



Tishekia E. Williams
Managing Director, External Affairs and Regulatory Law

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January 29, 2024

VIA ELECTRONIC FILING

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

**Re: Municipal Contract – Permanent Easement between Duquesne Light Company and
The City of Pittsburgh
Docket No. U-2024-_____**

Dear Secretary Chiavetta:

Enclosed for review and approval in accordance with 66 Pa.C.S. § 507 and 52 Pa. Code § 3.101, is a Permanent Easement agreement dated January 8, 2024, between Duquesne Light Company (“Duquesne Light”) and the City of Pittsburgh. The City of Pittsburgh granted to Duquesne Light a permanent easement on its property situated in the City of Pittsburgh, Allegheny County at Allegheny Commons Park, parcel 8-B-150 for providing, transmitting and/or distributing electric and/or communications services current for any and all purposes, the right, privilege and authority to erect, install, use, operate, maintain, repair, renew, and remove a transformer and an underground system consisting of cables, wires, transformer, and other fixtures and apparatus thereto upon, over, under, along, across, and through certain portions of Parcel 8-B-150.

Should you have any questions, comments, or concerns regarding the enclosed permanent easements, please contact Dan Antosik at 412-779-3286.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Tishekia Williams". The signature is written in a cursive style and includes a long horizontal stroke at the end.

Tishekia Williams
Managing Director, Ext. Affairs & Regulatory



Enclosure

cc: City of Pittsburgh c/o Jesse Exilus (jesse.exilus@pittsburghpa.gov)

Approved by the Board of Directors
of the City of Pittsburgh
on 1/2/24

DUQUESNE LIGHT CO. COPY

Please record and return to.

City of Pittsburgh
Law Department
313 City-County Building
414 Grant Street
Pittsburgh, PA 15219
WO 923584

**PERMANENT EASEMENT AGREEMENT FOR TRANSFORMER
AND RELATED ACCESSORIES IN ALLEGHENY COMMONS PARK**

MADE and entered into this JANUARY 2, 2024 ("Effective Date"),

by and between:

CITY OF PITTSBURGH (the "CITY" or "Grantor"), a municipal corporation of the Commonwealth of Pennsylvania having an address of 414 Grant Street, Room 200, Pittsburgh, PA 15219-2419,

and

DUQUESNE LIGHT COMPANY, a Pennsylvania limited liability company with a principal place of business at 2841 New Beaver Avenue, Building No. 3, Pittsburgh, PA 15219 ("Duquesne Light" or "Grantee").

WITNESSETH:

WHEREAS, certain portions of the Allegheny Commons Park ("Park") have been susceptible to Park lights not being illuminated for extended periods of time; and

WHEREAS, the cause of this issue is due to the Park's lighting control being located offsite, where the City has limited access into the building; and

WHEREAS, due to the limited access to the lighting control, the City is not able to remedy any Park lighting issues within a timely manner; and

WHEREAS, the City, as part of its ongoing efforts to enhance the safety and enjoyment of the Allegheny Commons Park, has determined that control to the Park's electricity would be better situated within the Park; and

WHEREAS, sustained lighting within the Park will be a benefit to the public as the sustained lighting will provide additional safety and security to residents utilizing the Park; and

WHEREAS, Duquesne Light is willing to install infrastructure within the Park to house a

dedicated control for the Park lights; and

WHEREAS, the City is willing to provide a permanent easement to Duquesne Light to erect, install, use, operate, maintain, repair, renew, and remove a transformer and an underground system consisting of cables, wires, transformer, and other fixtures and apparatus thereto upon, over, under, along, across, and through certain portions of Parcel 8-B-150, as shown in Exhibit A.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor and Duquesne Light agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein by reference.
2. **Grant of Easement.** The Grantor does hereby irrevocably grant, sell and convey to Grantee the following:
 - a. A perpetual, non-exclusive easement and right-of-way over, upon, and through the Easement Area (as shown in Exhibit A) for purposes of installing, maintaining, repairing, operating, and removing a transformer and all necessary accessories ("Transformer Easement"). Grantee shall not use the Easement Area for any other purposes other than those purposes stated herein.
 - b. A perpetual, non-exclusive easement and right-of-way over, under, upon, and through the Easement Area for purposes of installing, maintaining, repairing, operating, and removing an underground system consisting of cables, wires, transformer and other fixtures and apparatus thereto belonging upon, over, under, along, and through the Easement Area (together with Transformer Easement, the "Easement").

The Grantor, its servants, agents, employees, contractors, invitees, tenants, subtenants, licensees, representatives, heirs, successors and assigns (the foregoing, collectively, the "Grantor Parties"), shall have the continuing right to use the Easement Area for all purposes not inconsistent with the rights granted to Grantee hereunder.

3. **Easement Term.** The Easement will be held permanently by Grantee so long as 1) the same may be useful or necessary and 2) the use is held in accordance with the terms of this Agreement.
4. **Right of Ingress, Egress and Regress.** The Easement includes the right of ingress, egress, and regress to the Easement Area for the permitted uses.
5. **Notice of Access.** If the transformer or any supporting accessories require repair, replacement, or removal, Grantee shall cause the same to be made as expeditiously

Department of Public Works
301 City-County Building
414 Grant Street
Pittsburgh, PA 15219
ATTENTION: Director

With a copy to: City Of Pittsburgh
Law Department
313 City-County Building
414 Grant Street
Pittsburgh, PA 15219

Or such other address as either party shall subsequently advise the other.

10. **Covenants to Run with the Land.** The Easement granted pursuant to this Agreement shall be appurtenant to and shall run with the Property.
11. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
12. **Successors and Assigns.** The Easement granted pursuant to this Agreement shall be binding upon and inure to the benefit of the Grantor and Duquesne Light and their respective heirs, successors, and assigns.
13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to its conflicts-of-laws principles. Any dispute relating to or arising from this Agreement shall be litigated in the Court of Common Pleas of Allegheny County.
14. **City of Pittsburgh Home Rule Charter.** This Agreement is subject to the Provisions of the Pittsburgh Home Rule Charter; and the liability of the City hereunder is limited to the sum of zero dollars and zero cents (\$0.00)
15. **Grantor's Authorizing Resolution of Pittsburgh City Council.** This Agreement is entered into by the City of Pittsburgh pursuant to Resolution 283 of 2023, effective May 4, 2023.
16. **Public Utility Commission Filing.** Duquesne Light 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

[Signature pages to follow]

No 923584-T1

REDAKAPL

ARCH ST

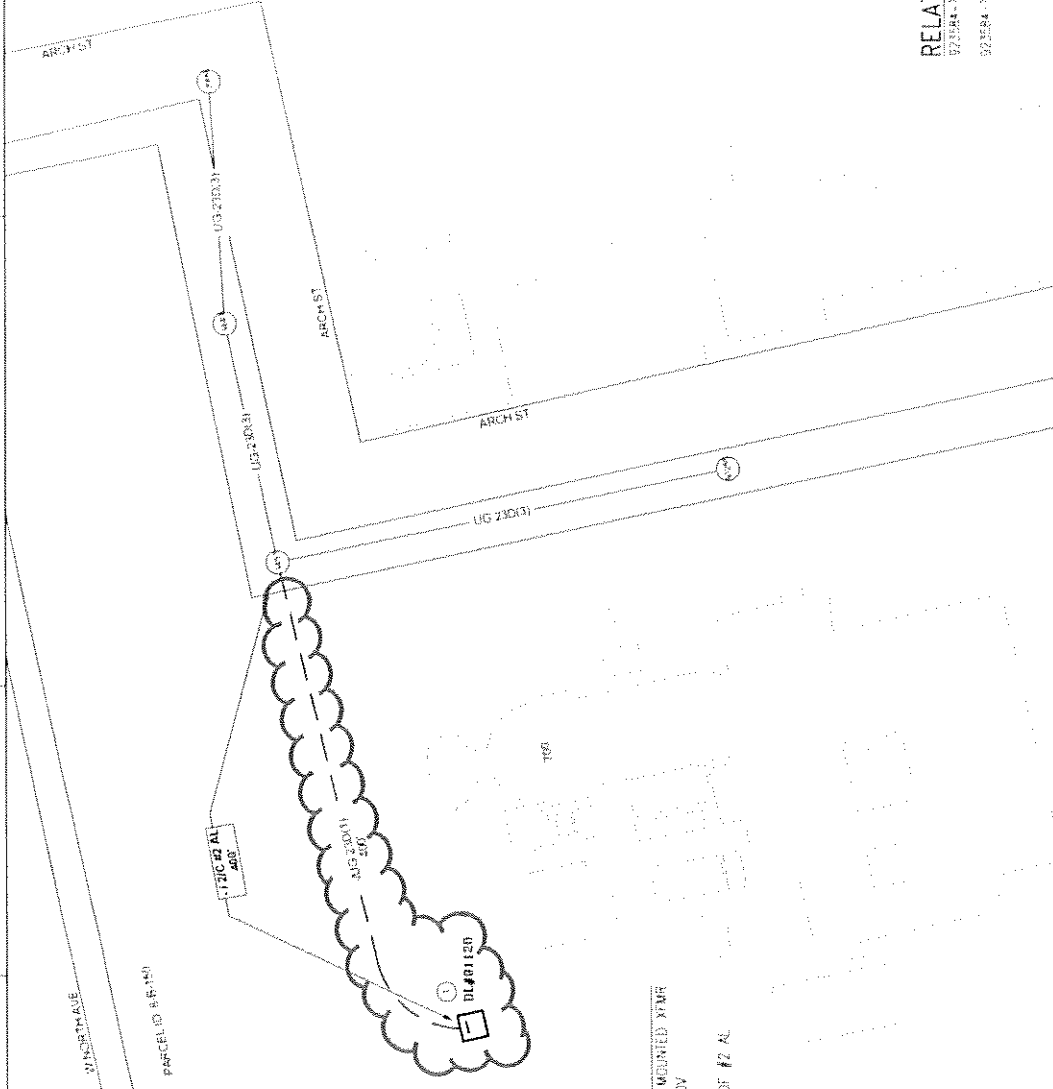
W. NORTH AVE
PARCEL ID: 8-8-150

CITY OF PITTSBURGH 8-B-150



ASB 11-11
2014/11/14
2:01 PM '17
2017/08/17

STOP PLANTAL
SERIAL NUMBERS
2017/08/17



NOTES:
1. REFER TO INSTALLATION AND/OR ATTACHED SYSTEMS MANUAL FOR ALL NOTES & WARNINGS LABELS AND ALL OTHER INFORMATION ON THE PRODUCT.
2. ALL SERVICE LATERALS ARE TO AL UNLESS OTHERWISE NOTED.
3. IF SERVICE IS MORE THAN 10 FT FROM CUSTOMER, INSTALL SECONDARY ENCLOSURE. SEE www.duquesnelight.com.

ADDITIONAL TRANSFORMER LOADS:
80
25kVA

NOTE: ALL SERVICE ENCLOSURE BONES, TRANSFORMERS & SECTIONALIZING ENCLOSURES MUST BE LOCATED 5' MIN. FROM ALLEYS & STREETS

*PRIMARY CABLE = 2" R2 AL (230V)
SECONDARY IS 2"-4"/0 & 2/0±

DL#81120
25kVA PAD MOUNTED XMR
150 120/240V
1URD11-31
INSTALL 400 LINEAR FT OF #2 AL

RELATED DRAWINGS
923584-12 - CONDUIT MAP REVISIONS
923584-13 - 500' MAP REVISIONS



DUQUESNE LIGHT CO.

NEW SERVICE FOR 8-B-150, 8-B-151
WEST PARK CITY OF PIER MARO 77
INSTALL 150 MOUNTED TRANSFORMER

DATE: 10/31/2017
BY: J. NEWMAN
APPROVED: [Signature]
DATE: 10/31/2017

PROJECT: 20-0005
SHEET: A
NO: 923584-T1

By: 2017/08/17 4:17:00 PM, Mr. A. 1031

GRANTOR,
CITY OF PITTSBURGH:



By: _____
Name: Edward Gramey
Title: Mayor



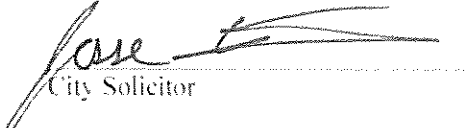
By: _____
Name: Jennifer Gula
Title: Director, Department of Finance

EXAMINED BY:



Assistant City Solicitor

APPROVED AS TO FORM:



City Solicitor

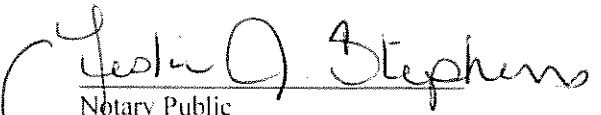
COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

SS:

Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared Jennifer Gula, the Director of the Department of Finance of the City of Pittsburgh, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same on behalf of the City of Pittsburgh for the purposes therein expressed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 20 day of November, 2023.

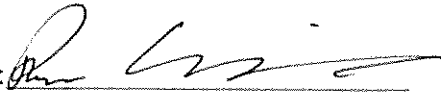

Notary Public

My Commission expires: 3/2/26

Commonwealth of Pennsylvania - Notary Seal
Leslie J. Stephens, Notary Public
Allegheny County
My commission expires March 2, 2026
Commission number 1254621
Member, Pennsylvania Association of Notaries

DUQUESNE LIGHT COMPANY

225

By: 

Name: Ryan Kermonicle

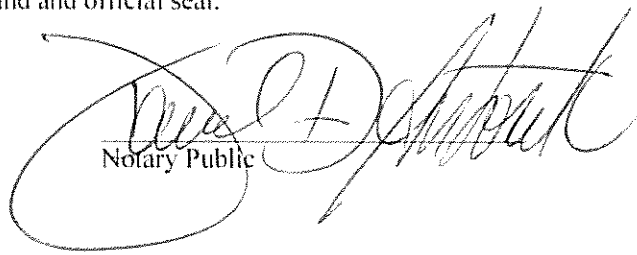
Title: Supervisor of Right of Way

Date: 10/31/2023

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 8th day of January, 2024, before me, a Notary Public, (the undersigned officer), personally appeared Ryan Kermode who acknowledged himself/herself to be the Supervisor of Right of way and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My Commission Expires:

Commonwealth of Pennsylvania - Notary Seal
Daniel D. Antosik, Notary Public
Allegheny County
My commission expires January 16, 2026
Commission number 1281223
Member, Pennsylvania Association of Notaries