



Duquesne Light
Our Energy...Your Power

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Lesley C. Gannon, Esq.

August 8, 2012

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Ms. Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

Re: Municipal Contract filed under Regulation 3.101
Right of Way Agreement between Duquesne Light Company and the Borough
of Fox Chapel d/b/a Fox Chapel Sanitary Authority relating to property owned
by the Fox Chapel Sanitary Authority and situate in the Borough of Fox Chapel,
Allegheny County

Dear Secretary Chiavetta:

In accordance with the Pennsylvania Public Utility Code and Commission Regulations, I have enclosed one copy of the executed Right of Way Agreement between Duquesne Light Company and the Borough of Fox Chapel, doing business as the Fox Chapel Sanitary Authority, Allegheny County, Pennsylvania, in which the Fox Chapel Sanitary Authority granted to Duquesne Light Company a right of way on property owned by it and situate in the Borough of Fox Chapel, Allegheny County.

This Agreement was filed electronically on August 8, 2012 and the notice of successful transmission is enclosed herewith as the first page of the Agreement. Should you have any questions regarding the enclosed filing or Agreement, please feel free to call.

Sincerely,



Lesley C. Gannon

cc: Robert H. Hoaglund, Esq.

RIGHT OF WAY AGREEMENT

The undersigned Grantor, the Fox Chapel Sanitary Authority ("Fox Chapel"), for Fifty Thousand Dollars (\$50,000) and for other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto Duquesne Light Company, its successors and assigns ("Duquesne"), for providing, transmitting and/or distributing electric and/or communications services for any and all purposes, the right, privilege and authority to install, use, own, operate, maintain, repair, renew and finally remove a 4 kilovolt electrical substation and attendant cables, wires, poles and appurtenant facilities (the "Substation") over, under, along, across and through Grantor's 0.452 acre parcel of land fronting on Rockwood Drive, situate in the Borough of Fox Chapel, Allegheny County, Pennsylvania (being a part of Block and Lot No. 225-S-10), and shown on Duquesne Light Company Drawing No. LL-5717, a copy of which has been given to Grantor and is attached hereto (the "Property").

1. Duquesne Light Company shall also have the following rights:

(a) The right at any time, and from time to time, to repair, maintain, and alter the Substation as Duquesne may deem necessary or convenient to the operation of said Substation or necessary to maintain the Substation. Nothing in this Right of Way Agreement shall grant Duquesne the right to increase the voltage of the Substation or expand the use of the Property from that set forth herein.

(b) The right to install, maintain, repair or replace utility poles, and the necessary wires, supporting facilities, and other appurtenances thereto on the Property and/or within the adjacent Rockwood Drive municipal right of way, subject to the Borough of Fox Chapel's roadway setback requirements. The purpose of said utility poles shall be to provide support for the transmission and distribution wires and cables leading into the Substation from overhead positions.

(c) The right to install, maintain, repair or replace such manholes, conduits, cables, wires and other fixtures and apparatus on the Property and/or within the adjacent Rockwood Drive municipal right of way, subject, in the case of fixtures and apparatus above the surface of the ground, to the Borough of Fox Chapel's roadway setback requirements, which Duquesne may at any time and from time to time deem necessary. Such facilities shall be installed in underground locations on the Property except when such underground installation shall be deemed by Duquesne to be impractical for technical reasons.

(d) The right to construct and to pave such areas on the Property as Duquesne may at any time and from time to time deem necessary or convenient in connection with the operation and maintenance of the Substation, which right shall include the right to alter the grade of the Property to accommodate such areas.

(e) The right to construct, maintain, repair or replace such fences on the Property and/or within the adjacent Rockwood Drive municipal right of way as Duquesne may at any time and from time to time deem necessary or convenient for security purposes and for purposes of public safety in connection with the operation and maintenance of the Substation. In no event shall a fence be placed nearer to the paved portion of said Rockwood Drive than set forth on Duquesne Light Company Drawing No. LL-5717.

(f) The right to alter at any time and from time to time the grade of the Property to accommodate and protect the Substation and any equipment or facilities appurtenant thereto, which right shall include the right to protect any slope or embankment thereon from soil erosion, either by the addition of vegetation or by any other means suitable to Duquesne.

(g) Subject to Section 3(d), below, the right to trim or remove such trees, shrubbery or other vegetation from the Property which Duquesne may at any time or from time to time deem necessary or convenient for the operation and maintenance of the Substation and the wires, cables and other fixtures appurtenant thereto or necessary or convenient to the enjoyment thereof.

(h) to enter upon the Property at any time for such purposes; and to sell, assign, lease or otherwise transfer any or all of the rights hereunder to a successor to its electric utility business.

2. The rights granted to Duquesne herein are under and subject to two sewer easements in favor of Grantor, the sewer pipes within which easements are detailed on Duquesne Light Company Drawing No. LL-5717 and a retained right of access by Grantor in favor of itself and the general public through the non-fenced portion of the Property to the property of Grantor situate to the north of the Property. Grantor may use the Property for any lawful purpose that is consistent with and does not interfere with Duquesne's intended use of the Property.

3. Duquesne shall have the following duties with regard to the Property:

(a) Duquesne shall promptly repair any damage to the Property caused by or relating to Duquesne's presence thereon. Any equipment, additions, improvements, or property of any kind or nature whatsoever which shall be placed or installed in, upon, or under the Property by Duquesne shall be deemed personalty and shall at all times remain the property of Duquesne.

(b) Duquesne shall indemnify, protect and save harmless Fox Chapel from and against any and all loss, cost, damage and expense for injury or death to persons or damage to property (including property of Fox Chapel or property in the possession or under the control of Fox Chapel) caused by or growing out of the negligence of Duquesne in the use or enjoyment of the Property.

(c) Fox Chapel shall indemnify, protect and save harmless Duquesne from and against any and all loss, cost, damage and expense for injury or death to persons or damage to property (including property of Duquesne or property in the possession or under the control of Duquesne) caused by or growing out of the negligence of Fox Chapel in its retained interests in the Property.

(d) Except under emergency circumstances, Duquesne shall abide by the reasonable vegetation management procedures of Fox Chapel relating to the Property. Notwithstanding this, Duquesne reserves the right to determine its vegetation management activities on the Property if Fox Chapel's vegetation management policies or procedures would require Duquesne to fall out of compliance with federal and state regulations.

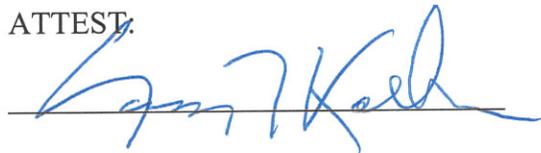
(e) Duquesne and the Substation shall at all times comply with the National Electrical Safety Code, including, without limitation, road overhead clearance safety and conduit installation requirements.

(f) In the event Duquesne or the successor to its electric utility business ceases to use the Property for the purposes discussed in the first paragraph of this Agreement, Duquesne (or such successor) shall, within six months of such cessation, remove its equipment, additions, improvements, and property of any kind or nature from the Property and the right-of-way created by this Agreement or any prior instrument shall terminate upon completion of that removal.

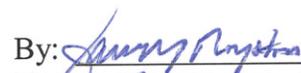
It is understood that this Right of Way Agreement, after due execution by both parties, will be subject to final approval by the Pennsylvania Public Utility Commission in accordance with the provisions of Section 911 of the Public Utility Law.

Intending to be legally bound the Grantor has executed this agreement this 16th day of July, 2012.

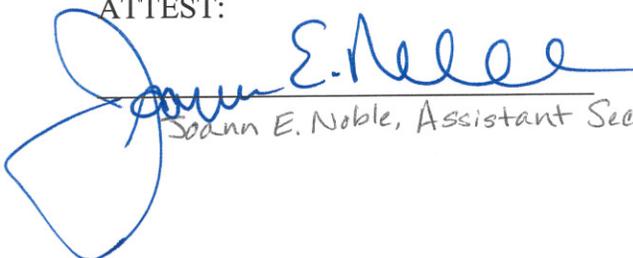
ATTEST:



FOX CHAPEL SANITARY AUTHORITY

By: 
Name: JAMES M. ROYSON
Title: VICE PRESIDENT

ATTEST:


Joann E. Noble, Assistant Secretary

DUQUESNE LIGHT COMPANY

By: 
Russell Profaizer
Supervisor, T&D Engineering

Accepted and agreed as to the facilities in Rockwood Drive:

ATTEST:

[Signature]

BOROUGH OF FOX CHAPEL

By: *[Signature]*
Name: Andrew Bennett
Title: President of Council

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

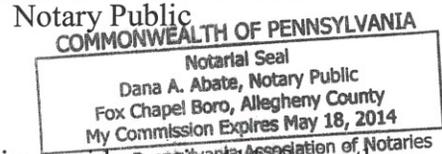
SS:

On this 16th day of July, 2012, before me, the undersigned authority, personally appeared Gary J. Koehler, who acknowledged himself to be the Manager of the Borough of Fox Chapel and that he as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.

[Signature]

CERTIFICATE OF RESIDENCE



I, Russell Profaizer, do hereby certify that Grantee's precise residence is 411 Seventh Avenue, Pittsburgh, PA 15219.

[Signature]

