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September 5, 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 - Easement Agreement between Duquesne Light Company and the
City of Pittsburgh
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 an Easement Agreement dated August 23, 2019 between Duquesne Light Company and the City of Pittsburgh. Duquesne Light Company granted to the City of Pittsburgh an easement on its property situated on Streets Run Road in the City of Pittsburgh, Allegheny County, to permit the City of Pittsburgh to perform certain actions to remediate flooding in the area of Streets Run Road. Compensation of one dollar (\$1) was exchanged for this Agreement.

Should you have any questions regarding the enclosed right of way, please contact Lesley Gannon at 412-393-1518.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Emily M. Farah".

Emily M. Farah
Attorney ID#322559

Enclosures



**EASEMENT FOR PURPOSES OF CONSTRUCTION AND RELATED OPERATIONS
AROUND STREETS RUN BETWEEN THE CITY OF PITTSBURGH AND DUQUESNE
LIGHT COMPANY ("EASEMENT")**

MADE and entered into as of the 23 day of August 2019 by and between the **CITY OF PITTSBURGH**, a municipal corporation existing under the laws of the Commonwealth of Pennsylvania (referred to herein as the "City")

AND

Duquesne Light Company, an entity with an address of 1800 Seymour Street, Pittsburgh PA 15233-1134 ("Owner"); and

WHEREAS, the City seeks to contribute work toward the attempted remediation of flooding in and around the area of Streets Run;

WHEREAS, the remediation of flooding in and around Streets Run would benefit certain City assets and the general public in addition to property owners living in the area;

WHEREAS, City seeks access to private property designated as MBL No. 134-A-27, to permit the City to perform certain actions to remediate flooding in the area of Streets Run; and

WHEREAS, the property of Owner would benefit from the City's work to attempt a remediation of flooding in and around Streets Run;

WHEREAS, in recognition of the potential benefits to the property from the City's work, and other consideration provided herein, Owner has agreed to grant the City and its contractors a temporary easement to enter the property, designated as MBL No. 134-A-27, for the purposes as defined herein.

NOW THEREFORE, in consideration of \$1, and the mutual promises and covenants herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. The recitals above are incorporated herein as part of this Easement.
2. Owner, and any heirs, and assigns, hereby grants to City a temporary easement onto the privately owned property, MBL No. 134-A-27 in order for the City to perform actions to remediate flooding in the area of Streets Run, as further depicted in the construction drawings attached to this Easement as Exhibit A. This Easement permits the City the unrestricted right to complete work and move necessary equipment and personnel to and from sites where work will be performed. City and its contractors, construction staff, and agents will have the right of ingress, egress, and regress to and from the City property for the purposes of completing the

project including removing foreign material from the channel and reconstructing the stream banks. City and its contractors are also authorized to construct a concrete block wall on the property to be owned and maintained by City.

3. The term of this Easement will be for one hundred and twenty days beginning April 29, 2019.

4. City shall endeavor to leave the area utilized by City in the same condition that it was prior to the commencement of City's work. Owner agrees that the City does not assume present or future liability of any kind for these properties or any other property in the vicinity. Owner agrees to indemnify and hold harmless the City, its employees and agents for any actions, omissions, or otherwise arising from City's use of this easement. This easement and the activities authorized hereunder do not constitute or create an on-going or future maintenance obligation of any kind for the City with regard to any properties. Owner understands and accepts that City makes no guarantee as to the effectiveness of any work authorized hereunder toward the actual reduction of flooding activity.

5. The parties understand and agree that the presence of any employees, agents, contractors, or subcontractors of the City engaged in the activities authorized hereunder shall not constitute a taking of the properties, or of any portion thereof, by the City. Owner does further remise, release, quitclaim and forever discharge the City their employees or representatives of and from all suits, damages, claims and demands that Owner might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of Owner through or by reason of the aforesaid construction or improvement.

6. This Easement contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter herein will be deemed to exist or to bind any of the parties hereto. This Easement may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties. The provisions of Sections 4 through 8 of this Easement shall survive termination.

7. The parties agree that this Agreement is intended to be recorded. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and shall bind every person having any fee, leasehold or other interest therein.

8. In the event of any dispute as to the interpretation of the terms of this Easement, the decision of the City of Pittsburgh Director of the Department of Mobility and Infrastructure will be final.

9. This Easement is authorized by City Council Resolution No. 177 of 2019, effective March 12, 2019.

10. Owner will file a 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 have duly executed this Easement on the day and year first above written.

Property Owner: Duquesne Light Company


Duquesne Light Company

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CITY OF PITTSBURGH

WITNESS:



Karina Ricks, Director,
Department of Mobility and Infrastructure