



**Emily M. Farah**  
Counsel, Regulatory

411 Seventh Avenue  
Mail drop 15-7  
Pittsburgh, PA 15219

Tel: 412-393-6431  
efarah@duqlight.com

July 16, 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 - License Agreement 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, is a License Agreement dated May 31, 2019 between Duquesne Light Company ("Duquesne Light") and the Port Authority of Allegheny County (the "Port Authority"). The Port Authority granted to Duquesne Light a right of way on its property known as the Martin Luther King Jr. East Busway ("East Busway") in Allegheny County, which provides the right to install, use, operate, and maintain two utility poles adjacent to and on both sides of the East Busway. No compensation was provided to the Port Authority of Allegheny County.

Should you have any questions regarding the enclosed right of way, please contact Esther Stackhouse at 412-393-8915.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Emily M. Farah", is written over a white background.

Emily M. Farah  
Attorney ID#322559

Enclosures

**DUQUESNE LIGHT CO. COPY  
LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** (hereinafter "Agreement") is made and entered into this 31<sup>st</sup> day of MAY, 2019, by and among:

**PORT AUTHORITY OF ALLEGHENY COUNTY**, a body corporate and politic, organized and existing under the Second Class County Port Authority Act, as amended, with its principal offices located at 345 Sixth Avenue, Third Floor, Pittsburgh, Pennsylvania 15222 (hereinafter "AUTHORITY")

AND

**DUQUESNE LIGHT COMPANY**, a corporation authorized to conduct business within the Commonwealth of Pennsylvania, with offices located at 2843 New Beaver Avenue, Pittsburgh, Pennsylvania 15233 (hereinafter "DUQUESNE").

**WITNESSETH:**

**WHEREAS**, AUTHORITY is the owner of certain real property known as the Martin Luther King Jr. East Busway (hereinafter "East Busway") located in Allegheny County, Pennsylvania, as well as certain property located adjacent to, and on both sides, of AUTHORITY's East Busway; and

**WHEREAS**, DUQUESNE seeks to locate two (2) utility poles on AUTHORITY property adjacent to and on both sides of the East Busway in Swissvale Borough, Allegheny County, in order to accommodate the Kenmawr Bridge replacement project to be undertaken by the Pennsylvania Department of Transportation (hereinafter "PennDOT"), said poles to be placed at locations 28 and 29 as depicted in the drawing attached hereto and incorporated into this Agreement as Exhibit A; and

**WHEREAS**, DUQUESNE seeks permission from AUTHORITY to: (1) install two utility

poles on AUTHORITY property, together with crossarms, cables, wires anchors, guys and other fixtures and apparatus thereto upon, over, under, along, across and through AUTHORITY property to the extent depicted in Exhibit A (hereinafter the "Work"); and (2) to access the utility pole locations as necessary thereafter to use, own, operate, maintain, repair, renew or remove the Work, or to trim or remove any trees or shrubbery which may interfere with the use or operation of the electric line (hereinafter collectively the "Maintenance"); and

**WHEREAS**, it is anticipated that the Work will be completed over the course of one week; and

**WHEREAS**, AUTHORITY is willing to allow DUQUESNE the requested access to AUTHORITY property as set forth above, subject to the terms and conditions contained herein.

**NOW, THEREFORE**, the parties hereto intending to be legally bound hereby agree as follows:

1. Recitals.

The foregoing recitals are incorporated herein and made a material part hereof.

2. Consideration. For good and valuable consideration, receipt of which is hereby acknowledged, AUTHORITY hereby grants to DUQUESNE, including its members, employees, agents, consultants, contractors, subcontractors, and assigns, the temporary right and privilege to enter upon and use that portion of AUTHORITY property as is necessary to perform the Work as described above, and to thereafter perform required Maintenance, subject to the terms and conditions contained in this Agreement (the Work and Maintenance hereinafter collectively referred to as the "Project").

3. Completion of the Project. Subject to all federal, state, and local laws, codes, ordinances, rules, regulations, and permit requirements, DUQUESNE shall assure that all activities

related to the Project are performed in a safe manner consistent with generally accepted standards and in a neat, responsible, and workmanlike manner. Prior to commencing the Project, in the vicinity of, or on, AUTHORITY property, DUQUESNE shall obtain any and all necessary federal, state, and local permits, licenses and approvals that may be legally required. DUQUESNE further acknowledges and agrees that it is solely responsible for all costs and expenses associated with completion of the Project, including but not necessarily limited to any anticipated and/or unanticipated worksite conditions, defects or issues encountered by DUQUESNE and/or its contractor in completing the Project to DUQUESNE's specifications that may increase DUQUESNE's costs and/or expenses to complete the Project, and that it shall not seek reimbursement for any such costs or expenses from AUTHORITY before, during or after the Project is completed.

4. Access Dates. AUTHORITY and DUQUESNE recognize and understand that the specific timing of activities related to the Project is subject to availability, unforeseen project delays and weather conditions. DUQUESNE acknowledges responsibility for keeping AUTHORITY and AUTHORITY's designees timely informed, in advance, as to all activities and progress impacting upon AUTHORITY's property and operations. All Project updates relevant to AUTHORITY will be communicated to AUTHORITY at a scheduled AUTHORITY right-of-way allocation meeting, to take place at least two weeks prior to any Project activities on AUTHORITY property. In no event shall DUQUESNE be permitted to enter AUTHORITY property until approval has been provided by AUTHORITY at a right-of-way allocation meeting. AUTHORITY will retain final authority and control over when the Project work will take place on AUTHORITY property.

5. Meeting; Safety Training. DUQUESNE will attend a right-of-way allocation meeting at least two weeks prior to performing any Project activities on AUTHORITY property. DUQUESNE or its selected contractor and its subcontractors will participate in any additional right-

of-way allocation meetings or safety training required by AUTHORITY, at a time and place specified by AUTHORITY, as AUTHORITY may determine in its sole discretion.

6. Signage; Safety Issues. At AUTHORITY's sole discretion, DUQUESNE will bear the sole cost and responsibility for all necessary traffic and safety personnel and signage that AUTHORITY deems necessary to have or otherwise place on the applicable portion of the Project, if any.

7. Restoration. If DUQUESNE, its contractors or their subcontractors cause any damage AUTHORITY's equipment or property (hereafter collectively as "Property"), DUQUESNE shall immediately restore the Property to substantially the same condition as existed when DUQUESNE, its contractors and their subcontractors entered AUTHORITY property pursuant to this Agreement. DUQUESNE shall be solely responsible for all costs associated with restoring the Property pursuant to this paragraph, normal wear and tear excepted.

8. Indemnification. DUQUESNE, for itself, its officers, members, employees, agents, consultants, contractors, subcontractors, and its successors and assigns, shall indemnify, defend, and hold harmless AUTHORITY and its directors, officers, members, employees, agents, consultants, contractors, subcontractors and their successors and assigns, from and against any losses, costs, liability or damage (including reasonable attorneys' fees) suffered or incurred by AUTHORITY or its officers, members, employees, agents, consultants, contractors, subcontractors and their successors and assigns, as a result of or arising in connection with the Project or otherwise relating to DUQUESNE's activities as referenced in this Agreement. This indemnification provision applies regardless of whether or not it is claimed that DUQUESNE and/or its contractors or subcontractors are independently negligent, or jointly negligent with AUTHORITY. This indemnification provision shall not apply if AUTHORITY is claimed to be solely and independently negligent. This

indemnification provision further applies to any claims brought by any employee, contractor, subcontractor, or employee of DUQUESNE, or a DUQUESNE contractor or subcontractor, and DUQUESNE expressly waives, and will cause its contractors and their subcontractors to waive, protections afforded under the Pennsylvania Workers' Compensation Act as is necessary to comply with its responsibilities under this indemnity provision. Notwithstanding the foregoing, nothing contained in this License Agreement shall be interpreted or construed as a waiver of the protections and immunities afforded to AUTHORITY by Pennsylvania's Sovereign Immunity Act, as amended, or any other immunities or protections that may be afforded to AUTHORITY as a government agency.

9. Insurance. During the term of this Agreement, DUQUESNE will procure, and cause any sub licensee(s) to procure, before the Agreement has commenced 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. Evidence of coverage shall be provided on an annual basis and/or upon request of AUTHORITY. 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.

a. Workers' Compensation and Employer's Liability

- 1) Workers' Compensation - Statutory Limits
- 2) Employer's Liability

In an amount not less than:

Each accident	\$1,000,000
Disease - Policy Limit	\$1,000,000
Disease - Each Employee	\$1,000,000

3) Notes:

- a) Coverage shall be provided in accordance with the laws of the Commonwealth of Pennsylvania and the laws of such other jurisdictions as may apply.
- b) DUQUESNE shall require, and hereby certifies, that each of its Sub licensees maintain Workers' Compensation Insurance in accordance herewith, and shall provide to AUTHORITY written evidence of such coverage then in effect for each Sub licensee upon AUTHORITY's request.

b. Commercial General Liability

1) In an amount not less than:

General Aggregate	\$4,000,000
Products & Completed Operations Aggregate	\$4,000,000
Each Occurrence	\$2,000,000

2) Notes:

- a) Products and Completed Operations Liability coverage must be maintained by for at least six (6) years after final completion of the Project.
- b) Policy shall provide that "Port Authority of Allegheny County" be named as Additional Insureds for the named insured's full limits of coverage on a primary and non-contributory basis, but in no case less than the limits specified. Policies shall be endorsed with a waiver of subrogation clause with respect to AUTHORITY, and neither the named insured nor its insurer shall have any claim against AUTHORITY to the extent the claim is or should have been covered by insurance.

c. Business Automobile Liability

1) With a Combined Single Limit not less than:

Each Accident	\$5,000,000
---------------	-------------

2) Notes:

- a) Policy shall cover the use of all owned, hired, and non-owned vehicles.
- b) Policy shall provide that "Port Authority of Allegheny County" be named as additional insureds for the named insured'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 the named insured nor its insurer shall have any claim against AUTHORITY to the extent the claim is or should have been covered by insurance.

d. Property Policy

DUQUESNE's contractor shall maintain coverage in an amount sufficient to assure replacement for all property of Contractor on AUTHORITY's property. DUQUESNE waives the right of its insurers to subrogate against AUTHORITY, and shall provide documentation to demonstrate that its insurers have consented to such waiver.

e. Approval

No work shall commence under this Agreement until it has forwarded to AUTHORITY, for review and approval, certificate(s) of the insurance required. AUTHORITY shall be given a minimum of 30 days' notice in the event of change or cancellation of any of the insurance required. The fact that the insurance required in this Agreement has been provided shall in no manner lessen nor affect other obligations set forth in any provision of this Agreement. The policies of insurance referenced above are not to contain any deductible or self-insured retention, as applicable to AUTHORITY as additional insureds. In the event the insurance policies purchased pursuant to the above insurance requirements contain any deductible or self-insured retention provisions, the named insured shall provide AUTHORITY with disclosure of said deductible or self-insurance retention prior to execution of the Agreement, which will be subject to AUTHORITY approval. If AUTHORITY approves any insurance policy that includes a deductible or self-insured retention, the named insured shall be responsible for payment of any and all deductibles or self-insured retentions, whether owing from the named insured or AUTHORITY as additional insureds, applicable to the policies of insurance referenced above.

f. Certificate Holder.

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

10. Waiver of Claims. DUQUESNE expressly waives for itself and its members, employees, agents, consultants, contractors, subcontractors, successors or assigns the right to bring any claim or suit against AUTHORITY, or to add AUTHORITY as an additional defendant to any claim or suit, for any property damage, loss, or injury, including death, arising out of or in connection with the Project or otherwise relating to DUQUESNE's use of AUTHORITY property pursuant to this Agreement.

11. Mechanics' Liens. Upon instruction by AUTHORITY and at AUTHORITY's sole discretion, DUQUESNE, and its contractors or subcontractors working for them, shall execute, deliver, and file with the Allegheny County Department of Court Records or such other appropriate office a Waiver of Mechanics' Lien in a form reasonably acceptable to AUTHORITY. DUQUESNE shall include in its contracts with any contractors or subcontractors, and shall cause each to include in all of its contracts or subcontracts, a general waiver of mechanics' liens.

12. No Recordation. Neither DUQUESNE nor AUTHORITY shall record this Agreement in the Allegheny County, Pennsylvania Department of Real Estate, or similar office.

13. Termination. In the event that DUQUESNE fails to comply with any obligation contained in this Agreement, AUTHORITY shall have the right to immediately terminate this Agreement. In the event of termination of this Agreement, DUQUESNE shall restore AUTHORITY's Property to substantially the same condition as existed when DUQUESNE or its contractors and their subcontractors entered the property pursuant to this Agreement, normal wear and tear excepted. In the event that DUQUESNE fails to restore AUTHORITY's Property as aforesaid, DUQUESNE shall be solely responsible to AUTHORITY for any and all costs associated with the restoration. If not otherwise terminated by AUTHORITY under this paragraph, Maintenance

activities pursuant to this Agreement will continue from year to year automatically, until such time as either party provides sixty (60) days written notice of its intent to terminate this Agreement. 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 limited 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.

14. Notices. Any notices between the parties to this Agreement shall be in writing and shall be mailed by certified or registered mail, return receipt requested, hand delivered, or sent by overnight delivery service to the respective parties to this Agreement at their respective addresses listed below. Such notice shall be deemed effectively given as of the date received, as evidenced by the return receipt, or if delivery is refused, two (2) days after posting.

TO AUTHORITY:

Port Authority of Allegheny County  
345 Sixth Avenue, Third Floor  
Pittsburgh, Pennsylvania 15222-2527  
Attention: Legal Department

TO DUQUESNE:

Duquesne Light Company  
2843 New Beaver Avenue  
Pittsburgh, Pennsylvania 15233

15. Counterparts. This Agreement may be signed in any number of counterpart copies and by the parties to this Agreement on separate counterparts, but all such copies shall constitute one and the same instrument.

16. Entire Agreement. This Agreement supersedes all prior agreements, written

or oral, between the parties relating to the subject matter of this Agreement.

17. Amendments. This Agreement may not be amended except by agreement of the parties in writing.

18. Assignment. DUQUESNE may not assign this Agreement without the prior written consent of AUTHORITY.

19. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, whose courts shall have the exclusive jurisdiction to hear any dispute arising out of this Agreement, and the proper venue and forum for resolving any such disputes is the Court of Common Pleas of Allegheny County, Pennsylvania.

**REMAINDER OF PAGE INTENTIONALLY BLANK—SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

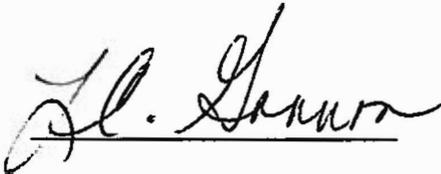
PORT AUTHORITY OF ALLEGHENY COUNTY

  
\_\_\_\_\_

  
By \_\_\_\_\_  
Michael J. Cetra, Esquire  
Chief Legal Officer

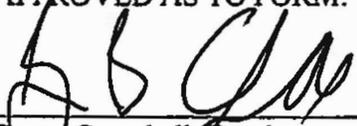
ATTEST:

DUQUESNE LIGHT COMPANY

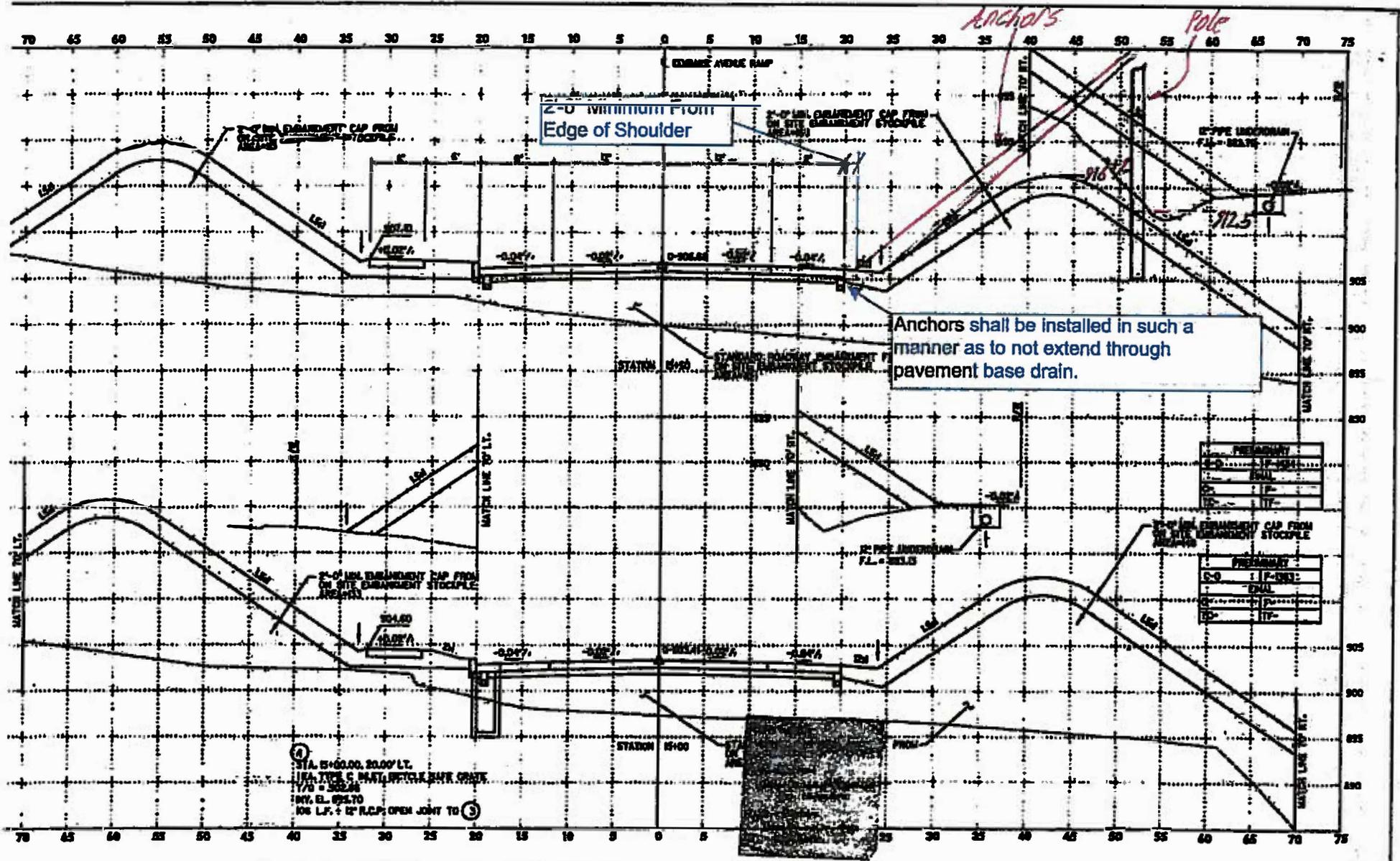
  
\_\_\_\_\_

  
By \_\_\_\_\_  
Print name: MICHAEL HIGGINS  
Title: MANAGER

APPROVED AS TO FORM:

  
\_\_\_\_\_

Bryan Campbell, Esquire  
Legal and Consulting Services Department



Anchors shall be installed in such a manner as to not extend through pavement base drain.

① STA. 15+00.00, 20.00' LT.  
 12" DIA. TYPE C CAST IRON PIPE WITH OPEN  
 17/8" = 302.98  
 INV. EL. 893.70  
 108 L.P. + 12" R.C.P. OPEN JOINT TO ③

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES OF THE STATE OF MISSOURI.



Robert L. Davis  
 APPROVED  
 1466  
 DATE

DESIGNED BY	TEB
CHECKED BY	TEB
IN CHARGE	TEB
DATE	1-27-03
SCALE	AS SHOWN

PORT AUTHORITY OF ALLEGHENY COUNTY

KENMORE AVENUE RAMP  
 CROSS SECTIONS  
 STA. 15+00 & STA. 15+90

CONTRACT NO. 8802-04  
 DIV. NO. 2-25-0

SHT. 02

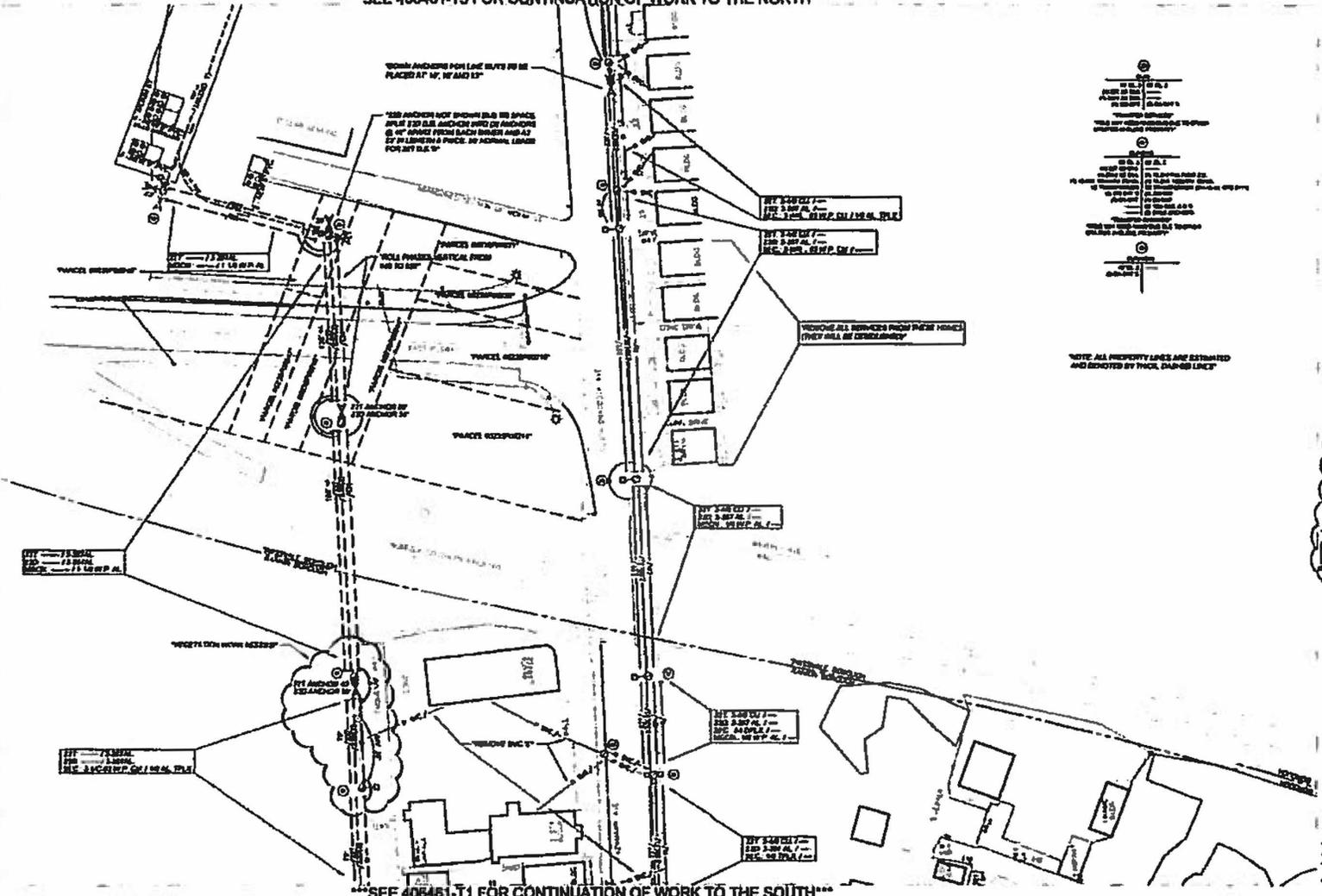
EXHIBIT A

No.406461-T2

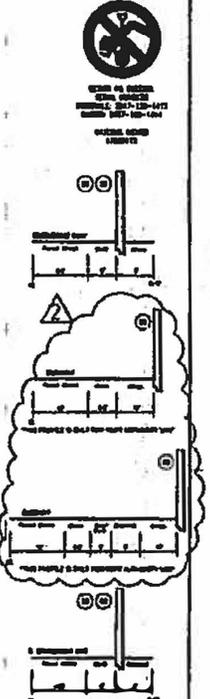
SEE 406481-T3 FOR CONTINUATION OF WORK TO THE NORTH

MAP: F20-14  
 CS: 5417  
 CUI: 023880  
 22153

- ① 3-1/2" Ø 750 CU. & 440 (22155 & 023880)
  - ② OCCUPIED
  - ③ EMPTY (SPARE)
- \*\*\*CONDUIT KEY\*\*\*
- ④ 3-1/2" Ø 750 CU. & 440 (22155 & 023880)
  - ⑤ OCCUPIED
  - ⑥ EMPTY (SPARE)



- ⑦ 3-1/2" Ø 750 CU. & 440 (22155 & 023880)
- ⑧ OCCUPIED
- ⑨ EMPTY (SPARE)



NOTE: ALL PROPERTY LINES ARE ESTIMATED AND DENOTED BY THIN, DASHED LINES

SEE 406461-T1 FOR CONTINUATION OF WORK TO THE SOUTH

RELATED DRAWINGS:  
 406461-T1 - OLD CONSTRUCTION FRONT  
 406461-T2 - OLD CONSTRUCTION FRONT  
 406461-T3 - CREDIT IMPROVEMENTS

DATE	BY	CHKD	APP'D
12/12/18	W.P.	D.A.	

DukeOne Light		Our Energy... Your Power	
T&D Engineering			
N.T.S.	W.P.	12/12/18	D.A.
			12/14/18
			12/27/18

KENNAIR AVE.		KENNAIR BRIDGE RELOCATION	
DECD TO RELOCATE FACILITIES FOR NEW KENNAIR BRIDGE		RANSON/PENNSHIRE BORO.	
PROJECT		15-0005	
406461-T2		2	