



PENNSYLVANIA
AMERICAN WATER

Susan S. Marsh
Corporate Counsel

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March 2, 2015

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility
Commission
North Office Building
Post Office Box 3265
Harrisburg, PA 17105-3265

**Re: Official Use System Map Delivery and Non-Disclosure Agreement dated
February 23, 2015 between West Hanover Township and Pennsylvania American
Water Company**

Dear Ms. Chiavetta:

On behalf of Pennsylvania-American Water Company, I am e-filing, according to
Section 507 of the Public Utility Law, the above-referenced agreement.

Respectfully submitted,

Susan Simms Marsh

blg

Enclosure



**PENNSYLVANIA
AMERICAN WATER**

**OFFICIAL USE SYSTEM MAP DELIVERY AND
NON DISCLOSURE AGREEMENT
(GOVERNMENTAL AGENCY)**

This Official Use System Map Delivery and Non-Disclosure Agreement ("Agreement") is made as of FEBRUARY 23 2015 by and between WEST HANOVER TWP EMA a municipal entity chartered under the laws of the state of Pennsylvania ("Governmental Entity") and Pennsylvania-American Water Company, a Pennsylvania corporation (the "Company").

In consideration of the following and intending to be legally bound hereby, the parties hereto agree as follows.

1. The undersigned signatory on behalf of the Governmental Agency is the chief executive or chief administrative official of the Governmental Agency (the "Chief Executive") and has the authority on behalf of the governmental Agency to enter into the Agreement. The Governmental Agency's obligations under this Agreement are valid, binding and legally enforceable against the Governmental Agency.
2. On behalf of the Governmental Agency, the Chief Executive has requested that the company deliver to the governmental Agency's highest ranking public safety officer under the jurisdiction of the Governmental Agency an Official Use System Map of the Company's fire hydrant locations and/or water mains (the "Map"). A copy of the Governmental Agency's request is attached hereto Exhibit A.
3. Governmental Agency agrees to keep the Map, its contents, descriptions thereof and the Map's physical location confidential. Governmental Agency shall use the Map solely for use in emergency planning and responses and for no other purpose (the "Official Use"). Governmental Agency shall keep the Map in a secure location and shall restrict access to the Map solely to Governmental Agency's employees and agents who need to know the information contained in the Map for the Official Use.
4. The Company shall not be responsible for the accuracy of any information or data contained in the Map. The Company shall be under no obligation to update the Map or otherwise inform the Governmental Agency of any change of circumstances that would render the Map to be inaccurate, except as required by law.
5. The Map shall at all times remain the property of the Company and Governmental Agency agrees to return the Map promptly upon request by the Company. The Map shall not constitute a public record for the purpose on a "freedom of information," "open public record" or similar type statute or regulation (an "Open Records Law"). In the event the Map becomes the subject of a public disclosure or similar request under an Open Records Law, Governmental Agency shall promptly notify the Company of such request and shall afford the Company all means necessary for the Company (at the Company's expense) to take legal action to prevent any public disclosure of the Map under such Open Record Law.

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6. Governmental Agency will not make or authorize to be made any copies of the Map or portions thereof or any drawings or other description or representation of the Map or portions thereof unless authorized by the Company in writing, and will return all said copies, drawings and representation upon request by the Company. Governmental Agency's obligations of confidentiality shall apply to such copies, drawings and representations. Governmental Agency's obligations of confidentiality shall continue and survive following the return to the Company of the Map and any such copies, drawings and representations.

7. The parties agree that their respective obligations under this Agreement are necessary for the protection of the proprietary and other interests of each of them. The parties acknowledge and agree that any breach or violation by one of them of any of the terms of this Agreement will result in immediate and irreparable injury and harm to the other and will cause damage to the other in an amount difficult to ascertain. Accordingly, each of the parties shall be entitled in the event of any such breach or violation by the other party.

8. This Agreement shall be construed in accordance with the laws of the State of Pennsylvania. This Agreement shall not constitute consent to jurisdiction or venue by either party.

9. This Agreement and any amendments hereto may be executed by facsimile signature and in any number of counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have duly executed the Agreement the 23 day of FEBRUARY, 2015.

GOVERNMENTAL AGENCY

COMPANY
PENNSYLVANIA AMERICAN WATER
COMPANY



(AUTHORIZED SIGNATORY)



(AUTHORIZED SIGNATORY)

WILLIAM E. McCAHAN

(PRINTED NAME)
EMERGENCY MGMT COORDINATOR
WEST HANOVER TWP

(POSITION)

Joseph Woodward

(PRINTED NAME)
Manager

(POSITION)

2-23-15

DATE:

2-2-15

DATE:



West Hanover Township
Emergency Management Agency
7624 Jonestown Rd., Harrisburg, PA 17112

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