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August 4, 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 between Duquesne Light Company and the Pittsburgh Water and Sewer Authority
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, is an agreement dated August 3, 2022, between Duquesne Light Company (the “Company”) and the Pittsburgh Water and Sewer Authority (“PWSA”). This agreement provides for the nondisclosure of confidential customer information that the PWSA may share with the Company as part of its participation in the Company’s Fleet Electrification Advisory Service program, which was approved by Commission Order entered December 16, 2021, at Docket Nos. R-2021-3024750 *et al.*

The Company understands that PWSA is contemporaneously filing this agreement under a separate cover.

Please do not hesitate to contact me with any questions.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Michael Zimmerman". The signature is written in a cursive, flowing style.

Michael Zimmerman

Enclosures
Cc: Shannon Barkley, PWSA (sbarkley@pgh2o.com)

**NON-DISCLOSURE AGREEMENT
BETWEEN
DUQUESNE LIGHT COMPANY
AND
THE PITTSBURGH WATER AND SEWER AUTHORITY**

This Agreement is entered into on 8/3/2022, 2022,

Between

DUQUESNE LIGHT COMPANY, on behalf of itself and its subsidiaries and affiliates (hereinafter jointly referred to as the “Company”), with offices at 411 Seventh Avenue, Pittsburgh Pennsylvania 15219,

and

THE PITTSBURGH WATER AND SEWER AUTHORITY, with offices 1200 Liberty Avenue, Pittsburgh, Pennsylvania 15222 (hereinafter the “Authority”) (hereinafter the Authority and collectively as the “Parties”).

WHEREAS, the Authority and the Company wish to collaborate on Company’s Fleet Electrification Advisory Service to help Authority plan its fleet transition to electric vehicles (hereinafter “Discussions”).

WHEREAS, Company together with its third-party contractor, ICF, plans to work with Authority to develop a customized fleet assessment report and presentation at no cost to Authority. This report and presentation will include vehicle recommendations, cost and emissions analysis and charging infrastructure recommendations; and will identify available financial incentives and other information to help inform Authority’s decision-making process.

WHEREAS, the Company will require access to the Authority’s confidential and proprietary information, including but not limited to the following: make, model, year, annual mileage, odometer reading, annual fuel use and cost, maintenance cost and fleet depot locations. Company understands that Authority may decide for private and security reasons to not share certain fleet data.

WHEREAS, if desired, Company can provide secure data-transfer mechanism to Authority to share its fleet data. Company and ICF will securely store and treat confidentially Authority’s fleet data. Company and ICF will not share Authority’s data with any other entity except with express permission of Authority or as required by law.

WHEREAS, Authority wishes to ensure that its confidential information is kept in confidence.

THEREFORE, the Parties agree to the following terms and conditions:

1. **Confidentiality.**

(a) **Protected Information.** The Company acknowledges that information disclosed to it by the Authority during the Discussions may include information confidential and proprietary to the Authority. The Company agrees that it will not disclose, directly or indirectly, to any person or entity, information or data of any kind or nature, whether expressed in writing or otherwise, including information of a technical, operational, security or economic nature, including as well that the Parties are having the Discussions, that is disclosed or revealed to it or to its representatives, consultants, employees or agents under this Agreement (hereinafter “Protected Information”). The Company agrees to hold and maintain all Protected Information in strict confidence and to employ all procedures necessary to prevent the disclosure of any such Protected Information. The Company shall have the duty to immediately notify the Authority if it has actual knowledge that the confidentiality of any Protected Information has been compromised.

The Authority agrees that in the event of an actual or threatened breach of this Subsection 1(a), the Authority’s remedies at law may be inadequate. The Company agrees that in such event, the Authority shall have the right of specific performance or injunctive relief, or both, in addition to any and all other remedies and rights at law or in equity, and any such rights and remedies shall be cumulative.

(b) **Exceptions to Confidentiality.** Notwithstanding 1(a) above, the Company may disclose Protected Information (i) as required under any applicable settlement approved by the Pennsylvania Public Utility Commission; and (ii) if required to do so by an order of a court or administrative entity of competent jurisdiction, but only after the party receiving notice has timely given the Authority ample notice and the opportunity to oppose the issuance of such order.

The Company agrees not to oppose any objection by the Authority to a subpoena, order, request, or demand for Protected Information made upon the Company receiving notice and further agrees to cooperate with and support the Authority party in any such efforts.

(c) **Permitted Use of Protected Information.** The Company is permitted to use the Protected Information only for the purposes of the Discussions or evaluating the Discussions. For purposes of clarity, Company is permitted to share Protected Information with ICF, who shall be under similar confidentiality terms with Company.

(d) **Notice Requirements.** If the Company believes that any of the exceptions set forth in 1(b) apply with respect to certain Protected Information so as to permit disclosure to a third party or use beyond that specified herein, the Company shall before disclosing said Protected Information give fifteen (15) days advance written notice to the Authority of such belief, specifying the facts upon which such belief is based. Such notice shall include specific reference to documents and other writings relied upon by the Company for claiming that an exception applies to said Protected Information. The Company shall furnish such

additional information as the Authority may reasonably request to aid in its evaluation of the validity of the Company's claim.

(e) **Return of Information.** Upon completion or termination of this Agreement for any reason, or upon the written request at any time of the Authority, and regardless of any issues which might be outstanding between the Parties at such time or times, the Company shall return or destroy and certify such destruction to the Authority within five (5) business days all originals and copies of any Protected Information and all derivatives thereof upon request by the Authority. Confidentiality of retained information will be maintained as long as this information is in possession of the Company, its assigns or successors. It is understood and agreed that the Company shall not acquire any right, title, or interest in or to any Protected Information of the Authority. The Company's only legitimate interest in the Authority's Protected Information shall be in connection with the furtherance of its duties and obligations under this Agreement. The Company agrees not to make use of any the Authority's Protected Information for its sole benefit, or for the benefit of any other party, apart from this Agreement or for any other purpose.

2. Governing Law, Venue & Jurisdiction.

This Agreement and any Supplements hereto shall be governed, interpreted, and enforced in accordance with the laws of the Commonwealth of Pennsylvania, exclusive of its conflict of laws rules. Any legal proceedings which may arise from this Agreement or any Supplements hereto shall be brought exclusively in the Court of Common Pleas of Allegheny County Pennsylvania, and the Parties hereby consent and submit themselves to such jurisdiction and venue.

3. Notices.

Unless otherwise specifically provided herein, any notice or other communication required or permitted to be given under this Agreement shall be in writing addressed to the respective party as set forth below and may be personally served, sent by electronic transmission or sent by overnight courier service or certified or registered mail, return receipt requested and shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by electronic transmission, upon telephone or further electronic communication from the recipient acknowledging receipt (whether automatic or manual from recipient); (c) if delivered by registered or certified mail, return receipt requested, on the date on which such notice was received as indicated in such return receipt; (d) if delivered by a nationally recognized overnight courier, one (1) business day after deposit with such courier properly addressed. Either party shall have the right to change its address for notice hereunder to any other location within the continental United States by prior written notice to the other party.

4. Term.

This Agreement may be terminated by either party upon thirty (30) days advance written notice to the other party. Notwithstanding the foregoing, the Company will continue to be

bound by the obligations of Section 1 of this Agreement for a period of five (5) years from the date of such termination.

5. Miscellaneous.

- (a) This Agreement shall be binding on the respective Parties and their successors and permitted assigns.
- (b) No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or other provisions of this Agreement, and no waiver shall be effective unless made in writing.
- (c) The terms and conditions of this Agreement may not be modified or deleted except by a written instrument signed by a duly authorized representative of the Parties hereto.
- (d) The section and subsection headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.
- (e) If any term or condition of this Agreement or the application thereof to any person or circumstance is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other terms and conditions or applications of this Agreement.
- (f) All remedies described in this Agreement are cumulative and may be exercised or not exercised at the option of the Authority, and may be exercised singly or successively, and in any order, and in any manner.
- (g) Notwithstanding the expiration or termination of this Agreement, it is acknowledged and agreed that those rights and obligations which by their nature are intended to survive such expiration or earlier termination shall survive including, without limiting the foregoing.

6. Public Utility Commission. Within ten (10) days of execution, the Company and Authority will each, independently, file a copy of this Agreement with the Pennsylvania Public Utility Commission "PA PUC" as required by Title 66, Section 507 of the Pennsylvania Public Utility Code. This Agreement shall become effective in accordance with the applicable provisions of the PA PUC Code.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year above first written.

WITNESS/ATTEST:

**THE COMPANY:
DUQUESNE LIGHT COMPANY**

By: Emily Phan-Deuben

By: Sarah Olexsak

Name: Sarah Olexsak
Title: Sr. Manager, Transportation Electrification

**THE AUTHORITY:
THE PITTSBURGH WATER AND SEWER
AUTHORITY**

Edward Barca

Finance Director for Authority

By: *William J. Pickering*

Name: William J. Pickering

Title: Chief Executive Officer

APPROVED AS TO FORM:

Shannon Bartley

Legal Counsel for Authority