

**Michael J. Shafer**  
Senior Counsel

**PPL**  
Two North Ninth Street  
Allentown, PA 18101-1179  
Tel. 610.774.2599 Fax 610.774.4102  
MJShafer@pplweb.com



**E-File**

May 9, 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;  
Driving Real Innovation for a Vibrant Economy (DRIVE), City of Sunbury,  
Northumberland County, Pennsylvania – Parcel ID #052-05-007-080-C**

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 Driving Real Innovation for a Vibrant Economy (“DRIVE”), City of Sunbury, Northumberland 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 September 30, 1930.

DRIVE is an economic development council of governments in the Susquehanna Valley. 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 May 9, 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 signature graphic that resembles the letters "MS".

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: Nick Sweigart**

**Project: Sunbury - Reed**

**Phone: 717-216-9704**

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

**Parcel ID#: 052-05-007-080-C**

## **Amendment of Public Utility Easement**

**KNOW ALL MEN BY THESE PRESENTS**, That DRIVE, an economic development council of governments organized and established pursuant to Article 9 of the Constitution of the Commonwealth of Pennsylvania and Section 203 of the Pennsylvania Intergovernmental Cooperation Act, of 418 Railroad Street, Suite 101, Danville, located in Northumberland County, Commonwealth of Pennsylvania 17821,

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 City of Sunbury, County of Northumberland, Commonwealth of Pennsylvania (as further described in certain deed dated May 25, 2022 and recorded in the Office for Recording of Deeds in and for Northumberland County in Deed Book 3184 Page 703) (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 **John J. Rinehart and Daisey G. Rinehart** and PPL, dated **September 30, 1930**, and recorded in the Office of Recording of Deeds in and for **Northumberland** County, Pennsylvania in Deed Book **248** Page **77** ("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, said GRANTOR has caused this agreement to be executed in its corporate name by its proper officers, this 6<sup>th</sup> day of April, 2023.

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DRIVE

By: 

Witness

By:

Aida McNeil

Title: Executive Director

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Commonwealth of Pennsylvania )

:SS

County of ~~Northumberland~~ Montour )

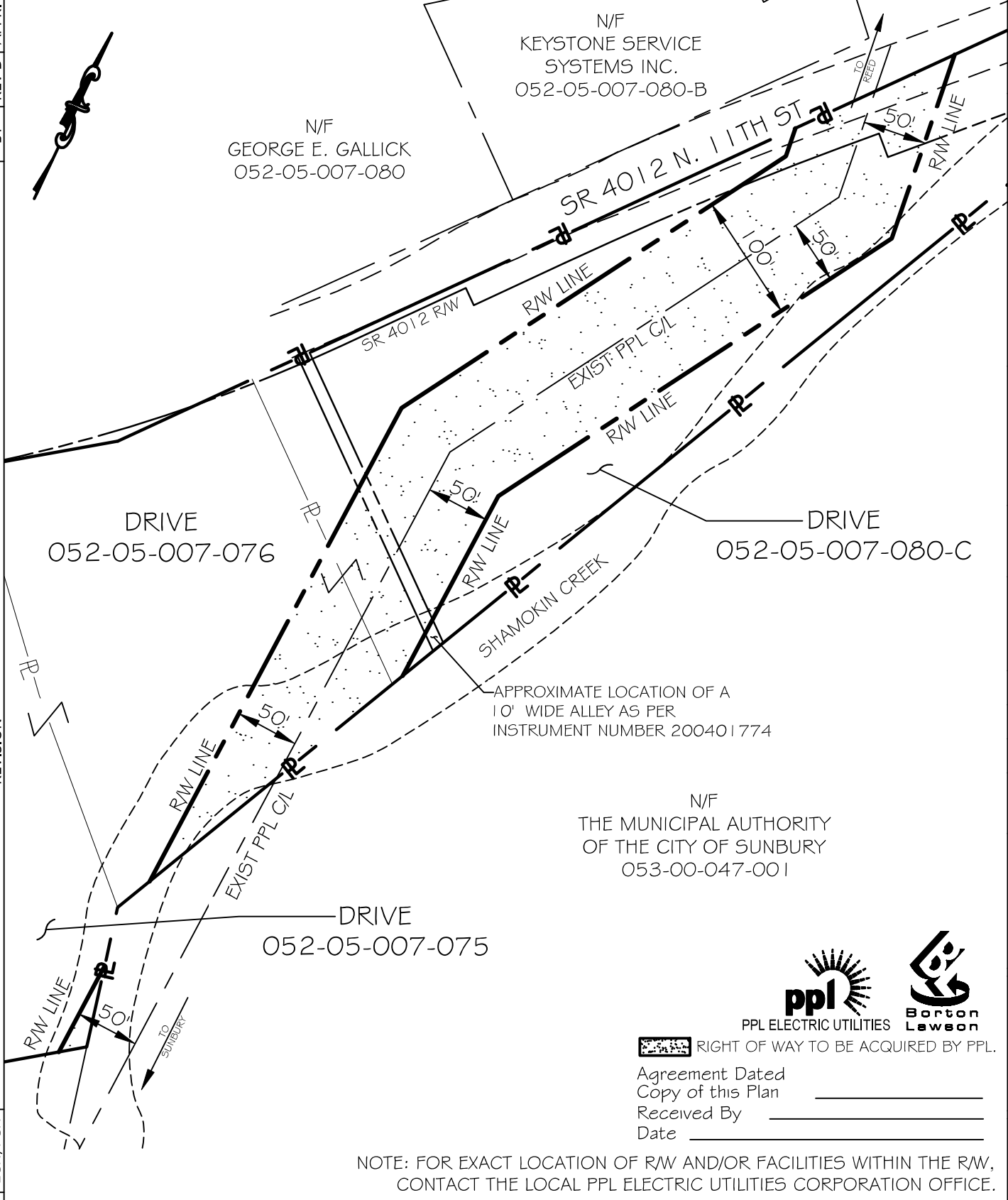
On this 6 day of April, 2023, before me, the undersigned officer, personally appeared Jennifer G. Wakeman who acknowledged himself/herself to be the Executive Director of DRIVE and that he/she as such Executive Director, being authorized to do so, executed the foregoing instrument for the purposes stated therein.

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

**Commonwealth of Pennsylvania - Notary Seal**  
**Colleen M McCollum, Notary Public**  
**Montour County**  
**My commission expires March 13, 2027**  
**Commission number 1433377**

Colleen M. McCollum  
Notary Public

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



N/F  
KEYSTONE SERVICE SYSTEMS INC.  
052-05-007-080-B

N/F  
GEORGE E. GALLICK  
052-05-007-080

DRIVE  
052-05-007-076

DRIVE  
052-05-007-080-C

DRIVE  
052-05-007-075

N/F  
THE MUNICIPAL AUTHORITY  
OF THE CITY OF SUNBURY  
053-00-047-001



RIGHT OF WAY TO BE ACQUIRED BY PPL.

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.

|       |                 |
|-------|-----------------|
| ACCT. | ACCT.- 10049620 |
| ECN # | 16870           |
| SCALE | NONE            |
| BY    | CCC             |
| REV'D | MJS             |

|  |           |
|--|-----------|
| <b>SUNBURY REED 69KV TRANSMISSION LINE</b>                     |           |
| PLAN SHOWING ELECTRIC LINE RIGHT OF WAY OVER PROPERTY OF DRIVE |           |
| DEED BOOK 3184, PAGE 703, PARCEL NO.1, PREMISES A              |           |
| CITY OF SUNBURY NORTHUMBERLAND COUNTY, PA.                     |           |
| APPROVAL   | DATE      |
| RUSSELL J. KONDISKO  | 4/15/2023 |
| <b>PPL ELECTRIC UTILITIES</b>                                  |           |
| AC   | A         |
| CAD ID   | FORMAT    |
| DRAWING NO. <b>EU00571522</b>                                  |           |
| SHEET NO.  | REVISION  |
|  | 1 0       |

PLAN AND PROFILE

N SHARE

C SORTS

LOC CODE

LOC CODE

LOC CODE

53855 PRIMARY LOC CODE



**ADDITIONAL CONSIDERATION AGREEMENT**

**TO BE RECEIVED BY** DRIVE, whose address is 418 Railroad Street, Suite 101, Danville, Pennsylvania 17821, Parcel ID 052-05-007-080-C, 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 Sunbury City, Northumberland County, Pennsylvania, the original privileges for which were granted to said Company in an agreement executed by DRIVE under the date of April 6<sup>th</sup> 2023.

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

Signed, sealed and delivered In the presence of:

DRIVE

A. J. [Signature]

By: [Signature]

Title: Executive Director

**RECEIVED** \_\_\_\_\_, 2023 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.

DRIVE

By: \_\_\_\_\_

Title: \_\_\_\_\_