

Michael J. Shafer
Senior Counsel

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Two North Ninth Street
Allentown, PA 18101-1179
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E-File

March 1, 2021

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

**Re: PPL Electric Utilities Corporation License Agreement;
Pennsylvania Northeast Regional Railroad Authority – PNRRA310
Lackawanna County, Pennsylvania**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation (“PPL Electric”) is a License Agreement (PNRRA310) between PPL Electric and the Pennsylvania Northeast Regional Railroad Authority located in Lackawanna County, Pennsylvania. 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 March 1, 2021, 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", is written over a light blue horizontal line.

Michael J. Shafer

Enclosure

LICENSE AGREEMENT

PNRRA310

THIS AGREEMENT, made this 1st day of February, 2021 between the PENNSYLVANIA NORTHEAST REGIONAL RAILROAD AUTHORITY, 280 Cliff Street, Scranton, Pennsylvania 18503, hereinafter called the Licensor, and PPL ELECTRIC UTILITIES, Two North Ninth Street, Allentown, PA 18101, hereinafter called the Licensee.

WHEREAS, the Licensee desires and hereby requests permission and license to install overhead electric lines (69kV) above and across the property of the Licensor at approximately 1189 feet north of M.P. 14 on the Carbondale Mainline in the Borough of Archbald, County of Lackawanna and Commonwealth of Pennsylvania. And,

WHEREAS, the Licensor is willing to permit and license the Licensee so to do.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That in consideration of the covenants, agreements and conditions hereinafter contained to be kept, performed and observed by and on the part of the Licensee, the Licensor hereby licenses and permits the Licensee to install, maintain and use said overhead electric lines, above and across the property of the Licensor, as indicated on the drawing prepared by the Licensee and as indicated on the map, both attached hereto as Exhibit A and made a part hereof.

SUBJECT, HOWEVER, to the following terms, conditions and limitations which the Licensee hereby covenants and agrees to and with the Licensor to keep, perform and observe to wit:

FIRST: That the Licensee will pay to the Licensor, upon the execution of this license, the sum of Three Hundred (\$300.00) Dollars to cover the cost of preparing the same and for the privilege herein granted, the Licensee will pay to the Licensor the sum of One Thousand Five Hundred (\$1500.00) Dollars per annum on the first day of February in each and every year during the continuance of this license, the first payment to be made on the execution hereof, covering the year beginning February 1, 2021. The annual license fee will increase each year according to the CPI Average Annual Increase –US City Average-All Items beginning February 1, 2022.

SECOND: That the Licensee, at its sole cost and expenses, will construct and maintain said facilities and appurtenances in accordance with the specifications as may from time to time be prescribed by the Chief Engineer of the Licensor, and all work performed in installing, maintaining and using said facilities and appurtenances shall be done in such manner as will meet the requirements of the Chief Engineer of the Licensor, whose judgment as to the proper methods of installation and maintenance shall be final and conclusive, and that in the maintenance and use of said facilities the Licensee will not in any way interfere with or impair the use of the railroad tracks of the Licensor, or interfere with the operation of trains thereover or adjacent thereto or with the use of the right of way of the Licensor.

THIRD: That, during the continuance of this license, the Licensee at its sole cost and expense will maintain said facilities and appurtenances in good order and repair and release the Licensor and its designated operator from any and all liability for damage or destruction of the Licensee's property arising out of use of the license herein granted and further, for the consideration above stated, the Licensee hereby agrees to indemnify and protect the Licensor and its designated operator and save them harmless from any and all claims for damage, loss or injury resulting to the Licensor's property or the property of others, or for injury or death to persons, including employees of the parties hereto, arising out of construction, maintenance, use or removal of said facilities and appurtenances, however occasioned, whether by or from anything connected

with said overhead wires and appurtenances, their construction, maintenance, use or removal, or by or from the use of the railroad track of the Licensor over or adjacent thereto, in the movement of engines, cars or trains or other railroad operations, regardless of the party against whom such claim or claims may be made, and to pay to the Licensor and its designated operator any and all damages, claims, suits, judgments and expense, including all expenses covering investigation of claims, preparation for trial of actions, or incident to settlement, adjustment or compromise of claims and suits which they may at any time suffer or be called upon to pay by reason or in consequence of the location, installation, maintenance, use or removal of said facilities and appurtenances under, across and along the right of way and railroad tracks of the Licensor and its designated operator, as provided by this license.

FOURTH: That before the Licensee, its agents, contractors, sub-contractors or employees shall enter upon the property of the Licensor, the Licensee will obtain and keep in full force and effect during the term of this license agreement liability and property insurance coverage naming the Licensor and its designated operator ("the" Delaware-Lackawanna Railroad Co., Inc.), as additional insureds, from an insurance company acceptable to the Licensor, with limits of not less than \$2,000,000/\$4,000,000 which can be satisfied through any combination of underlying and excess policies for personal injury or death and not less than \$2,000,000 for property damage, to protect Licensor and its designated operator from liability referred to in Paragraph "Third" herein. It is also understood and agreed that all insurance required as provided pursuant is in aid of but not in lieu of nor in substitution for the liability and obligations of the Licensee provided for in Paragraph "Third" herein, and that the Licensee agrees to furnish the Licensor with certificate or such other proof as the Licensor may require that such insurance policy is in full force and effect. General Liability Insurance will be maintained throughout the term of this license with the Licensor and its designated rail operator as additional insureds. Complete insurance requirements attached.

During construction the Licensee must have in place "Railroad Protective Liability Insurance" naming the Delaware-Lackawanna Railroad Co., Inc. and the Pennsylvania Northeast Regional Railroad Authority "As Insureds". This insurance covers work being performed on the right of way. (\$2,000,000/\$6,000,000 aggregate)

FIFTH: That at least fourteen (14) days before commencing the construction of said facilities, or before any repair work shall begin, notice of the Licensee's intention to do work shall be given to the President of the Licensor and the Licensee will pay all costs and expenses that may be incurred by the Licensor and its designated operator by reason of the exercise of the privilege herein granted, including the cost and expenses of providing any watchman/flagman or patrolman deemed necessary by the Chief Engineer of the Licensor and its designated operator, all of which the Licensee agrees to pay promptly upon demand of the Licensor and its designated operator.

SIXTH: That in the event that said facilities and appurtenances shall at any time interfere with the operations of the Licensor and/or its designated operator, the Licensee at its own expense and on reasonable notice from the Licensor, will change, alter, improve, repair, remove or renew the same in such manner as may be prescribed by said Chief Engineer of the Licensor, or his duly authorized representative.

SEVENTH: That this license shall take effect February 1, 2021 and shall continue in full force and effect so long as said facilities shall remain on land of the Licensor.

EIGHTH: That upon termination of this license, as herein provided, or upon breach by the Licensee of any of the covenants and agreements herein contained or upon the Licensee's abandoning the use of said facilities and appurtenances, the Licensee covenants and agrees that, at its own cost and expense, it will at once remove the said facilities and appurtenances

from the premises of the Licensor and restore said premises to their former condition, or, upon failure not to do, the Licensor may make such removal and restoration at the cost and expense of the Licensee, with cost and expense the Licensee hereby covenants and agrees to pay promptly upon demand of the Licensor.

NINTH: That this license and all the covenants and agreements herein contained shall continue in force until said facilities have been removed from the premises of the Licensor, as provided in this license.

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.

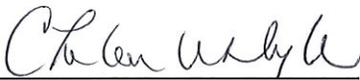
ALL the covenants, stipulations and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns, with the same force and effect as if stated in each and every paragraph hereof.

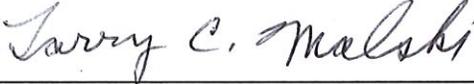
IN WITNESS WHEREOF, the Licensor has caused these presents to be signed by its Chairman or Vice Chairman and the Licensee has caused these presents to be signed and witnessed by its proper officers the day and year first above written.

Special Provisions During Construction Attached Hereto and Made a Part Hereof.

Witness:

Pennsylvania Northeast Regional Railroad Authority





Witness:

PPL Electric Utilities





DELWARE-LACKAWANNA RAILROAD CO., INC.
PENNSYLVANIA NORTHEAST REGIONAL RAILROAD AUTHORITY
Special Provisions
Required During Construction

Terms and Conditions of Entry Permit:

Railroad Flagman/Inspector Charges: A Railroad Service Property Protection Specialist (SPP) is required during all work on railroad property. And must be scheduled a minimum of TWO weeks prior to start date, unless prior arrangements have been made through the DL RR (570-343-4580). *Rates are subject to change without notice, call the RR for current rate.*

The minimum charge for Railroad SPP to protect work performed Monday through Friday, with the exception of railroad holidays, will be a minimum charge of \$992.00 per day (up to 8 hours). The charge for Railroad SPP to protect work beyond 8 hours per day will be \$186.00 per hour.

Or

The minimum charge for Railroad SPP to protect work performed on Saturday, Sunday and railroad holidays will be a minimum charge of \$1,240.00 per day (up to 4 hours).

The charge for Railroad SPP to protect work beyond 4 hours per day will be \$310.00 per hour.

CONTRACTORS ON RAILROAD PROPERTY INSURANCE REQUIREMENTS

Contractor shall, at its sole cost and expense, procure and maintain during the life of this agreement the following insurance coverage:

- a) Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000. Limits can be satisfied by a combination of underlying and excess/umbrella insurance policies. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limited to the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire Legal Liability
- Products and Completed Operations
- Contractual Liability

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property
- The policy shall contain a Waiver of Subrogation
- Additional Insured endorsement in favor of DL Railroad and PNRRA
- Separation of Insureds
- The policy shall be primary and non-contributing with respect to any insurance carried by the Railroad

- b) Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
- Bodily Injury and Property Damage
 - Any and all vehicles owned, used or hired
- c) Workers Compensation and Employers Liability insurance including coverage for, but not limited to the following:
- Contractors statutory liability (Part A) under the workers compensation laws of the state(s) in which the work is to be performed
 - Employers Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee
- d) Railroad Protective Liability Insurance (ISO-RIMA form or equivalent form approved by the Railroad) covering the Work to be performed at the designated job site and affording protection for damages arising out of bodily injuries or death, injury to or destruction of property including the damage to the insured's own property. The limit of liability shall be at least \$2,000,000 each occurrence and \$6,000,000 annual aggregate. Such insurance shall name the Railroad and any other Indemnities, their officers directors and employees as the Named Insured and shall amend the definition of "Physical damage of property" to mean direct and accidental loss of or damage to "all property of any Named Insured and all property in any Named Insured's care, custody or control".

Other Requirements:

- e) Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.
- f) Contractor agrees to waive its right of recovery against Railroad for all claims and suits against Railroad. In addition, its insurers through the terms of the policy or policy endorsement, waive their right of subrogation against Railroad for all claims and suits. Contractor further waives its right of recovery, and its insurers waive their right of subrogation against Railroad for loss of its owned or leased property or property under Contractor's care, custody or control.
- g) Contractor is not allowed to self-insure without the prior written consent of the Railroad. If granted by Railroad, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all Railroad liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.
- h) Prior to commencing the Work, the Contractor shall furnish to Railroad an acceptable certificate(s) of insurance evidencing the required coverage, endorsements or amendments.
- i) The policy(ies) shall require the insurance company(ies) notify the Railroad, in writing, at least 30 days prior to any cancellation, non-renewal, substitution or material alteration, except for non-payment of premium for which a 10 day notice shall apply. This cancellation provision shall be included on the certificate of insurance.
- j) Any insurance policy shall be written by a reputable insurance company acceptable to Railroad or with a current Best's Guide Rating of A- and Class VII or better, and are authorized to do business in the state(s) in which the service is to be provided.

- k) If any portion of the Work is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Railroad as additional insured and shall require that the subcontractor shall release, defend and indemnify Railroad to the same extent and under the same terms and conditions as Contractor.
 - l) The fact that insurance (including, without limitation, self insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad shall not be limited by the amount of the required insurance coverage.
 - m) The Contractor shall be solely responsible for the safety of its agents, employees and subcontractors ("**Contractor Personnel**").
 - n) The Contractor shall comply with all applicable health and safety legislation, regulations and codes applicable to the work. Personal Protective Equipment is required.
 - o) Contractor Personnel must not walk, stand or sit on the rails or ties, as the rail surface can be extremely slippery.
 - p) Contractor Personnel shall stay away from track switches and any other railroad devices and shall not disturb or foul the ballast at any time.
 - q) Contractor Personnel must not foul the track with any piece of equipment without a DL SPP and proper protection.
 - r) Contractor Personnel must not perform work activities within 25' of the track while trains are passing through the work site unless specifically authorized by the DL SPP. Contractor Personnel must always be alert when a train is passing, watching for flying debris or loose rigging that may cause injury.
 - s) Good communication between the Contractor Personnel and DL's SPP is imperative. The contractor must assign one (1) employee in charge (EIC) who is on site and able to communicate effectively with the DL SPP. Names and contact numbers must be exchanged.
 - t) Contractor Personnel shall not move equipment across the tracks except at established road crossings, or unless under the protection and authorization of a DL SPP and only if the job site has been properly prepared for such a move.
 - u) Contractor personnel performing duties on railroad property and the DL SPP must participate in a daily job briefing. All Contractor Personnel who miss or arrive later must speak with the DL SPP and the contractors EIC for a job briefing upon arrival at the job site.
 - v) Equipment or material left on the Railroad property on nights or weekends must be secured in a safe position well clear of all tracks to prevent accidental contact with trains and moving equipment and to not restrict train crew sightlines and must be authorized by DL Railroad.
 - w) Upon Completion of work, the contractor must remove all machinery, equipment, surplus materials, and rubbish from the limits of the Railroad right-of-way.
2. Contractor will be responsible for securing all applicable permits prior to the start of construction.

No temporary crossing may be established for use of transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance and removal have been authorized by the DL Railroad. It is at the railroads discretion whether the services are performed by Railroad

personnel or the Railroad Certified Contractor. The contractor requesting the temporary crossing will be responsible for all costs associated with the installation, maintenance and removal of said crossing. Installation and removal is at the sole discretion of the DL Railroad. Request for installation of a temporary grade crossing can be made by contacting the DL Railroad at 570-343-3450 or sending an email to: lransom@gvtrail.com

In addition if temporary private crossings are required over PNRRA/DL trackage a **separate agreement** is required with the PNRRA, \$5750 for up to twelve months.

If a Temporary Longitudinal Right of Way Access License Agreement (Roadway) is required over PNRRA/DL trackage a **separate agreement** is required with the PNRRA, \$2,500.00 per mile for first 6 months, \$3,000.00 per mile for next 6 months. \$3,000.00 per mile for additional six months up to a maximum of two (2) years. Minimum fee \$2500.00.

General Release/Right of Entry Agreement - \$250.00 plus \$100.00 per day after the first day.

3. All work must be performed in accordance with Title 49 Code of Federal Regulations Part 214 Subpart A—Railroad Workplace Safety and Title 49 Code of Federal Regulations Part 214 Subpart C—Roadway Worker Protection. Contractors who are not certified may contact “the” Delaware-Lackawanna Railroad Co., Inc. at 570-343-4580 to arrange for a certification class prior to commencement of this project for all employees who will be on PNRRA/DL property during project. Proof of Certification must be received by PNRRA prior start of construction. The cost of this class is \$595.00, for a class up to 20 people . *If you do not have a copy of these regulations please contact the PNRRA and one will be provided to you.*

Charlene Doyle, Dir of Administration
Pennsylvania Northeast Regional
Railroad Authority
280 Cliff Street
Scranton, PA 18503
570-963-6676
570-963-6718 Fax
cdoyle@pnrra.org

Lorie Ransom, General Superintendent
Delaware-Lackawanna Railroad Co., Inc.
280 Cliff Street
Scranton, PA 18503
570-343-4580
570-343-4583 Fax
lransom@gvtrail.com

Special Service Request

Services for Property Protection, Train Control, Engineering and Dispatching (SPP)
Required while on DL/PNRRRA Property

Delaware-Lackawanna Railroad
280 Cliff Street, 3rd Floor, BR.60 Tower
Scranton, PA 18503

Fax or email completed form to 570-343-4583 or lransom@gvtrail.com

A copy of this completed form MUST be received by the DL RR for services

PROPERTY OWNER: Pennsylvania Northeast Regional Railroad Authority (PNRRA)

OPERATING RAILROAD: "the" Delaware- Lackawanna Railroad (DL)

COMPANY REQUESTING SERVICE

Name of Contractor: _____ Phone: _____

Address: _____

Are you a sub-contractor: YES _____ NO _____ For : _____

Is this a PennDOT job: YES _____ NO _____ Penn DOT District #: _____

BILLING INFORMATION- COMPANY RESPONSIBLE FOR PAYMENT

Company Name: _____ Attn: _____

Address: _____ Phone: _____

Service Needs

Date(s): _____ Time: _____

You **MUST** get confirmation from the RR for the chosen dates (min. 2 week notice for service)

On site Foreman

Name: _____ Phone: _____

Provide **Directions/Map** For the **Exact Location** of work **AND a meeting location** for the RR
SPP

Nature of work on RR

property: _____

PNRRA Lease Agreement Number: _____

Contact the PNRRA at: (570) 963-6676 if NO agreement exists

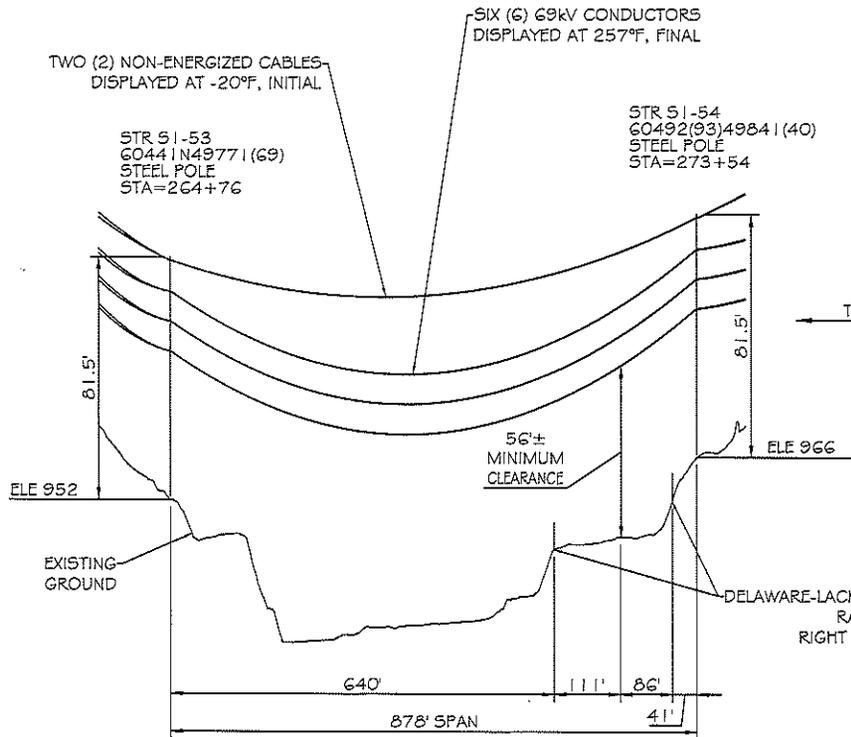
ALL Terms and Conditions of the Entry Permit must be met and proof of insurance must be in the hands of the DL/PNRRRA **before** a SPP will be assigned.

PennDOT reimbursement agreement # with the DL RR: _____

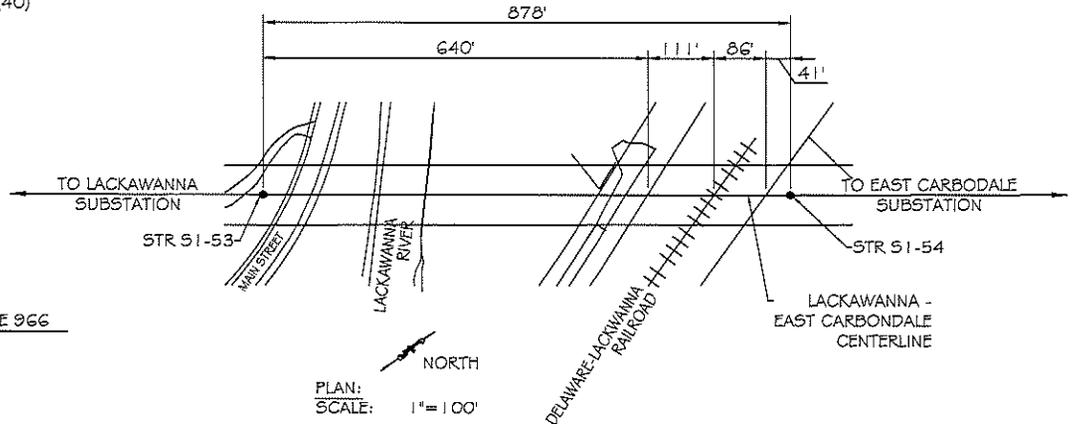
Official use only

Special Provisions Attached hereto and made a part hereof.

THIS DRAWING IS THE PROPERTY OF PPL ELECTRIC UTILITIES AND CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION. IT IS NOT TO BE REPRODUCED, COPIED, USED OR DISCLOSED WITHOUT WRITTEN AUTHORIZATION FROM PPL ELECTRIC UTILITIES.



PROFILE:
 SCALE: 1"=200' HORIZ.
 SCALE: 1"=40' VERT.



PNRRA 310 Exhibit A Page 1 of 2

PPL ELECTRIC UTILITIES
FORM EU (02/16)



BURNS MEDONNELL
 9400 Ward Parkway
 Kansas City, MO 64114

ACCT.- 10029177
 ECN # ECN-13142
 SCALE: IN DWG
 BY: BM
 REV'D: AP

**LACKAWANNA - EAST CARBONDALE 69KV
 PROPOSED WIRE CROSSING OVER
 DELAWARE-LACKAWANNA RAILROAD**

ARCHBALD BORO LACKAWANNA COUNTY, PA

APPROVED ANDREW C. RUTH DATE 8/3/2020 PPL ELECTRIC UTILITIES

AC	B	DRAWING NO.	SHEET NO.	REVISION
		EU00554245	1	0

NO.	DATE	ACCT.	ECN/FCN	REVISION	BY	REV'D	APPR.
		EU00554242		09450			

CAD ID: C, FORMAT: N, SORTS: N, SHARE: N

THIS FORMAT CONTAINS REQUIRED METADATA ATTRIBUTES

PNRRA 310 Exhibit A Page 2 of 2

Archbald, Lackawanna County, PA



41.513246, -75.540896

MP 14.00

MP 13.00

1012