

Michael J. Shafer
Assistant General Counsel

PPL
645 Hamilton Street, Suite 700
Allentown, PA 18101
Tel. 610.774.2599 Fax 610.774.4102
MJShafer@pplweb.com



E-File

June 12, 2026

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

**Re: PPL Electric Utilities Corporation Encroachment Agreement;
Hazleton Area School District, Luzerne County, Pennsylvania
PIN: 26T7NE2 00H001000**

Dear Secretary Homsher:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") is an Encroachment Agreement between PPL Electric and the Hazleton Area School District, located in Luzerne 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 June 12, 2026, 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

Return to: PPL Electric Utilities
Transmission Right of Way Department
827 Hausman Road
Allentown, PA 18104
Attn: Janet Lembach

Pin: 26T7NE2 00H001000
Site address: 1687 W. 23 Street
Municipality: Hazle Township

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (“**Agreement**”), made this 21ST day of May, 2026, by and between PPL ELECTRIC UTILITIES CORPORATION, a Pennsylvania Corporation, having an address of 2 N. Ninth Street, Allentown, Pennsylvania 18101, hereinafter called “**PPL**,” and HAZLETON AREA SCHOOL DISTRICT, a second class School District, having a mailing address of 1515 West 23rd Street, Hazle Township, Pennsylvania 18202, hereinafter called “**Requester**” and

WITNESSETH:

WHEREAS, 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. Section 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; and

WHEREAS, PPL, has an existing electric transmission easement located in Hazle Township, Luzerne County, Pennsylvania, recorded in the Luzerne County Recorder of Deeds Office at Deed Book 1853, Page 63 (“**PPL ROW**”), located on the property identified as Pin #26T7NE2 00H001000, with said property being more fully described in a deed recorded in the Luzerne County Recorder of Deeds Office at Instrument Number - 202450267 (the “**Property**”); and

WHEREAS, PPL utilizes the PPL ROW for an existing electric transmission line and will utilize the PPL ROW for future electric transmission lines (“**PPL’s Lines/Facilities**”); and

WHEREAS, Requester is desirous of entering into an agreement for the purposes of laying, constructing, maintaining, operating, repairing, replacing, and removing a proposed 30-foot wide paved and curbed access driveway and a 5-foot-wide bituminous walking path (collectively the “**Facilities**”) within the PPL ROW; and

WHEREAS, Requester's Facilities are more fully identified on the Master Site Layout Plan, Sheet MSP-1, Site Layout Plan, Sheet SP-1, Grading Plan, Sheet GP-1, Driveway Profiles, Sheet PP-1, dated February 13, 2026, entitled "New 1-5 Elementary School & Road Access Project", which are attached hereto as Exhibit "A" and incorporated by reference herein (the "Plans"); and

NOW THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Recitals. The recitals set forth hereinabove are true and correct and are incorporated herein.

2. Encroachment License.

2.1 The right and authorization granted to Requester for the Facilities to occupy the PPL ROW is a non-exclusive license for the purposes of construction, operation, maintenance, repair, removal and replacement of the Facilities on the PPL ROW ("**Encroachment License**"). PPL's grant of the Encroachment License to Requester is conditioned on Requester constructing, operating, and maintaining its Facilities in accordance with the terms of this Agreement. Only the Facilities shown on the Plans are permitted and any additional buildings, structures, equipment, or facilities in addition to the Facilities shown on the Plans are prohibited unless prior written approval is received from PPL.

2.2 Requester shall not, within the PPL ROW: (i) store flammable fuels or materials above ground; (ii) park vehicles that contain highly flammable or explosive cargoes; (iii) fuel vehicles; or (iv) conduct any blasting.

2.3 PPL reserves rights of ingress and egress over the PPL ROW and Property for line maintenance, repair, reconstruction or other work. Should both the PPL and Requester need access to the PPL ROW at the same time the parties will use their best efforts to coordinate their activities so as not to interfere with the activities of the other.

2.4 Any cranes or other equipment which may be used on or near the PPL ROW for the installation or repair of the Facilities must be operated in a manner that will avoid contact with the electric lines and be in accordance with any and all applicable municipal, state or federal rules, statutes, ordinances or regulations, including but not limited to the Federal Occupational Safety and Health Act and safety standards and regulations promulgated by the Department of Labor and Industry. Requester acknowledges that it is requesting to install its Facilities in the vicinity of electric transmission and distribution facilities, and Requester agrees that Requester and its contractors shall exercise extreme caution to avoid shock hazards.

2.5 PPL utilizes the Property for an existing electric transmission line and may utilize the Property for future additional electric transmission lines. In the event that Requester requires relocation or temporary reinforcement of PPL's Lines/Facilities to accommodate the installation, operation and/or maintenance of Requester's Facilities and PPL agrees to such

relocation or temporary reinforcement in advance in writing, such relocation or temporary reinforcement shall be performed by PPL at the sole expense of Requester.

2.6 PPL reserves the right to trim or remove any tree or shrub that interferes with ingress, egress, maintenance or operation of PPL Lines/Facilities without obligation to restore same.

2.7 Should PPL determine in its sole discretion that additional PPL Lines/Facilities are to be installed, operated and maintained on the PPL ROW, Requester shall cooperate with PPL to accommodate the additional PPL Lines/Facilities at Requester's sole cost and expense. Requester's accommodation shall include providing additional protection to Requester's Facilities, and any other reasonable request of PPL.

2.8 Requester's activities under this Agreement, including but not limited to, the installation, operation, and maintenance of the Facilities shall be in compliance with any and all municipal, state and/or federal laws, statutes, rules, ordinances or regulations. Requester agrees to remove, at its sole cost and expense, any and all Facilities if any of the Facilities violate any future laws, statutes, codes or regulations, including but not limited to those laws, statutes, codes or regulations governing the operation of electric transmission or distribution facilities.

3. Indemnification. Requester hereby releases, quitclaims, discharges, indemnifies, defends and holds harmless PPL, its officers, directors, employees and agents (collectively the "**Indemnified Parties**"), from and against any and all loss, liability, damages, demands, claims, suits, fines, penalties, including attorneys' and experts' fees and/or causes of action whatsoever, caused by, resulting from, or in any way related to the presence of the Facilities on the Property and/or the presence of Requester or its agents or employees on the Property, including but not limited to claims of PPL's own negligence, gross negligence, and indemnification against third-party claims or claims by employees or agents of Requester.

4. Environmental Claims. Requester hereby agrees to indemnify and save the Indemnified Parties harmless against any and all claims, losses and liabilities, including costs and reasonable counsel fees arising out of or related to the handling, disturbance, transport, storage, or disposal of Hazardous Substances brought onto, generated, or allowed to enter the Property by Requester, or its/their contractors and subcontractors. "Hazardous Substances" shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "hazardous constituents", "restricted hazardous materials", "extremely hazardous substances", "toxic substances", "contaminants", "pollutants", "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Laws. "Environmental Laws" shall mean all federal, state, local, tribal and foreign laws, regulations, rules, ordinances, codes and similar provisions having the force and effect of law, decrees, judgments, directives, judicial or administrative orders and determinations, and all common law concerning pollution or protection of the environment, natural resources (including threatened or endangered species and natural resource damages) or human health and safety.

5. Damages.

5.1 If Requester or its employees or agents damage any of PPL's ~~Lines/Facilities, including, but not limited to PPL's Lines/Facilities located underground, and~~ counterpoise, the damage shall be reported immediately to PPL and Requester shall be responsible to reimburse PPL for all costs and expenses incurred by PPL in repairing PPL's Lines/Facilities.

5.2 Requester agrees to restore the PPL ROW to its original condition and to be responsible for any ground settling which may result from the installation of the Facilities, for a period of one (1) year from completed installation of Facilities, and one (1) year from the date any maintenance which may be required thereafter is completed.

5.3 If Requester violates any of the reservations, terms, or conditions set forth in this Agreement and fails to cure such breach within the time period set by PPL in the written notice sent to Requester, PPL may terminate this Agreement, or PPL may cure said breach at Requester's sole cost and expense. In the event that this Agreement is terminated PPL is permitted to remove the Facilities from the PPL ROW at Requester's sole cost and expense, and take whatever action necessary to extinguish the Agreement from the public record if the Agreement had been recorded prior to the termination.

5.4 Requester hereby releases PPL from any and all damages to the Facilities or losses sustained by Requester caused by PPL's use of equipment, including but not limited to trucks or other heavy equipment (up to 50 tons double-axle weight), which may be operated over and across the Property.

6. Insurance.

6.1 Requester shall, and shall cause all of its successors and assigns to, during any period where the Facilities are being installed and/or maintained on the PPL ROW, at Requester's sole cost and expense, maintain, or cause to be maintained with insurance companies having an A.M. Best Insurance Rating of 'A-' or better and financial strength category of VIII or higher, the minimum insurance coverages, hereinafter referred to as the "**Required Coverages**", as set forth below. The Commercial General Liability coverage required of Requester and each successor or assign shall be written on an occurrence basis.

6.2 Requester shall name PPL and its officers, directors and employees as additional insureds and shall include a waiver of subrogation in favor of the additional insureds. The insurance coverage afforded under the policies required hereunder shall be primary and non-contributing. The Required Coverages shall include: (a) Commercial General Liability policy for bodily injury and property damage in the amount of \$2,000,000; (b) statutory workers compensation coverage; and (3) automobile insurance at the statutory minimum. PPL reserves the right to change the Required Coverages by providing 30 days written notice to Requester.

7. Miscellaneous.

7.1 This Agreement shall run with the Property and be binding upon the respective successors and assigns of each of the parties hereto.

7.2 This Agreement shall not be amended, altered, or modified except by an instrument in writing duly executed by both parties.

7.3 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.

7.4 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein.

7.5 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.

7.6 All notices, requests, claims, demands, invoices, and other communications hereunder shall be in writing and shall be given (and except as otherwise expressly provided herein, will be deemed to have been duly given if so given) by hand delivery, by electronic mail, by mail (registered or certified, postage prepaid), or by reputable overnight delivery service (prepaid or billed to sender), effective upon receipt, to the respective Parties as follows:

If to PPL:

PPL Electric Utilities Corporation
Attn: Supervisor of Transmission ROW and Real Estate
645 Hamilton Street, Suite 601
Allentown, Pennsylvania 18101

With a copy to:

PPL Services Corporation
Office of General Counsel
645 Hamilton Street, Suite 601
Allentown, Pennsylvania 18101

If to Requester:

Hazleton Area School District
1515 West 23rd Street
Hazle Township, Pennsylvania 18202

7.7 This Encroachment License shall be recorded at Requester's expense.

[SIGNATURES ON FOLLOWING TWO PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

WITNESS:

PPL ELECTRIC UTILITIES CORPORATION



By:



Austin Weseloh

Transmission Right of Way and Real Estate Supervisor

WITNESS:

HAZLETON AREA SCHOOL DISTRICT



By:

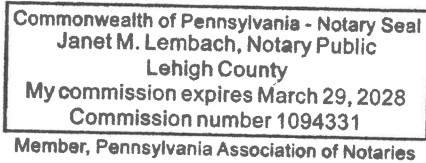


Robert Krizansky
Business Manager

COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF LEHIGH)

On this the 9th day of JUNE, 2026 before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Austin Weseloh, who acknowledged himself to be the Transmission Right of Way and Real Estate Supervisor of PPL Electric Utilities Corporation, a corporation, and that he as such Transmission Right of Way and 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 and Real Estate Supervisor.

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

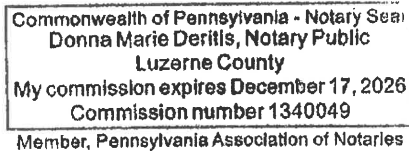


Janet M. Lembach
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF)

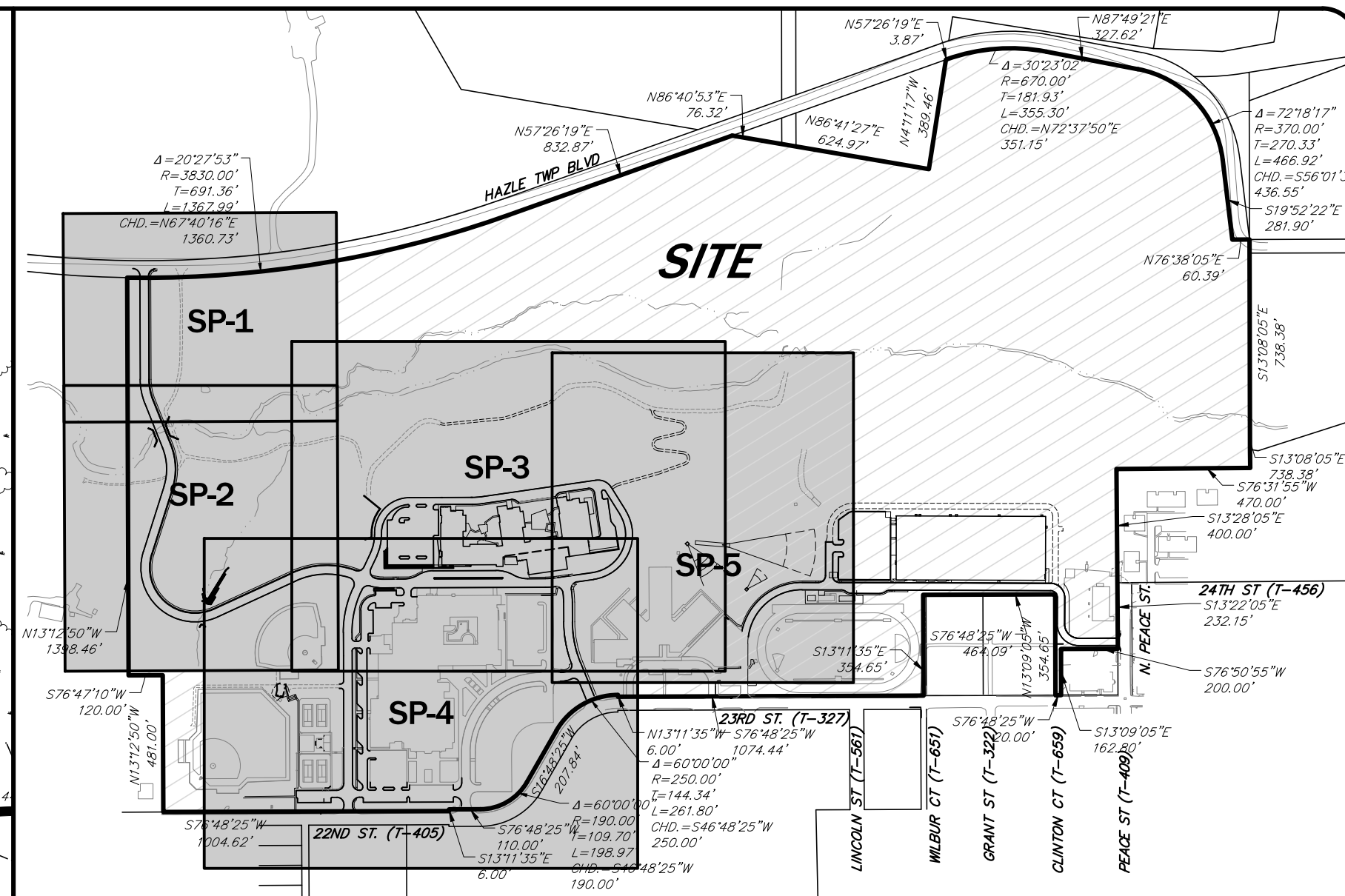
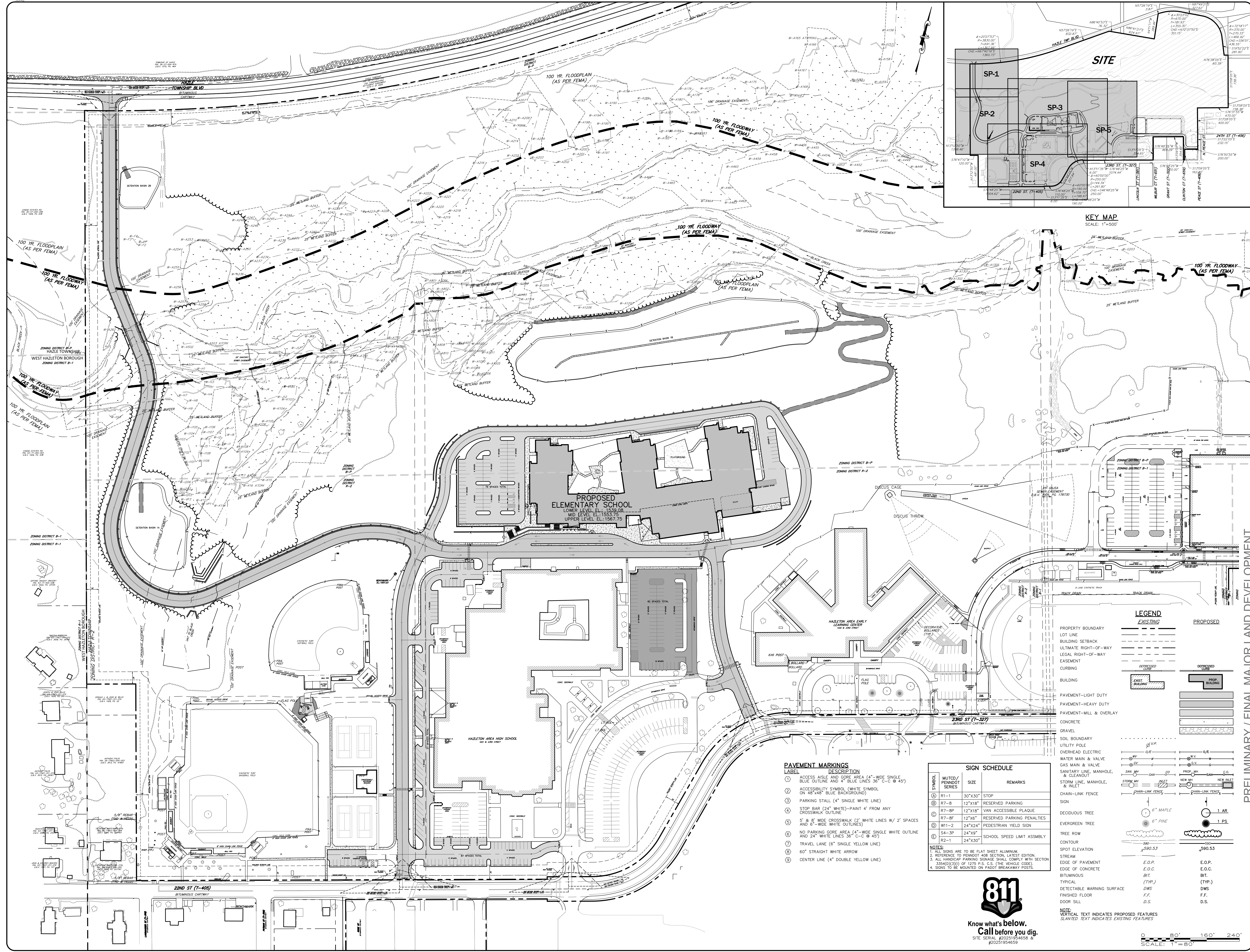
On this the 4 day of JUNE, 2026 before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Robert Krizansky, who acknowledged himself to be the Business Manager of the Hazleton Area School District, a School District, and that he as such Business Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the School District by himself as Business Manager.

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



Donna Marie Deritis
Notary Public
June 4, 2026

EXHIBIT "A"



KEY MAP
SCALE: 1"=500'

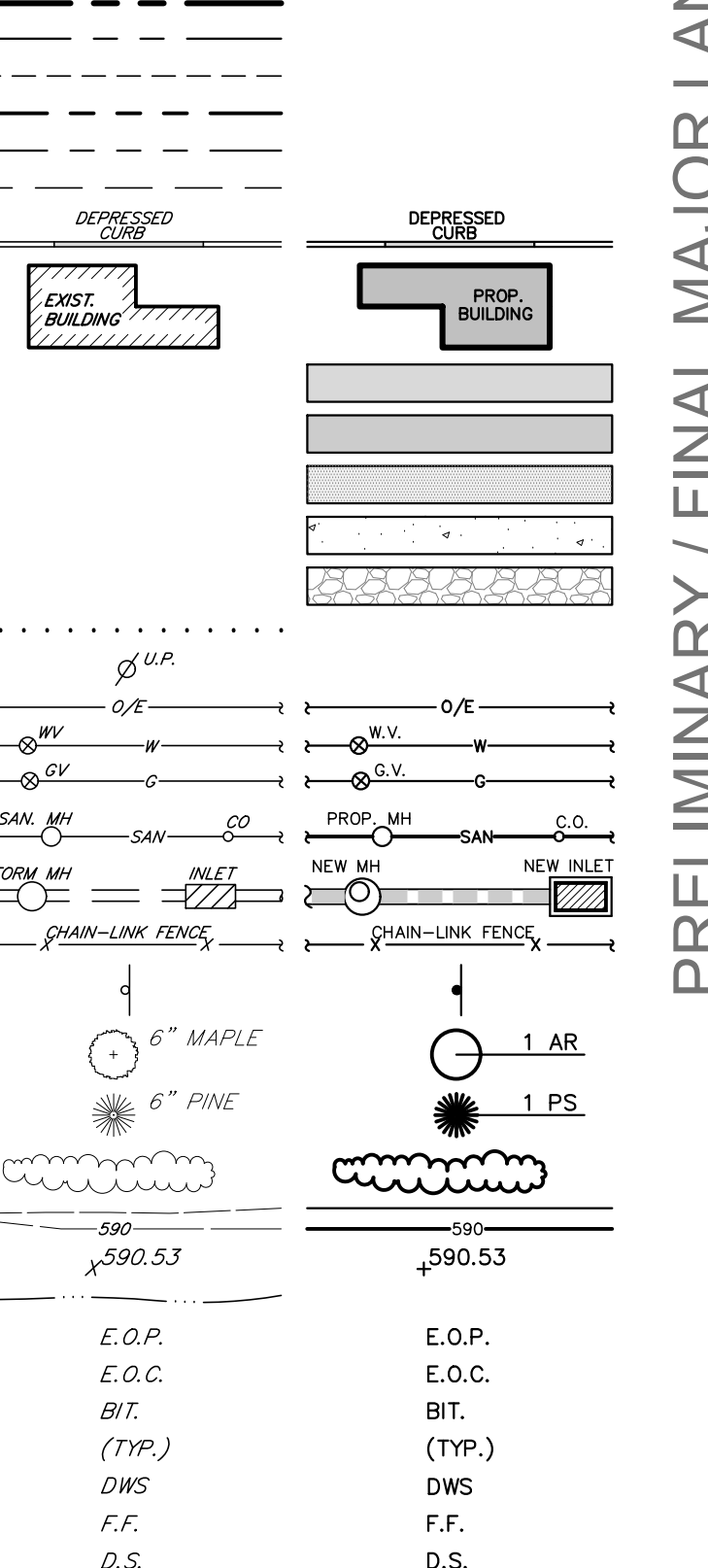
- PAVEMENT MARKINGS**
- | LABEL | DESCRIPTION |
|-------|--|
| 1 | ACCESS AISLE AND CORE AREA (4" WIDE SINGLE BLUE OUTLINE AND 4" BLUE LINES 36" C-C @ 45°) |
| 2 | ACCESSIBILITY SYMBOL (WHITE SYMBOL ON 48"x48" BLUE BACKGROUND) |
| 3 | PARKING STALL (4" SINGLE WHITE LINE) |
| 4 | STOP BAR (24" WHITE-PAINT 4" FROM ANY CROSSWALK OUTLINE) |
| 5 | 5' & 8' WIDE CROSSWALK (2" WHITE LINES W/ 2" SPACES AND 6" WIDE WHITE OUTLINES) |
| 6 | NO PARKING CORE AREA (4" WIDE SINGLE WHITE OUTLINE AND 24" WHITE LINES 36" C-C @ 45°) |
| 7 | TRAVEL LANE (6" SINGLE YELLOW LINE) |
| 8 | 60" STRAIGHT WHITE ARROW |
| 9 | CENTER LINE (4" DOUBLE YELLOW LINE) |

SIGN SCHEDULE

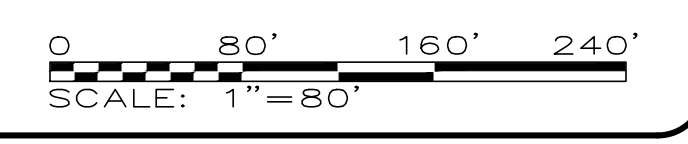
SYMBOL	MUTCD/FENNDOT SERIES	SIZE	REMARKS
Ⓡ1-1	R1-1	30"x30"	STOP
Ⓡ7-9	R7-9	12"x18"	RESERVED PARKING
Ⓡ7-8P	R7-8P	12"x18"	VAN ACCESSIBLE PLAQUE
Ⓡ7-8F	R7-8F	12"x6"	RESERVED PARKING PENALTIES
Ⓡ11-2	W11-2	24"x24"	PEDESTRIAN YIELD SIGN
Ⓡ54-3P	S4-3P	24"x30"	SCHOOL SPEED LIMIT ASSEMBLY
Ⓡ2-1	R2-1	24"x30"	SCHOOL SPEED LIMIT ASSEMBLY

NOTES:
 1. ALL SIGNS ARE TO BE FLAT SHEET ALUMINUM.
 2. REFERENCE TO FENNDOT 408 SECTION, LATEST EDITION.
 3. ALL HANDICAP PARKING SIGNAGE SHALL COMPLY WITH SECTION 33540(3)(I) OF 1725 P.S. C.S. (THE VEHICLE CODE).
 4. SIGNS TO BE MOUNTED ON PADOT BREAK-AWAY POSTS.

LEGEND



Know what's below.
 Call before you dig.
 SITE SERIAL #2021954658 & #2021954659



DATE: _____

REVISIONS:

570.455.2999
 baryisett.com
BARRY ISETT & ASSOCIATES
 Multi-disciplined Engineers and Architects

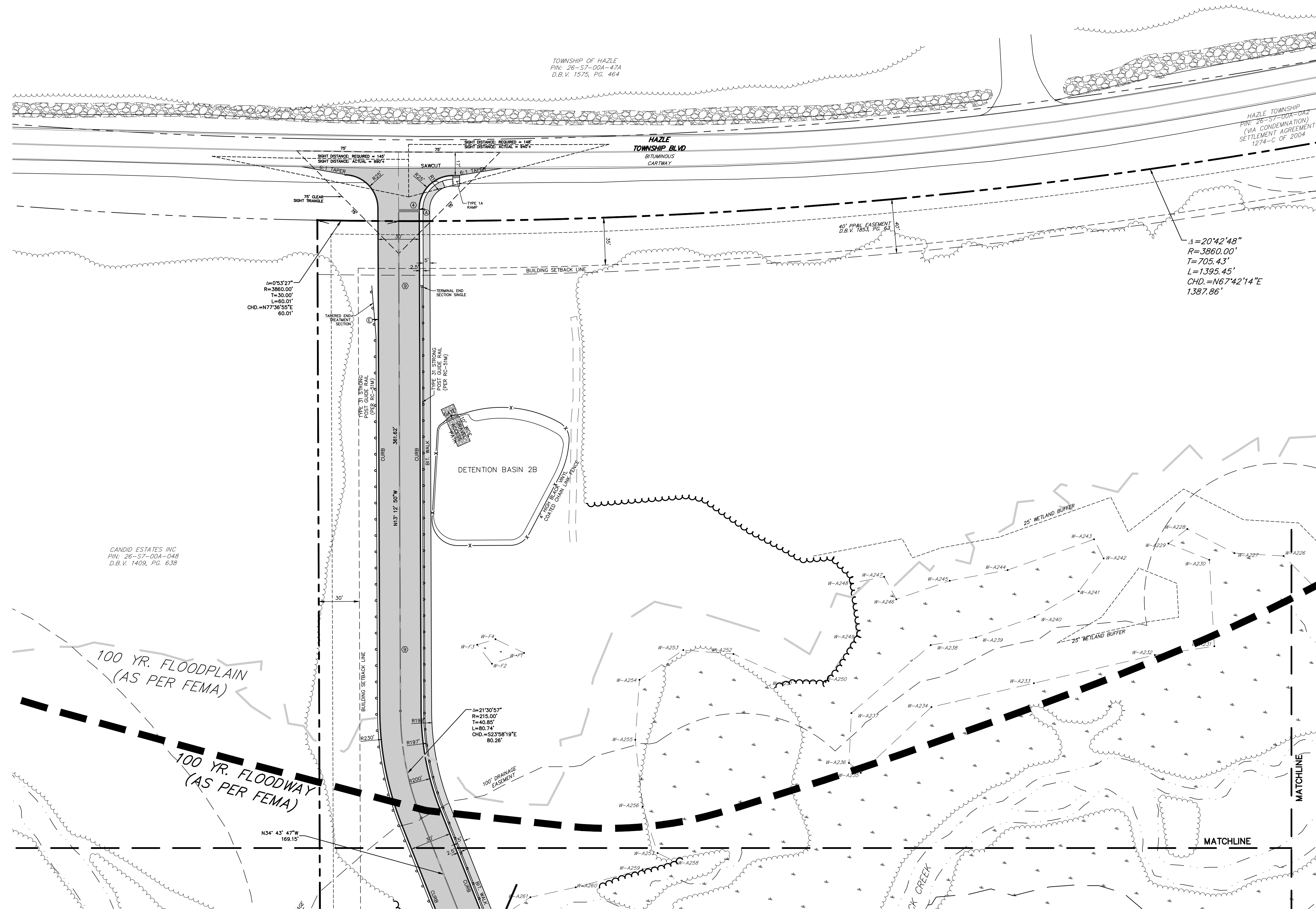
8 W. Broad St., Suite 1100
 Hazleton, PA 18201

PRELIMINARY / FINAL MAJOR LAND DEVELOPMENT

MASTER SITE LAYOUT PLAN
 NEW 1-5 ELEMENTARY SCHOOL & ROAD ACCESS PROJECT
 HAZLETON AREA SCHOOL DISTRICT
 HAZLE TOWNSHIP
 LUZERNE COUNTY, PA

DATE: 2/13/2026 DSGN: DFG
 SCALE: 1"=80' CHK: KPM
 DRAWN: DFG APPRD: KPM
 JOB: 1083923.300 P.MGR: KPM
 SHEET: 6 of 72 COPYRIGHT 2026

MSP-1



REFER TO SHEET MSP-1 FOR PAVEMENT MARKINGS, SIGN SCHEDULE, AND LEGEND

0 40' 80' 120'
SCALE: 1" = 40'

PRELIMINARY / FINAL MAJOR LAND DEVELOPMENT

SITE LAYOUT PLAN
 NEW 1-5 ELEMENTARY SCHOOL & ROAD ACCESS PROJECT
 HAZLETON AREA SCHOOL DISTRICT
 HAZLE TOWNSHIP
 LUZERNE COUNTY, PA

DATE:	2/13/2026	DSGN:	DFG
SCALE:	1"=40'	CHK:	KPM
DRAWN:	DFG	APPRD:	KPM
JOB:	1083923-300	P MGR:	KPM

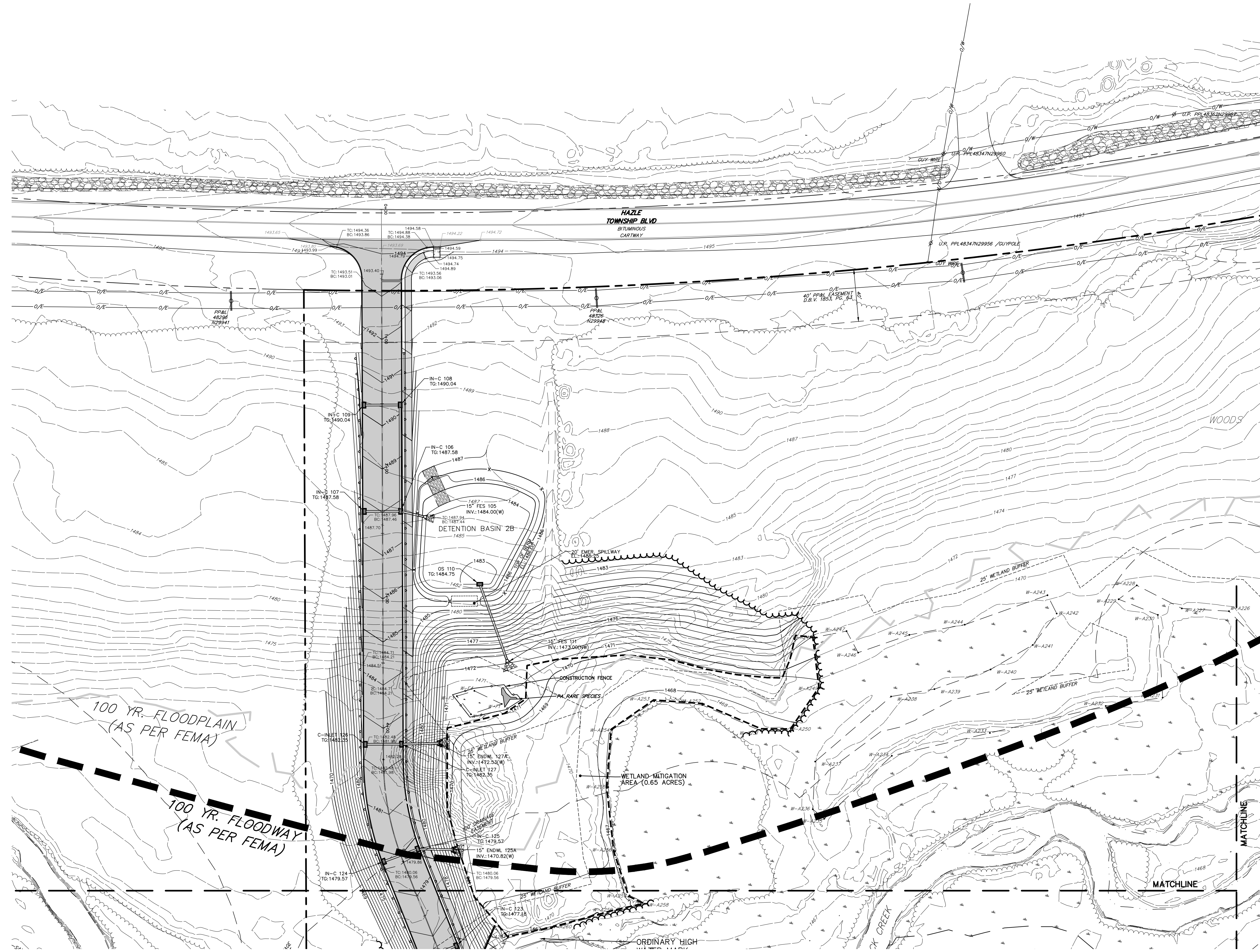
SP-1

HAZLE TOWNSHIP
 PINE 26-57-00A-02B
 (VIA CONDENSATION)
 SETTLEMENT AGREEMENT
 12/4-C OF 2004



570.455.2999
 barryisett.com
 8 W. Broad St., Suite 1100
 Hazleton, PA 18201

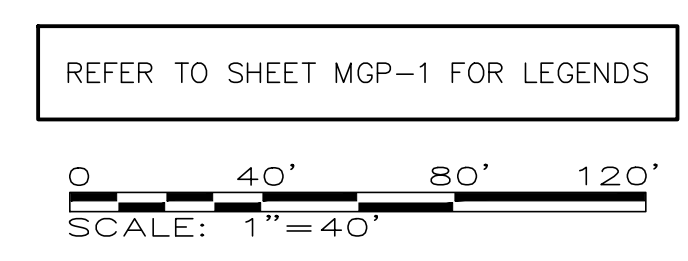
REVISIONS	DATE	BY



PRELIMINARY / FINAL MAJOR LAND DEVELOPMENT

GRADING PLAN
 NEW 1-5 ELEMENTARY SCHOOL & ROAD ACCESS PROJECT
 HAZLETON AREA SCHOOL DISTRICT
 HAZLE TOWNSHIP
 LUZERNE COUNTY, PA

DATE:	2/13/2026	DSGN:	DFG
SCALE:	1"=40'	CHK:	KPM
DRAWN:	DFG	APPRD:	KPM
JOB:	1083923.300	P MGR:	KPM
COPYRIGHT 2026		SHEET: 19 of 72	



REFER TO SHEET MGP-1 FOR LEGENDS.

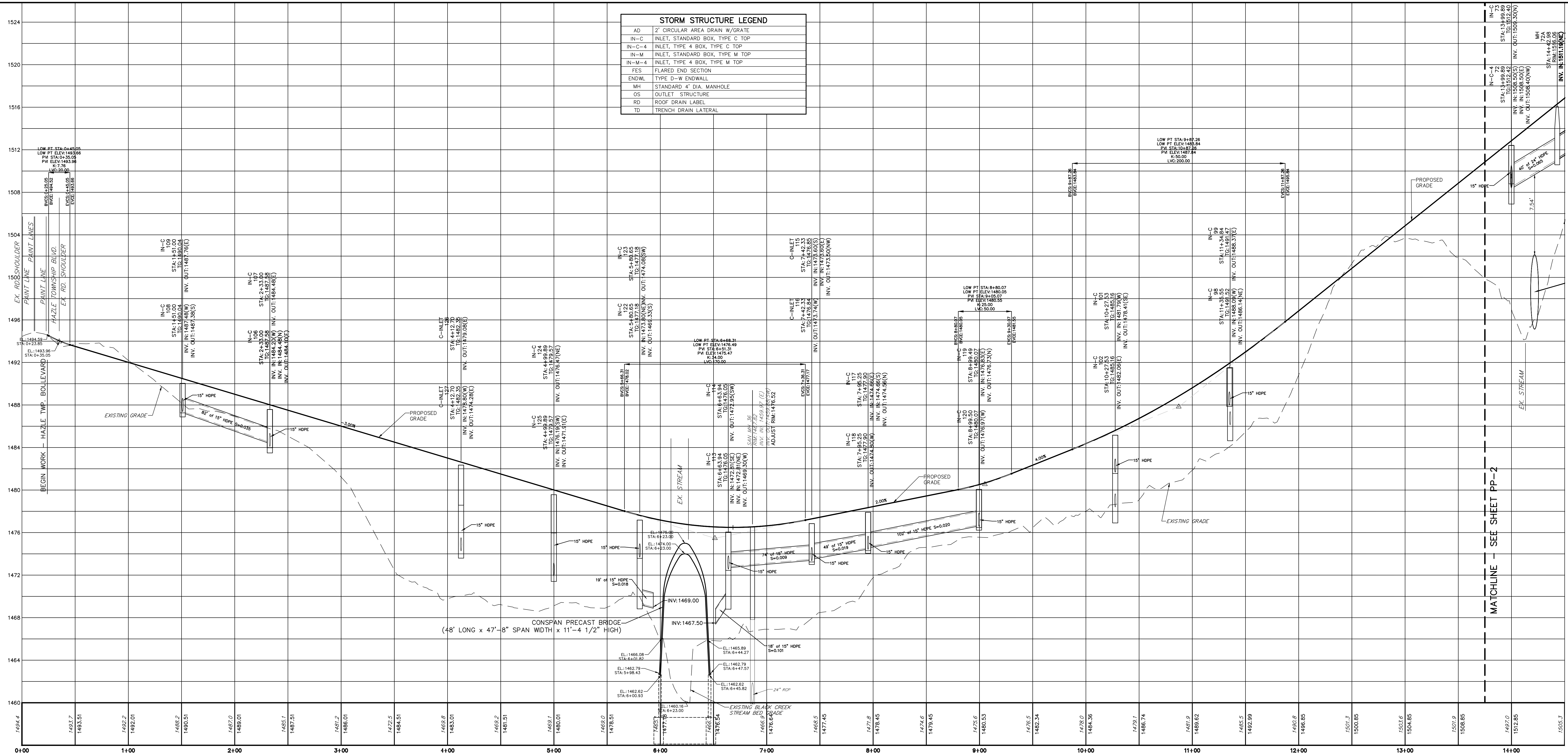
GP-1

REVISIONS	DATE	BY

BARRY
 ISETT &
 ASSOCIATES
 MULTI-DISCIPLINARY ENGINEERS AND ARCHITECTS

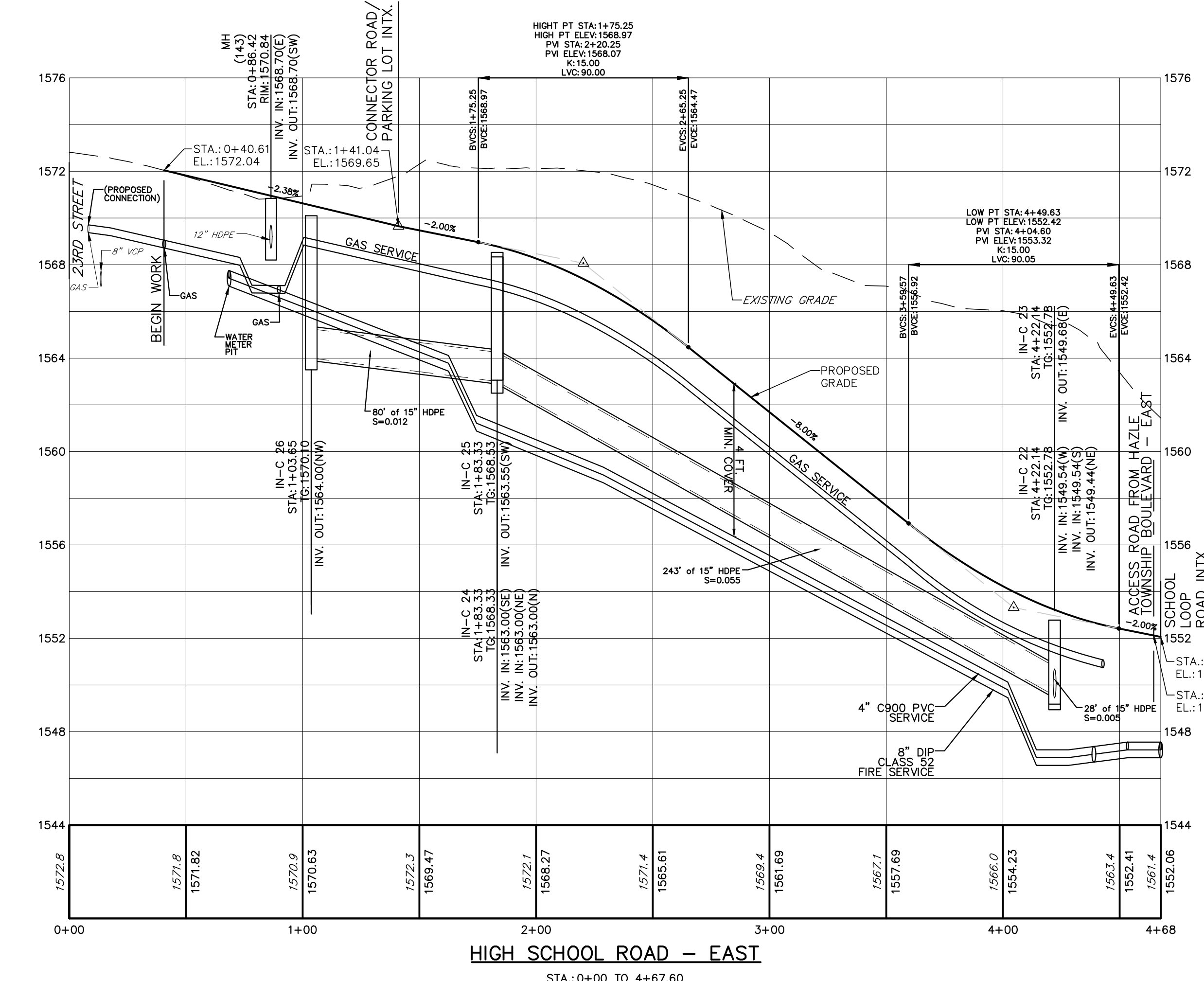
570.455.2999
 barryisett.com
 8 W. Broad St., Suite 1100
 Hazleton, PA 18201

FILE NUMBER: C:\Users\barryisett\OneDrive\Documents\Projects\1083923.300\1083923.300.dwg
 PLOT DATE: 2/13/2026 10:27 AM

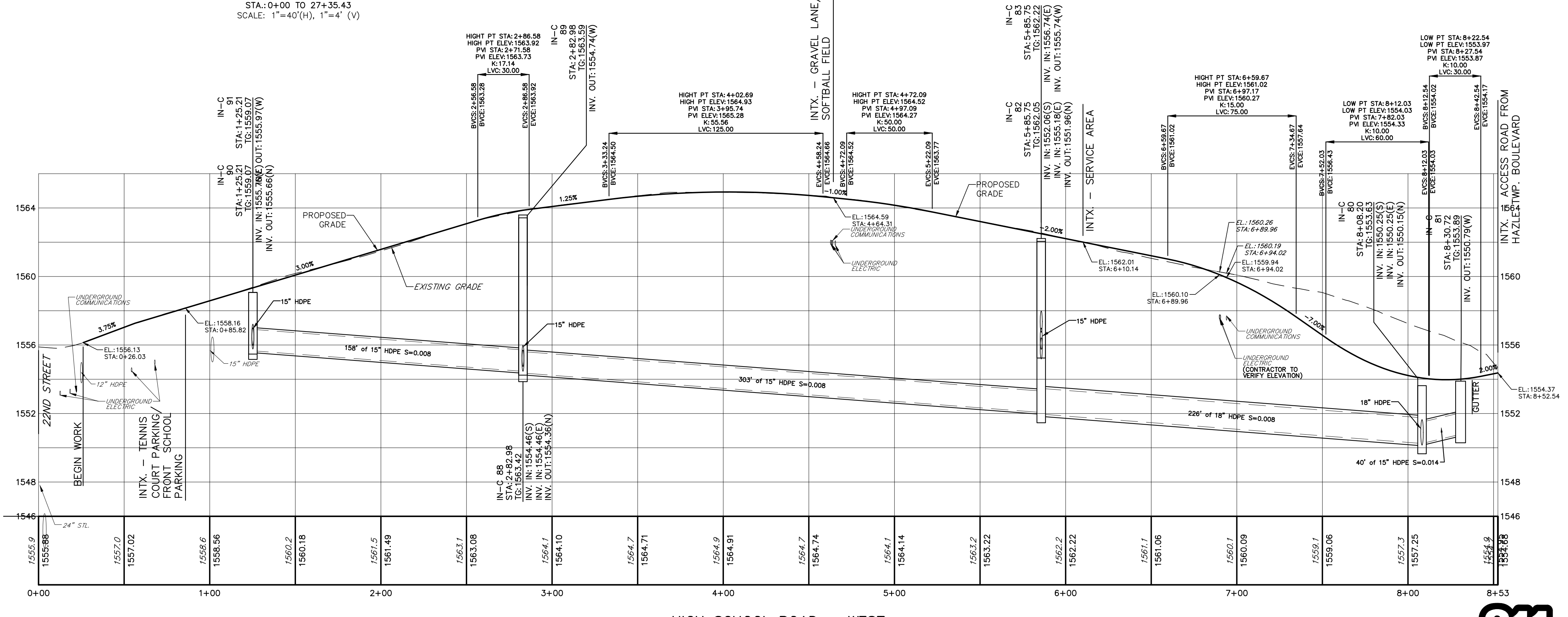


STORM STRUCTURE LEGEND	
AD	2" CIRCULAR AREA DRAIN W/GRADE
IN-C	INLET, STANDARD BOX, TYPE C TOP
IN-C-4	INLET, TYPE 4 BOX, TYPE C TOP
IN-M	INLET, STANDARD BOX, TYPE M TOP
IN-M-4	INLET, TYPE 4 BOX, TYPE M TOP
FES	FLARED END SECTION
ENWL	TYPE 3-W ENDWALL
MH	STANDARD 4' DIA. MANHOLE
OS	OUTLET STRUCTURE
RD	ROOF DRAIN LABEL
TD	TRENCH DRAIN LATERAL

ACCESS ROAD FROM HAZLE TWP. BOULEVARD
 STA: 0+00 TO 27+35.43
 SCALE: 1"=40'(H), 1"=4'(V)



HIGH SCHOOL ROAD - EAST
 STA: 0+00 TO 4+67.60
 SCALE: 1"=40'(H), 1"=4'(V)



HIGH SCHOOL ROAD - WEST
 STA: 0+00 TO 8+52.54
 SCALE: 1"=40'(H), 1"=4'(V)

PRELIMINARY / FINAL MAJOR LAND DEVELOPMENT

DRIVEWAY PROFILES
 NEW 1-5 ELEMENTARY SCHOOL & ROAD ACCESS PROJECT
 HAZLETON AREA SCHOOL DISTRICT
 HAZLE TOWNSHIP
 LUZERNE COUNTY, PA

DATE:	2/13/2026	DSGN:	DFG
SCALE:	AS NOTED	CHK:	KPM
DRAWN:	DFG	APPRD:	KPM
JOB:	1083923.000	P MGR:	KPM
COPYRIGHT 2026			
SHEET: 34 of 72			

PP-1

REVISIONS	DATE	BY

570.455.2999
 baryiset.com
 8 W. Broad St., Suite 1100
 Hazleton, PA 18201

BARRY ISETT & ASSOCIATES
 MULTI-DISCIPLINARY ENGINEERS AND CONSULTANTS



FILED: C:\Users\barryi\OneDrive\Documents\Projects\1083923\1083923.dwg (last modified: 2/13/2026 10:00:00 AM) PLOT: 2/13/2026 10:00:00 AM