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July 1, 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 – Right of Way Agreement between Duquesne Light Company
and O'Hara Township
Docket No. U-2022-_____**

Dear Secretary Chiavetta:

Enclosed for review and approval in accordance with 66 Pa.C.S. § 507 and 52 Pa. Code § 3.101, is a Right of Way Agreement dated June 28, 2022, between Duquesne Light Company (“Duquesne Light” or the “Company”) and the Township of O’Hara (“Township”). The Township granted to Duquesne Light a Right of Way on Village Drive situated in O’Hara Township, Allegheny County, which provides the right to install, use, own, operate, maintain, repair, renew, and remove an electrical line.

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".

Emily M. Farah
Attorney ID#322559

Enclosure

UGPP/OTHR/PRPTY/REV01/08
916347

PRIVATE PROPERTY PRIMARY
RIGHT OF WAY AGREEMENT

The undersigned Grantor, THE TOWNSHIP OF O'HARA, does hereby grant unto Duquesne Light Company (Duquesne), its successors and assigns, for providing, transmitting and/or distributing electric and/or communications services, for any and all purposes, the right, privilege and authority to erect, install, use, operate, maintain, repair, renew and finally remove an underground system consisting of cables, wires, conduit, switch, transformer and other fixtures and apparatus thereto belonging, upon, over, under, along, across and through Grantor's land, (having tax I.D. 357-R-150), fronting on Village Dr., situate in the Township of O'Hara, County of Allegheny, Commonwealth of Pennsylvania, together with the right to occupy and use as part of the underground system the conduit, provided by Denis J. & Francis J. Meinert. The underground system shall be within an easement and right of way hereinafter described as being a strip of land twenty feet (20') in width, the centerline being facilities as installed in the field, beginning at pole #327860 and continuing in a westerly direction approx. two hundred thirty (230') feet to switch # 91030; hence continuing in a westerly direction approx. one hundred seventy (170') feet, ending at transformer site #91031, all in accordance with and substantially at the location shown on Duquesne Light Company Drawing No. 916347-T1 & T2 copies of which have been attached to and made part hereof.

In accordance with Duquesne's filed and effective tariff, Duquesne shall have the right to allow its customer served by this right of way, Denis J. & Francis J. Meinert (Customer) to enter upon the right of way to install, own, maintain, renew or remove, as determined by Duquesne, the conduit used in conjunction with the underground system. Duquesne shall also have the right to occupy and use as part of the underground system the conduit provided by

Customer; to trim or to remove any trees, shrubbery, roots or obstructions which at any time may interfere or threaten to interfere with the installation, use, operation, maintenance, repair, renewal or final removal of the underground system; to enter upon the land at any time for such purposes; and to sublet or assign Duquesne's interest, in whole or in part, without the prior consent of Grantor.

The responsibility for the installation and construction of the underground system shall be as detailed and defined on the herein referred drawing and/or related drawings. The conduit, required as part of the underground system shall be installed, owned, maintained, renewed and finally removed by customer, their successors and assigns. Customer shall provide all excavation and surface restoration required for the installation of the underground system. Upon completion of installation of the facilities, or any required subsequent maintenance to the same, the party who conducted such work (either the Customer or Duquesne, as the case may be) shall restore the surface of Grantor's property to a condition as reasonably similar as possible to its condition prior to such installation or maintenance.

For itself, its successors and assigns, Customer agrees to the making of this Grant and assumes the Customer's obligations as set forth in this Agreement.

Utility shall 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.

————— SIGNATURE AND NOTARY PAGE TO FOLLOW —————

CUSTOMER:

WITNESS:

Rebecca Slagel

By: *Denis J. Meinert*
Denis J. Meinert

Rebecca Slagel

By: *Francis J. Meinert*
Francis J. Meinert

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 28th day of June, 2022, before me, the undersigned officer, a Notary Public in and for the Commonwealth and County, personally appeared, Denis J. & Francis J. Meinert, known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged the foregoing Agreement to be his act and deed and desire the same to be recorded as such.

IN WITNESS WHEREOF I have set my hand and official seal.

Catherine L. Bubas
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Catherine L. Bubas, Notary Public
Allegheny County
My commission expires June 27, 2025
Commission number 1019351
Member, Pennsylvania Association of Notaries

IN WITNESS whereof and intending to be legally bound hereby, the Grantor has executed this Agreement this 28th day of June, 2022.

GRANTOR:

THE TOWNSHIP OF O'HARA, a municipal authority

ATTEST:

Catherine L. Bubas
Secretary

By:

Julie A. Jakubec Township Manager

COMMONWEALTH OF PENNSYLVANIA)

) SS:

COUNTY OF ALLEGHENY)

On this 28th day of June, 2022, before me, the undersigned officer, a Notary Public in and for the Commonwealth and County, personally appeared, Julie A. Jakubec, Township Manager, known to me ~~for satisfactorily proven~~ to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged the foregoing Agreement to be ~~his~~ act and deed and desire the same to be recorded as such.

Their

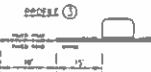
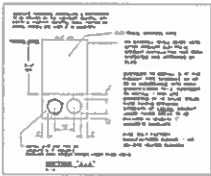
IN WITNESS WHEREOF I have set my hand and official seal.

Catherine L. Bubas
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Catherine L. Bubas, Notary Public
Allegheny County
My commission expires June 27, 2025
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Member, Pennsylvania Association of Notaries

No. 916347-T1



RELATED DRAWINGS
 T14-11-1 - CONSTRUCTION DETAILS FOR 15KV STRUCTURE ENCLOSURE

Table 1 - SURFACE STRUCTURE CLEARANCES

STRUCTURE	HEIGHT	CLEARANCE
4-00'	17'	17'
4-00'	18'	18'
4-00'	19'	19'
4-00'	20'	20'

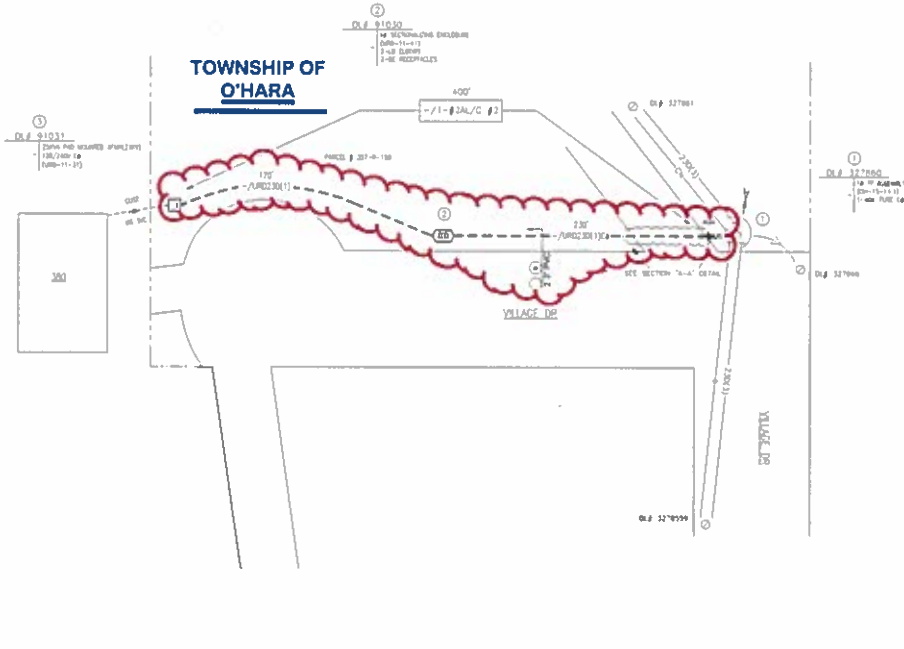
SUMMARY

DLC CODE	QTY	PRIVATE PROPERTY	QTY	STATUS
DETAILS OF #2	1		0	(0)
DETAILS OF #3	1		0	(0)

CKT#-023710(6)
 POLE MAP#-F6-7
 GIS-4244



TOWNSHIP OF O'HARA



DLC ENGINEERING LIGHT CIVIL & ENGINEERING

380 VILLAGE DR-DEWONS, MERRET O'HARA TWP 15211

DATE: 3/18/22
 BY: JZHG
 APPROVED: [Signature]
 DATE: 3/18/22

PROJECT: 20-0005
 SHEET: 916347-T1