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Lesley C. Gannon, Esq.

January 9, 2015

**VIA ELECTRONIC FILING**

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  
Temporary Access Agreement between Duquesne Light Company and  
City of Pittsburgh relating to property owned by and situate in the  
2<sup>nd</sup> Ward, City of Pittsburgh, Allegheny County

Dear Secretary Chiavetta:

In accordance with the Pennsylvania Public Utility Code and Commission Regulations, I have attached one copy of the executed Temporary Access Agreement dated November 13, 2014 by and between Duquesne Light Company and the City of Pittsburgh, Allegheny County, Pennsylvania, in which the City of Pittsburgh granted to Duquesne Light Company temporary access to property owned by and situate in the 2<sup>nd</sup> Ward, City of Pittsburgh, Allegheny County.

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

Sincerely,

Lesley C. Gannon

Attachment

c: Robert H. Hoaglund, Esq.

**TEMPORARY ACCESS AGREEMENT**  
between  
**CITY OF PITTSBURGH**  
and  
**DUQUESNE LIGHT COMPANY**

**for purposes of taking core borings and related testing**

This Temporary Access Agreement, dated November 13, 2014 (the "Agreement") is made by and between the City of Pittsburgh, with offices at 414 Grant Street, Pittsburgh, PA 15219 ("City") and Duquesne Light Company, with offices at 411 Seventh Avenue, Pittsburgh, PA 15219 ("DLC").

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. City hereby grants to DLC, and its authorized agents, employees and contractors, a temporary license for non-exclusive access to and a right of entry upon that certain property described as Parcel ID No. 11-K-340, located between Swineburne Road and the Birmingham Bridge along Second Avenue in the 2<sup>nd</sup> Ward of the City of Pittsburgh, Pittsburgh, PA 15219 (the "Property") for the purpose of taking core borings and completing related testing (collectively "Tests") to evaluate various locations for the installation of an underground pipeline to house electric transmission cables (the "Project").
2. This Agreement will be effective for a sixty (60) day period beginning November 1, 2014 and December 31, 2014, or such earlier time as an Easement Agreement is executed by the City and DLC regarding the Property.
3. In recognition of the use of the Property for the Eliza Furnace Trail ("Trail"), DLC will work with a designated representative of the City to determine the most advantageous time to conduct the Tests, and further will:
  - a. Exercise good faith efforts to allow free movement along the Trail and to minimize the extent and duration of any disruption of public use of the Trail;
  - b. Prior to commencing Tests under this Agreement, coordinate with Friends of the Riverfront, advance public notice of Tests and any anticipated disruption of public use of the Trail;
  - c. Clearly mark the area around Test sites, including the use of advance signage advising of obstructions, flashing lights on any vehicles, a dedicated flag person, all to provide for the safety of walkers and bikers along the Trail; and
  - d. Upon completion of the tests, DLC will repair any damage to the Property resulting from DLC's activities, and will return the Property to the condition that it was in before DLC's entry onto the Property.
4. DLC agrees to comply with all local, state and federal laws, rules and ordinances and further agrees to exercise due care at all times while on the Property.

5. By this Agreement, the City grants to DLC all such rights of access to the Property for the Project as the City has the lawful authority to grant.

6. DLC agrees that it will defend, hold harmless and indemnify the City from and against any and all claims, costs, expenses, loss, damages or injury to persons or property, including reasonable attorney fees, arising out of the activities of DLC or its authorized agents, employees or contractors on the Property resulting from the exercise of the right of entry and access granted hereunder. In particular, if hazardous substances as defined by an applicable federal or state statute or regulation are discharged at the Property in connection with DLC's activities, DLC agrees that it will (a) remove such materials and clean up the Property to the standards required by law; and (b) defend, hold harmless and indemnify the City from and against any environmental or other claims, costs, expenses, loss, damages or injury to persons or property, including reasonable attorney's fees, resulting from or in connection with such materials.

7. This Agreement expresses the entire Agreement between the City and DLC with respect to the subject matter of this Agreement and this Agreement will apply and bind the City and DLC and their respective agents, employees, contractors, successors or assigns.

8. This Agreement will be governed by the laws of the Commonwealth of Pennsylvania.

9. This Agreement may not be amended or modified in any respect except by a written instrument duly executed by the all of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

WITNESS/ATTEST:

CITY OF PITTSBURGH

By: Mike Gable 11/13/2019  
Mike Gable, Director  
Department of Public Works

Approved as to form by

Lourdes Sánchez-Ridge  
Lourdes Sánchez-Ridge  
Solicitor and Chief Legal Officer

Reviewed by

Sumack  
Assistant City Solicitor

WITNESS/ATTEST:

Rand T. Frofis

DUQUESNE LIGHT COMPANY

By: John A. Jankot  
Name: John A. Jankot  
Title: Reg Eng & PA

Duquesne Light Company  
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11/13/2019 11:12:22 AM EST