



**Emily M. Farah**  
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May 13, 2019

## **VIA ELECTRONIC FILING**

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

Re: Easement and Right of Way Agreement between Duquesne Light Company and the Allegheny County Airport Authority  
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 dated March 25, 2019 ("Agreement") between Duquesne Light Company ("Duquesne Light" or the "Company") and the Allegheny County Airport Authority. The Allegheny County Airport Authority granted to Duquesne Light Company a right of way on its property, which provides the right to erect, install, use, own, operate, maintain, repair, renew and remove an electrical line. Allegheny County Airport Authority is compensating Duquesne Light for the cost for the work proposed as outlined in paragraph 5 of the enclosed Agreement and in accordance with the Company's electric retail tariff Rule No. 9 ("Rule No. 9"). In relevant part, Rule No. 9 states:

When requested or required by the action of a customer or a third party, relocation of Company facilities, except those covered under Section A of this Rule, will be performed by the Company upon receipt, in advance, of the Company's estimated total direct and indirect costs including the related income tax of such relocations from the customer or such third party. The Company may waive charges under this rule if, in the Company's judgment, the location of the Company's existing supply line and/or service line on the customer's property restricts the growth of the customer's operations and the potential increase in the Company's revenues.



Should you have any questions regarding the enclosed right of way, please contact Garbie Dukes at 412-393-8611.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Emily M. Farah", is written over the typed name.

Emily M. Farah  
Attorney ID#322559

Enclosures

**ALLEGHENY COUNTY AIRPORT AUTHORITY  
PITTSBURGH INTERNATIONAL AIRPORT  
ALLEGHENY COUNTY AIRPORT**

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**APPROVAL NO: 21-19**

**DATE AUTHORIZED: 01/18/2019**

**REQUESTING DEPARTMENT: Business  
Development**

**PROCESSING DATE: 04/05/2019**

**CONTRACT#**

**4185**

**VENDOR NAME: Duquesne Light Company**

**DESCRIPTION: Reimbursement Agreement for electrical services  
relocation for the Pittsburgh Airport Innovation Campus site for the amount  
of \$100,594.85. The term will be for 12 months from notice to proceed.**

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**Fully executed copies of the above-referenced agreement are returned herewith. You are requested to refer to the Contract number given above on any correspondence relating to your agreement.**

**CC: Woodrow, Amuso, Storer, Mattiko, Croco, File**

## LICENSE AGREEMENT

**THIS AGREEMENT** made and entered into this 25<sup>th</sup> day of MARCH, 2019, 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**, ACAA has or is in the process of development at Pittsburgh Airport Innovation Campus (the "PAIC") portion of the Pittsburgh International Airport property; and

**WHEREAS**, in order to accommodate said development, ACAA requested DUQUESNE relocate electric lines, poles, guys, fixtures and apparatus ("Facilities"); and

**WHEREAS**, ACAA desires to grant DUQUESNE a license to relocate the Facilities and agrees to reimburse DUQUESNE for utility installation/relocation costs required by the PAIC and

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

**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 and license unto DUQUESNE, its successors and assigns forever, an easement and right of way, upon, over, under, along, across and through County land situate in Moon Township, Allegheny County, Pennsylvania, said easement and right of way granted being for providing, transmitting and/or distributing electric and/or internal communications services for any and all purposes, the right, privilege and authority to erect, install, relocate, use, own, operate, maintain, repair, renew and finally remove an electric line, and other fixtures and apparatus thereto (the "System") belonging, upon, over, under, along, across and through Airport Property on Clinton Road situate in Moon Township, Allegheny County, Pennsylvania, and shown on DUQUESNE Drawing No. 459591-T1, 459591-T2, 459591-T3, 459591-T4, and 459591-T5, attached hereto as Exhibit A. 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 electric line; 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 System 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 electrical system and facilities that DUQUESNE plans for the right-of-way 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 grant of license to DUQUESNE 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 prior notice before entering the Property and (ii) to abide by Grantor's reasonable security procedures, requirements and construction schedule shall terminate upon the sale, transfer, assignment, conveyance of the Property to a private party for redevelopment.

5. ACAA agrees to reimburse DUQUESNE for all costs for installation of the Facilities based upon DUQUESNE's price quotes. In no event, shall ACAA pay or be obligated to pay more than ONE HUNDRED THOUSAND FIVE HUNDRED AND NINETY-FOUR DOLLARS AND EIGHTY-FIVE CENTS (\$100,594.85).

6. 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 Industrial Park 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 facilities or equipment.

7. DUQUESNE shall, at its own cost and expense, maintain in effect the insurance required by the Authority 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 Chief Executive Officer 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 Chief Executive Officer.

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

9. ACAA hereby represents and warrants to DUQUESNE that in accordance with the terms of the Airport Transfer Management Agreement and Lease dated September 16, 1999 entered into between the ACAA and Allegheny County (the "County"), 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.

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

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

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

13. 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.

WITNESS:

*Gabrie Dukes*

DUQUESNE LIGHT COMPANY

BY *J.L. Hannon*

TITLE *Sr. Mgr., Real Estate*

ATTEST

*Angela M McPhee*

ALLEGHENY COUNTY AIRPORT AUTHORITY

*Christina A. Cassotis*

Christina A. Cassotis  
Chief Executive Officer

APPROVED:

*Dale Cottrill*

Dale Cottrill,  
Chief Financial Officer

TAXPAYER IDENTIFICATION  
Employer Identification Number

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Social Security Number

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Agreement between the Allegheny County Airport Authority and Duquesne Light Company duly authorized on January 18, 2019 at Approval No. 21-19.

## EXHIBIT B

### INSURANCE

The Contractor shall, at its sole cost and expense maintain in effect the following insurance coverages at all times during the term of the Agreement, and prior to the execution of this Agreement, shall deliver to the Authority certificates setting forth required insurance. *The Authority and its Board of Directors and the County of Allegheny shall be named as additional insured to each policy excluding workers compensation and professional liability coverage.* Additional Insured coverage on the Contractor's General Liability policy will apply to both Premises/Operations and Products/Completed Operations. Additionally, Contractor's General Liability policy will be endorsed to be primary with respects to The Authority's liability coverage and Contractor acknowledges that The Authority's liability coverage will be non-contributory with the Contractor's General Liability policy in the event of a loss. *Each policy shall be endorsed to provide for 30 day written notice to the Authority in the event of termination, cancellation, non-renewal or material change in the terms of the contract.* Contractor will disclose any policies wherein they are self-insured.

A. Workers' compensation coverage as required by law and employer's liability coverage (\$1,000,000/\$1,000,000/\$1,000,000).

B. Commercial general liability insurance with a combined single limit of liability of FIVE MILLION DOLLARS (\$5,000,000) for bodily injury and property damage. *The policy must be written on an Occurrence form*

C. Automobile Liability insurance covering all owned, non-owned and hired motor vehicles with a combined single limit of not less than FIVE MILLION DOLLARS (\$5,000,000) for bodily injury and property damage.

D. Contractor agrees to comply with all safety recommendations made by the Authority or its Insurers.

E. Neither party hereto shall be liable to the other party or to the insurer of 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 that party's property insurance coverage carried for such other party's protection with respect to such loss or damage. The provisions of this Subparagraph (F) shall apply only to the extent permitted by provisions of the insurance policy in question.

F. Such other insurance in amounts and containing provisions as the Authority may reasonably, from time to time in his discretion, require.

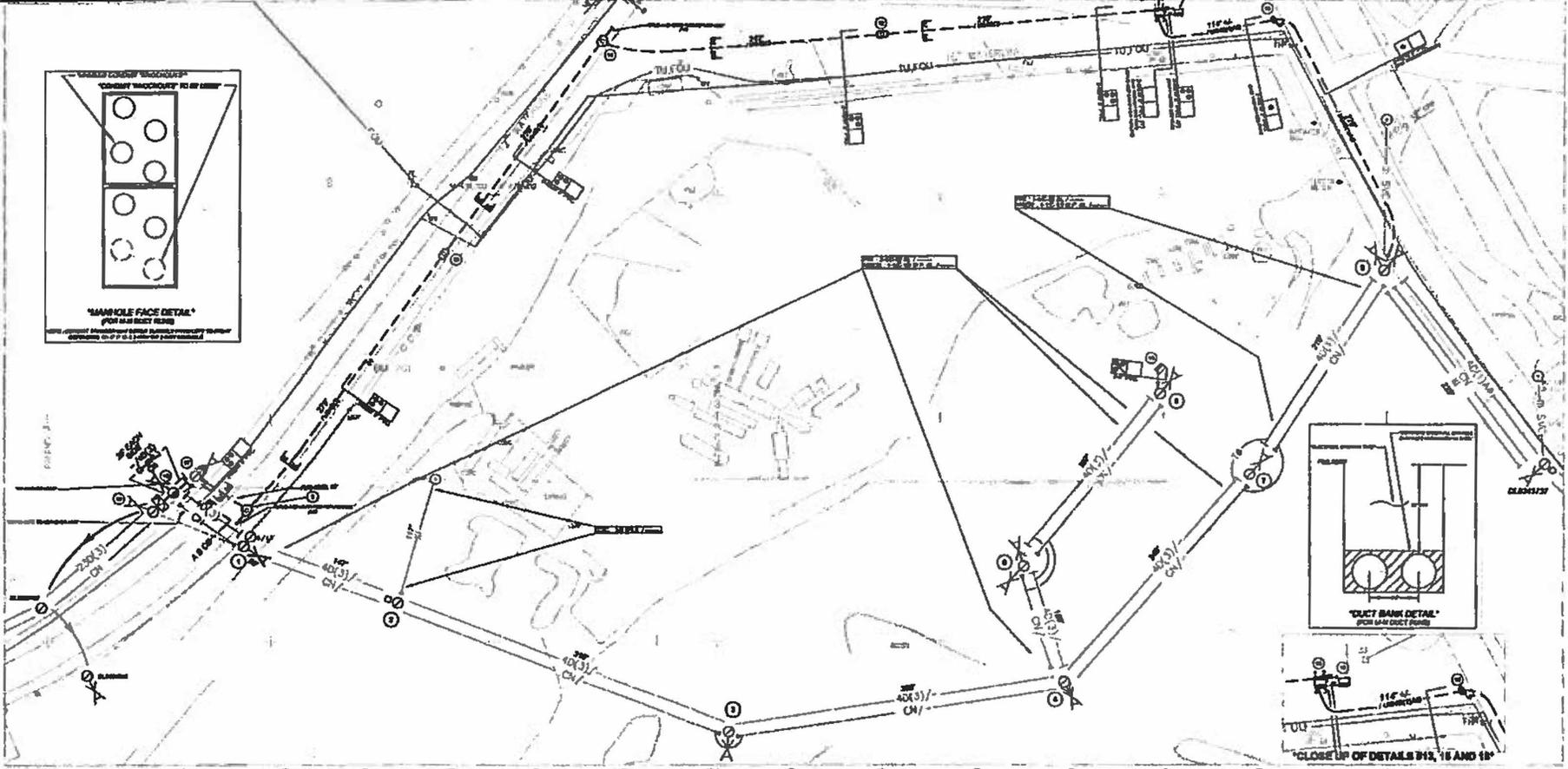
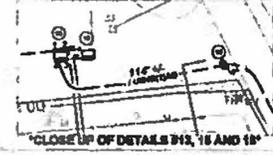
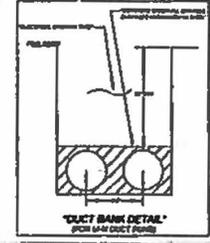
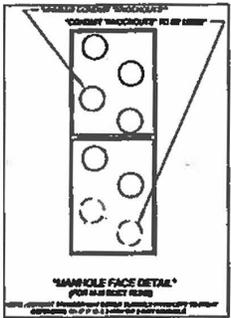
G. The Authority, in its discretion, may modify or waive any of the foregoing requirements, and may approve such deductibles deemed appropriate.

No. 459591-T1

MAP: 0004  
 CDE: 4321  
 CCI: 022008



DESIGN PER CHEEVAL  
 SERIAL NUMBER  
 MOD. TWP. : 2918-182-0977  
 POLKAT TWP. : 2918-182-0974  
 MATERIAL MEMOS  
 18000281



SYMBOL	DESCRIPTION
(Symbol)	36 INCH DIAMETER MANHOLE
(Symbol)	36 INCH DIAMETER DUCT BANK
(Symbol)	400(3) OH
(Symbol)	...

\*RELATED DRAWINGS\*

- 459591-T2 - CIRCUIT MAP REVISIONS, CONDUIT AND MANHOLE NOTES
- 459591-T3 - PUM-9 PAD DETAIL
- 459591-T4 - 3P SECTIONALIZING ENCLOSURE DETAIL
- 459591-T5 - 4KV PRIMARY METERING PAD DETAIL

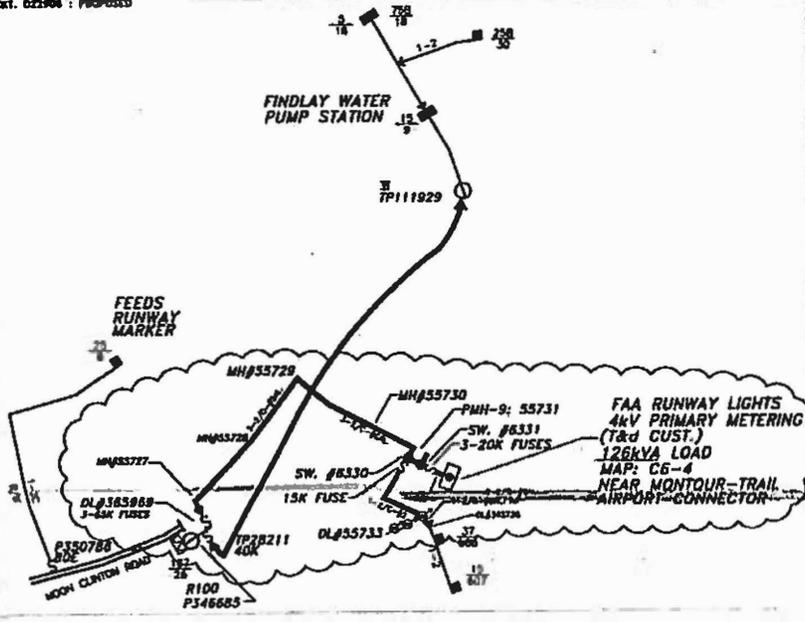
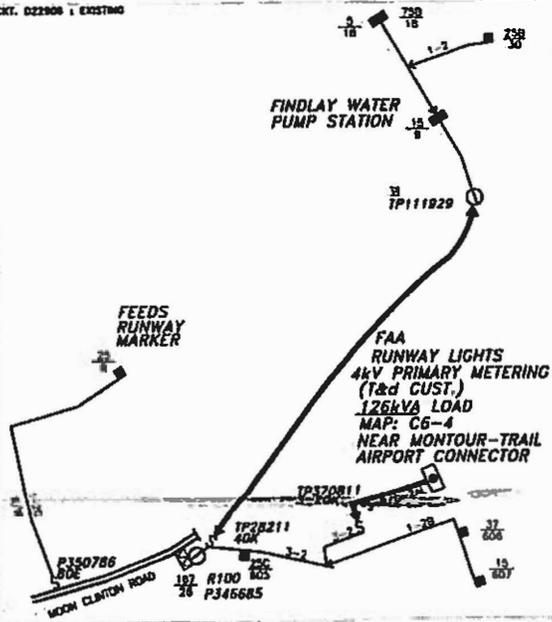
SPEC. 7500002 REV. D - ELECTRICAL DUCT/BANK STRUCTURAL DESIGN GUIDELINES

	CLINTON RD. MOON TWP.	
	17-0005	459591-T1

No. 459591-T2

CKT. 022900 EXISTING

CKT. 022900 PROPOSED



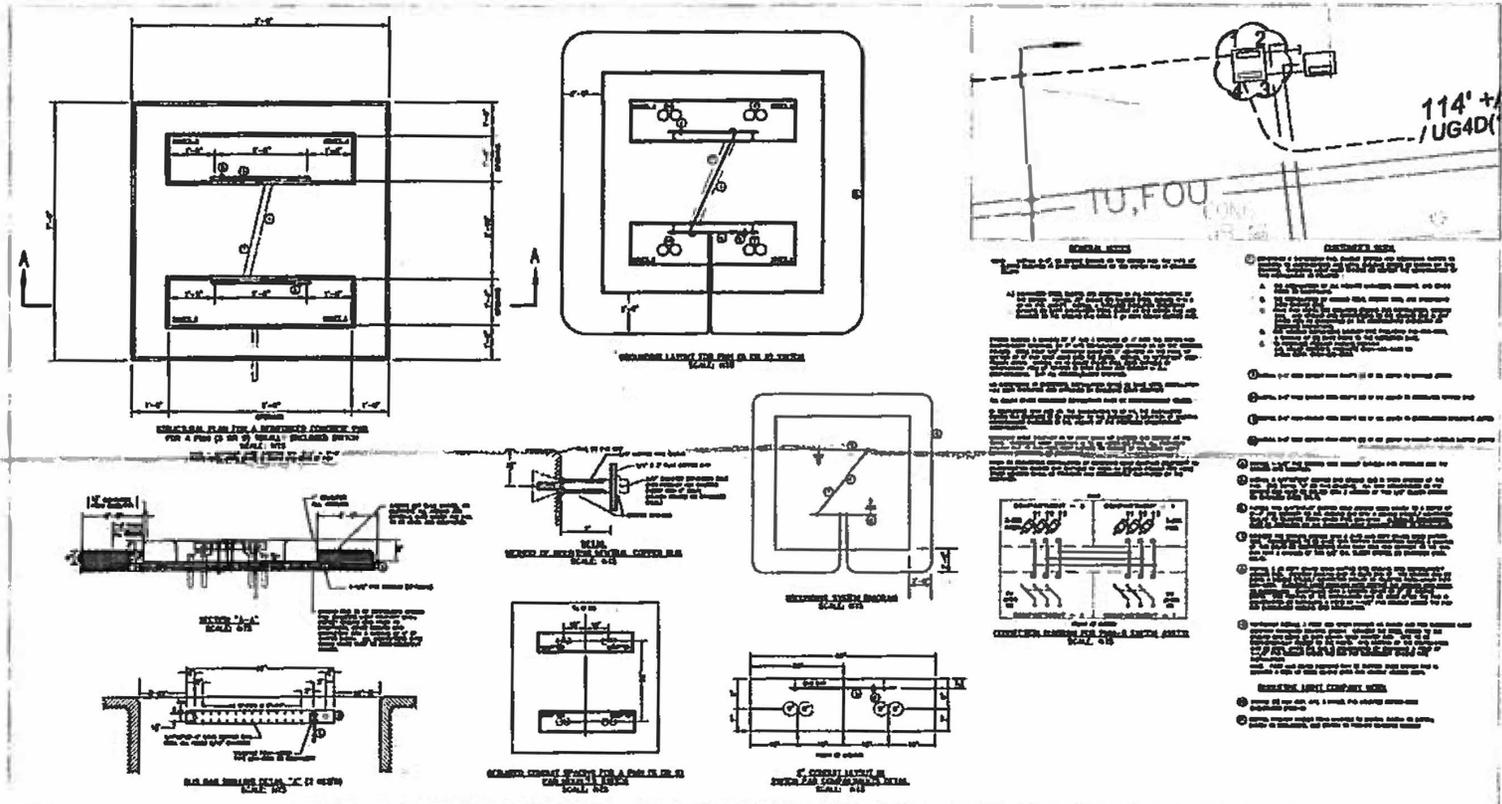
- NOTES**
1. CONDUIT TO BE 2" (1-1/2" MINIMUM) AND 1/2" (1-1/2" MINIMUM) IN DIAMETER AT ALL POINTS UNLESS OTHERWISE SPECIFIED.
  2. ALL CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B.
  3. ALL CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B.
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  18. ALL CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B.
  19. ALL CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B.
  20. ALL CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B.

MAP: 022904  
 CDS: 4321  
 CKT: 022900

DESIGN BY: CH2M HILL  
 SERIAL NUMBER: 1000000000  
 MOON TWP.: 2018-162-0077  
 FINDLAY TWP.: 2018-162-0077  
 MATERIAL NUMBER: 1000000000

- RELATED DRAWINGS**
- 459591-T1 - DDC CONSTRUCTION PRINT
  - 459591-T5 - PMH-B PAD DETAIL
  - 459591-T4 - 3Ø SECTIONALIZING ENCLOSURE DETAIL
  - 459591-T3 - 4KV PRIMARY METERING PAD DETAIL
- SPCC - 7000002 REV. D - ELECTRICAL DUCTWIRE STRUCTURAL DESIGN GUIDELINES

Duquesne Light T&E Engineering		ACAA WORLD TRADE CENTER CLINTON RD. MOON TWP.	
DATE: 9/26/18 BY: M. PALLAZO CHECKED:	DATE: 10/11/18 BY: D. HILL	17-0005	459591-T2



**GENERAL NOTES**

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING CURBS AND SIDEWALKS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING LANDSCAPE AND PLANTING.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PAVEMENT AND DRIVEWAYS.
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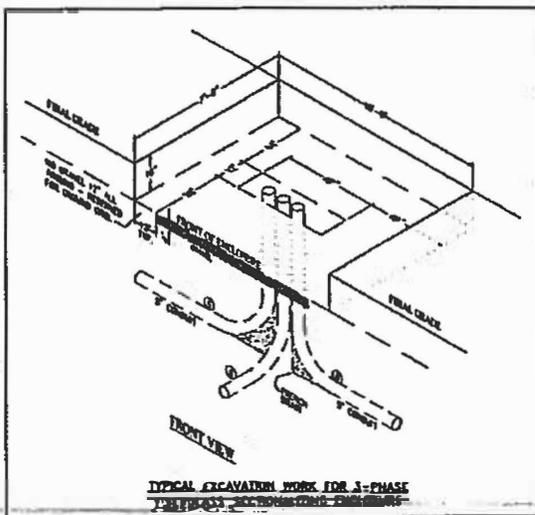
**CONTRACTOR'S NOTES**

1. THE CONTRACTOR HAS REVIEWED THE DRAWINGS AND FOUND THEM TO BE COMPLETE AND CORRECT.
2. THE CONTRACTOR HAS REVIEWED THE DRAWINGS AND FOUND THEM TO BE COMPLETE AND CORRECT.
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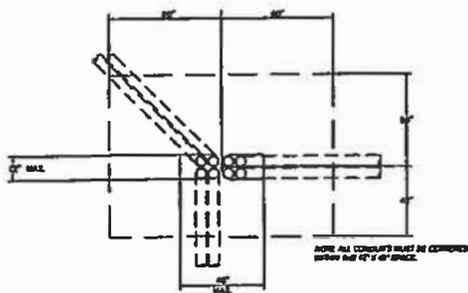
\*RELATED DRAWINGS\*

- 459591-11 - DLCO CONSTRUCTION FRONT
- 459591-12 - CIRCUIT MAP REVISIONS, CONDUIT AND MANHOLE NOTES
- 459591-14 - 30 SECTIONALIZING ENCLOSURE DETAIL
- 459591-15 - 48V PRIMARY METERING PAD DETAIL
- SPEC. T500002 REV. D - ELECTRICAL DUCTBANK STRUCTURAL DESIGN GUIDELINES

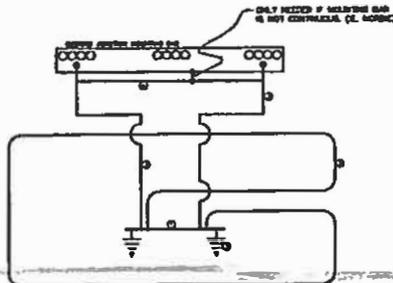
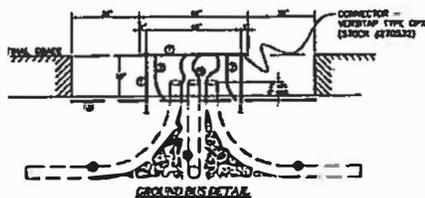
<b>Duquesne Light</b> Our Energy... Your Power T&D Engineering		ACAA WORLD TRADE CENTER CLINTON RD. MOON TWP.	
SCALE	DATE	BY	CHECKED
N.T.S.	9/14/18	D. Allen	10/1/18
NO.	17-0005	REV.	459591-T3



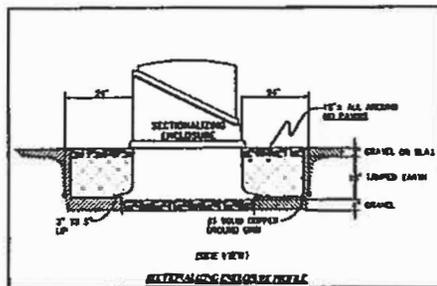
TYPICAL EXCAVATION WORK FOR 3-PHASE UTILITY SECTIONING ENCLOSURES



FRONT OF ENCLOSURE  
TYPICAL CONDUIT AND THEIR PLACEMENT  
SECTIONING ENCLOSURE DETAIL  
#18011111



GROUNDING SCHEMATIC



SECTIONING ENCLOSURE DETAIL

**GENERAL NOTES**

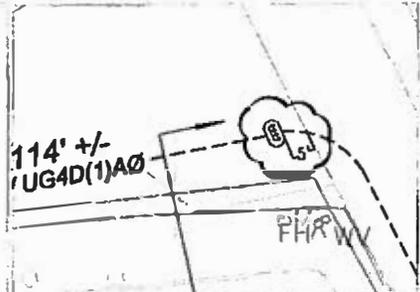
- 1. ALL MATERIALS TO BE USED SHALL BE OF THE BEST QUALITY AVAILABLE AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ENGINEER.
- 2. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B.
- 3. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B.

**ENCLOSURE LIGHTING SYSTEM**

1. PROVIDE ONE (1) 150 WATT LED LIGHTING SYSTEM WITH ONE (1) 150 WATT LED LIGHT BULB AND ONE (1) 150 WATT LED LIGHT FIXTURE.
2. PROVIDE ONE (1) 150 WATT LED LIGHTING SYSTEM WITH ONE (1) 150 WATT LED LIGHT BULB AND ONE (1) 150 WATT LED LIGHT FIXTURE.
3. PROVIDE ONE (1) 150 WATT LED LIGHTING SYSTEM WITH ONE (1) 150 WATT LED LIGHT BULB AND ONE (1) 150 WATT LED LIGHT FIXTURE.
4. PROVIDE ONE (1) 150 WATT LED LIGHTING SYSTEM WITH ONE (1) 150 WATT LED LIGHT BULB AND ONE (1) 150 WATT LED LIGHT FIXTURE.

**ENCLOSURE WORK**

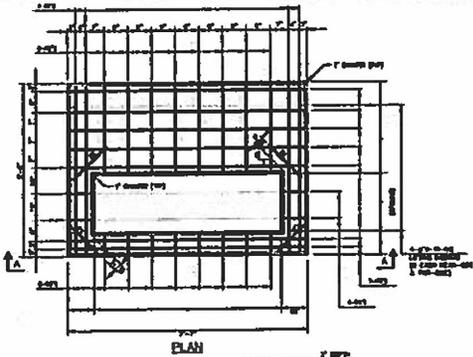
1. REMOVE ALL THE OLD MATERIALS AND INSTALL NEW MATERIALS AS SHOWN ON THE DRAWINGS.
2. PROVIDE ONE (1) 150 WATT LED LIGHTING SYSTEM WITH ONE (1) 150 WATT LED LIGHT BULB AND ONE (1) 150 WATT LED LIGHT FIXTURE.
3. PROVIDE ONE (1) 150 WATT LED LIGHTING SYSTEM WITH ONE (1) 150 WATT LED LIGHT BULB AND ONE (1) 150 WATT LED LIGHT FIXTURE.
4. PROVIDE ONE (1) 150 WATT LED LIGHTING SYSTEM WITH ONE (1) 150 WATT LED LIGHT BULB AND ONE (1) 150 WATT LED LIGHT FIXTURE.



**RELATED DRAWINGS**

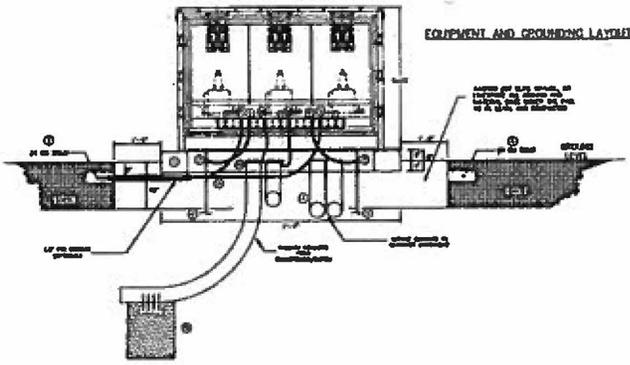
- 459591-11 - OLD CONSTRUCTION FRONT
- 459591-12 - CREDIT MAP REVISIONS, CONDUIT AND MANHOLE NOTES
- 459591-13 - PUP-9 PAD DETAIL
- 459591-14 - 44V PRIMARY METERING PAD DETAIL
- SPEC. 7300002 REV. D - ELECTRICAL DUCT/TRANS STRUCTURAL DESIGN GUIDELINES

<b>Duquesne Light</b>		Our Energy... Your Power		T&D Engineering		ACAA WORLD TRADE CENTER		CLINTON RD.		MOON TWP.	
DATE	BY	DATE	BY	DATE	BY	SCALE	PROJECT	NO.	NO.	NO.	NO.
N.T.S.	M. PELLACCO	0/3/18	S. B. L. L. L.	10/1/18				A	17-0005	459591-T4	0



**PRECAST CONCRETE NOTES**

1. REINFORCING BARS SHALL BE #3 BARS.
2. REINFORCING BARS SHALL CONFORM TO ASTM A-616, GRADE 60 AND SHALL BE FURNISHED IN ACCORDANCE WITH AIA 308-05.
3. MINIMUM COVERING THICKNESS OF THE CONCRETE SHALL BE 4 INCH FOR 10 TO 24 IN.
4. REINFORCING BARS TO MAKE AT LEAST 1\"/>



TU, FOU  
 10/1/19



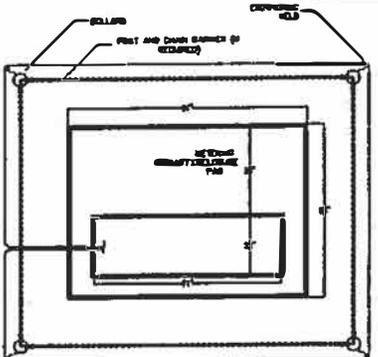
**CUSTOMER'S WORK**

1. PROVIDE A PERMANENT WEATHER RESISTANT PAD, CONDUIT ENTRY AND GROUNDING SYSTEM TO SUPPORT METERING EQUIPMENT AND SHALL BE INSTALLED AS SHOWN ON THIS DRAWING. PROVIDE THE INSTALLATION OF CONDUIT, AND SHALL BE INSTALLED AS SHOWN ON THIS DRAWING. PROVIDE THE INSTALLATION OF CONDUIT, AND SHALL BE INSTALLED AS SHOWN ON THIS DRAWING.
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**GENERAL NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARMS CODE (NFPA).  
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\*RELATED DRAWINGS\*  
 459591-T1 - BLDG CONSTRUCTION PRINT  
 459591-T2 - CIRCUIT MAP REVISIONS, CONDUIT AND MANHOLE NOTES  
 459591-T3 - PWR-B PAD DETAIL  
 459591-T4 - 3P SECTIONALIZING ENCLOSURE DETAIL  
 SPEC. 7300002 REV. D - ELECTRICAL DUCT/BANK STRUCTURAL DESIGN GUIDELINES

		ACAA WORLD TRADE CENTER CLINTON RD. 4WV PRIMARY METERING PAD DETAIL	
DATE: 9/14/18 DESIGNED BY: M. PILLAI CHECKED BY: M. PILLAI	DATE: 10/1/19 DESIGNED BY: M. PILLAI CHECKED BY: M. PILLAI	SHEET NO.: A PROJECT NO.: 17-0005	DRAWING NO.: 459591-T5