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E-File

July 5, 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 Indemnification Agreement;
Township of Spring, Berks County, Pennsylvania**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation (“PPL Electric”) is an Indemnification Agreement between PPL Electric and the Township of Spring (“Township”) located in Berks County, Pennsylvania. As part of the Spring Street to State Hill 69kV Underground Duct Bank Project in the Township, the Township requires PPL Electric to indemnify and hold harmless the Township from claims by anyone claiming residual property interests in the detour areas during the time of the detours. 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 July 5, 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,

Michael J. Shafer

Enclosure

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT ("Agreement") is made this 5th day of July, 2019, by and between the TOWNSHIP OF SPRING, BERKS COUNTY, PENNSYLVANIA, a second class township of the Commonwealth of Pennsylvania with offices at 2850 Windmill Road, Sinking Spring, Pennsylvania 19608 ("Township"), and PPL ELECTRIC UTILITIES CORPORATION, a Pennsylvania corporation with offices at 2 North Ninth Street, Allentown, Pennsylvania 18101 ("PPL").

Background

PPL has filed Highway Occupancy Permit Application No. 176156 ("HOP Application") with the Pennsylvania Department of Transportation ("PennDOT") in order to obtain a highway occupancy permit ("HOP") to permit PPL to construct and install certain facilities and improvements in connection with the PPL Spring Street to State Hill 69kV Underground Duct Bank Project in the Township ("Project")

In order to complete the Project, PPL requires traffic detours onto Township roads ("Detours"). As a condition to the granting of the HOP Application and the Detours, PennDOT requires (1) the written approval from the Township to the Detours, and (2) the Township to indemnify and hold harmless PennDOT from claims by anyone claiming residual property interests in the Detour area which occurs during the time of the Detour ("Township Indemnification").

As a condition to the written approval by the Township to the Detours and the Township Indemnification, the Township requires PPL to indemnify and hold harmless the Township from claims by anyone claiming residual property interests in the Detour area which occurs during the time of the Detour.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, and in consideration of the provisions herein contained, the receipt and legal sufficiency of which are hereby acknowledged and agreed by the parties hereto, the parties hereto agree as follows:

1. Background. The parties hereto acknowledge and agree that the Background section set forth above is accurate and constitutes an integral part of this Agreement and is incorporated herein by reference thereto.
2. PPL Indemnification. PPL agrees to indemnify and hold harmless the Township from claims by anyone claiming residual property interests in the Detour area which occurs during the time of the Detour.
3. Parties Bound. This Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors and assigns.
4. PUC Review. This Agreement is between a public utility and a municipal corporation and is therefore subject to Pennsylvania Public Utility Commission ("PUC") review pursuant to 66 Pa.C.S.A. § 507. The Effective Date of this Agreement shall be the later of i) thirty (30) days from the date that PPL submits the Agreement to the PUC; or ii) if the PUC opens an investigation of the Agreement, on the date the PUC approves the Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

TOWNSHIP OF SPRING,
BERKS COUNTY, PENNSYLVANIA

By: Jay Vaughan
Jay Vaughan, Township Manager

Date: 7.3.19

PPL ELECTRIC UTILITIES CORPORATION

By: Austin Waseloh

Name: Austin Waseloh

Title: Transmission ROW & Real Estate Supervisor

Date: July 3, 2019