5.42 acres x \$5,100.00 per acre = \$(100% valuation) = \$27,642

Area of Temporary Workspace (TWS/ATWS/DPE)

Calculation: 4.88 acres x \$5,100.00 per acre = \$ (10% valuation) = \$2,489

Advance General Damages

General: \$45,197



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Advance Unspecified Damages

Unspecified: \$45,196

Total Compensation for A:

\$120,524 is payable to Grantor at the time of execution of the Documents.

Additional Purchase Price Calculation

Future design changes may necessitate an adjustment to the Area of Disturbance granted in the Agreement, in which case an Amendment to this Agreement (“Amendment”) will need to be executed, provided the Amendment is acceptable to Grantor. Grantor agrees to promptly execute an Amendment upon request by Grantee. Grantor and Grantee agree that compensation will be paid at the standard per acre rate agreed upon at the time of the execution of the Agreement. Additional compensation is due from Grantee to Grantor if the additional overall land acreage increases. No additional compensation will be due from Grantee to Grantor if the total land Area of Disturbance decreases. No compensation refund will be due from Grantor to Grantee in any case.

Agreement and Construction Stipulations:

1: Miscellaneous Costs and Fees: Transcontinental Gas Pipe Line Company, LLC, Grantee, will pay for all permit costs, transfer taxes and recording fees associated with the construction and maintenance of this pipeline.

2: Trench De-Watering: If Grantee encounters conditions in the Area of Disturbance that cause the area to fill with water and will impede construction of the pipelines and/or appurtenant facilities, Grantee may install temporary de-watering systems, with associated equipment and temporary berms, upon the Property that lies appurtenant or adjacent to the Area of Disturbance. Said equipment will remove excess surface or subsurface water from the Area of Disturbance by carrying the surface or subsurface water across the Property to a location where the water can be discharged. Grantor shall be compensated for the installation of the de-watering system upon the Property at a cost of \$500.00 per temporary system installation. Grantee shall be responsible for restoring all areas affected by or used in accordance with the installation of the de-watering system to a condition as near as reasonably possible to their prior condition.

3: PENNDOT and Municipal Permits: Grantee acknowledges that they may be required to sign PENNDOT or municipal driveway permit applications in order to facilitate the construction of the pipeline and appurtenant access roads or travel lanes. Grantor shall promptly execute any documents that are necessary for such purposes.



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4: PADEP Permits: Grantor acknowledges that the above referenced property may be subject to an Erosion and Sediment Control General Permit (ESCGP) which would be issued to Grantee from the Pennsylvania Department of Environmental Protection. The permit would identify certain post construction stormwater best management practices (PCSM BMP's) that would be required to be maintained by PADEP regulations. Grantor hereby agrees to transfer all PCSM BMP maintenance obligations to Grantee and will promptly execute any documents that may be required for such purposes, and Grantee agrees to assume those maintenance obligations at its sole cost and expense.

5: Utility Relocation: Grantor acknowledges that utility relocation may be necessary in order to facilitate the construction of the pipeline. Grantor shall promptly execute any documents that may be necessary to facilitate the relocation of any applicable utilities.

6: Underground Systems: Grantee will repair or replace any identified underground systems, including drain tiles, irrigation pipes, utility cables, etc., damaged by Grantee's construction activities. Grantor and Grantee have identified that the following underground systems exist: (insert items as applicable)

7: License Agreement Renewal: The license fee for the primary term of the License Agreement shall be **\$120,524**. The license fee for each renewal term shall be **\$62,500** for 25-year term.

Grantee and Grantor acknowledge acceptance of these terms by executing this letter on the appropriate lines, below.

Yours very truly,

Frank Stramowski
Lead Supervisor

Purchase and Construction Agreement Accepted:

Bethlehem Authority

BY: _____

Date _____