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Lesley C. Gannon, Esq.

February 5, 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 Easement for Construction between Duquesne Light Company and
the County of Allegheny relating to property owned by Duquesne Light
Company and situate in the County of Allegheny, Pennsylvania

Dear Secretary Chiavetta:

In accordance with the Pennsylvania Public Utility Code and Commission Regulations, I have attached one copy of the executed Temporary Easement for Construction between Duquesne Light Company and the County of Allegheny, Pennsylvania, in which the Duquesne Light Company granted to the County of Allegheny a temporary easement for construction on property owned by it and situate in the County of Allegheny, Pennsylvania.

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

Sincerely,



Lesley C. Gannon

c: Robert H. Hoaglund, Esq.

FEDERAL PROJECT NO.	LICE-X111-548
PROJECT NAME/ROUTE	Homeville Viaduct
COUNTY	Allegheny
MUNICIPALITY	West Mifflin Boro
PARCEL NO.	5
CLAIM NO.	0201342000
CLAIMANT	Duquesne Light Company

TEMPORARY EASEMENT FOR CONSTRUCTION

THIS INDENTURE, made this 30th day of September, 2014, by Duquesne Light Company, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, Owner(s) of property affected by the construction or improvement of the above mentioned transportation improvement, its heirs, executors, administrators, successors and/or assigns, hereinafter, whether singular or plural, called the OWNER, and County of Allegheny, a political subdivision of the Commonwealth of Pennsylvania hereinafter called the PURCHASER,

WITNESSETH:

WHEREAS the PURCHASER recorded a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn real property for the above transportation improvement from the aforesaid property; and

WHEREAS the parties hereto have agreed that, in lieu of condemnation, the OWNER will grant to the PURCHASER a temporary easement for construction purposes from the aforesaid property,

NOW, THEREFORE, in consideration of the sum of One Hundred Fifty and no Hundredths (\$150.00) Dollars, the OWNER hereby grants to the PURCHASER a temporary easement for the purpose of undertaking the above construction or improvement, said easement to extend to the area shown on the plot plan attached hereto and made a part hereof and to authorize the entry and re-entry of employees, agents and contractors of the PURCHASER upon said area to do any and all work necessary for the completion of the project, including the removal of any buildings and/or other structures located on the area covered by the easement; provided, however, that, upon completion of the project, the PURCHASER shall be obligated to restore the area covered by the easement to a condition commensurate with that of the balance of the property of the OWNER, such restoration to include removal of debris, filling of holes left by the removal of buildings or structures, draining, filling and/or capping of wells, cesspools and septic tanks; grading and sowing of grass. The estimated completion date of the construction or improvement is within two years of the commencement of construction. The temporary easement for construction area is .040 acre.

Notwithstanding the above rights, PURCHASER represents and warrants that all construction and other activities taking place within said easement shall adhere to OSHA safety standards and the National Electrical Safety Code provisions in effect now or in the future. PURCHASER agrees to have its contractors hold OWNER harmless from any and all liability and damages arising from violation of such safety standards and provisions and shall ensure that any contractors engaged by PURCHASER and performing work for PURCHASER within said easement indemnify OWNER against liability for damages resulting from such contractors' violation of such safety standards and provisions.

The OWNER does further remise, release, quitclaim and forever discharge the PURCHASER or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the OWNER might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the OWNER through or by reason of the aforesaid construction or improvement.

The Parties have executed or caused to be executed these presents, intending to be legally bound thereby.

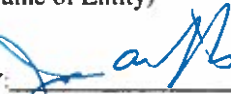
INDIVIDUALS

ENTITIES*

OWNER:

Duquesne Light Company
(Name of Entity)

BY:



James Popielec; Director, Operations Services

BY: _____

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity.

PURCHASER

ALLEGHENY COUNTY

By:



William D. McKain
County Manager

Department of Public Works



Stephen G. Shanley, P.E., Interim Director

REVIEWED AS TO FORM:



Andrew F. Szefi, County Solicitor

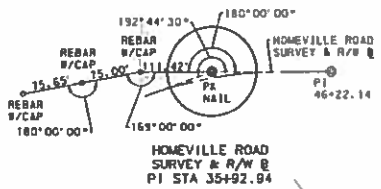


Assistant County Solicitor

Agreement between Allegheny County and Duquesne Light Company, pursuant to County Council authorization by Ordinance No. 25-13-OR enacted December 3, 2013 and approved by County Manager on May 23, 2014, Executive Action No. EA 5926 - 14.

Handwritten note: All 9.26.14

BM ELEV = 943.34
 HOMEVILLE RD SURVEY & R/W BASELINE
 24" LY STA 34+44
 SPIKE NAIL IN POLE #339019



DRAINAGE EASEMENT. AN EASEMENT FOR THE CONSTRUCTION, INSPECTION, MAINTENANCE, REPAIR, RECONSTRUCTION AND ALTERATION OF HIGHWAY DRAINAGE FACILITIES. THE EASEMENT SHALL NOT PREVENT THE PROPERTY OWNER FROM MAKING ANY LEGAL USE OF THE AREA WHICH IS NOT DETRIMENTAL TO THE NECESSARY FLOW OF WATER. HOWEVER, NO STRUCTURE OR ANYTHING MAY BE ERRECTED IN THE AREA NOR MAY ANY PIPE OR DITCH BE CONNECTED TO THE DEPARTMENT'S PIPE OR DITCH WITHOUT ADVANCED WRITTEN APPROVAL BY THE ALLEGHENY COUNTY DEPARTMENT OF PUBLIC WORKS.

LEGAL RIGHT-OF-WAY FOR COUNTY ROAD CONVERTED TO AERIAL EASEMENT. IN WHICH THE COUNTY INTENDS TO VACATE ITS EXISTING SURFACE EASEMENT FOR HIGHWAY PURPOSES AND RETAIN AN AERIAL EASEMENT AS DEFINED ELSEWHERE ON THIS PLAN. SUBJECT TO THE APPROVAL OF THIS PLAN BY THE COUNTY EXECUTIVE, THE FILING OF THIS PLAN AS A PUBLIC RECORD IN THE OFFICE OF THE DEPARTMENT AND THE RECORDING OF THIS PLAN IN THE COUNTY RECORDER OF DEEDS OFFICE, THIS NOTE SHALL CONSTITUTE AN ORDER OF VACATION PURSUANT TO SECTION 210 OF THE STATE HIGHWAY LAW, 36 P.S. SECTION 670.210, AS TO THE SURFACE EASEMENT FOR HIGHWAY PURPOSES, EFFECTIVE WHEN THE CONSTRUCTION IS COMPLETED.

0.042 ACRES IS WITHIN LEGAL R/W CONVERTED TO AERIAL EASEMENT
 HOMEVILLE ROAD

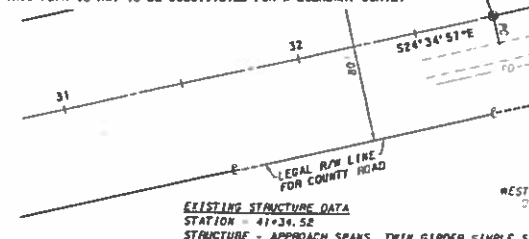
RIGHT-OF-WAY CLAIM INFORMATION

COUNTY OF ALLEGHENY - DEPARTMENT OF PUBLIC WORKS
 STATE RTE SEC NO WEST MIFFLIN BOROUGH ALLEGHENY COUNTY
 PARCEL NO 5 SHEET NO 6 A 7 CLAIM NO
 PROPERTY OWNER(S) DUQUESNE LIGHT COMPANY
 GRANTOR(S) CARNEGIE-ILLINOIS STEEL CORPORATION

DEED BOOK	PAGE	DATE OF DEED	DATE OF RECORD	CONSIDERATION	TAX STAMPS
3016	709	05/15/1950	05/17/1950	\$5,000.00	

AREAS	ACRE/FT	REQUIRED AREA	ACRE/FT
DEED	415.891	RIGHT-OF-WAY	0.051
CALCULATED	-0.228	REQ'D AERIAL EASEMENT	-0.022
ADVERSE	0.278	DRAINAGE	0.042
LEGAL R/W	13.573	TEMP CONSTR	0.040
EFFECTIVE AREA	0.051		
TOTAL REQ'D R/W	13.624		
TOTAL RESIDUE	12.827		
RESIDUE RT.	0.053		

PRIVATE PROPERTY LINES ARE PLOTTED FROM THE DEED OF RECORD, RECORDED SUBDIVISION OR LOT PLANS, EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA. PRIVATE PROPERTY LINES WERE NOT SURVEYED BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT.
 THIS PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY



EXISTING STRUCTURE DATA
 STATION = 41+34.52
 STRUCTURE - APPROACH SPANS, TWIN GIRDER SIMPLE SPANS
 MAIN SPAN, WARREN DECK TRUSS
 SPAN - APPROACH SPANS, SPAN 1 - 99'-10", SPAN 2 & 3 - 101'-1"
 MAIN SPAN - 215'-0"
 MINIMUM UNDERCLEARANCE - 35'-0"
 CLEAR ROADWAY WIDTH - 26'-0"
 SIDEWALK WIDTH (LTI) - 5'-0 1/4"

WESTWOOD & ASSOCIATES, LLC
 0243-8-00031-0000-00

PROPOSED STRUCTURE DATA
 STATION = 41+34.52
 STRUCTURE - APPROACH SPANS, TWIN GIRDER SIMPLE SPANS
 MAIN SPAN, WARREN DECK TRUSS
 SPAN - APPROACH SPANS, SPAN 1 - 99'-10", SPAN 2 & 3 - 101'-1"
 MAIN SPAN - 215'-0"
 MINIMUM UNDERCLEARANCE - 35'-0"
 CLEAR ROADWAY WIDTH - 29'-0"
 SIDEWALK WIDTH (LTI) - 5'-0 1/4"

REFERENCE DRAWINGS	SHEET
SUMMARY OF PROJECT COORDINATES	4
HOMEVILLE ROAD PROFILE	8
TABULATION OF PROPERTIES	12

FOR THE AERIAL EASEMENT DEFINITION SEE SHEET 3 OF 12.

LIMIT OF AUTHORIZATION
 STA. 35+00.00
 HOMEVILLE VIADUCT & ROAD
 WEST MIFFLIN BOROUGH
 ALLEGHENY COUNTY

HOMEVILLE ROAD SURVEY CENTERLINE
 PI STA 35+06.00
 Δ = 12°44'30" RT
 D = 02°51'53"
 T = 223.31'
 L = 444.77'
 R = 8,000.00'
 E = 12.43'
 PC STA 32+83.49
 PT STA 37+28.26

HOMEVILLE ROAD SURVEY & R/W BASELINE
 PI STA 35+92.94
 Δ = 12°44'30" RT
 D = 04°46'29"
 T = 133.98'
 L = 286.88'
 R = 1,200.00'
 E = 7.46'
 PC STA 34+58.96
 PT STA 37+25.82

LEGEND
 [Hatched Box] REQ'D R/W AREA
 [Circle] PARCEL IDENTIFICATION NUMBER
 [Triangle] PARCEL IDENTIFICATION NUMBER-NO TAX



SURVEY BOOK NO'S 1 & 2



County of Allegheny
 Pittsburgh, Pennsylvania
 Department of Public Works

REVISIONS

DRAWINGS AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR REHABILITATION OF HOMEVILLE VIADUCT & HOMEVILLE ROAD WEST MIFFLIN BOROUGH ROADWAY PLAN TS05-0510

DRAWN BY: SPP TRACED BY: SPP DATE: 09/22/2015
 CHECKED BY: BUT SCALE: AS NOTED SHEET 6 OF 12

26112-RW

CONTINUED ON SHEET 7 OF 12

DRAINAGE EASEMENT. AN EASEMENT FOR CONSTRUCTION, INSPECTION, MAINTENANCE, REPAIR, RECONSTRUCTION AND ALTERATION OF HIGHWAY DRAINAGE FACILITIES. THE EASEMENT SHALL NOT PREVENT THE PROPERTY OWNER FROM MAKING ANY LEGAL USE OF THE AREA WHICH IS NOT DETRIMENTAL TO THE NECESSARY EIGHT OPERATIONS. HOWEVER, NO STRUCTURE OR SIGN MAY BE ERECTED IN THE AREA, NOR MAY ANY PIPE OR DITCH BE CONNECTED TO THE DEPARTMENT STREET OR DITCH WITHOUT ADVANCED WRITTEN APPROVAL BY THE ALLEGHENY COUNTY DEPARTMENT OF PUBLIC WORKS.

LEGAL RIGHT-OF-WAY FOR COUNTY ROAD CONVERTED TO AERIAL EASEMENT. PROPERTY IN WHICH THE COUNTY INTENDS TO VACATE ITS EXISTING SURFACE EASEMENT FOR HIGHWAY PURPOSES AND RETAIN AN AERIAL EASEMENT AS DEFINED ELSEWHERE ON THIS PLAN. SUBJECT TO THE APPROVAL OF THIS PLAN BY THE COUNTY EXECUTIVE. THE EXISTING OF THIS PLAN AS A PUBLIC RECORD IN THE OFFICE OF THE DEPARTMENT AND THE RECORDING OF THIS PLAN IN THE COUNTY RECORDER OF DEEDS OFFICE. THIS NOTE SHALL CONSTITUTE AN ORDER OF VACATION PURSUANT TO SECTION 21-0-03 OF THE STATE HIGHWAY LAW, P.S. SECTION 21-0-210, AS TO THE SURFACE EASEMENT FOR HIGHWAY PURPOSES, EFFECTIVE WHEN THE CONSTRUCTION IS COMPLETED.

EXISTING STRUCTURE DATA

STATION - 41+24.52
 STRUCTURE - APPROACH SPANS, TWIN GIRDER SIMPLE SPANS
 MAIN SPAN, WARREN DECK TRUSS
 SPAN - APPROACH SPANS, SPAN 1 - 99'-10", SPAN 2 & 3 - 101'-1"
 SPAN 5 & 6 - 65'-9", SPAN 7 - 40'-1"
 MAIN SPAN - 215'-0"
 MINIMUM UNDERCLEARANCE - 35'-0"
 CLEAR ROADWAY WIDTH - 29'-0"
 SIDEWALK WIDTH (L/R) - 5'-0 1/4"

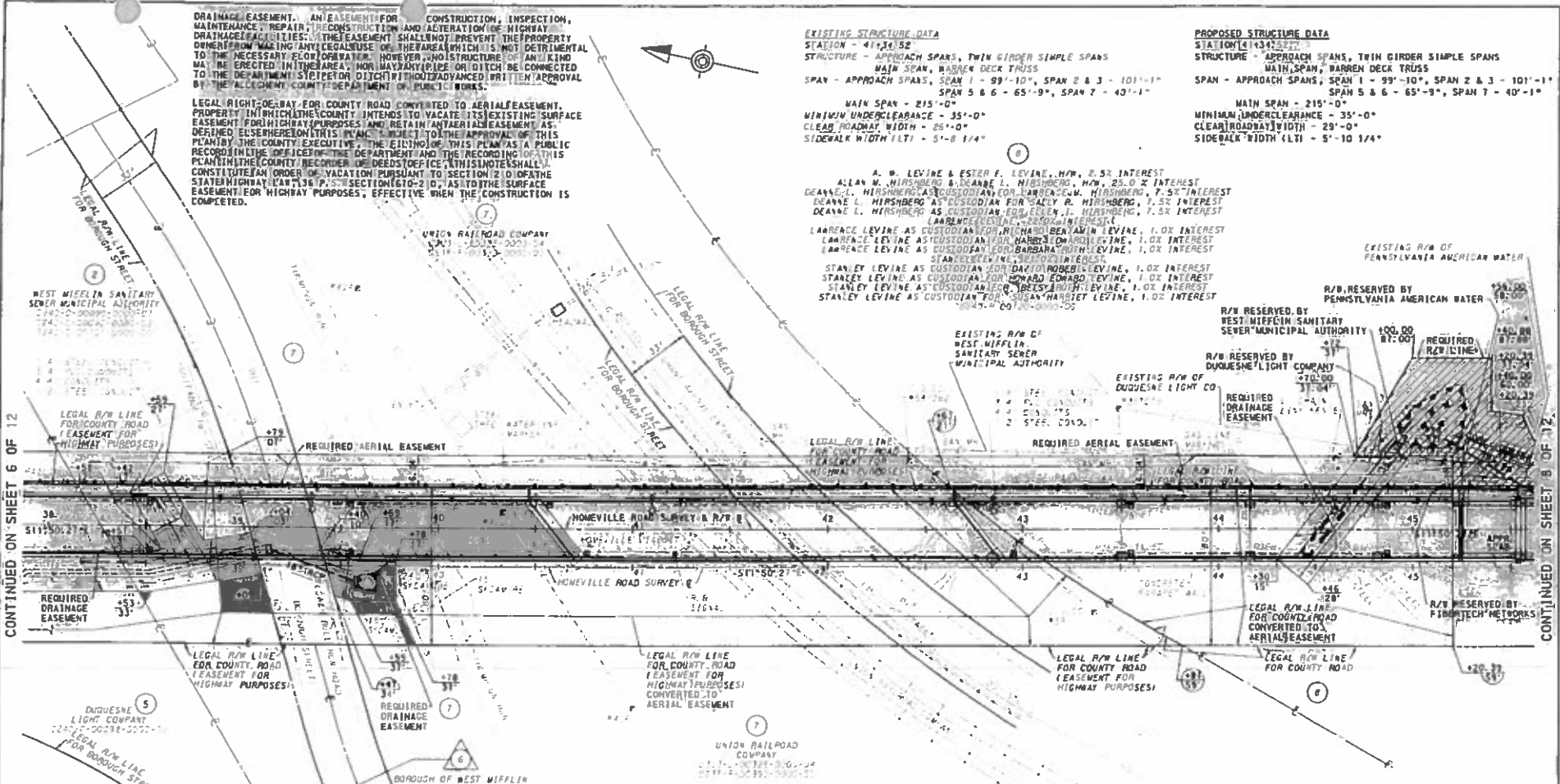
PROPOSED STRUCTURE DATA

STATION 41+31.52
 STRUCTURE - APPROACH SPANS, TWIN GIRDER SIMPLE SPANS
 MAIN SPAN, WARREN DECK TRUSS
 SPAN - APPROACH SPANS, SPAN 1 - 99'-10", SPAN 2 & 3 - 101'-1"
 SPAN 5 & 6 - 65'-9", SPAN 7 - 40'-1"
 MAIN SPAN - 215'-0"
 MINIMUM UNDERCLEARANCE - 35'-0"
 CLEAR ROADWAY WIDTH - 29'-0"
 SIDEWALK WIDTH (L/R) - 5'-10 1/4"

A. W. LEVINE & ESTER F. LEVINE, M/W, 2.5% INTEREST
 ALLAN M. HIRSBERG & DEANNE L. HIRSBERG, M/W, 25.0% INTEREST
 DEANNE L. HIRSBERG AS CUSTODIAN FOR LAWRENCE M. HIRSBERG, 7.5% INTEREST
 DEANNE L. HIRSBERG AS CUSTODIAN FOR SALLY R. HIRSBERG, 1.5% INTEREST
 DEANNE L. HIRSBERG AS CUSTODIAN FOR EILEEN J. HIRSBERG, 1.5% INTEREST
 LAWRENCE LEVINE, 20.0% INTEREST
 LAWRENCE LEVINE AS CUSTODIAN FOR RICHARD BENJAMIN LEVINE, 1.0% INTEREST
 LAWRENCE LEVINE AS CUSTODIAN FOR BARBARA LEVINE, 1.0% INTEREST
 LAWRENCE LEVINE AS CUSTODIAN FOR BARBARA LEVINE, 1.0% INTEREST
 STANLEY LEVINE AS CUSTODIAN FOR HOWARD EDWARD LEVINE, 1.0% INTEREST
 STANLEY LEVINE AS CUSTODIAN FOR BETSY BROTH LEVINE, 1.0% INTEREST
 STANLEY LEVINE AS CUSTODIAN FOR SUSAN HANBIE LEVINE, 1.0% INTEREST

CONTINUED ON SHEET 6 OF 12

CONTINUED ON SHEET 8 OF 12



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THIS PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.

TEMPORARY CONSTRUCTION EASEMENT. AN EASEMENT TO USE THE LAND AS NECESSARY DURING CONSTRUCTION OF THE PROJECT. THE EASEMENT IS REQUIRED ONLY UNTIL THE CONSTRUCTION OR WORKS INDICATED BY THE PLAN IS COMPLETED, UNLESS SOONER RECONSTRUCTED IN WRITING BY THE ALLEGHENY COUNTY DEPARTMENT OF PUBLIC WORKS.

FOR THE AERIAL EASEMENT DEFINITION SEE SHEET 3 OF 12.

LEGEND

- ▭ REQ'D R/W AREA
- PARCEL IDENTIFICATION NUMBER
- △ PARCEL IDENTIFICATION NUMBER-NO TAKE



REFERENCE DRAWINGS	SHEET
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REVISIONS

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Pittsburgh, Pennsylvania
 Department of Public Works

DRAWINGS AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR REHABILITATION OF HOMEVILLE VIADUCT & HOMEVILLE ROAD WEST MIFFLIN BOROUGH ROADWAY PLAN
 TS05-0510

DRAWN BY: BPP TRACED BY: BPP DATE: 06/23/2011
 CHECKED BY: BNT SCALE: AS NOTED SHEET 7 OF 12 **26112-RW**