



**Duquesne Light**

*Our Energy...Your Power*

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**Lesley C. Gannon, Esq.**

December 12, 2012

**FILED ELECTRONICALLY**

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  
License Agreement between Duquesne Light Company and the Allegheny  
County Airport Authority relating to property leased by the Allegheny County  
Airport Authority from the County of Allegheny and situate in Moon Township,  
Allegheny County

Dear Secretary Chiavetta:

In accordance with the Pennsylvania Public Utility Code and Commission Regulations, I have attached one copy of the executed License Agreement dated November 13, 2012 by and between Duquesne Light Company and the Allegheny County Airport Authority ("ACAA"), in which ACAA granted to Duquesne Light Company a license to occupy property leased by ACAA from the County of Allegheny, Pennsylvania. The licensed property is situate in the Township of Moon, Allegheny County.

Should you have any questions regarding the attached filing or Agreement, please feel free to call.

Sincerely,



Lesley C. Gannon

cc: Robert H. Hoaglund, Esq.

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License") is made and entered into this 13<sup>th</sup> day of November, 2012, by and between THE ALLEGHENY COUNTY AIRPORT AUTHORITY, a municipal authority organized pursuant to the laws of the Commonwealth of Pennsylvania, having a mailing address P.O. Box 12370, Pittsburgh, PA 15231 (hereinafter called "ACAA") AND Duquesne Light Company, a Pennsylvania corporation with its principal office at 411 Seventh Avenue, Pittsburgh, PA 15230 (hereinafter called "DUQUESNE").

### Witnesseth:

WHEREAS, pursuant to Paragraph 4.01, Authority's Right to Operate and Control, of the Airport Operation, Management and Transfer Agreement and Lease between Allegheny County, Pennsylvania (the "County") and the ACAA dated September 16, 1999 (the "Transfer Agreement"), ACAA has the right to grant licenses to third parties, and

WHEREAS, ACAA has or is in the process of developing property known as the US Army Commissary Soldiers Lane project on the Moon Township portion of the Pittsburgh International Airport site; and

WHEREAS, in order to accommodate said U.S. Army Commissary construction project, ACAA requested DUQUESNE install and/or reinstall the "System", as such term is defined in Section 1 of this License. "); and

Whereas, ACAA desires to grant DUQUESNE a license to install the System and agrees to reimburse DUQUESNE for utility installation/relocation costs; and

WHEREAS, DUQUESNE desires to accommodate ACAA's request at an agreed upon cost for installation/relocation of the System.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy the parties hereto acknowledge, and in consideration of the mutual covenants and agreements of the parties hereto, it is hereby agreed as follows:

1. ACAA does hereby grant to DUQUESNE, its successors and assigns, for as long as electrical power is needed at the location or locations to be served by the System, a license and right of way, upon, over, under, along, across and through ACAA-leased land situate in Moon Township, Allegheny County, Pennsylvania, said license and right of way granted being for providing, transmitting and/or distributing electric and/or internal communications services for any and all purposes, along with the right, privilege and authority to erect, install, use, own, operate, maintain, repair, renew and finally remove an underground electrical system and an overhead electrical system consisting of two (2) poles, together with crossarms, cables, wires, four (4) anchors (at poles #279300, 117474, 366470, #356308), guys and other fixtures, facilities and apparatus relating thereto (the "Systems") belonging, upon, over, under, along, across and through Airport Property fronting on Portvue Drive, Soldiers Lane, and Elsenborn Ridge Drive, private roads, and I 376 U. S. Army Commissary

Business, situate in Moon Township, Allegheny County, Pennsylvania, and shown on DUQUESNE Drawings Nos. 371566 T-1, T-3, attached hereto as Exhibit A (the "Property"). DUQUESNE shall also have the following rights: to trim or remove any trees or shrubbery which, at any time or times, may interfere or threaten to interfere with the erection, installation, use, operation, maintenance, repair, renewal or removal of the Systems; to enter upon the land at any time for such purposes; to permit others to attach crossarms, cables, wires and related apparatus, and to use the poles and apparatus erected hereunder; and to sell, assign, lease or otherwise transfer any or all of the rights hereunder.

2. The Systems shall be installed and maintained in compliance with all rules and regulations governing such installation and maintenance.

3. The final design and construction of the Systems that DUQUESNE plans for this License shall be subject to the review and approval of the Federal Aviation Administration in regard to the Airport runway system existing at the time of the execution of this Agreement.

4. A. This License is at all times subject to and in accordance with ACAA's reasonable security procedures and requirements with respect to the Property, and to ACAA's construction schedule for its own improvements on or to the Property, and provided that ACAA shall have the right to reasonably restrict DUQUESNE's exercise of rights hereunder in the event of changes to ACAA's safety or security rules or applicable federal or state law.

B. In addition, DUQUESNE shall provide forty-eight (48) hours prior notice to ACAA before entering the Property for the purposes of erecting the System or otherwise exercising the rights described herein. Notice shall be provided to ACAA Operations at (412) 472-5630. DUQUESNE shall also provide ACAA Operations with notice prior to performing routine maintenance or construction at the site. In the event of an emergency, notice should be given as soon as possible.

C. However, DUQUESNE's obligations (i) to provide notice before entering the Property and (ii) to abide by ACAA's reasonable security procedures, requirements and construction schedule shall terminate upon the sale, transfer, assignment, and/or conveyance of the Property to a private party for any reason.

5. DUQUESNE will perform all work under this agreement in a manner that will not affect the daily operation of the Airport.

6. DUQUESNE acknowledges that it has been paid in full for installation of the System based upon DUQUESNE's price quotes and that no payment is required from ACAA.

7. DUQUESNE agrees to indemnify ACAA to the extent of DUQUESNE's negligent acts or omissions and save harmless ACAA from all loss (including reasonable attorney's fees) resulting from injury and damage to ACAA employees, ACAA property, or to any person or property on or near the North Field construction project, that arises out of, results from, or is directly caused by DUQUESNE or to the extent of the negligent acts or omissions of DUQUESNE's contractors, agents, employees or persons engaged by the DUQUESNE in placing, maintaining, operating, altering or removing the Systems.

8. DUQUESNE shall, at its own cost and expense, maintain in effect the insurance

required by ACAA as set forth on the Insurance Exhibit B attached hereto and made a part hereof. Prior to the execution of this License, and not less than fifteen (15) days prior to the expiration date of any policy of insurance required hereunder, DUQUESNE shall deliver to the Executive Director a Certificate or Certificates of Insurance issued by an insurance company or companies authorized to do business in Pennsylvania evidencing the insurance coverage required pursuant to this License, which Certificates shall recite such conditions that the policies cannot be canceled or changed in any manner without thirty (30) days prior written notice to the Executive Director.

9. Any prior right of way or similar agreement between ACAA and DUQUESNE relating to existing facilities or systems to be relocated as part of this project shall be deemed superseded by this Agreement to the extent of any conflict herewith.

10. This License may be terminated only if electric service has not been provided by DUQUESNE at the location or locations depicted on Exhibit A for one (1) year or more. Upon termination, all property rights shall revert to the ACAA (or to the County in the event the Transfer Agreement has expired).

11. In the event that the Systems installed pursuant to this License should require relocation, ACAA shall provide a new location for the Systems. All costs to relocate the Systems shall be the responsibility of DUQUESNE. DUQUESNE reserves the right to refuse to re-install any System if the new location provided by ACAA for the System is not reasonably calculated to minimize DUQUESNE's relocation costs.

12. ACAA hereby represents and warrants to DUQUESNE that in accordance with the terms of the Transfer Agreement, the ACAA has the right to enter into this Agreement and to grant the property rights granted to DUQUESNE hereunder and that the County will be bound by the terms hereof. In the event DUQUESNE should be required to remove or relocate its System because ACAA did not or does not have authority to grant the property rights hereunder, ACAA agrees to reimburse DUQUESNE for any and all costs associated with relocating and/or acquiring adequate property rights for the System.

13. ACAA hereby acknowledges that, notwithstanding DUQUESNE's presence therein, ACAA alone is responsible for the care and maintenance of any and all duct systems or transformer pads on or in the Property and, except as expressly provided in Section 7 hereof, nothing herein shall vest in DUQUESNE responsibility therefor.

14. This Agreement shall bind the parties hereto, their successors and assigns.

15. This Agreement and its performance shall be governed by the laws of the Commonwealth of Pennsylvania, except for its conflict of law provisions.

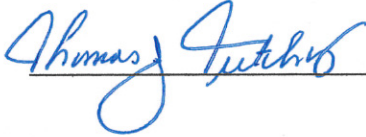
16. This Agreement shall not be interpreted to interfere with the statutory powers of the Pennsylvania Public Utility Commission.

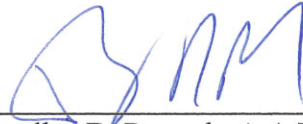
17. DUQUESNE shall file an executed copy of this Agreement with the Pennsylvania Public Utility Commission as required by Title 66, Section 507 of the Public Utility Code, and this Agreement shall become effective in accordance therewith.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed and Duquesne Light Company corporate seal hereunto affixed, duly attested, the day and year first above written.

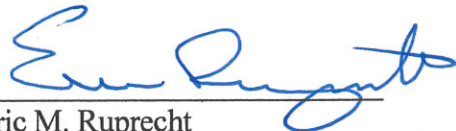
ATTEST

ALLEGHENY COUNTY AIRPORT AUTHORITY  
"ACAA"

  
\_\_\_\_\_

  
\_\_\_\_\_  
Bradley D. Penrod, A.A.E.  
Executive Director

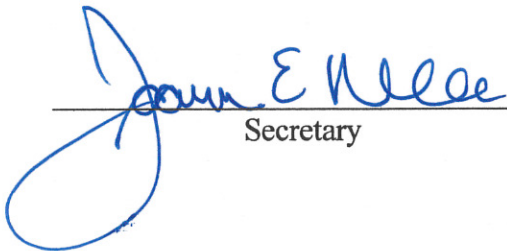
APPROVED

  
\_\_\_\_\_  
Eric M. Ruprecht  
Director of Business Administration  
Allegheny County Airport Authority

This agreement between Allegheny County Airport Authority and Duquesne Light Company was duly authorized on February 8, 2008 at Approval No. 94-08.

ATTEST:

DUQUESNE LIGHT COMPANY  
"DUQUESNE"

  
\_\_\_\_\_  
Secretary

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



## EXHIBIT B

### INSURANCE

A. DUQUESNE shall, at its own cost and expense, maintain in effect the following insurance at all times during the period commencing as of the date of execution of this License, as shown on page 1 hereof, to the date of the cessation of this License, including any extension or renewal hereof. The Authority and its Board of Directors shall be named as additional insureds with the right of notice in the policy.

(1) Comprehensive General Liability insurance with ACAA and its Executive Director, officers and employees as a named additional insured with a combined single limit of not less than FIVE MILLION DOLLARS (\$5,000,000) for injury to persons or damage to property.

(2) Automobile Liability insurance covering any owned or non-owned automobiles, trucks, and vans used, parked, or to be used or parked in, on or about the field areas of the airport or used or to be used in connection with any matter pertaining to this License, with a combined single limit of not less than FIVE MILLION DOLLARS (\$5,000,000) for personal injury or damage to property.

(3) Workmen's Compensation Insurance as required by law. If the DUQUESNE/Tenant is not required by law to provide coverage, the reasons should be stated in a letter to ACAA.

(4) Such other insurance, with such provisions, and in such amounts as the Executive Director, from time to time, in his discretion may require.

B. The Executive Director may, in his discretion, waive or modify any of the foregoing insurance requirements or portions thereof at his discretion.

C. Neither party hereto shall be liable to the other party or to the insurer of such other party claiming by way of subrogation through or under such other party with respect to any loss or damage to the extent that such other party shall be reimbursed or has the right to be reimbursed out of the party's property insurance coverage carried for such other party's protection with respect to such loss or damage. The provisions of this Exhibit B shall apply only to the extent permitted by provisions of the insurance policy in question.

D. Notwithstanding any other provision of this License, DUQUESNE shall not do or permit to be done anything, either by act or omission, which shall cause cancellation of any ACAA policy of property insurance for the premises or any other part of the Airport. Further, if DUQUESNE or any employee, agent, licensee, invitee, contractor, subcontractor, or approved or unapproved subcontractor of DUQUESNE shall do or permit to be done anything, whether by act or failure to act which shall cause an increase in the premiums for ACAA property insurance for the premises or any part thereof, then DUQUESNE shall pay the amount of such increase, pursuant to invoices from ACAA, or purchase additional insurance for ACAA with terms satisfactory to ACAA.