

**Paul E. Russell**  
Associate General Counsel

**PPL**  
Two North Ninth Street  
Allentown, PA 18101-1179  
Tel. 610.774.4254 Fax 610.774.6726  
perussell@pplweb.com



May 21, 2010

Rosemary Chiavetta, Esquire  
Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, Pennsylvania 17120

RECEIVED  
2010 MAY 24 AM 10:30  
PA.P.U.C.  
SECRETARY'S BUREAU

**Re: PPL Electric Utilities Corporation  
Easement Agreements -  
Milton Regional Sewer Authority**

Dear Ms. Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") are an original and three (3) copies of a Drainage Easement Agreement between PPL Electric and the Milton Regional Sewer Authority. This filing is being filed pursuant to 66 Pa. C.S.A. § 507.

Pursuant to 52 Pa. Code § 1.11, the enclosed documents are to be deemed filed on May 21, 2010, which is the date deposited in the U. S. mail as shown by the U. S. Postal Service stamp on the envelope.

In addition, please date and time-stamp the enclosed extra copy of this letter and return it to me in the envelope provided.

If you have any questions please call me.

Very truly yours,

Paul E. Russell

Enclosures

Prepared By: PPL Services Corporation  
610-774-6289

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Return to: Milton Regional Sewer Authority  
5585 State Route 405  
P.O. Box 433  
Milton, PA 17847

PA.P.U.C.  
SECRETARY'S BUREAU

Parcel ID#: 035-00-018-077 – PPL  
035-00-018-060 – Milton Regional Sewer Authority

### DRAINAGE EASEMENT

THIS AGREEMENT, made this 9<sup>th</sup> day of April, 2010, between PPL ELECTRIC UTILITIES CORPORATION, formerly known as PP&L, Inc., formerly known as Pennsylvania Power & Light Company, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with principal office in the City of Allentown, Pennsylvania, hereinafter called "PPL," and the MILTON REGIONAL SEWER AUTHORITY, 5585 State Route 405, P.O. Box 433, Milton, PA 17847-0433, hereinafter called "Sewer Authority."

### WITNESSETH

WHEREAS, PPL Electric Utilities Corporation is the owner in fee of a tract of land, known as Tax Map Parcel No. 035-00-018-077, situated in the Borough of Milton, Northumberland County.

AND WHEREAS, the Sewer Authority desires to acquire an easement from PPL for the construction of two (2) 12-inch diameter PVC force mains from its Cameron Avenue pump station, one (1) boring pit and one (1) receiving pit on PPL's fee-owned property at their Milton Substation (tax map parcel no. 035-00-018-077) and on PPL's Milton-Lycoming line right of way on property owned by the Sewer Authority and known as tax map parcel 035-00-018-060.

NOW, THEREFORE, for and in consideration of the sum of Three Hundred Dollars (\$300.00) and other administrative fees, receipt whereof is hereby acknowledged, PPL does hereby grant Sewer Authority, their successors and assigns, an easement as shown on plan entitled Force Main Plan and Profile for Cameron Avenue Pump Station Force Main Upgrade, Drawing No. PR-1, prepared by Herbert, Rowland & Grubic, Inc. Engineering and Related Services, dated December 2009.

UNDER AND SUBJECT, NEVERTHELESS, to the following reservations, terms, and conditions:

1. The installation of the said facilities shall be subject to approval of all property owners and in compliance with the requirements of any municipal, state or other governmental agencies.
2. No additional changes to existing and/or proposed grades shall be allowed without PPL's prior approval based on detailed drawings.
3. No buildings, or other structures, temporary or permanent, may be erected on the property or within the right of way without prior approval of PPL.
4. Storage of material or regular parking of vehicles which contain highly flammable or explosive cargoes are prohibited. Storage of flammable fuels or fueling of vehicles is also prohibited.
5. PPL reserves unrestricted rights of ingress or egress for line maintenance or other work. Access to PPL facilities shall at no time be impeded.
6. PPL, its successors, assigns, or lessees, retains the right to construct, operate, maintain, and from time to time to construct or reconstruct any of its existing or future facilities within its right of way, including the installation of any poles, towers, wires, including communication and fiber optic, counterpoise, guys, fixtures, or apparatus necessary to maintain PPL facilities, without any obligation to restore the surface or relocate any barriers.
7. Sewer Authority, their successors or assigns, shall limit the installation of the facilities to the dimensions as indicated on the plan(s) hereby attached and made a part of the agreement hereto. Sewer Authority shall submit revised plans to PPL for proper review prior to installation of any other facilities.
8. PPL shall be relieved of all responsibility for environmental problems resulting from construction on or use of PPL property or right of way and any such problems shall be resolved without expense to PPL and with the approval of and to the satisfaction of all appropriate local, state and federal governmental agencies.
9. Sewer Authority hereby releases, quitclaims, discharges, indemnifies, defends and holds harmless PPL, its officers, directors, employees, agents, successors and assigns from and against any and all loss liability, including environmental, damages, demands, claims, suits, fines, penalties or causes of action whatsoever, caused by, resulting from, or in any way related to Sewer Authority's presence within PPL's property and right of way, including resolving any environmental problems, without expense to PPL, to the satisfaction of all appropriate local, state and federal governmental entities.

10. Sewer Authority agrees to indemnify, defend and save harmless PPL from any and all damages or losses sustained by Sewer Authority through the use of PPL equipment, including trucks, etc., which may be operated over said premises or resulting from any lawful use of its premises by PPL and Sewer Authority agrees to be liable for any and all damages sustained by PPL as the result of the installation, operation, and maintenance of facilities, so long as PPL has not acted in a negligent manner.
11. The agreement shall commence as indicated on the aforesaid date and continue thereafter; however, should Sewer Authority violate any of the reservations, terms, or conditions set forth in this agreement and fails to cure such breach within thirty (30) days of receipt of written notice from PPL, PPL may forthwith declare this agreement terminated.
12. The agreement shall extend to and be binding upon the respective successors and assigns of each of the parties hereto.
13. Blasting under or near PPL facilities is prohibited unless a blasting procedure is submitted to and approved by PPL. If blasting is required, PPL's Regional System Maintenance and Engineering Group must be notified at least 5 working days in advance, so that any necessary precautions may be taken to avoid damage to PPL lines and interruptions of service to PPL customers. PPL assumes no liability in approving the blasting procedure but reserves the right to prohibit any blasting that is not performed in a safe manner.
14. If counterpoise, usually 12 inches to 18 inches below grade, or any other PPL facility is damaged or severed, the damage shall be reported immediately to PPL. The damaged facility will be re-established by PPL at the responsible party's expense.
15. Any cranes or other equipment which may be used in close proximity to PPL lines for the installation of the aforesaid facilities must be operated in a manner which will avoid contact with the electric lines, in accordance with the safety standards established and promulgated by the Department of Labor and Industry and the Federal Occupational Safety and Health Act and its regulations in effect or proposed as of the date of this agreement.
16. Relocation or temporary reinforcement of PPL's facilities, if any, will be done at Sewer Authority's expense.
17. Sewer Authority agrees to restore the subject property and right of way to its original condition and to be responsible for any ground settling which may result from the installation of the facilities, for a period of one (1) year from completion of facilities, and any maintenance which may be required thereafter.

18. Any grading done in connection with the paving and use of Sewer Authority's property or right of way shall be done in such a manner as to avoid reduction in the clearance between PPL's wires and the present surface to the right of way. Any costs incurred by PPL to correct said clearances shall be borne by Sewer Authority.
19. All facilities shall be installed in a manner which will allow passage of heavy equipment (up to 25 tons double axle weight) over the facilities and PPL will not be liable for any damages to facilities installed on its right of way.
20. Any cathodic protection that may be required shall be installed and maintained by Sewer Authority at no expense to PPL. Sewer Authority shall be responsible for any mitigation costs that may result from the use of the cathodic protection system to protect PPL's system, which may include the removal of the cathodic protection system at PPL's discretion. Remediation of stray voltage or currents on the pipeline due to the proximity to PPL facilities will be at the expense of Sewer Authority.
21. A 20' minimum horizontal separation shall be maintained from the centerline of any underground facility to the nearest parallel overhead line conductor to provide a safe working space during construction and maintenance of the underground facility.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first written above.

WITNESS:

Janet A. Schultz

PPL ELECTRIC UTILITIES CORPORATION

By:

Robert J. Farley

Robert J. Farley  
 Manager-Real Estate Services of PPL Services Corporation and Authorized Agent for PPL Electric Utilities Corporation

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WITNESS:

Paul J. Bough

MILTON REGIONAL SEWER AUTHORITY

By:

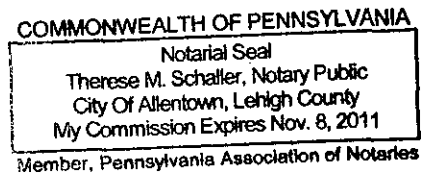
George Myers  
 George Myers, Superintendent

COMMONWEALTH OF PENNSYLVANIA)  
: SS  
COUNTY OF LEHIGH )

On this the 13<sup>th</sup> day of April, 2010, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Robert J. Farley, who acknowledged himself to be the Manager – Real Estate Services of PPL Services Corporation and authorized agent for PPL Electric Utilities Corporation, a corporation, and that he as such authorized agent, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as authorized agent.

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

Therese M. Schaller  
Notary Public

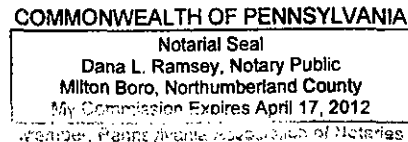


COMMONWEALTH OF PENNSYLVANIA)  
: SS  
COUNTY OF NORTHUMBERLAND )

On this the 9<sup>th</sup> day of April, 2010, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared George Myers, who acknowledged himself to be the Superintendent and Authorized Agent of the Milton Regional Sewer Authority, and that he as such Superintendent and Authorized Agent, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said Milton Regional Sewer Authority by himself as Superintendent and Authorized Agent.

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

Dana L. Ramsey  
Notary Public



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PPL  
2 N. 9th Street  
Allentown, PA 18101-1179



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Rosemary Chiavetta, Esquire  
Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
P. O. Box 3265  
400 North Street  
Harrisburg, Pennsylvania 17105-3265