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E-File

September 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 Temporary License Agreement;
Wilson School District, Berks County, Pennsylvania**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") is a Temporary License Agreement between PPL Electric and the Wilson School District located in Berks County, Pennsylvania. Temporary rights are needed to allow for the construction and completion of work involving the installation of a conduit bank as part of the Lauschtown-Berks Area Buildout Project. 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 September 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

Parcel ID#: 80438607683917 & 80438607696640

TEMPORARY LICENSE AGREEMENT

Know all Men by these Presents, that Wilson School District, having an address of 2601 Grandview Boulevard, West Lawn, Pennsylvania 19609, herein after referred to as "Grantor," has granted certain easements ("Easements") to PPL Electric Utilities Corporation, hereinafter referred to as "PPL," at the following properties: (a) the property located in the Township of Spring, County of Berks, Commonwealth of Pennsylvania, in Deed Book 1802, Page 1035, and (b) the property located in the Township of Spring, County of Berks, Commonwealth of Pennsylvania, in Deed Book 1538 Page 486 (collectively, "Grantor Property"). In connection with the Easements, it is necessary for PPL to enter upon and temporarily utilize a portion of the Grantor Property in the course of constructing and completing certain work involving the installation of a conduit bank in the Easements' Right of Way ("Project").

In the course of the Project, and in exchange for the in-kind consideration identified below, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby irrevocably grant and convey unto PPL, its successors, assigns, employees, and contractors, and any and all of such parties' respective employees (collectively, the "PPL Parties"), subject to all applicable recorded conditions, restrictions, covenants, and easements in effect as of the date hereof, a temporary construction license (the "Temporary Construction License") on, over and across those portions of Grantor's Property described and depicted on the plans attached hereto as Exhibit A as the "Additional Work Area Requested" and "Proposed Staging Area" (collectively, the "License Area").

By granting this Temporary Construction License, Grantor acknowledges and agrees that PPL shall have the right to enter upon and use the License Area for the purposes as hereinbefore set forth, including, but not limited to, the right of ingress and egress for workers and vehicular traffic over the License Area for the purposes of the delivery, temporary storage, and staging of construction materials in the License Area. Grantor acknowledges that PPL may need to alter the grade of the License Area, and that the grade will remain in its altered form after construction and the expiration or termination of this Temporary Construction License. PPL will revegetate any disturbed areas during restoration of the site, per the specifications of the approved permitting plans. PPL

will replant any trees that were removed on this site. All trees removed will be removed from site completely. PPL acknowledges that Grantor assumes no responsibility for the safekeeping of any equipment, materials, or property delivered, stored, or staged by PPL Parties in the License Area, and PPL utilizes this Temporary Construction License at its own risk.

This Temporary Construction License shall commence upon execution of this agreement and expire at midnight on December 31, 2019.

In the exercise of PPL's rights hereunder, PPL shall not interrupt, prohibit, or otherwise interfere with the use or operation of the Grantor's Property by Grantor or Grantor's tenant(s), customers, students, employees, suppliers, and other business invitees of Grantor and Grantor's tenants. More specifically, and without limiting the foregoing, the PPL Parties shall provide safe pedestrian access to Grantor's Property along the length of the License Area at all times, and shall take such measures, at PPL's sole cost, to ensure safe pedestrian access.

As consideration for the grant of the Temporary Construction License, PPL shall, at PPL's sole cost, replace any compromised curb and sidewalk that is damaged or removed during the course of the Project. PPL shall, at PPL's sole cost, also replace a section of the curb and sidewalk along Dwight Street that includes thirty-six linear feet of roll curb and forty-five linear feet of five-foot-wide sidewalk, as will be specifically identified and marked by the parties' representatives prior to replacement. Any new sidewalk and curb installed by PPL shall be compliant with all applicable local, state, and federal laws, including, but not limited to, the most recent construction codes adopted by the Township of Spring, codes and regulations adopted by the Pennsylvania Department of Transportation, and the Americans with Disabilities Act, as amended. Additionally, PPL shall use commercially reasonable efforts to otherwise restore the Grantor Property to the condition it was in prior to PPL commencing the Project.

PPL shall maintain (and shall require all of its agents and contractors to maintain), at their own expense, at all times while on Grantor's Property, with commercially responsible insurers approved to do business in the Commonwealth of Pennsylvania: (a) commercial general liability insurance including personal injury and property damage against claims arising out of or in connection with their entry upon Grantor's Property in the amount of \$2,000,000 for each occurrence and in the aggregate, and (b) workers' compensation insurance providing benefits in

accordance with applicable law. PPL, at its sole discretion, may elect to be self-insured for any or all of the required insurance outlined. Grantor shall be named as an additional insured under PPL's general liability insurance policy or self-insurance program, and the general liability insurance policy of any of its on-site contractors. All insurance of PPL, its agents and contractors shall be primary and non-contributory with respect to any other insurance policies maintained by Grantor, excepting any portion of any loss caused by the negligence or willful misconduct of Grantor, its employees or agents. Furthermore, PPL shall provide Grantor with evidence of such insurance or self-insurance in the form of a certificate of insurance upon Grantor's request or by a written confirmation of self-insurance. Changes to any of the information in this paragraph will be communicated to Grantor, in writing, by PPL.

PPL shall indemnify, defend, and hold the Grantor harmless from and against any and all claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, costs and expenses of any kind or nature, including attorney and other professional fees and costs (unless the foregoing results from the intentional acts or negligence of Grantor) which arise out of any acts or omissions or negligence of PPL, its agents, employees, representatives, licensees or contractors, in connection with the Project and/or with the exercise of its rights or the performance of its obligations pursuant to this Agreement.

This Agreement is between a public utility and a Pennsylvania public school district 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.

WITNESS by my hand and seal this 3rd day of September, 2019.

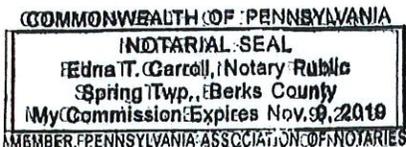
Witness:

Wilson School District

Edna T. Carroll

By:

[Signature]



Title:

School Board President

Witness:

PPL Electric Utilities Corporation

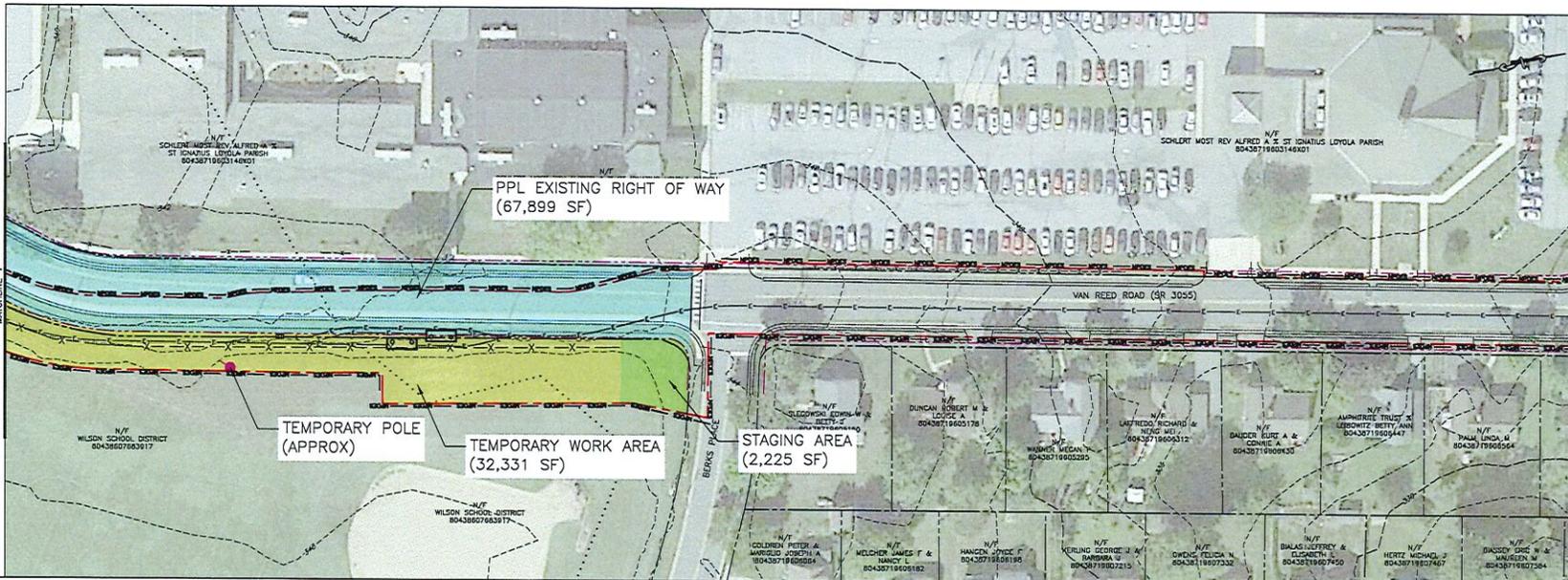
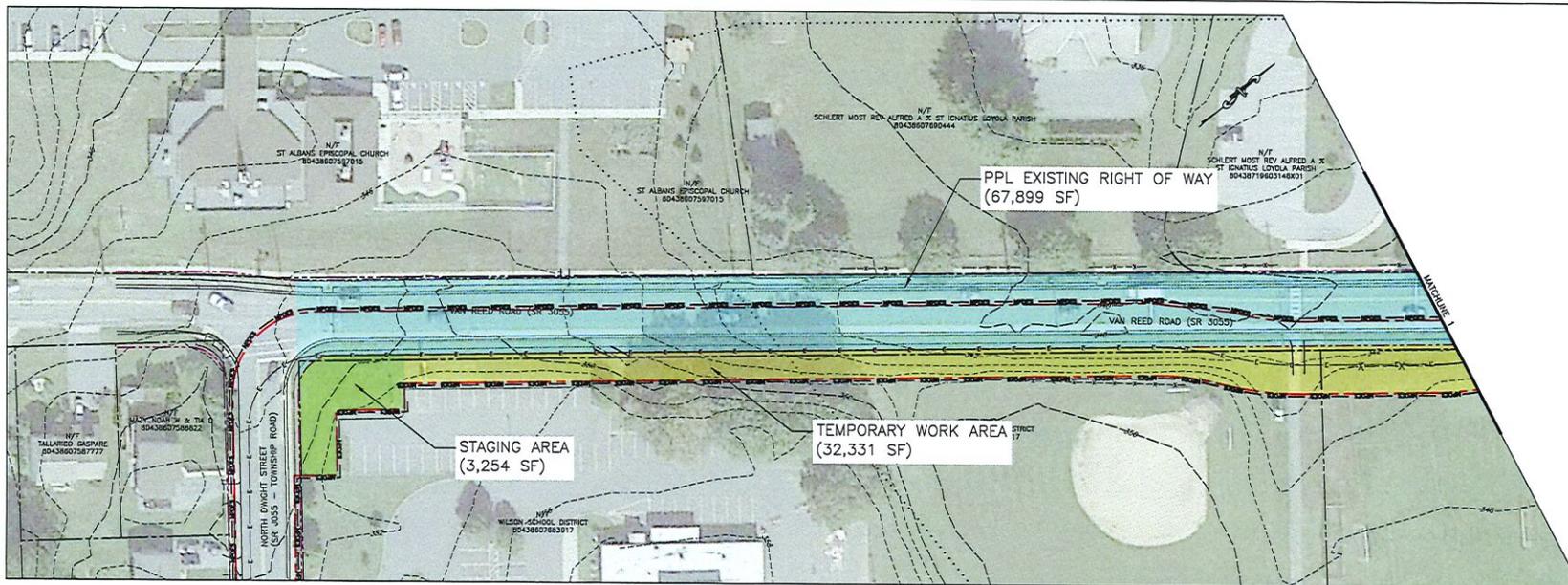
[Signature]

By:

[Signature]

Title: Transmission Right of Way + Real Estate
Supervisor

EXHIBIT A



LEGEND

- DC MAJOR CONTOUR
- DC MINOR CONTOUR
- X-X- EX FENCE
- - - PPL RIGHT OF WAY
- EXISTING PPL RIGHT OF WAY
- - - PROPERTY BOUNDARY
- - - NPDES POINT BOUNDARY
- - - LIMIT OF DISTURBANCE
- ADDITIONAL WORK SPACE REQUESTED
- PROPOSED STAGING AREA
- PROP. UNDERGROUND UTILITY CENTERLINE
- 3 PROP. TEMPORARY STRUCTURE

- NOTES:**
- EXISTING PPL EU RIGHT OF WAY SHOWN PER LOCATIONS PROVIDED BY PPL EU ON MARCH 22, 2018.
 - PROPOSED UNDERGROUND ALIGNMENT PER LOCATIONS PROVIDED BY SARGENT & LUNDY ON JULY 15, 2019.
 - PROPOSED CONSTRUCTION EASEMENTS PROVIDED BY HENKELS & MCGOY ON JULY 16, 2019.
 - DRAINAGE ARC FOR EXHIBIT PURPOSES ONLY AND ARE NOT FOR CONSTRUCTION.

THIS DRAWING IS CONSIDERED THE DRAWING IS A TRADE SECRET AND ONLY CONVEYED TO THE RECIPIENT FOR HIS PERSONAL USE. THE RECIPIENT SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND A PROFESSIONAL ENGINEER SHALL BE OBTAINED FOR ANY WORK. THIS DRAWING IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF PENN E&R ENVIRONMENTAL & REMEDIATION, INC. IF ANY PART OF THIS DRAWING IS NOT AVAILABLE TO THIRD PARTIES INCLUDING COMPETITORS, THEY HAVE AGREED TO SIGN PROMISES AND AGREE TO BE BOUND BY THE PROVISIONS OF THIS DRAWING. THIS DRAWING IS THE PROPERTY OF PENN E&R ENVIRONMENTAL & REMEDIATION, INC. AND MUST BE RETURNED TO THE COMPANY UPON REQUEST.

REVISION	DATE	DESCRIPTION

DRAFT

GRAPHIC SCALE 1"=40'

RIGHT OF WAY EXHIBIT
STATE HILL ROAD UNDERGROUND PROJECT
SPRING TOWNSHIP & SINKING SPRING BOROUGH
BERKS COUNTY, PENNSYLVANIA

PREPARED FOR
PPL ELECTRIC UTILITIES CORPORATION
ALLENTOWN, PENNSYLVANIA

APPROVED: **BOB 7/23/2018**
CHECKED: **REB 7/23/2018**
DRAWN: **TAD 7/23/2018**
PROJECT No.: **PA0507718**
DRAWING NUMBER: **3**

Penn E&R
Environmental & Remediation, Inc.
2753 BERKEY ROAD, HATFIELD, PA 19440
215-997-6000

SHEET 1 OF 1