

Michael J. Shafer
Senior Counsel

PPL
Two North Ninth Street
Allentown, PA 18101-1179
Tel. 610.774.2599 Fax 610.774.4102
mjshafer@pplweb.com



E-File

May 13, 2019

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

**Re: PPL Electric Utilities Corporation Encroachment Agreement;
Hampden Township
Mechanicsburg, Cumberland County, Pennsylvania**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") is an Agreement between PPL Electric and Hampden Township located in Mechanicsburg, Cumberland County, Pennsylvania. Sears Run Associates, located in State College, Pennsylvania, is also party to this agreement. 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 13, 2019, 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,

A handwritten signature in blue ink, appearing to read "Michael J. Shafer", written over a blue horizontal line.

Michael J. Shafer

Enclosure

Prepared by: PPL Electric Utilities

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

PARCEL ID #s: 10-18-1316-042

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement"), made this ^{2nd} day of April, 2019, by and between PPL ELECTRIC UTILITIES CORPORATION, a Pennsylvania Corporation, having an address of 2 N. Ninth Street, Allentown, Pennsylvania 18101, hereinafter called "PPL," and HAMPDEN TOWNSHIP, a municipal corporation and township of the first class, having a mailing address of 230 South Sporting Hill Road, Mechanicsburg, Pennsylvania 17050, hereinafter called "Requester," and SEARS RUN ASSOCIATES, a Pennsylvania General Partnership, having an address of 2121 Old Gatesburg Road, Suite 200, State College, Pennsylvania 16803, hereinafter called "Property Owner."

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, PPL, has an existing electric transmission easement located in Hampden Township, Cumberland County, Pennsylvania, recorded in the Cumberland County Recorder of Deeds Office at Book 167, Page 370 ("PPL ROW"), located on the property identified as Tax Parcel Number 10-18-1316-042, with said property being more fully described in a deed recorded in the Cumberland County Recorder of Deeds Office at Book 194, Page 388 (the "Property"); and

WHEREAS, PPL utilizes the PPL ROW for an existing electric transmission line and will utilize the PPL ROW for future electric transmission lines ("PPL's Lines/Facilities"); and

WHEREAS, Requester is desirous of entering into an agreement for the purposes of laying, constructing, maintaining, operating, repairing, replacing, and removing an at grade walking and bike trail between PPL structures 21733S33788 and 21773S33596 (collectively the "Facilities") within the PPL ROW; and

WHEREAS, Requester's Facilities are more fully identified on the plans entitled "Proposed Bike Path Location", prepared by Hampden Township, dated August 2017, which is attached hereto as Exhibit "A" and incorporated by reference herein (the "Plans"); and

NOW THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Recitals. The recitals set forth hereinabove are true and correct and are incorporated herein.

2. Encroachment License.

2.1 The right and authorization granted to Requester for the Facilities to occupy the PPL ROW is a non-exclusive license for the purposes of construction, operation, maintenance, repair, removal and replacement of the Facilities on the PPL ROW ("Encroachment License"). PPL's grant of the Encroachment License to Requester is conditioned on Requester constructing, operating, and maintaining its Facilities in accordance with the terms of this Agreement. Only the Facilities shown on the Plans are permitted and any additional buildings, structures, equipment, or facilities in addition to the Facilities shown on the Plans are prohibited unless prior written approval is received from PPL.

2.2 Requester shall not, within the PPL ROW: (i) store flammable fuels or materials above ground; (ii) park vehicles that contain highly flammable or explosive cargoes; (iii) fuel vehicles; or (iv) conduct any blasting.

2.3 PPL reserves rights of ingress and egress over the PPL ROW and Property for line maintenance, repair, reconstruction or other work. Should both the PPL and Requester need access to the PPL ROW at the same time the parties will use their best efforts to coordinate their activities so as not to interfere with the activities of the other.

2.4 Any cranes or other equipment which may be used on or near the PPL ROW for the installation or repair of the Facilities must be operated in a manner that will avoid contact with the electric lines and be in accordance with any and all applicable municipal, state or federal rules, statutes, ordinances or regulations, including but not limited to the Federal Occupational Safety and Health Act and safety standards and regulations promulgated by the Department of Labor and Industry. Requester acknowledges that it is requesting to install its Facilities in the vicinity of electric transmission and distribution facilities, and Requester agrees that Requester and its contractors shall exercise extreme caution to avoid shock hazards.

2.5 PPL utilizes the Property for an existing electric transmission line and may utilize the Property for future additional electric transmission lines. In the event that Requester requires relocation or temporary reinforcement of PPL's Lines/Facilities to accommodate the installation, operation and/or maintenance of Requester's Facilities and PPL agrees to such relocation or temporary reinforcement in advance in writing, such relocation or temporary reinforcement shall be performed by PPL at the sole expense of Requester.

2.6 PPL reserves the right to trim or remove any tree or shrub that interferes with ingress, egress, maintenance or operation of PPL Lines/Facilities without obligation to restore same.

2.7 Should PPL determine in its sole discretion that additional PPL Lines/Facilities are to be installed, operated and maintained on the PPL ROW, Requester shall cooperate with PPL to accommodate the additional PPL Lines/Facilities at Requester's sole cost and expense. Requester's accommodation shall include providing additional protection to Requester's Facilities, and any other reasonable request of PPL.

2.8 Requester's activities under this Agreement, including but not limited to, the installation, operation, and maintenance of the Facilities shall be in compliance with any and all municipal, state and/or federal laws, statutes, rules, ordinances or regulations. 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, including but not limited to those laws, statutes, codes or regulations governing the operation of electric transmission or distribution facilities.

2.9 The proposed walking and bike trail must have at least 10 feet horizontal clearance to the face of any pole and must be designed to withstand HS25 loading.

3. Indemnification. Requester hereby releases, quitclaims, discharges, indemnifies, defends and holds harmless PPL, its officers, directors, employees and agents (collectively the "**Indemnified Parties**"), from and against any and all loss, liability, damages, demands, claims, suits, fines, penalties, including attorneys' and experts' fees and/or causes of action whatsoever, caused by, resulting from, or in any way related to the presence of the Facilities on the Property and/or the presence of Requester or its agents or employees on the Property, including but not limited to claims of PPL's own negligence, gross negligence, and indemnification against third-party claims or claims by employees or agents of Requester.

4. Environmental Claims. Requester hereby agrees to indemnify and save the Indemnified Parties harmless against any and all claims, losses and liabilities, including costs and reasonable counsel fees arising out of or related to the handling, disturbance, transport, storage, or disposal of Hazardous Substances brought onto, generated, or allowed to enter the Property by Requester, or its/their contractors and subcontractors. "Hazardous Substances" shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "hazardous constituents", "restricted hazardous materials", "extremely hazardous substances", "toxic substances", "contaminants", "pollutants", "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Laws. "Environmental Laws" shall mean all federal, state, local, tribal and foreign laws, regulations, rules, ordinances, codes and similar provisions having the force and effect of law, decrees, judgments, directives, judicial or administrative orders and determinations, and all common law concerning pollution or protection of the environment, natural resources (including threatened or endangered species and natural resource damages) or human health and safety.

5. Damages.

5.1 If Requester or its employees or agents damage any of PPL's Lines/Facilities, including, but not limited to PPL's Lines/Facilities located underground, and counterpoise, the damage shall be reported immediately to PPL and Requester shall be responsible to reimburse PPL for all costs and expenses incurred by PPL in repairing PPL's Lines/Facilities.

5.2 Requester agrees to restore the PPL ROW to its original condition and to be responsible for any ground settling which may result from the installation of the Facilities, for a period of one (1) year from completed installation of Facilities, and one (1) year from the date any maintenance which may be required thereafter is completed.

5.3 If Requester violates any of the reservations, terms, or conditions set forth in this Agreement and fails to cure such breach within the time period set by PPL in the written notice sent to Requester, PPL may terminate this Agreement, or PPL may cure said breach at Requester's sole cost and expense. In the event that this Agreement is terminated PPL is permitted to remove the Facilities from the PPL ROW at Requester's sole cost and expense, and take whatever action necessary to extinguish the Agreement from the public record if the Agreement had been recorded prior to the termination.

5.4 Requester hereby 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.

6. Insurance.

6.1 Requester shall, and shall cause all of its successors and assigns to, during any period where the Facilities are being installed and/or maintained on the PPL ROW, at Requester's sole cost and expense, maintain, or cause to be maintained with insurance companies having an A.M. Best Insurance Rating of 'A-' or better and financial strength category of VIII or higher, the minimum insurance coverages, hereinafter referred to as the "Required Coverages", as set forth below. The Commercial General Liability coverage required of Requester and each successor or assign shall be written on an occurrence basis.

6.2 Requester shall name PPL and its officers, directors and employees as additional insureds and shall include a waiver of subrogation in favor of the additional insureds. The insurance coverages afforded under the policies required hereunder shall be primary and non-contributing. The Required Coverages shall include: (a) Commercial General Liability policy for bodily injury and property damage in the amount of \$2,000,000; (b) statutory workers compensation coverage; and (3) automobile insurance at the statutory minimum. PPL reserves the right to change the Required Coverages by providing 30 days written notice to Requester.

7. Miscellaneous.

7.1 This Agreement shall run with the Property and be binding upon the respective successors and assigns of each of the parties hereto.

7.2 This Agreement shall not be amended, altered, or modified except by an instrument in writing duly executed by both parties.

7.3 If any part or provision of this Agreement shall be determined to be invalid by a court of competent jurisdiction, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.

7.4 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein.

7.5 This Agreement has been duly authorized by all required corporate or other necessary action of both parties and, upon execution hereof, shall constitute a valid and binding obligation of both parties, enforceable in accordance with its terms.

7.6 All notices, requests, claims, demands, invoices, and other communications hereunder shall be in writing and shall be given (and except as otherwise expressly provided herein, will be deemed to have been duly given if so given) by hand delivery, by electronic mail, by mail (registered or certified, postage prepaid), or by reputable overnight delivery service (prepaid or billed to sender), effective upon receipt, to the respective Parties as follows:

If to PPL:

PPL Electric Utilities Corporation
Attn: Manager-Transmission Siting/ROW/Permits/Real Estate
Two North Ninth Street
Allentown, Pennsylvania 18101

With a copy to:

PPL Services Corporation
Office of General Counsel
Two North Ninth Street
Allentown, Pennsylvania 18101

If to Requester:

Hampden Township
Attn: Township Manager
230 South Sporting Hill Road
Mechanicsburg, Pennsylvania 17050

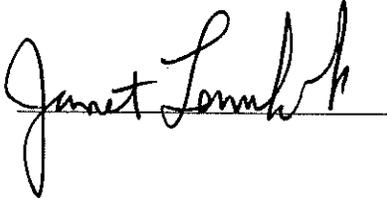
7.7 The Encroachment License granted by this Agreement shall continue in force until terminated at any time by PPL giving Requester, its successors and assigns, sixty (60) days' notice of PPL's intention to terminate. Requester acknowledges that because of the nature of PPL's business, it may be required at any time for PPL to invoke the herein stated termination clause in order to ensure the use of the PPL ROW for PPL's business purposes as a public utility.

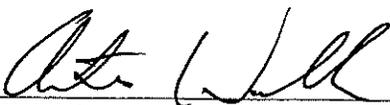
[SIGNATURES ON FOLLOWING PAGE]

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

WITNESS:

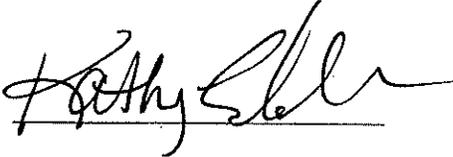
PPL ELECTRIC UTILITIES CORPORATION



By: 
Austin Weseloh
Transmission Right of Way and Real Estate Supervisor

WITNESS:

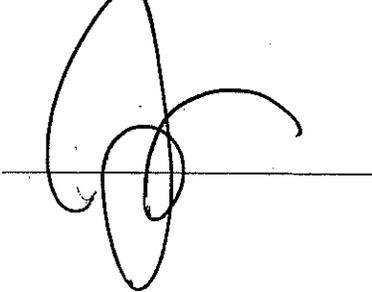
HAMPDEN TOWNSHIP

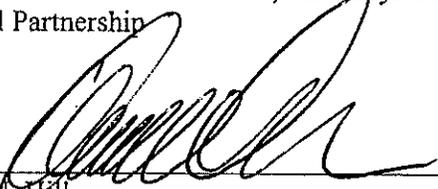


By: 
Keith Metts
Township Manager

WITNESS:

SEARS RUN ASSOCIATES, a Pennsylvania
General Partnership



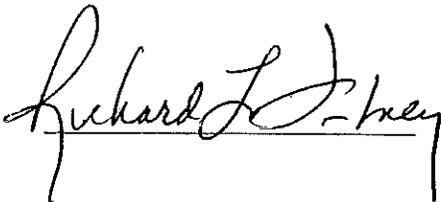
By: 
David N. Hill
Owner

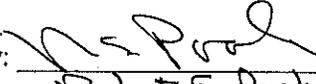
WITNESS:

SEARS RUN ASSOCIATES, a Pennsylvania
General Partnership

By: **KELCHAR GROUP, L.P.**, a Pennsylvania
Limited Partnership and Owner

By: **KELCHAR INVESTMENTS, LLC**, a Pennsylvania
Limited Liability Company and General Partner



By: 
Name: ROBERT E PROBST
Title: General Partner

COMMONWEALTH OF PENNSYLVANIA)
)
) : SS
)
COUNTY OF LEHIGH)

On this the _____ day of _____, 2019 before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Austin Weseloh, who acknowledged himself to be the Transmission Right of Way and Real Estate Supervisor of PPL Electric Utilities Corporation, a corporation, and that he as such Transmission Right of Way and Real Estate Supervisor, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Transmission Right of Way and Real Estate Supervisor.

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

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

Janet M. Lembach
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
)
) : SS
)
COUNTY OF ~~LEHIGH~~ Cumberland)

On this the 7th day of May, 2019 before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Keith Metts, who acknowledged himself to be the Township Manager of Hampden Township, a municipal corporation and first class township, and that he as such Township Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the municipal corporation and township by himself as Township Manager.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Kathy L. Finkenbinder, Notary Public
Hampden Twp., Cumberland County
My Commission Expires March 31, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Kathy L. Finkenbinder
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF CENTRE)

On this the 2nd day of APRIL, 2019 before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared David N. Hill, who acknowledged himself to be an Owner of Sears Run Associates, a Pennsylvania General Partnership, and that he as such Owner, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as Owner.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Alicia N. Cornali, Notary Public
Ferguson Twp., Centre County
My Commission Expires July 27, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Alicia N. Cornali
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF CENTRE)

On this the 2nd day of APRIL, 2019 before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared ROBERT E. POOLE who acknowledged himself/herself to be the MANAGER of Kelchar Investments LLC, a Pennsylvania Limited Liability Company and General Partner of Kelchar Group, L.P., a Pennsylvania Limited Partnership and an Owner of Sears Run Associates, a Pennsylvania General Partnership and that he/she as such MANAGER, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself/herself as MANAGER.

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

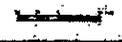
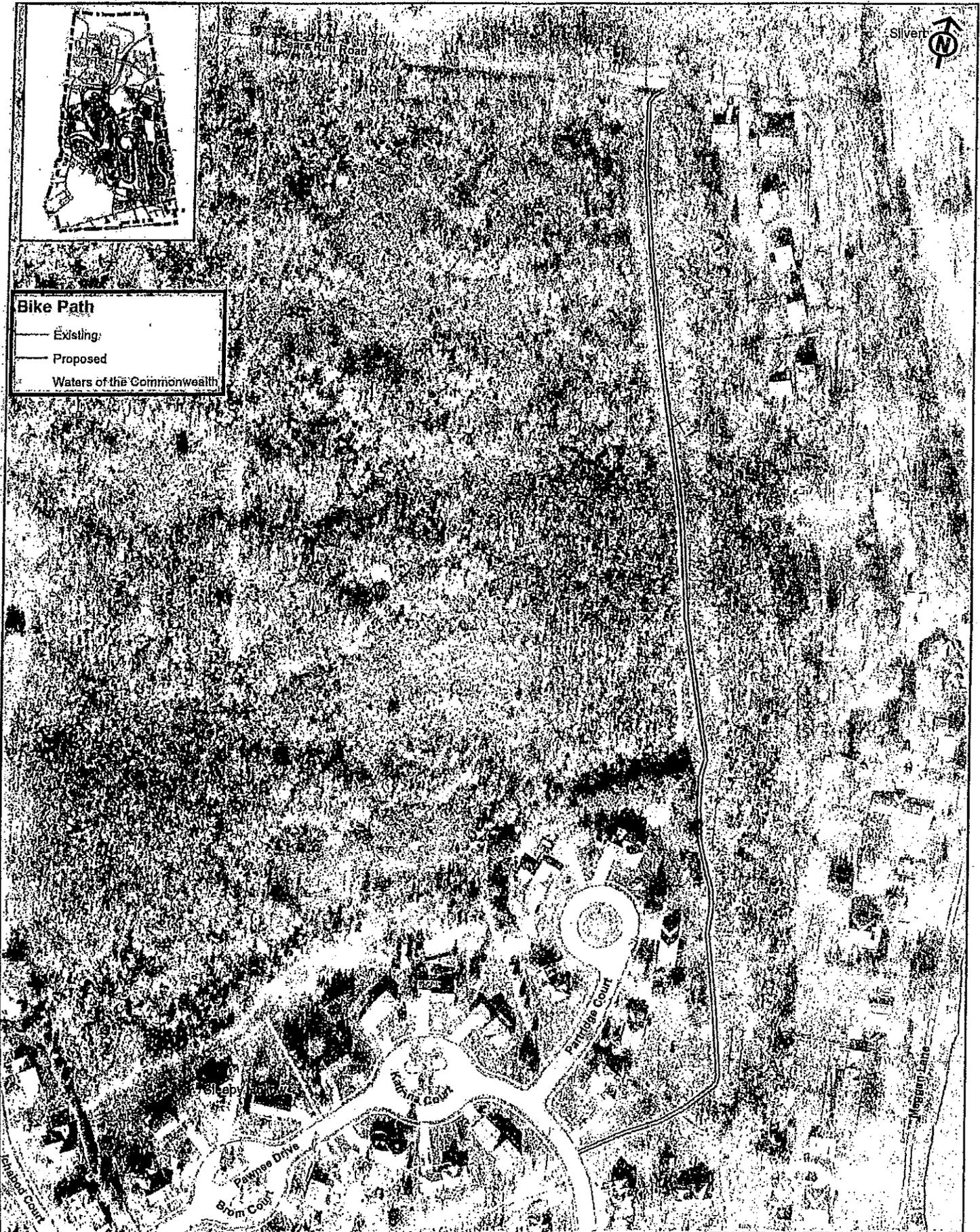
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Alicia N. Cornali, Notary Public
Ferguson Twp., Centre County
My Commission Expires July 27, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Alicia N. Cornali
Notary Public



Bike Path

- Existing
- Proposed
- Waters of the Commonwealth





End
40°15'30.36" N
76°58'14.36" W

Mid point
40°15'24.6" N
76°58'12.5" W

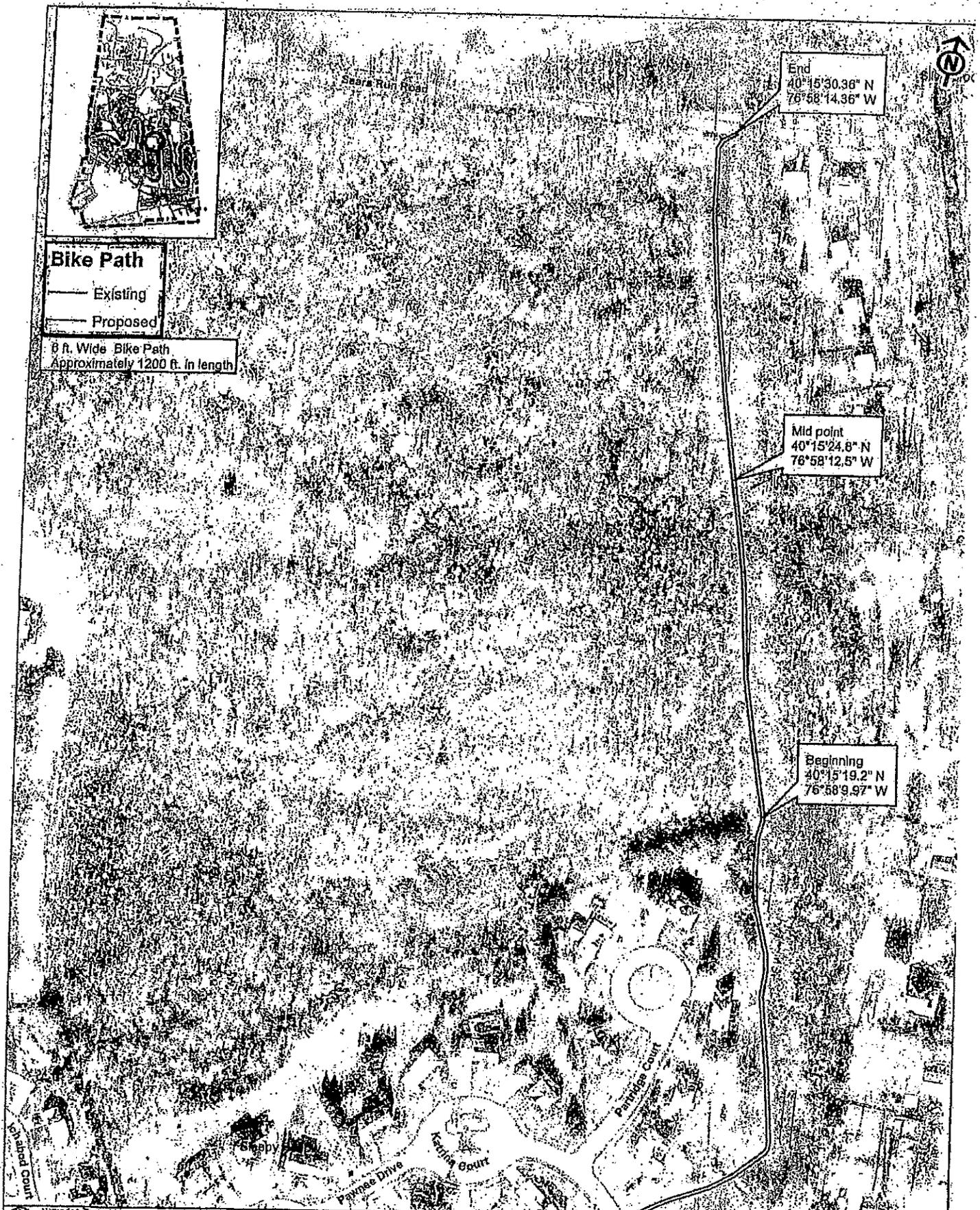
Beginning
40°15'19.2" N
76°58'9.97" W

Sears Run Road

Bike Path

- Existing
- Proposed

8 ft. Wide Bike Path
Approximately 1200 ft. in length



Hempden Township
230 N. Reading Hill Rd
Mechanicsburg, PA 17050-3207
(717) 741-0118

Proposed Bike Path Location



August 2017