

**Paul E. Russell**  
Associate General Counsel

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



**FEDERAL EXPRESS**

October 28, 2011

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

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OCT 28 2011

**PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU**

**Re: Lease Agreement between PPL Electric Utilities Corporation  
and New Cumberland Borough (Parking Lot)**

Dear Ms. Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation's ("PPL Electric") are an original and three (3) copies of a Lease Agreement between PPL Electric and New Cumberland Borough for parking of non-commercial vehicles for visitors to the Senior Center. This filing is being filed pursuant to 66 Pa. C.S.A. § 507.

Pursuant to 52 Pa. Code § 1.11, the enclosed document is to be deemed filed on October 28, 2011, which is the date it was deposited with an overnight express delivery service as shown on the delivery receipt attached to the mailing 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

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LEASE AGREEMENT

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**THIS LEASE AGREEMENT** ("Lease") is made this 1st day of August, 2011, between **PPL ELECTRIC UTILITIES CORPORATION**, having its principal office in the City of Allentown, County of Lehigh, Commonwealth of Pennsylvania, hereinafter called "Lessor," and **NEW CUMBERLAND BOROUGH**, 1120 Market Street, P.O. Box 220, New Cumberland, Pennsylvania 17070 hereinafter called "Lessee."

**PROPERTY LEASED**

In consideration of the rents, covenants and agreements hereinafter contained, Lessor does demise and lease unto Lessee, **for parking of non-commercial vehicles for visitors to the Senior Center** located at 122 Geary Avenue, New Cumberland, Pennsylvania, Cumberland County, the parking lot area of that certain portion of Lessor's property located adjacent to the Senior Center accessible via Front Street, and being part of Pin # 25-25-00006-406, as shown on the attached plan (the "Property").

**TERM**

The term of this Lease shall be for a period of one (1) year, beginning on August 1, 2011, and ending on July 31, 2012, and from year to year thereafter until terminated by either party giving to the other not less than sixty (60) days written notice prior to the end of any current lease term of its intention to terminate the same. Provided, however, that upon breach of any covenant herein specified, this Lease may be terminated upon notice as specified.

Notwithstanding the foregoing, Lessor shall have the right to terminate this Lease at any time by giving Lessee sixty (60) days prior written notice.

Notwithstanding the foregoing, Lessor may terminate this Lease if it determines, in its sole discretion, that the leased property is necessary for the business purposes of Lessor or a parent company or an affiliate company. In such case, Lessor must give Lessee six months notice of its intention to terminate.

**RENTAL**

Lessor and Lessee agree that no rental will be charged.

## USE AND MAINTENANCE OF PROPERTY

It is understood and agreed that this Lease is made for the purpose of permitting Lessee to use the property for parking purposes. Lessee agrees to utilize the leased premises in a good, business-like manner. Lessee agrees that it will not use or permit to be used any part of the leased premises for any purpose other than the stated purpose without first obtaining written consent of Lessor.

Lessee agrees that the leased premises will be used only by its visitors.

Lessee agrees at all times to keep the leased premises in a good state of repair, and Lessee further agrees that the premises hereby leased shall be kept clear of rubbish and debris and kept in a sanitary condition. Lessee agrees, at its own expense, to remove all snow and ice by applying sand or salt and to remove or plow snow from leased premises. Lessee further agrees to keep the parking area safe for its visitors by filling in any potholes on the leased premises. Any failure to keep said leased premises in a good condition as stated above shall constitute a breach of this lease, in which event this lease may be terminated by Lessor in accordance with the terms herein.

Lessee further agrees, at its expense, to comply with all local, county, state and federal laws and regulations regarding the operation of its organization and Lessee also agrees to maintain the leased premises and keep the property in good condition. Lessee agrees that it shall abide by the terms and conditions of all permits, easements and other agreements that affect the Lessor's use of the property. Lessee agrees that its use of the leased premises shall not interfere with the operation of Lessor's business.

## ENVIRONMENTAL

Lessee shall not dispose or release on the premises any hazardous substances on the Property, including but not limited to car oils or any other vehicle oils or fluids; diesel fluid or other petroleum hydrocarbons; batteries; asbestos; lead-based products; discarded equipment or vehicle bodies; polychlorinated biphenyls (PCB's); wood preservatives; solvents; urea formaldehyde foam insulation; pesticides or herbicides (except for home, garden, lawn or agricultural use in accord with applicable manufacturers' instructions); or any other toxic or hazardous chemicals or any other material or substance the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action or policy.

## **IMPROVEMENTS**

Lessee agrees that it will make no alterations, additions or capital improvements on or to the Property without the written consent of the Lessor. Any permanent improvements to the Property made by Lessee shall, at the end of this lease term, become part of the realty and the property of Lessor, unless otherwise specified by Lessor.

## **WEED CONTROL**

Lessee agrees to control weeds on the leased premises. Lessee further agrees to comply with all state and county laws, local ordinances and regulations regarding the customary control of weeds and vegetation at the sole expense of the Lessee and to indemnify and hold Lessor harmless from any actions, demands, costs, expenses or damages associated with the control of weeds and vegetation.

## **RIGHT OF ACCESS**

There is reserved to Lessor, its successors and assigns, the right of access and entry upon the Property.

## **FIRE AND OTHER CASUALTY**

Lessee shall notify Lessor at once of any fire or other casualty on the Property. Lessee agrees to notify Lessor if there is any condition in the Property that could damage the Property or harm Lessee or others. This includes any condition that can cause contamination of the Property.

If the fire or other casualty is caused by the criminal act or neglect of the Lessee or the Lessee's visitors, the Lessee shall pay the cost of all repairs and all other damages.

## **LIABILITY**

Lessee shall release, quitclaim, discharge, indemnify, defend and hold harmless Lessor, its officers, directors, employees, agents, successors and assigns, from and against any and all loss, liability, demands, claims, suits, fines, penalties or causes of action whatsoever, including costs and reasonable attorney's fees, which may arise out of (i) any injury to or death of any person; or (ii) any damage to property, if such injury, death or damage caused by, resulting from, or in any way related to Lessee's or Lessee's employees or agents presence on or use of Lessor's Property, including but not limited to any claims relating to environmental damages, unless such damage or injury is caused by the gross negligence or willful misconduct of Lessor. Lessee further agrees that it shall be responsible to repair or remediate any environmental problems on or

with the leased premises, without expense to Lessor, to the satisfaction of all appropriate local, state and federal governmental entities.

### **RISK OF LOSS AND INSURANCE**

Lessee shall bear the entire risk of loss, theft, damage or destruction of its equipment on the property during the term of this lease. Lessee shall carry Public Liability Insurance in the amount not less than **\$500,000.00** and the policy shall include coverage for any indemnification obligations of the Lessee to the Lessor, with Lessor being named as an **additional insured**. Lessee shall provide proof of such coverage within 10 days of the anniversary date of the Lease and within 10 days of the renewal of the required coverage.

### **NO ASSIGNMENT OR SUBLEASE**

Lessee shall not assign this Lease or sublease the said Property or any part thereof, nor sell, nor in any manner transfer or assign its interest in the Lease without prior written permission from the Lessor. Lessee agrees that if tenant transfers this lease (assigns) or leases all or a part of the leased premises to another (sublease) without the required consent, Lessee has breached this lease in which event this lease may be terminated by Lessor in accordance with the terms herein.

### **SURRENDER OF PROPERTY TO LESSOR**

Lessee agrees, at the termination of this Lease, whether by expiration of its term, by default or as otherwise provided that shall immediately surrender possession of the Property to Lessor. Upon termination, Lessee shall remove all of its personal property and leave the Property in the same condition as at the beginning of the lease term.

### **DEFAULTS**

Should Lessee default in the performance of any terms, conditions, obligations, or covenants of this Lease and such default shall continue for a period of fifteen (15) days after written notice is delivered to Lessee at the address herein written, Lessor may terminate this Lease. If Lessee fails to vacate property after notice by Lessor that the Lease has been terminated within the fifteen (15) days from the date of such notice, Lessor may file the appropriate legal action for possession of the property and/or for monetary damages with no further notice to Lessee.

### **DISCLAIMER OF WARRANTIES**

Lessee represents that it has inspected the Property to be leased and enters into this Lease based on its own inspection. Lessor makes no

representations or warranties whatsoever that the property leased or facilities located thereon used are suitable for the use to which Lessee intends.

**ENFORCEMENT**

In any action by Lessor seeking enforcement of any of the terms and provisions of this lease, Lessor shall be awarded, in addition to other relief, its reasonable costs and expenses and reasonable attorney's fees.

**TIME OF THE ESSENCE**

Time is and shall be deemed of the essence with respect to the performance of each provision of this lease.

**WAIVER OF DEFAULT**

One or more waivers of any condition of this Lease by Lessor shall not be construed as a waiver of any further breach of the same condition, and the consent or approval of Lessor to any act shall not be deemed to waive or render unnecessary Lessor's consent or approval to any subsequent similar act by Lessee.

**NOTICES**

Any notice either party may be required to give to the other party shall be deemed complete when the letter is mailed via first class mail or registered mail to each party at the following address or other such addresses as designated:

Lessor

PPL Electric Utilities Corporation  
Real Estate Services, GENTW2  
Two North Ninth Street  
Allentown, PA 18101 – 1179

Phone: 610-774-4506

Lessee

New Cumberland Borough  
John R. Murray, President  
1120 Market Street, PO Box 220  
New Cumberland, PA 17070

Phone: (717) 774-0404

**BINDING EFFECT**

This Lease shall be binding upon and inure to the benefit of the parties and their successors and assigns, provided that nothing in this paragraph shall be deemed to permit any assignment, sublease occupancy or use contrary to the Assignment and Sublease section of this Lease.

**REMEDIES/SEVERABILITY**

The remedies available to the Lessor herein shall not be deemed exclusive, but in addition to the remedies provided under Pennsylvania law. If a part of this Lease is determined by a court of competent jurisdiction to be invalid, all other parts shall remain in effect.

**ENTIRE AGREEMENT**

The foregoing constitutes the entire Lease between the parties and supersedes any oral or written representations or agreements.

**AMENDMENTS**

This Lease shall not be changed, amended or modified in any way except if done in writing signed by Lessor and Lessee.

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

**WITNESS:**

*Dorene L Miller*

**PPL Electric Utilities Corporation**

By:

*Janet A. Shultz*

Janet A. Shultz  
Supervisor-Real Estate  
Asset Management of  
PPL Services Corporation and  
Authorized Agent for  
PPL Holtwood, LLC

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**WITNESS:**

*Joseph P. Hoff*  
Borough Secretary

**New Cumberland Borough**

By:

*John R. Murray*

John R. Murray, President

**PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU**

25-25-0006-406



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PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

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Cumberland Parcels

Rec	1
FID	42341
AREA	261356.902344
PERIMETER	2283.57030855
PARCELS1_	42343
PARCELS1_1	66573
PIN	25-25-0006-406
SUFFIX	PU
NOTES	
APPENDPIN	25-25-0006-406PU
OID_	54781
PIN_1	25-25-0006-406
SUFFIX_1	PU
APPENDP1_1	25-25-0006-406PU
OWNER	PENNSYLVANIA POWER & LIGHT
LOCATION	JAMES AVENUE
LOCATION2	& ROSEMONT AVENUE
N_HOOD	2500
TYPE	U
LUC	703
LANDESC	LAND APPROX 3 ACRES
DEEDBOOK	0017H-00193
DEEDACRE	3
C_GSTATUS	
C_GVALUE	0
LVALUE	44000
BVALUE	8010
TVALUE	52010
SQFT	0
SALEPRICE	0
MONTH	
DAY	
YEAR	
YEARBLT	

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

From: (610) 774-6908  
 Karen Posten  
 PPL Corporation  
 2 N 9th St

Origin ID: ABEA



J11201108050225

Allentown, PA 18101

Ship Date: 28OCT11  
 ActWgt: 1.0 LB  
 CAD: 8616795/INET3210

Delivery Address Bar Code



SHIP TO: (717) 772-7777      **BILL SENDER**  
**ROSEMARY CHIAVETTA, SECRETARY**  
**PA Public Utility Commission**  
**400 NORTH ST**  
**COMMONWEALTH KEYSTONE BUILDING**  
**HARRISBURG, PA 17120**

Ref #      PER 205 734268 006  
 Invoice #  
 PO #  
 Dept #

1 of 2

**MON - 31 OCT A1**  
**PRIORITY OVERNIGHT**

TRK# 7953 4863 7473

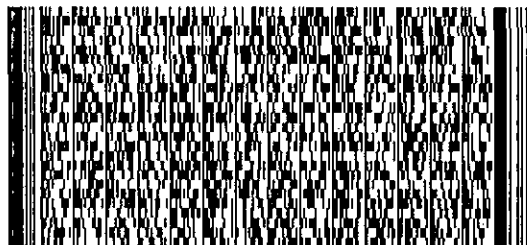
0201

## MASTER ##

17120

PA-US

MDT

**SH MDTA**

50FG1/A013/F5F4

**After printing this label:**

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

**Warning:** Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on [fedex.com](http://fedex.com). FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.