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May 5, 2023

**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  
Borough of Wilkesburg  
Docket No. U-2023 \_\_\_\_\_**

Dear Secretary Chiavetta:

Enclosed for review and approval in accordance with 66 Pa.C.S. § 507 and 52 Pa. Code § 3.101, is a License Agreement dated April 11, 2023, between Duquesne Light Company (“Duquesne Light” or the “Company”) and the Borough of Wilkesburg (“Borough”). The Borough granted to Duquesne Light a license in the Borough of Wilkesburg, Allegheny County, which provides the right, privilege, and authority to access, erect, install, use, operate, maintain, repair, renew and finally remove and electric vehicle charging station.

Should you have any questions, comments or concerns, please contact me.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Emily M. Farah", is written over a white rectangular background.

Emily M. Farah  
Attorney ID#322559

Enclosure

cc: (John Antinori, Borough Manager, jantinori@wilkesburgpa.gov, w/encl.)



**FORM OF PRIVATE PROPERTY LICENSE AGREEMENT**

The Borough of Wilkesburg ("Grantor"), does hereby grant unto Duquesne Light Company, its successors and assigns ("Grantee") an exclusive license for the purpose of providing electric services, with the right, privilege and authority to access, erect, install, use, operate, maintain, repair, renew and finally remove an electric vehicle charging station make-ready system ("License") consisting of fixtures and apparatus necessary to connect Grantee's electric service facilities to the charging station stub as identified in Exhibit A hereto and made a part hereof (the "Facilities") upon, over, under, along, across and through Grantor's Property, as hereinafter defined.

Grantor is the owner of certain real property located at 915 Wood Street, Pittsburgh, PA 15221 and being known as 175-S-125 which tract of land by deed dated September 28, 1993, and recorded in the Office of the Allegheny County Department of Real Estate in Deed Book Volume 9063, Page 293, granted and conveyed to the Grantor herein (the "Grantor Property.")

Grantor further grants to Grantee the right to occupy and use the Grantor Property as may be necessary for the use and function of the Facilities on Grantor's Property; to remove any obstructions which at any time may interfere or threaten to interfere with the rights granted herein; to enter upon the land at any time for such purposes; and to sublet or assign Grantee's interest in whole or in part, without the prior consent of Grantor. The Facilities will be installed substantially within the area shown on Exhibit A.

All components of the Facilities will be installed, owned, maintained, and renewed by Grantee. Grantor reserves the right to use the surface of the Licensed area for such uses and purposes as are not inconsistent with and will not unreasonably interfere with the rights granted herein.

Grantor and Grantee are both parties to a DLC Electric Vehicle Customer Agreement dated March 30, 2023 ("Customer Agreement"). This License, and all rights provided hereunder, shall automatically terminate upon the earlier of either: (a) Grantee's transfer of title of the Facilities to Grantor in accordance with the terms of the Customer Agreement or (b) Grantee's removal of the Facilities from the Grantor Property for any reason.

This License will be binding upon and inure to the benefit of all the parties hereto and their respective heirs, successors and assigns until such time as the License is terminated a mentioned above.

Where Grantor is a municipal corporation as defined at Title 66, Section 102 of the Public Utility Code, Grantee will 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 Agreement will become effective in accordance therewith.

\_\_\_\_\_  
SIGNATURE PAGE TO FOLLOW  
\_\_\_\_\_

IN WITNESS whereof and intending to be legally bound hereby, the parties have executed this Agreement this 11 day of April 2023.

GRANTOR:

Borough of Wilkinsburg

By: 

Officer Name: ~~John~~ John Antevore

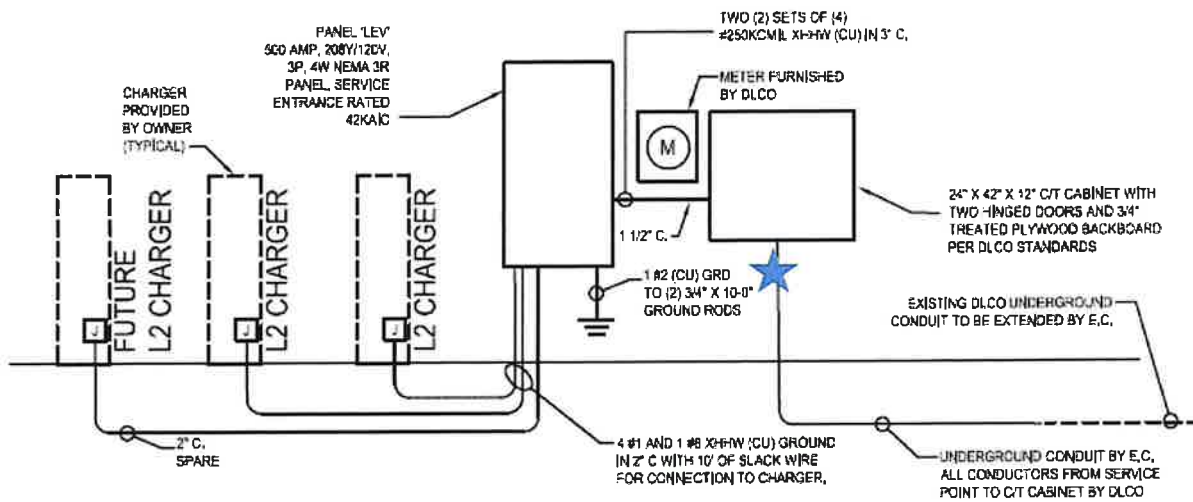
Officer Title: Borough Manager

### EXHIBIT A

<<DLC-PROVIDED SITE PLAN INDICATING WHAT FACILITIES WILL BE PLACED, WHERE THE FACILITIES WILL BE PLACED, AND LOCATION OF SERVICE POINT>>

Final Exhibit will be substantially similar to and in accordance with the drawing below.

Image 1 of 2



★ Indicates where the service point is located.

Image 2 of 2

