

TROY BOROUGH COUNCIL
MEETING MINUTES
SEPTEMBER 26, 2024

09/26/24

3:30 pm

TROY SALE BARN 50 BALLARD ST.

Call to Order: Jason Hodlofski, President

Flag Salute

1. Minutes Approval

- **August 29, 2024**

Steve Lambert made a motion to approve the minutes as presented. John Raub seconded and the motion passed by unanimous voice vote

2. Paid Bills 07/25/24 - 08

- General ledger \$ 140,039.50
- Highway Aid \$ 34,934.27

John Raub made a motion to approve the paid bills Christopher O'Connor seconded and the motion passed by unanimous voice vote.

3. President / Managers Report

General Government

- East Main Street Paving Project

Manager close reported

The project is completed with a significant, but not complete reduction of water coming across the intersection. Complete restructuring including base would be required for this. Total project cost was \$69,868.54 ½ out of LF leaving a balance of \$92,215.50 and ½ out of ACT 13 Account leaving a balance of \$225,574.35

- Pol & NU Pension Plans Act 44 Disclosure

Chapter 7A of ACT 44 requires that all pension contractors submit an annual disclosure to their public sector pension clients. This is to show there is no conflict of interest between the contractor and its employees and the public sector client. We have received the disclosure from Conrad Siegel and it will be filed with our pension records as required.

- Massey Ferguson Sale Resolution

To sell Borough owned equipment Council is required to authorize the sale by way of a resolution. The sale is to be by public auction. The resolution is currently under review by our Solicitor. Council has previously approved the sale and base sale amount. I would ask Council to vote to approve Council President and the Manager to review and approve the Resolution after Solicitor review so we can move forward with the auction sale.

Steve Lambert made a motion to approve. Motion was seconded by Timothy Bruce and passed by unanimous voice vote.

- PD PT Hire Update

Waiting for state police background check and firearms qualification.

- Grass Clippings Street Ordinance is still under review

- Bridge Funding YTD

The total YTD funding is \$176,689.46. Overall funding is \$302,949.24

- Halloween Parade / Trick-or-Treat

- The permit for the Halloween parade has been submitted to Penn-Dot. The parade date and time is 10-31-24 @ 6:00 PM. Trick-or-Treat is scheduled to follow from 6:30 to 7:30. Christopher O'Connor made a motion to approve the parade and Trick-or-treat. Motion was seconded by John Raub
And passed by unanimous voice vote.
- **Oil & Gas Lease**
The Borough has been offered a Non-Surface Lease for 7 parcels in the Borough some General, Some Water, amounting to 7.06 Achers more or less. The lease offer for Water is \$1,240.00 at 15% Royalty. The lease offer for General is \$7,60.00 at 15% Royalty. The lease Agreements are under review by our Solicitor. Once the no-financial portions of the lease are agreed to I would ask Council to approve the Manager and President of Council to negotiate the lease/Royalty portion with final agreement being brought back to Council for final approval.
John Raub made a motion to follow this recommendation Steve Lambert seconded and the motion passed by unanimous voice vote
- **LF Allocation**
The Bureau of Municipal Services has announced that the Municipal Liquid Fuels Allocation for Troy Borough for 2025 is \$39,654.99. This allocation is usually received March 1st of each year considering the Borough completes the MS-965 report to PennDot, the Survey of Financial Condition to DCED and the Report of Appointed and Elected Officials to DCED by February 13, 2025 to be Certified.
- **Per Capita / occupation Tax**
The Bradford County Assessment Office is considering passing the service of creating and maintaining the per-capita and occupation tax rolls back to the entity that receives the funds. The Local Tax Enabling ACT places the burden of creating and maintaining the list on the Subdivisions and Municipalities that collect the tax when these transfer. If this happens, we have options. The Borough may choose to maintain our own tax roll in our system or we can contract out to a company who can meet our specific needs (such as Berkheimer). Another option would be to not charge these taxes and increase the Real Estate millage rate to reflect the difference. William Hawrylo our local tax collector presented Council with information regarding those tax revenues
President Hodlofski tabled any action pending further review
- **Room Tax Grant**
The Troy Borough Chamber of Commerce would like to apply for a grant through the Bradford County Tourism Agency to fund putting together a full-color brochure for Troy with photos and ads for the businesses. The Chamber has sent a request out to the businesses in Troy and 33 businesses have replied that they were interested in participating. To apply the Borough needs to sponsor the grant with a letter of sponsorship and our 2022 audited financial report.
Timothy Bruce made a motion to provide the letter and audit. Christopher O'Connor seconded and the motion passed by unanimous voice vote

Sewer Dept.

- **WWTP Expansion NOA**
Notice of Award has been issued to the contractor. The Insurance Certification, Payment Bond and Performance Bond have been provided to the Borough from the contractor. The Notice to Proceed will be issued with start date and completion date.
- **Generator Repair**

After service work was completed on the WWTP generator it has been recommended that the batteries be replaced. Cost is \$2,122.22.

Steve Lambert made the motion to go forward with the replacement Christopher O'Connor seconded. The motion passed by unanimous voice vote.

Water Dept.

- **Plant Floor Project**

This project is complete with the exception of operational switches for the chlorine room fan.

- **Transfer Switch @ well House**

The second bid was not submitted. The first bid was in the amount of \$6,675.00.

Authorize to move ahead with bid in hand? John Raub made the motion to except the bid. The motion was seconded by Christopher O'Connor and passed by unanimous voice vote.

- **LSA Statewide Grant**

Tina Randall updated Council on grant preparation status

- **Natgin Tank Clean & Insp.**

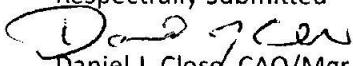
Recommendations made after inspection, recognizing that Monitor/Repair are recommendation. In the event that something was identified as immediate it would be listed as serious or critical.

Monitor/ Repair: exterior settling cracks with efflorescence & spalling noted, exterior coating failure with corrosion noted, interior coating failure with corrosion noted, interior uniform surface corrosion noted, install a water mixer. We will receive a video of the inspection within a few weeks. I will review this with our engineer for recommendations.

- **SCADA System**

Waiting for quote and license from Long Communications

Respectfully Submitted


Daniel J. Close, CAO/Mgr.

TROY BOROUGH
Bank Account Register

GENERAL FUND CHECKING

August 29, 2024 - September 23, 2024

Date	Reference	Payee ID	Description	Checks/ Payments
08/29/24	23801	WAR	WARNER TRACTOR & EQUIPMENT, INC.	19.88
08/29/24	23802	MOU	MOUNTAIN LAKE ELECTRIC	1,489.54
08/29/24	23803	UNI	UNIFIRST CORPORATION	52.47
08/29/24	23804	GPU	PENELEC	1,206.12
08/29/24	23805	FAIR	PACE ANALYTICAL SERVICES, LLC	222.30
08/29/24	23806	SCT	SCT COMPUTERS	70.00
08/29/24	23807	HOR	HORTON ELECTRIC MOTOR SERVICE INC	4,240.00
08/29/24	23808	DWP	DON WHITE PAYROLL SERVICES	7,378.90
08/29/24	23809	VER	VERIZON WIRELESS	169.30
08/29/24	23810		HESS FARM EQUIPMENT	5,949.00
09/06/24	23811	UNI	UNIFIRST CORPORATION	52.47
09/06/24	23812	GPU	PENELEC	33.20
09/06/24	23813	GPU	PENELEC	25.27
09/06/24	23814	GPU	PENELEC	49.45
09/06/24	23815	GPU	PENELEC	99.93
09/06/24	23816	GPU	PENELEC	1,426.74
09/06/24	23817	GPU	PENELEC	1,356.70
09/06/24	23818	SBI	SNYDER BROTHERS INC.	25.15
09/06/24	23819	SCT	SCT COMPUTERS	419.80
09/06/24	23820	PTROY	PENN-TROY MACHINE CO.	1,800.00
09/06/24	23821	CUM	CUMMINGS LUMBER CO., INC	75.00
09/06/24	23822	DWP	DON WHITE PAYROLL SERVICES	7,002.23
09/06/24	23823	AND	S. ANDRULONIS ENTERPRISES, LLC	456.18
09/06/24	23824	DANDY	DANDY MINI MARTS, INC.	803.53
09/06/24	23825	YCG	YCG, INC	173.00
09/11/24	23826	DYNA	GENSERVE, INC.	1,335.00
09/11/24	23827	LBW	L/B WATER SERVICE INC	80.00
09/11/24	23828	GPU	PENELEC	212.66
09/11/24	23829	SOE	SWIFT OFFICE EQUIPMENT, INC.	50.00
09/11/24	23830	UGI	UGI UTILITIES, INC	27.50
09/11/24	23831	GPU	PENELEC	1,981.70
09/11/24	23832	FRO	FRONTIER COMMUNICATIONS	150.58
09/11/24	23833	EMP	EMPIRE ACCESS	79.38
09/11/24	23834	EMP	EMPIRE ACCESS	39.38
09/11/24	23835	NAPA	NAPA AUTO PARTS OF WYSOX	19.98
09/11/24	23836	MAC	JOSEPH F McNAMARA, Ph.D.	150.00
09/11/24	23837	BEN	PENNSYLVANIA MUNIC. HEALTH INS. COOP	8,820.84
09/11/24	23838	FAIR	PACE ANALYTICAL SERVICES, LLC	686.60
09/11/24	23839	TAFUL	T A FULMER LLC	4,773.50
09/11/24	23840	UNI	UNIFIRST CORPORATION	52.47
09/11/24	23841	LAR	LARSON DESIGN GROUP, INC.	3,600.00
09/11/24	23842	DWP	DON WHITE PAYROLL SERVICES	6,798.02
09/12/24	23843	STIF	STIFFLER, MCGRAW & ASSOCIATES, INC.	6,551.90
09/12/24	23844	STIF	STIFFLER, MCGRAW & ASSOCIATES, INC.	10,881.83
09/12/24	23845	UGI	UGI UTILITIES, INC	52.99
09/12/24	23846	UNIV	UNIVAR USA INC	3,666.00
09/19/24	23847	TVFR	TROY VOLUNTEER FIREFMEN'S RELIEF ASSO	6,267.03
09/19/24	23848	ABC	ABC SALES & SERVICE	412.34
09/19/24	23849	DON	DONALD WHITE	5,340.00
09/19/24	23850	D3W	D3 WEB DESIGN	45.00
09/19/24	23851	WGM	W.G. MALDEN INC	809.00
09/19/24	23852	SCT	SCT COMPUTERS	157.50
09/19/24	23853	UNI	UNIFIRST CORPORATION	52.47

09/19/24	23854	DWP	DON WHITE PAYROLL SERVICES	7,080.70
09/19/24	23855	ONEAM	AMERICAN UNITED LIFE INS. CO.	256.24
09/19/24	23856	UGI	UGI UTILITIES, INC	52.99
09/19/24	23857	UGI	UGI UTILITIES, INC	25.47
09/19/24	23858	GOH	GLENN O. HAWBAKER INC.-1/2 E MAIN ST	34,934.27
			Totals	140,039.50

Transaction count = 69

TROY BOROUGH
Bank Account Register
HIGHWAY AID CHECKING
August 29, 2024 - September 23, 2024

Date	Reference	Payee ID	Description	Checks/ Payments
09/19/24	1244	GOH	GLENN O. HAWBAKER INC.-1/2 E MAIN ST	34,934.27
				Totals
				34,934.27

Transaction count = 1

Conrad Siegel

September 3, 2024

Mr. Daniel J. Close
Borough of Troy
49 Elmira St.
Troy, PA 16947

Re: Pension Services – Required Disclosure Under Chapter 7-A of Act 44 of 2009

Dear Dan:

Chapter 7-A of Act 44 requires that all pension contractors submit an annual disclosure to their Pennsylvania public sector pension clients. Please find attached the 2024 disclosure form for Conrad Siegel.

You only need to keep this disclosure with your pension records; it does not have to be filed with the State. We will update this form every year. If there are mid-year changes, we will notify you in accordance with Act 44.

If you have any questions or comments, please do not hesitate to contact me.

Respectfully submitted,



Ashley A. Wise, FSA, CERA, EA, MAAA
Partner & Consulting Actuary

Encl.

ACT 44 DISCLOSURE FORM FOR ENTITIES PROVIDING PROFESSIONAL SERVICES TO THE BOROUGH OF TROY PENSION SYSTEM

CHAPTER 7-A OF ACT 44 OF 2009 MANDATES the annual disclosure of certain information by every entity (hereinafter "Contractor") which is a party to a professional services contract with one or more of the pension funds of the above municipality (hereinafter the "Requesting Municipality"). Act 44 disclosure requirements apply to Contractors who provide professional pension services and receive payment of any kind from the Requesting Municipality's pension fund. Conrad M. Siegel, Inc. believes we fall under the requirements of Act 44 and therefore, we are submitting the attached disclosure form.

DEFINITIONS FOR DISCLOSURE

TERM:	DEFINITION:
CONTRACTOR	Any person, company, or other entity that receives payments, fees, or any other form of compensation from a municipal pension fund in exchange for rendering professional services for the benefit of the municipal pension fund.
SUBCONTRACTOR OR ADVISOR	Anyone who is paid a fee or receives compensation from a municipal pension system – directly or indirectly from or through a contractor.
AFFILIATED ENTITY	<p>Any of the following:</p> <ol style="list-style-type: none"> 1. A subsidiary or holding company of a lobbying firm or other business entity owned in whole or in part by a lobbying firm. 2. An organization recognized by the Internal Revenue Service as a tax-exempt organization under section 501(c) of the Internal Revenue Code of 1986 (Public Law 99-514, 26 U.S.C. § 501 (c)) established by a lobbyist or lobbying firm or an affiliated entity.
CONTRIBUTIONS	As defined in section 1621 of the act of June 3 rd , 1937 (P.L. 1333, No. 320), known as the Pennsylvania Election Code.
POLITICAL COMMITTEE	As defined in section 1621 of the act of June 3 rd , 1937 (P.L. 1333, No. 320), known as the Pennsylvania Election Code.
EXECUTIVE LEVEL EMPLOYEE	<p>Any employee or person or the person's affiliated entity who:</p> <ol style="list-style-type: none"> 1. Can affect or influence the outcome of the person's or affiliated entity's actions, policies, or decisions relating to pensions and the conduct of business with a municipality or a municipal pension system; or 2. Is directly involved in the implementation or development policies relating to pensions, investments, contracts or procurement, or the conduct of business with a municipality or municipal pension system.
MUNICIPAL PENSION SYSTEM	Any qualifying pension plan, under Pennsylvania state law, for any municipality within the Commonwealth of Pennsylvania; includes the Pennsylvania Municipal Retirement System.
PROFESSIONAL SERVICES CONTRACT	A contract to which the municipal pension system is a party that is: (1) for the purchase of professional services including investment services, legal services, real estate services, and other consulting services; and, (2) not subject to a requirement that the lowest bid be accepted.

IDENTIFICATION OF CONTRACTORS & RELATED PERSONNEL

CONTRACTORS: (See "Definitions" – page 2) Any entity who currently provides service(s) by means of a Professional Services Contract to the Municipal Pension System of the Requesting Municipality, please complete all of the following:

Identify the Municipal Pension plan(s) for which you are providing information:

Borough of Troy Nonuniformed Employees Pension Plan

Borough of Troy Police Pension Plan

1. Please provide the names and titles of all individuals providing professional services to the Requesting Municipality's pension plan(s) identified above. Also include the names and titles of any advisors and subcontractors of the Contractor, identifying them as such. After each name provide a description of the responsibilities of that person with regard to the professional services being provided to each designated pension plan.

The following individuals are all employees of Conrad M. Siegel, Inc. and provide actuarial or support services to our public sector clients. We do not hire any third-party advisors or subcontractors.

Alex DeHaas	Ezekiel Bugda	Laurie Pardon
Andrew Bigelow	Georgianna Mladenoff	Lyndsey Turner
Ariel Watson	Greg Metzler	Mackenzie Garner
Ashley Wise	Ian Reish	Matthew Southerton
Autumn Weaver	Jacob Jones	McKenzie Miller
Barbara Sherlock	Jeffrey Boyer	Nathan Downes
Brian Graff	Jeffrey Myers	Nicholas Penn
Brian Stine	John McGlynn	Olivia Boyer
Cameron Niemeyer	John Vargo	Scott Gehman
Cassie Khoshnevissan	Jonathan Cramer	Thomas Reese
Cathi Cobb	Joshua Mayhue	Trevor Bare
Charles Eberlin	Kody Kegarise	Whitney Brewbaker
Daniel Hollinger	Krista Mamet	Yvonne Lim
Denise Pierce	Laura Hess	Zachary Jamison
Elizabeth Goodhart	Laura Hrebenak	
Emily Horne	Lauren Frankford	

2. Please list the name and title of any *Affiliated Entity* and their *Executive-level Employee(s)* that require disclosure; after each name, include a brief description of their duties. (See: Definitions)

N/A - Conrad M. Siegel, Inc. is not an Affiliated Entity.

3. Are any of the individuals named in Item 1 or Item 2 above, a current or former official or employee of the Requesting Municipality? IF "YES", provide the name of the person employed, their position with the municipality, and dates of employment.

No.

4. Are any of the individuals named in Item 1 or Item 2 above, a current or former registered Federal or State lobbyist? IF "YES", provide the name of the individual, specify whether they are a state or federal lobbyist, and the date of their most recent registration / renewal.

No.

NOTICE: All information provided for items 1- 4 above must be updated as changes occur.

5. Since December 17th 2009, has the *Contractor* or an *Affiliated Entity* paid compensation to or employed any third party intermediary, agent, or lobbyist that is to directly or indirectly communicate with an official or employee of the *Municipal Pension System* of the Requesting Municipality (OR), any municipal official or employee of the Requesting Municipality in connection with any transaction or investment involving the *Contractor* and the *Municipal Pension System* of the Requesting Municipality?

This question does not apply to an officer or employee of the *Contractor* who is acting within the scope of the firm's standard professional duties on behalf of the firm, including the actual provision of legal, accounting, engineering, real estate, or other professional advice, services, or assistance pursuant to the professional services contact with municipality's pension system. IF "YES", identify: (1) whom (the third party intermediary, agent, or lobbyist) was paid the compensation or employed by the *Contractor* or *Affiliated Entity*, (2) their specific duties to directly or indirectly communicate with an official or employee of the *Municipal Pension System* of the Requesting Municipality (OR), any municipal official or employee of the Requesting Municipality, (3) the official they communicated with, and (4) the dates of this service.

No. Conrad M. Siegel, Inc. does not pay or employ any third party individuals.

6. Within the past two years, has the *Contractor*, or any agent, officer, director, or employee of the *Contractor* solicited a contribution to any municipal official or candidate for municipal office in the Requesting Municipality, or to the political party, or political action committee of that official or candidate?

IF "YES", identify the agent, officer, director or employee who made the solicitation and the municipal officials, candidates, political party or political committee who were solicited (to whom the solicitation was made).

No.

7. Within the past two years, has the *Contractor* or an *Affiliated Entity* made any contributions to a municipal official or any candidate for municipal office in the Requesting Municipality?

IF "YES", provide the name and address of the person(s) making the contribution, the contributor's relationship to the *Contractor*, the name and office or position of the person receiving the contribution, the date of the contribution, and the amount of the contribution.

No.

8. Does the *Contractor* or an *Affiliated Entity* have any direct financial, commercial or business relationship with any official of the Requesting Municipality?

IF "YES", identify the individual with whom the relationship exists and give a detailed description of that relationship. A written letter is required from the Requesting Municipality acknowledging the relationship and consenting to its existence. The letter must be attached to this disclosure. Contact the Requesting Municipality to obtain this letter and attach it to this disclosure before submission.

No.

9. Has the *Contractor* or an *Affiliated Entity* given any gifts having more than a nominal value to any official, employee, or fiduciary of the Requesting Municipality?
IF "YES", provide the name of the person conferring the gift, the person receiving the gift, the office or position of the person receiving the gift, specify what the gift was, and the date conferred.

No.

10. Disclosure of contributions to any political entity in the Commonwealth of Pennsylvania Applicability:
A "yes" response is required and full disclosure is required ONLY WHEN ALL of the following applies:

- a) The contribution was made within the last 5 years
- b) The contribution was made by an officer, director, executive-level employee or owner of at least 5% of the *Contractor* or *Affiliated Entity*.
- c) The amount of the contribution was at least \$500 and in the form of:
 1. A single contribution by a person in (b) above, OR
 2. The aggregate of all contributions all persons in (b) above;
- d) The contribution was for:
 1. Any candidate for any public office or any person who holds an office in the Commonwealth of Pennsylvania;
 2. The political committee of a candidate for public office or any person that holds an office in the Commonwealth of Pennsylvania.

IF "YES", provide the name and address of the person(s) making the contribution, the contributor's relationship to the *Contractor*, the name and office or position of the person receiving the contribution (or the political entity / party receiving the contribution), the date of the contribution, and the amount of the contribution.

None.

11. With respect to your provision of professional services to the Municipal Pension System of the Requesting Municipality:

Are you aware of any apparent, potential, or actual conflicts of interest with respect to any officer, director, or employee of the *Contractor* and officials or employees of the Requesting Municipality?

NOTE: If, in the future, you become aware of any apparent, potential, or actual conflict of interest, you are expected to update this Disclosure Form immediately in writing by:

- Providing a brief synopsis of the conflict of interest (and);
- An explanation of the steps taken to address this apparent, potential, or actual conflict of interest.

IF "YES", Provide a detailed explanation of the circumstances which provide you with a basis to conclude that an apparent, potential, or actual conflict of interest may exist.

No, Conrad M. Siegel, Inc. is not aware of any conflict or potential conflict.

12. To the extent that you believe that Chapter 7-A of Act 44 of 2009 requires you to disclose any additional information beyond what has been requested above, please provide that information below or on a separate piece of paper.

None.

VERIFICATION

I, Ashley A. Wise, FSA, CERA, EA, MAAA, hereby state that I am a Consulting Actuary for Conrad M. Siegel, Inc. and I am authorized to make this verification.

I hereby verify that the facts set forth in the foregoing Act 44 Disclosure Form for Entities Providing Professional Services to the Borough of Troy are true and correct to the best of my knowledge, information, and belief. I also understand that knowingly making material misstatements or omissions in this form could subject the responding Contractor to the penalties in Section 705-A(e) of Act 44.

I understand that false statements herein are made subject to the penalties of 18 P.A.C.S. § 4904 relating to unsworn falsification to authorities.



Signature

9/3/2024

Date

BRIDGE GRANTS

INCOME DATE	INCOME AMT	CHECK #/ACH #	PART #	INVOICE #	EXPENSE DATE	CHECK #
1/10/2024	7655.2	3006004495	PART 1	INV # 13	1/11/2024	23366
1/10/2024	11827.74	3006004495	PART 4	INV # 13	1/11/2024	23367
2/7/2024	9934.22	3006041128	PART 1	INV # 13	2/7/2024	23422
2/7/2024	5786.2	3006041128	PART 4	INV # 13	2/7/2024	23423
3/13/2024	22118.32	3006093432	PART 1	INV # 14	3/13/2024	23487
3/13/2024	19365.25	3006093432	PART 4	INV # 14	3/13/2024	23486
4/10/2024	7428.37	3006130684	PART 1	INV # 15	4/10/2024	23524
4/10/2024	15561.57	3006130684	PART 4	INV # 15	4/10/2024	23525
5/1/2024	13799.01	3006161997	PART 1	INV #17	5/2/2024	23566
5/1/2024	9542.55	3006161997	PART 4	INV #17	5/2/2024	23565
6/17/2024	10739.94	3006266135	PART 1	INV #18	6/24/2024	23668
6/17/2024	6649.03	3006266135	PART 4	INV #18	6/24/2024	23669
7/16/2024	6556.89	3006299236	PART 1	INV #19	7/18/2024	23722
7/16/2024	6884.29	3006299236	PART 4	INV #19	7/18/2024	23723
8/7/2024	13109.26	3006327457	PART 1	INV # 19	8/8/2024	23770
8/7/2024	9731.62	3006327457	PART 4	INV # 20	8/8/2024	23771
TOTAL YTD	176689.46					

OVERALL TD 302949.24

SPECIAL EVENT PERMIT

Processions, Assemblages and Special Activities, and Film Shoots

APPLICANT CONTACT INFORMATION

Contact Name: Bonnie Seeley Title: President
 Organization: Chamber of Commerce Municipal Sponsor Private
 Sponsor Street Address: 1133 West Main St. City: Troy State: Pa. Zip Code: 16947
 Phone: (570) 297-4131 E-mail: BSeeley@myfccb.com Hours: 8:00 AM - 4:00 PM

SPECIAL EVENT INFORMATION

1. Special Event Name: Halloween Parade
2. Special Event Type (Check all that apply): Procession Assemblage Special Activity Film Shoot
3. Special Event Purpose/Description (Attach additional sheet if necessary):
Halloween parade and trick or treat event in Troy Borough, Bradford County Pa.
4. Date of Special Event: From 10/31/2024 To 10/31/2024
 a. Alternate Date of Special Event: From _____ To _____
5. Time of Special Event: From 6:00 pm To 6:20 pm
 a. Alternate Time of Special Event: From _____ To _____
6. County(ies):
Bradford
7. Municipality(ies):
Troy Borough
8. State Road(s) (List all state roads involved in the special event - Attach additional sheet if necessary):

State Route Number:	State Road Name:	Number of Lanes:	Type of Highway:
SR 0014	Canton Street	2	Conventional
SR 0006	Elmira Street	2	Conventional
			Select One

SPECIAL EVENT INFORMATION (CONTINUED)

9. Approximate number of vehicles in the special event: 25 vehicles
10. Approximate number of pedestrians involved in the special event: 75.00 pedestrians
11. Highway will be (check all that apply): Fully Closed Partially Closed Minor Encroachment Other

a. Describe the highway closure and the affect on adjacent properties. (Attach additional sheet if necessary):
Parade route will be fully closed with the ability to move to the side to allow emergency vehicles to pass. There is no effect on adjacent properties.

12. Travel distance of road closure/encroachment: 0.75 miles

13. Travel distance of the alternate route: N/A

NOTE: Alternate route shall not be more than 5 miles longer or 5 times greater in length than the normal travel distance. An alternate route is not required if one of the following conditions exists:

- a. The highway to be closed is not a state route and is primarily used by local drivers who are familiar with an alternate route.
- b. The highway is only partially or periodically closed and the vehicle escort service can safely maintain traffic on the remainder of the highway.
- c. The highway closing for less than 20 minutes and excessive traffic backup will not occur during closing.

14. Does the special event occur on a freeway: Yes No

The following five (5) questions pertain to the use of a freeway: N/A

- a. Please state the reason(s) why this event should use a freeway, including safety aspects to both motorists and event participants. (Explain on a separate attached sheet)
- b. Are there a minimum of two lanes of traffic in each direction of flow: Yes No
- c. Will the special event move orderly and uniformly along the freeway: Yes No
- d. Will the special event use a maximum of one lane of the highway and can the MPT Contractor safely maintain traffic on the remainder of the highway: Yes No
- e. Will the delay for traffic entering or leaving the highway at ramps be no more than 5 minutes and can MPT control all delayed traffic: Yes No

15. Notification of Pennsylvania State Police (PSP) (Please Contact Station Commander at Local PSP Barracks):

a. PSP Contact Name: Joseph Mitchell Title: Station Commander Towanda Date: 09/11/2024

16. Maintenance and Protection of Traffic (MPT): N/A

a. MPT Performed By: Troy Fire Police & Troy PD

b. MPT Contact Name: Fire Chief Roy Vargson Phone: (570) 447-8058

c. Date MPT requested: From 10/31/2024 To 10/31/2024

i. Alternate Date MPT requested: From _____ To _____

d. Time MPT requested: From 5:30 pm To 6:30 pm

i. Alternate Time MPT requested: From _____ To _____

17. Vehicle Escort Service: N/A

a. Vehicle Escort Performed By: Troy Police Department

b. Vehicle Escort Contact Name: Chief Dooley Phone: (570) 297-2966

c. Date Vehicle Escort Service requested: From 10/31/2024 To 10/31/2024

i. Alternate Date Vehicle Escort Service requested: From _____ To _____

d. Time Vehicle Escort Service requested: From 5:30 pm To 6:30 pm

i. Alternate Time Vehicle Escort Service requested: From _____ To _____

APPLICANT CERTIFICATION, PERMIT CONDITIONS, & SIGNATURES

The applicant shall indemnify, save harmless, and defend (if requested) the Commonwealth of Pennsylvania, the Department of Transportation, and their officers, agents, and employees from any and all claims, suits, or actions for injuries, death and/or property damage arising out of the procession, assemblage, or special activity identified in this permit where the claim, suit, or action was caused by the applicant, its officers, agents, and employees, the event participants, support staffs, event officials, volunteers, medical support, technical support, media vehicles, event communications staffs, the traveling public, general public, or spectators.

A certificate of insurance must be provided showing: (a) public liability insurance for bodily injury and property damage in the minimum amount of two hundred fifty thousand (\$250,000.00) per person and one million dollars (\$1,000,000.00) per occurrence to cover any loss that might occur as a result of the permitted use of the state highways or that might otherwise arise out of or be connected with the event; (b) occurrence-based coverage; and (c) the Commonwealth of Pennsylvania named as an additional insured. The applicant warrants the information in the insurance certificate is accurate.

The event route shall be appropriately secured with proper security and safety measures taken to protect the event participants, support staffs, event officials, volunteers, medical support, technical support, media vehicles, vehicle escort services, maintenance and protection services, the traveling public, event communications staffs, the general public, and spectators. Proper emergency medical services shall be provided. Local fire departments, the general public, and the traveling public shall be notified in advance of the event. Written notification shall be submitted to each municipality notifying the municipality that the event uses state roads and written approval shall be obtained from each municipality granting the applicant permission to hold the event. The applicant shall coordinate and pay for temporary traffic control during the event.

The Department reserves the right to re-open any closed road(s) at any time due to any emergency that may occur which require the use of such roads to safely provide for the movement of traffic through the area.

- I have attached a Certificate of Insurance as described above.
- I have read, understand, and agree to the above terms and conditions.
- I attest that all information in the special event permit application is accurate to the best of my knowledge.
- For a film shoot, I have read and agree to comply with the requirements of Exhibit A - Film Shoot Requirements.

Applicant

Contact Name (Print): Bonnie Seeley Title of Contact: Chamber of Commerce President

Contact Name (Signature): Bonnie Seeley Date: 09/11/2024

Attesting Witness (Print): Daniel J. Close Title of Witness: Borough Manager

Attesting Witness (Signature): Daniel J. Close Date: 09/11/2024

Pennsylvania Department of Transportation

District Traffic Engineer (Print): _____

District Traffic Engineer (Signature): _____ Date: _____

District Executive (Print): _____

District Executive (Signature): _____ Date: _____

Remarks:

Actions

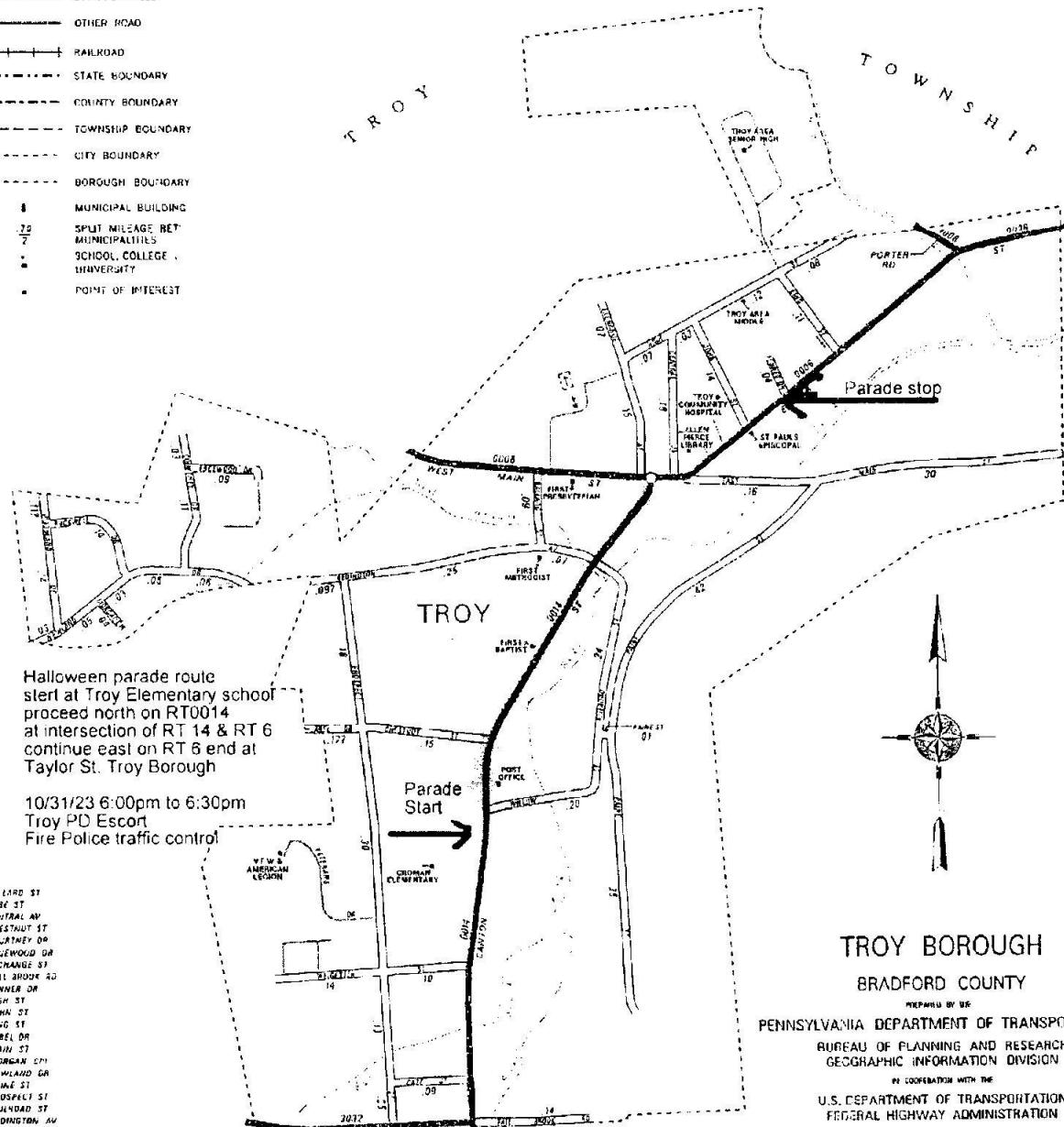
1. Complete the Route/Bridge Restriction (M-937R) form and submit it at least ten (10) business days prior to the special event.
2. Notify the Traffic Management Center (TMC) of the special event date.

LEGEND

- LIMITED ACCESS HIGHWAY
- STATE ROUTE AND NUMBER
- STATE MAINTAINED BRIDGE ON BOROUGH STREET
- BOROUGH STREET NAME AND SEGMENT LENGTH IN MILES
- TURNBACK BOROUGH STREET
- BOROUGH ALLEY
- OTHER ROAD
- RAILROAD
- STATE BOUNDARY
- COUNTY BOUNDARY
- TOWNSHIP BOUNDARY
- CITY BOUNDARY
- BOROUGH BOUNDARY
- MUNICIPAL BUILDING
- SPLIT MILEAGE BETW. MUNICIPALITIES
- SCHOOL, COLLEGE, UNIVERSITY
- POINT OF INTEREST

POPULATION 1,508
(2000 Census)

TOTAL MILES
Borough Road System 5.50
State Highway System 1.76
Total 7.26



TROY BOROUGH

BRADFORD COUNTY

PREPARED BY THE

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION

BUREAU OF PLANNING AND RESEARCH

GEOGRAPHIC INFORMATION DIVISION

IN COOPERATION WITH THE

U.S. DEPARTMENT OF TRANSPORTATION

FEDERAL HIGHWAY ADMINISTRATION

AMG

MUNICIPAL SERVICES DISTRICT 3-0

MUNICIPAL CODE 08 413

REVISED PER FORM 990 DATED 7-19-96

SCALE
0 500 1000 1500 FEET
0 100 200 300 400 500 METERS

TYPE SR MAP TROY BOROUGH BRADFORD COUNTY PENNSYLVANIA



P.O. Box 104
Troy, PA 16947
www.TroyChamberofCommerce.com

September 11, 2024

Troy Borough

Attn: Dan Close
49 Elmira Street
Troy, PA 16947

The Troy Chamber of Commerce would like to hold a Halloween Parade on Thursday, October 31, 2024 that will run through the Troy Borough. We would like to start at WR Croman Elementary School, travel down Canton Street and Elmira Street ending at the Troy High School Student Parking lot. The parade will start at 6:00 PM. After the parade, we will host trick or treating until 8:00 PM.

Thank you

Bonnie Seeley

President of Troy Chamber of Commerce

**TROY BOROUGH
49 ELMIRA STREET
TROY, PA. 16947
570-297-2966
admin@troyborough.com**

September 11, 2024

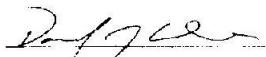
Troy Chamber of Commerce
President Bonnie Seeley
P.O. Box 104
Troy, Pa. 16947

RE: 2024 Halloween Parade

Bonnie Seeley:

Thank you for your request regarding a Halloween Parade scheduled for Thursday, October 31, 2024, starting at 6:00 pm. The parade route through Troy Borough will be on PA. Department of Transportation Highways (PA DOT) and therefore the request is approved contingent on PA. DOT permit approval and compliance with any PA. DOT guidelines.

Troy Borough agrees to fully indemnify, save harmless and, if requested, defend the Commonwealth, commonwealth departments and their officers, agents and employees from and against claims, suits or actions, for injury, death or property damage arising from or because of the acts or omissions of the sponsor, its officers, agents or employees. Thank you.



Daniel J. Close
Manager / CAO



TROYCHA-01

JSHRIMP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Gannon Associates
315 South Main St
PO Box 226
Athens, PA 18810

CONTACT

NAME:
PHONE (A/C, No, Ext): (888) 426-6662 FAX (A/C, No): (570) 265-3476
E-MAIL ADDRESS: certificates@gannonassociates.com

INSURER(S) AFFORDING COVERAGE

INSURER A: Selective Ins Co of Southeast

NAIC #

39926

INSURED

Troy Chamber of Commerce
P O Box 104
Troy, PA 16947

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			S 1383356	8/5/2024	8/5/2025	
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/>		X				EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	OTHER						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/>		SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>				BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH)	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L EACH ACCIDENT \$
							E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Event: Troy Halloween Parade on October 31, 2024

PA Department of Transportation is included as an additional insured with respects to General Liability per the written contract with the named insured.

CERTIFICATE HOLDER

CANCELLATION

PA Department of Transportation PO Box 218 Montoursville, PA 17754	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

**TROY BOROUGH
49 ELMIRA STREET
TROY, PA. 16947
570-297-2966**

September 27, 2024

Stiffler McGraw & Associates, Inc.
1731 N. Juniata Street
Hollidaysburg, PA 16648

Attention: Mr. Cory Gehret, P.E.

RE: Agreement No. L00665
Redington Ave and South Railroad Street Bridges
State Project No. 0-34857-T-3-000-0390-223 and
0-34858-T-3-000-0390-223
MPMS No. 5112 and 5129
Preliminary Engineering Time Extension Request
Project No. 22-0036

Dear Cory:

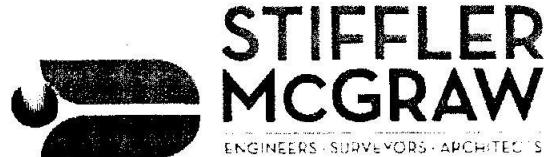
The Borough hereby grants Stiffler McGraw a 5 month time extension for Engineering Agreement L00665 to complete Parts 1 and 4 of the contract. Preliminary Engineering (Parts 1 and 4) phases for this project are hereby extended to March 31, 2025.

Sincerely,



Daniel J. Close
Manager / CAO

cc: PENNDOT 3-0, Aaron Crist, Project Manager
File



September 24, 2024

BLAIR COUNTY
1731 N. JUNIATA STREET
HOLLIDAYSBURG, PA 16648
TEL: 814.696.6280
FAX: 814.696.6240

Troy Borough
49 Elmira Street
Troy, PA 16947

Attention: Mr. Dan Close, Borough Manager

RE: Agreement No. L00665
Redington Ave and South Railroad Street Bridges
State Project No. 0-34857-T-3-000-0390-223 and
0-34858-T-3-000-0390-223
MPMS No. 5112 and 5129
Preliminary Engineering Time Extension Request
Project No. 22-0036

Dear Dan:

In accordance with Engineering Agreement L00665 we are requesting a time extension for completion of Parts 1 and 4 of the contract. The Preliminary Engineering (Parts 1 and 4) phases for this project are due to expire October 31, 2024. We are requesting a 5-month extension for Parts 1 and 4 until March 31, 2025. Environmental Clearance is anticipated by December 2024. The time extension is needed to allow adequate time to complete Preliminary Engineering.

We thank you for the opportunity to provide these services. If you have any questions, please feel free to contact me at 814 696 6280.

Sincerely,

Cory R. Gehret, P.E.

cc: PENNDOT 3-0, Aaron Crist, Project Manager
File

OFFICES LOCATED THROUGHOUT PENNSYLVANIA

H:\22-0036_Troy Boro_Bridges\AgreementTimeExt\tr2.doc
1-888-696-6280

STIFFLER-MCGRAW

STIFFLER MCGRAW & ASSOCIATES, INC. | STIFFLER MCGRAW ARCHITECTS, LLC

Dan Close

From: Cory Gehret <cgehret@stiffler-mcgraw.com>
Sent: Tuesday, September 24, 2024 10:50 AM
To: Dan Close
Cc: Jason Shura
Subject: FW: [External] RE: ECMS - AGR L00665 - Part 4 will Expire within 45 days - Active - 09/17/2024
Attachments: Timeextltr-Boro template2.doc; timeextltr2.pdf

Hi Dan,

See attached for our time extension request (pdf) and a word document for your use to put on Borough letterhead, sign and send back to me and PENNDOT. Edit as necessary.

Just between you and I, we are essentially complete with Preliminary Engineering (Parts 1 & 4) but we are addressing some minor comments we recently received from PENNDOT. And then we need to wait for Environmental Clearance.

We are ready to proceed with Final Design (Parts 2 & 5) but we need a green light from PENNDOT, then we'll need a Notice to Proceed from the Borough.

Call me if you have any questions.

Thanks,

Cory

From: Bolton, Timothy <tibolton@pa.gov>
Sent: Wednesday, September 18, 2024 10:19 AM
To: Jason Shura <jshura@stiffler-mcgraw.com>
Subject: FW: [External] RE: ECMS - AGR L00665 - Part 4 will Expire within 45 days - Active - 09/17/2024

Hi Jason,

If you would, please go ahead and prepare a draft time extension request letter for Dan to put on Township letterhead and sign. I think extending the date to 3/31/2025 for both parts 1 and 4 should be reasonable, unless you think more time is needed.

Let me know if you have any questions.

Thanks,

Tim

Tim Bolton, P.E. | Assistant Local Projects Coordinator
PA Department of Transportation
Engineering District 3-0
P.O. Box 218 | 715 Jordan Avenue | Montoursville, PA 17754-0218
Phone: 570.368.4328 | Fax: 570-368-4321
www.PennDOT.pa.gov

From: Dan Close <danclose@troyborough.com>
Sent: Wednesday, September 18, 2024 9:28 AM
To: PD, ECMS-DesignMail <RA-PennDOTECMS-DesignMail@pa.gov>; Shura, Jason F. <jshura@stiffler-mcgraw.com>; Bolton, Timothy <tibolton@pa.gov>
Subject: [External] RE: ECMS - AGR L00665 - Part 4 will Expire within 45 days - Active - 09/17/2024

Is there anything the Borough needs to do with these?

From: PENNDOT ECMS <RA-PennDOTECMS-DesignMail@pa.gov>
Sent: Tuesday, September 17, 2024 12:25 AM
To: Shura, Jason F. <jshura@stiffler-mcgraw.com>; Bolton, Timothy L. <tibolton@pa.gov>; Dan Close <danclose@troyborough.com>
Cc: RA-PennDOTECMS-DesignMail@pa.gov
Subject: ECMS - AGR L00665 - Part 4 will Expire within 45 days - Active - 09/17/2024

Agreement: L00665	Project Specific	Active
	Name: Redington Avenue and South Railroad Street Bridges	Selection Process: Modified
Initiating Business Partner: 006815 - Troy Borough		
Part: 4	Cost Plus Fixed Fee	Active
Description: S. Railroad Street Bridge Part I - Preliminary Design	PennDOT Project Manager: Bolton, Timothy L.	
		Phase: Preliminary Design
Item: Part 4 will Expire within 45 days	Status: Active	
Current Expiration Date:	10/31/2024	

PENNDOT ECMS - PLEASE DO NOT REPLY TO THIS EMAIL

OIL & GAS LEASE
Non-Surface Development Paid-Up
(Pennsylvania)

Lease No. _____

This Lease made this _____ day of _____, 20_____, by and between:

Troy Borough Water Company

110 Elmira Street

Troy, PA 16947

(hereinafter referred to as "Lessor") and **Repsol Oil & Gas USA, LLC**, 337 Daniel Zenker Drive, Horseheads, New York 14845, (hereinafter referred to as "Lessee"),

WITNESSETH that for and in consideration of the sum of one (\$1.00) dollar and other good and valuable consideration paid by Lessee, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter contained, Lessor and Lessee agree as follows:

1. LEASING CLAUSE

Lessor hereby grants and leases exclusively to Lessee all oil and gas and their constituents, whether hydrocarbon or non-hydrocarbon, underlying the Leasehold, together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure and market production from the Leasehold, using methods and techniques which are not restricted to current technology, including the exclusive right to conduct geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug and abandon wells and remove casings therefrom; to use or install roads, electric power and telephone facilities and to construct gathering systems and pipelines with appurtenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of oil, gas or their constituents, whether or not such surface rights relate to the oil and gas or their constituents underlying the Leasehold and such surface rights shall survive the term of this Lease for so long thereafter as required by Lessee, acting reasonably; to use oil, gas, and non-domestic water sources, free of cost, to store gas of any kind underground, regardless of the source thereof, to dispose of brine therein, to inject gas, water or fluids therein and remove same therefrom; to protect stored gas; and to operate, maintain, repair, and remove material and equipment. For the purposes of this Lease, the term "gas" includes, but is not limited to, helium, carbon dioxide, gaseous sulfur compounds, methane produced from coal formations and other commercial gases, as well as normal hydrocarbon gases including casinghead gas and all other gaseous substances.

2. DESCRIPTION

The lands governed by this Lease are located, all or in part, in the Borough of Troy, in the County of Bradford, in the Commonwealth of Pennsylvania, and are bounded substantially, formerly or currently as follows:

On the North by: 52-68.04-64;

On the East by: 52-68.04-13; 52-68.04-14;

On the South by: 52-68.04-18;

On the West by: 52-68.04-21; 52-68.04-22;

Tax ID No(s). 52-68.04-15

Deed or other instrument by which Lessor acquired title: BK 670, PG 453

and described for the purposes of this Lease as containing 1.24 acres, more or less, including all contiguous, appurtenant, submerged or riparian lands owned or hereinafter owned by Lessor (collectively described as the "Leasehold").

3. LEASE TERM

- (i) a well capable of producing oil and/or gas is located on the Leasehold, or on lands pooled, unitized or combined with all or a portion of the Leasehold;
- (ii) Lessor is receiving Royalty payments or Shut-In Royalty payments pursuant to the terms of this Lease;
- (iii) Operations, as hereinafter defined, are being conducted on the Leasehold, or on lands pooled, unitized or combined with all or a portion of the Leasehold, with no cessation of greater than one hundred eighty (180) consecutive days, provided that such Operations result in a well capable of producing oil and/or gas; or provided however that if, during the last year of the Primary Term (or any extension thereof) or after the expiration of the Primary Term (or any extension thereof), the last producing well located on the Leasehold, or on lands pooled, unitized or combined with all or a portion of the Leasehold, is plugged and abandoned, this Lease shall remain in force for an additional period of one (1) year from the date of the plugging and abandonment of such well, and shall continue thereafter if any of the conditions in items (i) through (iii) of this provision are applicable at the end of such additional one (1) year period.

For the purposes of this Lease, "Operations" includes any of the following which may occur on the Leasehold, or on lands pooled, unitized or combined with all or a portion of the Leasehold:

- (i) using bona fide good faith efforts to diligently prepare the surface of the physical well site area prior to the commencement of actual drilling activities including, but not limited to, the commencement of clearing operations on or adjacent to the well site area such as the removal of trees, the construction of access roads or the delivery of heavy equipment;
- (ii) drilling, testing, completing, reworking, recompleting, deepening, sidetracking, stimulating, fracturing, plugging back or repairing a well or equipment;
- (iii) any acts in search for or in an endeavor to obtain, maintain or increase the production of oil and/or gas including, without limitation, injecting substances into a well;
- (iv) the production of oil and/or gas;
- (v) the recovery of any injected substance; or
- (vi) any act or acts similar or incidental to any of the foregoing.

3a. EXTENSION OF TERM OPTION

Lessee shall have the option to extend the Primary Term of this Lease for an additional five (5) year period (the "Extended Primary Term") by providing written notice of such intention to Lessor at any time during the Primary Term accompanied with a bonus consideration payment payable to Lessor in an amount equal to the sum paid to lessor upon the initial signing of this Lease (the "Bonus Consideration Payment"). The Rental payments for the Extended Primary Term will be computed in accordance with Clause 5(a) of this lease, shall be deemed to be included in the Bonus Consideration Payment. The Extended Primary Term shall arise automatically upon the exercise of this option by Lessee in the manner set out in Clause 3(a). This Lease shall continue in full force and effect beyond the Extended Primary Term if any of the conditions in Clause 3 of this Lease have been met, either during the Primary Term or during the Extended Primary Term.

4. NON-DEVELOPMENT LEASE

Lessor and Lessee acknowledge and agree that Lessee is not granted any right whatsoever to: (i) drill a well on any portion of the surface of the Leasehold; or (ii) install, construct or locate any fixture on any portion of the surface of the Leasehold. Accordingly, any lands that have been pooled, unitized or combined with all or a portion of the Leasehold in accordance with the terms of this Lease shall bear the burden of all surface development. Lessor does, however, acknowledge and provide its consent to the possibility that a wellbore may pass through or terminate below the surface of the Leasehold as a result of slant or directional drilling operations originating from a surface entry on lands nearby or adjacent to the Leasehold.

5. PAYMENTS TO LESSOR

(a) Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership in the Leasehold, as follows:

(i) RENTAL: to pay Lessor a rental at the rate of Five (\$ 5.00) dollars per Leasehold mineral acre per year payable annually on or before a lease year ending on the anniversary date of the date described in clause 3 of this Lease (the "Lease Year") for the next ensuing Lease Year (the "Rental") and continuing thereafter until the commencement of Royalty payments or Shut-In Royalty payments, but in no case shall Rental payments be payable after the expiration of the Primary Term unless all or a portion of the Leasehold is converted to, or is intended to be converted to, gas storage or unless the Primary Term is extended pursuant to clause 3a above in both cases Lessee shall recommence paying the Rental. Failure to pay the Rental shall not result in automatic termination of this Lease but shall instead be construed as a default under this Lease and subject to the notice provisions contained in clause 11 of this Lease. The Parties agree that the consideration paid to Lessor by Lessee for the grant of this Lease includes the Rental payment for the first year of the Primary Term.

LEASE PAID-UP: Lessor and Lessee acknowledge that notwithstanding the immediately preceding Clause 5(a)(i), Lessee has made, as of the date of this Lease, all Rental payments required to keep this Lease valid and subsisting during the Primary Term. As a result, no Rental payments are owing to Lessor by Lessee during the Primary Term of the Lease. However, for the purpose of any other provision contained in this Lease requiring that payment, computed in accordance with the Rental amount, be made by Lessee to Lessor, the Rental amount for such purpose shall be that which is set out above in clause 5(a)(i).

(ii) ROYALTY: to pay Lessor a royalty in an amount equal to the current market value at the wellhead as and when produced of **Fifteen Percent (15%)** of all oil, gas and the constituents thereof produced, saved, marketed and sold from the Leasehold (the "Royalty"). In no event shall the current market value be deemed to be in excess of the value actually received by the Lessee pursuant to a bona fide, arm's length sale or transaction. Lessee may withhold Royalty payments until such time as the total withheld exceeds twenty-five (\$25.00) dollars.

(b) Notwithstanding anything to the contrary contained in this Lease, if required pursuant to relevant laws, regulations or any agreement, directive or order from any governmental agency or court, Lessee is obligated, directed or ordered to suspend Royalty payments to Lessor, this Lease shall nevertheless remain valid and in full force and effect during such time as if such Royalty payments were being paid directly to Lessor.

(c) In the event Lessee makes an overpayment of the Royalty, regardless of the reason, Lessee shall be entitled to correct any Royalty overpayments made to Lessor by any legal or equitable means available to Lessee including, but not limited to, the ability to recoup overpayments made to Lessor by setting off future Royalty payments or other payments owing to Lessor, whether or not under the terms of this Lease, against any such overpayments previously made.

6. SHUT-IN ROYALTY

If, at the expiration of the Primary Term or any time or times thereafter, all wells located on the Leasehold, or on lands pooled, unitized or combined with all or a portion of the Leasehold, are shut-in, suspended or otherwise not producing, this Lease shall nevertheless continue in force as though Operations were being conducted on the Leasehold for so long as all such wells are shut-in, suspended or otherwise not producing and for so long thereafter as any of the provisions of clause 3 of this Lease are applicable. If, after the expiration of the Primary Term or the Extended Primary Term (if applicable), no Royalty is otherwise payable hereunder during a Lease Year, Lessee shall pay Lessor an annual shut-in royalty equal in amount to the Rental (the "Shut-In Royalty") prior to, or within 90 days after, the expiration of the Lease Year during which all such wells were shut-in, suspended or otherwise not producing.

7. MANNER OF PAYMENT

Lessee shall make or tender all payments due to Lessor under this Lease by check or bank draft, payable as follows:

Payee and Payee Address:	Percentage Interest Payable
Troy Borough Water Company	100%
110 Elmira Street	
Troy, PA 16947	

8. CHANGE IN LESSOR

Lessee shall not be bound by any change in the ownership of the Leasehold or any assignment of royalties or other monies payable hereunder or any change of the address of Lessor notwithstanding any actual or constructive notice or knowledge thereof, until forty-five (45) days after being furnished with such documentation from Lessor as Lessee may reasonably require; provided, however, Lessee may act on such change prior to the expiration of such forty-five (45) day period. All payments made to the above Payee(s) shall constitute good and sufficient payment under the terms of this Lease as if made to Lessor. Pending receipt of such documentation, Lessee may elect to either continue to make payments as if such a change had not occurred, or withhold payment and in either case, this Lease shall remain valid and in full force and effect during any such period, notwithstanding anything to the contrary contained herein.

9. WITHHOLDING PAYMENTS

If Lessee receives evidence that Lessor does not have title to all or any part of the rights herein leased, Lessee may immediately withhold payments that would otherwise be due and payable hereunder to Lessor until the adverse claim is fully resolved to the satisfaction of Lessee and this Lease shall remain valid and in full force and effect during any such period that payments are withheld, notwithstanding anything to the contrary contained herein.

10. LIENS

Lessee may at its option pay or discharge any taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Leasehold in which event Lessee shall be subrogated to the rights of the holders thereof and, at Lessee's option, may reimburse itself by applying the amount so paid by Lessee against any payments of Rentals, Royalties or other sums accrued or accruing hereunder and any sums so applied shall, for all purposes of this Lease, be deemed to have been paid to and received by Lessor in payment of the particular Rental, Royalty or other sums accrued or accruing hereunder.

11. NOTICE

In the event Lessor considers that Lessee has not complied with any of its obligations under this Lease, Lessor shall notify Lessee in writing at the address set forth above, via certified United States mail, setting out specifically in what respects Lessor considers Lessee has breached this Lease (the "Notice"). Lessee shall then have sixty (60) days after receipt of the Notice within which to either: (i) meet or commence to meet all or any part of the breach or breaches alleged by Lessor; or (ii) provide an answer to Lessor outlining the reasons why, in its reasonable opinion, the breach or breaches alleged by Lessor have not occurred. Neither service of the Notice nor the doing of any act by Lessee aimed at meeting all or any part of the alleged breach or breaches as set forth in the Notice shall be deemed an admission or presumption that Lessee failed to perform any of its obligations under this Lease. Service of the Notice shall be precedent to the bringing of any action by Lessor on this Lease for any cause, and Lessor shall bring no such action until the lapse of sixty (60) days after service of the Notice on Lessee. In the event a matter is litigated and there is a final judicial determination that a breach or default occurred, this Lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after such final judicial determination to remedy the breach or default and Lessee fails to do so. Notwithstanding anything to the contrary contained in this Lease, this Lease shall not terminate or be subject to forfeiture or cancellation if there is located on the Leasehold or any lands pooled, unitized or combined with all or a portion of the Leasehold, a well capable of producing oil and/or gas, or on which Operations are being conducted and, in that event, Lessor's sole remedy for any default under this Lease shall be damages.

12. POOLING / UNITIZATION

Lessee is hereby granted the right, in its sole discretion, at any time and from time to time during and after the Primary Term (or any extension thereof), to pool, unitize or combine all or any portion of the Leasehold with any other land or lands, whether contiguous or not contiguous, at any time before or after the drilling of a well so as to create one (1) or more drilling or production units. Any such drilling or production unit shall not exceed such size as authorized by governmental authority having jurisdiction. For all purposes under the provisions of this Lease, the Leasehold shall be deemed to be unitized upon submission of the drilling permit application pertaining to the relevant drilling or production unit to the governmental authority having jurisdiction. Lessee is granted the right to change the size, shape and conditions of any unit created, however, any such change shall not affect the date upon which pooling or unitization occurred or is deemed to have occurred. Lessor shall, in lieu of the Royalty, accept and receive out of the revenue realized from the production associated with such drilling or production unit, the same proportion of the Royalty stipulated herein as the surface area of the Leasehold within such drilling or production unit is to the total surface area comprising such drilling or production unit.

13. GAS STORAGE

Lessee is hereby granted the right to convert the Leasehold, or any portion thereof, to gas storage. Lessee is also granted the right to dispose of or inject water or brine into any wellbore located on the Leasehold. If applicable at the time of exercising any of the rights granted under this clause 13, Lessee shall pay Lessor's proportionate share of the estimated recoverable gas remaining in the relevant well located on the Leasehold using methods of calculating gas reserves as are generally accepted by the oil and gas industry. Provided that there is no producing well located on the Leasehold, or on lands pooled, unitized or combined with all or a portion of the Leasehold, Lessee shall thereafter pay to Lessor the Rental for so long thereafter as the Leasehold or any portion thereof is being used for any of the aforementioned purposes.

14. TITLE AND INTERESTS

Lessor hereby warrants and agrees to defend title to the Leasehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. Should any person having title to the Leasehold fail to execute this Lease, this Lease shall nevertheless be binding upon all persons who do execute it as Lessor.

15. LEASE DEVELOPMENT

There is no express or implied covenant to develop the Leasehold within a certain time frame, and there shall be no Lease forfeiture for an implied covenant to produce. The terms and conditions of this Lease constitute full compensation for the privileges granted by this Lease.

16. FORCE MAJEURE

Lessee's obligations under this Lease shall be suspended if compliance is prevented by any federal, state, or local law, regulation or decree; acts of God; adverse field, weather or market conditions; inability to reasonably obtain materials in the open market or transport such materials; war, strikes, lawsuits, clouds on title, lockouts, riots or other conditions or circumstances reasonably beyond the control of Lessee, irrespective of whether such condition or circumstance is of the kind or type enumerated herein, for so long as compliance is thus prevented and for six (6) months thereafter.

17. DIVISION OF INTEREST

If the Leasehold is owned by two (2) or more parties, or the ownership of any interest in the Leasehold should hereafter be transferred by sale, devise or operation of law, the Leasehold, nevertheless, may be held, developed and operated as an entirety, and all payments under this Lease shall be divided among and paid to such several owners in the proportion that the acreage owned by such owner bears to the entire Leasehold, subject to the provisions of clause 8 of this Lease.

18. ENTIRE AGREEMENT

The entire agreement between Lessor and Lessee is embodied in this Lease and no implied covenant or liability of any kind or nature is created or shall arise by reason of this Lease or any provision contained herein. No oral warranties, representations, or promises have been made or relied upon by either Lessee or Lessor as an inducement to or modification of this Lease.

19. SURRENDER

Lessee may surrender and cancel this Lease as to all or any portion of the Leasehold by recording a Surrender of Lease in the relevant county office, and in the event of a partial surrender, the Rental shall be reduced in proportion to the acreage so surrendered.

20. BINDS SUCCESSORS AND ASSIGNS

If the interest of either Lessor or Lessee is assigned, all rights, duties and liabilities under this Lease shall enure to the benefit of and be binding on the assignee and the assignee's respective heirs, executors, administrators, successors and assigns.

21. HEADINGS

The headings contained in this Lease are inserted for convenience of reference only and shall not effect the interpretation or construction of any provision herein.

22. SEVERABILITY

If any provision or portion of a provision of this Lease becomes illegal or unenforceable, the provision, or relevant portion thereof, will be deemed to be severed to the extent necessary to resolve the illegal or unenforceable issue, and this Lease shall continue as amended.

23. RIGHT OF FIRST REFUSAL

In the event the Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offer or, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after Lessor's mailing of the notice shall have the right to match the terms offered.

IN WITNESS WHEREOF, Lessor hereunto sets hand and seal as of the date first above written.

LESSOR: Troy Borough Water Company

By:

As:

By:

As:

CORPORATE ACKNOWLEDGEMENT

Commonwealth / State of _____

County of _____

On this, the _____ day of _____, 20_____, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged herself/himself to be the _____ for **Troy Borough Water Company**, a corporation, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by herself/himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Printed Name: _____

My Commission Expires: _____

CORPORATE ACKNOWLEDGEMENT

Commonwealth / State of _____

County of _____

On this, the _____ day of _____, 20_____, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged herself/himself to be the _____ for **Troy Borough Water Company**, a corporation, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by herself/himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Printed Name: _____

My Commission Expires: _____

LESSEE: Repsol Oil & Gas USA, LLC

Delena McConville
Sr. Manager, Marcellus Land

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

Commonwealth / State of _____

County of _____

On this, the _____ day of _____, 20_____, before me, a Notary Public, the undersigned officer, personally appeared Delena McConville, who acknowledged herself to be the Sr. Manager, Marcellus Land for Repsol Oil & Gas USA, LLC, a limited liability company, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said limited liability company by herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Printed Name: _____

My Commission Expires: _____

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE dated the _____ day of _____, 20 _____

BETWEEN:

Troy Borough Water Company, of 110 Elmira Street, Troy, PA 16947

(hereinafter called the "Lessor")
OF THE FIRST PART

-and-

Repsol Oil & Gas USA, LLC, 337 Daniel Zenker Drive, Horseheads, NY 14845

(hereinafter called the "Lessee")
OF THE SECOND PART

WHEREAS:

The Lessor and the Lessee have entered into an Oil and Gas Lease dated _____, 20 _____ and made effective _____, 20 _____, for a primary term of 5 years, on those premises described as all those certain tracts of land situate in the Borough of Troy, County of Bradford, Commonwealth of Pennsylvania, and bounded as follows:

On the North by: 52-68.04-64;

On the East by: 52-68.04-13; 52-68.04-14;

On the South by: 52-68.04-18;

On the West by: 52-68.04-21; 52-68.04-22;

Tax ID No(s). 52-68.04-15

Deed or other instrument by which Lessor acquired title: BK 670, PG 453

Containing 1.24 acres, more or less.

NOW THEREFORE: in consideration of the mutual covenants and agreements contained in this Agreement, the Lessor and the Lessee agree as follows:

1. This Memorandum of Lease has been executed for the purpose of indicating the existence of the aforesaid Lease and shall not be considered in any way a modification or alteration of the Lease Agreement.
2. The Lease further provides that the lease continues beyond its primary term for so long thereafter as the leased substances are produced from the said lands or any portion thereof is pooled, unitized or consolidated with other lands in accordance with the lease terms.

2a. Lessee shall have the option to extend the Primary Term of this Lease for an additional five (5) year period by providing written notice of such intention to the Lessor before the expiry of the Primary Term.

2b. Pursuant to the terms of the lease, Lessor has granted to Lessee a right of first refusal during the primary term of the lease. The right of first refusal may be exercised, for a period of fifteen (15) days after notice, in accordance with the terms provided in the lease.

IN WITNESS WHEREOF, Lessor hereunto sets hand and seal as of the date first above written.

LESSOR: Troy Borough Water Company

By:
As:

By:
As:

CORPORATE ACKNOWLEDGEMENT

Commonwealth / State of _____

County of _____

On this, the _____ day of _____, 20_____, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged herself/himself to be the _____ for **Troy Borough Water Company**, a corporation, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by herself/himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Printed Name: _____

My Commission Expires: _____

CORPORATE ACKNOWLEDGEMENT

Commonwealth / State of _____

County of _____

On this, the _____ day of _____, 20_____, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged herself/himself to be the _____ for **Troy Borough Water Company**, a corporation, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by herself/himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Printed Name: _____

My Commission Expires: _____

LESSEE: Repsol Oil & Gas USA, LLC

Delena McConville
Sr. Manager, Marcellus Land

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

Commonwealth / State of _____

County of _____

On this, the _____ day of _____, 20_____. before me, a Notary Public, the undersigned officer, personally appeared Delena McConville, who acknowledged herself to be the Sr. Manager, Marcellus Land for Repsol Oil & Gas USA, LLC, a limited liability company, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said limited liability company by herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Printed Name: _____

My Commission Expires: _____

**Repsol Oil & Gas USA, LLC
ORDER OF PAYMENT**

New Paid Up

DATE: _____, 20

On approval of the agreement associated herewith and on approval of terms and subject to verification of title to same, **Repsol Oil & Gas USA, LLC** will make payment as indicated herein by check within **120 days** of execution of this Order Of Payment by the Lessor as indicated below. No default shall be declared for failure to make payment until 60 days after receipt of written notice from payee of intention to declare such default.

PAY TO Troy Borough Water Company

the amount of	One Thousand Two Hundred Forty & 00/100	\$ 1,240.00
Address	110 Elmira Street Troy, PA 16947	

Payee Contact Information	Commonwealth	Township	County
Troy Borough Water Company	PA	Troy Borough	Bradford
Phone:			
Email:			

Project Name: _____ Area #: _____ Total Gross Acres: **1.244**

Tax Map ID # 52-68.04-15 **Gross Acres 1.24** **Oil & Gas Ownership 100.00 %**

This is payment in full for 5-year Primary Term Paid-Up Oil & Gas Lease.

If Lessee receives evidence that Lessor does not have title to all or any part of the rights to the parcels above identified, Lessee may immediately withhold payments, or any portion thereof, that would otherwise be due and payable hereunder to Lessor until the adverse claim is fully resolved to the satisfaction of Lessee and this Lease shall remain valid and in full force and effect during any such period that payments are withheld, notwithstanding anything to the contrary contained herein. If Lessor owns more or less than the interest defined herein, Lessee may, without immediate notice to Lessor, increase or reduce the consideration payable hereunder proportionate to actual interest owned by Lessor; or in the case of a lesser interest, may surrender the lease without payment of any consideration whatsoever to Lessor.

Troy Borough Water Company

Lessor Signature _____ Date of Lessor's Signature _____
By: _____
As: _____

Lessor Signature _____ Date of Lessor's Signature _____
By: _____
As: _____

Completed by: _____

Approved by _____ Date _____ Method _____

Note: If more than one person is listed on the same check, the first person named on the check will be forwarded a Form 1099, if required, for tax purposes. If you have questions regarding this, please contact

OIL & GAS LEASE
Non-Surface Development Paid-Up
(Pennsylvania)

Lease No. _____

This Lease made this _____ day of _____, 20____, by and between:

Borough of Troy, aka Troy Borough, aka Troy Boro Hall

110 Elmira Street

Troy, PA 16947

(hereinafter referred to as "Lessor") and **Repsol Oil & Gas USA, LLC**, 337 Daniel Zenker Drive, Horseheads, New York 14845, (hereinafter referred to as "Lessee"),

WITNESSETH that for and in consideration of the sum of one (\$1.00) dollar and other good and valuable consideration paid by Lessee, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter contained, Lessor and Lessee agree as follows:

1. LEASING CLAUSE

Lessor hereby grants and leases exclusively to Lessee all oil and gas and their constituents, whether hydrocarbon or non-hydrocarbon, underlying the Leasehold, together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure and market production from the Leasehold, using methods and techniques which are not restricted to current technology, including the exclusive right to conduct geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug and abandon wells and remove casings therefrom; to use or install roads, electric power and telephone facilities and to construct gathering systems and pipelines with appurtenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of oil, gas or their constituents, whether or not such surface rights relate to the oil and gas or their constituents underlying the Leasehold and such surface rights shall survive the term of this Lease for so long thereafter as required by Lessee, acting reasonably; to use oil, gas, and non-domestic water sources, free of cost, to store gas of any kind underground, regardless of the source thereof, to dispose of brine therein, to inject gas, water or fluids therein and remove same therefrom; to protect stored gas; and to operate, maintain, repair, and remove material and equipment. For the purposes of this Lease, the term "gas" includes, but is not limited to, helium, carbon dioxide, gaseous sulfur compounds, methane produced from coal formations and other commercial gases, as well as normal hydrocarbon gases including casinghead gas and all other gaseous substances.

2. DESCRIPTION

The lands governed by this Lease are located, all or in part, in the Borough of Troy, in the County of Bradford, in the Commonwealth of Pennsylvania, and are bounded substantially, formerly or currently as follows:

On the North by: **SEE EXHIBIT "A"**

On the East by: **SEE EXHIBIT "A"**

On the South by: **SEE EXHIBIT "A"**

On the West by: **SEE EXHIBIT "A"**

Tax ID No(s). SEE EXHIBIT "A"

Deed or other instrument by which Lessor acquired title: **BK-PG/Inst. # SEE EXHIBIT "A"**

and described for the purposes of this Lease as containing **SEE EXHIBIT "A"** acres, more or less, including all contiguous, appurtenant, submerged or riparian lands owned or hereinafter owned by Lessor (collectively described as the "Leasehold").

- (i) a well capable of producing oil and/or gas is located on the Leasehold, or on lands pooled, unitized or combined with all or a portion of the Leasehold;
- (ii) Lessor is receiving Royalty payments or Shut-In Royalty payments pursuant to the terms of this Lease;
- (iii) Operations, as hereinafter defined, are being conducted on the Leasehold, or on lands pooled, unitized or combined with all or a portion of the Leasehold, with no cessation of greater than one hundred eighty (180) consecutive days, provided that such Operations result in a well capable of producing oil and/or gas; or provided however that if, during the last year of the Primary Term (or any extension thereof) or after the expiration of the Primary Term (or any extension thereof), the last producing well located on the Leasehold, or on lands pooled, unitized or combined with all or a portion of the Leasehold, is plugged and abandoned, this Lease shall remain in force for an additional period of one (1) year from the date of the plugging and abandonment of such well, and shall continue thereafter if any of the conditions in items (i) through (iii) of this provision are applicable at the end of such additional one (1) year period.

For the purposes of this Lease, "Operations" includes any of the following which may occur on the Leasehold, or on lands pooled, unitized or combined with all or a portion of the Leasehold:

- (i) using bona fide good faith efforts to diligently prepare the surface of the physical well site area prior to the commencement of actual drilling activities including, but not limited to, the commencement of clearing operations on or adjacent to the well site area such as the removal of trees, the construction of access roads or the delivery of heavy equipment;
- (ii) drilling, testing, completing, reworking, recompleting, deepening, sidetracking, stimulating, fracturing, plugging back or repairing a well or equipment;
- (iii) any acts in search for or in an endeavor to obtain, maintain or increase the production of oil and/or gas including, without limitation, injecting substances into a well;
- (iv) the production of oil and/or gas;
- (v) the recovery of any injected substance; or
- (vi) any act or acts similar or incidental to any of the foregoing.

3a. EXTENSION OF TERM OPTION

Lessee shall have the option to extend the Primary Term of this Lease for an additional five (5) year period (the "Extended Primary Term") by providing written notice of such intention to Lessor at any time during the Primary Term accompanied with a bonus consideration payment payable to Lessor in an amount equal to the sum paid to lessor upon the initial signing of this Lease (the "Bonus Consideration Payment"). The Rental payments for the Extended Primary Term will be computed in accordance with Clause 5(a) of this lease, shall be deemed to be included in the Bonus Consideration Payment. The Extended Primary Term shall arise automatically upon the exercise of this option by Lessee in the manner set out in Clause 3(a). This Lease shall continue in full force and effect beyond the Extended Primary Term if any of the conditions in Clause 3 of this Lease have been met, either during the Primary Term or during the Extended Primary Term.

4. NON-DEVELOPMENT LEASE

Lessor and Lessee acknowledge and agree that Lessee is not granted any right whatsoever to: (i) drill a well on any portion of the surface of the Leasehold; or (ii) install, construct or locate any fixture on any portion of the surface of the Leasehold. Accordingly, any lands that have been pooled, unitized or combined with all or a portion of the Leasehold in accordance with the terms of this Lease shall bear the burden of all surface development. Lessor does, however, acknowledge and provide its consent to the possibility that a wellbore may pass through or terminate below the surface of the Leasehold as a result of slant or directional drilling operations originating from a surface entry on lands nearby or adjacent to the Leasehold.

5. PAYMENTS TO LESSOR

(a) Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership in the Leasehold, as follows:

(i) RENTAL: to pay Lessor a rental at the rate of Five (\$ 5.00) dollars per Leasehold mineral acre per year payable annually on or before a lease year ending on the anniversary date of the date described in clause 3 of this Lease (the "Lease Year") for the next ensuing Lease Year (the "Rental") and continuing thereafter until the commencement of Royalty payments or Shut-In Royalty payments, but in no case shall Rental payments be payable after the expiration of the Primary Term unless all or a portion of the Leasehold is converted to, or is intended to be converted to, gas storage or unless the Primary Term is extended pursuant to clause 3a above in both cases Lessee shall recommence paying the Rental. Failure to pay the Rental shall not result in automatic termination of this Lease but shall instead be construed as a default under this Lease and subject to the notice provisions contained in clause 11 of this Lease. The Parties agree that the consideration paid to Lessor by Lessee for the grant of this Lease includes the Rental payment for the first year of the Primary Term.

LEASE PAID-UP: Lessor and Lessee acknowledge that notwithstanding the immediately preceding Clause 5(a)(i), Lessee has made, as of the date of this Lease, all Rental payments required to keep this Lease valid and subsisting during the Primary Term. As a result, no Rental payments are owing to Lessor by Lessee during the Primary Term of the Lease. However, for the purpose of any other provision contained in this Lease requiring that payment, computed in accordance with the Rental amount, be made by Lessee to Lessor, the Rental amount for such purpose shall be that which is set out above in clause 5(a)(i).

(ii) ROYALTY: to pay Lessor a royalty in an amount equal to the current market value at the wellhead as and when produced of **Fifteen Percent (15%)** of all oil, gas and the constituents thereof produced, saved, marketed and sold from the Leasehold (the "Royalty"). In no event shall the current market value be deemed to be in excess of the value actually received by the Lessee pursuant to a bona fide, arm's length sale or transaction. Lessee may withhold Royalty payments until such time as the total withheld exceeds twenty-five (\$25.00) dollars.

(b) Notwithstanding anything to the contrary contained in this Lease, if required pursuant to relevant laws, regulations or any agreement, directive or order from any governmental agency or court, Lessee is obligated, directed or ordered to suspend Royalty payments to Lessor, this Lease shall nevertheless remain valid and in full force and effect during such time as if such Royalty payments were being paid directly to Lessor.

(c) In the event Lessee makes an overpayment of the Royalty, regardless of the reason, Lessee shall be entitled to correct any Royalty overpayments made to Lessor by any legal or equitable means available to Lessee including, but not limited to, the ability to recoup overpayments made to Lessor by setting off future Royalty payments or other payments owing to Lessor, whether or not under the terms of this Lease, against any such overpayments previously made.

6. SHUT-IN ROYALTY

If, at the expiration of the Primary Term or any time or times thereafter, all wells located on the Leasehold, or on lands pooled, unitized or combined with all or a portion of the Leasehold, are shut-in, suspended or otherwise not producing, this Lease shall nevertheless continue in force as though Operations were being conducted on the Leasehold for so long as all such wells are shut-in, suspended or otherwise not producing and for so long thereafter as any of the provisions of clause 3 of this Lease are applicable. If, after the expiration of the Primary Term or the Extended Primary Term (if applicable), no Royalty is otherwise payable hereunder during a Lease Year, Lessee shall pay Lessor an annual shut-in royalty equal in amount to the Rental (the "Shut-In Royalty") prior to, or within 90 days after, the expiration of the Lease Year during which all such wells were shut-in, suspended or otherwise not producing.

7. MANNER OF PAYMENT

Lessee shall make or tender all payments due to Lessor under this Lease by check or bank draft, payable as follows:

Payee and Payee Address:	Percentage Interest Payable
Borough of Troy, aka Troy Borough, aka Troy Boro Hal	100%
110 Elmira Street	
Troy, PA 16947	

8. CHANGE IN LESSOR

Lessee shall not be bound by any change in the ownership of the Leasehold or any assignment of royalties or other monies payable hereunder or any change of the address of Lessor notwithstanding any actual or constructive notice or knowledge thereof, until forty-five (45) days after being furnished with such documentation from Lessor as Lessee may reasonably require; provided, however, Lessee may act on such change prior to the expiration of such forty-five (45) day period. All payments made to the above Payee(s) shall constitute good and sufficient payment under the terms of this Lease as if made to Lessor. Pending receipt of such documentation, Lessee may elect to either continue to make payments as if such a change had not occurred, or withhold payment and in either case, this Lease shall remain valid and in full force and effect during any such period, notwithstanding anything to the contrary contained herein.

9. WITHHOLDING PAYMENTS

If Lessee receives evidence that Lessor does not have title to all or any part of the rights herein leased, Lessee may immediately withhold payments that would otherwise be due and payable hereunder to Lessor until the adverse claim is fully resolved to the satisfaction of Lessee and this Lease shall remain valid and in full force and effect during any such period that payments are withheld, notwithstanding anything to the contrary contained herein.

10. LIENS

Lessee may at its option pay or discharge any taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Leasehold in which event Lessee shall be subrogated to the rights of the holders thereof and, at Lessee's option, may reimburse itself by applying the amount so paid by Lessee against any payments of Rentals, Royalties or other sums accrued or accruing hereunder and any sums so applied shall, for all purposes of this Lease, be deemed to have been paid to and received by Lessor in payment of the particular Rental, Royalty or other sums accrued or accruing hereunder.

11. NOTICE

In the event Lessor considers that Lessee has not complied with any of its obligations under this Lease, Lessor shall notify Lessee in writing at the address set forth above, via certified United States mail, setting out specifically in what respects Lessor considers Lessee has breached this Lease (the "Notice"). Lessee shall then have sixty (60) days after receipt of the Notice within which to either: (i) meet or commence to meet all or any part of the breach or breaches alleged by Lessor; or (ii) provide an answer to Lessor outlining the reasons why, in its reasonable opinion, the breach or breaches alleged by Lessor have not occurred. Neither service of the Notice nor the doing of any act by Lessee aimed at meeting all or any part of the alleged breach or breaches as set forth in the Notice shall be deemed an admission or presumption that Lessee failed to perform any of its obligations under this Lease. Service of the Notice shall be precedent to the bringing of any action by Lessor on this Lease for any cause, and Lessor shall bring no such action until the lapse of sixty (60) days after service of the Notice on Lessee. In the event a matter is litigated and there is a final judicial determination that a breach or default occurred, this Lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after such final judicial determination to remedy the breach or default and Lessee fails to do so. Notwithstanding anything to the contrary contained in this Lease, this Lease shall not terminate or be subject to forfeiture or cancellation if there is located on the Leasehold or any lands pooled, unitized or combined with all or a portion of the Leasehold, a well capable of producing oil and/or gas, or on which Operations are being conducted and, in that event, Lessor's sole remedy for any default under this Lease shall be damages.

12. POOLING / UNITIZATION

Lessee is hereby granted the right, in its sole discretion, at any time and from time to time during and after the Primary Term (or any extension thereof), to pool, unitize or combine all or any portion of the Leasehold with any other land or lands, whether contiguous or not contiguous, at any time before or after the drilling of a well so as to create one (1) or more drilling or production units. Any such drilling or production unit shall not exceed such size as authorized by governmental authority having jurisdiction. For all purposes under the provisions of this Lease, the Leasehold shall be deemed to be unitized upon submission of the drilling permit application pertaining to the relevant drilling or production unit to the governmental authority having jurisdiction. Lessee is granted the right to change the size, shape and conditions of any unit created, however, any such change shall not affect the date upon which pooling or unitization occurred or is deemed to have occurred. Lessor shall, in lieu of the Royalty, accept and receive out of the revenue realized from the production associated with such drilling or production unit, the same proportion of the Royalty stipulated herein as the surface area of the Leasehold within such drilling or production unit is to the total surface area comprising such drilling or production unit.

13. GAS STORAGE

Lessee is hereby granted the right to convert the Leasehold, or any portion thereof, to gas storage. Lessee is also granted the right to dispose of or inject water or brine into any wellbore located on the Leasehold. If applicable at the time of exercising any of the rights granted under this clause 13, Lessee shall pay Lessor's proportionate share of the estimated recoverable gas remaining in the relevant well located on the Leasehold using methods of calculating gas reserves as are generally accepted by the oil and gas industry. Provided that there is no producing well located on the Leasehold, or on lands pooled, unitized or combined with all or a portion of the Leasehold, Lessee shall thereafter pay to Lessor the Rental for so long thereafter as the Leasehold or any portion thereof is being used for any of the aforementioned purposes.

14. TITLE AND INTERESTS

Lessor hereby warrants and agrees to defend title to the Leasehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. Should any person having title to the Leasehold fail to execute this Lease, this Lease shall nevertheless be binding upon all persons who do execute it as Lessor.

15. LEASE DEVELOPMENT

There is no express or implied covenant to develop the Leasehold within a certain time frame, and there shall be no Lease forfeiture for an implied covenant to produce. The terms and conditions of this Lease constitute full compensation for the privileges granted by this Lease.

16. FORCE MAJEURE

Lessee's obligations under this Lease shall be suspended if compliance is prevented by any federal, state, or local law, regulation or decree; acts of God; adverse field, weather or market conditions; inability to reasonably obtain materials in the open market or transport such materials; war, strikes, lawsuits, clouds on title, lockouts, riots or other conditions or circumstances reasonably beyond the control of Lessee, irrespective of whether such condition or circumstance is of the kind or type enumerated herein, for so long as compliance is thus prevented and for six (6) months thereafter.

17. DIVISION OF INTEREST

If the Leasehold is owned by two (2) or more parties, or the ownership of any interest in the Leasehold should hereafter be transferred by sale, devise or operation of law, the Leasehold, nevertheless, may be held, developed and operated as an entirety, and all payments under this Lease shall be divided among and paid to such several owners in the proportion that the acreage owned by such owner bears to the entire Leasehold, subject to the provisions of clause 8 of this Lease.

18. ENTIRE AGREEMENT

The entire agreement between Lessor and Lessee is embodied in this Lease and no implied covenant or liability of any kind or nature is created or shall arise by reason of this Lease or any provision contained herein. No oral warranties, representations, or promises have been made or relied upon by either Lessee or Lessor as an inducement to or modification of this Lease.

19. SURRENDER

Lessee may surrender and cancel this Lease as to all or any portion of the Leasehold by recording a Surrender of Lease in the relevant county office, and in the event of a partial surrender, the Rental shall be reduced in proportion to the acreage so surrendered.

20. BINDS SUCCESSORS AND ASSIGNS

If the interest of either Lessor or Lessee is assigned, all rights, duties and liabilities under this Lease shall enure to the benefit of and be binding on the assignee and the assignee's respective heirs, executors, administrators, successors and assigns.

21. HEADINGS

The headings contained in this Lease are inserted for convenience of reference only and shall not effect the interpretation or construction of any provision herein.

22. SEVERABILITY

If any provision or portion of a provision of this Lease becomes illegal or unenforceable, the provision, or relevant portion thereof, will be deemed to be severed to the extent necessary to resolve the illegal or unenforceable issue, and this Lease shall continue as amended.

23. RIGHT OF FIRST REFUSAL

In the event the Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offer or, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after Lessor's mailing of the notice shall have the right to match the terms offered.

IN WITNESS WHEREOF, Lessor hereunto sets hand and seal as of the date first above written.

LESSOR: Borough of Troy, aka Troy Borough, aka Troy Boro Hall

By:
As:

By:
As:

CORPORATE ACKNOWLEDGEMENT

Commonwealth / State of _____

County of _____

On this, the _____ day of _____, 20_____, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged herself/himself to be the _____ for **Borough of Troy, aka Troy Borough, aka Troy Boro Hall**, a corporation, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by herself/himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Printed Name: _____

My Commission Expires: _____

CORPORATE ACKNOWLEDGEMENT

Commonwealth / State of _____

County of _____

On this, the _____ day of _____, 20_____, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged herself/himself to be the _____ for **Borough of Troy, aka Troy Borough, aka Troy Boro Hall**, a corporation, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by herself/himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Printed Name: _____

My Commission Expires: _____

LESSEE: Repsol Oil & Gas USA, LLC

Delena McConvilie
Sr. Manager, Marcellus Land

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

Commonwealth / State of _____

County of _____

On this, the _____ day of _____, 20_____, before me, a Notary Public, the undersigned officer, personally appeared Delena McConvilie, who acknowledged herself to be the Sr. Manager, Marcellus Land for Repsol Oil & Gas USA, LLC, a limited liability company, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said limited liability company by herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Printed Name: _____

My Commission Expires: _____

EXHIBIT "A"

between
Borough of Troy, aka Troy Borough, aka Troy Boro Hall, as Lessor
and
Repsol Oil & Gas USA, LLC, as Lessee
Dated this _____ day of _____, 20____

1. The Leasehold is located, all or in part, in the Borough of Troy, in the County of Bradford, in the Commonwealth of Pennsylvania, and are bounded substantially, formerly or currently as follows:

On the North by: 52-68.04-23-2;

On the East by: 52-68.04-12;

On the South by: 52-68.04-15; 52-68.04-22;

On the West by: 52-68.04-23; 52-68.04-23-1;

Tax ID No(s). 52-68.04-64

Deed or other instrument by which Lessor acquired title: BK 253, PG 495

and described for the purposes of this Lease as containing 0.91 acres, more or less, including all contiguous, appurtenant, submerged or riparian lands owned or hereinafter owned by Lessor (collectively described as the "Leasehold").

2. The Leasehold is located, all or in part, in the Borough of Troy, in the County of Bradford, in the Commonwealth of Pennsylvania, and are bounded substantially, formerly or currently as follows:

On the North by: 52-68.01-13;

On the East by: 52-68.01-13;

On the South by: Elmira Street;

On the West by: Fenner Avenue;

Tax ID No(s). 52-68.01-1

Deed or other instrument by which Lessor acquired title: BK 575, PG 930

and described for the purposes of this Lease as containing 0.85 acres, more or less, including all contiguous, appurtenant, submerged or riparian lands owned or hereinafter owned by Lessor (collectively described as the "Leasehold").

3. The Leasehold is located, all or in part, in the Borough of Troy, in the County of Bradford, in the Commonwealth of Pennsylvania, and are bounded substantially, formerly or currently as follows:

On the North by: 52-68.04-13;

On the East by: Courtney Drive;

On the South by: 52-68.04-16;

On the West by: 52-68.04-15;

Tax ID No(s). 52-68.04-14

Deed or other instrument by which Lessor acquired title: **BK 670, PG 453**

and described for the purposes of this Lease as containing 0.82 acres, more or less, including all contiguous, appurtenant, submerged or riparian lands owned or hereinafter owned by Lessor (collectively described as the "Leasehold").

4. The Leasehold is located, all or in part, in the Borough of Troy, in the County of Bradford, in the Commonwealth of Pennsylvania, and are bounded substantially, formerly or currently as follows:

On the North by: 52-68.04-12;

On the East by: Courtney Drive;

On the South by: 52-68.4-14;

On the West by: 52-68.04-15;

Tax ID No(s). 52-68.04-13

Deed or other instrument by which Lessor acquired title: **BK 675, PG 679**

and described for the purposes of this Lease as containing 0.48 acres, more or less, including all contiguous, appurtenant, submerged or riparian lands owned or hereinafter owned by Lessor (collectively described as the "Leasehold").

5. The Leasehold is located, all or in part, in the Borough of Troy, in the County of Bradford, in the Commonwealth of Pennsylvania, and are bounded substantially, formerly or currently as follows:

On the North by: 52-68.02-192;

On the East by: 52-68.02-191; Route 14;

On the South by: 52-68.02-189;

On the West by: 52-68.02-182;

Tax ID No(s). 52-68.02-190

Deed or other instrument by which Lessor acquired title: **Inst. # 201027833**

and described for the purposes of this Lease as containing 0.29 acres, more or less, including all contiguous, appurtenant, submerged or riparian lands owned or hereinafter owned by Lessor (collectively described as the "Leasehold").

6. The Leasehold is located, all or in part, in the Borough of Troy, in the County of Bradford, in the Commonwealth of Pennsylvania, and are bounded substantially, formerly or currently as follows:

On the North by: 52-68.03-139-1;

On the East by: Paine Street; 52-68.03-143;

On the South by: 53-81.00-113;

On the West by: 52-68.03-103; 52-68.03-115-1; 52-68.03-141;

Tax ID No(s). 52-68.03-140

Deed or other instrument by which Lessor acquired title: **Inst. # 200302192**

and described for the purposes of this Lease as containing 3.66 acres, more or less, including all contiguous,

appurtenant, submerged or riparian lands owned or hereinafter owned by Lessor (collectively described as the "Leasehold").

7. The Leasehold is located, all or in part, in the Borough of Troy, in the County of Bradford, in the Commonwealth of Pennsylvania, and are bounded substantially, formerly or currently as follows:

On the North by: Redington Avenue;

On the East by: Route 14;

On the South by: 52-68.02-104;

On the West by: 52-68.02-107;

Tax ID No(s). 52-68.02-106

Deed or other instrument by which Lessor acquired title: BK 575, PG 930

and described for the purposes of this Lease as containing 0.05 acres, more or less, including all contiguous, appurtenant, submerged or riparian lands owned or hereinafter owned by Lessor (collectively described as the "Leasehold").

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE dated the _____ day of _____, 20

BETWEEN:

Borough of Troy, aka Troy Borough, aka Troy Boro Hall, of 110 Elmira Street, Troy, PA 16947
(hereinafter called the "Lessor")
OF THE FIRST PART

-and-

Repsol Oil & Gas USA, LLC, 337 Daniel Zenker Drive, Horseheads, NY 14845
(hereinafter called the "Lessee")
OF THE SECOND PART

WHEREAS:

The Lessor and the Lessee have entered into an Oil and Gas Lease dated _____, 20 and made effective _____, 20, for a primary term of Five (5) years, on those premises described as all those certain tracts of land situate in the Borough of Troy, County of Bradford, Commonwealth of Pennsylvania, and bounded as follows:

On the North by: SEE EXHIBIT "A"

On the East by: SEE EXHIBIT "A"

On the South by: SEE EXHIBIT "A"

On the West by: SEE EXHIBIT "A"

Tax ID No(s). SEE EXHIBIT "A"

Deed or other instrument by which Lessor acquired title: BK-PG/Inst. # SEE EXHIBIT "A"
Containing SEE EXHIBIT "A" acres, more or less.

NOW THEREFORE: in consideration of the mutual covenants and agreements contained in this Agreement, the Lessor and the Lessee agree as follows:

1. This Memorandum of Lease has been executed for the purpose of indicating the existence of the aforesaid Lease and shall not be considered in any way a modification or alteration of the Lease Agreement.
2. The Lease further provides that the lease continues beyond its primary term for so long thereafter as the leased substances are produced from the said lands or any portion thereof is pooled, unitized or consolidated with other lands in accordance with the lease terms.

2a. Lessee shall have the option to extend the Primary Term of this Lease for an additional five (5) year period by providing written notice of such intention to the Lessor before the expiry of the Primary Term.

2b. Pursuant to the terms of the lease, Lessor has granted to Lessee a right of first refusal during the primary term of the lease. The right of first refusal may be exercised, for a period of fifteen (15) days after notice, in accordance with the terms provided in the lease.

IN WITNESS WHEREOF, Lessor hereunto sets hand and seal as of the date first above written.

LESSOR: Borough of Troy, aka Troy Borough, aka Troy Boro Hall

By:
As:

By:
As:

CORPORATE ACKNOWLEDGEMENT

Commonwealth / State of _____

County of _____

On this, the _____ day of _____, 20_____, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged herself/himself to be the _____ for **Borough of Troy, aka Troy Borough, aka Troy Boro Hall**, a corporation, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by herself/himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Printed Name: _____

My Commission Expires: _____

CORPORATE ACKNOWLEDGEMENT

Commonwealth / State of _____

County of _____

On this, the _____ day of _____, 20_____, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged herself/himself to be the _____ for **Borough of Troy, aka Troy Borough, aka Troy Boro Hall**, a corporation, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by herself/himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Printed Name: _____

My Commission Expires: _____

LESSEE: Repsol Oil & Gas USA, LLC

Delena McConville
Sr. Manager, Marcellus Land

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

Commonwealth / State of _____

County of _____

On this, the _____ day of _____, 20_____, before me, a Notary Public, the undersigned officer, personally appeared Delena McConville, who acknowledged herself to be the Sr. Manager, Marcellus Land for Repsol Oil & Gas USA, LLC, a limited liability company, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said limited liability company by herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Printed Name: _____

My Commission Expires: _____

EXHIBIT "A"
TO MEMORANDUM OF LEASE

between
Borough of Troy, aka Troy Borough, aka Troy Boro Hall, as Lessor
and
Repsol Oil & Gas USA, LLC, as Lessee
Dated this day of , 20

1. The Leasehold is located, all or in part, in the Borough of Troy, in the County of Bradford, in the Commonwealth of Pennsylvania, and are bounded substantially, formerly or currently as follows:

On the North by: 52-68.04-23-2;
On the East by: 52-68.04-12;
On the South by: 52-68.04-15; 52-68.04-22;
On the West by: 52-68.04-23; 52-68.04-23-1;

Tax ID No(s). 52-68.04-64

Deed or other instrument by which Lessor acquired title: BK 253, PG 495

and described for the purposes of this Lease as containing 0.91 acres, more or less, including all contiguous, appurtenant, submerged or riparian lands owned or hereinafter owned by Lessor (collectively described as the "Leasehold").

2. The Leasehold is located, all or in part, in the Borough of Troy, in the County of Bradford, in the Commonwealth of Pennsylvania, and are bounded substantially, formerly or currently as follows:

On the North by: 52-68.01-13;
On the East by: 52-68.01-13;
On the South by: Elmira Street;
On the West by: Fenner Avenue;

Tax ID No(s). 52-68.01-1

Deed or other instrument by which Lessor acquired title: BK 575, PG 930

and described for the purposes of this Lease as containing 0.85 acres, more or less, including all contiguous, appurtenant, submerged or riparian lands owned or hereinafter owned by Lessor (collectively described as the "Leasehold").

3. The Leasehold is located, all or in part, in the Borough of Troy, in the County of Bradford, in the Commonwealth of Pennsylvania, and are bounded substantially, formerly or currently as follows:

On the North by: 52-68.04-13;
On the East by: Courtney Drive;
On the South by: 52-68.04-16;
On the West by: 52-68.04-15;

Tax ID No(s). 52-68.04-14

Deed or other instrument by which Lessor acquired title: **BK 670, PG 453**

and described for the purposes of this Lease as containing 0.82 acres, more or less, including all contiguous, appurtenant, submerged or riparian lands owned or hereinafter owned by Lessor (collectively described as the "Leasehold").

4. The Leasehold is located, all or in part, in the Borough of Troy, in the County of Bradford, in the Commonwealth of Pennsylvania, and are bounded substantially, formerly or currently as follows:

On the North by: 52-68.04-12;

On the East by: Courtney Drive;

On the South by: 52-68.4-14;

On the West by: 52-68.04-15;

Tax ID No(s). 52-68.04-13

Deed or other instrument by which Lessor acquired title: **BK 675, PG 679**

and described for the purposes of this Lease as containing 0.48 acres, more or less, including all contiguous, appurtenant, submerged or riparian lands owned or hereinafter owned by Lessor (collectively described as the "Leasehold").

5. The Leasehold is located, all or in part, in the Borough of Troy, in the County of Bradford, in the Commonwealth of Pennsylvania, and are bounded substantially, formerly or currently as follows:

On the North by: 52-68.02-192;

On the East by: 52-68.02-191; Route 14;

On the South by: 52-68.02-189;

On the West by: 52-68.02-182;

Tax ID No(s). 52-68.02-190

Deed or other instrument by which Lessor acquired title: **Inst. # 201027833**

and described for the purposes of this Lease as containing 0.29 acres, more or less, including all contiguous, appurtenant, submerged or riparian lands owned or hereinafter owned by Lessor (collectively described as the "Leasehold").

6. The Leasehold is located, all or in part, in the Borough of Troy, in the County of Bradford, in the Commonwealth of Pennsylvania, and are bounded substantially, formerly or currently as follows:

On the North by: 52-68.03-139-1;

On the East by: Paine Street; 52-68.03-143;

On the South by: 53-81.00-113;

On the West by: 52-68.03-103; 52-68.03-115-1; 52-68.03-141;

Tax ID No(s). 52-68.03-140

Deed or other instrument by which Lessor acquired title: **Inst. # 200302192**

and described for the purposes of this Lease as containing 3.66 acres, more or less, including all contiguous, appurtenant, submerged or riparian lands owned or hereinafter owned by Lessor (collectively described as the "Leasehold").

7. The Leasehold is located, all or in part, in the Borough of Troy, in the County of Bradford, in the Commonwealth of Pennsylvania, and are bounded substantially, formerly or currently as follows:

On the North by: Redington Avenue;

On the East by: Route 14;

On the South by: 52-68.02-104;

On the West by: 52-68.02-107;

Tax ID No(s). 52-68.02-106

Deed or other instrument by which Lessor acquired title: BK 575, PG 930

and described for the purposes of this Lease as containing 0.05 acres, more or less, including all contiguous, appurtenant, submerged or riparian lands owned or hereinafter owned by Lessor (collectively described as the "Leasehold").

Repsol Oil & Gas USA, LLC
ORDER OF PAYMENT
New Paid Up

DATE: _____, 20

On approval of the agreement associated herewith and on approval of terms and subject to verification of title to same, **Repsol Oil & Gas USA, LLC** will make payment as indicated herein by check within 120 days of execution of this Order Of Payment by the Lessor as indicated below. No default shall be declared for failure to make payment until 60 days after receipt of written notice from payee of intention to declare such default.

PAY TO Borough of Troy, aka Troy Borough, aka Troy Boro Hall

the amount of **Seven Thousand Sixty & 00/100** \$ **7,060.00**

Address **110 Elmira Street**
Troy, PA 16947

Payee Contact Information	Commonwealth	Township	County
Borough of Troy, aka Troy Borough, aka Troy Boro Hall Phone: Email:	PA	Troy Borough	Bradford

Project Name: _____ Area #: _____ Total Gross Acres: **7.06**

Tax Map ID # 52-68.04-64	Gross Acres 0.91	Oil & Gas Ownership	100.00 %
Tax Map ID # 52-68.01-1	Gross Acres 0.85	Oil & Gas Ownership	100.00 %
Tax Map ID # 52-68.04-14	Gross Acres 0.82	Oil & Gas Ownership	100.00 %
Tax Map ID # 52-68.04-13	Gross Acres 0.48	Oil & Gas Ownership	100.00 %
Tax Map ID # 52-68.02-190	Gross Acres 0.29	Oil & Gas Ownership	100.00 %
Tax Map ID # 52-68.03-140	Gross Acres 3.66	Oil & Gas Ownership	100.00 %
Tax Map ID # 52-68.02-106	Gross Acres 0.05	Oil & Gas Ownership	100.00 %

This is payment in full for 5-year Primary Term Paid-Up Oil & Gas Lease.

If Lessee receives evidence that Lessor does not have title to all or any part of the rights to the parcels above identified, Lessee may immediately withhold payments, or any portion thereof, that would otherwise be due and payable hereunder to Lessor until the adverse claim is fully resolved to the satisfaction of Lessee and this Lease shall remain valid and in full force and effect during any such period that payments are withheld, notwithstanding anything to the contrary contained herein. If Lessor owns more or less than the interest defined herein, Lessee may, without immediate notice to Lessor, increase or reduce the consideration payable hereunder proportionate to actual interest owned by Lessor; or in the case of a lesser interest, may surrender the lease without payment of any consideration whatsoever to Lessor.

Borough of Troy aka Troy Borough, aka Troy Boro Hall

Lessor Signature _____ Date of Lessor's Signature _____

By:

As:

Lessor Signature _____ Date of Lessor's Signature _____

By:

As:

Completed by: _____

Approved by _____ Date _____ Method _____

Note. If more than one person is listed on the same check, the first person named on the check will be forwarded a Form 1099, if required, for tax purposes. If you have questions regarding this, please contact lessee.

COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF TRANSPORTATION
 BUREAU OF MUNICIPAL SERVICES
 MLF ALLOCATIONS REPORT

XX Estimated Municipal Liquid Fuels (MLF) Sep 10 2024 11:16AM

COUNTY MUN CODE CODE	MUNICIPALITY NAME	MILES	POPULATION	GROSS ALLOCATION	BRIDGE INSP COST	NET ALLOCATION	20 % ALLOCATION
08 234	WEST BURLINGTON	18.57	737	71,015.09	0	71,015.09	14,203.02
08 235	WILMOT	56.90	1,131	197,743.10	0	197,743.10	39,548.62
08 236	WINDHAM	33.17	818	118,069.56	0	118,069.56	23,613.91
08 237	WYALUSING	36.84	1,175	135,826.58	0	135,826.58	27,165.32
08 238	WYSOX	23.25	1,573	100,364.80	0	100,364.80	20,072.96
08 401	ALEA BOROUGH	0.77	133	4,748.82	0	4,748.82	949.76
08 402	ATHENS	13.31	3,267	99,135.39	0	99,135.39	19,827.08
08 403	BURLINGTON	0.16	144	3,036.19	0	3,036.19	607.24
08 404	CANTON	5.75	1,735	48,527.03	0	48,527.03	9,705.41
08 405	LERAYSVILLE	2.20	292	12,018.19	0	12,018.19	2,403.64
08 406	MONROE	2.60	478	16,544.14	0	16,544.14	3,308.83
08 407	NEW ALBANY	1.51	251	9,139.71	0	9,139.71	1,827.94
08 408	ROME BOROUGH	0.60	384	8,638.20	0	8,638.20	1,727.64
08 409	SAYRE	24.91	5,461	174,028.82	0	174,028.82	34,805.76
08 410	SOUTH WAVERLY	6.76	1,070	39,971.37	0	39,971.37	7,994.27
08 411	SYLVANIA	0.81	215	6,318.03	0	6,318.03	1,263.61
08 412	TOWANDA	12.43	2,798	88,125.10	0	88,125.10	17,625.02
08 413	TROY BOROUGH	5.65	1,249	39,654.99	0	39,654.99	7,931.00
08 414	WYALUSING	3.88	613	22,922.04	0	22,922.04	4,584.41
County Totals:		1429.25	59,967	5,522,537.94	0	5,522,837.94	1,104,567.59

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
BUREAU OF MUNICIPAL SERVICES
MLF ALLOCATIONS REPORT

XX Estimated Municipal Liquid Fuels (MLF) Sep 10 2024 11:16AM

STATE	CTY	MUNICIPALITY NAME	MILES	POPULATION	LAND AREA	SPF/PC	POPULATION/ACRE	NET	PER CAPITA
Bradford County									
PA	421	ALBANY	43.14	963	106.31	1,000.00	9.00	113,587.42	12,617.49
PA	303	ARMERIA	18.86	817	84.82	1,000.00	9.70	94,629.57	11,825.73
PA	241	ASPHUR	21.12	1,001	89.82	1,000.00	11.20	99,821.85	12,984.37
PA	242	ATLANTIC	21.10	1,189	106.34	1,000.00	10.80	106,334.53	12,106.51
PA	243	BURLINGTON	32.74	781	102.18	1,000.00	9.70	112,567.46	14,421.29
PA	244	CANTON	19.35	1,287	104.57	1,000.00	9.70	104,573.54	10,914.31
PA	245	CHAMPAIGN	42.73	7181	104.19	1,000.00	9.70	104,093.49	10,818.82
PA	246	FRANKLIN	21.14	607	108.11	1,000.00	9.70	10,951.74	11,101.15
PA	247	GRANVILLE	41.03	899	144.24	1,000.00	9.70	10,347.70	10,849.54
PA	248	HEADINGTON	10.41	747	109.18	1,000.00	9.70	108,144.12	17,158.54
PA	249	LEBUTY	14.87	631	117.07	1,000.00	9.70	98,131.40	10,104.06
PA	250	LITCHFIELD	46.15	3,224	160.87	1,000.00	9.70	120,409.77	11,183.51
PA	251	MCNALLY	23.13	1,144	96.11	1,000.00	9.70	105,110.38	10,647.11
PA	252	MOUNTAIN	17.10	1,023	104.65	1,000.00	9.70	104,961.76	11,056.18
PA	253	NEWFIELD	16.47	1,196	109.06	1,000.00	9.70	109,261.74	11,248.11
PA	254	WELDON	20.10	1,267	101.34	1,000.00	9.70	103,164.59	10,710.21
PA	255	WHITE	18.67	716	107.48	1,000.00	9.70	101,704.81	10,471.07
PA	256	WILKESON	21.14	1,994	101.18	1,000.00	9.70	101,188.37	10,317.71
PA	257	ZION	17.14	1,071	107.14	1,000.00	9.70	101,181.47	10,319.76
PA	258	CHESSEY	19.10	1,158	113.16	1,000.00	9.70	101,181.47	10,319.76
PA	259	LAKEVILLE	29.47	1,417	118.10	1,000.00	9.70	108,181.09	11,178.11
PA	260	LAUREL	17.17	1,118	102.35	1,000.00	9.70	102,160.36	10,432.46
PA	261	LAURENTIA	29.54	1,144	102.46	1,000.00	9.70	10,470.14	10,684.47
PA	262	STANDING STONE	27.46	1,073	105.16	1,000.00	9.70	10,790.11	10,458.76
PA	263	STEVENS	10.84	623	101.57	1,000.00	9.70	111,571.71	11,154.72
PA	264	TERRY	41.03	815	140.13	1,000.00	9.70	105,181.71	10,106.54
PA	265	TOWANDA	18.43	1,036	106.48	1,000.00	9.70	108,448.18	10,933.68
PA	266	TROY	36.51	1,050	105.77	1,000.00	9.70	115,797.14	12,159.42
PA	267	WILDCAT, PA	10.10	1,116	101.05	1,000.00	9.70	101,100.67	10,311.12
PA	268	WALTER	20.11	1,116	104.74	1,000.00	9.70	105,913.67	11,193.04
PA	269	WAPPEN	42.37	1,018	101.62	1,000.00	9.70	101,160.67	10,112.67
PA	270	WILDE	23.12	1,061	101.85	1,000.00	9.70	101,155.74	10,111.18

Re: Per Capita and Occupation Tax

August 9, 2024

Bradford County Assessment Office is seriously exploring options on passing the service of creating and maintaining the Per Capita and Occupation tax rolls to the entity that receives the funds.

The Local Tax Enabling Act places the burden on creating and maintaining the list on the political subdivisions and municipalities that collect the tax when this transfers.

You would have several options. You may decide to maintain your own tax roll in your system or you can contract out to a company who can meet your specific needs. I did reach out to Berkheimer. Berkheimer is a Tax Administrator and is very well known in the industry. I received pricing and it is very reasonable but you should also check with other companies who offer the same or similar services. To reach out to Berkheimer, please call Ashley Rowe at 610-588-0965 ext. 2167.

After speaking to other counties that have discontinued this process, another option would be not to charge the tax. They stated most school districts and municipalities decided to not charge either tax and to just very slightly increase millage to reflect the difference. This would alleviate maintaining as well as billing, printing, and mailing these taxes, which can get costly.

Please reach out to discuss, I welcome your thoughts. I can be reached at 570 265 1714 or via email, kleinc@bradfordcountypa.gov. I look forward to hearing from you. Thank you.

Sincerely,

Colleen M Klein, CPE

Chief Assessor

kleinc@bradfordcountypa.gov

570 265 1714

0.75
14,617 3702-614

0.70
13,642

PER-CAPITA 5,914.33
OCCUPATION 7,789.85

19,489,385
1,422

ASSESS
VALUATION

13,704.18

TROY BOROUGH
GENERAL FUND
INCOME STATEMENT AND BUDGET

	1 Month Ended	1 Month Ended	12 Months Ended	12 Months Ended	VARIANCE	%	CY/LY	Var.	BUDGET	REMAINING BUDGET
	December 31, 2023	December 31, 2022	December 31, 2023	December 31, 2022						
BUDGETED REVENUES										
R.E. TAXES CURRENT (301.10)	\$ 851.59	\$ (238.34)	\$ 286,288.05	\$ 290,632.21	\$ (4,344.16)	1.49				
R.E. TAXES PRIOR (301.20)	0.00	0.00	8,610.50	5,913.58	1,696.92	-24.54				
R.E. TAXES DELINQUENT (301.30)	0.00	210.54	13,634.41	12,509.19	1,125.22	-9.00				
PER CAPITA CURRENT (310.01)	143.00	222.00	4,289.60	4,370.60	(81.00)	1.85				
PER CAPITA PRIOR (310.02)	0.00	154.00	1,430.00	1,265.00	165.00	-13.04				
R.E. TRAN. TAX DEED (310.10)	1,149.05	0.00	28,065.98	12,278.10	15,789.88	-128.62				
EARNED INC TAX CURR (310.21)	4,325.49	7,178.12	98,677.48	83,033.47	15,644.01	-18.84				
EARNED INC TAX PRIOR (310.02)	0.00	0.00	18,288.95	21,991.82	(3,702.87)	16.84				
OCCUP. TAXES CURRENT (310.41)	247.50	76.50	4,888.80	4,927.05	(38.25)	0.78				
OCCUP. TAXES PRIOR (310.42)	0.00	371.25	2,417.25	2,318.25	99.00	-4.27				
CABLE TELE. FRANCH. (321.80)	5,541.68	0.00	16,850.31	8,696.22	8,154.09	-93.77				
FINES, FORF., COST (330.00)	566.50	1,068.64	7,376.37	7,342.12	34.25	-0.47				
INTEREST (340.00)	503.77	211.08	4,954.16	1,812.17	3,141.99	-173.38				
PURTA GRANT MONEY	0.00	0.00	0.00	435.71	(435.71)	100.00				
STATE AID ACT 205 TVFD(351.20)	0.00	0.00	6,172.50	6,270.39	(97.89)	1.56				
STATE AID PENSION GRANT	0.00	0.00	44,864.66	41,498.61	3,366.05	-8.11				
BEVERAGE & LIQUOR (355.04)	0.00	0.00	300.00	300.00	0.00	0.00				
POLICE SERVICES (362.10)	15.00	15.00	120.00	105.00	15.00	-14.29				
BUILDING PERMITS (362.41)	50.00	35.00	294.45	179.94	114.51	-63.64				
PARKING VIOLATIONS (363.21)	0.00	0.00	35.00	0.00	35.00	0.00				
ROYALTY INCOME	0.00	3,042.96	13,104.87	37,546.11	(24,441.24)	65.10				
RECYCLE GRANT	1,209.82	0.00	1,209.82	610.54	599.28	-98.16				
Misc. Rev. Receipts (383.20)	0.00	0.00	84,667.63	554.02	84,113.61	15,182.41				
MED INS-EMPLOYEE CONTRIBUTION	37.12	52.50	507.64	514.62	(6.98)	1.36				
TOTAL BUDGETED REVENUES	14,640.52	12,397.25	647,048.43	546,102.72	\$ 100,945.71	\$ 18.48	\$ 516,120.58	\$ (130,927.85)		

BUDGETED EXPENSES

ADMINISTRATION

PART TIME WAGES	0.00	0.00	1,530.52	1,280.25	250.27	19.55
PAYROLL FEES (402.310)	56.00	66.70	714.00	695.35	18.65	2.68

**TROY BOROUGH
GENERAL FUND
INCOME STATEMENT AND BUDGET**

	1 Month Ended	1 Month Ended	12 Months Ended	12 Months Ended	VARIANCE	%		
	December 31, 2021	December 31, 2020	December 31, 2021	December 31, 2020	CY/LY	Var.	BUDGET	REMAINING BUDGET
BUDGETED REVENUES								
R.E. TAXES CURRENT (301.10)	\$ 495.87	\$ 3,981.03	\$ 301,857.22	\$ 292,516.52	\$ 9,340.70	-3.19		
R.E. TAXES PRIOR (301.20)	0.00	0.00	0.00	8,531.49	(8,531.49)	100.00		
R.E. TAXES DELINQUENT (301.30)	75.35	0.00	16,768.08	15,244.83	1,523.25	-9.99		
PER CAPITA CURRENT (310.01)	121.00	797.00	4,508.60	5,097.00	(588.40)	11.54		
PER CAPITA PRIOR (310.02)	0.00	0.00	1,859.00	1,342.00	517.00	-38.52		
R.E. TRAN. TAX DEED (310.10)	0.00	0.00	27,967.21	8,079.15	19,888.06	-246.17		
EARNS INC TAX CURR (310.21)	3,349.64	3,319.40	64,674.85	67,057.85	(2,383.00)	3.55		
EARNS INC TAX PRIOR (310.02)	0.00	0.00	22,052.40	20,902.46	1,149.94	-5.50		
OCCUP. TAXES CURRENT (310.41)	247.50	1,225.00	6,518.70	6,598.90	(80.20)	1.22		
OCCUP. TAXES PRIOR (310.42)	0.00	0.00	2,029.50	2,435.00	(405.50)	16.65		
CABLE TELE. FRANCH. (321.80)	3,167.27	0.00	14,387.46	10,971.53	3,415.93	-31.13		
FINES, FORF., COST (330.00)	587.99	1,235.97	9,013.82	11,726.99	(2,713.17)	23.14		
INTEREST (340.00)	81.38	71.01	854.08	1,190.14	(336.06)	28.24		
PURTA GRANT MONEY	0.00	0.00	391.26	420.38	(29.12)	6.93		
STATE AID ACT 205 TVFD(351.20)	0.00	0.00	5,419.53	6,103.72	(684.19)	11.21		
STATE AID PENSION GRANT	0.00	0.00	11,385.00	28,686.57	(17,301.57)	60.31		
BEVERAGE & LIQUOR (355.04)	0.00	0.00	150.00	150.00	0.00	0.00		
IN LIEU OF TAXES (356.00)	0.00	0.00	8,896.02	9,461.88	(565.86)	5.98		
POLICE SERVICES (362.10)	30.00	30.00	135.00	165.00	(30.00)	18.18		
BUILDING PERMITS (362.41)	92.99	50.00	430.10	333.07	97.03	-29.13		
PARKING VIOLATIONS (363.21)	0.00	0.00	35.00	100.00	(65.00)	65.00		
ROYALTY INCOME	2,942.50	3,015.10	20,330.48	15,504.70	4,825.78	-31.12		
RECYCLE GRANT	1,543.80	0.00	1,543.80	1,469.00	74.80	-5.09		
OVER/SHORT	0.00	0.00	0.00	5.00	(5.00)	100.00		
Misc. Rev. Receipts (383.20)	0.00	0.00	95,899.59	17,121.42	78,778.17	-460.11		
MED INS-EMPLOYEE CONTRIBUTION	52.50	37.12	538.20	482.56	55.64	-11.53		
TOTAL BUDGETED REVENUES	12,767.79	13,761.63	617,644.90	531,897.16	\$ 85,947.74	\$ 16.16	\$ 516,120.58	\$ (101,524.32)

BUDGETED EXPENSES

ADMINISTRATION

PART TIME WAGES	0.00	0.00	974.78	8,528.10	(7,553.32)	-88.57
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**TROY BOROUGH
GENERAL FUND
INCOME STATEMENT AND BUDGET**

	1 Month Ended	1 Month Ended	12 Months Ended	12 Months Ended	VARIANCE	%		
	December 31, 2022	December 31, 2021	December 31, 2022	December 31, 2021	CY/LY	Var.	BUDGET	REMAINING BUDGET
BUDGETED REVENUES								
R.E. TAXES CURRENT (301.10)	\$ 2,540.49	\$ 22.76	\$ 293,411.04	\$ 301,384.11	\$ (7,973.07)	2.65		
R.E. TAXES PRIOR (301.20)	0.00	0.00	6,913.58	0.00	6,913.58	0.00		
R.E. TAXES DELINQUENT (301.30)	210.54	75.35	12,509.19	16,768.08	(4,259.89)	25.40		
PER CAPITA CURRENT (310.01)	242.00	(79.00)	4,390.60	4,308.60	82.00	-1.90		
PER CAPITA PRIOR (310.02)	154.00	0.00	1,265.00	1,859.00	(594.00)	31.95		
R.E. TRAN. TAX DEED (310.10)	0.00	0.00	12,276.10	27,967.21	(15,691.11)	55.11		
EARNS INC TAX CURR (310.21)	7,241.94	3,349.64	83,097.29	64,674.85	18,422.44	-28.43		
EARNS INC TAX PRIOR (310.02)	0.00	0.00	21,991.82	22,052.40	(60.58)	0.27		
OCCUP. TAXES CURRENT (310.41)	346.50	135.00	5,197.05	5,406.20	(1,209.15)	18.87		
OCCUP. TAXES PRIOR (310.42)	371.25	0.00	2,318.25	2,029.50	288.75	-14.23		
CABLE TELE. FRANCH. (321.80)	0.00	3,167.27	8,696.22	14,387.46	(5,691.24)	39.56		
FINES, FORF., COST (330.00)	1,066.64	587.99	7,342.12	9,013.82	(1,671.70)	18.55		
INTEREST (340.00)	211.08	61.38	1,812.17	854.08	958.09	-112.18		
PURTA GRANT MONEY	0.00	0.00	435.71	391.26	44.45	-11.36		
STATE AID ACT 205 TVFD(351.20)	0.00	0.00	6,270.39	5,419.53	850.86	-15.70		
STATE AID PENSION GRANT	0.00	0.00	41,498.61	11,385.00	30,113.61	-264.50		
BEVERAGE & LIQUOR (355.04)	0.00	0.00	300.00	150.00	150.00	-100.00		
IN LIEU OF TAXES (356.00)	0.00	0.00	0.00	8,896.02	(8,896.02)	100.00		
POLICE SERVICES (362.10)	15.00	30.00	105.00	135.00	(30.00)	22.22		
BUILDING PERMITS (362.41)	35.00	92.99	179.94	430.10	(250.16)	58.16		
PARKING VIOLATIONS (363.21)	0.00	0.00	0.00	35.00	(35.00)	100.00		
ROYALTY INCOME	3,042.96	2,942.50	37,546.11	20,330.48	17,215.63	-84.68		
RECYCLE GRANT	0.00	1,543.80	610.54	1,543.80	(933.26)	60.45		
Misc. Rev. Receipts (383.20)	0.00	0.00	554.02	95,899.59	(95,345.57)	99.42		
MED INS-EMPLOYEE CONTRIBUTION	52.50	52.50	514.62	538.20	(23.58)	4.38		
TOTAL BUDGETED REVENUES	15,529.90	11,982.18	549,235.37	\$ 16,859.29	\$ (67,623.92)	\$ (10.96)	516,120.58	\$ (33,114.79)

BUDGETED EXPENSES

ADMINISTRATION

PART TIME WAGES	0.00	0.00	1,280.25	974.78	305.47	31.34
PAYROLL FEES (402.310)	66.70	66.70	695.35	707.02	(11.67)	-1.65



BKE Services
379 Porter Rd
Troy, Pennsylvania 16947
Phone: (570) 529-1784
Email: bkins45@gmail.com

MAKING CONNECTIONS THAT MATTER
HULL BROS CO.

Prepared For

Troy Borough Water Co.
49 Elmira Street, 110 Elmira Street
Troy, PA 16947

BKE Services	Estimate #	87
379 Porter Rd	Date	07/30/2024
Troy, Pennsylvania 16947	PO #	Readington Ave Transfer Sw.
Phone: (570) 529-1784		Install
Email: bkins45@gmail.com	Business / Tax	PA192898
	#	

Description	Rate	Quantity	Total
Scope of Work	\$6,675.00	1	\$6,675.00

Install the means to accomplish an efficient alternative to utility power in the event of utility failure.

-Current service entrance (SE) will need to be inspected with this installation and therefore will need to be updated to current code standards.

-Current SE needs to have a main fused disconnect sized at 125% of the actual load. This therefore needs a min of a 150A SE. This exceeds the meter base rated amperage and the SE above the meter base that is existing and shared with Shannon's Tire. Therefore this estimate is to install a new separate SE from the top of the weather head down the wall into a new meter base and then into a main fused disconnect with a transfer switch.

Estimate includes:

- 200A 3 phase manual transfer switch connected after the meter but before the panel.
- 200A 3 phase main breaker as per code requirements installed before the transfer switch.
- Will install a Generac Transfer switch as it houses both the main breaker and a transfer switch that can be used manually---

This estimate does not include anything additional to the scope of work if not in the scope of the work description.

Excluded:

Any change that Penelec engineering may require due to the age of current service entrance, resulting in additional work needing to be done.

- If this estimate is accepted, then Penelec engineering will be contacted for their approval.
- If they do not approve; then this estimate shall be amended with the changes before work will proceed.

Flexible Genset leads 1/0 Cu	\$900.00	1	\$900.00
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40 foot long genset leads from transfer switch to a portable generator (genset). Phase tape will be applied to the terminal ends for labeling phase rotation and high leg. Leads will be left as is without ends for now. Different genset sizes have different sized quick connectors making it impossible to standardize. If a genset is purchased by the boro or they specify a specific genset then the cord set can be set up for that specific genset.

Estimate, Utility Electrical Inspection	\$150.00	1	\$150.00
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Utility required electrical inspection, performed by a 3rd party licensed electrical inspector.

Conditions, Service Upgrade	\$0.00	1	\$0.00
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All Material shall be installed in a neat workmanship manner. Also all trash created by work will be removed and the property will be left as good or better than it was found within reason.

Estimate includes any/all coordination with the inspector, utility and owner.

Conditions, General	\$0.00	1	\$0.00
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1. 50% Total Due before work will be started.
2. Total Due upon completion of job, unless otherwise discussed.
3. Estimate good for 45 days, after 45 days price will need to be reviewed as material prices fluctuate.

Payment Method	\$0.00	1	\$0.00
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Cash or Check Preferred; if check, please make out to BKE Services (Blair Kinsman Electric).

Credit/Debit Card Payment available for a 3.49% added convenience fee.

Total Due upon completion of job, unless otherwise discussed.

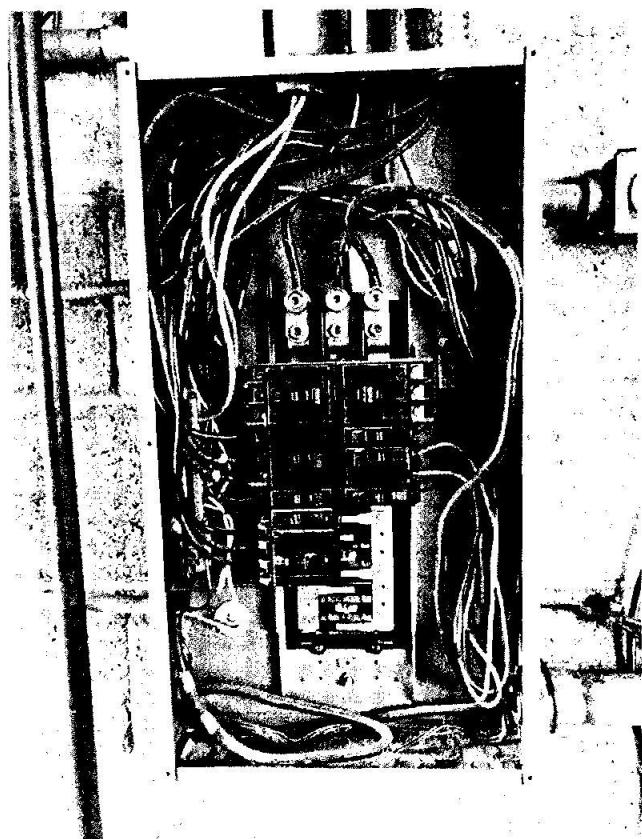
Subtotal	\$7,725.00
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Total	\$7,725.00
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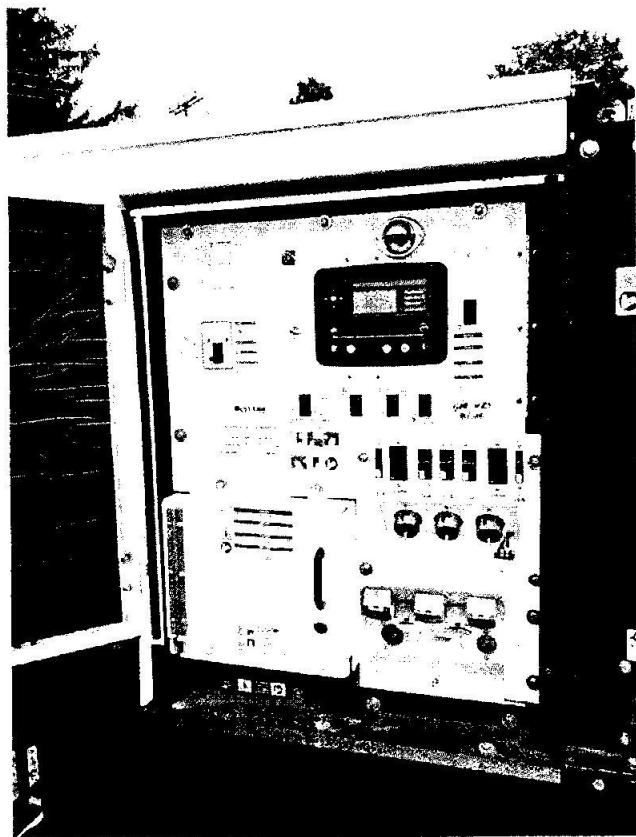


Left meter serves water pump room





Panel needs main disconnect per code



Generac genset 100kw control panel



Weather head SE cap, (top left)

By signing this document, the customer agrees to the services and conditions outlined in this document.

Dan Close

From: Jessica Brown <j.brown@midcodiving.com>
Sent: Thursday, October 3, 2024 12:51 PM
To: Dan Close
Subject: Mixer Info

Hi Dan,

Here's some info on mixers – this is just one manufacturer but they have a pretty good website:
<https://cleanwater1.com/mixing>

Here's some notes that aren't left-handed -

Monitor/repair exterior settling cracks with efflorescence & spalling noted.

Monitor/repair exterior coating failure with corrosion noted.

Monitor/repair interior uniform surface corrosion noted.

Have Midco Diving & Marine Services, Inc. install a PAX Water Mixer.

Have Midco Diving & Marine Services, Inc. clean & inspect every 3 years or less.

Thanks!

Thank you,

 Jessica Brown

Regional Account Manager

jbrown@midcodiving.com

605.791.3030



Nationwide Services

Offices Located In:

Arizona | Colorado | South Dakota

F: 800.238.0217

T: 800.479.1558

www.midcodiving.com

CA General "A" Contractor License #1003247

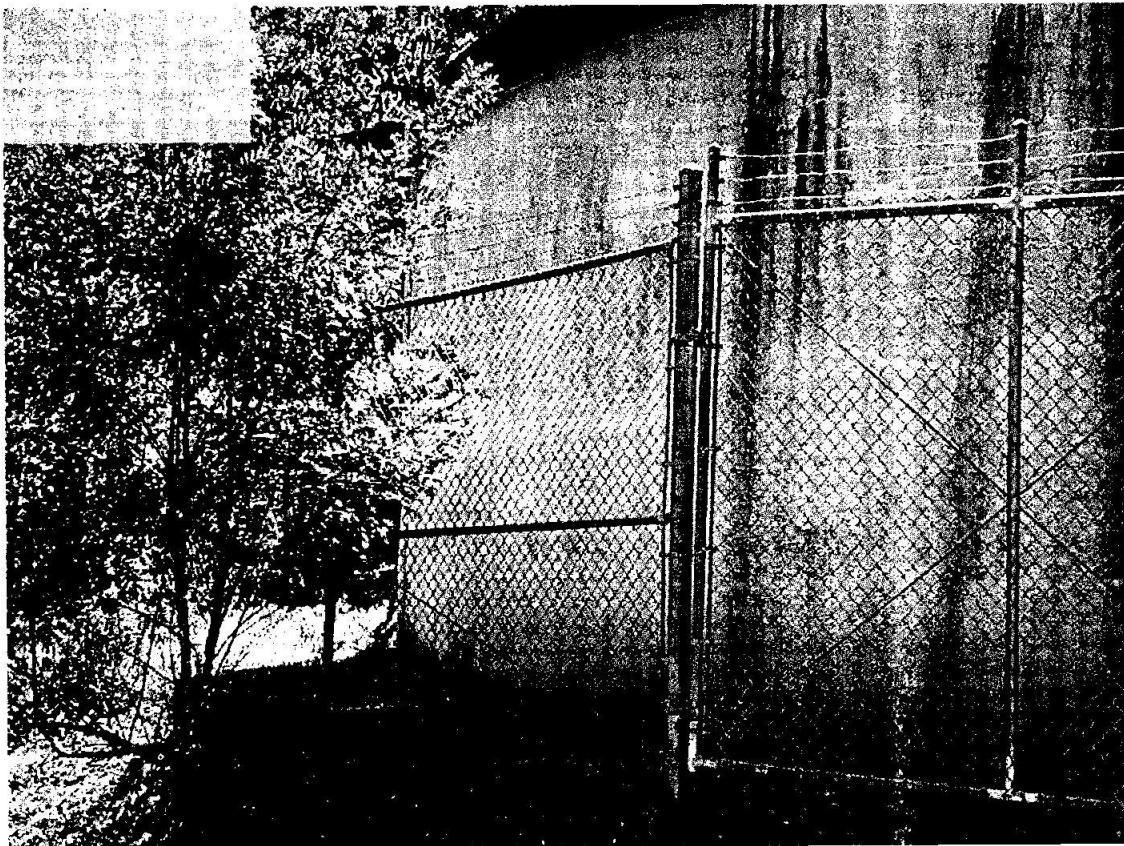
WA General Contractor License # MIDCOPM825MT

AZ General Contractor License # ROC350559



**EPA Region 8 Drinking Water Unit Report
From the Cleaning & Inspection of the**

**Natgun Tank
Troy Borough Water & Sewer Authority
Troy, PA**



**By
Midco Diving & Marine Services, Inc.**

800.479.1558 (P)
800.238.0217 (F)
www.midcodiving.com
info@midcodiving.com

PO Box 513, Rapid City, SD. 57709 – 605.791.3030

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EPA Region 8 Drinking Water Unit
Finished Water Storage Tank Inspection/ Cleaning Checklist

Fill out one checklist per storage tank & submit labeled photos of each tank component with this form

PWS Name: Troy Borough Water & Sewer Authority	PWS ID:
Tank Name: Natgun Tank	Tank ID:
Proposed Inspection Date: September 16, 2024	Actual Inspection Date: September 16, 2024
Name of Person Filling Out Form: Kadi Gill	Title of Person Filling Out Form: Reports Manager
I certify that this information is complete and accurate: Yes Kadi Gill Date: October 2, 2024	

Inspector Qualifications (answer to all questions must be "yes" if entering a confined space)

Name and contact information of inspector or inspection company: **Midco Diving & Marine Services, Inc.**

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Has the inspector completed confined space training?
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Did the inspector have a confined space entry permit?

Overall Tank Condition

Significant Deficiency		Required Correction	Proposed Completion Date	Actual Completion Date
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Does the tank appear to be structurally sound?	If no, what repairs are suggested by the tank inspector?		
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Are there any unprotected openings in the tank (breaches, leaks, daylight coming through tank in spots, etc.)?	If yes, indicate type of breach and how it should be repaired:		

Air Vent

Significant Deficiency		Required Correction	Proposed Completion Date	Actual Completion Date
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	Does the tank have a vent separate from the overflow?	If no, indicate proposed correction:		

Above Ground Tanks (Ground Level or Elevated) Check if NA

<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> NA	<u>Downturned vent:</u> Is the vent at least 24" or 3 pipe diameters above the roof?	If no reconfigure vent to provide proper air gap.		
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<u>Non-downturned vent:</u> Is there a solid cover down to the bottom of the vent screen?	If no, indicate deficiency and proposed correction:		
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<u>Non-downturned vent:</u> Is the screen at least 8" above the roof surface? What is the height of the start of the screening above the tank?	If no, indicate deficiency and proposed correction:		
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is the vent covered with #24 mesh corrosion resistant screening (some exceptions apply)? Mesh Size:	If no, indicate deficiency and proposed correction:		

800.479.1558 (P)

800.238.0217 (F)

www.midcodiving.com

info@midcodiving.com

PO Box 513, Rapid City, SD. 57709 – 605.791.3030

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Buried or Partially Buried Tanks <input checked="" type="checkbox"/> Check if NA				
<input type="checkbox"/> Yes <input type="checkbox"/> No	Is the vent covered with #24 mesh corrosion resistant screening?	If no, install proper #24 mesh corrosion resistant screening.		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the air vent terminate downward?	If no, re-configure the vent so that it terminates downward.		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Is the air vent at least 24" above the tank roof or ground surface (whichever is higher)? What is the height of the vent above the roof or ground surface?	If no, raise air vent to provide for an appropriate air gap.		

Access Hatch				
Significant Deficiency		Required Correction	Proposed Completion Date	Actual Completion Date
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is the hatch raised at least 4" above the roof (for ground level or elevated tanks) or at least 24 inches above the roof or ground, whichever is higher (for buried or partially buried tanks)? What is the height of the access hatch above the roof or ground surface?	If no, the hatch should be raised to the appropriate height above the tank roof or ground.		
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Does the hatch have a shoe box lid?	If no, a properly designed shoe box type lid should be installed.		
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is the lid watertight and sealed with a rubber gasket?	If no, the reason for the lack of a seal should be investigated and repaired.		
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is the hatch locked?	If no, the hatch should be equipped with a lock.		

Overflow <input type="checkbox"/> Check if NA				
Significant Deficiency		Required Correction	Proposed Completion Date	Actual Completion Date
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	Does the tank have an overflow separate from the vent?	If no, indicate proposed correction:		
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discharge has #24 mesh corrosion resistant screen OR a duckbill valve OR a properly sealed flapper valve with a screen inside (EPA recommends #24 mesh screen)?	If no, indicate proposed correction:		
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Overflow terminates between 12 and 24 inches above the ground surface. At what height does the overflow discharge?	If no, modify overflow to provide for an appropriate air gap.		
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Overflow discharges over an inlet structure, splash plate, or engineered riprap?	If no, indicate proposed correction:		
<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA	Does the overflow have an air gap of 3 or more pipe diameters above the entrance to any storm or sanitary sewers?	If yes, indicate proposed correction:		

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<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is there blockage in the overflow, an inadequately sized overflow, a malfunction of the level control system, or other issue that is causing the tank to overflow through the hatch or vent?	If yes, indicate what is causing the problem and how it should be repaired:		
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is the overflow discharge point visible? If no, it is recommended that the discharge point be moved to a location that is visible.		Not Required	

Drain Check if NA

Significant Deficiency		Required Correction	Proposed Completion Date	Actual Completion Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the drainpipe have an air gap of 3 or more pipe diameters above the entrance to any storm or sanitary sewers?	If no, indicate proposed correction:		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the discharge have a #24 mesh corrosion resistant screen OR a duckbill valve OR a properly sealed flapper valve with a screen inside? If no, EPA recommends that a #24 mesh screen be installed.		Not Required	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the drain terminate between 12 and 24 inches above the ground surface and discharges over an inlet structure or splash plate? If no, it is recommended that the discharge point be modified to provide for the appropriate air gap.		Not Required	

Cleaning and Other Items

Significant Deficiency		Required Correction	Proposed Completion Date	Actual Completion Date
Describe any other items noted by the inspector that have the potential to cause contamination of the finished drinking water:		What repairs are suggested to prevent or eliminate the source of contamination?		
Depth of sediment found in the tank before cleaning (inches): Light skiff of sediment noted How was the storage tank cleaned? Diver with vacuum/hand nozzle How was the storage tank disinfected after cleaning? N/A List any objects found inside the tank during cleaning that may have introduced contamination into the water system (examples: debris, animals, etc.): N/A				
<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA	If animal carcasses or other animal debris were found, was EPA notified immediately?			
<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA	Was the entry point for the carcass or debris eliminated? Describe:			
Please attach tank as-built drawings (if available) or a sketch of the tank's configuration and dimensions including the location, layout, and dimensions of all major components (i.e., access hatch, vent, overflow, drain)				

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