



Emily M. Farah
Counsel, Regulatory

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

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

January 28, 2022

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building, 2nd 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-2022-_____

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) with an effective date of March 1, 2022, between Duquesne Light Company (“Duquesne Light” or the “Company”) and the Port Authority of Allegheny County (“Port Authority”). These Agreements provide for the Company to install electrical infrastructure to deliver service to, and provide rebates for, certain DC Fast Charging (DCFC) units at the Port Authority’s East Liberty Bus Garage. The Agreements are executed pursuant to Paragraph 57(b) of the Joint Petition for Settlement in the Company’s most recent base rate case, at Docket Number R-2021-3024750, which was approved by the Pennsylvania Public Utility Commission (“Commission”) without modification on December 16, 2021.

In pertinent part, Paragraph 57(b) of the Commission-approved Joint Petition for Settlement in the Company’s 2021 rate case states:

The Fleet and Transit Charging Pilot is approved with the following modifications: . . . (iv) [Duquesne Light’s] Fleet and Transit Charging Pilot investments will comprise (1) make-ready infrastructure, and (2) rebates to participating customers for the costs of the electric vehicle charging stations. Each rebated provided to a participating customer will not exceed more than . . . 100 percent (for customers participating in the Transit program) of the



customer's contribution for the costs of electric vehicle charging stations.

Please do not hesitate to contact me with any questions, comments, or concerns.

Respectfully Submitted,

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

Emily M. Farah
Counsel for Duquesne Light Company

Enclosures

INSTALLATION, OPERATION & MAINTENANCE AGREEMENT

This Installation, Operation & Maintenance Agreement (hereinafter “Agreement”) made and entered into this 1st of March, 2022 (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, 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 proposed an “EV ChargeUp Pilot Program” as part of a rate case filing to the Pennsylvania Public Utility Commission at Docket No. R-2018-3000124; and

Whereas, the EV ChargeUp Pilot Program included a 2019 DC Fast Charger (“DCFC Unit”) evaluation project to support AUTHORITY battery electric buses at AUTHORITY’s East Liberty Bus Garage; and

Whereas, pursuant to the EV ChargeUp Pilot Program and DC Fast Charger evaluation project, DUQUESNE and AUTHORITY entered into an Installation, Operation & Maintenance Agreement on June 27, 2019, under which DUQUESNE agreed to install and own, at its sole cost and expense, two (2) DC Fast Charging Units at AUTHORITY’s East Liberty Bus

Garage; and

Whereas, pursuant to the EV ChargeUp Pilot Program and DC Fast Charger evaluation project, DUQUESNE installed two (2) DCFC Units at AUTHORITY's East Liberty Bus Garage on February 20, 2020; and

Whereas, DUQUESNE and AUTHORITY continue to believe that the use of electric buses eliminates localized air pollutants, offers reduced emissions and reduced noise pollution compared to traditional diesel buses, are more fuel-efficient, and improve the efficient utilization of the electricity grid, potentially lowering the average electricity cost to service power to the Pittsburgh region; and

Whereas, pursuant to some of the reasons above, AUTHORITY intends to increase the battery electric bus composition of its fleet by six (6) electric buses and requires compatible battery chargers at its East Liberty Bus Garage to support the additional six (6) electric buses; and

Whereas, based on its prior dealings, AUTHORITY believes that DUQUESNE is able to ensure reliable service and provide technical advisory services to AUTHORITY as it adds six (6) additional electric buses to its fleet and understands that DUQUESNE wishes to partner with AUTHORITY on this endeavor (hereinafter the "Partnership"); and

Whereas, DUQUESNE proposed a "Fleet and Transit Charging Pilot Program" ("Program") as part of a rate case filing to the Pennsylvania Public Utility Commission at Docket No. R-2021-3024750, under which, in relevant part, DUQUESNE proposed to install and own (6) additional DCFC Units at AUTHORITY's East Liberty Bus Garage; and

Whereas, the Settlement filed in that proceeding on September 3, 2021 ("Settlement") would authorize DUQUESNE to implement the Program with modifications, including the provision that DUQUESNE will provide rebates to AUTHORITY for the costs of the (6) additional DCFC Units, instead of DUQUESNE installing and owning the DCFC Units;¹ and

Whereas, the Pennsylvania Public Utility Commission approved the Settlement

¹ Settlement ¶57(b) ("The Fleet and Transit Charging Pilot is approved with the following modifications: . . . (iv) [DUQUESNE's] Fleet and Transit Charging Pilot investments will comprise (1) make-ready infrastructure, and (2) rebates to participating customers for the costs of the electric vehicle charging stations. Each rebated provided to a participating customer will not exceed more than . . . 100 percent (for customers participating in the Transit program) of the customer's contribution for the costs of electric vehicle charging stations.")

without modification by Order entered December 16, 2021, at Docket No. R-2021-3024750; and

Whereas, nothing in the Settlement and/or this Agreement shall alter the respective responsibilities of the parties under the Installation, Operation & Maintenance Agreement dated June 27, 2019, pursuant to which DUQUESNE agreed to install and own, at its sole cost and expense, two (2) DC Fast Charging Units at AUTHORITY's East Liberty Bus Garage.

Whereas, AUTHORITY deems it to be in AUTHORITY's operational interest and in the overall public interest to participate in the Partnership; and

Whereas, pursuant to the Partnership and the Settlement, DUQUESNE wishes to support the installation of six (6) DCFC Units at AUTHORITY's East Liberty Bus Garage; and

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

Whereas, AUTHORITY and DUQUESNE agree that the Partnership is limited to the terms of this Agreement and nothing herein shall constitute AUTHORITY's consent to participate in any other programs offered in the future by DUQUESNE, and that DUQUESNE shall, consistent with applicable legal requirements, provide AUTHORITY with prior review and obtain AUTHORITY's written consent, with a minimum of sixty (60) days advanced confidential notice to be provided by DUQUESNE to AUTHORITY, prior to making a filing at the Pennsylvania Public Utility Commission that proposes any new program pertaining exclusively to AUTHORITY; and

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 INSTALLATION AND REBATE:

1. AUTHORITY agrees to erect, own, operate, maintain, repair, and finally remove six (6) 150 kW DCFC Units at AUTHORITY'S East Liberty Bus Garage.

2. DUQUESNE will install, erect, own, operate, maintain, repair, and finally remove the equipment necessary to deliver electricity to such DCFC Units, including all related

Electric Distribution Infrastructure and Make-Ready Infrastructure (the “Electric Delivery Facilities”). The location and construction configuration of the Electric Delivery Facilities are identified in Exhibit A, attached hereto and incorporated herein by reference. For purposes of this Agreement, “Electric Distribution 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 Infrastructure and the DCFC Units which are necessary to connect the DCFC Units. The “Make-Ready Infrastructure Costs” shall mean DUQUESNE’S costs of the Make-Ready Infrastructure.

3. The point of demarcation between DUQUESNE’S and AUTHORITY’S ownership of, and responsibility for, facilities that deliver electricity to such DCFC Units (i.e., the “Service Point” for such DCFC Units, see 52 Pa. Code § 57.28 and Rule 6.1 of DUQUESNE’S retail Tariff) shall be as indicated on Exhibit A.

4. Upon energization of electric service to such DCFC Units (which neither Party shall unreasonably delay), DUQUESNE shall provide a rebate to AUTHORITY for AUTHORITY’S actual costs of such DCFC Units, in an amount not to exceed \$680,000. The amount of the rebate actually provided to AUTHORITY shall be the “Rebate Amount.” AUTHORITY agrees to provide supporting documentation as DUQUESNE may reasonably require to evidence AUTHORITY’S actual costs.

5. AUTHORITY agrees to subscribe to a charging station network service and electronically transmit to DUQUESNE utilization data for all DCFC Units on a recurring basis for the life of this Agreement. AUTHORITY further agrees to advise DUQUESNE of the routes served by the electric buses powered by the DCFC Units, and shall provide additional non-confidential information as DUQUESNE may reasonably request in connection with stakeholder collaboratives and reporting obligations provided under the Settlement. See Settlement ¶57(b)(ii)-(iv); (c); (j).

6. AUTHORITY agrees to pay all charges for electric service in accordance with DUQUESNE’S tariff (“Tariff”). DUQUESNE acknowledges that AUTHORITY is required by law to utilize its public procurement procedures for identifying and acquiring its

electricity supply needs.

7. 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 Delivery Facilities. 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.

B. GENERAL TERMS:

1. **Term.** This Agreement shall become effective on the Effective Date set forth above. This Agreement shall continue in effect for ten (10) years (the "Initial Term") from the date of execution (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 or DCFC Units, 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 Infrastructure and Make-Ready Infrastructure 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. In the event this Agreement is (a) terminated by AUTHORITY for any reason other than a default by DUQUESNE or (b) terminated by DUQUESNE as a result of a AUTHORITY default, in each case on or prior to the expiration of the Initial Term, then AUTHORITY shall pay to DUQUESNE an amount equal to the Rebate Amount plus the Make-Ready Infrastructure Cost, reduced by ten percent (10%) for each full year between the Effective Date and the date of the termination of the agreement. Within thirty (30) days of the termination date of the Agreement by AUTHORITY for any reason other than a default by DUQUESNE or by DUQUESNE as a result of AUTHORITY default, DUQUESNE will provide AUTHORITY with supporting documentation for the amounts owed under this Agreement and acknowledges and agrees that if DUQUESNE submits an amount owed by AUTHORITY pursuant to this Agreement in excess of AUTHORITY management's limits of authority to approve payment of same, then payment of such amounts to DUQUESNE will be further subject to review and approval by AUTHORITY's Board. AUTHORITY management will present such charges to AUTHORITY's Board for review and consideration, in good faith and with a recommendation that AUTHORITY's Board approve such payment by AUTHORITY, within sixty (60) days of receipt of the amounts owed 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 in accordance with Rule 9 (C) of the Tariff existing as of the effective date of this Agreement.

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 Electric Delivery Facilities pursuant to this Agreement to maintain insurance coverages in accordance with the provisions set forth in Exhibit C, 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 Electric Delivery Facilities or DCFC Units. Should the Electric Delivery 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 Electric Delivery Facilities within thirty (30) days of the damage to the Electric Delivery 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 Electric Delivery 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. Disclaimers. 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.

DUQUESNE does not guarantee the performance or operation of the charging stations and expressly disclaims all warranties, whether express or implied, including without limitation all warranties of merchantability and of fitness for a particular purpose. DUQUESNE is not liable for any damage caused by the operation or malfunction of the installed charging stations. DLC makes no representations regarding manufacturers, dealers, contractors, materials or workmanship of the charging stations or any charging station vendor that AUTHORITY may choose. AUTHORITY agrees that DUQUESNE has no liability whatsoever concerning the quality and safety of the charging station equipment.

7. Publicity. DUQUESNE and AUTHORITY will develop a joint media and public relations strategy and plan prior to commissioning of the charging stations and will publicly and jointly promote and recognize one another's contribution to the project through platforms including press releases, press events(s) or other public relations activities.

- (a) 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.
- (b) All materials, branding, and public outreach, including all press releases must be approved and signed off on by both DUQUESNE and AUTHORITY in writing.

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 the court of appropriate jurisdiction within the Commonwealth of Pennsylvania, whether civil court in Allegheny County or the Pennsylvania Public Utility Commission

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 within the Commonwealth of Pennsylvania.

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

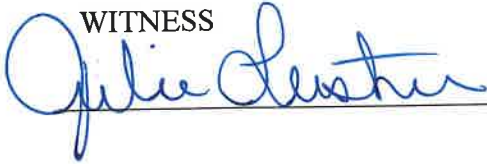
12. This Agreement supersedes any prior agreements, written or oral, relating to the subject matter hereof. However, nothing in the Settlement and/or this Agreement shall be construed as altering, in any way, the responsibilities of the parties under the Installation, Operation & Maintenance Agreement dated June 27, 2019, pursuant to which DUQUESNE agreed to install and own, at its sole cost and expense, two (2) DC Fast Charging Units at AUTHORITY's East Liberty Bus Garage. 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. This Agreement is contingent upon the Pennsylvania Public Utility Commission's ("PUC") approval of the Settlement and of this Agreement. DUQUESNE will file a copy of this Agreement with the 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. AUTHORITY and DUQUESNE acknowledge and agree that the Partnership is limited to the terms of this Agreement and nothing herein shall constitute AUTHORITY's consent to participate in any other programs offered in the future by DUQUESNE, and that DUQUESNE shall, consistent with applicable legal requirements, provide AUTHORITY with prior review and obtain AUTHORITY's written consent, with a minimum of sixty (60) days advanced confidential notice to be provided by DUQUESNE to AUTHORITY, prior to making a filing at the Pennsylvania Public Utility Commission that proposes any new program pertaining exclusively to AUTHORITY.

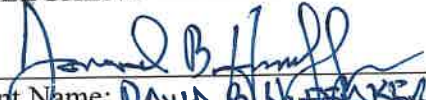
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IN WITNESS WHEREOF and intending to be legally bound hereby, the Parties hereto have executed this Agreement as of the date set forth herein.

WITNESS



PORT AUTHORITY OF
ALLEGHENY COUNTY

By: 

Print Name: DAVID B. HUFFAKER
Title: CHIEF DEVELOPMENT OFFICER

APPROVED AS TO FORM:



Legal and Consulting Services

WITNESS:



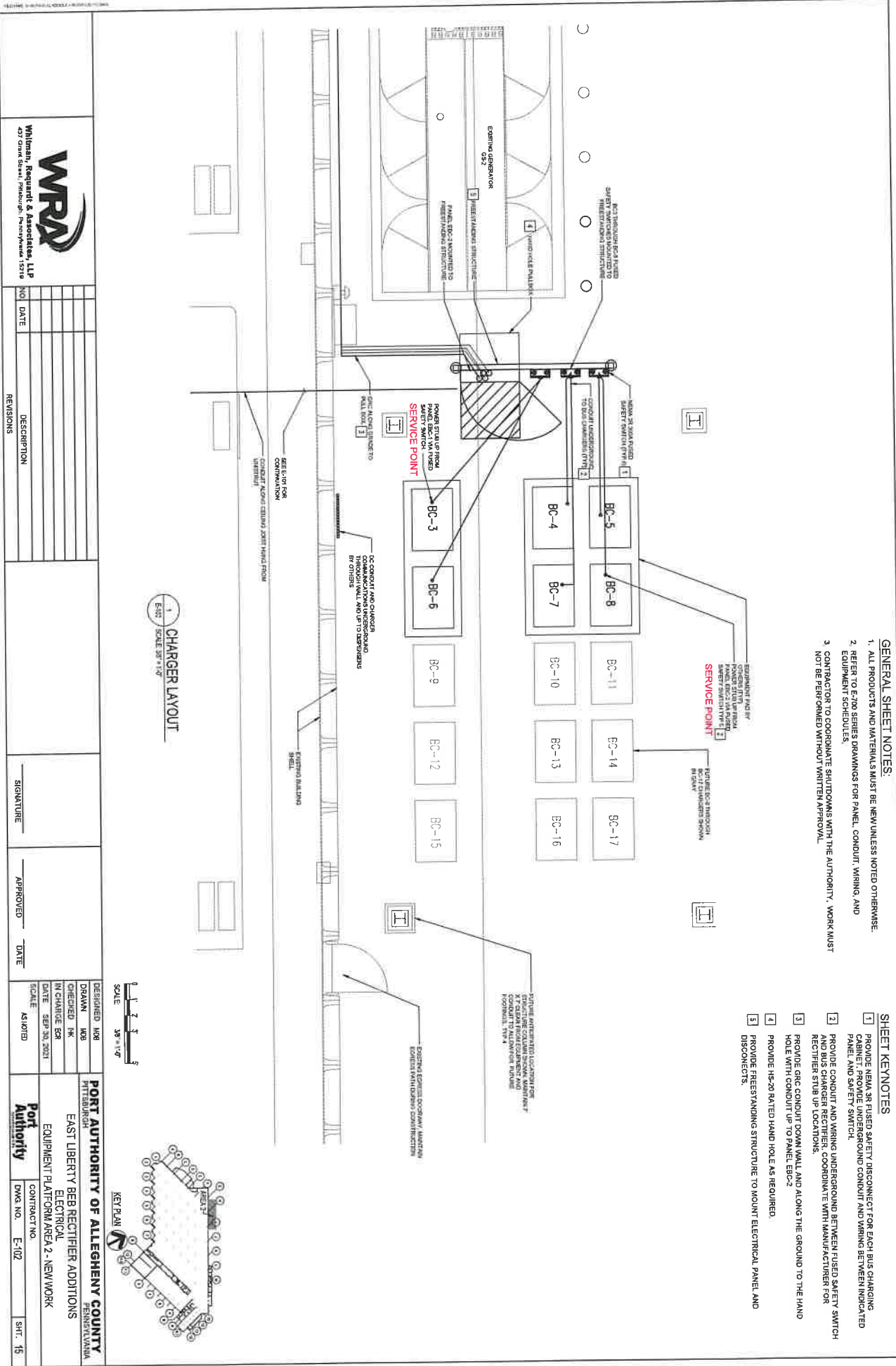
Lesley C. Gannon, Assistant Corp. Secretary

DUQUESNE LIGHT COMPANY

By: 

Print Name: Brian Guzek
Title: Managing Director, AIM &
Utility Strategy

EXHIBIT A—SITE PLAN



NO.	DATE	DESCRIPTION	REVISIONS

SIGNATURE	APPROVED	DATE

DESIGNED	DRAWN	CHECKED	IN CHARGE	DATE	SCALE
MOB	KOB	HK	ESR	SEP 30, 2021	AS NOTED

PORT AUTHORITY OF ALLEGHENY COUNTY
PITTSBURGH, PA
EAST LIBERTY BEB RECTIFIER ADDITIONS
ELECTRICAL
EQUIPMENT PLATFORM AREA 2 - NEW WORK
CONTRACT NO. E-102
SHT. 15

EXHIBIT A

DUQUESNE LIGHT COMPANY PHASE II MAKE-READY FACILITIES

DUQUESNE Ownership of Make-Ready Facilities
1. Complete connections for secondary wiring from an upgraded 1500kVA transformer to switchboard (SWBD-1).
2. Upgrading of the rating plug main circuit breaker on the service disconnect in switchboard (SWBD-1).
3. Install new 1200A LSIIG feeder breaker in section 3 of switchboard (SWBD-1) to power five of six of the DCFC.
4. Install above-ground conduit and cabling from the new 1200A LSIIG feeder breaker in section 3 of switchboard (SWBD-1) to the new HS-20 rated in-ground pull-box. –to the new in-ground pull-box that will be installed next to new panel board.
5. Install underground routing of conduit and cabling from in-ground pull-box to new bottom fed panel board (Panel EBC-2) (approx 10 ft of underground trenching/back filling).
6. Install new free-standing 1200A Bus Panel (EBC-2) with 1200A MCB and install five new 250A LSI distribution breakers within panel.
7. Install underground routing of conduit and cabling from new free-standing 1200A Bus Panel (EBC-2) to five new 300A fused disconnects that are adjacent to the DCFC.
8. Install underground routing of conduit and cabling from five new fused disconnects to five DCFC rectifier cabinets (BC-4,5,6,7,8).
9. Install above-ground routing of conduit and cabling from existing 250A LSI breaker (in EBC-1) to one new 300A fused disconnect to power one of six of the DCFC.
10. Install above-ground routing of conduit and cabling from one new fused disconnect to one DCFC rectifier cabinet (BC-3).

The point of demarcation between DUQUESNE'S and AUTHORITY'S ownership of, and responsibility for, facilities that deliver electricity to such DCFC Units is indicated as "Service Point."

EXHIBIT B – LICENSE AGREEMENT

Made and entered into this 1st of March, 2022, 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 21st and 22nd 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 21st and 22nd Wards, City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania; (hereinafter called the Property) and described on drawings 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 or its contractors 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; in accordance with Rule 9 (C) of the Tariff existing as of the effective date of this Agreement.

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

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.

ATTEST:



Witness

ATTEST:


Lesley C. Gannon, Assistant Corp. Secretary
Witness

PORT AUTHORITY OF ALLEGHENY COUNTY
By: 

Print Name: DAVID BUFFAKER
Title of Authorized Signatory: CHIEF DEVELOPMENT OFFICER

DUQUESNE LIGHT COMPANY
By: 


Print Name: Brian Guzek
Title of Authorized Signatory: Managing Director, AIM and Utility Strategy 

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