

**Kimberly A. Klock**  
Senior Counsel

**PPL**  
Two North Ninth Street  
Allentown, PA 18101-1179  
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KKlock@pplweb.com



**E-File**

May 31, 2017

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 Agreement;  
Township of Allen  
Northampton, Northampton County, Pennsylvania**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") is an Agreement between PPL Electric and the Township of Allen located in Northampton, Northampton 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 May 31, 2017, 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.

Respectfully submitted,

Kimberly A. Klock

Enclosure

Prepared by: PPL Electric Utilities

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

PARCEL ID #: K4 27 15A 0501E  
ADDRESS: Kreidersville Road  
MUNICIPALITY: Allen Township, Northampton County

AGREEMENT

THIS AGREEMENT is made this 18<sup>th</sup> day of April, 2017, (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. 9<sup>th</sup> Street, Allentown, Pennsylvania 18101, hereinafter called "PPL," and TOWNSHIP OF ALLEN, a Second Class Township, having an address of 4714 Indian Trail Road, Northampton, Pennsylvania 18067, hereinafter called "Requester"

WITNESSETH

WHEREAS, this Agreement is between a public utility and a municipal corporation and is therefore subject to Pennsylvania Public Utility Commission ("PUC") review pursuant to 66 Pa.C.S.A. Section 507. The Effective Date of this Agreement shall be the later of i) thirty (30) days from the date that PPL submits the Agreement to the PUC; or ii) if the PUC opens an investigation of the Agreement, on the date the PUC approves the Agreement; and

WHEREAS, Requester is the owner of a certain property located in Allen Township, Northampton County, Pennsylvania, identified as Tax Parcel Number K4 27 15A 0501E, said property being more fully described in a deed dated January 11, 1977 and recorded in the Recorder of Deeds Office in and for Northampton County at Deed Book Volume 576, Page 816 (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 Northampton County at Misc. Book 64, Page 3; and

WHEREAS, Requester is desirous of obtaining from PPL an agreement to install an underground 4" Sanitary Sewer Forced Main located within a portion of the PPL ROW, which proposed use is more fully identified on the Plan & Profile entitled Highway Occupancy Permit Plan S.R. 4003 Kreidersville Road Force Main Project High Meadow Estates dated July 7, 2015 and prepared by Keystone Consulting Engineers, Inc., which plan is 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.

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. Cathodic protection that may be required shall be installed and maintained by Requester at no expense to PPL. Requester 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's facilities will be at the expense of the Requester.
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.

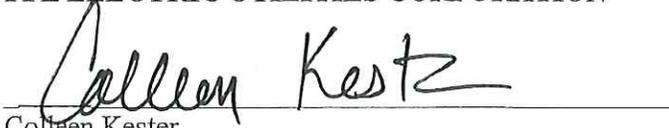
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first written above.

WITNESS:



BY:

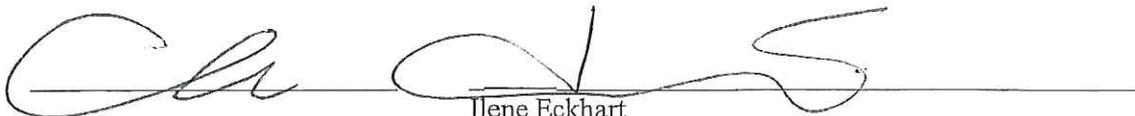
PPL ELECTRIC UTILITIES CORPORATION



Colleen Kester

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

ALLEN TOWNSHIP



Ilene Eckhart

Township Manager

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Lehigh §

On this 23rd day of April, 2017 before me, the undersigned officer personally appeared COLLEEN KESTER who acknowledged herself to be the Manager of Right of Way, Permits & Real Estate, of PPL Electric Utilities Corporation a corporation, and that she as such Manager of Right of Way, Permits & 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 Right of Way, Permits & 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  
City of Allentown, Lehigh County  
My Commission Expires March 29, 2020  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Northampton §

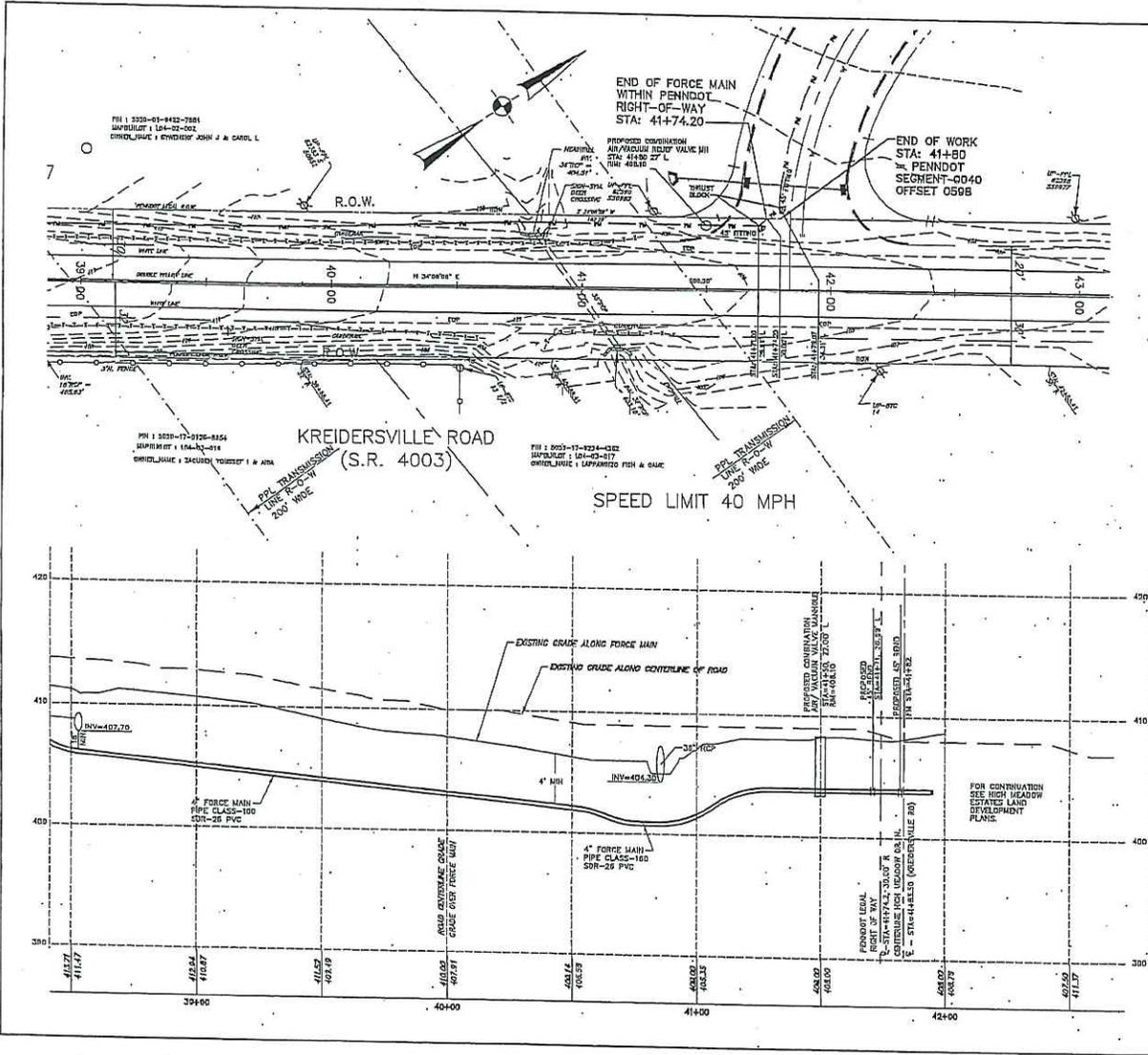
On this 18th day of April, 2017 before me, the undersigned officer personally appeared ILENE ECKHART who acknowledged herself to be the Township Manager of Allen Township a second class Township, and that she as such Township Manager being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township by herself as Township Manager.

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

Amber Rogers  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Amber Rogers, Notary Public  
South Whitehall Twp., Lehigh County  
My Commission Expires Aug. 8, 2020  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

N:\Projects\0105-1106p\0105-1106p.dwg  
 Date: November 01, 2015 - 11:06am  
 Mylana Consulting Engineers, Inc. Field Office - UEBR, Schuler  
 Project: 0105-1106p  
 Job: 0105-1106p  
 User: M. Schuler  
 Plot: 0105-1106p.dwg  
 Scale: 1"=20'  
 Title: 0105-1106p.dwg



- SYMBOL LEGEND**
- ⊗ EXISTING WELL
  - ⊕ EXISTING WATER VALVE
  - ⊕ EXISTING FIRE HYDRANT
  - ⊕ EXISTING UTILITY POLE
  - ⊕ EXISTING GAS VALVE
  - ⊕ EXISTING STORM SEWER MANHOLE
  - ⊕ EXISTING STORM SEWER INLET
  - ⊕ EX. STORM SEWER HEAD/WALL
  - ⊕ EX. SUDICIAL
  - ⊕ EXISTING TELEPHONE BOX
  - ⊕ EXISTING MAIL BOX
  - ⊕ EXISTING CONCRETE MONUMENT
  - ⊕ EXISTING STREET LIGHT
  - ⊕ EXISTING STREET SIGN
  - ⊕ EXISTING SANITARY SEWER MI
  - ⊕ PROPOSED SANITARY SEWER MI
  - ⊕ PROPOSED SANITARY MANHOLE LABEL
  - ⊕ DENOTED HILLS & OVERLAY
  - ⊕ TYPICAL TRENCH RESTORATION
  - ⊕ PROPOSED SANITARY SEWER FORCE MAIN

| <b>KEYSTONE CONSULTING ENGINEERS, INC.</b><br>Registered Professional Engineer<br>1015 N. 10th St., York, PA 17402-3507<br>Fax: 717-765-1111<br>www.keystonece.com   |  |                 |             |   |          |                 |   |
|--|--|-----------------|-------------|---|----------|-----------------|---|
|  | <b>PLAN &amp; PROFILE</b><br>HIGHWAY OCCUPANCY PERMIT PLAN<br>S.R. 4003<br>KREIDERSVILLE ROAD<br>PENNSYLVANIA<br>ALLEN TOWNSHIP & INDEPENDENCE BOROUGH<br>BERKSHIRE COUNTY, PENNSYLVANIA |                 |             |   |          |                 |   |
| REVISIONS<br><table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10-28-15</td> <td>ISSUED AS SHOWN</td> </tr> </tbody> </table> | NO.  | DATE            | DESCRIPTION | 1 | 10-28-15 | ISSUED AS SHOWN | DRAWN BY: MKE<br>CHECKED BY: MKE<br>DATE: 11-01-15<br>SCALE: 1"=20'<br>JOB NUMBER: 0105-1106<br>SHEET: 18 OF 18 |
| NO.  | DATE   | DESCRIPTION     |             |   |          |                 |   |
| 1  | 10-28-15   | ISSUED AS SHOWN |             |   |          |                 |   |

