

**Michael J. Shafer**  
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**E-File**

October 12, 2022

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

**Re: PPL Electric Utilities Corporation Amendment of Easement Agreement;  
Ashland Area Municipal Authority – Parcel ID #04-06-0024.000  
Townships of Butler and New Castle, Schuylkill County,  
Pennsylvania**

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Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation (“PPL Electric”) is an Amendment of Easement Agreement between PPL Electric and the Ashland Area Municipal Authority in the Townships of Butler and New Castle, Schuylkill County, Pennsylvania. This agreement is being filed pursuant to 66 Pa. C.S.A. § 507.

PPL Electric is unable to locate the docket number for the original easement agreement due to the age of the agreement, which was dated October 14, 1921.

Pursuant to 52 Pa. Code § 1.11, the enclosed document is to be deemed filed on October 12, 2022, 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

This instrument solely grants, vests or confirms a public utility easement.

**Prepared by and return to:**  
**PPL Electric Utilities Corporation**

**Attn: Ian Van Halem**

**Project: Frackville - Mowry**

**Phone: 610-774-4523**

**Address: 2 North 9<sup>th</sup> Street GENN4  
Allentown, PA 18101**

**Parcel ID#: 04-06-0024.000**

## **Amendment of Public Utility Easement**

**KNOW ALL MEN BY THESE PRESENTS**, That The Ashland Area Municipal Authority, of 401 South 18<sup>th</sup> Street, Ashland, located in Schuylkill County, Commonwealth of Pennsylvania 17921, hereinafter referred to as "GRANTOR", in consideration of the sum of One Dollar (\$1.00) and other consideration, paid at the date hereof by PPL ELECTRIC UTILITIES CORPORATION, hereinafter referred to as "PPL", the receipt whereof being hereby acknowledged, and in lieu of condemnation, does hereby irrevocably grant and convey unto PPL, its successors, assigns and lessees, the right to construct, operate and maintain, and from time to time to reconstruct its overhead and underground electric transmission, distribution and communication lines, including but not limited to such poles, towers, guys, anchors, cables, wires, fiber optics, fixtures and apparatus above and below ground, hereinafter referred to as "PPL Facilities", for PPL's use only, that may be from time to time necessary for the convenient transaction of the business of PPL, its successors, assigns and lessees, upon, across, over, under, along and within strip(s) of land 100 feet in width, as shown on the plan attached hereto as Exhibit "A" and incorporated by reference herein, ("Easement Area"), said Easement Area being a part of the property which GRANTOR owns, or in which GRANTOR has any interest in the Borough of Ashland and the Townships of Butler and New Castle, County of Schuylkill, Commonwealth of Pennsylvania (as further described in certain deed dated July 20, 1993 and recorded in the Office for Recording of Deeds in and for Schuylkill County in Deed Book 1514 Page 164) (the "GRANTOR property"), including the right of ingress and egress over and across the GRANTOR Property to and from the Easement Area at all times for any of the purposes aforesaid; also the right to cut down, trim, remove and to keep cut down and trimmed by mechanical means or otherwise, any and all trees, brush or other undergrowth now or hereafter growing on or within the Easement Area, as well as the right to cut down, trim and remove and to keep cut down and removed any and all trees adjoining or outside of the Easement Area which in the judgment of PPL, its successors, assigns and lessees, may or could potentially at any time interfere with the construction, reconstruction, maintenance or operation of the PPL Facilities or menace the same, and in connection therewith, the right to remove, if necessary, the root systems of said trees, brush or other undergrowth, and to treat said brush and undergrowth with herbicides labeled to allow their use for the removal and control of said vegetation.

And further, in consideration of said payments, GRANTOR does hereby understand, covenant and agree to and with PPL, its successors, assigns and lessees, that no buildings, swimming pools or any other improvements or structures whatsoever shall be built, constructed or placed on, under or within the Easement Area; that no flammable or explosive materials of any kind shall be stored on, under or within the Easement Area; and that PPL, its successors, assigns and lessees, shall be informed of any proposed changes in use of the land, or changes in grade under or within the Easement Area.

It is further understood and agreed that PPL, its successors, assigns and lessees, shall not be limited in its or their enjoyment of the rights hereby granted for such PPL Facilities as may be first constructed in the Easement Area, but shall have, at all times in the future, the right to construct, operate and maintain, and from time to time to reconstruct, additional PPL Facilities of any type necessary for the convenient transaction of the business of PPL upon, across, over, under, along and within the Easement Area.

This Amendment of Public Utility Easement shall be binding on GRANTOR and PPL and his/her/their/its heirs, executors, administrators, successors and/or assigns.

This Amendment of Public Utility Easement amends and supersedes, but only insofar as it relates to the property now owned by the GRANTOR herein, that certain Grant of Public Utility Easement between **Mary E. Donahoe** and PPL, dated **October 14, 1921** and recorded in the Office of Recording of Deeds in and for **Schuylkill County, Pennsylvania** in Deed Book **44** Page **323** ("Original Easement"). As of the date that this Amendment of Public Utility Easement is executed, the Original Easement shall cease to be of any force and effect, and all of PPL's rights shall be governed in accordance with the terms hereof.

**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.**

IN WITNESS WHEREOF, the undersigned has caused the execution hereof, this 26<sup>th</sup> day of Sept, 2022.

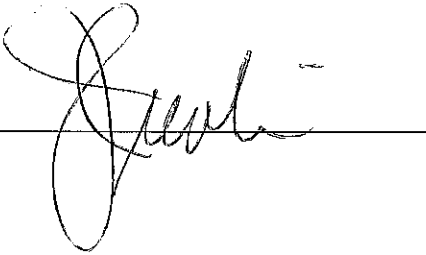
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Ashland Area Municipal Authority

By: 

Witness  
By:



Title: Chairman

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Commonwealth of Pennsylvania )

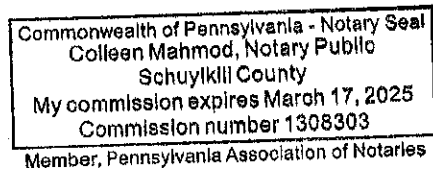
:SS

County of Schuylkill )

On this 26 day of Sept., 2022, before me, the undersigned officer, personally appeared Francis Mene who acknowledged himself/herself to be the Chairman of Ashland Area Municipal Authority and that he/she as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes stated therein.

**IN WITNESS WHEREOF**, I have hereunto set my hand and notarial seal.

Colleen Mahmud  
Notary Public





**ADDITIONAL CONSIDERATION AGREEMENT**

**TO BE RECEIVED BY** Ashland Area Municipal Authority, whose address is 401 South 18th Street, Ashland, Pennsylvania 17921, Parcel ID 04-06-0024.000, from **PPL ELECTRIC UTILITIES CORPORATION** for the sum of One Thousand Dollars and 00/100 (\$1,000.00) being additional consideration for electric and communication line, and facilities upon and over property which they own or in which they have an interest in Ashland Borough and Butler and New Castle Townships, Schuylkill County, Pennsylvania, the original privileges for which were granted to said Company in an agreement executed by Ashland Area Municipal Authority under the date of 09/26/2022.

**WITNESS** their hand and seal the day and date first above written.

Signed, sealed and delivered In the presence of:

\_\_\_\_\_ Ashland Area Municipal Authority  
By: [Signature]  
Title: Chairman

**RECEIVED** \_\_\_\_\_, 2022 from PPL Electric Utilities for the sum of One Thousand Dollars and 00/100 (\$1,000.00) in full payment for the further consideration above mentioned.

Ashland Area Municipal Authority  
By: \_\_\_\_\_  
Title: \_\_\_\_\_



N/F  
 HAROLD G WATKINS  
 TAX ID: 04-06-0023.000

ASHLAND AREA  
 MUNICIPAL AUTHORITY  
 TAX ID: 04-06-0024.000

N/F  
 ASHLAND AREA MUNICIPAL AUTHORITY  
 TAX ID: 04-07-0001.000

N/F  
 ASHLAND AREA MUNICIPAL AUTHORITY  
 TAX ID: 04-06-0025.000

PPL RIGHT OF WAY  
 Agreement Dated                       
 Copy of this Plan  
 Received By                       
 Date 09/26/2022

NOTE: FOR EXACT LOCATION OF R/W AND/OR FACILITIES WITHIN THE R/W,  
 CONTACT THE LOCAL PPL ELECTRIC UTILITIES CORPORATION OFFICE.



ACCT.- 10049630  
 ECN #- 16219  
 SCALE- NONE  
 BY- CMK  
 REV'D- MJS

**FRACKVILLE-MOWRY 69 KV TRANSMISSION LINE**  
 PLAN SHOWING ELECTRIC LINE RIGHT OF WAY OVER PROPERTY OF  
 THE ASHLAND AREA MUNICIPAL AUTHORITY  
 DEED BOOK 1514, PAGE 164  
 BUTLER TOWNSHIP SCHUYLKILL COUNTY, PA.

APPROVAL  
 RUSSELL J. KONDISKO 07/26/2022

**PPL ELECTRIC UTILITIES**

AC	A	DRAWING NO.	SHEET NO.	REVISION
CAD ID	FORMAT	<b>EU00568347</b>	<b>1</b>	<b>0</b>

REVISION  
 ECN/FCN  
 DATE  
 NO.

PLAN AND PROFILE  
 SHARE  
 SORTS  
 LOC CODE  
 LOC CODE  
 LOC CODE  
 PRIMARY LOC CODE  
 16275