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May 23, 2023

Via Electronic Filing

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

RE: Amended Municipal Contract between Duquesne Light Company and the Borough of Ambridge, Beaver County
Docket No: U-2022-3037354

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 Amended Customer Agreement (“Amended Agreement”) dated December 22, 2022, between Duquesne Light Company (“Duquesne Light” or the “Company”) and the Borough of Ambridge, Beaver County (“Borough”), which was approved by the Pennsylvania Public Utility Commission on January 23, 2023 at the above-mentioned docket. The Amended Agreement modifies the rebate amount from \$8,014 to \$3,406 and includes a License Agreement between the Company and the Borough for the right to install, use, operate and remove an electrical vehicle charging station at 600 11th St., Ambridge, PA 15003.

Please contact me if you have any questions, comments, or concerns.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Emily M. Farah", is written over a light blue circular stamp.

Emily M. Farah
Counsel, Regulatory

cc: Mario N. Leone, Ambridge Borough Manager (manager@ambridgeboro.org)
Joe Sherrick (jsherrick@pa.gov)
Darren Gill (dgill@pa.gov)



**FIRST AMENDMENT TO DLC COMMUNITY AND FLEET CHARGING PROGRAM
CUSTOMER AGREEMENT**

This Duquesne Light Company Community and Fleet Charging Program Customer Agreement Amendment (this "Amendment") amends the DLC Community and Fleet Charging Program Customer Agreement, dated December 22, 2022 (the "Customer Agreement") by and between Borough of Ambridge ("Customer") and Duquesne Light Company ("DLC"). Capitalized terms not otherwise defined herein shall have the same meanings as in the Agreement.

WHEREAS, the Parties agree to amend the Customer Agreement as follows:

1. Section 6 Rebates:

Delete Section 6 in its entirety and replace with the following:

Rebates. Customer may qualify for a rebate under the Program, as determined by DLC in its sole discretion pursuant to Applicable Laws. Rebates are only available where Customer is located in an Environmental Justice Area or operates fleet EVs at the Customer Location pursuant to Section 3(d)(i) of this Agreement.

- a. Customer's rebate amount, as initially determined by DLC, is estimated to shall be and shall not exceed \$ 8,014,340.00.
- b. Upon Customer's satisfaction of any rebate requirements, DLC shall assess the final rebate costs and provide the above final rebate amount to Customer within ninety (90) days of the later of either (i) the Commencement Date; or (ii) receipt of Customer's cost information satisfactory to DLC, in its sole discretion. For Customers that operate fleet EVs at the Customer Location pursuant to Section 3(d)(i) of this Agreement, such rebate shall not exceed fifty percent (50%) of Customer's actual reasonable costs of the Charging Station Package(s); and for other qualifying Customers located in an Environmental Justice Area, such rebate shall not exceed the lesser of five-thousand dollars (\$5,000) per Dual Port Level 2 Charging Station or Customer's actual reasonable costs of the Charging Station Package(s).

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the date and year first above written.

DUQUESNE LIGHT COMPANY

CUSTOMER: Borough of Ambridge

By: *Sarah J. Oleksak*

By: *Marco N. Leone Jr.*

Name: Sarah J. Oleksak

Name: Marco N. Leone Jr.

Title: Senior Manager, Transportation Electrification

Title: Borough Manager



FORM OF PRIVATE PROPERTY LICENSE AGREEMENT

Borough of Ambridge ("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 in the Borough of Ambridge, located at 600 11th St., Ambridge, PA 15003 and being known as Parcel 11-005-0114.000, which tract of land Economy Industrial by deed dated December 1, 1972 and recorded in the Office of the Beaver County Recorder of Deeds in Deed Book Volume 1003, Page 250, 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 December 22, 2022 ("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 as 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.

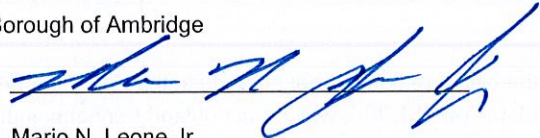
SIGNATURE PAGE TO FOLLOW



IN WITNESS whereof and intending to be legally bound hereby, the parties have executed this Agreement this 30th day of JANUARY

GRANTOR:

Borough of Ambridge

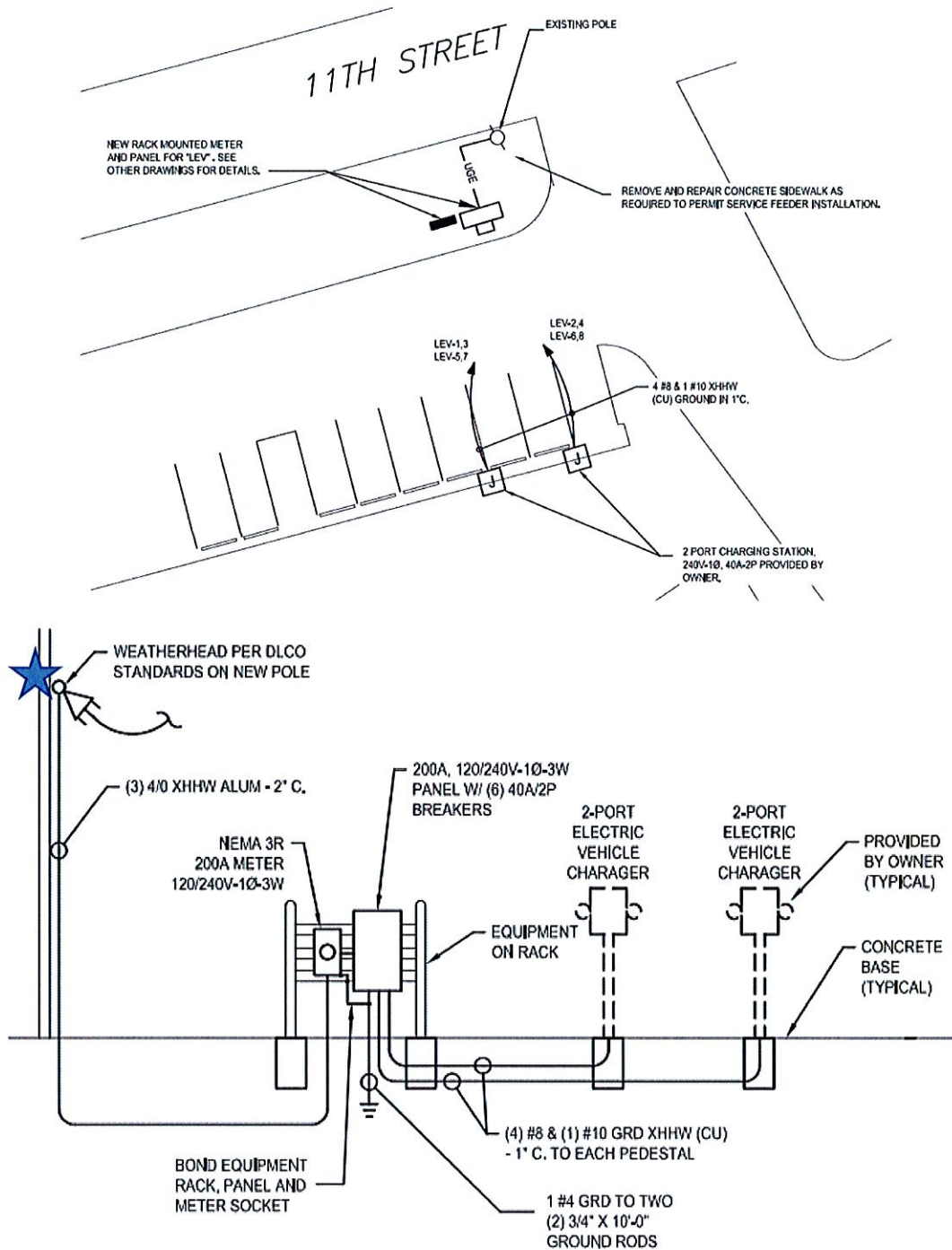
By: 

Mario N. Leone Jr.

Borough Manager

EXHIBIT A

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



2 ELECTRICAL RISER DIAGRAM - 120/240V, 1PH, 3W
967647-2 NO SCALE

Indicates where the service point is located.