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FEDERAL EXPRESS

March 18, 2019

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

RECEIVED

MAR 18 2019

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**Re: Application of PPL Electric Utilities Corporation
For Approval of Sale of Facilities to
The City of Lancaster
Docket No.**

Dear Ms. Chiavetta:

Enclosed for filing, pursuant to 66 Pa. C. S. § 1102, is an original of PPL Electric Utilities Corporation's Application for the approval of the transfer by sale of certain facilities to the City of Lancaster. The facilities are located in the Borough of City of Lancaster, Lancaster County, Pennsylvania.

Pursuant to 52 Pa. Code § 1.11, the enclosed document is to be deemed filed on March 18, 2019, which is the date it was deposited with an overnight express delivery service as shown on the delivery receipt attached to the mailing envelope.

In addition, please date and time-stamp the enclosed extra copy of this letter and return it to me in the envelope provided.

I have enclosed a check for \$350 to cover the filing fee.

Very truly yours,


Kimberly A. Klock

Enclosures

425 576

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re: Application of PPL Electric Utilities Corporation for Approval of the Transfer by Sale to the City of Lancaster of Electric Facilities Located in the City of Lancaster, Lancaster County, Pennsylvania. :
: Application
: Docket No. _____

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MAR 18 2019

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

APPLICATION OF
PPL ELECTRIC UTILITIES CORPORATION

PPL Electric Utilities Corporation ("PPL Electric"), by its attorney, hereby makes application pursuant to 66 Pa. C.S. § 1102(a)(3) for the approval of a transfer by sale of certain facilities, and in support thereof states:

1. Applicant is PPL Electric Utilities Corporation, Two North Ninth Street, Allentown, Pennsylvania 18101, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania.
2. PPL Electric furnishes electric distribution, transmission and default supply services to approximately 1.4 million customers throughout its certificated service territory, which includes all or portions of 29 counties and encompasses approximately 10,000 square miles in eastern and central Pennsylvania.
3. PPL Electric is a "public utility," an "electric distribution company" and a "default service provider" as defined in Sections 102 and 2803 of the Public Utility Code, 66 Pa.C.S. §§ 102, 2803.

4. The name and address of PPL Electric's attorney is:

Kimberly A. Klock (ID #89716)
PPL Services Corporation
Office of General Counsel
Two North Ninth Street
Allentown, Pennsylvania 18101
Phone: 610-774-5696
Fax: 610-774-4102
E-mail: kklock@pplweb.com

5. Buyer, the City of Lancaster, located in Lancaster County, Pennsylvania, is not affiliated with PPL Electric.

6. PPL Electric and the City of Lancaster entered into the Street Light System Purchase and Sale Agreement ("Agreement"), a copy of which is attached hereto as **Attachment 1**.

7. Because the Agreement involves the transfer of tangible property that is used or useful in the public service, Commission approval of the Agreement is required pursuant to 66 Pa. C.S. § 1102(a)(3).¹

8. Under the Agreement, the City of Lancaster has requested that PPL Electric sell all of PPL Electric's street lighting facilities within the municipality to the City of Lancaster.

9. The purchase of these facilities will qualify the City of Lancaster to change from Rate Schedule SHS to Rate Schedule SE for all of its street lighting service, which will result in rate savings.

10. The majority of the street light system equipment was installed in 1989.²

¹ Section 1102(a)(3) provides, in pertinent part, that the Commission's prior approval, evidenced by a certificate of public convenience, is required:

For any public utility or an affiliated interest of a public utility ... to acquire from, or to transfer to, any person or corporation ... by any method or devise whatsoever, including the sale or transfer of stock and including a consolidation, merger, sale or lease the title to, or the possession or use of, any tangible or intangible property used or useful in the public service.

11. PPL Electric agreed to sell and the City of Lancaster agreed to purchase the facilities for \$2,614,847³.

12. The facilities' original cost, original depreciated cost, present day cost, and present day depreciated cost are as follows:

	<u>Other Facilities</u>	<u>Transformers</u>	<u>Total</u>
Original Cost Undepreciated	\$1,465,680	0	\$1,465,680
Original Cost Depreciated	\$688,148	0	\$688,148
Present Day Cost Undepreciated	\$2,950,061	0	\$2,950,061
Present Day Cost Depreciated	\$1,017,963	0	\$1,017,963

13. The sales price is the result of arms-length negotiations.

14. Taking into consideration the: (1) date and cost of acquisition; (2) cost of improvements; (3) allowance for depreciation; (4) any brokerage fees and commissions; (5) tax consequences of the sale; (6) any recording fees, transfer taxes, and similar expenses incidental to conveying such property; (7) penalty costs and other charges for prepayment of any pre-existing recorded mortgage encumbering such property; and (8) net damages or benefits accruing to the remaining PPL Electric property, PPL Electric will not realize a net profit or loss from the sale.

² The property to be transferred has been included in PPL Electric's most recently filed rate case at Docket No. R-2015-2469275 and in prior rate cases.

³ This purchase price includes the pre-inspection attachment and engineering survey, complex make ready work and simple make ready work, which was agreed to by the parties.

15. Tentative journal entries include:

Retirement of depreciable facilities sold

	<u>Debit</u>	<u>Credit</u>
Account 108 – Accumulated Provision for Depreciation of Electric Utility Plant	X	
Account 101 – Electric Plant in Service		X

Proceeds from the sale of depreciable assets

	<u>Debit</u>	<u>Credit</u>
Account 131 – Cash	X	
Account 108 – Accumulated Provision for Depreciation of Electric Utility Plant		X

16. The property is not the subject of any state or federal proceedings.

17. The Commission should approve the sale of this property pursuant to Section 1102(a)(3) of the Public Utility Code because the transaction is reasonable and in the public interest for several reasons.

18. The sale of this property will significantly benefit the City of Lancaster by permitting more efficient and economical operations.

19. The sale will also relieve PPL Electric of the cost of owning, operating, and maintaining the transferred property in the City of Lancaster, Lancaster County, Pennsylvania.

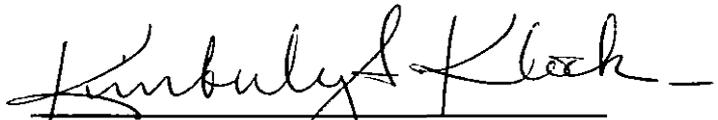
20. Further, the sale is projected to have no negative impact on operations. The sale involves a minor portion of PPL Electric's assets and will not: (1) result in any interruption or curtailment of existing services; (2) cause a staff reduction or a termination of any PPL Electric Operations; (3) result in the relocation of any PPL Electric offices; (4) require PPL Electric to acquire replacement property; or (5) affect PPL Electric's short or long-range plans for expanding or upgrading any services now offered to the public.

21. PPL Electric's engineering and operating representatives have reviewed the proposed sale of facilities and their relation to PPL Electric's operations. PPL Electric is satisfied as to the adequacy, continuity, safety of service, and other relevant factors regarding electrical supply to the City of Lancaster.

22. Based on the foregoing, approval of this application is necessary and proper for the City of Lancaster to take service in a manner which does not: result in uneconomic removal expenditures to PPL Electric, cause duplication of facilities, or render PPL Electric's existing facilities less valuable. The application also recognizes the City of Lancaster's right to service on the most favorable and economic basis under PPL Electric's retail tariff.

WHEREFORE, in view of the foregoing, PPL Electric respectfully requests that the Pennsylvania Public Utility Commission approve the above-captioned application for transfer of facilities by sale.

Respectfully submitted,



Kimberly A. Klock (ID #89716)
PPL Services Corporation
Office of General Counsel
Two North Ninth Street
Allentown, Pennsylvania 18101
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E-mail: kklock@pplweb.com

Attorney for PPL Electric Utilities Corporation

Dated: March 18, 2019

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ATTACHMENT 1

STREET LIGHT SYSTEM PURCHASE AND SALE AGREEMENT

This Street Light System Purchase and Sale Agreement (“Agreement”) is hereby entered into as of the _____ day of _____, 2019 (“Effective Date”) by and between the CITY OF LANCASTER, Lancaster County, Pennsylvania, a Pennsylvania municipal corporation (“City”), and PPL ELECTRIC UTILITIES CORPORATION, a Pennsylvania corporation (“PPL”). Each of City and PPL may be referred to herein as a “Party,” or collectively as the “Parties.”

RECITALS:

City furnishes, or is about to furnish, street lighting service in City of Lancaster; and

Pursuant to the terms of this Agreement, PPL desires to sell and City desires to purchase PPL’s Street Light System in City of Lancaster, in exchange for the payment by City to PPL of one million, seventeen thousand, nine hundred and sixty-three dollars (\$1,017,963.00) (the “Purchase Price”); and one million, five hundred ninety-six thousand, eight hundred and eighty-four dollars (\$1,596,884.00) (the “Contribution”) for, among other things, the Complex Make Ready Work.

Certain Make Ready Work must be completed before the sale of existing street lighting facilities; and

City may desire, now, and in the future, to place certain of its street lighting facilities and apparatus on utility poles belonging to PPL; and

PPL, to the extent that it has a legal right to do so, is willing to grant permission to City to attach certain of City’s street lighting facilities to PPL’s poles; and

PPL agrees to perform and City agrees to pay for Complex Make Ready Work upon the terms and conditions hereinafter set forth; and

City has prepaid PPL the amount of three hundred forty-six thousand and two hundred dollars (\$346,200.00) (the “Prepayment”) for, among other things, the Pre-Attachment Inspection and engineering; and

Upon mutual agreement of the Parties, City and/or City’s contractor(s) may perform Simple Make Ready Work at City’s expense upon the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree that the foregoing recitations are true and correct, and further covenant and agree as follows:

ARTICLE 1 DEFINITIONS

For the purpose of this Agreement the following terms when used herein shall have the following meaning:

1.1 Attachment – The binding or fastening of City’s Street Lighting Facilities to PPL’s poles by means of, but not limited to, bolts, lags and screws.

1.2 Complex Make Ready Work – All Make Ready Work that is not Simple Make Ready Work, set forth in Section 1.8 below, to be done by PPL and/or its contractor.

1.3 City’s Street Lighting Facilities – The street light bracket, luminaire and cable needed to make connection to PPL’s service wire as well as underground equipment and poles owned by City.

1.4 Make Ready Work – All work that must be completed prior to the sale of existing street lighting facilities by PPL to City.

1.5 Net-Non Betterment Cost – The adjusted replacement cost, also known present day cost depreciated (PDCD). The PDCD is the estimated net book value of the asset (original cost less accumulated depreciation) restated to current dollars using the Handi-Whitman price index.

1.6 Pre-Attachment Inspection – The inspection of PPL’s street lighting facilities to validate PPL records and identify any street lighting facilities that either (a) do not meet clearance requirements or (b) may otherwise require Make Ready work.

1.7 Post-Attachment Inspection – The inspection made by PPL of the poles to which City has made Attachments or performed any required Simple Make Ready work to verify that such Attachments or Simple Make Ready Work have been performed according to the terms and conditions of this Agreement.

1.8 Simple Make Ready Work – The Make Ready Work to be done by City and/or its contractor(s), which shall be limited to: (a) installation of fuses; (b) application of black and yellow tape and attachment of plates signifying City’s ownership of the street light; (c) following (i) deactivation of the applicable lines by PPL and (ii) express

permission of and designation of location by PPL, the physical installation of splice boxes for any street lights fed by underground lines; and (d) any other Make Ready Work that may hereafter be mutually agreed upon in writing by the Parties.

ARTICLE 2
PERMISSION TO ATTACH AND MAKE READY WORK

2.1 PPL, to the extent that it has a legal right to do so, hereby grants permission to City to maintain existing and/or make future Attachments of City's Street Lighting Facilities to PPL's poles, following performance of Make Ready Work pursuant to Section 2.2, below.

2.2 Make Ready Work shall be or has been performed as follows:

- (a) PPL shall do the Pre-Attachment Inspection.
- (b) City and/or its contractor shall perform Simple Make Ready Work, unless the Parties mutually agree that PPL will perform Simple Make Ready Work, at City's expense.
- (c) As of the Effective Date, PPL has completed all Complex Make Ready Work, at City's expense.
- (d) At the completion of all Make Ready Work, PPL shall conduct a Post-Attachment Inspection at City's expense, to verify that all Simple Make Ready Work has been completed in accordance with PPL's requirements. City shall make corrections and changes, if necessary, as identified by PPL in the Post-Attachment Inspection report.

2.3 City may make Attachments to additional poles of PPL in a manner consistent with the provisions of this Agreement and to PPL's Outdoor Lighting Customer Reference Specification document (the "Specification") then in effect. A copy of the Specification as of the Effective Date is attached hereto as Exhibit B and by this reference made a part hereof; during the term of this Agreement, PPL will provide a copy of the then-current Specification to City upon request. City shall provide at least thirty (30) days advance written Notice ("Notice") to PPL of its intentions to make such Attachments, and the notice shall be in compliance with municipal approvals deemed necessary to advise PPL to take the appropriate action and executed with proper authorization. This Notice shall include the following information: pole number, street location, wattage, lumen size, type of equipment and proposed installation date. PPL will notify City in writing of its permission (or lack thereof) to City to make the requested Attachment and indicate if Simple Make Ready Work is required. City will notify PPL of pole locations so that PPL can perform the Post-Attachment Inspection on and energize the street lighting facilities and add the luminaire to City's bill account, provided the new installation is in compliance with the requirements stated herein. If the installation is not in compliance, PPL will notify City of any additional requirements necessary for compliance.

2.4 City agrees that it shall make such Attachments within ninety (90) days from the date approval is obtained from PPL or within ninety (90) days from the date said

poles are made available for City's use, subject to extension by mutual agreement of the Parties. If such Attachments are not made within the ninety (90) day period, or such other period of time mutually agreed upon by the Parties, PPL may terminate City's right to attach to those poles.

2.5 Nothing herein contained shall be construed as affecting (a) the rights or privileges previously conferred by PPL to others not a party to this Agreement, by contract or otherwise, to use any PPL poles located in City of Lancaster, or (b) PPL's ongoing right to confer such rights or privileges. The Attachment privileges herein granted shall at all times be subject to such contracts and arrangements.

2.6 In the event of any conflict between the provisions of this Agreement and the provisions of the Specification or this Agreement is silent on a matter addressed in the Specification (either, a "Conflict"), City shall notify PPL of such Conflict in writing and PPL shall in a commercially reasonable manner resolve the Conflict and City shall proceed in compliance with PPL's resolution.

ARTICLE 3 TERM OF AGREEMENT

3.1 This Agreement shall become effective on the Effective Date. The sale of the Street Light System as set forth in Article 13 shall be complete upon entry of a final order by the Pennsylvania Public Utility Commission approving such sale in form and substance acceptable to PPL ("Effective Date"). This Agreement shall continue in full force and effect thereafter until terminated in whole or in part by either Party as further set forth in this Article 3.

(a) If this Agreement is terminated pursuant to Section 3.2 below, City must remove City's Street Lighting Facilities from PPL's poles within ninety (90) days of written notice of termination.

(b) If City fails to remove City's Street Lighting Facilities pursuant to paragraph 3.1(a), above, PPL may remove City's Street Lighting Facilities and recover all direct and indirect costs of such removal from City.

3.2 PPL reserves the right to terminate the permission granted to City for attaching to any specific pole or poles by giving ninety (90) days written notice to City when, in PPL's reasonable judgment, such action is necessary in the conduct of PPL's business, or because of City's failure to comply with any material terms and conditions of this Agreement not cured within thirty (30) days after notice from PPL to the City, or for reasons beyond PPL's control.

3.3 Regulatory Changes. If a Party's activities hereunder become subject to regulation of any kind under any governmental law, rule, regulation, code or judicial determination thereof (a "Governmental Rule") to a greater or different extent than that existing on the Effective Date, and such Governmental Rule has a material adverse effect on the benefits or obligations of this Agreement to either Party, then the Party affected by such Governmental Rule shall have the right, upon provision of written notice, to require the other Party to enter into good faith negotiations to amend this Agreement to permit the affected Party to continue performance of this Agreement. In the event that the Parties

have not agreed upon a mutually acceptable amendment to this Agreement within ninety (90) days of the date that the affected Party delivered the notice contemplated above, either Party may terminate this Agreement by giving written notice pursuant to Section 3.1 of the Agreement.

34 City reserves the right to terminate this Agreement by providing ninety (90) days written notice should PPL fail to comply with any material term and/or condition of this Agreement within thirty (30) days after receipt of written notice of such failure.

ARTICLE 4 GENERAL ADMINISTRATIVE PROVISIONS AND PROCEDURES

4.1 The general administrative provisions and procedures contained in this Article 4 shall apply to all Attachments made by City and all Make Ready Work performed by PPL or its contractor pursuant to this Agreement and shall remain in effect until such time as a change in said provisions and/or procedures are deemed necessary by PPL. Changes made to said provisions and/or procedures shall be issued by PPL to City and when issued shall form a part of this Agreement.

4.2 PPL shall make a Pre-Attachment Inspection to determine whether new Attachments contemplated by City can be made in accordance with the requirements of PPL as set forth in Article 5 of this Agreement.

4.3 PPL shall make a Post-Attachment Inspection of each new installation of City's Street Lighting Facilities on PPL's poles. Such Post-Attachment Inspection by PPL shall not relieve City of any responsibility, obligation or liability imposed on City by this Agreement.

4.4 PPL shall have the sole right to refuse to approve a request of City for the Attachment of City's Street Lighting Facilities to any pole or poles of PPL. If, however, approval is granted by PPL, City's Street Lighting Facilities shall be attached, operated, maintained, renewed, replaced and/or removed at City's sole cost and expense in a safe condition and in conformance with the terms and conditions set forth in this Agreement.

4.5 City may, at any time during the term of this Agreement or any renewal thereof, remove all or part of City's Street Lighting Facilities attached pursuant to this Agreement by giving written notice to PPL of its intentions to remove said City's Street Lighting Facilities. City shall provide advance written notice to PPL of its intentions to remove City's Street Lighting Facilities. Such notice shall be in compliance with municipal approvals deemed necessary to advise PPL to take the appropriate action and executed with proper authorization. This notice shall include the following information: pole number, street location, wattage, lumen size, type of equipment and proposed removal date.

4.6 City has paid PPL, in advance, the Prepayment for the estimated cost of the Pre-Attachment Inspection and engineering. Following completion of all work required of either Party under this Agreement, the Parties shall compare the Prepayment to the total amount due to PPL under this Agreement, and within sixty (60) days of completion of such comparison, (a) any overpayment shall be refunded by PPL to City,

or (b) any underpayment shall be paid by City to PPL.

4.7 City has paid PPL, in advance, the estimated cost of the Make Ready Work (the "Work") estimated at (\$1,596,884.00). Upon completion of the Work, PPL will determine the actual and related costs of the Work consisting of labor, engineering, labor additives, administration, indirect overhead and supervision, transportation, employee's expenses and materials. It will then submit a bill to the City for the amount actually determined to be the cost of the Work. Together with such bill, PPL agrees to submit a reasonably detailed breakdown of all costs incurred in completing the Work. If the actual cost of the Work is in excess of the Contribution, the City agrees to pay PPL the difference between the Contribution and the actual cost of the work within thirty (30) days of receipt of the invoice from Company. If the actual cost of the Work is less than the Contribution, then PPL shall refund to the City the difference between the actual cost and the Contribution, within thirty (30) days of the determination of the actual cost of the Work.

4.8 Consistent with PPL's tariff, City shall pay to PPL the Net-Non Betterment cost of any pole replacement when PPL requires the location then being used by City to be replaced, unless the pole was previously replaced at City's expense pursuant to Section 4.6 hereof.

4.9 If, for any reason, PPL is required to relocate or replace its pole or make any change in the type, character or location of any of its facilities on such pole after City has made Attachments thereto, PPL shall notify City of such fact and of the time when such work will be performed. City agrees that it will make the necessary rearrangements or transfers of its Attachments at its own expense before the time PPL makes such replacement, relocation or change in PPL's pole and/or facilities.

4.10 If City fails to make the necessary rearrangements or transfers of City's Street Lighting Facilities as necessary to comply with PPL's time schedule, PPL shall have the right, but not the duty, to perform such rearrangements or transfers. In such event, City shall pay to PPL a fixed fee of two hundred dollars (\$200) for each rearrangement or transfer. This fixed fee may be adjusted by PPL, by notification to City of such adjustment, at least sixty (60) days prior to the effective date of such adjustment.

4.11 PPL shall not be liable for any loss or damage to City's Street Lighting Facilities or the system of which they may be part, including the loss of, or interference with, the service or use of said Attachments or system, by reason of performing any of the work of rearranging or transferring such Attachments or the manner in which such work is performed. City shall not be liable to PPL for any consequential losses or damages by reason of City's failure to comply with its obligations under this Agreement.

4.12 If any City's Street Lighting Facilities require splicing in order to be compliant with the final inspection of the Make Ready Work, PPL shall do the splicing at City's expense.

4.13 If PPL is required to return to the work site to remove the old pole as a result of City's failure to rearrange or transfer such apparatus at the time of the scheduled work, City shall pay PPL a fixed fee of five hundred ninety dollars (\$590) per pole to

cover the cost of returning to the site to remove the pole or poles. This fixed fee may be adjusted by PPL, by notification to City of such adjustment, at least sixty (60) days prior to the effective date of such adjustment.

4.14 Section 4.12 shall be waived by PPL if City is at the work site with PPL but is unable to perform said rearrangements or transfers through no fault of City.

4.15 Except as may otherwise be set forth herein, payment of any amounts due to either Party under this Agreement shall be made within twenty (20) days after receipt of an accurate invoice. Interest shall accrue on any overdue unpaid amounts at a rate of one percent (1.0%) per month.

ARTICLE 5 SPECIFICATIONS AND SAFETY OF ATTACHMENTS

5.1 The specifications and safety requirements contained herein shall apply to all Attachments made and all Simple Make Ready Work performed by City pursuant to this Agreement and shall remain in effect until such time as a change in said specifications and/or safety requirements are deemed necessary by PPL. Changes made to such specifications and/or safety requirements shall be issued by PPL and, when issued, shall be deemed a part of this Agreement.

5.2 All work undertaken under this Agreement shall be performed in accordance with the following priority:

- (a) First, the practices and specifications of this Agreement, including without limitation the Specification; then
- (b) the then-current version of the National Electric Safety Code, including all future supplements, and the National Electrical Code where applicable; and
- (c) All applicable rules and regulations of federal, state and local agencies having jurisdiction over such work.

5.3 All Attachments shall be made and maintained in good condition in a place and manner satisfactory to PPL at City's sole cost and expense in accordance with the specifications set forth in this Agreement.

5.4 City agrees that during the construction, maintenance and operation of City's Street Lighting Facilities, City shall take all necessary precautions to protect all persons and property from injury or damages that may result from attaching City's Street Lighting Facilities to PPL's poles. It shall be the sole responsibility of City to properly instruct and train its employees and/or agents as to the necessary precautions to be taken by City's employees and/or agents during the construction, maintenance and operation of City's Street Lighting Facilities on PPL's poles. PPL shall not be considered in any way responsible for the adequacy or inadequacy of such instruction or training nor the adequacy or inadequacy of such precautions.

55 City agrees to utilize only qualified employees and/or contractors to perform all Simple Make Ready Work and perform construction, maintenance and operation of City's Street Lighting Facilities. City shall provide to PPL proof that City's employees and/or contractors have been trained in these requirements, including an outline of the training program and a copy of the training materials. In order to be considered qualified, employees and/or contractors must meet all of the following requirements:

- (a) Trained in and familiar with the requirements of OSHA 1926 and OSHA 1910.331 through 1910.335.
- (b) Possess the skills and techniques necessary to distinguish exposed live components from other parts of electrical equipment.
- (c) Possess the skills and techniques necessary to determine the nominal voltage of exposed live components.
- (d) Familiarity with the clearances specified in OSHA 1910.333(c), and the corresponding voltages to which the qualified person will be exposed.

56 City's construction, maintenance and operation shall be in accordance with the requirements of this Article 5. In the event that City's construction, maintenance and operation is found by PPL not to be in compliance with those requirements, PPL or its contractor after City's receipt of written notice of such noncompliance and City's failure to remedy the same within thirty (30) days after receipt of such notice, may perform the additional work to bring said construction, maintenance and operation into compliance, and such additional work shall be at City's sole cost and expense.

57 Each Attachment shall be made, repaired, maintained and removed in a safe and workmanlike manner, preserving clear pole climbing space and sufficient clearance between all wires and cables so as not to interfere with the serviceability, maintenance, repair and replacement of PPL's wires and equipment and/or Attachments by third parties.

58 Following transfer of ownership and completion of all Make Ready Work, PPL shall make all connections of City's Street Lighting Facilities to PPL's general distribution system. City shall coil a sufficient length of wire at the base of each street light mast arm to reach PPL's general distribution system, and provide molding or conduit to cover said wire.

59 Upon receipt of written notice from PPL that any Attachment made pursuant to this Agreement interferes with PPL's property or endangers its employees, or conflicts with PPL's use of said poles, City shall, at its own cost and expense, alter, rearrange, improve, renew or repair said Attachment in such a manner as PPL may direct. In the event of an emergency or failure to comply with written notice from PPL within a specified period of time, PPL may alter, rearrange, improve, renew or repair City's Street Lighting Facilities, transfer them to substituted poles or perform any other work in connection with said City's Street Lighting Facilities as may reasonably be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon, or for the service needs of PPL, and City shall reimburse PPL for all expenses thereby incurred unless costs for the same work were reimbursed under other arrangements for

relocation activities as a result of a third party project for which PPL has received payment or consideration.

5.10 City shall identify each of City's Street Lighting Facilities by affixing two adjacent wraps of 2-inch wide, yellow and black diagonal striped, pressure sensitive adhesive tape to the support bracket 2 inches behind the luminaire. City shall install a service tag at each location with a telephone number and web site for maintenance of the luminaire. PPL shall provide City with the above-mentioned tape for each installation.

ARTICLE 6 RIGHTS OF PROPERTY

Nothing herein contained shall be construed to confer upon City any property rights in PPL's poles, or the right or permission to sublet space on PPL's poles to others. Nothing herein shall be construed to compel PPL to maintain said poles longer than PPL determines, in its sole discretion.

ARTICLE 7 ENFORCEMENT OF AGREEMENT

Failure of PPL to enforce or insist upon compliance with any of the terms and conditions of this Agreement or any other items and conditions incorporated in any permission issued hereunder shall not constitute a waiver or relinquishment by PPL of any rights under such terms or conditions.

ARTICLE 8 INTERRUPTION TO CITY'S SERVICE

PPL shall not be liable to City for any delay, interruption to or interference, electrical or otherwise, with City's business or with the operation of its street lighting facilities caused by facilities or electric phenomenon of PPL not within PPL's control.

ARTICLE 9 GOVERNMENTAL, MUNICIPAL AND PRIVATE RIGHT OF WAY

City shall, at its own expense, secure any and all consents, franchises, certificates of approval and permits that may now or hereafter be required by any governmental agencies, federal, state or municipal, and by property owners for or in connection with the placing, maintaining, renewing, operating, replacing and removing of its Attachments on any pole or poles of PPL as set forth in this Agreement. City shall at all times comply with all applicable laws, ordinances, rules and regulations pertaining to the placement, maintenance, operation or removal of its Attachments. Upon the request of PPL, City shall submit proof satisfactory to PPL that any or all of the foregoing have been obtained or accomplished. PPL makes no representation or warranty that City may place its Attachments on the pole or poles covered by such permission without obtaining the consent of the property owners affected and makes no representation or warranty that any such consent is valid and sufficient. City agrees to indemnify and save harmless and defend PPL against any loss or expense that PPL may incur as a result of City's failure to comply with the provisions of this Article 9.

ARTICLE 10 LIABILITY

City shall indemnify and save harmless PPL from and against any and all losses resulting from injury or damage to any persons or property whatsoever, including injuries or death to the employees of PPL or City or damage to the property of PPL or City, arising out of, resulting from or in any manner caused by the presence, use or maintenance of said Attachments on said poles, or by the acts or omissions of City or City's agents or employees while engaged in the work of placing, maintaining or renewing said Attachments on said poles or removing them therefrom, and such losses shall include all costs, charges, expenses and attorney's fees reasonably incurred in connection with such injury or damage and also any payments made by PPL to its injured employees or to their relatives or representatives in conformity with the provisions of any workers' compensation act or any act creating a liability in the employer to pay compensation for personal injury to an employee by accident in the course of employment. City's monetary obligations under this Article 10 shall be reduced to the extent such losses are caused by the negligence or willful misconduct of PPL.

PPL shall indemnify and save harmless City from and against any and all losses resulting from injury or damage to any persons or property whatsoever, including injuries or death to employees of PPL or City or damage to the property of City, arising out of, resulting from or in any manner caused by acts or omissions of PPL or PPL's agents or employees while engaged in any work on the City's poles, property or facilities, and such losses shall include all losses, costs, charges, and expenses reasonably incurred in connection with such injury or damage. PPL's monetary obligations under this Article 10 shall be reduced to the extent such losses are caused by the negligence or willful misconduct of City.

Each Party also agrees to hold and save the other Party harmless from any and all legal fees and expenses incurred by each Party in defending itself concerning any matter contained in this Agreement.

ARTICLE 11 INSURANCE

11.1 City shall procure and maintain, and cause any of its contractors to procure and maintain, the following insurance coverages, herein referred to as 'required coverages' on policies written with insurance carriers having an A.M. Best rating of A- or better and a financial category of VIII or higher. All coverages required of City shall be in full force and effect during City's performance of this Agreement and for a period of 3 years thereafter. Prior to the execution of this Agreement, City shall furnish proof of the required coverages (acquired directly and/or through an agent), using the standard insurance industry accord form, and such certificates shall provide that insurance carriers shall endeavor to give thirty (30) days written notice to PPL of any change in or cancellation of any policy.

11.2 All policies shall be written on an occurrence basis and (except workers' compensation and employer's liability policy) shall include PPL ELECTRIC UTILITIES CORPORATION as an Additional Insured. Policies shall contain endorsement (if terminology is not printed on the form) that City policies shall be primary in all instances regardless of what, if any, like coverages are carried by PPL ELECTRIC UTILITIES CORPORATION.

11.3 All renewal certificates of insurance for said policies shall be provided to PPL's local representative fifteen (15) days prior to the expiration date of said policies.

11.4 City's liability is not limited to the amount of insurance coverage required in this Article 11.

<u>TYPE OF COVERAGE</u>	<u>MINIMUM AMOUNT REQUIRED</u>
<p>1. Workers' Compensation Employer's Liability</p>	<p>Statutory \$1,000,000</p>
<p>2. Commercial General Liability Bodily Injury and Property Damage</p> <p>Including but not limited to the following with same above limit of liability for Bodily Injury and Property Damage.</p> <ul style="list-style-type: none"> a) Contractual Liability b) Products and Completed Operations c) Broad Form Property Damage d) Care, Custody and Control (if work performed on PPL property) 	<p>\$2,000,000 Per Occurrence and in the Aggregate</p>
<p>3. Comprehensive Vehicle Liability</p> <p>Said coverage shall cover all licensed or unlicensed vehicles and/or automotive equipment owned, leased, hired or borrowed when used in connection with performance of this contract.</p> <p>Bodily Injury Property Damage</p>	<p>\$1,000,000 Combined Single Limit</p>

ARTICLE 12
ASSIGNMENT OF RIGHTS

121 City shall not assign or transfer this Agreement or any rights or authorizations granted hereunder without the prior written consent of PPL, and any such transfer or attempted transfer without such consent shall be null and void.

122 In the event such consent is granted by PPL, this Agreement shall extend to and bind the successors and assigns of the Parties hereto.

123 PPL shall not assign or transfer this Agreement or any rights or authorizations granted hereunder without the prior written consent of City.

124 In the event such consent is granted by City, this Agreement shall extend to and bind successors and assigns of the Parties hereto.

ARTICLE 13
SALE OF STREET LIGHT SYSTEM

13.1 For the purchase price of \$1,017,963 (Purchase Price) and subject to the conditions stated in this Agreement, PPL agrees to sell and City agrees to purchase all of PPL's right, title, and interest in certain street light facilities located in City of Lancaster, Lancaster County, Pennsylvania, as more fully described in Exhibit A, which is attached hereto and by this reference made a part hereof, entitled List of Street Lighting Facilities to be Conveyed to City of Lancaster by PPL Electric Utilities Corporation (collectively, the "Street Light System").

13.2 The Street Light System will be subject to a final inventory after all necessary Make Ready Work has been completed. The Street Light System and Exhibit A will be revised to include any additional street lights, poles and/or equipment that are to be transferred to City. Those street lights, poles and/or equipment shall be sold by PPL and purchased by City under the terms of this Agreement, at a purchase price to be determined by PPL and on a closing date to be determined by mutual agreement of PPL and City.

ARTICLE 14
CLOSING OF THE SALE

141 The closing of the sale of the Street Light System shall be held no later than one business day after receipt of Public Utility Commission approvals of the sale ("Closing"), provided that all of the conditions precedent set forth in paragraph 3, below, shall have been satisfied. Closing shall be held at a time and location mutually acceptable to City and PPL.

142 At Closing, PPL shall deliver to City any and all documents of conveyance and transfer, as are necessary and effective to convey and vest in City all of PPL's right, title, and interest in the Street Light System. PPL shall receive any necessary mortgage release from PPL's mortgage holder(s) within 180 days of Closing.

143 At Closing, City shall deliver to PPL a certified or bank cashier's check payable to PPL in the amount of the Purchase Price or arrange for the wiring of funds to an account of PPL's choosing, at City's option.

ARTICLE 15
CONDITION PRECEDENT TO CLOSING

All obligations of PPL under this Agreement are subject to the condition that all of the following events shall have occurred prior to Closing:

15.1 City shall have obtained all municipal approvals that City deems necessary.

15.2 Both Parties shall have completed their respective Make Ready Work to PPL's reasonable satisfaction.

15.3 City shall have made all payments due under this Agreement prior to or at Closing.

15.4 PPL shall have received all Pennsylvania Public Utility Commission approvals that PPL deems necessary. In addition, all such approvals must be fully acceptable to PPL in both form and substance.

ARTICLE 16
REPRESENTATIONS AND WARRANTIES.

PPL represents and warrants to City as follows:

16.1 At Closing, PPL shall deliver the Street Light System, free and clear of all mortgages, liens, pledges, security interests, claims, and other encumbrances and defects of title of any nature whatsoever. The remedy for the breach of the warranty stated in this subparagraph is limited to the replacement of any of the property covered by this Agreement.

16.2 PPL's execution, delivery, and performance of the Closing will not violate, conflict with, or result in the breach of any term, condition, or provision of any mortgage, indenture, agreement, permit authorization, or other document or understanding by which PPL or any portion of the Street Light System may be bound or affected.

ARTICLE 17
PURCHASE "AS IS."

PPL MAKES NO REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN RESPECT TO THE PROPERTY COMPRISING THE STREET LIGHT SYSTEM, EXCEPT THAT IT WILL DELIVER THE STREET LIGHT SYSTEM FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, AS DESCRIBED IN SECTION 16.1 ABOVE. CITY SHALL RECEIVE SAID PROPERTY "AS IS." THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT EXTEND BEYOND THE DESCRIPTION CONTAINED HEREIN.

ARTICLE 18
ELECTRIC SERVICE.

No later than one business day after Closing, PPL shall provide electric service to the Street Light System under Rate Schedule SE of PPL's Tariff-Electric Pa.P.U.C. 201, or its successor, as modified from time to time by PPL. This obligation shall be subject to all terms and conditions of PPL's Tariff-Electric Pa. P.U.C. No. 201, shall continue only so long as Rate Schedule SE or its successor rate, as modified from time to time, exists and only so long as the Street Light System qualifies for service under Rate Schedule SE.

ARTICLE 19
RISK OF LOSS PRIOR TO TRANSFER OF TITLE.

In the event that any portion of the Street Light System shall be damaged in any way or removed prior to Closing, PPL shall, at its sole cost and expense, repair or replace any street lighting facilities so damaged or removed.

ARTICLE 20
BINDING EFFECT.

The provisions of this Agreement shall inure to and bind the successors and assigns of the respective Parties.

ARTICLE 21
GOVERNING LAW.

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

RECEIVED

MAR 18 2019

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

ARTICLE 22
CAPTIONS.

The Captions in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement.

ARTICLE 23
PRIOR AGREEMENT(S)

This Agreement and the exhibits attached hereto constitute the entire agreement between City and PPL for (a) the placement or Attachment and maintenance of City's Street Lighting Facilities on PPL's poles and (b) City's purchase of the Street Light System. There are no other provisions, terms or conditions to this Agreement, whether written or oral, and all prior or contemporaneous agreements with respect to the subject matter herein are superseded by this Agreement.

IN WITNESS HEREOF, the Parties have executed this Agreement as set forth below.

ATTEST:

CITY OF LANCASTER


Borough Representative
CITY

CITY CLERK

By: 
Name: Danone Sorace
Title: Mayor
Date: 11/5/18

ATTEST:

PPL ELECTRIC UTILITIES CORPORATION

Title

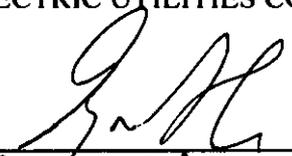
By: 
Name: Gregory N. Dudkin
Title: President
Date: 3-18-19

EXHIBIT A

LIST OF STREET LIGHTING FACILITIES TO BE CONVEYED TO THE CITY OF LANCASTER BY PPL ELECTRIC UTILITIES CORPORATION

<u>NO.</u>	<u>DESCRIPTION</u>
166	5800 Lumen high pressure sodium fixtures
2,137	9500 Lumen high pressure sodium fixtures
911	16000 Lumen high pressure sodium fixtures
73	25500 Lumen high pressure sodium fixtures
2	50000 Lumen high Pressure sodium fixtures
226	Wood poles – Solid wood poles w/just light
28	Concealed wire - Center bore wood poles
217	Low mount fiberglass poles for decorative fixtures
35	Aluminum poles of various heights
44	Steel poles of various heights
33,195 ft.	Street light wire of various sizes
11,978 ft.	Conduit of various sizes for street light wire



PPL Electric Utilities

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Customer Reference Specification
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6-10-165 – Customer Reference Specification

**Requirements for Service to
Customer-Owned Street Lighting Systems
Served Under Rate Schedule SE**

Replaces A-190555 (6-01-141)
A-197765 (6-10-165)
CRS-1001

THIS CUSTOMER REFERENCE SPECIFICATION (CRS) IS PART OF THE RULES FOR
ELECTRIC METER AND SERVICE INSTALLATION (REMSI) WEBSITE.



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Reference Notes for Drawings

General Notes

1. All work shall be performed in accordance with the practices and specification in this document, the current version of the National Electrical Safety Code (NESC) and all applicable rules and regulations of federal, state and local agencies having jurisdiction over such work. Where conflict arises among such requirements, the more stringent requirements shall be adhered to.
2. Service specified in this document is unmetered according to the terms and conditions of PPL Electric Utilities Corporation (PPL EU) General Tariff, Rules and Rate Schedules for Electric Service, Rate Schedule SE – Energy Only Street Lighting Service.
3. Deviations from this specification must be approved by PPL EU in writing prior to installation.
4. Customer installations of street light attachments to utility poles must obtain approval from the regional PPL EU Distribution Design Department before an attachment is permitted.
5. All customer street light equipment will be installed, owned, operated, and maintained by the customer.
6. Replacement or rearrangement of any and all facilities (make ready work) deemed necessary by PPL EU to accommodate the attachment of customer-owned street lighting facilities must be completed prior to making the attachment.

All costs associated with the replacement or arrangement of those facilities will be paid by the customer owning the lighting facilities.

7. Customer-owned street lights shall be mounted over the roadway at 90 degrees to it. Street lights may be mounted at 45 degrees at an intersection.
8. Customer-owned street light support brackets installed on wood utility poles may be grounded, if the highest attachment point of the street light bracket is below the PPL EU neutral.

A minimum 4 inch clearance shall be maintained between the nearest metallic portion of an ungrounded bracket (or its pole attachment hardware) and any vertical pole ground wire that may be on the surface of the pole.

9. Bolt ends shall not project more than one inch beyond the nut.
10. Installation of customer-owned street lighting facilities on poles with overhead service shall be in accordance with Figures 6-10-165-A or 6-10-165-B and 6-10-165-G/H of this specification.
11. Underground service to customer-owned street lighting on customer-owned poles or customer-owned structures shall be in accordance with Figures 6-10-165-C/D/E/F of this specification.



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General Notes (cont'd)

12. Compliance with Pennsylvania's One Call System, PA Act 187 for dig in protection is required.
13. *Customer-owned street lights must have an accessible fused disconnect installed in the service line to protect against a short circuit and to provide a means of disconnecting the installation for maintenance. Fuse size must conform to ampacity requirements of the National Electrical Code (NEC) or any other applicable code requirements.*
14. Luminaires must have an external label for field identification of the luminaires characteristics in accordance with the latest revision of ANSI C136.15.
15. *Minimum clearances between power, telephone, CATV, or other communication companies and customer owned street lighting facilities shall be in accordance with the latest revision of the National Electric Safety Code (NESC).*
16. Customer's underground cable and conduit systems for street lighting shall conform to the NESC, including grounding and location of facilities.
17. The PPL EU standard electric service for luminaires is 120 or 240V. However, at PPL EU's option, customer-owned luminaries may be served from other available secondary voltages, but it may involve an excess cost payable by the customer.
18. Generators or other means of emergency electric service to customer-owned street lighting facilities are prohibited, unless specifically approved in writing by PPL EU. If approved, the installation of the emergency electric supply shall conform with the latest revision of PPL EU's REMSI Website.
19. Expressed written consent must be obtained from PPL EU for any work being performed above the PPL EU system neutral.

Purchase of Company-Owned Street Lighting Facilities

*Please refer to PPL EU's currently policy on purchase of company-owned street lighting facilities.

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General Notes – Customer Equipment

Luminaires

The following luminaire characteristics are strongly recommended:

1. A luminaire type designed for roadway lighting with semi-cutoff or cutoff light distribution pattern.
2. Slipfitter that accommodates 1¼ through 2 inch IPS pipe and bird guard protection for bracket assembly.
3. Ballast or driver capable of operation at both 120 and 240V, 60 cycles AC with high power factor.
4. Terminal block to accept 120 and 240V supply.
5. Mogul lamp socket for standard ANSI approved High-Intensity-Discharge (HID) lamps.
6. Igniter (starter) receptacle for ease of igniter replacement (for HID lamps requiring an igniter).

Luminaire Control

A standard locking-type photoelectric control receptacle shall be provided as an integral part of the luminaire housing and shall be fitted with a suitable photoelectric control to individually operate each light. Remote photoelectric control receptacles are not acceptable.

The locking type photocontrol and mating receptacle shall conform to the latest revision of ANSI C136.10. The photocontrol is to be calibrated with a turn ON at 1.5 foot candles (fc) $\pm 0.5\text{fc}$ and a maximum turn OFF ratio of 4:1.

A relay system, with photoelectric control or timed on/off operation, can be used to operate a group of street lights. In this case, the photoelectric control at the luminaire must be replaced by a shorting cap.

Support and Support Brackets

The following support and support bracket characteristics are strongly recommended:

1. A minimum Class 3 wood pole. See REMSI Sketch #47 for more detail. Timber option not permitted.
2. All brackets shall meet or exceed the Class D strength requirements of the latest revision of ANSI C136.13 and shall be constructed with a continuous main pipe section.

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General Notes – Customer Equipment (cont'd)

Identification

Customer-owned street light installations shall be clearly identifiable from the ground.

Each customer-owned luminaire support bracket shall be marked by the customer with two (2) adjacent wraps of 2 inch wide, yellow and black diagonal striped, pressure sensitive adhesive tape (CID 323301)– 2 inches behind the luminaire. PPL EU will provide the customer with sufficient marking tape for each new and purchased installation.

Customer is required to clearly label every pole (PPL EU Wood Pole with ANSI Overhead Light or Customer Owned Underground Feed Light). A permanent weather resistant label shall be located below the PPL EU grid coordinate stencil.

Required information on label shall include but is not limited to the owner of the light, who to call to report a street light outage and that the pole number needs to be provided when an outage call is made.

A sample label would be as follows:

**XYZ Owned Street Light
Call xxx-xxx-xxxx To Report Street Light Problems
Provide The Number On This Pole When You Call**

PPL EU will provide grid coordinates for every customer-owned pole. PPL EU reserves the right to install grid coordinate stencils on each customer-owned pole with PPL EU facilities attached.

Specific Notes: Power Supply & Equipment – Figures 6-10-165-A and 6-10-165-B

The customer shall provide the following for new installations:

1. Street lighting luminaire, lamp (if applicable), control, and bracket.
2. New street light poles or standards as desired. With prior approval from PPL EU and proper clearance, customer owned street light may be attached to existing PPL EU poles.
3. A sufficient length of service leads to allow PPL EU personnel to make all connections to PPL EU's overhead secondary distribution system without splicing in additional wire.

Service leads shall consist of two stranded #10 AWG 600V XLP insulated wires with the neutral lead permanently marked and identifiable throughout its length.

Service leads shall be run from the terminal block connection in the customer-owned luminaire inside the support bracket and exiting out of the bracket at the pole.

The customer shall coil and secure the service leads, after installing the in-line fuse holder and fuse (see #2, "PPL EU Will" below), at the base of the support bracket.



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Specific Notes: Power Supply & Equipment – Figures 6-10-165-A and 6-10-165-B (cont'd)

4. A waterproof in-line fuse holder (Bussman HEB-AA, or equivalent), waterproof boots and an appropriate time-delay fuse (Bussman FNM, or equivalent) to protect against a short circuit and to provide a means of disconnecting the installation for maintenance.

The fuse holder shall be installed in the phase lead at the point where the service leads exit the support bracket.

5. A sufficient length of non-conductive molding or conduit to cover the service leads from the point where they exit the support bracket to PPL EU's overhead secondary wires. The size of covering shall not be larger than 3/4 inch. Also, provide staples (24 inches apart) of sufficient size and number to attach the molding or conduit to the pole.

The molding or conduit can be tied to the bracket or temporarily affixed to the pole. Staples can be bagged and attached to the bracket or pole.

6. Customer may ground the luminaire bracket to their neutral leg of the 120 or 240V source which is between the fuse and the luminaire. For the grounding bracket use ILSCO P/N: BGC-2DB or equivalent. A minimum of #6 solid copper is required for grounding.

PPL EU Will

1. Attach molding or conduit and service leads to the pole.
2. Connect customer's service leads to PPL EU's overhead secondary distribution system.

Street Light Facilities Purchased from PPL EU

Electric service equipment specified above are already present in street light facilities to be purchased and PPL EU by the customer. The only exception is that a disconnect point must be established which will be the point of delivery.

PPL EU will install, at the customer's expense, the customer provided in-line fuse holder, fuse and boots in the existing energized service leads. PPL EU can provide the fuse holder, fuse and boots if desired by the customer, at customer's expense. This equipment will be the responsibility of the customer after installation.



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Specific Notes: Power Supply & Equipment – Figure 6-10-165-C and 6-10-165-D

Figure 6-10-165-C is not for new construction and is shown only as reference for existing installations.

Figure 6-10-165-D shows a method of providing service to a customer owned street light system with the service and disconnecting equipment on a utility pole.

Customer Responsibilities

1. All service equipment is installed, owned, operated and maintained by the street light customer. Customer's equipment includes all service equipment from the service leads weather head and extending through the load side.
2. All customer-owned service equipment must occupy only one side of the pole and is preferred to be installed on the side of the pole to which an installer will face oncoming traffic and will not interfere with traffic.
3. Service entrance equipment and pole-mounted cabinets shall NOT be installed on utility poles that have:
 - Junction poles – a pole where the PPL EU primary line runs in three or more directions.
 - Poles with existing underground riser conduit.
 - Poles with attachments such as PPL EU's capacitor or sectionalizing controlling boxes, line switch operating handles, or other company's control boxes or cabinets (fire alarm, police signal, traffic control, meters, switching and disconnect equipment).
 - Transformer poles that are not accessible to an aerial lift vehicle.
4. The maximum size pole-mounted fused distribution cabinet allowed is 22" wide x 16½" deep x 30" high. All cabinets or disconnecting equipment must be mounted using externally accessible hardware. Do not install more than one distribution cabinet and one disconnect on the same pole.
5. Install and ground the cabinets in accordance with the latest revision of PPL EU's REMSI Website, and any other applicable code.
6. Service disconnecting equipment and fusing must meet installation and ampacity requirements of the NEC and any other applicable code.

PPL EU Responsibilities

1. PPL EU will connect the service leads to the available secondary conductors and energize the customer's street lighting system.



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Specific Notes: Power Supply & Equipment – Figure 6-10-165-E and 6-10-165-F

Figure 6-10-165-E shows a method of providing service to a customer-owned street light system with the service and disconnecting equipment in an underground served junction box, which will be the point of delivery. This is the preferred method for fusing underground served lighting and is the required method for new installation in which two or more lights are served from a single point of delivery where the junction box will not be surrounded by concrete (i.e. installed in sidewalk, etc.). This fusepoint shall be located as close as possible to PPL EU point of service at a location designated by PPL EU.

Figure 6-10-165-F shows a method of providing service to a customer-owned street light system service and disconnecting equipment in an underground served junction box, which will be the point of delivery. This option is only for use when the junction box shall be surrounded by concrete (i.e. installed in sidewalk, etc.). This fuse point shall be located as close as possible to PPL EU point of service at a location designated by PPL EU.

Customer Responsibilities

1. All street light service equipment is installed, owned, operated, and maintained by the street light customer. This includes the junction box, including excavation, fuse holders, fuses, bar connectors, ground rod, ground wire, conduit and cables extending to the customer-owned lighting structures and luminaires.
2. The customer's junction box and cover shall be non-metallic and sized to minimum dimensions according to Figure 6-10-165-E and 6-10-165-F, or larger to accommodate multiple cables with a minimum bending radius for 600V cables of 8 times the cables outside diameter.

The junction box and cover shall support the minimum vertical test load as recommended by the manufacturer for the installed location. Installations in locations normally considered accessible to vehicles is prohibited.

Figure 6-10-165-F – the cover shall have a skid resistant surface.

3. Wire or cables shall be arranged to provide enough slack to pull the connectors and fuse holders out of the junction box for future maintenance and installations.
4. Bar connectors (Utilco/ILSCO type PED-SS series, Homac RAB or RXL series, or equivalent) shall be fully insulated and watertight, with adequate cable positions.
5. Waterproof in-line fuse holders (Bussman HEB, or equivalent) waterproof boots and appropriate time-delay fuses (Bussman FNM, or equivalent) connected at the load end with customer's street light cables.
6. Provide grounding at the junction box. Provide grounding at other locations along the street lighting system in accordance with the NESC.
7. Customer is responsible for any necessary trenching and back filling in compliance with PA Act 187.

 <p>PPL Electric Utilities</p>	<p>Outdoor Lighting Customer Reference Specification 6-10-165</p>	<p>0000-000-ST-6010 Custom ID: DCS 6-10 Revision: 06 Effective Date: 09/25/2017 Page 103 of 111</p>
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Specific Notes: Power Supply & Equipment – Figures 6-10-165-E and 6-10-165-F (cont'd)

PPL EU Responsibilities

1. Provide and connect an underground service lateral, which may include conduit, to the line side of the in-line fuses and neutral bar connector within the junction box, which will be the point of delivery.
2. Install line identification tags on the line side of the fuse holders and neutral bar connectors.
3. Install a PPL EU grid coordinate number on the outside cover of the junction box.
4. Energize the customer's street lighting system.

Specific Notes: Figures 6-10-165-G and 6-10-165-H

Figures 6-10-165-G and 6-10-165-H show the minimum in-span clearances from a customer-owned luminaire to the PPL EU wires attached to the same structure. The figures also show a zone cavity where the wires, of the type and voltage indicated, shall not cross in-span in order to provide room for installation, maintenance and clearances to live wires. The distances are measured at the closest point in the span to the luminaire and its bracket.

The following table shall be used to determine the sag in the wire according to the specific loading conditions with no wind displacement.

Loading Conditions	Sag
32° F, no wind displacement, ½ inch radial thickness of ice	Final
Maximum Conductor Operating Temperature (MCOT) for which the line is designed to operate, no wind displacement	Final
120° F, no wind displacement	Final

The following table only applies to open-wire secondary and open-wire primary conductor for horizontal clearances which must be calculated with wind pressure acting on the conductor, as well as attachment insulator deflection:

60° F, 6 pounds per square foot wind	Final Sag
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(SINGLE SUPPORT BRACKET)

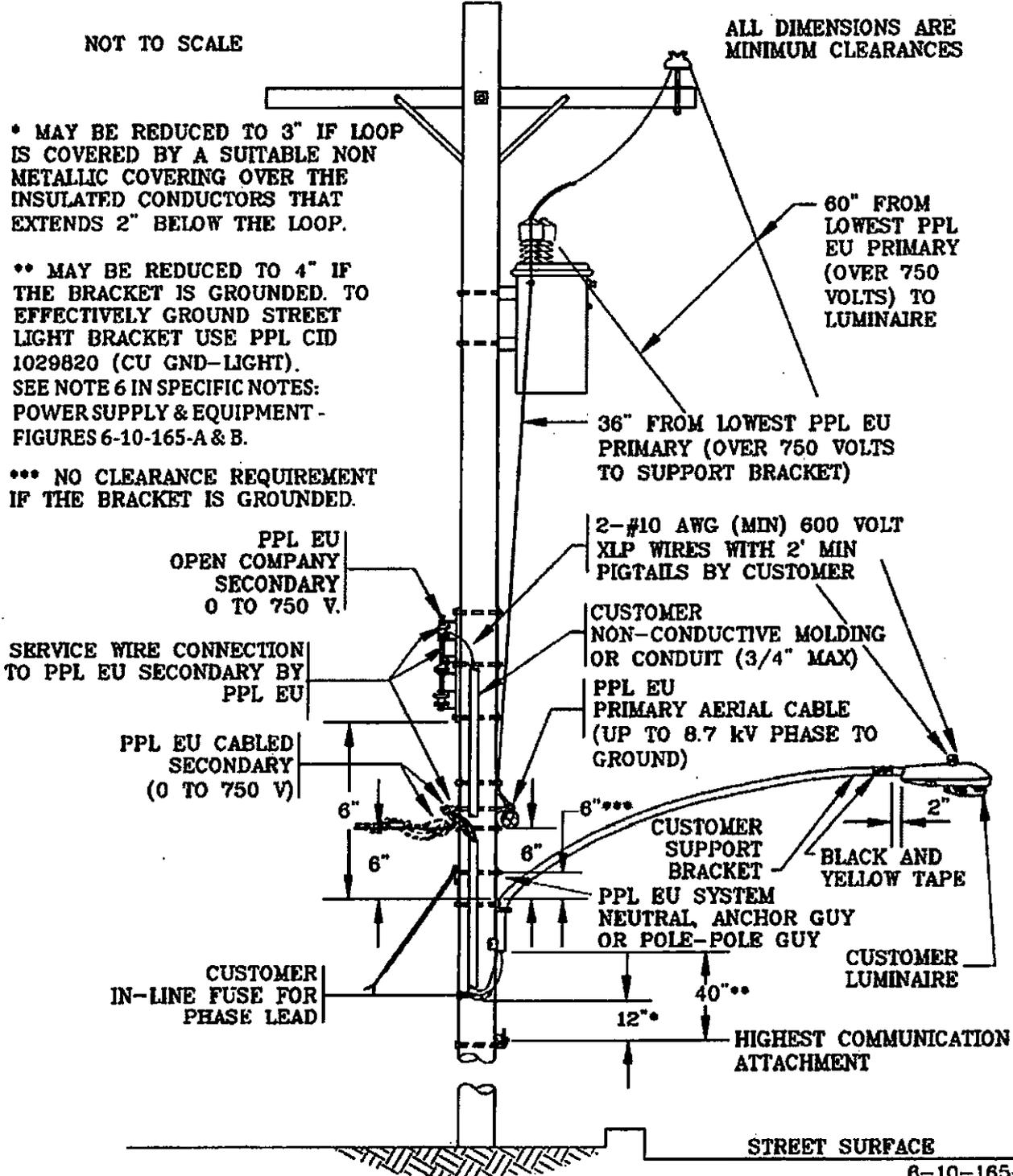
NOT TO SCALE

ALL DIMENSIONS ARE
MINIMUM CLEARANCES

* MAY BE REDUCED TO 3" IF LOOP IS COVERED BY A SUITABLE NON METALLIC COVERING OVER THE INSULATED CONDUCTORS THAT EXTENDS 2" BELOW THE LOOP.

** MAY BE REDUCED TO 4" IF THE BRACKET IS GROUNDED. TO EFFECTIVELY GROUND STREET LIGHT BRACKET USE PPL CID 1029820 (CU GND-LIGHT). SEE NOTE 6 IN SPECIFIC NOTES: POWER SUPPLY & EQUIPMENT - FIGURES 6-10-165-A & B.

*** NO CLEARANCE REQUIREMENT IF THE BRACKET IS GROUNDED.



6-10-165-A



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(DOUBLE SUPPORT BRACKET)

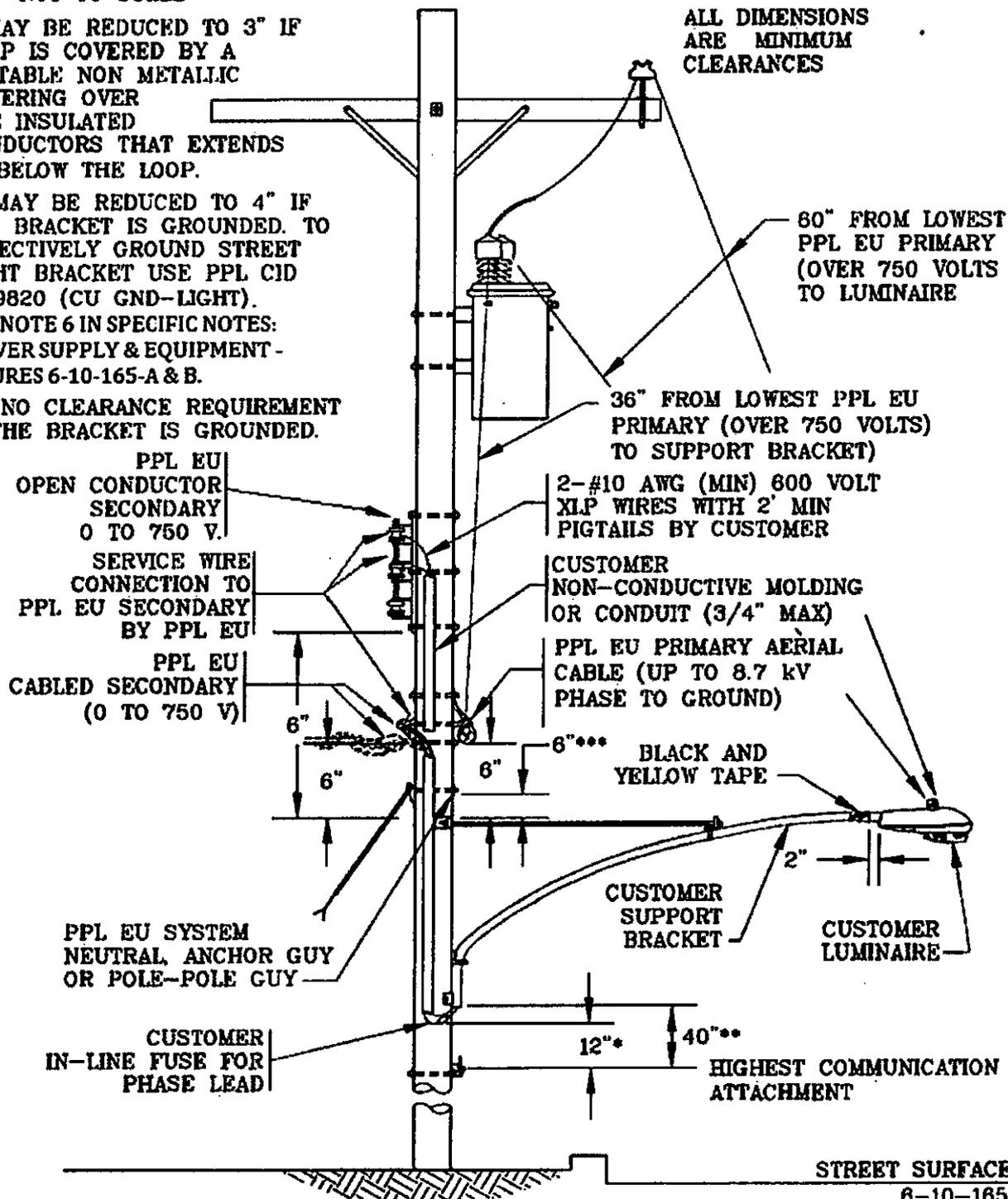
NOT TO SCALE

* MAY BE REDUCED TO 3" IF LOOP IS COVERED BY A SUITABLE NON METALLIC COVERING OVER THE INSULATED CONDUCTORS THAT EXTENDS 2" BELOW THE LOOP.

** MAY BE REDUCED TO 4" IF THE BRACKET IS GROUNDED. TO EFFECTIVELY GROUND STREET LIGHT BRACKET USE PPL CID 1029820 (CU GND-LIGHT). SEE NOTE 6 IN SPECIFIC NOTES: POWER SUPPLY & EQUIPMENT - FIGURES 6-10-165-A & B.

*** NO CLEARANCE REQUIREMENT IF THE BRACKET IS GROUNDED.

ALL DIMENSIONS ARE MINIMUM CLEARANCES



6-10-165-B



PPL Electric Utilities

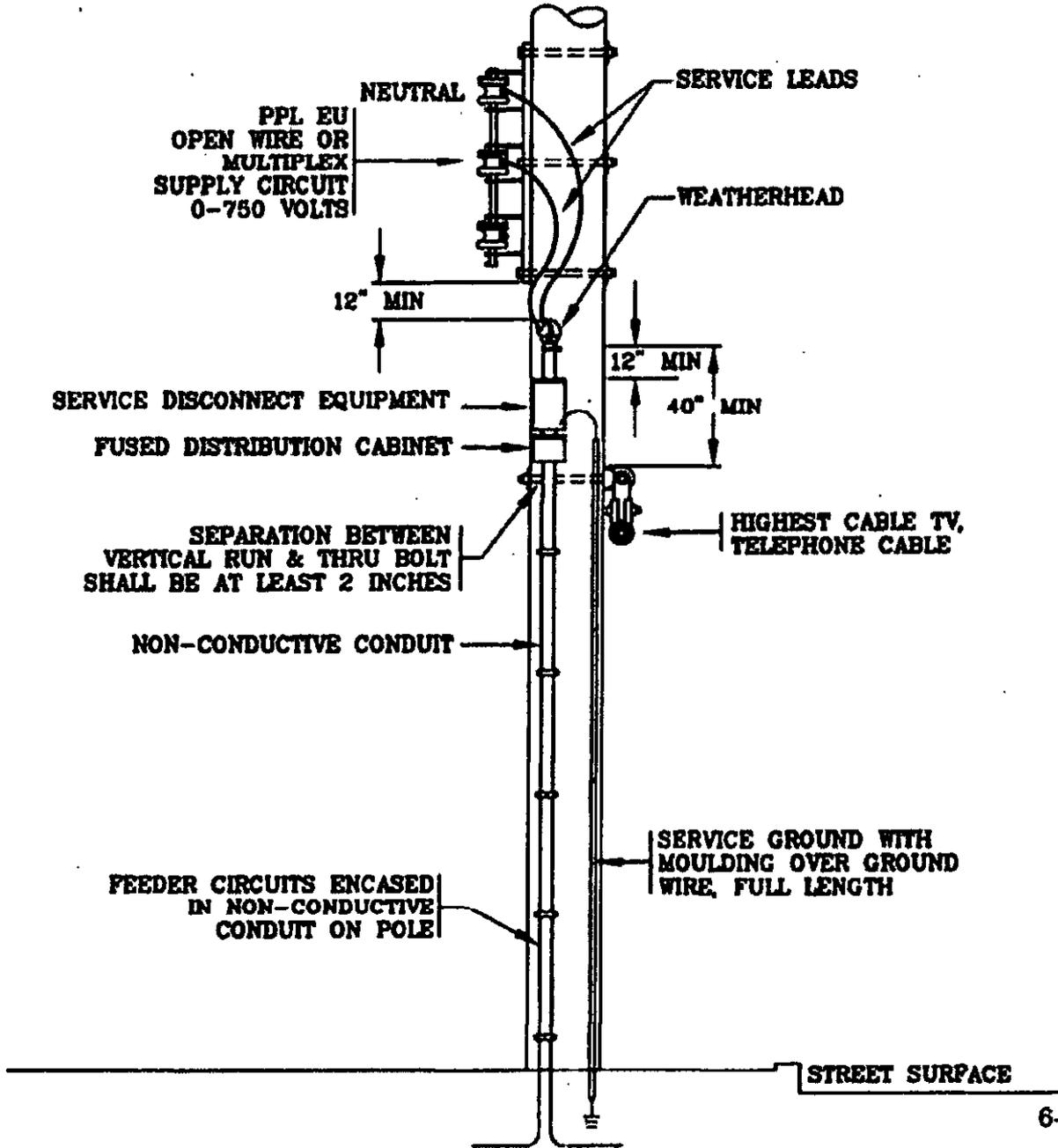
**Outdoor Lighting
Customer Reference Specification
6-10-165**

0000-000-ST-6010
Custom ID: DCS 6-10
Revision: 06
Effective Date: 09/25/2017
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NOT TO SCALE

NOT FOR NEW CONSTRUCTION

**ALL DIMENSIONS ARE
MINIMUM CLEARANCES**



6-10-165-C

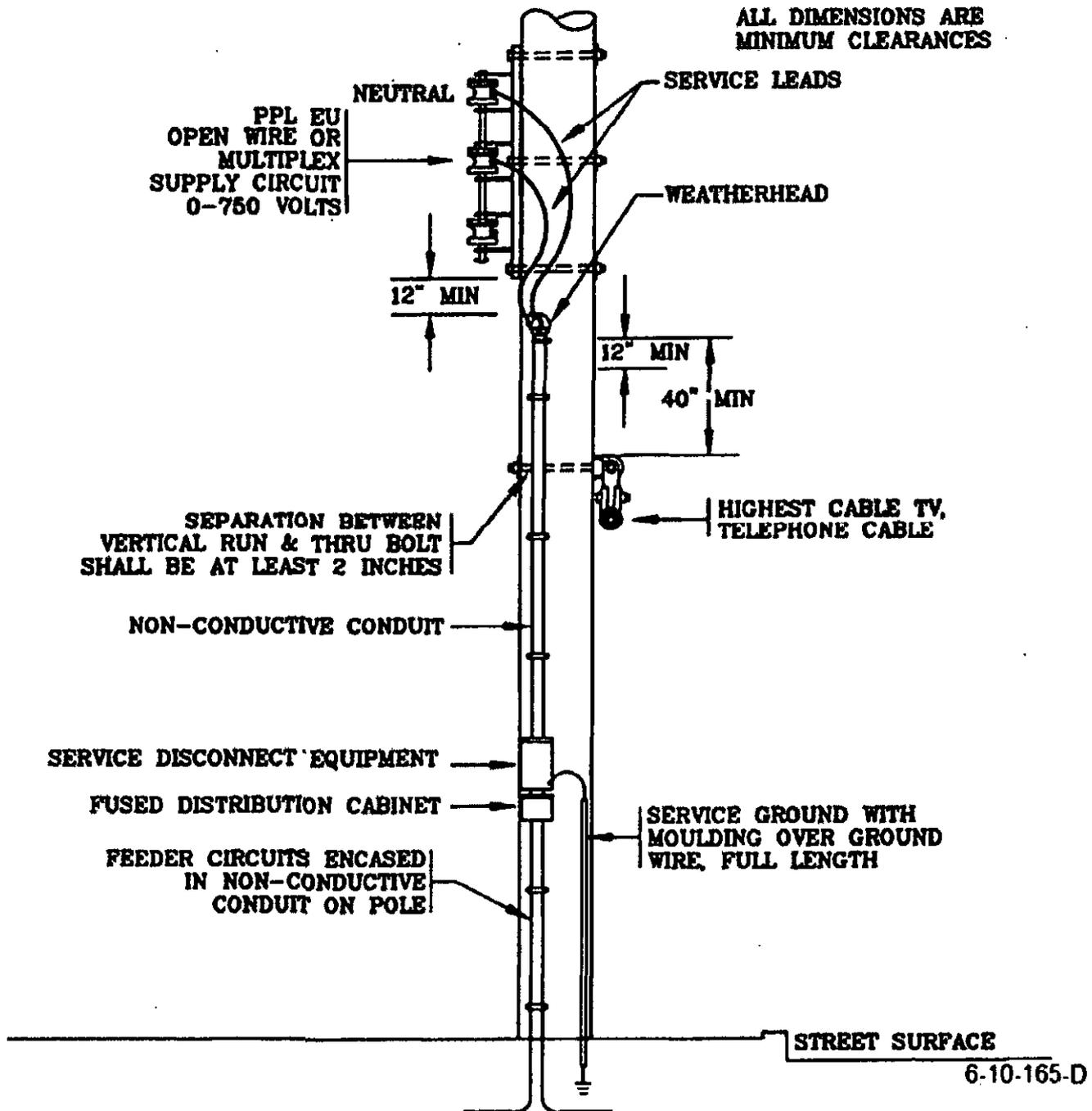


PPL Electric Utilities

**Outdoor Lighting
Customer Reference Specification
6-10-165**

0000-000-ST-6010
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NOT TO SCALE





PPL Electric Utilities

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Customer Reference Specification
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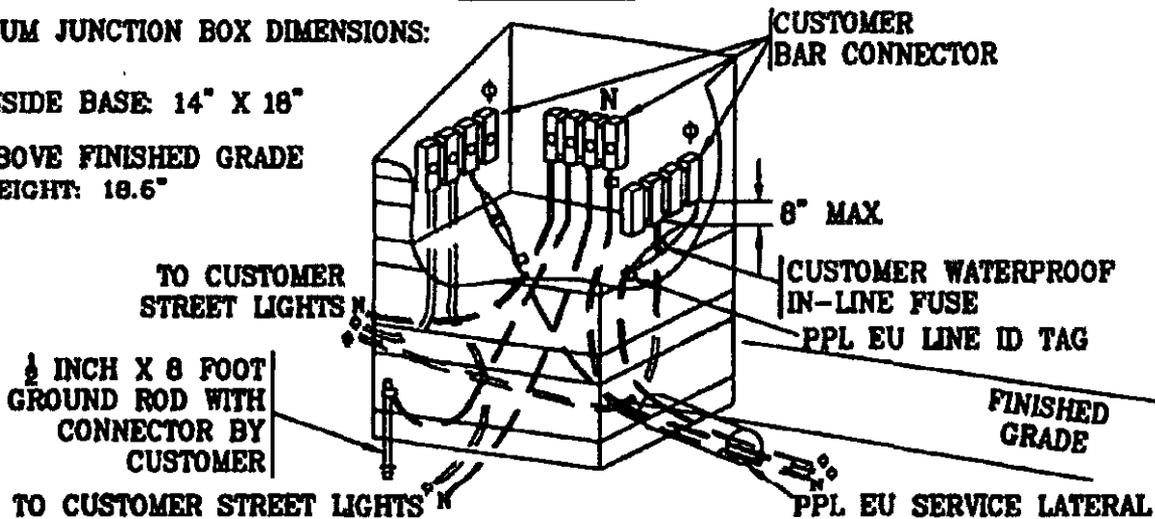
NOT TO SCALE

FOR NEW CONSTRUCTION

FRONT VIEW

MINIMUM JUNCTION BOX DIMENSIONS:

INSIDE BASE: 14" X 18"
ABOVE FINISHED GRADE
HEIGHT: 18.6"



SIDE VIEW

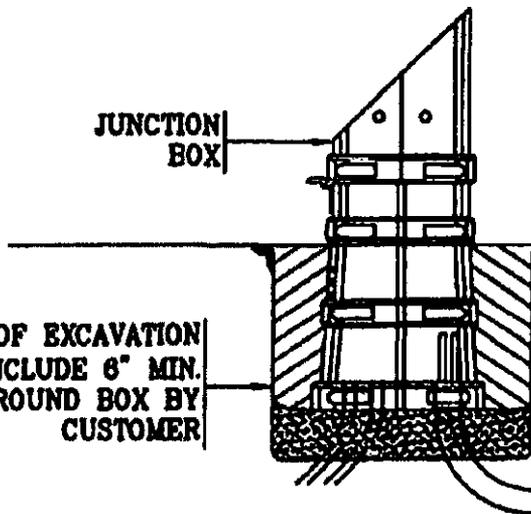
PPL EU GRID
COORDINATE NUMBER
AND "ELECTRIC" SHALL
BE LABELED ON
OUTSIDE COVER

LOCKING PROVISION



JUNCTION
BOX

EXTENT OF EXCAVATION
TO INCLUDE 6" MIN.
AROUND BOX BY
CUSTOMER



FINISHED GRADE

CUSTOMER TO BACKFILL
UNIFORMLY ON ALL FOUR SIDES,
TAMP, AND FILL TO FINISHED
GRADE LEVEL

BASE OF WELL-TAMPED
STONE SCREENINGS OR
SAND BY CUSTOMER

6-10-165-E



PPL Electric Utilities

**Outdoor Lighting
Customer Reference Specification
6-10-165**

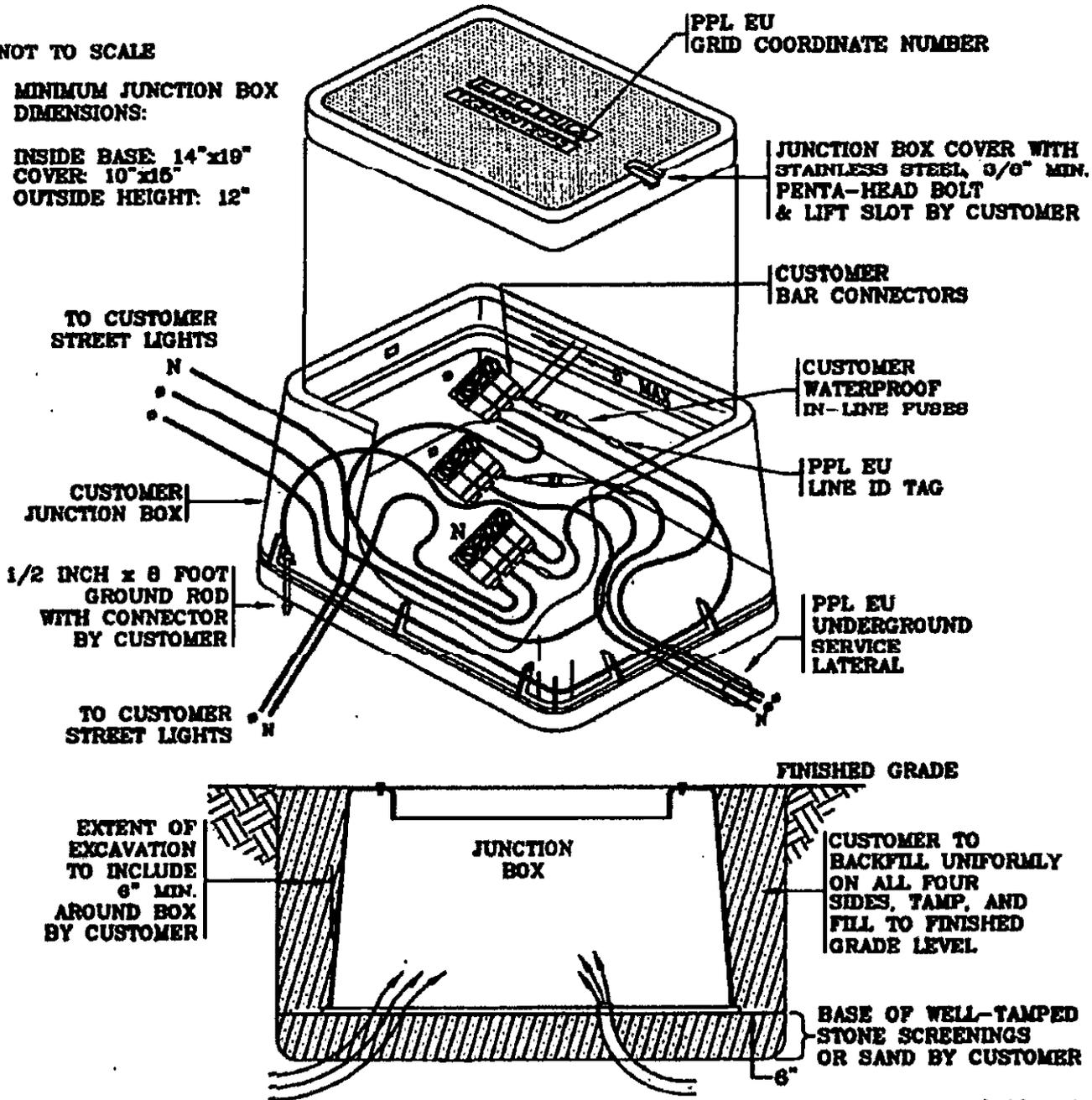
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Custom ID: DCS 6-10
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ONLY FOR USE WHEN JUNCTION BOX SHALL BE SURROUNDED BY CONCRETE

NOT TO SCALE

**MINIMUM JUNCTION BOX
DIMENSIONS:**

**INSIDE BASE: 14"x19"
COVER: 10"x15"
OUTSIDE HEIGHT: 12"**



6-10-165-F



PPL Electric Utilities

**Outdoor Lighting
Customer Reference Specification
6-10-165**

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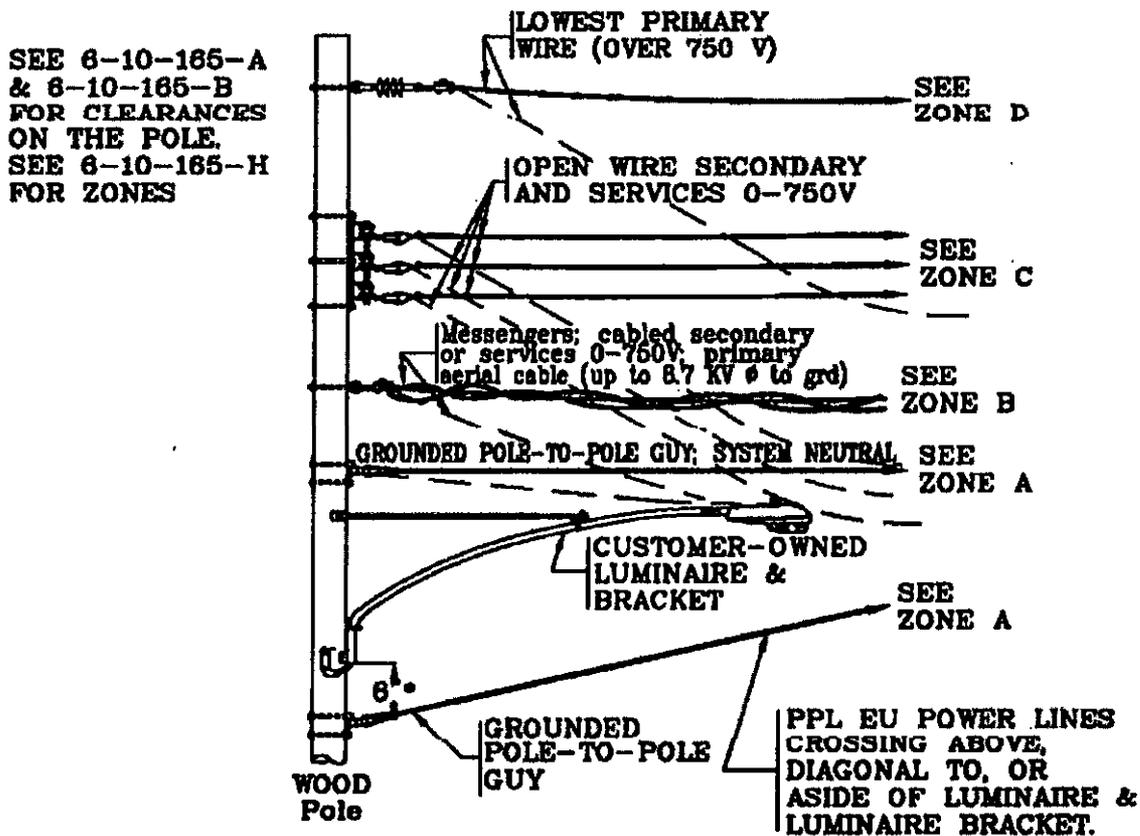
Clearance requirements from PPL EU power lines attached to the same structure and extending above a customer-owned luminaire and luminaire bracket.

Clearances are minimum dimensions and are measured at the closest point in the span to the luminaire or luminaire bracket.

See "Specific Notes: Power Supply & Equipment— Fig. 6-10-165-E and 6-10-165-F" for conductor sag information with respect to loading conditions and wind displacement.

NOT TO SCALE

DIMENSIONS SHOWN ARE MINIMUM DISTANCES.



***NO CLEARANCE REQUIREMENT IF THE BRACKET IS GROUNDED.**

6-10-165-G



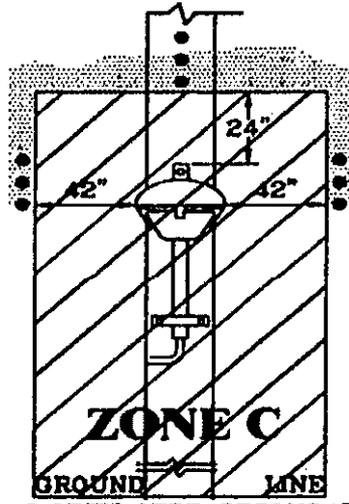
PPL Electric Utilities

**Outdoor Lighting
Customer Reference Specification
6-10-165**

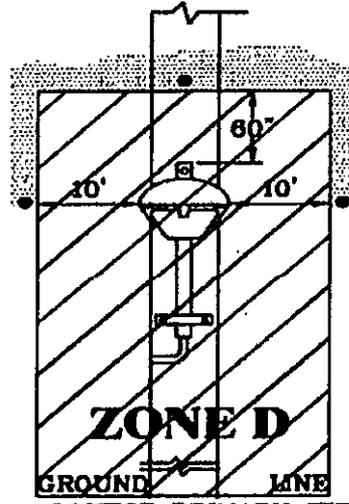
0000-000-ST-6010
Custom ID: DCS 6-10
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NOT TO SCALE

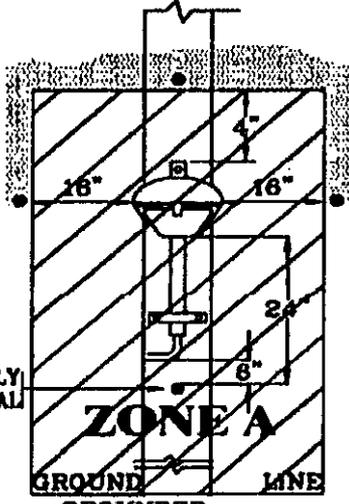
DIMENSIONS
SHOWN ARE
MINIMUM
DISTANCES



ZONE C
● OPEN WIRE SECONDARY
& SERVICES 0-750V

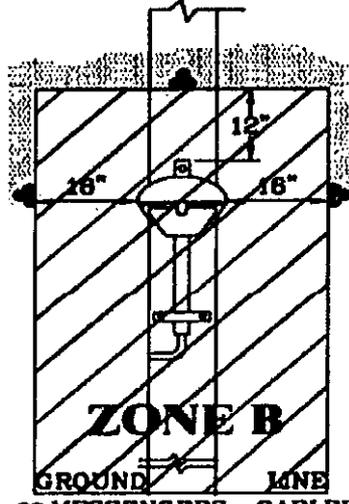


ZONE D
● LOWEST PRIMARY WIRE
(OVER 750 V)



GUY ONLY
NO NEUTRAL

ZONE A
● GROUNDED
POLE-TO-POLE GUY,
SYSTEM NEUTRAL



ZONE B
● MESSENGERS; CABLED
SECONDARY OR SERVICES
0-750V; PRIMARY AERIAL
CABLE (UP TO 8.7 KV *
TO GRD)

LEGEND:



ZONE WHICH CAN'T BE
OCCUPIED BY POWER
LINES REPRESENTED



AREA OF CLOSEST
LOCATION OF POWER
LINE REPRESENTED

6-10-165-H

CERTIFICATE OF SERVICE

I hereby certify that true and correct copies of the foregoing have been served upon the following persons, in the manner indicated, in accordance with the requirements of § 1.54 (relating to service by a participant).

VIA FEDERAL EXPRESS

Tonya J. McCloskey, Esquire
Office of Consumer Advocate
555 Walnut Street
Forum Place, 5th Floor
Harrisburg, PA 17101-1923

Rick Kanaskie, Esquire
Director
Bureau of Investigation & Enforcement
Commonwealth Keystone Building
400 North Street, 2nd Floor West
PO Box 3265
Harrisburg, PA 17105-3265

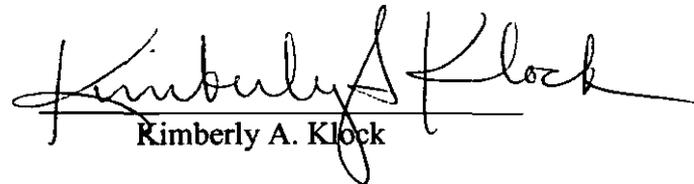
John R. Evans
Small Business Advocate
Office of Small Business Advocate
300 North Second Street, Suite 1102
Harrisburg, PA 17101

RECEIVED

MAR 18 2019

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

March 18, 2019


Kimberly A. Klock

