

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

March 2, 2023

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;  
Newport Borough Water Authority, Perry County, Pennsylvania**

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 Newport Borough Water Authority, Perry County, Pennsylvania.

PPL Electric is unable to locate the docket number for the original easement agreement due to the age of the agreement, which was dated June 6, 1929.

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 2, 2023, 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, stylized graphic that resembles a signature or a set of initials.

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: Jeff Eberwein**

**Project: Juniata - Richfield**

**Phone: 610-774-5458**

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

**Parcel ID#: 200,059.02-032.000**

## **Amendment of Public Utility Easement**

**KNOW ALL MEN BY THESE PRESENTS**, That Newport Borough Water Authority, of 231 Market Street, Newport, located in Perry County, Commonwealth of Pennsylvania 17074, 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 Township of Oliver, County of Perry, Commonwealth of Pennsylvania (as further described in certain deed dated January 14, 1976 and recorded in the Office for Recording of Deeds in and for Perry County in Deed Book 249 Page 228) (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 **Harry B. Lesh** and PPL, dated **January 29, 1946** and recorded in the Office of Recording of Deeds in and for **Perry** County, Pennsylvania in Deed Book **131** Page **214** ("Original Easement") and between **Harry B. Lesh and Margaret B. Lesh** and PPL, dated **June 6, 1929** and recorded in the Office of Recording of Deeds in and for **Perry** County, Pennsylvania in Deed Book **110** Page **42** ("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 14<sup>th</sup> day of February, 2023.

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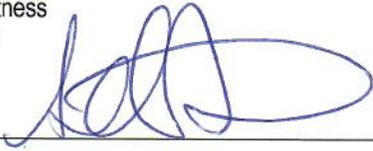
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Newport Borough Water Authority

By: 

Title: Chairperson

Witness  
By:





Commonwealth of Pennsylvania )

:SS

County of Perry )

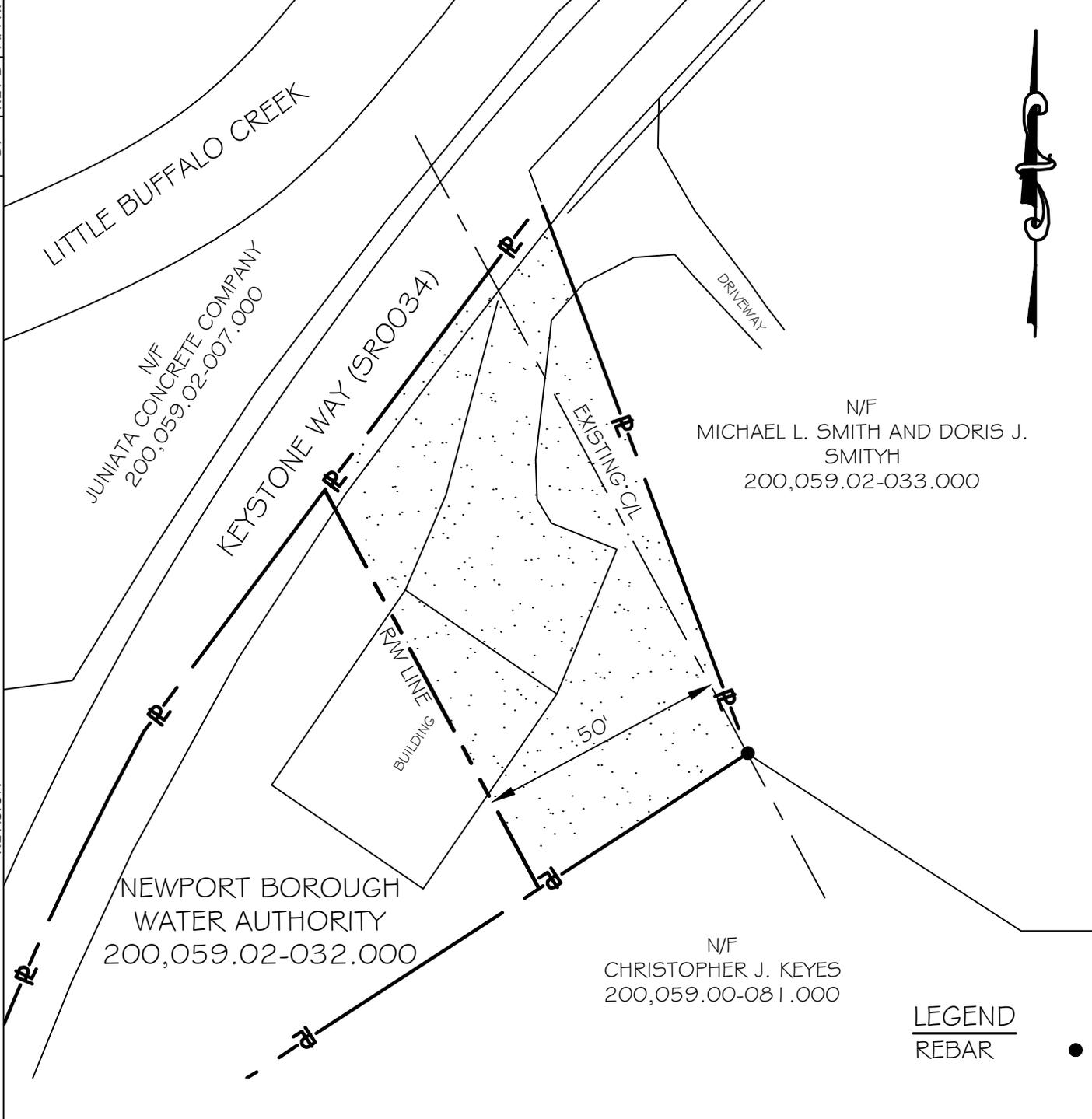
On this 14<sup>th</sup> day of February, 2023, before me, the undersigned officer, personally appeared Penny Frown Feltner who acknowledged ~~himself~~ herself to be the Chairwoman of Newport Borough Water Authority and that ~~he/she~~ as such Chairwoman, being authorized to do so, executed the foregoing instrument for the purposes stated therein.

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

Commonwealth of Pennsylvania - Notary Seal  
Winifred M. Campbell, Notary Public  
Perry County  
My commission expires July 11, 2023  
Commission number 1263505  
Member, Pennsylvania Association of Notaries

Winifred M. Campbell  
Notary Public

NO. DATE REV'D- RJK BY REV'D APPR. REVISION ECN/FCN ACCT.



PPL RIGHT OF WAY  
 Agreement Dated \_\_\_\_\_  
 Copy of this Plan \_\_\_\_\_  
 Received By \_\_\_\_\_  
 Date \_\_\_\_\_

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



PLAN AND PROFILE  
 N SHARE  
 C SORTS  
 LOC CODE  
 LOC CODE  
 LOC CODE  
 28120  
 28075  
 PRIMARY LOC CODE

ACCT.- 10024183	JUNIATA NEWPORT 69KV TRANSMISSION LINE JUNIATA RICHFIELD 69 KV TRANSMISSION LINE		
ECN #- 16551	PLAN SHOWING ELECTRIC LINE RIGHT OF WAY OVER PROPERTY OF		
SCALE- NONE	NEWPORT BOROUGH WATER AUTHORITY		
BY- CMK	DEED BOOK 249 PAGE 228 TRACT 1		
REV'D- RJK	OLIVER TOWNSHIP	PERRY COUNTY, PA.	
APPROVAL	DATE	PPL ELECTRIC UTILITIES	
MICHAEL J. SKOKOSKI	12/16/2022		
AC	A	DRAWING NO.	SHEET NO.
CAD ID	FORMAT	EU00569641	1
			REVISION
			0

NEWPORT BOROUGH WATER AUTHORITY  
REGULAR MEETING MINUTES  
January 10, 2023

**BOARD MEMBERS PRESENT** – Penny Frownfelter, Harry Fahnestock, Trevor Kaufman, John McNaughton, and Jerry Robinson.

**OTHERS PRESENT** – Adam Britcher (Solicitor), Robert Hasemeier (Engineer) and Dean Miller (Operations Manager).

**MEETING CALLED TO ORDER** – by Chairwoman Penny Frownfelter at 6:00 P.M.

**PUBLIC COMMENT** – None

**Moved by Kaufman, seconded by McNaughton to add Jeffery Ness to the agenda. Motion carried unanimously.**

**ENGINEER'S REPORT** – Robert Hasemeier

1. Meter replacement – Additional meters have been received and the Authority is waiting for scheduling by Newman Plumbing to complete exchanges.
2. SRBC – There was a meeting with Miller, everything has been completed, now just waiting for final review and then renewal.
3. Well #1 – Conversation with Jenni Velez and John Brady indicated that the Authority should proceed with Wells 10 and 14 and skip Well 1 for now.
4. River & Howe Plant – The construction documents are ready for Board signatures. Velez confirmed that the Authority should proceed with ordering the items from Costars. Trying to complete the Consent Order by April 1<sup>st</sup> as required but the funding is not in place. The erosion unit from Lowry Equipment will take 90 days from date of order.
5. 5<sup>th</sup> St project – Paperwork is still being processed. Darin Horst from DEP sent a message saying that PennVest will not pay for the street paving. They will only pay trench width plus two feet. Phil Brath said that there were scheduling issues and delays with the Borough. Sewer will pay for half of the paying.
6. Land development – Nothing to report.
7. Pay requisition/budgets – Nothing to report
8. PennVest loan info – Tesra Schlupp said that the Authority will need to complete a loan request and they will convert it into a grant opportunity. Hasemeier will get the forms for this.
9. PADEP report/consent order – Hasemeier has been keeping DEP informed about progress on the bid process.
10. 6<sup>th</sup> St project – PennDot will be paving in 2024. This project could be ready to go out for bid by early summer, but bids cannot be awarded until funds are secured. B&L will research grant options and present to the Board in March or April. Frownfelter will speak with Tami Halstead about extending the funds. Also, there are two valves on Market Street, between 2<sup>nd</sup> and 4<sup>th</sup>, that the boxes are too high. The cast iron box will need to be lowered to street level.
11. On January 1<sup>st</sup> B&L servers were impacted by ransomware. Incoming and outgoing emails during this time have been lost.

**OPERATIONAL REPORT** – Dean Miller

1. Sampling for 5<sup>th</sup>/6<sup>th</sup>/Fickes – This has not been done. Frownfelter talked with a customer in the sampling area and they reported still having an issue with dirty water. The customer is still replacing water filters once a week.
2. A main leak at 6<sup>th</sup> and Market was repaired. There was a crack and a hole in the pipe. There was also a pipe that had frozen and then broke under a trailer, in the trailer park. It was running full out and was able to be turned off by the Operator.

**SOLICITOR'S REPORT** – Adam Britcher

1. General report –The USDA loan expires Feb 1<sup>st</sup> so an extension will be needed. If the equipment is ordered at the end of this month, delivery will be in May and installation completed by the end of May. Britcher will attempt to extend the loan until September 1<sup>st</sup>. The performance bonds and the contracts have date errors, which need to be corrected.

**Moved by Kaufman, seconded by Robinson to approve the contract for 4M Construction Services, LLC for work on the Howe Township Plant, Well #1 and the Booster Station. Motion carried unanimously.**

2. PPL easement Well #1 – There is a new PPL right-of-way because they are redoing the power line above the Oliver Plant.

**Moved by McNaughton, seconded by Fahnestock to approve the change in PPL easement language. Motion carried unanimously.**

3. Howe Dam – Britcher is working on language for an advertisement, there has been some interest in the property.
4. Oliver trailer park – They are going to redo the individual lot sizes because trailers are bigger now.

**TREASURER'S REPORT** –

1. Delinquent Accounts –

**Moved by Kaufman, seconded by Fahnestock to approve the December Treasurer's report. Motion carried unanimously.**

**Moved by Robinson seconded by Fahnestock to approve December bills. Motion carried unanimously.**

**Moved by Robinson, seconded by Kaufman to approve the December Adjustment Report. Motion carried unanimously.**

**APPROVAL OF MINUTES** – Moved by McNaughton, seconded by Robinson to approve the December 22, 2022 regular meeting minutes. Motion carried unanimously.

**OLD BUSINESS –**

1. Policy/costs for new meter testing – Research on costs is still in progress. Miller received quotes from two companies for about \$500 to test meters, he will get written quotes for the Board. Tabled for next meeting.

**NEW BUSINESS –**

1. Ness – Jeffery Ness has been off work for several months, will now require surgery and then will be off for 6 months afterwards. Frownfelter will write the letter to Ness and will work up an advertisement.

**Moved by Fahnestock, seconded by Robinson to terminate Jeffery Ness due to his inability to return to work after leave, and to advertise the open position. Kaufman voted nay; Motion carried.**

**BOARD COMMENTS** – None

**ADJOURNMENT** – Moved by Kaufman, seconded by Robinson to adjourn the meeting at 6:53 P.M. Motion carried unanimously.

Debra Kunish  
Recording Secretary