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May 8, 2019

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building, 2nd Floor
400 North Street
Harrisburg, PA 17120

Re: Municipal Contract - Right of Way Agreement between Duquesne Light Company and
the Municipality of Monroeville
Docket No. U-2019-_____

Dear Secretary Chiavetta:

Enclosed for review and approval in accordance with Section 507 of the Public Utility Code, 66 Pa.C.S. § 507 and 52 Pa. Code § 3.101, is a Right of Way agreement (“Agreement”) between Duquesne Light Company (“Company”) and the Municipality of Monroeville (“Municipality”). By this agreement, the Authority granted to Duquesne Light Company a right of way for the construction of transmission facilities related to the proposed Universal-Plum 138 kV project, presently pending before the Commission at Docket Nos. A-2018-3000708 et. al.

Consideration for this easement is addressed at pp. 2-3 of the Agreement. As indicated therein, the Company provided in-kind compensation, in the form of LED streetlight and fence installations, in consideration for the easement. The estimated value of such consideration is \$13,000.¹ The Company did not provide any additional consideration in exchange for the easement.

¹ Please note that the \$81,900 referenced at page 3 of the Agreement refers to estimated costs related to the Company’s LED streetlight program more generally. It does not reflect the value of consideration paid to the Municipality under the Agreement.



Please do not hesitate to contact me with any questions.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Michael Zimmerman", is written over the printed name.

Michael Zimmerman

Enclosures

DUQUESNE LIGHT CO. COPY
INDENTURE

THIS INDENTURE is made this 11th day of August, 2017,

B E T W E E N

MUNICIPALITY of MONROEVILLE of 2700 Monroeville Blvd., Monroeville, PA 15146-2359, Allegheny County, Pennsylvania, (hereinafter called "Grantor"),

A N D

DUQUESNE LIGHT COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office in the City of Pittsburgh, Allegheny County, Pennsylvania, (hereinafter called "Duquesne.")

W I T N E S S E T H:

WHEREAS, Grantor is the owner of a tract of land located on tax parcel no. 0639-K-00394-0000-00, Allegheny County, Pennsylvania and further described below (the "Property"); and

WHEREAS, Grantor deems granting an easement to Duquesne to be in the public interest for the purposes herein contained, upon the terms and conditions as hereafter set forth;

NOW THEREFORE, for the consideration set forth herein below and other good and valuable consideration, mutual benefits and the mutual promises and covenants made in this Indenture (this "Indenture"), the parties, for themselves and their successors and assigns, promise, covenant and agree as follows:

The Recitals of this Indenture are incorporated herein by reference as if set forth in their entirety.

Grantor does hereby give, grant, bargain, sell and convey unto Duquesne, its successors and assigns, forever, a perpetual easement and right of way (the "Easement") Seven Hundred Forty (740') feet in width, upon, over, under, along, across and through the Property, which is that certain tract of land situate in Municipality of Monroeville, Allegheny County, Pennsylvania, and bounded and described generally as follows:

On the West by Union Railroad, on the North by Atlantic Crossing, L.P., on the East by Garden City Plan of Lots, South by Municipality of Monroeville; which tract of land on the Allegheny County Tax Records, by deed dated November 3, 1977, and of record in the Office of the Recorder of Deeds of Allegheny County, in Deed Book Volume 5864,

Page 309, conveyed to The Municipality of Monroeville, the Grantor herein, the Easement herein granted being for a transmission system (hereinafter called "The System") for the conveyance, transmission, distribution and use of electric current and/or communications services, consisting of cables and wires, supported on poles, H-frames, towers, columns and support structures and together with such crossarms, anchors, guys and other fixtures and apparatus as Duquesne may at any time and from time to time deem necessary or proper; together with the following rights, privileges and authority: to erect, construct, use, operate, own, maintain, repair, renew and finally remove The System; to trim or remove, and control the growth of, by any means selected by Duquesne, any trees, brush or shrubbery, and to remove obstructions which at any time may interfere or threaten to interfere with the erection, construction, use, operation, maintenance, repair, renewal and final removal of The System; to enter upon the Property at any time for such purposes; and to sublet or assign Duquesne's interest, in whole or in part, without the prior consent of Grantor.

The Easement shall extend from the Union Railroad Road on the West to Atlantic Crossing, L.P. property on the North. The centerline of the Easement herein granted shall be located substantially at the location indicated on Duquesne's Drawing No. LL-8638, attached hereto and made a part hereof, and shall be finally evidenced by a line connecting the center points of the support structures.

The Property may always be used by Grantor, for such uses and purposes as are not inconsistent with and will not interfere with the erection, construction, use, operation, ownership, maintenance, repair, renewal and final removal of The System; provided, however, that no buildings or structures other than fences shall be located or constructed by the Grantor within the limits of the Easement; and provided, further, that the Grantor, in the use of the Property, shall not damage or injure any of Duquesne's property on the Easement, nor interfere in any manner with the erection, construction, use, operation, ownership, maintenance, repair, renewal and final removal of The System.

Duquesne will upgrade one hundred (100) lights in the Municipality of Monroeville to energy efficient LED lights (the "LED Lights") and provide a fence and gate on nearby land owned by Duquesne to control access to Duquesne's transmission towers located on the Property. The acquisition and installation of the LED Lights, the

fence and the gate shall be at Duquesne's sole expense and shall be consideration to Grantor of Eighty Thousand Nine Hundred Dollars (\$81,900.00) for the rights granted hereunder.

Duquesne will file a copy of this Indenture with the Pennsylvania Public Utility Commission as required by Title 66, Section 507 of the Public Utility Code and this Indenture shall become effective in accordance therewith.

NOTICE--THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the act of July 17, 1957, P.L. 984, as amended.)

This Indenture shall be binding upon and inure to the benefit of all the parties hereto, and their respective heirs, successors and assigns.

WITNESS the hand(s) and seal(s) of the Grantor the day and year first above written.

ATTEST/WITNESS:

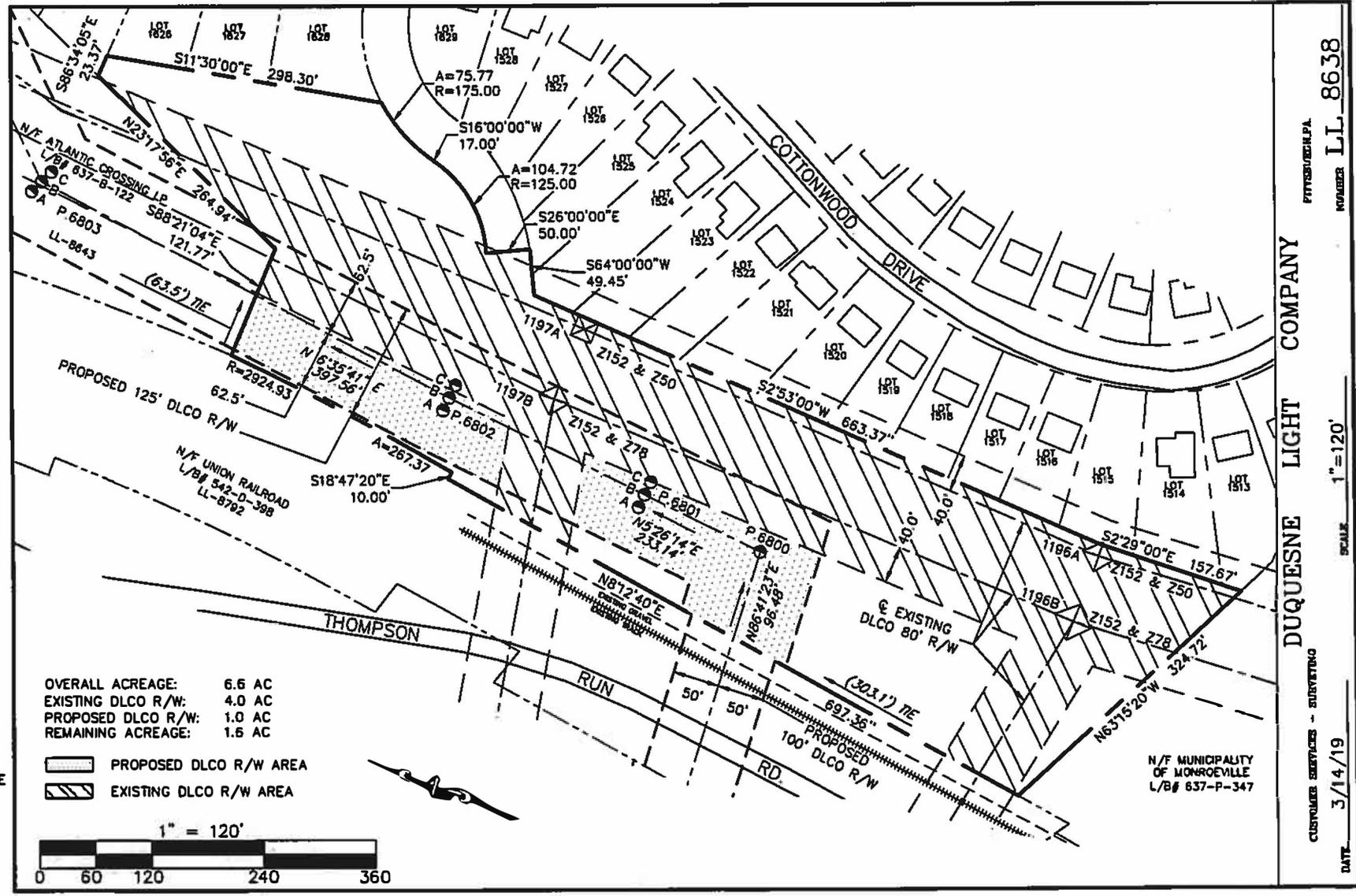
GRANTOR

Dora L Brown

Timothy J. Little

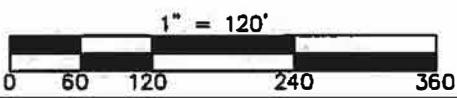
Dora L Brown

[Signature]



OVERALL ACREAGE: 6.6 AC
 EXISTING DLCO R/W: 4.0 AC
 PROPOSED DLCO R/W: 1.0 AC
 REMAINING ACREAGE: 1.6 AC

 PROPOSED DLCO R/W AREA
 EXISTING DLCO R/W AREA



- NOTES:
1. ALL BUILDING AND ROAD LOCATIONS ARE FROM DUQUESNE LIGHT GIS DATA
 2. THIS IS NOT A BOUNDARY SURVEY.
 3. THIS DRAWING REPLACES LL-4842 DATED 02/23/54.

PITTSBURGH, PA
 ROYAL LL 8638
 DUQUESNE LIGHT COMPANY
 CUSTOMER SERVICES - SURVEYING
 DATE 3/14/19
 SCALE 1" = 120'

- REVISIONS:
- UPDATED PROPERTY W/DEED
 - UPDATED R/W
 - UPDATED ADJOINERS
- BY JLS 2/19/18
- ADDED RR TRACKS
- BY JDJ 10/31/18
- REVISED POLE LOCATIONS
- BY JLS 3/13/19

- SURVEY NOTES:
- DATE OF SURVEY: 01/14/17
- SET IRON ROD UNLESS OTHERWISE NOTED
 - FOUND IRON ROD UNLESS OTHERWISE NOTED
 - N/F NOW OR FORMERLY
 - L/B# TAX IDENTIFICATION
 - FND FOUND
 - I.P. IRON PIN
 - CONC CONCRETE
 - R/W RIGHT-OF-WAY
 - POB POINT OF BEGINNING
- A ARC
 - R RADIUS
 - STY STORY
 - PBV PLAN BOOK VOLUME
 - PG PAGE
 - DUQUESNE LIGHT POLE (EXISTING)
 - DUQUESNE LIGHT POLE (PROPOSED)
 - O.A. OVERALL

 Duquesne Light Our Energy...Your Power Customer Services - Surveying Dept. Pittsburgh, PA		UNIVERSAL - PLUM	
		MUNICIPALITY OF MONROEVILLE 637-K-394 / DB:5864 PG:309 MONROEVILLE TWP. ALLEGHENY CO.	
SCALE 1" = 120'	DATE 3/14/19	ARCH. APP.	APP. COMPLETE WITH DETAILS O.F.E. No. C.O. No.
	DRAWN JLS	ELECT. APP.	
	CHECKED	MECH. APP.	
	INSPECTED	STRUCT. APP.	

UNIVERSAL - PLUM	
MUNICIPALITY OF MONROEVILLE 637-K-394 / DB:5864 PG:309 MONROEVILLE TWP. ALLEGHENY CO.	
APP. COMPLETE WITH DETAILS	O.F.E. No.
	C.O. No.

LL 8638