



Michael Zimmerman  
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July 8, 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: Municipal Contract – Installation and License Agreements between Duquesne Light Company and the Port Authority of Allegheny County  
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, are an Installation Agreement and a License Agreement (included as Exhibit B to the Installation Agreement) dated June 27, 2019, between Duquesne Light Company and the Port Authority of Allegheny County (“Port Authority”). These Agreements provide for the Company to install and operate DC Fast Charging (DCFC) units, DCFC make ready infrastructure, and associated electric distribution facilities at the Port Authority’s East Liberty Bus Garage. The Agreements are executed pursuant to Paragraph 45 of the Joint Petition for Settlement in the Company’s most recent base rate case, Docket No. R-2018-3000124, which the Commission approved by Order entered December 20, 2018. Paragraph 45 provides in relevant part:

- a. The Company’s proposed DC Fast Charging Evaluation will be limited to make ready infrastructure, as defined in DLC Statement No. 6, and fast charging stations owned by the Company to be used solely for the Company and the Port Authority of Allegheny County electric bus evaluation. The cost associated with this investment included in rate base in this case is \$500,000.



Please do not hesitate to contact me with any questions.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Michael Zimmerman".

Michael Zimmerman  
Emily Farah  
*Counsel for Duquesne Light Company*

Enclosures

## INSTALLATION, OPERATION & MAINTENANCE AGREEMENT

This Installation, Operation & Maintenance Agreement (hereinafter "Agreement") made and entered into this 27<sup>th</sup> of JUNE, 2019 (the "Effective Date") is by and between the PORT AUTHORITY OF ALLEGHENY COUNTY, a body corporate and politic organized and existing under the Second Class County Port Authority Act of Pennsylvania, as amended, having its principal office at 345 Sixth Avenue, Third Floor, Pittsburgh, Pennsylvania 15222-2527, (hereinafter "AUTHORITY")

AND

DUQUESNE LIGHT COMPANY, a Pennsylvania limited liability company, having its principal office at 411 Seventh Avenue, Pittsburgh, Pennsylvania 15219, (hereinafter "DUQUESNE").

WITNESSETH:

Whereas, AUTHORITY is the owner of property known as the East Liberty Bus Garage (the "Property"), located adjacent to AUTHORITY's Martin Luther King, Jr. East Busway at 6831 Fifth Avenue in the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania 15206; and

Whereas, AUTHORITY intends to purchase certain battery electric buses, and requires compatible battery chargers at its East Liberty Bus Garage to support its planned battery electric bus operations; and

Whereas, DUQUESNE is an electric utility provider that distributes electric energy to commercial, industrial and residential customer meters throughout Allegheny County, Pennsylvania, including but not limited to the East Liberty Bus Garage; and

Whereas, DUQUESNE submitted an "EV ChargeUp Pilot Program" (hereinafter the "Program") as part of a rate case filing to the Pennsylvania Public Utility Commission at Docket No. R-2018-3000124; and

Whereas, the Program includes a 2019 DC Fast Charger (hereinafter "DCFC Unit") evaluation project (hereinafter the "Project") to support AUTHORITY battery electric buses at AUTHORITY's East Liberty Bus Garage; and

Whereas, AUTHORITY deems it to be in AUTHORITY's operational interest

and in the overall public interest to participate in the Project; and

Whereas, pursuant to the Program and the Project, AUTHORITY has requested DUQUESNE to install, at DUQUESNE's sole cost and expense, two (2) DCFC Units at AUTHORITY's East Liberty Bus Garage.

Whereas, AUTHORITY and DUQUESNE desire to establish their respective rights and obligations with respect to implementing the Project described in this Agreement, in order to collect certain data relevant to DCFC Unit evaluation.

NOW THEREFORE, for and in consideration of the mutual promises and covenants made in this Agreement, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

**A. DCFC UNITS:**

1. DUQUESNE hereby agrees to install, erect, own, use and finally remove two DCFC Units to be installed at AUTHORITY'S East Liberty Bus Garage. DUQUESNE has established a list of approved manufacturers for purchase of the DCFC Units, and DUQUESNE and AUTHORITY will confer and agree upon the selection of the DCFC Units vendor. The DCFC Units will include a minimum of a one – year warranty following installation. AUTHORITY represents that they have reviewed all DUQUESNE approved vendors and is responsible for ensuring that the mutually agreed vendor is compatible with the AUTHORITY battery electric buses. All Project updates relevant to AUTHORITY will be communicated to Joshua Banyas, AUTHORITY Manager of Capital Programs—Systems, or such other designated representative(s) that AUTHORITY may designate in writing, during the term of this Agreement. Mr. Banyas can be reached at (412) 566-5372, email JBanyas@PortAuthority.org.

2. The location and construction configuration of the DCFC Units and all related Electric Distribution Utility Infrastructure and Make-Ready Infrastructure (the "Facilities") are identified in Exhibit A, attached hereto and incorporated herein by reference. For purposes of this Agreement, "Electric Distribution Utility Infrastructure" shall mean the electric distribution service drop, new transformer (including transformer foundation) or transformer upgrades (as necessary to serve the new load), and a separate utility service meter for the DCFC Units; and "Make-Ready Infrastructure" shall mean the new electric service panel and all of the associated

conduit and conductor between the Electric Distribution Utility Infrastructure and the DCFC Units which are necessary to connect the DCFC Units.

3. DUQUESNE agrees to purchase a five year extended parts warranty covering semi-annual planned maintenance and remote diagnostics support for the two DCFC Units. All maintenance and repair of the DCFC Units shall be in compliance with the standards and requirements outlined by the chosen manufacturer. In addition to the annual maintenance covered under the extended warranty, DUQUESNE shall be responsible for procuring any additional maintenance or repair as needed. For any additional maintenance or repair, DUQUESNE shall be responsible for all of the final invoiced costs. All maintenance and repair will be performed through a qualified and reputable contractor. AUTHORITY acknowledges that DUQUESNE will not be maintaining spare DCFC Units. In the event of a failure, DUQUESNE will use reasonable efforts to replace the failed DCFC Unit(s) within a commercially reasonable timeframe.

4. DUQUESNE fleet vehicles may access the DCFC Units for charging time, upon seventy-two hours prior notice to AUTHORITY's designee in order to coordinate charging time, and following the DUQUESNE driver's prior completion of safety training as required by AUTHORITY.

5. AUTHORITY agrees to electronically transmit to DUQUESNE the data set forth in Appendix 1, attached hereto and incorporated herein by reference, for all DCFC Units on a recurring basis for either a five (5) year period following installation and use, or until earlier termination of this Agreement as provided for herein whichever occurs first.

**B. DUQUESNE FACILITIES:**

1. DUQUESNE hereby agrees to be responsible for the installation, construction, operation, maintenance, repair, and final removal of all required Electrical Utility Infrastructure and Make-Ready Infrastructure necessary to connect the DCFC Units to DUQUESNE'S distribution system. The responsibility for the installation and construction of the Electrical Utility Infrastructure, Make-Ready Infrastructure, and DCFC Units shall be as detailed and defined in Exhibit A and/or related drawings to the extent they are not inconsistent with this Agreement. All Project updates relevant to AUTHORITY will be communicated to Joshua Banyas, AUTHORITY Manager of Capital Programs—Systems, or

such other designated representative(s) that AUTHORITY may designate in writing, during the term of this Agreement. AUTHORITY will retain final authority and control over when work that will effect AUTHORITY's normal ongoing operations will take place and under what conditions and requirements, including any required safety awareness training, that DUQUESNE or its designated, qualified contractor shall complete before undertaking the work to install the Electrical Utility Infrastructure and Make-Ready Infrastructure.

2. DUQUESNE is the sole owner of the Electric Distribution Utility Infrastructure and Make-Ready Infrastructure, and is solely responsible for repair and maintenance, either directly or through engaging a qualified and reputable contractor, of the Facilities during construction and following installation.

3. DUQUESNE is the sole owner of the two (2) DCFC Units. AUTHORITY is responsible for DCFC Units' electricity use charges at the applicable service rate, and DUQUESNE acknowledges that AUTHORITY is required by law to utilize its public procurement procedures for identifying and acquiring its electricity supply needs.

4. Subject to coordination with AUTHORITY, DUQUESNE (and any agents, representatives, contractors, or consultants working on DUQUESNE's behalf) shall have the right of ingress, egress and regress to and from the Property for the purpose of installing, operating, maintaining, repairing and finally removing the Electric Distribution Utility Infrastructure and Make-Ready Infrastructure. These rights have been detailed in a License Agreement attached as Exhibit B. DUQUESNE will use reasonable efforts to do routine maintenance and repairs during the off-peak usage periods of the East Liberty Bus Garage and AUTHORITY'S transit operations/systems, with the exception of any required emergency maintenance or repairs. In the event that emergency maintenance and repairs are required and Mr. Banyas, or such other representative(s) that AUTHORITY may designate, is not available, DUQUESNE shall notify AUTHORITY's Police Department of the need to access the facilities, at (412) 255-1385.

**C. GENERAL TERMS:**

1. **Term.** This Agreement shall become effective on the Effective Date set forth above. This Agreement shall continue in effect for five (5) years from the date the first AUTHORITY bus begins charging at a DCFC Unit (the "Commencement Date"), and

shall automatically renew for one (1) year terms on an annual basis unless either party provides notice to the other party within ninety (90) days of expiration of the then current term, subject to the termination provisions set forth in this Agreement.

## **2. Termination.**

(a) DUQUESNE may terminate all or part of this Agreement if AUTHORITY fails to purchase the battery electric buses, provided, however, that prior to such termination DUQUESNE must have notified AUTHORITY in writing of its intent to terminate this Agreement, and AUTHORITY must have failed to cure, to the satisfaction of DUQUESNE, such noncompliance within thirty (30) days after receipt of such notice or such longer period as DUQUESNE agrees to.

(b) AUTHORITY may terminate all or part of this Agreement if DUQUESNE is in default of any of the terms and conditions of this Agreement, provided, however, that prior to such termination AUTHORITY must have notified DUQUESNE of its intent to terminate this Agreement, and DUQUESNE must have failed to cure, to the satisfaction of AUTHORITY, such noncompliance within thirty (30) days after receipt of such notice or such longer period as AUTHORITY agrees to. Additionally, DUQUESNE acknowledges and understands that AUTHORITY utilized various federal, state and/or local government funds to acquire and/or otherwise improve its property that DUQUESNE will have certain access rights to pursuant to this Agreement. If any of these funding entities would require AUTHORITY to terminate this Agreement, AUTHORITY shall have the right to terminate same upon providing prompt notice to DUQUESNE. Access rights shall terminate only after DUQUESNE has had the opportunity to remove all Facilities per Section C(2)(c). AUTHORITY acknowledges that DUQUESNE has no further obligation to provide any electricity service upon termination of access rights.

(c) Upon termination of this Agreement, DUQUESNE shall remove the Electric Distribution Utility Infrastructure, Make-Ready Infrastructure, and DCFC Units from the East Liberty Bus Garage at DUQUESNE'S own cost and expense within one hundred eighty (180) days from termination of the Agreement or such other timeframe as agreed upon by DUQUESNE and the AUTHORITY. If the Agreement is terminated early by DUQUESNE for cause or as a result of a funding entity requiring AUTHORITY to

terminate the Agreement, earlier than five (5) years from the Commencement Date , then AUTHORITY shall reimburse DUQUESNE for the actual costs and expenses incurred by DUQUESNE to remove the Electric Distribution Utility Infrastructure, Make-Ready Infrastructure, and DCFC Units from AUTHORITY's Property, as well as reimbursement for the stranded costs for the DCFC Units equal to: (a) 100% of DUQUESNE's final cost of the DCFC Units ("Final Costs") if termination occurs within the first twelve (12) months of this Agreement; (b) eighty percent (80%) of the Final Costs if termination occurs in months 13-24 of this Agreement; (c) sixty percent (60%) of the Final Costs if termination occurs in months 25-36 of this Agreement; (d) forty percent (40%) of the Final Costs if termination occurs in months 37-48 of this Agreement; or (e) 20% of the Final Costs if termination occurs in months 49-60 of this Agreement. Within thirty (30) days of the termination date of the Agreement by DUQUESNE for cause or by AUTHORITY as a result of a funding entity requirement, DUQUESNE will provide AUTHORITY with supporting documentation for the Final Costs incurred and acknowledges and agrees that: (1) the Final Costs submitted by DUQUESNE to and subject to reimbursement by AUTHORITY pursuant to this Agreement shall not include, and DUQUESNE will specifically not be entitled to, any of DUQUESNE's lost or anticipated lost profits; and (2) if the amount of the Final Costs submitted by DUQUESNE for reimbursement would exceed AUTHORITY management's limits of authority to approve payment of same, then reimbursement of such Final Costs to DUQUESNE will be further subject to review and approval by AUTHORITY's Board. AUTHORITY management will present such Final Costs to AUTHORITY's Board for review and consideration, in good faith and with a recommendation that AUTHORITY's Board approve such Final Costs for payment by AUTHORITY, within sixty (60) days of receipt of such Final Costs from DUQUESNE. DUQUESNE shall coordinate such removal with Mr. Banyas or such other designee as AUTHORITY may designate for the time and manner of removal.

3. AUTHORITY shall have the right to request the relocation of DUQUESNE's Facilities, or any portion thereof, to another location to be provided by AUTHORITY, and DUQUESNE agrees to relocate its Facilities, or any portion thereof, to such other location; provided, however, that the location provided by AUTHORITY is suitable for the performance of the Facilities, is consistent with DUQUESNE Electrical

Service Installation Rules, and the expenses of relocation, direct or indirect, are borne by AUTHORITY, its successors or assigns.

4. **Insurance.** Throughout the duration and limited as applicable under this Agreement, DUQUESNE and AUTHORITY will require any third party contractor accessing AUTHORITY's Property to work on, in or within the immediate vicinity of the DCFC Units and/or Facilities pursuant to this Agreement to maintain insurance coverages in accordance with the provisions set forth in Exhibit B, attached hereto and incorporated herein by reference.

5. **Liability.** AUTHORITY shall be liable for all claims, liability and expenses out of any bodily injury, death or damage to property caused by AUTHORITY'S (including any employees, agents, or invitees) negligence related to its use and operation of the DCFC Units or Facilities. Should the DCFC Units or Facilities need to be replaced ("Replacement Costs") due to AUTHORITY's negligence, DUQUESNE shall submit to AUTHORITY, with supporting documentation, the Replacement Costs for the DCFC Units and/or Facilities within thirty (30) days of the damage to the DCFC Units and/or Facilities requiring replacement. AUTHORITY will reimburse DUQUESNE for the Replacement Costs within thirty (30) days of receipt of the Replacement Cost documentation from DUQUESNE, unless the Replacement Costs exceed AUTHORITY management's limits of authority to approve payment of same. In those instances, then reimbursement of such Replacement Costs to DUQUESNE will be further subject to review and approval by AUTHORITY's Board. AUTHORITY management will present such Replacement Costs to AUTHORITY's Board for review and consideration, in good faith and with a recommendation that AUTHORITY's Board approve such Replacement Costs for payment by AUTHORITY, within sixty (60) days of receipt of such Replacement Costs from DUQUESNE. Notwithstanding the foregoing and to the extent that an individual or third party entity, through intentional, negligent, criminal and/or other conduct, would cause damage to the DCFC Units and/or Facilities requiring replacement, DUQUESNE and AUTHORITY will cooperate in good faith to seek recovery of the Replacement Costs from that individual or third party entity.

**6. Disclaimer of Consequential Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OVERHEAD EXPENSES OR LOSS OF ANTICIPATED PROFITS OR REVENUE OF THE OTHER PARTY, REGARDLESS OF WHETHER A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

7. DUQUESNE and AUTHORITY will coordinate to develop and implement promotion of the DCFC Evaluation Project, including joint press releases, press events(s) or other public relations activities. AUTHORITY will develop an exterior wrap design with co-branding to be placed on the first two AUTHORITY 40 foot New Flyer electric buses ("Pilot Buses") for one year following the date the Pilot Buses are placed into service by AUTHORITY. AUTHORITY will not place additional advertising on the exterior of the Pilot Buses during the initial one-year term. Nothing within this Section confers any rights to DUQUESNE for placement of advertisements inside the two Pilot Buses during the initial year, or thereafter. During the twelve months immediately following the initial one-year term, if AUTHORITY intends to offer exterior advertising space ("Ad Space") on the two Pilot Buses, AUTHORITY shall initially offer to DUQUESNE the opportunity to purchase the Ad Space ("Ad Offer") by giving DUQUESNE notice, in writing or through email, of AUTHORITY's intent to offer Ad Space opportunities (the "Ad Space Notice") The Ad Space Notice shall consist of: (i) AUTHORITY's notice that it intends to offer Ad Space; and (ii) the price at which Port Authority is willing to offer the Ad Space; and (iii) such other material business terms upon which Port Authority is willing to offer the Ad Space. The terms set forth in (ii) and (iii) herein shall be the same terms upon which AUTHORITY would offer the Ad Space to any other potential lessee or purchaser of the same. Within ten (10) days after DUQUESNE's receipt of the Ad Space Notice, DUQUESNE shall have the right, but not the obligation, to accept AUTHORITY's Ad Offer upon the terms set forth in the Ad Space Notice by delivering written notice accepting the Ad Offer. If DUQUESNE rejects or otherwise does not affirmatively respond to the Ad Offer within ten (10) days of receipt of the Ad Space Notice, AUTHORITY shall then have the full right and ability to sell the Ad Space as set forth in the Ad Offer to third parties and to retain any and all advertising revenues generated from same. Upon expiration or termination of the third party agreement, DUQUESNE's Ad Offer shall be reinstated for the remainder of the twelve month period that immediately follows the initial one-year term. All

advertising must comply with AUTHORITY's advertising rates and Board-adopted Advertising Policy, copies of which are available on AUTHORITY's website and as same may be updated by AUTHORITY, in its sole discretion, from time to time.

8. **Disputes.** Any dispute, controversy or claim arising out of or under this Agreement or its performance shall first be negotiated by the parties. Any disagreement or dispute between the parties shall, if not promptly resolved by mutual agreement, be reduced to writing and submitted to the project managers of each party designated to handle such disputes. In the event that the project managers are unable to resolve the dispute within thirty (30) days of the submittal, the dispute will be elevated to the executive officers of each party designated to handle such disputes. Within thirty (30) days from the referral of the submittal to the executive officers, such executive officers may, upon mutual agreement, meet to attempt to resolve the dispute and to hear any arguments that a party wishes to make in connection therewith. In the event the parties reach an agreement of the disposition of the dispute, they shall promptly issue their joint written decision resolving the dispute. Any dispute resolved by such decision shall be conclusively and finally decided and shall not be the subject of any litigation. Should the executive officers be unable to promptly resolve a dispute, either party may commence litigation in either state or federal court in Pittsburgh, Pennsylvania.

9. **Independent Contractor.** AUTHORITY and DUQUESNE agree that the relationship created by this Agreement is that of independent contract and that this Agreement does not make DUQUESNE a partner, joint venture, employee or agent of AUTHORITY for any purpose whatsoever. The parties further agree that neither AUTHORITY nor DUQUESNE is in any way authorized to make an agreement, contract, or representation on behalf of the other party, or to create any liabilities on behalf of the other party.

10. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to its choice of law principles. AUTHORITY and DUQUESNE hereby consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in Pittsburgh, Pennsylvania.

11. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

12. This Agreement supersedes any prior agreements, written or oral, relating to the subject matter hereof. The headings in this Agreement are inserted for convenience only and shall not be used to define, limit, or describe the scope of this Agreement or any of the obligations herein. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such term shall be deemed by the parties to be amended to the extent required to render such term enforceable and this Agreement, including all of the remaining terms, will remain. This Agreement cannot be modified except in writing signed by both parties.

13. DUQUESNE will file a copy of this Agreement with the Pennsylvania Public Utility Commission ("PUC") as required by Title 66, Section 507 of the Public Utility Code and this Agreement shall be subject to any additional PUC directives. To the extent that any PUC directives require any amendment or modification to this Agreement, DUQUESNE will promptly advise AUTHORITY of same and AUTHORITY and DUQUESNE will then negotiate such amendment to this Agreement in good faith to ensure PUC and other legal compliance is maintained. DUQUESNE shall not file a copy of this Agreement with any other entity, without the written consent of AUTHORITY. This Agreement is not intended to vest in DUQUESNE any easements or permanent interests in the AUTHORITY property whatsoever, other than those limited, revocable licenses and permissions set forth in this Agreement.

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IN WITNESS WHEREOF and intending to be legally bound hereby, the Parties hereto have executed this Agreement as of the date set forth herein.

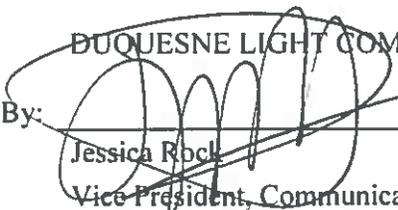
**APPROVED BY**  
  
PROCCED.  
6-26-2019

PORT AUTHORITY OF  
ALLEGHENY COUNTY

By:   
Print Name: KATHARINE E. KELLEMAN  
Title: CEO

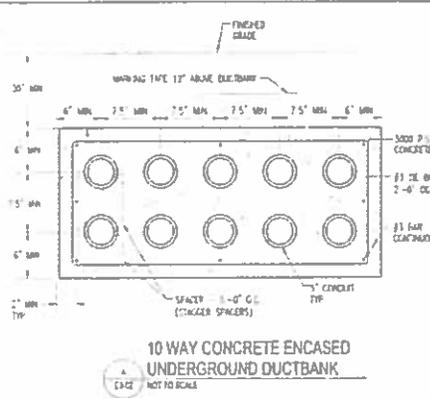
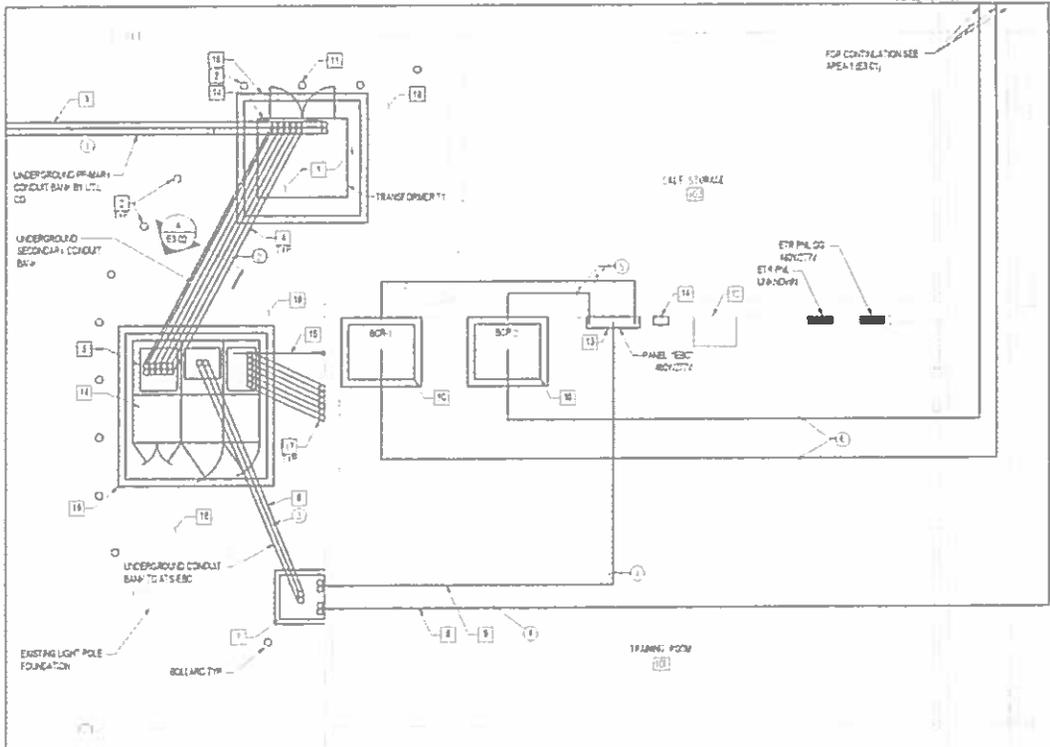
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DUQUESNE LIGHT COMPANY

By:   
Jessica Rbck  
Vice President, Communications  
and Corporate Citizenship  
Duquesne Light Company

**EXHIBIT A—SITE PLAN**





- CONSTRUCTION NOTES**
- 1 UTILITY TO PROVIDE TRANSFORMER PAD GROUNDING GRID TRANSFORMER CONDUIT AND CONDUCTORS
  - 2 PROVIDE BOLLARDS PER DETAIL ON SHEET E3-01 SPACED 4' OC
  - 3 PROVIDE PRIMARY CABLE DUCT BANK. FIELD VERIFY LOCATION CONDUIT BANK TO BE ENCASED IN REINFORCED CONCRETE UTILITY TO PROVIDE PRIMARY FEEDER ROUTE
  - 4 PROVIDE SECONDARY CONDUIT FEED FROM UTILITY TRANSFORMER TO NEW SWITCHGEAR
  - 5 PROVIDE GENERAL ELECTRIC AREA OUTDOOR RATED SWITCHBOARD AND PAD INST. ALL FOUR CAT5 ETHERNET CABLES FROM SWITCHBOARD TO EXISTING ETHERNET SWITCH IN ROOM 107
  - 6 PROVIDE COXA FEEDER UNDERGROUND TO 'ATS-ERC' FOR PANEL 'ESC'
  - 7 PROVIDE RED 3 POLE AIR SOLID NEUTRAL 100A NEMA 3R AUTOMATIC TRANSFER SWITCH OPEN TRANSFER LABEL 'ATS-ERC'
  - 8 PROVIDE ATS (EMERGENCY FEEDER FROM CONDUIT MISC ON SHEET E3-01)
  - 9 PROVIDE ATS FEEDER TO PANEL 'ESC'
  - 10 PROVIDE HOUSEKEEPING PAD FOR BUS CHARGER RECTIFIER SEE STRUCTURAL DRAWING S1-01 FOR SLAB DETAIL
  - 11 PROVIDE REMOVABLE BOLLARD
  - 12 EXISTING BEYER AND METROPA SWITCH TO REMAIN
  - 13 PROVIDE SQUARE D LINE 800 3PH 4 WIRE 100A SURFACE MOUNT PANEL NEMA-1
  - 14 PROVIDE SIGNS INDICATING THE BUILDING HAS TWO ELECTRICAL UTILITY SERVICE ENTRANCES THESE SIGNS ARE TO BE MOUNTED ON THE HOUSING SERVICE EQUIPMENT PER NEC ARTICLE 225.2.E
  - 15 PROVIDE 3/4" CONDUIT FOR COMMUNICATIONS FROM SWITCHBOARD TO NETWORK SWITCH PROVIDE COMMUNICATIONS PER DRAWING E3-03
  - 16 PROVIDE GROUNDING PAD 30" BELOW GRADE AROUND NEW TRANSFORMER AND SWITCHGEAR PER NEC CONNECT TO EXISTING BUILDING GROUNDING GRID SYSTEM SUCH POTENTIAL IS DELEGATED DESIGN
  - 17 PROVIDE SPARE CONDUIT STUBS IF ABOVE FINISHED SURFACE INST. ALL PULL STRINGS AND CAP CONDUIT
  - 18 RESTORE BURNED SURFACES FROM DEMOLITION MATERIALS TO MATCH SLOPE AND ELEVATION OF SURROUNDING GRADE. SLOPE AWAY FROM BUILDING AND SEAL ALL JOINTS

ENLARGED PARTIAL POWER PLAN AREA 2



FOR UNDERGROUND UTILITIES REFER TO DRAWING C-021 CONTRACT NUMBER ELG 90-51

**WRA**  
Whitman, Rowland & Associates, LLP  
5000 Capital Boulevard, Pittsburgh, Pennsylvania 15219

NO.	DATE	DESCRIPTION



APPROVED \_\_\_\_\_ DATE \_\_\_\_\_

DESIGNED: MOB  
DRAWN: MSB  
CHECKED: PH  
IN CHARGE: EJR  
DATE: JANUARY, 2019  
SCALE: AS NOTED

**PORT AUTHORITY OF ALLEGHENY COUNTY**  
PITTSBURGH, PENNSYLVANIA  
EAST LIBERTY ELECTRICAL SERVICE UPGRADES  
ELECTRICAL POWER PLAN AREA 2

Port Authority CONTRACT NO. \_\_\_\_\_  
DWG NO. E3-02 SHEET 11

4/2/19  
 ALL RIGHTS RESERVED BY WRA. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM WRA.

**EXHIBIT B – LICENSE AGREEMENT**

Made and entered into this 27<sup>th</sup> of June, 2014, by and between the PORT AUTHORITY OF ALLEGHENY COUNTY, a body corporate and politic organized and existing under the Second Class County Port Authority Act of Pennsylvania, as amended, having its principal office at 345 Sixth Avenue, Third Floor, Pittsburgh, Pennsylvania 15222-2527, (hereinafter called AUTHORITY).

AND

DUQUESNE LIGHT COMPANY, a Pennsylvania corporation, having its principal office at 411 Seventh Avenue, Pittsburgh, Pennsylvania 15219, (hereinafter called DUQUESNE)

WITNESSETH:

Whereas, AUTHORITY is the owner of a certain tract of land located in the 21<sup>st</sup> and 22<sup>nd</sup> Wards, City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania; and

Whereas, AUTHORITY has requested DUQUESNE to install an electric system or portions of an electric system as described in this License Agreement; and

Whereas, DUQUESNE is desirous of acquiring a License from AUTHORITY for the purposes described in this License Agreement; and

Whereas, AUTHORITY deems it in the public interest to grant to DUQUESNE such License.

NOW THEREFORE, for and in consideration of the mutual promises and covenants made in this Agreement, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

1. AUTHORITY hereby grants to DUQUESNE, its successors and assigns, for the purpose of providing electric service to AUTHORITY, a license to install, erect, own, use, operate, maintain, repair, renew and finally remove an underground electric system consisting of cables, wires, conduit, transformers and other fixtures and apparatus necessary and belonging to the electric system, (hereinafter called Facilities), upon, over, under, along, across and through land of AUTHORITY fronting 355 Allegheny Avenue (Allegheny Station) and Reedsdale Street (TPSS – Traction Power Sub-Station), situate in the 21<sup>st</sup> and 22<sup>nd</sup> Wards, City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania; (hereinafter called the Property) and described on DUQUESNE'S Drawing Nos. 295891-T1 and 356049-T3, which are attached and made a part of this Agreement as Attachment A (hereinafter called Attachment). The Facilities shall be constructed in accordance with and substantially in the

location shown on the Attachment.

2. The responsibility for the installation and construction of the Facilities shall be as detailed and defined in the Attachment and/or related drawings to the extent they are not inconsistent with this License Agreement. The conduit and transformer pad required as part of the underground electric system shall be installed, owned, maintained, renewed and finally removed by the AUTHORITY, its successors and assigns.

3. The License granted to DUQUESNE by this License Agreement, may be revoked by AUTHORITY at any time by giving notice in writing of the termination of this License Agreement, and in such event, DUQUESNE shall either: (a) remove its Facilities from the Property at its own expense and to the satisfaction of the AUTHORITY within one hundred eighty (180) days after receipt of such notice; or (b) at DUQUESNE'S discretion, and within one hundred eighty (180)days after receipt of such notice, it may de-energize and abandon the Facilities on site. The License shall not be revoked and this Agreement shall not be terminated so long as the Installation, Operation & Maintenance Agreement between the Parties remains in effect.

4. DUQUESNE shall have the right of ingress, egress and regress to and from the Property for the purpose of installing, using, operating, maintaining, repairing, renewing and finally removing the Facilities. DUQUESNE shall have the right to occupy and use as part of the underground electric system the conduit and transformer pad provided by AUTHORITY. DUQUESNE shall also have the right to trim or remove any trees, shrubbery, roots or non transit-system related obstructions which at any time may interfere, or threaten to interfere, with the erection, installation, use, operation, maintenance, repair, renewal or final removal of the Facilities, and to enter upon the Property at any time for such purposes. DUQUESNE will use reasonable efforts to do routine maintenance and repairs during the off-peak usage periods of the Property and AUTHORITY'S transit operations/systems.

It is understood and agreed that if at any time during the existence of this License Agreement, the Facilities require maintenance, repair, renewal or final removal work, the work shall be done and completed by DUQUESNE so as to provide a minimum of interference, either during the progress of the work or afterwards, with the free and safe passage of vehicles operated by AUTHORITY and AUTHORITY'S operations. DUQUESNE shall notify the Director of Rail Service Delivery at 412-851-4764, or such other contact number as may be designated, of AUTHORITY in advance, when possible, of any work which is reasonably expected to interfere with the passage of AUTHORITY vehicles or operations and DUQUESNE and AUTHORITY shall cooperate to reduce to a minimum any such interference with AUTHORITY vehicles and operations.

5. This License Agreement is not intended to vest in DUQUESNE any easements or interests in the Property whatsoever, other than a License. Accordingly, the Parties shall not record this License Agreement at any time in the Office of the Recorder of Deeds in and for the County of Allegheny, Commonwealth of Pennsylvania. DUQUESNE's rights under this License Agreement are non-exclusive. Additionally, DUQUESNE acknowledges and understands that AUTHORITY utilized various federal, state and/or local government funds to acquire and/or otherwise improve its property that DUQUESNE will have certain access rights to pursuant to this License Agreement. If any of these funding entities would require AUTHORITY to terminate this License Agreement, AUTHORITY shall have the right to terminate same upon providing prompt notice to DUQUESNE.

6. AUTHORITY shall have the right to request the relocation of DUQUESNE'S Facilities, or any portion thereof, to another location to be provided by AUTHORITY, and DUQUESNE agrees to relocate its Facilities, or any portion thereof, to such other location; provided, however, that the location provided by AUTHORITY is suitable for the performance of the functions involved, and the expenses of relocation, direct and indirect, are borne by AUTHORITY, its successors or assigns.

7. DUQUESNE shall file an executed copy of this License Agreement with the Pennsylvania Public Utility Commission as required by Title 66, Section 507 of the Public Utility Code, and this License Agreement shall become effective in accordance therewith.

8. This License Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

9. This License Agreement supersedes any prior agreements, written or oral, relating to the subject matter hereof, but does not supersede the terms and conditions of the Installation, Operation & Maintenance Agreement entered into by the Parties

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IN WITNESS WHEREOF and intending to be legally bound hereby, the Parties hereto have executed this License Agreement as of the date set forth herein.

PORT AUTHORITY OF  
ALLEGHENY COUNTY

By:   
Print Name: MICHAEL J. CEPKA  
Title of Authorized Signatory: CHIEF LEGAL OFFICER

APPROVED BY  


DUQUESNE LIGHT COMPANY

By:   
Lesley C. Gannon  
Senior Manager, Real Estate & ROW

## **EXHIBIT C—INSURANCE**

**General.** Both parties shall require their third party contractors performing services pursuant to this Agreement to procure, before the contractor commences work hereunder, and maintain at its own cost and expense, during the entire period of the performance under this Agreement, the types and amounts of insurance listed in this Section with insurance companies authorized to operate in Pennsylvania and with insurance companies having a minimum A- rating as then stated by A.M. Best. Limits shall be primary and non-contributory.

Limits may be satisfied by any combination of primary and excess or umbrella per occurrence policies. In the event that the required limits must be satisfied by any combination of primary and excess or umbrella the policies shall provide drop down coverage and provide at least as broad of coverage as the underlying policies.

### **Worker's Compensation and Employer's Liability.**

(a) Workers' Compensation in full compliance of the PA Workers' Compensation and Occupational Disease Acts

(b) Employer's Liability in an amount not less than:

\$500,000 Each Accident  
\$500,000 Disease - Policy Limit  
\$500,000 Disease - Each Employee

Note:

- (i) Coverage shall be provided in accordance with the laws of the Commonwealth of Pennsylvania and the laws of such other jurisdictions as may apply.

### **Commercial General Liability.**

In an amount not less than:

\$2,000,000 General Aggregate  
\$2,000,000 Products – Completed Operations Aggregate  
\$1,000,000 Personal & Advertising Injury  
\$1,000,000 Each Occurrence

Notes:

(i) Contractor shall maintain such Products and Completed Operations liability coverage for at least six (6) years after installation.

(ii) DUQUESNE'S contractor policy shall provide that "Port Authority of Allegheny County" be named as an Additional Insured for contractor's full limits of coverage on a primary and non-contributory basis, but in no case less than the limits specified. Policy shall

be endorsed with a waiver of subrogation clause with respect to AUTHORITY, and neither DUQUESNE's contractor nor its insurer shall have any claim against AUTHORITY to the extent the claim is or should have been covered by insurance.

(iii) AUTHORITY'S contractor policy shall provide that "Duquesne Light Company" be named as an Additional Insured for contractor's full limits of coverage on a primary and non-contributory basis, but in no case less than the limits specified. Policy shall be endorsed with a waiver of subrogation clause with respect to DUQUESNE, and neither AUTHORITY's contractor nor its insurer shall have any claim against DUQUESNE to the extent the claim is or should have been covered by insurance.

**Business Automobile Liability.**

With a Combined Single Limit not less than:

\$1,000,000 Each Accident

Notes:

(i) Policy shall cover the use of all owned, hired and non-owned vehicles.

(ii) DUQUESNE'S contractor policy shall provide that "Port Authority of Allegheny County" be named as an additional insured for contractor's full limits of coverage on a primary and non-contributory basis, but in no case less than the limits specified. Policy shall be endorsed with a waiver of subrogation clause with respect to AUTHORITY, and neither DUQUESNE's contractor nor its insurer shall have any claim against AUTHORITY to the extent the claim is or should have been covered by insurance.

(iii) AUTHORITY'S contractor policy shall provide that "Duquesne Light Company" be named as an Additional Insured for contractor's full limits of coverage on a primary and non-contributory basis, but in no case less than the limits specified. Policy shall be endorsed with a waiver of subrogation clause with respect to DUQUESNE, and neither AUTHORITY's contractor nor its insurer shall have any claim against DUQUESNE to the extent the claim is or should have been covered by insurance.

**Property Policy.** Both parties' contractors shall maintain coverage in an amount sufficient to assure replacement for their property on Authority's Property.

**Approval.** Work by contractors shall not commence under this Agreement until they have provided, for review and approval, certificate(s) of the insurance required.

**Certificate Holders.**

Port Authority of Allegheny County, 345 Sixth Avenue, Pittsburgh, PA 15222

Duquesne Light Company, 411 Seventh Avenue, Pittsburgh, PA 15219

## APPENDIX 1 -- DATA SHARING

<b>CHARGING SITE DATA</b>	
<b>Site_ID</b>	Unique identifier for each EV facility site
<b>Site_Name</b>	Name or description of site
<b>EV_Address</b>	Address of EV Site
<b>EV_City</b>	City of Site
<b>EV_State</b>	State of Site
<b>EV_Zip</b>	Zip Code of Site
<b>EV_Latitude</b>	Latitude of Site
<b>EV_Longitude</b>	Longitude of Site
<b>Number_Of_EVSES</b>	Total number of EVSE at site
<b>Number_Of_Ports</b>	Total number of ports at site
<b>DLC_SA_ID</b>	DLC Service agreement ID for site
<b>CHARGING STATION DATA</b>	
<b>Site_ID</b>	Unique identifier for each EV facility site
<b>EVSE_ID</b>	Unique identifier for each EVSE
<b>EVSE_Manufacturer</b>	Name of manufacturer
<b>EVSE_Model</b>	Name or description of model
<b>EVSE_Model_Number</b>	Model number
<b>EVSE_Max_KW</b>	Maximum kw of EVSE
<b>EVSE_Ports</b>	Number of ports in the EVSE
<b>CHARGING PORT DATA</b>	
<b>Site_ID</b>	Unique identifier for each EV facility site
<b>EVSE_ID</b>	Unique identifier for each EVSE
<b>Port_ID</b>	Unique identifier for the port
<b>Port_Max_KW</b>	Maximum kw of port
<b>CHARGING SESSION DATA</b>	
<b>Field Name</b>	<b>Description</b>
<b>Site_ID</b>	Unique identifier for each EV facility site
<b>EVSE_ID</b>	Unique identifier for each EVSE
<b>Port_ID</b>	Unique identifier for the port
<b>Session_ID</b>	Unique identification number of the charging session
<b>Vehicle_Year</b>	Vehicle year
<b>Vehicle_Make</b>	Vehicle make
<b>Vehicle_Model</b>	Vehicle model
<b>Session_Start_DateTime</b>	Session (connection) start date and time, when port is connected to the EV
<b>Session_End_Date_Time</b>	Session (connection) end date and time; when port is disconnected from the EV

<b>Charge_Start_Date_Time</b>	Charge start date and time
<b>Charge_End_Date_Time</b>	Charge end date and time
<b>Charge_Total_KWH</b>	Energy (kWh) usage per session
<b>Charge_Max_Demand_KW</b>	Peak demand (kW) per session
<b>Charge_Average_Demand_KW</b>	Average demand (kW) per session
<b>CHARGING INTERVAL DATA</b>	
<b>Port_ID</b>	Unique identifier for the port
<b>Session_ID</b>	Unique identification number of the charging session
<b>Interval_ID</b>	Unique identification number of the charging 15-minute interval
<b>Interval_Start_Date_Time</b>	Interval start date and time
<b>Interval_End_Date_Time</b>	Interval end date and time
<b>Interval_KWH</b>	Energy (kWh) usage per interval
<b>Interval_Max_Demand_KW</b>	Peak demand (kW) per interval
<b>Interval_Average_Demand_KW</b>	Average demand (kW) per interval
<b>CHARGING OUTAGES</b>	
<b>EVSE_ID</b>	Unique identifier for each EVSE
<b>Port_ID</b>	Unique identifier for the port
<b>Outage_Start_Date_Time</b>	Start time of outage
<b>Outage_End_Date_Time</b>	End time for outage
<b>Outage_Scheduled</b>	Yes or No
<b>Outage_Reason</b>	E.g. Hardware, Software, Power, etc.