

**Paul E. Russell**  
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**E-File**

September 25, 2014

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2<sup>nd</sup> Floor North  
P.O. Box 3265  
Harrisburg, PA 17120-3265

**Re: PPL Electric Utilities Corporation  
Lease Agreement Borough of Hummelstown**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") is a Lease Agreement between PPL Electric and the Borough of Hummelstown located in Dauphin County, Pennsylvania. This agreement 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 September 25, 2014, which is the date it was filed electronically using the Commission's E-filing system.

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

Very truly yours,

A handwritten signature in black ink that reads "Paul E. Russell". The signature is written in a cursive, flowing style.

Paul E. Russell

Enclosures

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** ("Lease") is made this 1st day of July, 2014, between **PPL ELECTRIC UTILITIES CORPORATION**, having its principal office in the City of Allentown, County of Lehigh, Commonwealth of Pennsylvania, hereinafter referred to as "Lessor," and **the BOROUGH OF HUMMELSTOWN**, 136 S. Hanover Street, P.O. Box 307, Hummelstown, Pennsylvania 17036, hereinafter referred to as "Lessee."

### PROPERTY LEASED

In consideration of the rents, covenants and agreements hereinafter contained, Lessor does demise and lease unto Lessee, a portion of Lessor's property located in the Borough of Hummelstown, Dauphin County, Pennsylvania, further identified as PIN #31-033-003, for the following recreational purposes: **baseball/softball field including outfield fence which shall have a maximum height of 3 feet, dugouts, bleachers and refreshment stand, playground including spring mounted toys and jungle gym, fenced basketball court, and picnic pavilion** as shown on Exhibit A which is attached hereto and made a part hereof, (the "Leased Area"). Lessee's use of the Leased Area shall be restricted to only those rights granted herein.

### TERM

The term of this Lease shall be for a period of one (1) year, and shall commence on July 1, 2014, and end on June 30, 2015, and shall continue from year to year thereafter until terminated by either party giving to the other not less than sixty (60) days written notice 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 Area is necessary for the business purposes of Lessor, a parent company or an affiliate company. In such case, Lessor must give Lessee six (6) months notice of its intention to terminate.

### RENTAL

Lessor grants to Lessee the rights defined herein in exchange for One Dollar (\$1.00) and other good and valuable consideration paid at the date hereof by Lessee the receipt whereof being hereby acknowledged by Lessor.

### 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 recreational purposes, as stated above.

Lessee agrees to utilize the Leased Area in a good, business-like manner. Lessee agrees that it will not use or permit to be used any part of the Leased Area for any purpose other than the stated purpose without first obtaining written consent of Lessor. Lessee agrees that it shall perform all necessary maintenance at its sole cost and expense on the Leased Area including but not limited to mowing.

Lessee agrees at all times to keep the Leased Area 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. Any failure to keep said Leased Area 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 Area 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.

**Lessee further agrees that upon signing this Lease it will have appropriately grounded all spring mounted toys, the jungle gym and the chain link outfield fence.**

### **UTILITY USE**

Lessor reserves the right, for itself and any related entities, to construct, operate and maintain, and from time to time to reconstruct on the property a substation/switchyard or one or more transmission lines, including poles, towers, cables and wires above and under the surface of the ground, fixtures and apparatus as may be necessary for the convenient transaction of the business of the said Lessor or its affiliated companies or their successors, assigns and lessees, upon, across, over, under and along the roads, streets and highways adjoining the same, including the right of ingress and egress to and from the said lines at all times for any of the purposes aforesaid. Lessee agrees at its sole cost and expense to remove its equipment within the Leased Area should any and or all of the equipment violate any future laws, statutes, codes or regulations governing the operation of electric transmission or distribution facilities currently located on the property.

Lessor reserves the right to use this property as a laydown area for the construction and reconstruction of any projects without advance notice to Lessee.

### **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 within the Leased Area without the written consent of the Lessor. Any permanent improvements within the Leased Area made by Lessee shall, at the end of this lease term, be removed by Lessee within 30 days of the termination of this Lease. Any permanent improvements not removed within 30 days shall become part of the realty and the property of Lessor, unless otherwise specified by Lessor and any expense incurred by Lessor to remove Lessee's improvements shall be paid for by Lessee.

### **WEED CONTROL**

Lessee 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**

Lessor, its successors and assigns, reserves the right of access and entry upon the property and at no such time shall Lessee impede and/or interrupt Lessor's access.

### **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 on 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, the Lessee shall pay all costs associated with the 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 within the Leased Area, 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 **\$1,000,000.00** 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.

### **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

Borough of Hummelstown  
136 S. Hanover Street  
P.O. Box 307  
Hummelstown, PA 17036  
Phone: 717-566-2555

**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.

This lease, once executed, will be filed with the Pennsylvania Public Utility Commission ("PUC") in accordance with Lessor's requirement to secure from the PUC a Certificate of Public Convenience.


This lease cancels and supersedes all prior and written agreements between PPL Electric Utilities Corporation (formerly Pennsylvania Power & Light Company) and the Borough of Hummelstown.

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

WITNESS:

  
\_\_\_\_\_


PPL Electric Utilities Corporation  
By:

  
\_\_\_\_\_  
Janet A. Shultz  
Supervisor-Real Estate  
Asset Management of  
PPL Services Corporation and  
Authorized Agent for  
PPL Electric Utilities Corporation

WITNESS:

  
\_\_\_\_\_

Borough of Hummelstown  
By:

  
\_\_\_\_\_  
Michael O'Keefe,  
Borough Manager

