



Law Department
411 Seventh Avenue (16-1)
Pittsburgh, PA 15219

Tel 412-393-1518
Fax 412-393-1418
lgannon@duqlight.com

Lesley C. Gannon, Esq.

June 8, 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 52 Pa. Code § 3.101
Utility Agreement between Duquesne Light Company
and the Commonwealth of Pennsylvania

Dear Secretary Chiavetta:

In accordance with the Pennsylvania Public Utility Code and Commission Regulations, I have enclosed one copy of the executed Utility Agreement dated April 21, 2015 between Duquesne Light Company and the Commonwealth of Pennsylvania, acting through the Department of General Services (the "Department"), pursuant to which Duquesne Light Company will perform certain work requested by the Department in connection with the Department's installation of a new emergency generator at the Southwest Veterans' Center, which is located on property in the City of Pittsburgh, Allegheny County, that is owned by the Commonwealth.

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

Sincerely,

Lesley C. Gannon

Enclosure

UTILITY AGREEMENT
Between
Duquesne Light Company
and
The Commonwealth of Pennsylvania,
The Department of General Services
with the approval of
The Department of Military and Veterans Affairs
Project No. DGS A970-221
Installation of Emergency Generator
Southwest Veterans Center
Pittsburg, Allegheny County, Pennsylvania

A970-221
utility agr.
Southwest Veterans Ctr.
Install Emergency
Generator

THIS AGREEMENT effective this 21st day of APRIL, 2015, by and between Duquesne Light Company, hereinafter referred to as "DLC," 2825 New Beaver Avenue, Building No. 6, Pittsburgh, Pennsylvania 15233-1003, and the Commonwealth of Pennsylvania, acting through the Department of General Services, 515 North Office Building, Harrisburg, Pennsylvania, 17125, hereinafter referred to as "DEPARTMENT," with approval of the Department of Military and Veterans Affairs (hereinafter referred to as "DMVA").

WHEREAS, the DEPARTMENT plans to Install a New Emergency Generator at the Southwest Veterans' Center, located on certain Commonwealth-owned property (the "PROPERTY"), such PROPERTY being delineated by the Partial Site Plan identified as Drawing No. E-1, dated October 24, 2014, which plan is attached hereto and made a part hereof as Exhibit A, such construction project being known as Project No. DGS A970-221 (the "PROJECT"); and

WHEREAS, the extension of and relocation of utility lines is within the scope of the project; and

WHEREAS, DLC is a public service corporation engaged in the business of distributing electrical service to its customers; and

WHEREAS, DLC currently operates and maintains electrical equipment and facilities in and around Pittsburgh, Allegheny County, Pennsylvania; and

WHEREAS, the DEPARTMENT has requested certain work to be accomplished by DLC in conjunction with the project because DLC is a Public Utility, having equipment and workmen with special skill and knowledge to perform this type of work and is authorized to do same; and

WHEREAS, DLC has expressed its willingness to perform the work requested by the DEPARTMENT, pursuant to applicable and effective tariffs of DLC as filed with the Pennsylvania Public Utility Commission, and the DEPARTMENT has expressed its willingness to reimburse DLC for accomplishment of the work requested; and

WHEREAS, upon completion of the PROJECT, such Emergency Generators at Southwest Veterans' Center will be operated by the Commonwealth of Pennsylvania, DMVA; and

NOW, THEREFORE, the parties hereto do each in consideration of the promises of the other, and each intending to be legally bound, agree as follows:

1. The foregoing recital clauses are incorporated herein by reference.
2. The WORK as follows: DLC will remove the existing transformer and primary utility cable from the existing transformer to the manhole and then construct, reconstruct, install a new 750kVa transformer with the relocation and extension of utility cable lines from the existing manhole to the new transformer. Reference **Exhibit A**.
3. The DEPARTMENT will be responsible for the installation of the new precast transformer pad and the installation of conduit from the existing manhole to the proposed transformer site. Reference **Exhibit A**.
4. DLC agrees to perform the above work at an estimated cost of Twenty Thousand and 00/100 Dollars (\$20,000.00), as reflected in **Exhibit B**.
5. Upon completion of the WORK discussed in Paragraph 2, DLC will determine the actual and related costs of the work consisting of labor, engineering, labor additives, administration, indirect overhead and supervision, transportation, employees' expenses, and materials. If the actual cost of the WORK is in excess of the estimated cost in Paragraph 4, then DLC shall submit and invoice to the DEPARTMENT in the amount finally determined to be the cost incurred in completing the WORK. The DEPARTMENT agrees to pay DLC the difference between the estimated cost and the actual cost of the WORK upon execution of a written Amendment to this Agreement. If the actual cost of the WORK is less than the estimated cost, then DLC shall refund to the DEPARTMENT the difference between the actual cost of the WORK and the estimated cost within sixty (60) days of the determination of the actual cost of the WORK. If the DEPARTMENT is subject to an audit, DLC agrees to provide documentation to support the costs in its invoices within a reasonable time upon request.
7. The WORK shall be installed and maintained in compliance with the terms of all laws, regulations, and rules governing such installation and maintenance.
8. All right, title, interest, and ownership of facilities and equipment furnished by DLC in connection with the extension of and the relocation of utility lines are, and shall remain, vested in DLC. None of the facilities and equipment to be installed by DLC hereunder is deemed to be or to become a part of the real estate or to be subject of any mortgage, lien or encumbrance thereon. The facilities and equipment at all times remain the personal property of DLC.
11. All subsequent costs and expenses incident to the construction, reconstruction and installation of the WORK shall be borne by DLC. Paragraph 4 of this Agreement discusses the costs and expenses of the initial installation of the WORK.
12. The DEPARTMENT retains the right to use the PROPERTY as described in **Exhibit A** for purposes not inconsistent with DLC's full enjoyment of the privileges granted by this AGREEMENT.
13. DLC agrees to coordinate its work with representatives of the DEPARTMENT and its contractors and with other involved utility companies, if any, and agrees to perform said work on the date or dates mutually agreeable to the parties. The DEPARTMENT or its contractor will provide notice to DLC at least 30 days prior to the time the WORK is to be performed. DLC reserves the right to postpone the date or dates of the work contemplated due to inclement weather conditions or for any reasons beyond

its control. DLC agrees to give the DEPARTMENT prompt notice of any such postponement. DLC shall not be liable for any damage, delay, or failure to perform due to reasons beyond its control.

14. DLC shall, at all times, save and hold harmless and indemnify the Commonwealth of Pennsylvania, the DEPARTMENT, and their respective officers and employees, from and against all losses, damages, expenses, claims, demands, suits and actions arising out of, or caused in any manner by placing, construction, reconstruction, installation, operation, maintenance, presence, use or removal of the WORK, including, but not limited to, all claims for personal injuries and property damages, except as may be occasioned by the negligence, gross negligence, or willful misconduct of the DEPARTMENT, its officers and employees and contractors, as determined in accordance with Pennsylvania law. Nothing in this AGREEMENT shall be deemed to waive or otherwise affect the sovereign immunity of the Commonwealth and its agencies, officers, and employees, or to subject any Commonwealth party to any liability not expressly authorized by law.

15. DLC shall be responsible for and shall reimburse the DEPARTMENT for any and all losses or damages to paving, walks and all other property of the DEPARTMENT caused by DLC in the construction, reconstruction, or installation of the WORK.

16. A separate Public Service Line License Agreement will be entered into contemporaneously with this Agreement between the parties to grant DLC with rights of ingress, egress, and regress to and from the PROPERTY to construct, reconstruct, use, operate, inspect, patrol, replace, improve, maintain, redesign, alter, renew and finally, upon termination of the License Agreement or the discontinuance by DLC, to remove the WORK upon, over, under along, across, and through the PROPERTY.

17. A separate Service Agreement will be entered into between DMVA and DLC for the provision of electric service to the Southwest Veterans' Center Emergency Generators.

18. DLC shall maintain and preserve for a period extending until three years after the date of final payment to DLC and during that period shall produce, upon request of the DEPARTMENT, all data, records and other evidence pertaining to costs incurred by DLC that are not proprietary, in connection with this agreement for the purpose of an audit or other examination.

19. The Pennsylvania Right-To-Know Law, 65 P.S. §§ 67.101-3104, applies to this Agreement. Therefore, this Agreement is subject to, and the Utility shall comply with, the clause entitled "Contract Provisions – Right to Know Law," attached hereto and made a part hereof as **Exhibit C**. As used in this Agreement, the term "Contractor" refers to "DLC" or "Utility."

20. The parties understand that this AGREEMENT does not create or intend to confer any rights in or on persons or entities not a party to this AGREEMENT.

21. This AGREEMENT and its construction and enforceability shall be interpreted under the laws of the Commonwealth of Pennsylvania.

22. The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this AGREEMENT.

23. The parties shall perform their respective obligations under this AGREEMENT in compliance with any and all applicable federal and state laws.

24. This AGREEMENT, when executed, approved and delivered, together with all exhibits incorporated by reference, shall constitute the entire agreement between the parties and there are no other representations or agreements, oral or written, except as expressly set forth in this document. This AGREEMENT may not be amended or modified except by a written agreement signed by the parties hereto.

IN WITNESS WHEREOF, DLC and the DEPARTMENT, and DMVA, acting through their duly authorized officers, have caused these presents to be executed, effective on the day and year first mentioned above.

ATTEST:

DUQUESNE LIGHT COMPANY

Digitally signed by Levey Gannon
DN: cn=Levey Gannon, o=Legal Services, email=lgannon@dnlght.com, c=US
Date: 2015.02.10 13:20:19 -05'00'

Name:
Title:

Scott R. Ward
Name: Scott R. Ward
Title: Director, Engineering and Programs

Vendor No. _____

Federal ID No. _____

APPROVED:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES

N/A
Governor

Elizabeth A. O'Reilly
ELIZABETH A O'REILLY
Deputy Secretary for Public Works

Junheng Luo 4/21/2015
Comptroller Operations
FC# 4000019302

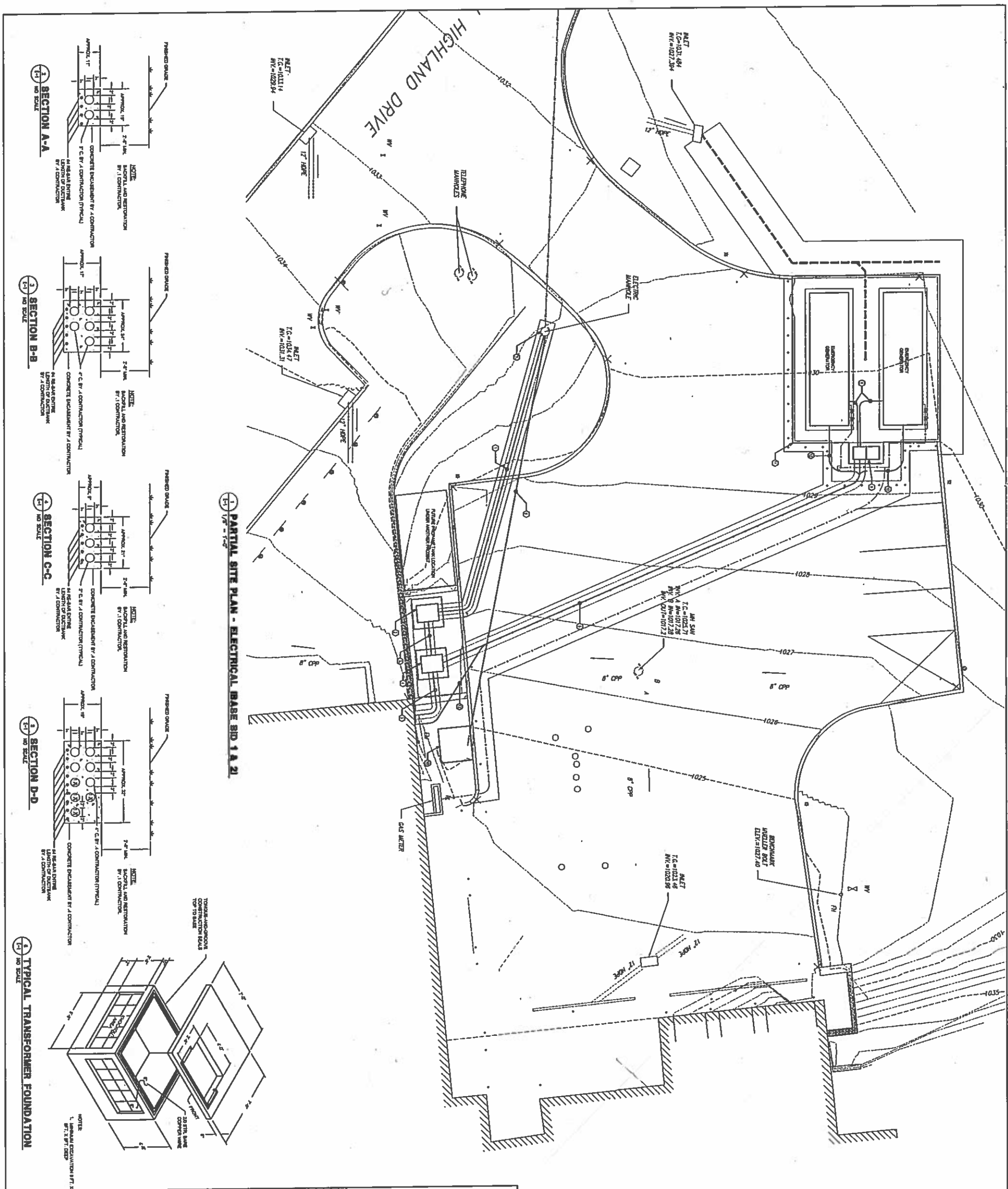
DEPARTMENT OF MILITARY AND
VETERANS AFFAIRS
James R. Joseph
James R. Joseph
MG, PAARNG
Acting Adjutant General

APPROVED FOR FORM AND LEGALITY

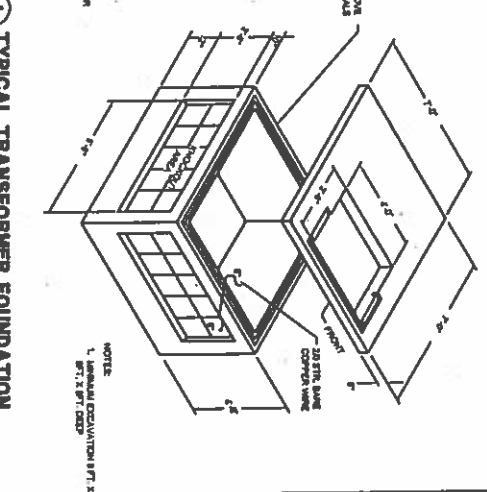
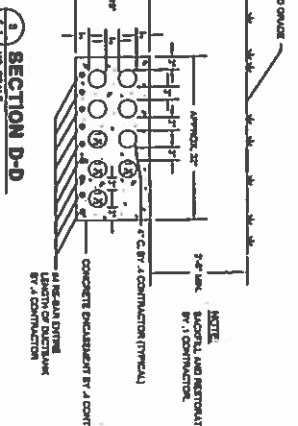
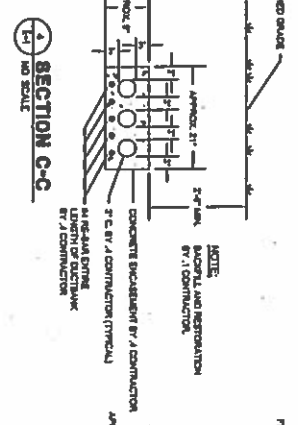
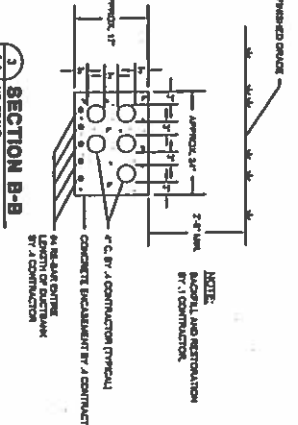
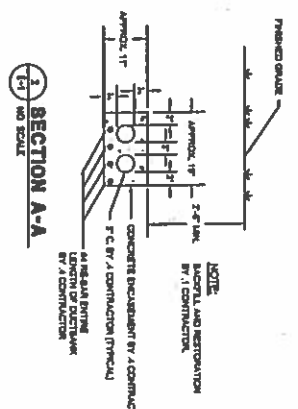
Araceli
Office of Chief Counsel, DGS
Debra E. Di...
Office of General Counsel

Valerie B...
Office of Chief Counsel, DMVA
Wesley White 4/14/15
Office of Attorney General

Exhibit A

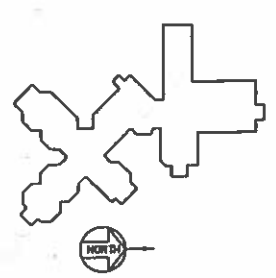


1 PARTIAL SITE PLAN - ELECTRICAL BASE BID 1A 2I
1/8" = 1'-0"



- MANUFACTURED NOTES:**
1. REFER TO ELECTRICAL SYMBOLS LIST FOR A COMPLETE LIST OF ELECTRICAL SYMBOLS AND TO THE GENERAL NOTES FOR A COMPLETE LIST OF ELECTRICAL SYMBOLS.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARMS CODE (NFPA).
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE PENNSYLVANIA ELECTRICAL CODE (PAECC).
 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE PENNSYLVANIA FIRE ALARMS CODE (PAFAC).
 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE PENNSYLVANIA ELECTRICAL CODE (PAECC) AND THE NATIONAL FIRE ALARMS CODE (NFPA).
 6. ALL WORK SHALL BE IN ACCORDANCE WITH THE PENNSYLVANIA ELECTRICAL CODE (PAECC) AND THE NATIONAL FIRE ALARMS CODE (NFPA).
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 10. ALL WORK SHALL BE IN ACCORDANCE WITH THE PENNSYLVANIA ELECTRICAL CODE (PAECC) AND THE NATIONAL FIRE ALARMS CODE (NFPA).

CAMPUS | KEYPLAN



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
 HARRISBURG, PENNSYLVANIA

PROJECT NO. D.O.S. A970-221

CL DUNCRING
 Director of General Services

John J. Key
 Project Manager

INSTALLATION EMERGENCY GENERATOR
SOUTHWESTERN VETERANS CENTER
 PITTSBURGH, ALLEGANY COUNTY, PENNSYLVANIA

PARTIAL SITE PLAN - ELECTRICAL (DATE 08/14/22)

SCALE: AS NOTED

DATE: 10-24-14

BY: [Signature]

APP. BY: [Signature]

NO. 1

E-1

Exhibit B



2825 New Beaver Avenue
Building #6
Pittsburgh, PA 15233-1003

August 28, 2014

Mr. Rodney Wolfe, PE
CJL Engineering
232 Horner Street
Johnstown, PA 15902

**RE: Southwestern Veterans Center
7060 Highland Ave, Pittsburgh, PA 15206
DL Costs for relocation of Electrical Service**

Dear Mr. Wolfe:

Duquesne Light has completed their estimate for the following work:

- Install new 750kVa transformer to new site location
- Install new primary cable from existing manhole to new transformer
- Removal of existing transformer
- Removal of primary cable from existing transformer to manhole

The cost associated with this work is \$20,000.

This cost doesn't include the following customer work:

- Installation of new precast transformer pad
- Installation of primary cable from the existing manhole to the proposed transformer site

Duquesne Light is in the process of designing the conduit and transformer pad drawing for this installation.

If you have any questions or need any additional information regarding this project, please give a call at 412-393-7813.

Sincerely,

A handwritten signature in black ink that reads 'Leonard Zapf'.

Leonard Zapf
Major Account Manager
Duquesne Light

Exhibit C

Contract Provisions – Right to Know Law 8-K-1532

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.