

**Michael J. Shafer**  
Senior Counsel

**PPL**  
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**E-File**

December 7, 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 Gate Agreement;  
Township of Derry, Montour County, Pennsylvania**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") is an Easement Agreement between PPL Electric and the Township of Derry, Montour 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 December 7, 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 horizontal line.

Michael J. Shafer

Enclosure

Prepared by: PPL Electric Utilities Corporation

Return to: PPL Electric Utilities Corporation  
2 N. 9<sup>th</sup> Street  
Allentown, PA 18101  
Attn: Nick Sweigart

PARCEL ID #: Front Street Access

#### AGREEMENT

THIS AGREEMENT is made this 6<sup>th</sup> day of October, 2023, (the "Effective Date") between PPL ELECTRIC UTILITIES CORPORATION, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having an address of 2 N. 9<sup>th</sup> Street, Allentown, Pennsylvania 18101, hereinafter called "PPL," and Derry Township, having an address of 109 Shed Road, Danville, Pennsylvania 17821, hereinafter called "Owner."

#### WITNESSETH

WHEREAS, Owner is the owner of certain property located in Township of Derry, Montour County, Pennsylvania, identified as Tax Parcel Number Front Street Access; and

WHEREAS, **Owner has requested PPL** to install a gate and PPL is willing to install a "Gate" within the PPL ROW at the location shown on the plan attached hereto as Exhibit "A" and made a part hereof (the "Plan").

NOW, THEREFORE, the parties, intending to be legally bound hereby, and in consideration of the promises contained herein PPL hereby grants ownership of the gate to Owner, under and subject to the following reservations, restrictions and conditions:

1. PPL shall install the Gate at PPL's expense. PPL will grant ownership to Owner. Owner agrees to maintain, repair and replace the Gate if damaged at its sole cost and expense, and PPL shall be relieved of all responsibility for the maintenance, repair and replacement of the Gate.
2. This Agreement does not in any way reduce or limit PPL's rights and privileges under the PPL ROW.
3. PPL will place a PPL-owned lock on the Gate and Owner may provide a second lock at Owner's expense. Owner is not permitted to lock the Gate in such a fashion that would prevent PPL from accessing its facilities.
4. Owner hereby releases, quitclaims, discharges, indemnifies, defends and holds harmless PPL, its officers, directors, employees and agents, from and against any and all loss, liability, damages, demands, claims, suits, fines,

penalties or causes of action whatsoever, caused by, resulting from, or in any way related to installation of the Gate, including but not limited to indemnification against third- party claims or claims by employees or agents of Owner.

5. If the Gate is damaged, the damage shall be reported immediately to PPL and Owner shall be responsible for repairing or replacing the Gate at Owner's expense within thirty (30) days of discovering the damage to the Gate.
6. This Agreement shall extend to and be binding upon the respective successors and assigns of each of the parties hereto.
7. This Agreement shall not be amended, altered, or modified except by an instrument in writing duly executed by both parties.
8. If any part or provision of this Agreement shall be determined to be invalid by a Court of competent jurisdiction, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.
9. This Agreement has been duly authorized by all required corporate or other necessary action of both parties and, upon execution hereof, shall constitute a valid and binding obligation of both parties, enforceable in accordance with its terms.
10. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and it supersedes any and all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein for a Gate.
11. **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 parties hereto have caused this Agreement to be executed the day and year first written above.

WITNESS:

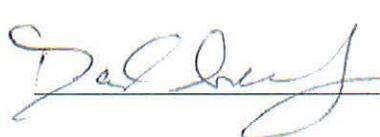
BY:  
PPL ELECTRIC UTILITIES CORPORATION

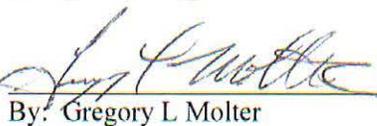
  
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Austin Weseloh  
Transmission Right of Way & Real Estate Supervisor

Derry Township

  
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By: Gregory L Molter

Title: Chairman, Board of Supervisors

Commonwealth of Pennsylvania )

:SS

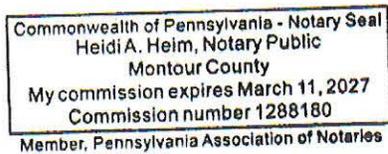
County of Montour )

On this 6<sup>th</sup> day of October, 2023, before me, the undersigned officer, personally appeared Gregory L. Molter who acknowledged himself to be the Chairman of the Board of Supervisors of Derry Township and that he as such Chairman of the Board of Supervisors, 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.

Heidi Heim

Notary Public



COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Lehigh §

On this 31st day of October, 2023 before me, the undersigned officer personally appeared AUSTIN WESELOH who acknowledged himself to be the Transmission Right of Way & Real Estate Supervisor, of PPL Electric Utilities Corporation a corporation, and that he as such Transmission Right of Way & Real Estate Supervisor being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Transmission Right of Way & Real Estate Supervisor.

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

Nick Swartz  
Notary Public

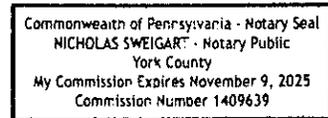
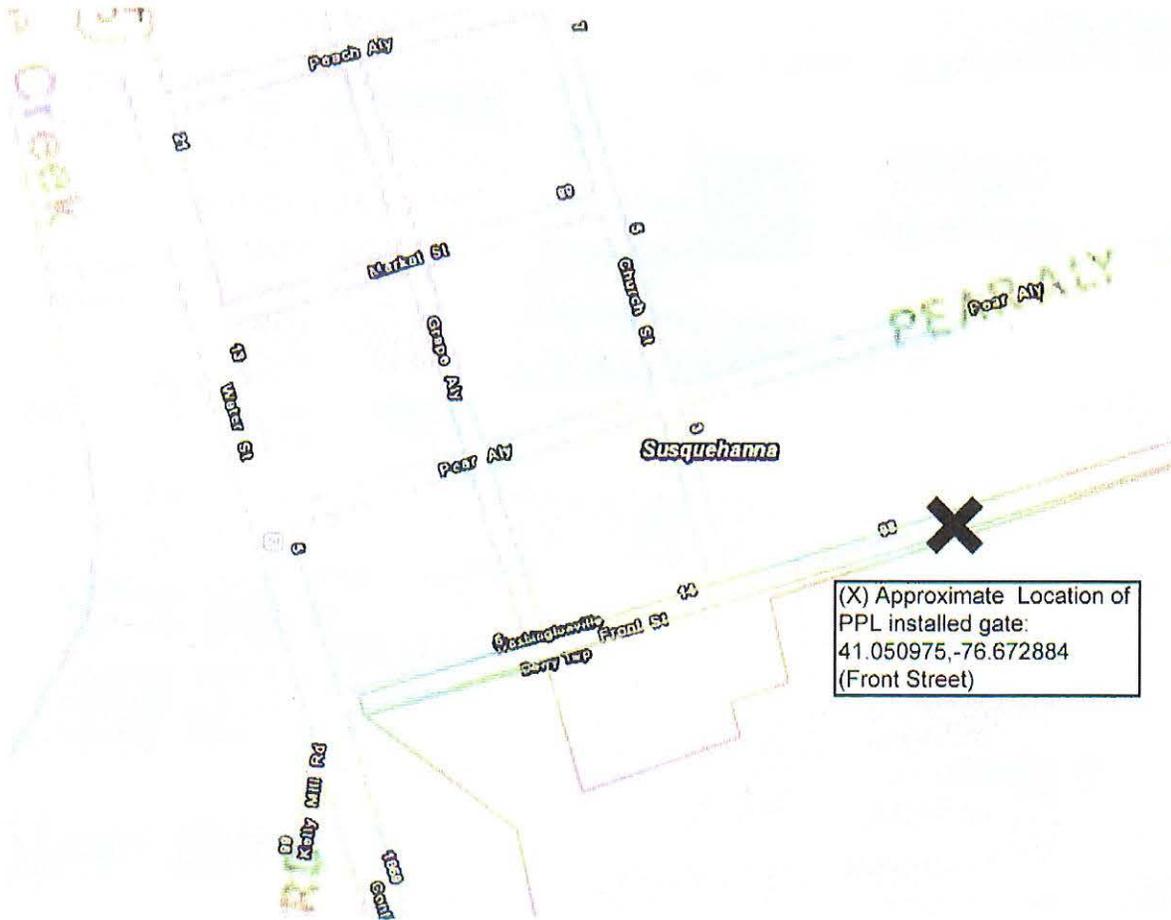


Exhibit A  
Derry Township  
Parcel ID: PA-MU-615371350-FrontStreetAccess



DERRY TOWNSHIP

By: Gregory L. Molter

Title: Chairman of the Board of Supervisors

Dated: 10/06/2023