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June 22, 2020

VIA ELECTRONIC FILING

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

Re: Municipal Contract – Release of Obligations Agreement between Duquesne Light Company and Brighton Township
Docket No. U-2020_____

Dear Secretary Chiavetta:

Enclosed for review and approval in accordance with 66 Pa. C.S. § 507 and 52 Pa. Code § 3.101, is a Release of Obligations Agreement (“Agreement”) dated June 8, 2020 between Duquesne Light Company (“DLC”) and Brighton Township. DLC provided Brighton Township compensation of \$250,066 to perform remediation on Sebring Road, situated in Beaver, Pennsylvania. The remediation specified in the enclosed Agreement relates to the construction of 23 kV and 69 kV distribution facilities that span the Ohio River.

Should you have any questions regarding the enclosed Agreement, please contact Jason Hartle at 412-393-7988.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Emily M. Farah", is written over a faint, larger version of the same signature.

Emily M. Farah
Attorney ID#322559

Enclosures

RELEASE OF OBLIGATIONS AGREEMENT

THIS RELEASE OF OBLIGATIONS AGREEMENT (this "**Agreement**"), is made and entered into as of June 8, 2020 ("**Effective Date**"), by and between Duquesne Light Company, a Pennsylvania limited liability company doing business at 411 Seventh Avenue, Pittsburgh, PA 15219 ("**Duquesne Light**") and Brighton Township, a Western Pennsylvania residential community doing business at 1300 Brighton Road, Beaver, PA 15009 ("**Township**").

WHEREAS, Township required Duquesne Light to obtain a grading permit ("**Permit**") before conducting utility related work in relation to Duquesne Light's Diagonal River Crossing Project ("**Project**") on Sebring Road in Beaver, PA ("**Sebring Road**").

WHEREAS, as a condition to the Permit, Duquesne Light was required to issue a bond to the Township in the amount of \$1,499,066.29 for the use of Sebring Road, for which Duquesne Light obtained and which was reduced to the current value of \$525,322.93,

WHEREAS, after the Project's completion and prior to Duquesne Light's pavement remediation of Sebring Road ("**Duquesne Light Remediation**"), an inspection revealed an unstable road condition due to a landslide,

WHEREAS, Township and Duquesne Light subsequently agreed that Duquesne Light was not the cause of said landslide and the Sebring Road's faulty condition pre-existed the Project's execution,

WHEREAS, Duquesne Light and Township agreed to suspend the Duquesne Light Remediation obligation until Township remediated Sebring Road's stability ("**Township Remediation**"); and

WHEREAS, Duquesne Light shall pay to Township an amount equal to the anticipated cost to cover the Duquesne Light Remediation and in accordance with the terms of this Agreement ("**Release Payment**");

WHEREAS, Township shall use said Release Payment for the purpose of fully restoring and remediating Sebring Road, which shall satisfy and fulfill all Duquesne Light Remediation requirements and all future obligations related to or arising out of the remediation of Sebring Road; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions of this Agreement and incorporating the above-defined terms herein, the parties, intending to be legally bound hereby, mutually covenant and agree as follows:

1. PAYMENT

Upon execution of this Agreement, Duquesne Light shall pay Township in the amount of \$250,066 within forty five (45) business days. Payment shall be made via check, wire transfer, or other means agreed upon by the parties. Payment shall be made in full and shall represent full satisfaction of any and all Duquesne Light obligations with respect to Sebring road and shall release Duquesne Light from any further Permit obligations in accordance with this agreement. Payment to Township shall satisfy all requirements for road bond closure.

2. RELEASE

Township does hereby for itself and its, administrators, successors and assigns, release, acquit and forever discharge Duquesne Light, as well as its successors and assigns, and all of its divisions,

affiliates, subsidiaries, principals, officers, employees, servants, agents, representatives, and associated individuals, entities and corporations, of and from any and all past, present, and future causes of action, claims, demands, repairs, debts, damages, suits, injuries, and losses, known and unknown, foreseen and unforeseen, which relate to, concern, or arise from any and all Duquesne Light activities conducted under the Permit and with respect to Sebring Road. Upon execution and payment under this agreement, Duquesne Light shall have no further obligations with respect to Sebring road, the Permit, or any future claims arising out of or related to the remediation of Sebring Road.

3. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the subject matter and supersedes any and all prior oral or written agreements.

IN WITNESS WHEREOF, the parties hereto have executed this Release of Obligations Agreement as of the Effective Date.

DUQUESNE LIGHT COMPANY

SW

By Scott R Ward

Name: Scott Ward

Title: Director, Operations Project Management

BRIGHTON TOWNSHIP

By John Curtaccio

Name: John Curtaccio

Title: Chairman, Board of Supervisors