



Emily M. Farah
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June 20, 2023

VIA ELECTRONIC FILING

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

**Re: Municipal Contract - License Agreement between Duquesne Light Company and the Phipps Conservatory and Botanical Gardens
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 June 8, 2023, between Duquesne Light Company and Phipps Conservatory and Botanical Gardens (“Phipps”). By this agreement, Phipps granted to Duquesne Light Company a license at 1 Schenley Drive, Pittsburgh, PA 15213, which provides the right, privilege, and authority to access, erect, install, use, operate, maintain, repair, renew and finally remove any 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: Krysia Kubiak krysia.kubiak@pittsburghpa.gov (w/encl.)



LICENSE AGREEMENT

Phipps Conservatory and Botanical Gardens ("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 the Property, as hereinafter defined.

Grantor is the lessee of certain real property 14th Ward of Pittsburgh, located at Phipps Conservatory and Botanical Gardens located at 1 Schenley Drive Pittsburgh, PA 15213 and being known as 0027-S-00150-0000-01, which tract of land City of Pittsburgh by deed dated May 5, 1950 and recorded in the Office of the Allegheny County Department of Real Estate granted and conveyed to the Grantor herein (the "Property.")

The City of Pittsburgh, as the record owner of the Property ("Owner"), hereby acknowledges that Grantor has authority under the terms of a lease, license, resolution, or other agreement, to enter this License and grant the rights contained herein during the term of its lease with Owner. Grantor and Grantee shall each indemnify and hold harmless Owner for third party claims arising from this License or Grantor's use hereunder.

Grantor further grants to Grantee the right to occupy and use the 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 8, 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 Property for any reason.

Prior to Grantee beginning any work on the Property, Grantee shall provide evidence of the following insurance, which shall remain in effect throughout the term of this License: (1) General liability in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate; (2) Auto liability in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate; and (3) Workers' compensation in accordance with the laws of the Commonwealth of Pennsylvania. All general and automobile liability policies must be made on an occurrence basis and not a claims-made basis. The Owner shall be listed as additional insured on all general and automobile liability policies. A certificate evidencing such policies is attached to this License as Exhibit B. To the extent that Grantee is hiring any subcontractors to perform work as permitted under this License, Grantee must require such subcontractors to obtain and keep in force during the duration of this License insurance equal to the types and amounts indicated above (unless covered by Grantee's policies). The above insurance requirements may be satisfied by a combination of primary and/or excess liability policies.

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.

Grantor has authority from the City of Pittsburgh by virtue of resolution # 196 of 2023 dated April 6, 2023 to enter into this agreement.

SIGNATURE PAGE TO FOLLOW



IN WITNESS whereof and intending to be legally bound hereby, the parties have executed this Agreement this 6/1/2023.

GRANTOR:

Phipps Conservatory and Botanical Gardens

DocuSigned by:
By: Richard V. Piacentini
Richard V. Piacentini
[Officer Name] President and CEO
[Officer Title]

GRANTEE:

Duquesne Light Company

DocuSigned by:
By: Lesley Gannon
Lesley Gannon
[Officer Name] Sr. Manager, Real Estate
[Officer Title]

OWNER:

City of Pittsburgh

DocuSigned by:
By: Ed Gainey
Mayor
[Officer Name]

DocuSigned by:
By: Karen Abrams
Director of the Department of City Planning
[Officer Name]

DocuSigned by:
By: [Signature]
Director of the Department of Finance
[Officer Name]

EXAMINED BY: Kristen Erickson
Assistant City Solicitor
[Officer Name]

APPROVED AS TO FORM: Krysia Kubiak
City Solicitor
[Officer Name]



EXHIBIT A

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

Image 1 of 2

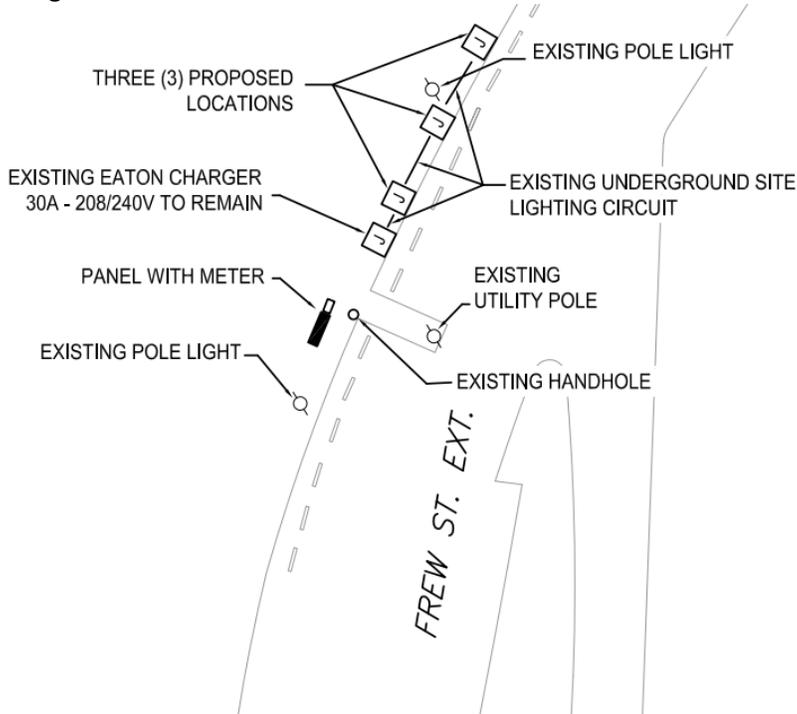
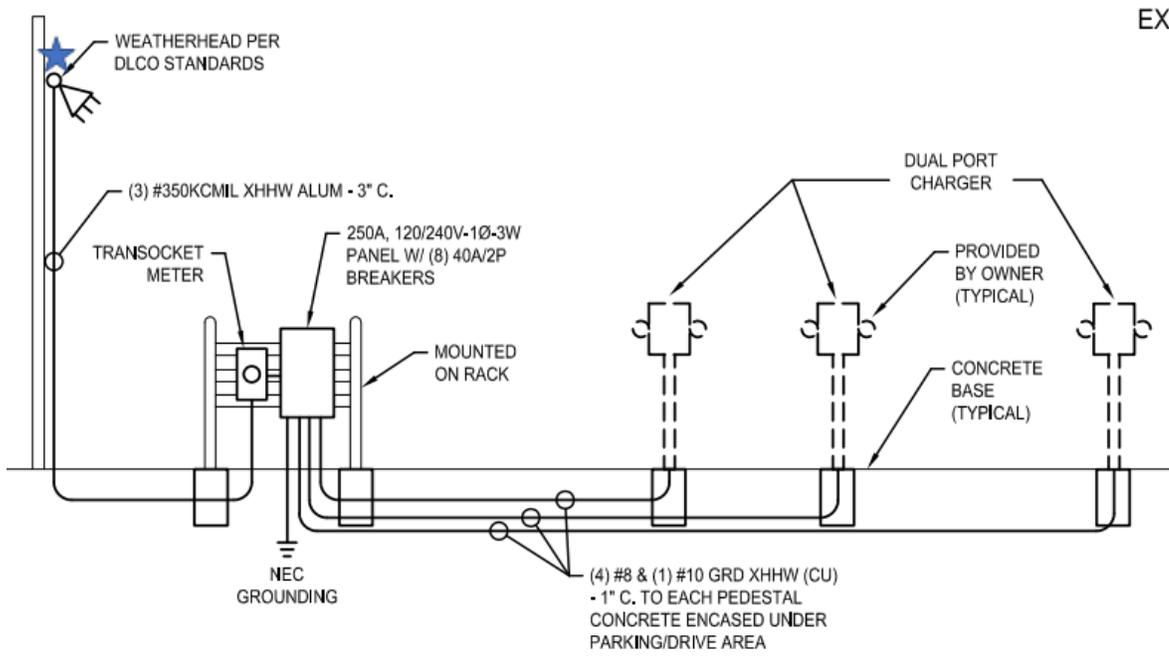




Image 2 Of 2



EX

★ Indicates where the service point is located.



EXHIBIT B

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Pittsburgh PA Office EQT Plaza ~ Suite 2700 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Duquesne Light Company Risk Management Department 411 Seventh Avenue, MD 7-3 Pittsburgh PA 15219 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Assoc Electric & Gas Ins Serv Ltd -AEGIS</td> <td>AA3190004</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Assoc Electric & Gas Ins Serv Ltd -AEGIS	AA3190004	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570099165699 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			XL5036112P	10/31/2022	10/31/2023	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Excess Workers Compensation			WC5211011P	10/31/2022	10/31/2023	EL Each Accident \$35,000,000 EL Disease - Policy \$1,000,000 EL Disease - Ea Emp \$35,000,000

570099165699

Certificate No :

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The excess policies sit excess of a \$1M SIR. City of Pittsburgh is included as Additional Insured in accordance with the policy provisions of the Excess Liability policy.

CERTIFICATE HOLDER

CANCELLATION

City of Pittsburgh
 Attn: Department of Finance
 City County Bldg., Room 302
 414 Grant Street
 Pittsburgh PA 15219 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





411 Seventh Avenue, Mail Drop 7-3
Pittsburgh, PA 15219

Tel: (412) 393-1164
Fax: (412) 393-5557
e-mail: mamiller@duqlight.com

Mari Ann Miller
Senior Insurance Analyst

April 25, 2023

The City of Pittsburgh
414 Grant Street
Pittsburgh, PA 15219

**RE: Duquesne Light Company
Letter of Self-Insurance**

To Whom It May Concern:

Duquesne Light Holdings, Inc. is a major corporation and as most corporations of our size has elected to be self-insured for General Liability coverage. This includes Duquesne Light Company, a subsidiary of Duquesne Light Holdings, Inc.

Auto & General Liability: Duquesne Light Company is self-insured up to \$1,000,000 for both auto and general liability. Above the self-insured retention, Duquesne has Excess General Liability insurance (Aegis Insurance policy # XL5036112P, as noted on the COI). As a self-insurer, Duquesne Light Company is responsible for physical damage coverage for any auto and any property damage, as written contract requires.

Excess General Liability (includes Auto Liability and property damage coverage): insurance coverage in excess of the \$1,000,000 self-insured retention is held with Associated Electric and Gas Insurance Services (Aegis) policy # XL5036112P.

Duquesne Light Company has been with AEGIS insurance for many years and agrees to notify The City of Pittsburgh of any cancellation or material change within 30 days. If there is any change or cancellation of the AEGIS policy, Duquesne will agree to purchase an extended reporting period of not less than three (3) years.

If you have any questions regarding insurance coverage, please contact me at the above number.

Sincerely,

Mari Ann Miller