

**Paul E. Russell**  
Associate General Counsel

**PPL**  
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Allentown, PA 18101-1179  
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October 18, 2010

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

RECEIVED  
2010 OCT 19 AM 10:20  
PA P.U.C.  
SECRETARY'S BUREAU

**Re: Agreement between PPL Electric Utilities Corporation  
and Milton Regional Sewer Authority for Use of Right of Way**

Dear Ms. Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") are an original and three (3) copies of an Agreement between PPL Electric and the Milton Regional Sewer Authority for use of a portion of PPL Electric's Milton-Lycoming line right of way. 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 October 18, 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

RECEIVED

2010 OCT 19 AM 10:20

**AGREEMENT**

PA THIS AGREEMENT, made this 25<sup>th</sup> day of August, 2010, between PPL Electronic Utilities Corporation, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter called "PPL EU," party of the first part, and MILTON REGIONAL SEWER AUTHORITY, Attn: George Myers, Superintendent, 5585 State Route 405, P.O. Box 433, Milton, PA 17847-0433, hereinafter called "MRSA," party of the second part.

**WITNESSETH**

WHEREAS, MRSA is desirous of obtaining from PPL EU an agreement for the use of a portion of PPL EU's Milton-Lycoming line right of way.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid at the date hereof by MRSA, the receipt whereof is hereby acknowledged, PPL EU insofar as it has the right so to do, hereby grants MRSA, its successors and assigns, the right and privilege to use a portion of the above-mentioned right of way, as shown on drawing prepared by MRSA, numbered B 387840-1-0, dated 8/23/2010, entitled "Plan Showing Proposed and Relinquished PPL Right of Way over the Property of Milton Regional Sewer Authority", attached hereto and made a part hereof, for the purpose of installing a storm water collection and conveyance system; gate; and a driveway ("Facilities") located in West Chillisquaque Township and Milton Boro, Northumberland County, Pennsylvania.

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 EU's prior approval based on detailed drawings.
3. No buildings or other structures, temporary or permanent, may be erected within the right of way without prior approval of PPL EU.
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 EU reserves unrestricted rights of ingress or egress for line maintenance or other work. Access to PPL EU facilities shall at no time be impeded.

6. PPL EU, 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 EU facilities, without any obligation to restore the surface or relocate any barriers.

7. MRSA, their successors or assigns, shall limit the installation of the Facilities to the dimensions as indicated on the plan hereby attached and made a part of the agreement hereto. MRSA shall submit revised plans to PPL EU for proper review prior to installation of any other facilities.

8. PPL EU shall be relieved of all responsibility for environmental problems resulting from construction on or use of PPL EU right of way and any such problems shall be resolved without expense to PPL EU and with the approval of and to the satisfaction of all appropriate local, state and federal governmental agencies.

9. MRSA hereby releases, quitclaims, discharges, indemnifies, defends and holds harmless PPL EU, 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 MRSA's presence within PPL EU's right of way, including resolving any environmental problems, without expense to PPL EU, to the satisfaction of all appropriate local, state and federal governmental entities.

10. MRSA agrees to indemnify, defend and save harmless PPL EU from any and all damages or losses sustained by MRSA through the use of PPL EU equipment, including trucks, etc., which may be operated over said premises or resulting from any lawful use of its premises by PPL EU and MRSA agrees to be liable for any and all damages sustained by PPL EU as the result of the installation, operation, and maintenance of Facilities, so long as PPL EU has not acted in a negligent manner.

11. The agreement shall commence as indicated on the aforesaid date and continue thereafter. However, should MRSA violate any of the reservations, terms, and conditions set forth in this agreement and fails to cure such breach within thirty (30) days of receipt of written notice from PPL EU, PPL EU shall 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. Review of plans associated with this agreement indicates that certain proposed homes within this development are in close proximity to the boundaries of the right of way involved, which could impact on property owners' plans for future use of their land. MRSA, its successors and assigns therefore shall notify or arrange for notification of any prospective buyer, realtor, developer, contractor or other party interested in any parcel over which this right of way crosses, of the existence and boundaries of the right of way, and of the restrictions and conditions set forth in this agreement regarding said property.

14. If counterpoise, usually 12 inches to 18 inches below grade, or any other PPL EU facility is damaged or severed, the damage shall be reported immediately to PPL EU. The damaged facility will be re-established by PPL EU at the responsible party's expense.

15. Any cranes or other equipment which may be used in close proximity to PPL EU 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 EU's facilities, if any, will be done at MRSA's expense.

17. If required, a barrier, approved by PPL EU, shall be installed at MRSA's expense to protect any PPL EU facilities.

18. Curb cut for access roads at shallow angles to curb lines shall be at least fifteen (15) feet in width to allow unimpeded access to PPL EU facilities.

19. MRSA agrees to restore the subject 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.

20. PPL EU reserves the right to restrict parking or use of roadways during performance of maintenance or other work.

21. No streets shall be constructed within ten (10) feet of the face of a tower or pole, unless otherwise specifically permitted or unless barriers approved by PPL EU are installed.

22. Any grading done in connection with the paving and use of PPL EU's right of way shall be done in such a manner as to avoid reduction in the clearance

between PPL EU's wires and the present surface to the right of way. Any costs incurred by PPL EU to correct said clearances shall be borne by MRSA.

23. Proposed signs or lighting structures shall be reviewed by PPL EU as to height limitations for the particular locations selected and must be approved before installation.

24. Contractors must exercise extreme caution to avoid shock hazards.

25. 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 EU will not be liable for any damages to Facilities installed on its right of way.

26. All Facilities shall be visibly marked on the right of way where they enter or leave the right of way.

27. Any cathodic protection that may be required shall be installed and maintained by MRSA at no expense to PPL EU. MRSA shall be responsible for any mitigation costs that may result from the use of the cathodic protection system to protect PPL EU's system, which may include the removal of the cathodic protection system at PPL EU's discretion. Remediation of stray voltage or currents on the pipeline due to the proximity to PPL EU facilities will be at the expense of MRSA.

28. PPL EU reserves the right to trim or remove any tree or shrub that interferes with ingress or egress, maintenance or operation of PPL EU facilities without obligation to restore same.

29. No planting shall be allowed to exceed 10 feet in height. If, upon request from PPL EU, the property owner refuses to maintain plantings to this height, PPL EU reserves the right to either remove or maintain plantings at the owner's expense.

30. Fences shall not exceed ten (10) feet in height. If a fence is of a metallic type it shall be adequately grounded. MRSA assumes responsibility and liability for determining and installing necessary grounding, and ensuring adequate safety protection against shock hazard or equipment malfunction.

31. Any fence that restricts access to PPL EU facilities or rights of way shall be equipped with a gate or gates, or be constructed with removal sections to permit access of vehicles and/or equipment to PPL EU structures, lines, or rights of way involved. If MRSA is not available to remove necessary sections, PPL EU shall remove same with no obligation to replace same. Gate(s) must be at least fourteen (14) feet in width and be equipped with PPL EU locks.

32. MRSA hereby grants PPL EU access to its Facilities in case of an emergency and agrees to furnish a 24-hour phone number. Phone number of MRSA: (520) 242-3424.

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

WITNESS:

PPL Electric Utilities Corporation

By:

Steven M. Schaller

Robert J. Farley

Robert J. Farley

Manager-Real Estate Services of PPL Services Corporation and Authorized Agent for PPL Electric Utilities Corporation

WITNESS:

Milton Regional Sewer Authority

By:

Robert J. Boger

George Myers

George Myers  
Superintendent

COMMONWEALTH OF PENNSYLVANIA)  
COUNTY OF Lehigh ) : SS

On this the 14th day of September, 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 Manager-Real Estate Services of PPL Services Corporation and Authorized Agent for PPL Electric Utilities Corporation, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Manager-Real Estate Services of PPL Services Corporation and Authorized Agent for PPL Electric Utilities Corporation.

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

Therese M. Schaller  
Notary Public

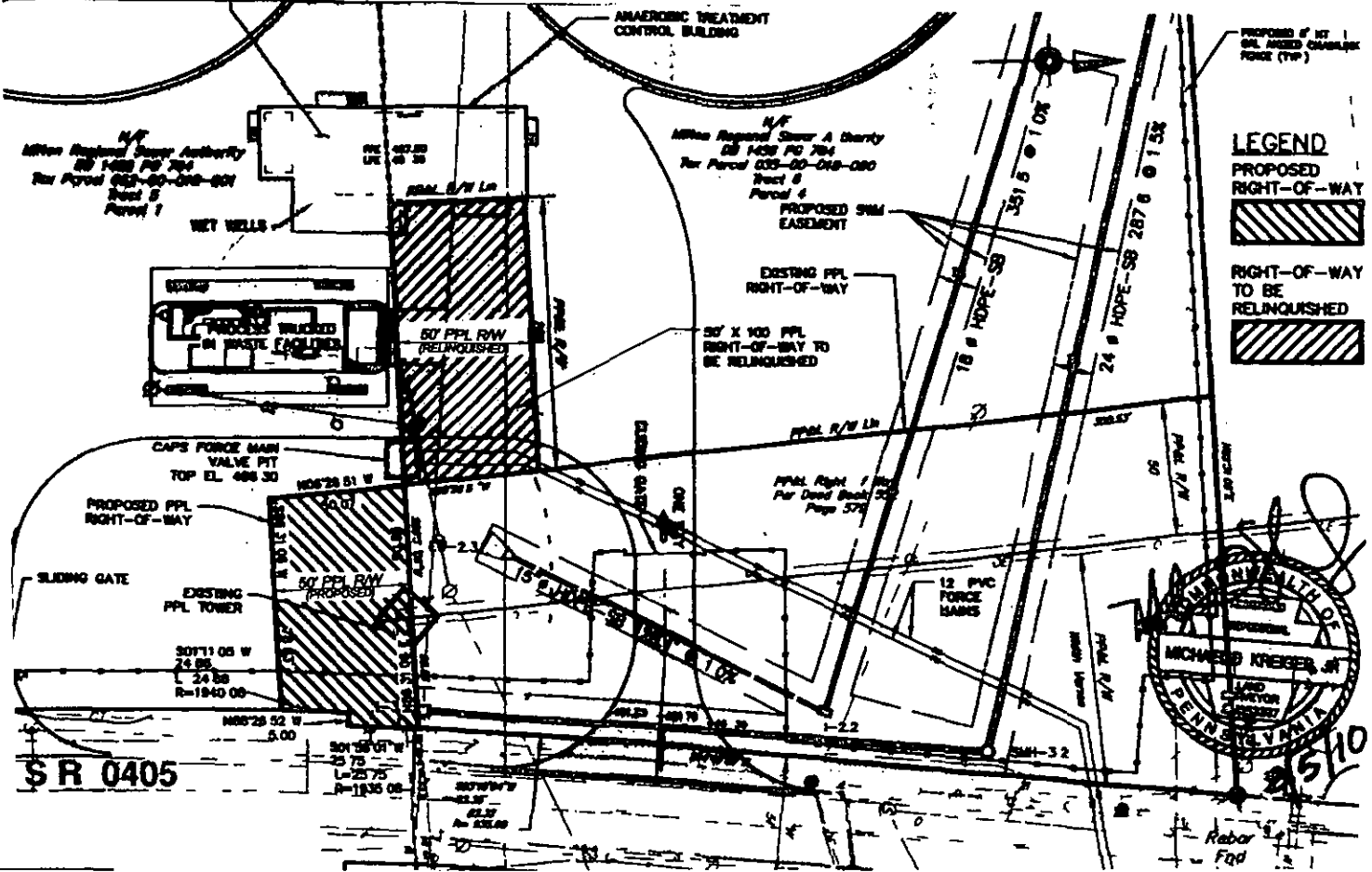
COMMONWEALTH OF PENNSYLVANIA)  
COUNTY OF Northumberland ) : SS

On this the 16th day of September, 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 of Milton Regional Sewer Authority, a municipal company, and that he as such Superintendent, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Superintendent.



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

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Dana L. Ramsey, Notary Public  
Milton Boro, Northumberland County  
My Commission Expires April 17, 2012  
Member, Pennsylvania Association of Notaries

Dana L. Ramsey  
Notary Public



PROPOSED 4' AT  
OR ADDED CHALKLINE  
FORCE (TYP)

**LEGEND**  
 PROPOSED  
 RIGHT-OF-WAY  
  
 RIGHT-OF-WAY  
 TO BE  
 RELINQUISHED  


Milton Regional Sewer Authority  
 201408 PG 704  
 Rev Parcel 000-00-018-080  
 Parcel 6  
 Parcel 1

Milton Regional Sewer Authority  
 201408 PG 704  
 Rev Parcel 000-00-018-080  
 Parcel 6  
 Parcel 4

CAPS FORCE MAIN  
 VALVE PIT  
 TOP EL. 486.30

EXISTING  
 PPL TOWER

**S R 0405**



Agreement Dated \_\_\_\_\_  
 Copy of this Plan  
 Received By \_\_\_\_\_  
 Date \_\_\_\_\_

NOTE: FOR EXACT LOCATION OF RW AND/OR FACILITIES WITHIN THE RW  
 CONTACT THE LOCAL PPL ELECTRIC UTILITIES CORPORATION OFFICE.

ACCT- 732751	MILTON - LYCOMING LINE	
SCALE- 1"=40'	PLAN SHOWING PROPOSED AND RELINQUISHED	
BY- RWM	PPL RIGHT OF WAY OVER THE PROPERTY OF	
G.S.B.	MILTON REGIONAL SEWER AUTHORITY	
REVIEWED	W CHILLISQUAQUE TWP & MILTON BORO NORTHUMBERLAND CO., PA.	
	APPROVED	DATE
	<i>James A. Bluth</i>	7/23/10
	<b>PPL ELECTRIC UTILITIES</b>	

PPL DRAWING NO. <b>B387840</b>	SHEET NO. <b>1</b>	REV. <b>0</b>
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NO.	DATE	ACCT.	REVISION	BY	REVIEWED	APPROVED

PPL ELECTRIC UTILITIES (08/17)


B387840\_500T.DWG

FIRST CLASS

FIRST CLASS

FIRST CLASS



UNITED STATES POSTAGE  
  
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# FIRST CLASS MAIL

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

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