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E-File

March 19, 2018

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

Re: Application of PPL Electric Utilities Corporation for Approval of the Transfer by Sale to the Township of Cumru of Electric Facilities located in Cumru Township, Berks County, Pennsylvania
Docket Nos.: A-2017-2582514 and U-2017-2584161

Dear Ms. Chiavetta:

In accordance with Section 507 of the Public Utility Code, 66 Pa. C.S. § 507, PPL Electric Utilities Corporation ("PPL Electric" or the "Company") hereby submits the first Amendment ("Amendment") to the Agreement of Sale ("Agreement") of certain street lighting facilities by and between PPL Electric and Cumru Township ("Township"). The Agreement was previously approved by the Commission in the above-captioned proceeding pursuant to Sections 507 and 1102(a)(3) of the Public Utility Code, 66 Pa C.S. §§ 507, 1102(a)(3). After the Commission approved the Application it was determined that certain underground cable/wire needed to be repaired where the Township's junction box was not placed consistent with PPL Electric's requirements for customer-owned street lighting systems.

As a result, the parties have executed the Amendment to the Agreement to reflect that the Township will be responsible for repairing the underground cable/wire and installing a new junction box at its expense if the underground cable/wire fails. The Amendment does not make any changes to the street lighting facilities transferred under the Agreement. Therefore, the Company avers that the Commission only needs to review the Amendment pursuant to 66 Pa. C.S. § 507 and need not further approve the amended Agreement pursuant to 66 Pa. C.S. § 1102(a)(3).

If you have any questions regarding these comments, please don't hesitate to contact me.

Very truly yours,


Amy E. Hirakis

Enclosures

**First Amendment
to
Street Light System Purchase and Sale Agreement**

This First Amendment to Street Light System Purchase and Sale Agreement (the "First Amendment") between the Commissioners of Cumru Township ("Township") and PPL Electric Utilities Corporation ("PPL") is made and entered into effective as of _____, 2018. Township and PPL may be referred to individually as a "Party," and collectively as the "Parties."

Recitals

WHEREAS, Township and PPL entered into a Street Light System Purchase and Sale Agreement dated as of August 23, 2016, as authorized by the Board of Commissioners of the Township of Cumru by Resolution No. 792 ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement as more particularly set forth herein;

NOW THEREFORE, in consideration for the promises set forth herein, and intending to be legally bound, the Parties hereby agree as follows:

1. The Agreement is amended by adding the following as Section 4.15 thereto:

"Township will repair underground cable/wire failures at Township Facilities where Township owned junction box was not placed in accordance with CRS 6-10-165 and where exception was not granted in advance by PPL. The location of such Township Facilities is attached hereto as Exhibit "A". In the event of such an underground cable/wire failure, subject to the terms set forth below, Township will install a new junction box in accordance with the PPL specification, at Township's expense. PPL will be responsible to disconnect/reconnect service before/after such repair work. Township will follow all applicable NEC/NESC standards. The Township will be responsible to acquire right of way (ROW) as required in the repair process; provided however, in the event that it is not legally possible to acquire a required ROW, or the Township is not able to acquire a required ROW due to physical or topographical constraints, the Parties shall in good faith and with diligence discuss a reasonable and practical alternative and shall implement such alternative as is agreed upon."

2. Miscellaneous

- a. Entire Agreement. This First Amendment constitutes the entire agreement and understanding of the parties with respect to its subject matter and supercedes all oral communication and prior writings with respect thereto. The remaining terms of the Agreement are unchanged.
- b. Amendments. No amendment, modification or waiver in respect to this First Amendment will be effective unless in writing (including a writing evidenced by a facsimile transmission) and executed by each of the parties.

- c. Counterparts. This First Amendment may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original for all purposes.
- d. Headings. The heading used in this First Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.
- e. Governing Law. This First Amendment will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of laws principles.

IN WITNESS WHEREOF, the Parties, by their respective authorized representatives, have executed this First Amendment effective as of the date first written above.

TOWNSHIP OF CUMRU

Burt H. O'Leary
President, Board of Commissioners

Attest: [Signature]
Asst. Township Secretary

PPL ELECTRIC UTILITIES CORPORATION

By: Dana L. Ferber

Name: DANA L. FERBER

Title: DIRECTOR OPERATIONS

Exhibit "A"

<u>Light Grid</u>	<u>Light Street</u>	<u>Lumen Size</u>	<u>Luminaire Type</u>
47117S35619	BEDFORD AVE	9500	COBRA HEAD
48973S35844	FREDERICK ST	5800	TRADITIONAL
48975S35857	FREDERICK ST	5800	TRADITIONAL
49137S35688	BEDFORD AVE	9500	COBRA HEAD
49154S35696	BEDFORD AVE	9500	COBRA HEAD
49171S35704	BEDFORD AVE	9500	COBRA HEAD
49188S35714	BEDFORD AVE	9500	COBRA HEAD
49199S35720	ABERCARN RD	9500	COBRA HEAD
49199S35786	THOMAS DR.	9500	ACORN/BLVD
49207S35688	ABERCARN RD	9500	COBRA HEAD
49211S35783	THOMAS DR.	9500	ACORN/BLVD
49217S35713	PEMBROOKE DR	5800	COBRA HEAD
49225S36088	JEFFERSON AVE	9500	CONTEMPORARY
49226S35769	BARRINGTON DR	9500	ACORN/BLVD
49226S35780	THOMAS DR.	9500	ACORN/BLVD
49229S35759	BARRINGTON DR	9500	ACORN/BLVD
49233S35671	ABERCARN RD	9500	COBRA HEAD
49235S36134	JEFFERSON BLVD	9500	CONTEMPORARY
49237S35689	PEMBROOKE DR	5800	COBRA HEAD
49238S35782	THOMAS DR.	9500	ACORN/BLVD
	AMHERST &		
49246S36108	CARLIS	9500	CONTEMPORARY
49250S36076	ANDOVER AVE	9500	CONTEMPORARY
49251S35715	WEXHAM DR	5800	COBRA HEAD
49251S35750	BARRINGTON DR	9500	ACORN/BLVD
49251S35789	THOMAS DR.	9500	ACORN/BLVD
49260S35801	THOMAS DR.	9500	ACORN/BLVD
49262S35672	ABERCARN RD	9500	COBRA HEAD
49263S35687	WEXHAM DR	5800	COBRA HEAD
	BARRINGTON DRIVE		
49263S35752		9500	ACORN/BLVD
49269S36133	CARLISLE AVE	5800	ACORN/BLVD
49271S35804	THOMAS DR.	9500	ACORN/BLVD
49274S35810	THOMAS DR.	9500	ACORN/BLVD
49274S36093	ANDOVER AVE	9500	CONTEMPORARY
49276S35755	BARRINGTON DR	9500	NEMA OPEN
49282S35796	BARRINGTON DR	9500	ACORN/BLVD
	BARRUBGTIB		
49286S35758	DRIVE	9500	ACORN/BLVD
49286S35815	THOMAS DR.	9500	ACORN/BLVD
49287S35785	BARRINGTON DR	9500	ACORN/BLVD
49287S36112	209 AMHERST AVE	5800	CONTEMPORARY
49293S35672	WEXHAM DR	9500	COBRA HEAD
	BARRINGTON DRIVE		
49293S35753		9500	ACORN/BLVD
49299S35779	BARRINGTON DR	9500	ACORN/BLVD

49299S35827	THOMAS DR.	9500	ACORN/BLVD
49301S35709	WHITTON DRIVE BARRINGTON DRIVE	9500	COBRA HEAD
49302S35758		9500	ACORN/BLVD
49303S35835	THOMAS DR. BARRINGTON DRIVE	9500	ACORN/BLVD
49308S35762		9500	ACORN/BLVD
49308S35777	BARRINGTON DR	9500	ACORN/BLVD
49310S35848	THOMAS DR.	9500	ACORN/BLVD
49317S35857	THOMAS DR.	9500	ACORN/BLVD
49320S35709	WHITTON DRIVE	9500	COBRA HEAD
49321S35865	THOMAS DR.	9500	ACORN/BLVD
49324S35873	THOMAS DR	9500	ACORN/BLVD
49326S35674	ABERCARN RD	9500	COBRA HEAD
49332S35690	WHITTON DRIVE	9500	COBRA HEAD
49734S35283	MATZ DRIVE	9500	RECT-CUTOFF
49757S35298	MATZ DRIVE	9500	RECT-CUTOFF
49780S35315	MATZ DRIVE	9500	RECT-CUTOFF
49816S35216	CEDAR TOP RD	9500	RECT-CUTOFF
49825S35222	CEDAR TOP RD	9500	RECT-CUTOFF
49908S35763	BROBST ST	9500	COBRA HEAD
49915S36235	BARE AVE	9500	COBRA HEAD
49919S35762	BROBST ST	9500	COBRA HEAD
49922S35378	SHADY HOLLOW LANE	9500	COBRA HEAD
49934S35337	SHADY HOLLOW LANE	9500	COBRA HEAD
49944S35287	CEDAR TOP & HARRY SHADY HOLLOW LANE	9500	TRADITIONAL
49944S35396		9500	COBRA HEAD
49949S35751	MIFFLIN BLVD	9500	COBRA HEAD
49949S35771	MIFFLIN BLVD	9500	COBRA HEAD
49951S35730	MIFFLIN BLVD	9500	COBRA HEAD
49964S35390	NEW CASTLE DR	9500	COBRA HEAD
49968S35738	TAYLOR AVE	9500	COBRA HEAD
49969S35767	MORRIS PLACE	9500	COBRA HEAD
49976S35353	FLINT RIDGE LANE	9500	COBRA HEAD
49976S35677	MARSHALL DR	9500	COBRA HEAD
49984S35376	RIM VIEW LANE	9500	COBRA HEAD
49984S35734	MARSHALL DR	9500	COBRA HEAD
49988S35756	MARSHALL DR	9500	COBRA HEAD
49992S35783	MARSHALL DR	9500	COBRA HEAD
49994S35321	CEDAR TOP RD	9500	COBRA HEAD
49994S35426	NEW CASTLE DR	9500	COBRA HEAD
50002S35408	RIM VIEW LANE	9500	COBRA HEAD
50008S35360	FLINT RIDGE LANE	9500	COBRA HEAD
50018S35386	FOX COURT	9500	COBRA HEAD
50022S35456	NEW CASTLE DR	9500	COBRA HEAD
50023S35424	RIM VIEW LANE	9500	COBRA HEAD

50024S35572	NEW CASTLE DR	9500	COBRA HEAD
50026S35494	NEW CASTLE DR	9500	COBRA HEAD
50028S35534	NEW CASTLE DR	9500	COBRA HEAD
50034S35611	NEW CASTLE DR	9500	COBRA HEAD
50039S35444	RIM VIEW LANE	9500	COBRA HEAD
50044S35370	FLINT RIDGE LANE	9500	COBRA HEAD
50044S35403	BIRDSONG COURT	9500	COBRA HEAD
50046S35488	RIM VIEW LANE	9500	COBRA HEAD
50052S35506	RIM VIEW LANE	9500	COBRA HEAD
50061S35435	PLEASANT RUN	9500	COBRA HEAD
50062S35379	FLINT RIDGE LANE	9500	COBRA HEAD
50064S35513	RIM VIEW LANE	9500	COBRA HEAD
50076S35410	FLINT RIDGE LANE	9500	COBRA HEAD
50077S35474	OVERVIEW COURT	9500	COBRA HEAD
50086S35437	FLINT RIDGE LANE	9500	COBRA HEAD
50088S35453	FLINT RIDGE LANE	9500	COBRA HEAD
50093S35505	RIM VIEW LANE	9500	COBRA HEAD
50106S35474	FLINT RIDGE LANE	9500	COBRA HEAD
50114S35493	RIM VIEW LANE	9500	COBRA HEAD
50134S35488	RIM VIEW LANE	9500	COBRA HEAD
50158S35488	RIM VIEW LANE	9500	COBRA HEAD
50213S35582	CEDAR TOP RD	9500	RECT-CUTOFF
50218S35588	CEDAR TOP RD	9500	RECT-CUTOFF