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January 11, 2018

**E-File**

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 17105-3265

**Re:      Damage Release Agreement between PPL Electric and  
          Brecknock Township  
          Docket No. U-2017-2639471**

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Dear Secretary Chiavetta:

Enclosed please find PPL Electric's Responses to the Data Requests issued by the Bureau of Technical Utility Services on December 27, 2017 at the above referenced Docket.

Respectfully submitted,

A handwritten signature in blue ink that reads "Kimberly A. Klock". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Kimberly A. Klock

Enclosure

**PPL Electric Utilities Corporation  
Response to Data Requests of  
The Bureau of Technical Utility Services  
Dated December 27, 2017  
Docket No. U-2017-2639471**

**TUS-1**

Reference Filing, Damage Release Agreement - Please explain in detail why PPL filed this Damage Release Agreement.

**PPL Electric's Response:**

While constructing the Lauschtown – South Akron 69/138kV transmission line, PPL Electric damaged township roadways. As a result, the township requested PPL Electric reimburse it for the costs to repair the damaged roads. The township's request was amicably resolved and there was no litigation.

**PPL Electric Utilities Corporation  
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Dated December 27, 2017  
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**TUS-2**

Reference Filing, Damage Release Agreement - Please show how the cost was determined.

**PPL Electric's Response:**

The cost was determined through negotiations between PPL Electric Right of Way and Construction personnel and the Brecknock Township Road Master and Maintenance Manager. Brecknock Township procured a repair estimate from a local contractor, following which a meeting was held with PPL Electric to review the current age and condition of the area to be repaired. Once all terms were agreed to, the proportional amount to be paid by PPL Electric was determined and agreed upon by both parties (\$70,000.00).

**PPL Electric Utilities Corporation  
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**TUS-3**

Reference Filing, Damage Release Agreement – Please provide a fully executed agreement signed by both parties.

**PPL Electric's Response:**

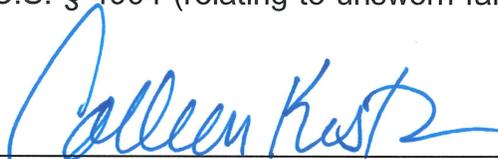
Please see Attachment 1. PPL Electric does not sign its own damage releases as the document does not obligate the Company to perform work or take action.

**VERIFICATION**

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF LEHIGH

I, Colleen Kester, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).



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Colleen Kester

# **ATTACHMENT 1**



### Damage Release

KNOW ALL MEN BY THESE PRESENTS, that Brecknock Township  
1026 Dry Tavern Road, Denver, PA 17517,

for and in consideration of the sum of Seventy Thousand dollars and 00/100  
Dollars (\$ 70,000.00) in hand paid by **PPL Electric Utilities Corporation**, the receipt whereof  
Is hereby acknowledged, do hereby remise, release, quitclaim and forever discharge the said PPL  
Electric Utilities Corporation, its respective officers, agents, employees, successors, assigns and  
all persons or entities, whether or not named herein, who may be jointly or severally liable, of and  
from all suits, claims, demands, actions, damages and claims for damages or contribution  
whatsoever arising out of or resulting from any injury, loss or damage that may have been caused  
to Township Oaklyn Dr. crops, grain, land, and personal property in the Township of  
Brecknock, County of Lancaster, Commonwealth of  
Pennsylvania, by reason of the construction, reconstruction and/or maintenance by the said PPL  
Electric Utilities Corporation of its overhead and/or underground electric line facilities, upon, over,  
under and across said property to the day of the date of these presents. Owner shall maintain in  
the strictest confidence the terms of this Agreement, including the amount payable hereunder .

**"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.  
§ 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."**

Signed, sealed and delivered this 5<sup>th</sup> day of January, 2018  
December

\_\_\_\_\_  
Carol L. Martin Secretary/Treasurer (SEAL)  
\_\_\_\_\_  
(SEAL)

Line	<u>Laughtown-SKRN</u>
ER/CCN	<u>10017594</u>
Doc-Grid	<u>Oaklyn Rd 48671s32441 to</u>
Map	<u>48896-31528</u>