

Paul E. Russell
Associate General Counsel

PPL
Two North Ninth Street
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E-File

October 22, 2015

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

**Re: PPL Electric Utilities Corporation Right-of-Way Use;
Hampden Township; Susquehanna River Basin Commission**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") is a Right-of-Way Use Agreement among PPL Electric Hampden Township and the Susquehanna River Basin Commission located in Harrisburg, Pennsylvania. Because Hampden Township is a party, 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 October 22, 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,

Paul E. Russell

Enclosures

Prepared by: PPL Electric Utilities

Return to: PPL Electric Utilities
2 N. 9th Street
Allentown, PA 18101
Attn: Janet Lembach

PARCEL ID #: 10-21-0281-002

AGREEMENT

THIS AGREEMENT is made this 4th day of AUGUST, 2015, (the "Effective Date") between PPL ELECTRIC UTILITIES CORPORATION, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having an address of 2 N. 9th Street, Allentown, Pennsylvania 18101, hereinafter called "PPL," and Susquehanna River Basin Commission, having an address of 4423 North Front Street, Harrisburg, Pennsylvania 17110 "Requestor" and Hampden Township, having an address of 230 S. Sporting Hill Road, Mechanicsburg, Pennsylvania 17050, hereinafter called "Property Owner."

WITNESSETH

WHEREAS, Requester has interest in a certain property owned by Hampden Township located at 5001 Hampden Park Drive, Hampden Township, Cumberland County, Pennsylvania, identified as Tax Parcel Number 10-21-0281-002, said property being more fully described in a deed recorded in the Recorder of Deeds Office in and for Cumberland County at Deed Book 0031R, Page 00808 (the "Property"); and

WHEREAS, PPL has an existing electric transmission line right of way (the "PPL ROW") across and over Requester's property pursuant to a Grant of Right of Way recorded in the Recorder of Deeds Office in and for Cumberland County at Book 126, Page 231; Book 126, Page 392; Book 126, Page 177; and Book 183, Page 1007; and

WHEREAS, Requester is desirous of obtaining from PPL an agreement for the use of a portion of the PPL ROW, which proposed use is more fully identified on the plans entitled Cedar Run Stormwater Restoration Project Act 13 and dated May 8, 2015, which plans are attached hereto and made a part hereof (the "Plans").

NOW, THEREFORE, the parties, intending to be legally bound hereby, and PPL insofar as it has the right to do so, hereby grants Requester the right and privilege of using a portion of the PPL ROW for the uses and improvements (the "Facilities") identified on the Plans, under and subject to the following reservations, restrictions and conditions:

1. Requester shall limit the installation of the Facilities to those identified on the Plans approved by PPL.
2. Any additional items beyond the Facilities approved on the Plans, including but not limited to changes in grade or the construction of additional buildings, structures or other improvements, shall be prohibited unless further written approval is obtained from PPL.
3. The installation of the Facilities shall be in compliance with any and all municipal, state and/or federal laws, statutes, rules, ordinances or regulations.
4. Storage of flammable fuels or materials; parking of vehicles which contain highly flammable or explosive cargoes; and fueling of vehicles are prohibited.
5. PPL reserves unrestricted rights of ingress and egress for line maintenance, repair, reconstruction or other work, and access to PPL's facilities shall at no time be impeded by Requester.
6. Requester agrees to remove, at its sole cost and expense, any and all Facilities if any of the Facilities violate any future laws, statutes, codes or regulations governing the operation of electric transmission or distribution facilities.
7. PPL shall be relieved of all responsibility for any and all environmental matters or claims resulting from the Facilities or the repair and construction of the Facilities on the PPL ROW, and any such matters 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.
8. Requester hereby releases, quitclaims, discharges, indemnifies, defends and holds harmless PPL, its officers, directors, employees and agents, from and against any and all loss, liability, damages, demands, claims, suits, fines, penalties or causes of action whatsoever, caused by, resulting from, or in any way related to the Facilities or the presence of Requester or its agents or employees within the PPL ROW, including but not limited to indemnification against third-party claims or claims by employees or agents of Requester.
9. Requester releases PPL from any and all damages to the Facilities or losses sustained by Requester caused by PPL's use of equipment, including but not limited to trucks or other heavy equipment (up to 50 tons double-axle weight, which may be operated over and across the Property).
10. If Requester or its employees or agents damage any PPL facilities, including underground facilities, the damage shall be reported immediately to PPL and Requester shall be responsible to reimburse PPL for all costs and expenses incurred by PPL in repairing the damaged facilities.

11. Requester 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.
12. This Agreement shall commence on the Effective Date and continue thereafter. However, should Requester violate any of the reservations, terms, or conditions set forth in this Agreement and fails to cure such breach within the time period set by PPL in written notice to Requester from PPL, PPL may terminate this Agreement and PPL may cure said breach at Requester's cost and expense.
13. This Agreement shall extend to and be binding upon the respective successors and assigns of each of the parties hereto.
14. This Agreement shall not be amended, altered, or modified except by an instrument in writing duly executed by both parties.
15. If any part or provision of this Agreement shall be determined to be invalid by a Court of competent jurisdiction, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.
16. This Agreement has been duly authorized by all required corporate or other necessary action of both parties and, upon execution hereof, shall constitute a valid and binding obligation of both parties, enforceable in accordance with its terms.
17. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and it supersedes any and all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein.
18. 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.
19. Blasting under or near PPL's facilities is prohibited.
20. Any cranes or other equipment which may be used in close proximity to PPL's lines and facilities for installation or repair of the Facilities must be operated in a manner that will avoid contact with the electric lines and be in accordance with any and all applicable municipal, state or federal rules, statutes, ordinances or regulations, including but not limited to the Federal Occupational Safety and Health Act and safety standards and regulations promulgated by the Department of Labor and Industry.
21. Relocation or temporary reinforcement of PPL's facilities, if any, will be performed by PPL at the sole expense of Requester.

22. If required, a barrier approved by PPL, shall be installed at Requester's expense to protect PPL facilities.
23. Contractors must exercise extreme caution to avoid shock hazards.
24. PPL reserves the right to restrict parking or use of roadways during maintenance or other associated work.
25. Permission herein granted shall continue in force until terminated at any time by PPL giving Requester, their successors and assigns, not less than sixty (60) days notice of its intention to terminate the same. It is to be understood that because of the nature of PPL's business, it may be required at any time for PPL to invoke the herein stated cancellation clause in order to ensure the integrity and use of its property or right of way.

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

WITNESS:

BY:

PPL ELECTRIC UTILITIES CORPORATION

Deaf J. Lee

Colleen Kester
 Colleen Kester
 Manager of Siting, Permits, Right of Way & Real Estate

ATTEST:

BY:

SUSQUEHANNA RIVER BASIN COMMISSION

Stephanie L. Richardson
 Secretary

Marcia E. Hutchinson
 Name: MARCIA E. HUTCHINSON
 Title: DIRECTOR, ADMIN & FINANCE

ATTEST:

BY:

HAMPDEN TOWNSHIP

KB
 Secretary

Albert H. Bienstock
 Name: ALBERT H. BIENSTOCK

Title: Pres., Board of Commissioners

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Lehigh §

On this 21st day of September, 2015 before me, the undersigned officer personally appeared COLLEEN KESTER who acknowledged herself to be the Manager of Siting, Permits, Right of Way & Real Estate, of PPL Electric Utilities Corporation a corporation, and that she as such Manager of Siting, Permits, Right of Way & Real Estate being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as Manager of Siting, Permits, Right of Way & Real Estate.

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

Janet M. Lembach
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Janet M. Lembach, Notary Public
Upper Saucon Twp., Lehigh County
My Commission Expires March 29, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Dauphin §

On this 4th day of August, 2015 before me, the undersigned officer personally appeared Marcia Hutchinson who acknowledged ~~himself~~ herself to be the Director, Admin. + Finance of the Susquehanna River Basin Commission, and that ~~he~~ she as such Director, Admin. + Finance being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Susquehanna River Basin Commission by ~~himself~~ herself as Director, Admin. + Finance

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Stephanie L. Richardson, Notary Public
Susquehanna Twp., Dauphin County
My Commission Expires Jan. 28, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Stephanie L. Richardson

Notary Public

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Cumberland §

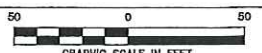
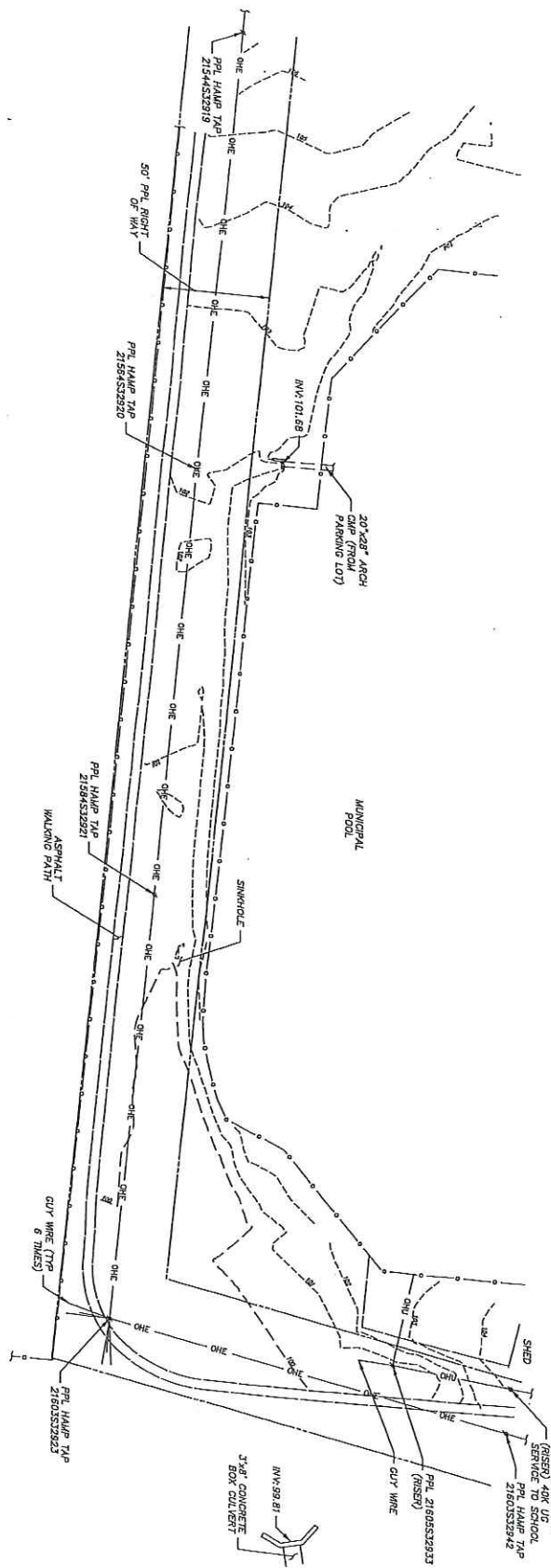
On this Fifth day of August, 2015 before me, the undersigned officer personally appeared Albert H. Bienstock who acknowledged himself/herself to be the Pres. Bd. of Comm'rs of Hampden Township, and that he/she as such Pres. Bd. of Comm'rs being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township by himself/herself as

Albert H. Bienstock

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

Kathy L. Finkenbinder
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kathy L. Finkenbinder, Notary Public
Hampden Twp., Cumberland County
My Commission Expires March 31, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



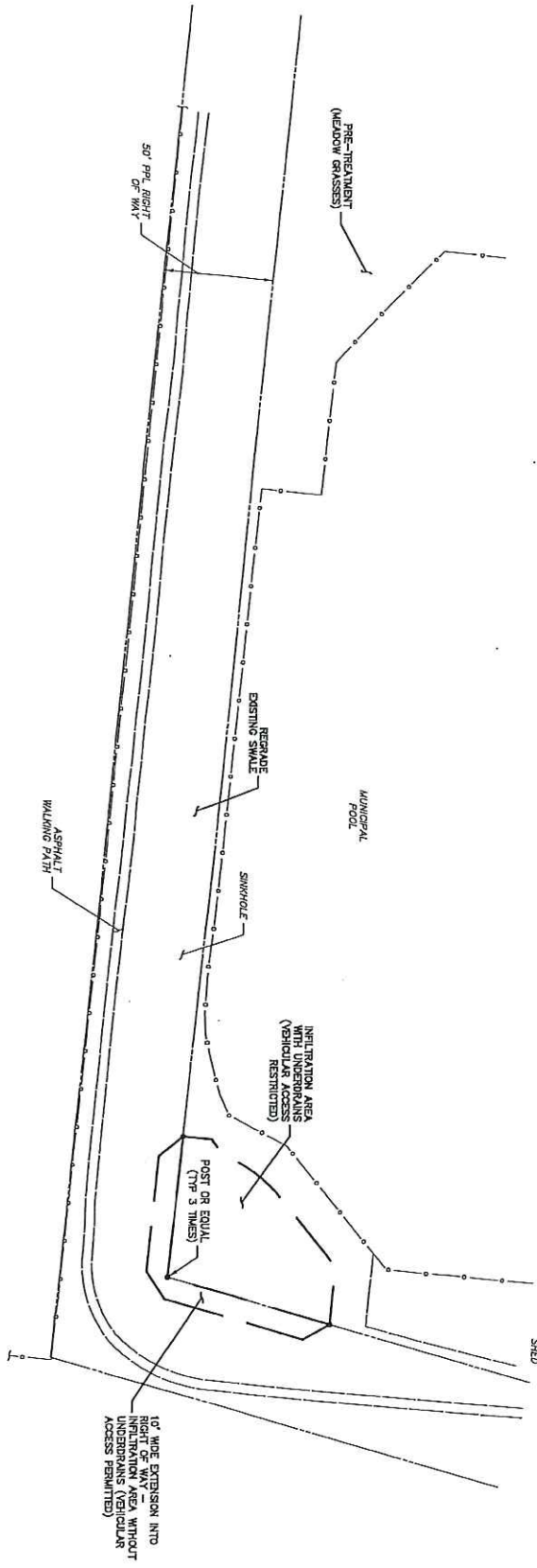
EXISTING FEATURES PLAN

CEDAR RUN STORMWATER RESTORATION PROJECT
ACT 13 GRANT

HAMPDEN TOWNSHIP, CUMBERLAND COUNTY, PA | LAT: 40.234582 | LONG: -76.978936

DATE: 5/8/2015 PROJECT NO.: 2014-507

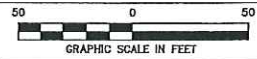
SCALE: 1" = 50' SHEET: 3 of 8



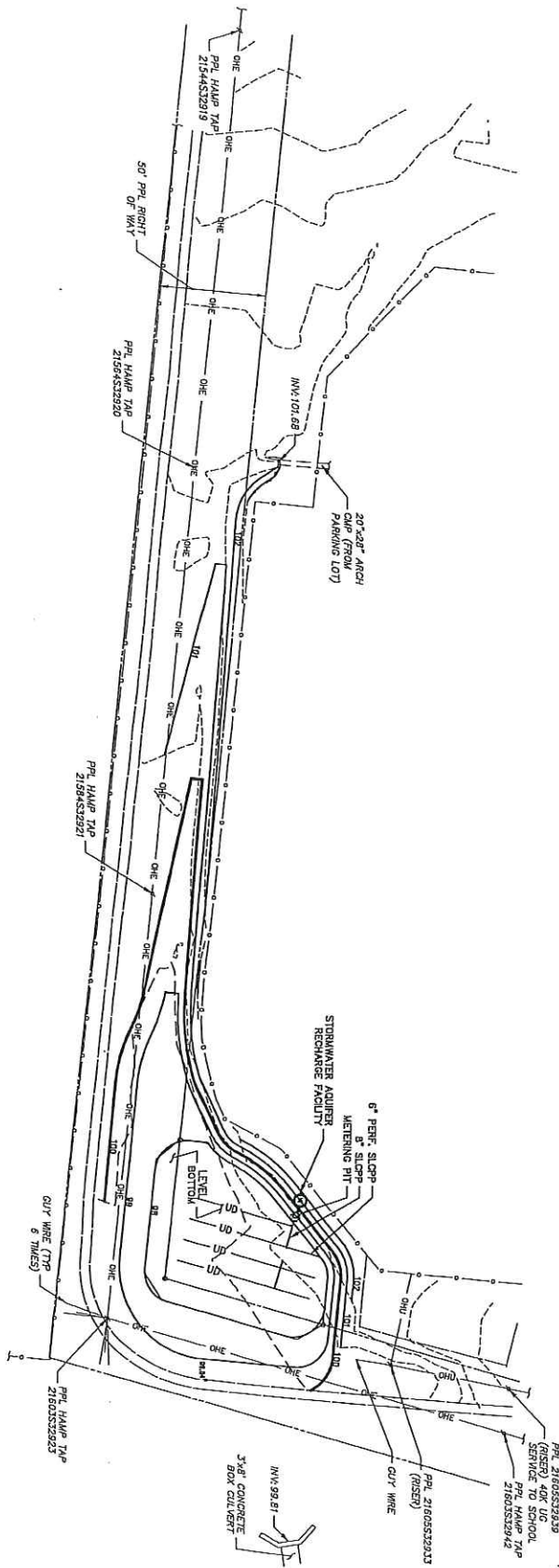
SITE PLAN

CEDAR RUN STORMWATER RESTORATION PROJECT
ACT 13 GRANT

HAMPDEN TOWNSHIP, CUMBERLAND COUNTY, PA | LAT: 40.234562 | LONG: -76.975936

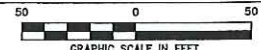


DATE: 5/8/2015 PROJECT NO.: 2014-507
SCALE: 1" = 50' SHEET: 4 of 8



GRADING PLAN

**CEDAR RUN STORMWATER RESTORATION PROJECT
ACT 13 GRANT**



DATE: 5/8/2015 PROJECT NO.: 2014-507

SCALE: 1" = 50' SHEET: 5 of 8

HAMPDEN TOWNSHIP, CUMBERLAND COUNTY, PA | LAT: 40.234562 | LONG: -76.975936