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October 25, 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 September 9, 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 license on its property in the 8<sup>th</sup> Ward of Pittsburgh in Allegheny County, which provides the right to erect a pole and install an underground cable crossing warning sign. Consideration in the amount of \$750.00 was exchanged for the enclosed License Agreement.

Should you have any questions regarding the enclosed right of way, please contact Dan Antosik at 412-393-8628.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Emily M. Farah", is written over a light blue circular stamp.

Emily M. Farah  
Attorney ID#322559

Enclosures

## **LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** (hereinafter "Agreement") is made and entered into this 9<sup>th</sup> day of September, 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**, DUQUESNE is engaged in the process of erecting poles and installing underground cable crossing warning signs to identify the location of underground cable transmission lines used in its distribution of electric and communications services, in the City of Pittsburgh, Allegheny County, Pennsylvania; and

**WHEREAS**, AUTHORITY owns real property in the 8<sup>th</sup> Ward of the City of Pittsburgh including the East Busway in the vicinity east of the Bloomfield Bridge, and property adjacent to the East Busway identified as Block and Lot 26-M-164 and as depicted in Exhibit "A" attached hereto (hereinafter the "PROPERTY"); and

**WHEREAS**, DUQUESNE owns underground cable transmission lines that are buried beneath AUTHORITY'S East Busway and the PROPERTY; and

**WHEREAS**, DUQUESNE seeks to erect a pole and install an underground cable crossing

warning sign on the PROPERTY; and

**WHEREAS**, DUQUESNE will employ its contractor, Henkels & McCoy, Inc. (hereinafter “H&M”) to perform the drilling, erection and installation of the pole and warning sign; and

**WHEREAS**, in furtherance of this effort, DUQUESNE and H&M seek to enter onto AUTHORITY’s East Busway and the PROPERTY for purposes of pre-construction site inspection, drilling and erection of the pole on the PROPERTY at or about GPS Coordinate 40.4589,-79.9547, as depicted in Exhibit “B” attached hereto (hereinafter the “POLE LOCATION”) and installation on the pole of an underground cable crossing warning sign (hereinafter “CABLE CROSSING SIGN”) consistent with the diagram attached hereto as Exhibit “C” (hereinafter collectively the “PROJECT”); and

**WHEREAS**, it is anticipated that H&M will require approximately 4 hours of time and will utilize 1 Auger truck, 1 line truck with pole dolly, and 2 pick-up trucks to perform the work necessary to complete the PROJECT; and

**WHEREAS**, DUQUESNE further seeks AUTHORITY permission to enter onto AUTHORITY property as is reasonably necessary to maintain, repair or inspect the pole and the CABLE CROSSING SIGN following installation of same; and

**WHEREAS**, AUTHORITY is willing to allow DUQUESNE and H&M the requested access to complete the PROJECT, and thereafter to inspect, maintain and repair the pole and CABLE CROSSING SIGN, 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. In consideration of the sum of Seven Hundred Fifty Dollars and No Cents (\$750.00), due upon execution of this Agreement, paid by DUQUESNE to AUTHORITY, and other good and valuable consideration, 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's property that is necessary to drill and erect the pole and install the CABLE CROSSING SIGN at the location depicted on Exhibit "B," and to perform inspection, maintenance and repairs of the pole and CABLE CROSSING SIGN thereafter as is reasonably necessary.

3. Completion of the Project. Subject to all federal, state, and local laws, codes, ordinances, rules, and regulations, 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's 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. DUQUESNE further assumes all risks of loss to equipment and/or vehicles on AUTHORITY property during the course of the PROJECT.

4. Access Dates. AUTHORITY and DUQUESNE recognize and understand that the

specific timing of activities related to the PROJECT has not as of yet been determined, and is subject to availability, unforeseen project delays and weather conditions. It is anticipated, however, that the PROJECT shall take place between the approximate hours of 8:00 a.m. and 12:00 p.m. on one of the following dates: Saturday, October 5, 2019; Saturday, October 12, 2019; or Saturday, October 19, 2019. DUQUESNE acknowledges responsibility for keeping AUTHORITY 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 Manager of Special Services, Events and Detours, Chuck Rompala, at (412) 566-5321, CRompala@PortAuthority.org, or his designated representatives as he or AUTHORITY may subsequently assign. AUTHORITY will retain final authority and control over when work that will effect AUTHORITY's normal ongoing operations will take place. Any requests for changes in this schedule must be approved at least twenty-four (24) hours in advance by designated personnel of AUTHORITY.

5. Meeting: Safety Training. DUQUESNE agrees and assures that representative(s) or designee(s) of both DUQUESNE and H&M will attend any and all safety training including but not limited to Right-of-Way Allocation, required by AUTHORITY, at a time and place specified by AUTHORITY, prior to the planned start date for the PROJECT, as AUTHORITY may determine, in its sole discretion.

6. Signage: Safety Issues. At AUTHORITY's sole discretion, DUQUESNE will bear the sole cost 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. All such traffic and safety personnel and signage relating to the PROJECT shall be provided by AUTHORITY.

7. Restoration. If DUQUESNE, its contractors or their subcontractors cause any damage AUTHORITY's equipment or property, DUQUESNE shall immediately restore the equipment or

property to substantially the same condition as existed when DUQUESNE, its contractors and their subcontractors entered the property pursuant to this Agreement. DUQUESNE shall be solely responsible for all costs associated with restoring the equipment or 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, its directors, officers, members, employees, agents, consultants, contractors, subcontractors and its successors and assigns, from and against any losses, costs, liability or damage (including reasonable attorneys' fees) suffered or incurred by AUTHORITY, its officers, members, employees, agents, consultants, contractors, subcontractors and its 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 Port Authority. This indemnification provision shall not apply if Port 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, a 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 assure that any entity whose representatives or employees may be entering onto AUTHORITY property for the purpose of performing work or inspection of the PROJECT will carry the following insurance in the amounts indicated to protect AUTHORITY against any liability to persons or property incident to DUQUESNE's PROJECT or resulting from any accident occurring in, about, or on AUTHORITY's property, which shall be due to, arise out of, result from, or be in any way connected to DUQUESNE's activities as referenced in this Agreement. Insurance shall be placed with insurance companies authorized to operate in Pennsylvania and with insurance companies acceptable to Authority. Limits shall be primary and non-contributory. Limits may be satisfied by any combination of primary and excess or umbrella per occurrence policies.

a. Worker's Compensation and Employer's Liability.

- 1) Workers' Compensation - Statutory Limits
- 2) Employer's Liability in an amount not less than:

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

3) Notes:

- (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.
  - (ii) The Licensee shall require, and hereby certifies, that each of its Sub licensee maintains 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:

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

2) Notes:

- (i) Licensee shall maintain such Products and Completed Operations liability coverage for at least (1) year after final payment.
- (ii) Policy shall provide that “Port Authority of Allegheny County” be named as an Additional Insured for Licensee'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 Licensee 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:

\$5,000,000 Each Accident

2) Notes:

- (i) Policy shall cover the use of all owned, hired and non-owned vehicles.
- (ii) Policy shall provide that “Port Authority of Allegheny County” be named as an additional insured for Licensee’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 Licensee 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.

Contractor shall maintain coverage in an amount sufficient to assure replacement for all property of Contractor on Authority’s property. The contractor 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.

Licensee shall not commence work 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 Licensee has obtained the insurance required in this Agreement shall in no manner lessen nor affect Licensee's 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 PAAC as an additional insured. In the event the insurance policies purchased by Licensee pursuant to the above insurance requirements contain any deductible or self insured retention provisions, Licensee shall provide PAAC with disclosure of said deductible or self insurance retention prior to execution of the Agreement, which will be subject to PAAC approval. If PAAC approves any insurance policy that includes a deductible or self insured retention, Licensee shall be responsible for payment of any and all deductibles or self insured retentions, whether owing from the named insured or PAAC as an additional insured, applicable to the policies of insurance referenced above. Licensee agrees to require all Contractors, by written agreement as between Licensee and Contractor, that Contractor will name Port Authority as an additional insured, and provide a waiver of subrogation in favor of Port Authority as to all coverages required herein, excepting only coverages required for professional liability, if any. The written agreements between Licensee and its Contractors shall further provide that Contractor will require, by written agreement with its Subcontractors, to name Port Authority as an additional insured, and to provide a waiver of subrogation in favor of Port Authority as to all coverages required herein, excepting only coverages required for professional liability, if any.

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 the AUTHORITY's 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 Prothonotary of Allegheny County 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 Recorder of Deeds Office, 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 equipment and property to substantially the same condition as existed 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 equipment and 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, 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 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: Chief Legal Officer

TO DUQUESNE:

Duquesne Light Company  
2843 New Beaver Avenue  
Pittsburgh, Pennsylvania 15233  
Attention: \_\_\_\_\_

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. Construction. This Agreement shall in no way be construed as allowing, granting or otherwise conveying an easement.

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

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

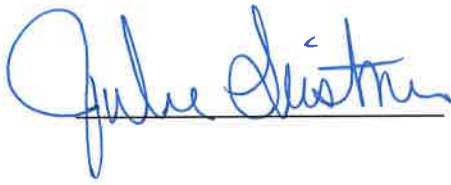
20. Governing Law. This Agreement shall be governed by the laws of the

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.

**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 s/ Michael J. Cetra  
Michael J. Cetra, Esquire  
Chief Legal Officer

ATTEST:

DUQUESNE LIGHT COMPANY



By Michael F. Hegen  
Print name: MICHAEL F HEGEN  
Title: MR. MAINTENANCE PROGRAM MANAGER

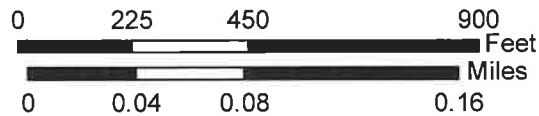
APPROVED AS TO FORM:



Robert L. Monks, Esquire  
Legal and Consulting Services Department



This map is for informational purposes only. Parcel information is provided from the Office of Property Assessments in Allegheny County. Content and availability are subject to change. Property characteristics and values change due to a variety of factors such as court rulings, municipality permit processing and subdivision plans. Excludes name and contact information for property owners, as required by Ordinance 3478-07. For additional information, call the Allegheny County GIS Help Desk at (412) 350-4774 or email at GISHelp@Allegheny County .US.



WGS84 Web Mercator



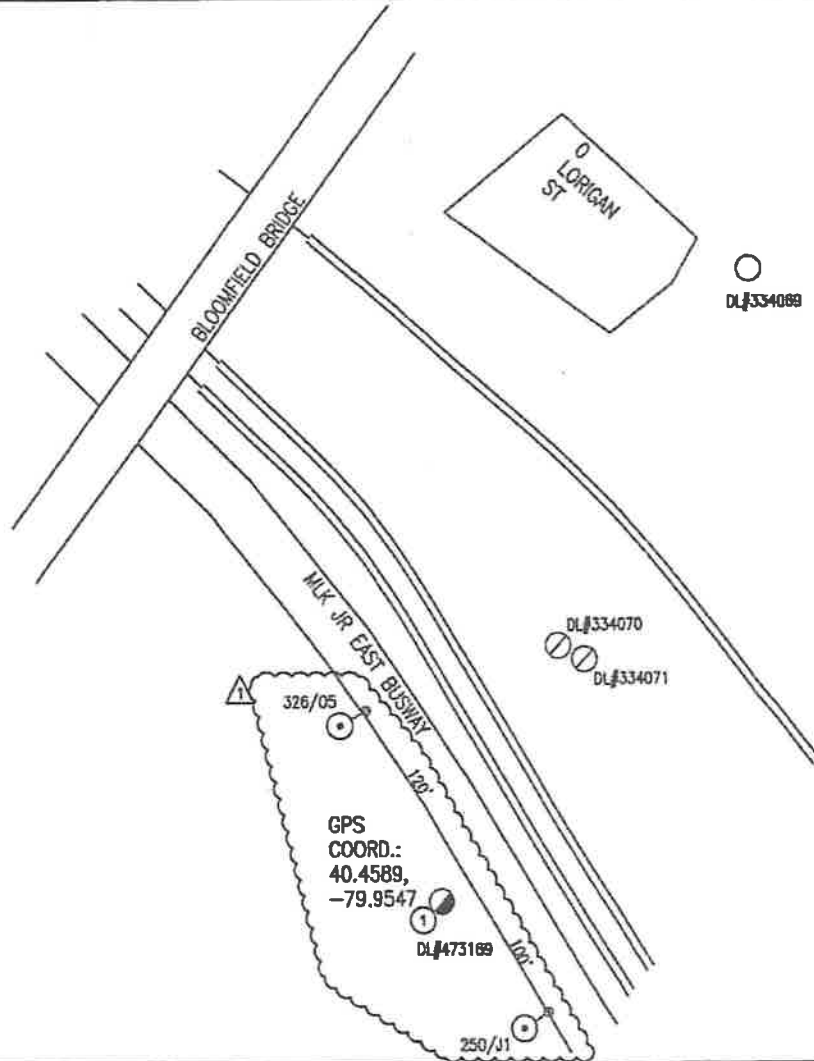
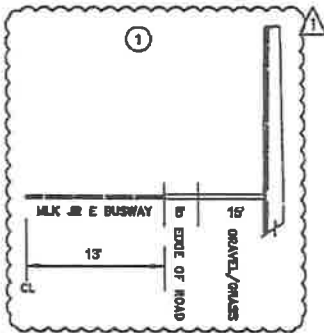


MAP: F0703  
GIS: 4842



DESIGN PA ONECALL  
SERIAL NUMBERS  
20192381699

DL# 473169  
- 50' 2 POLE  
- CABLE CROSSING SIGN



GPS  
COORD.:  
40.4589,  
-79.9547

SUMMARY		
DLC WORK	CITY	PRIVATE PROPERTY
INSTALL POLE	1	1

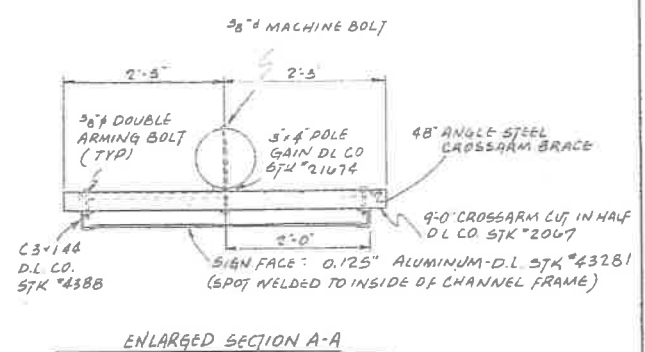
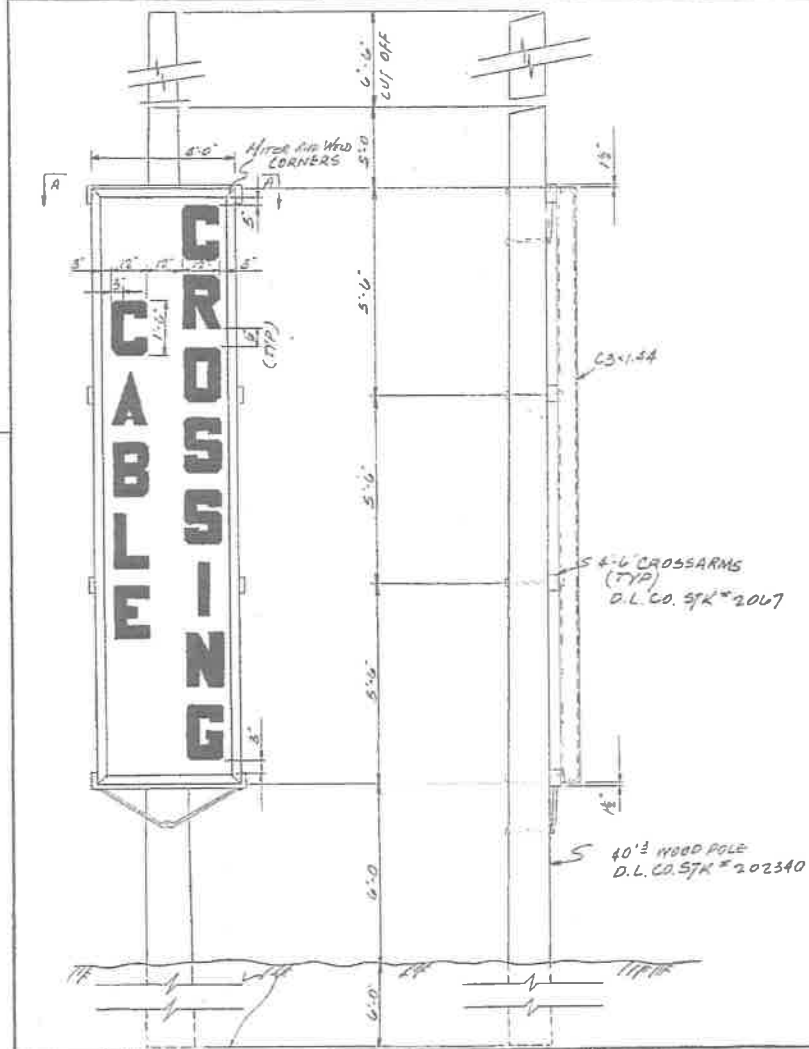
DESIGNED AND  
DRAWN BY  
DATE  
APP. BY  
DATE

7/22/18  
9/22/18  
8/22/18

<b>DLC</b> DUQUESNE LIGHT CO.		DISTRIBUTION ENGINEERING	
PROJECT NO.	NTS	DATE	7/11/2018
DESIGNED BY	K WILSON	CHECKED BY	
PROJECT MGR.	D ALEXANDER	DATE	7/24/18

CABLE CROSSING SIGN AND POLE REPLACEMENT	
E. BUSWAY CITY OF PGH-WARD 5	
INSTALL POLE #473169	
DATE	18-0074
SCALE	480000

REV. 0



- GENERAL NOTE**
1. For Underground User information required by PA Act 287, see A-9504-T67.
  2. PAINT LETTERS WITH FLORESCENT ORANGE

**RELATED DRAWINGS**

- A9504-T9 OHIO RIVER CROSSING CONSTRUCTION PLAN
- A9504-T47 ALLEGHENY RIVER CROSSING



T&D FILE C-75763

REVISIONS	DATE	BY	APP.
1 INCREASED THICKNESS OF ALUM. SHEET FROM 1/8 GAUGE TO 0.125" (ADD'D D.L. CO. SPEC. NO. 43281)	4-30-76	AEC	ARC

**DUQUESNE LIGHT COMPANY**  
ENGINEERING & CONSTRUCTION PITTSBURGH, PA.

BRUNOT ISLAND-ARSENAL 345KV PIPE-TYPE CABLE  
WARDS 2-6-21-22-23-24-25 CITY OF PITTSBURGH  
ALLEGHENY CO PA.

SCALE	DATE 4-30-76	ARCH. APP.
DRAWN AEC	ELECT. APP. E.J.D.	
CHECKED J.C.M.	MECH. APP.	
INSPECTED R.P.	STRUCT. APP.	

CABLE CROSSING SIGN	
APP. COMPLETE WHEN INITIALED	
O.P. NO. 9306	B No. 9504-T12
E.D. NO. 7608	