



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

411 Seventh Avenue
Mail drop 15-7
Pittsburgh, PA 15219

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twilliams@duqlight.com

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 9, 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 540 N Land Avenue transmitting and/or distributing electric and/or communications services current for any and all purposes, the right, privilege and authority to install, use own, operate, maintain, repair, renew, and finally remove one (1) anchor attached to pole #DLS367618, together with the guy wires and other apparatus thereto upon, over under, along, across, and through certain portions of the property.

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, appearing to read "Tishekia Williams", with a large, sweeping flourish extending to the right.

Tishekia Williams
Managing Director, Ext. Affairs & Regulatory



Enclosure

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

Please record and return to:

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

**PERMANENT EASEMENT AGREEMENT FOR ANCHOR
IN HOMEWOOD PARK**

MADE and entered into this January 9, 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, N3-AM, Pittsburgh, PA 15233 (“Duquesne Light” or “Grantee”).

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of that certain parcel of real property located in the 13th Ward of the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, being known as 540 N Lang Ave, Pittsburgh, PA 15208, being identified as Block and Lot No. 0125-S000150-0000-00 in the Allegheny County Department of Real Estate, as more particularly shown on Exhibit “A” attached hereto (the “Property”).

WHEREAS, the Grantee wishes to install one anchor to pole #DLS367618, together with the guy wires and other apparatus thereto upon the Property;

WHEREAS, the Grantee’s work upon the Property is necessary so as to allow Grantee to move existing poles across N Lang Ave and so as to remove an electric line that crosses the Pittsburgh Regional Transit (“PRT”) rail line and nearby railroad;

WHEREAS, the Grantee’s work will facilitate associated improvements to Homewood Park

WHEREAS, the City is willing to provide a permanent easement to Duquesne Light to

install, use, own, operate, maintain, repair, renew, and finally remove one (1) anchor attached to pole #DLS367618, together with the guy wires and other apparatus thereto upon, over, under, along, across, and through certain portions of Parcel 0125-S000150-0000-00 , 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 perpetual, non-exclusive easement and right-of-way over, upon, and through the Easement area (as shown in Exhibit A) for purposes of installing, using, owning, operating, maintaining, repairing, renewing, and finally removing one (1) anchor attached to pole #DLS367618, together with the guy wires and other apparatus thereto ("Anchor Easement"). Grantee shall not use the Easement area for any other purposes other than those purposes stated herein.

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 anchor or any apparatus thereto require repair, replacement, or removal, Grantee shall cause the same to be made as expeditiously as reasonably possible and consistent with efforts to minimize any damage to the Property and the improvements, and operations thereon.
6. **Restoration.** Following any work on the Property or Easement area by Grantee, Grantee will promptly restore the ground surface of the Property and Easement area, including pavements, driveways, sidewalks, fencing, trees and any shrubs or grasses, and any subsurface fixtures, equipment or improvements, at Grantee's expense, to substantially the same or better condition they were in prior to the performance of the work.
7. **Indemnity.** Grantee hereby agrees to indemnify, save and hold harmless, and

defend Grantor, its officers, agents, and employees from and against all liens, charges, claims, demands, losses, costs, judgments, liabilities, and damages of every kind and nature whatsoever, including court costs and attorney's fees arising by reason of: the performance by Grantee of any work upon the Property; any act, error, or omission of Grantee or of any agent, employee, licensee, contractor, or subcontractor of Grantee; and any breach by Grantee of any of the terms, conditions, or provisions of this agreement. This indemnification provision is in addition and cumulative to any other right of indemnification or contribution which any of the indemnitees may have in law, at equity, or otherwise, and shall survive the expiration of the Anchor Easement.

Any Grantee agreements with permitted subcontractors must be in writing and must include a provision that subcontractors shall indemnify and hold harmless the Grantor to the same extent as the Grantor is indemnified and held harmless by Grantee under this Agreement.

8. **Insurance.** At the time this Agreement is executed and throughout the Easement Term, Grantee will ensure that it has obtained, and will maintain, the following coverages and cause to be attached hereto in Exhibit B one or more certificates of insurance duly executed by the officers or authorized representatives of a responsible and non-assessable insurance company, evidencing the following coverages and specifically identifying the City as an additional insured for general liability and auto liability, which insurance will be non-cancelable except upon thirty (30) days prior written notice to the City:

	<u>Individual Occurrence</u>	<u>Aggregate</u>
<u>General Liability</u> Including (but not limited to) bodily injury, death and complicated operations	\$1,000,000	\$2,000,000
<u>Property Damage</u>	\$500,000	\$1,000,000
<u>Workers' Compensation</u>	Statutory Minimums	Statutory Minimums
<u>Automotive Liability</u>	\$1,000,000	\$2,000,000

All premiums will be at the expense of Grantee, or its contractor.

All policies must be made on an occurrence basis. Claims-made policies are not acceptable. In the event that the term of that insurance will expire prior to the expiration of the term of this Agreement, Grantee will renew that insurance in a timely

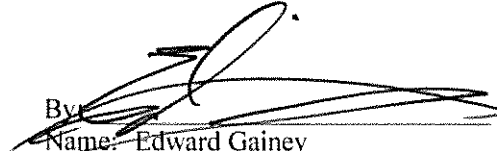
hereby submit to exclusive jurisdiction in the federal or state courts located in Allegheny County, Pennsylvania, and agree that venue is proper and convenient in such forum.

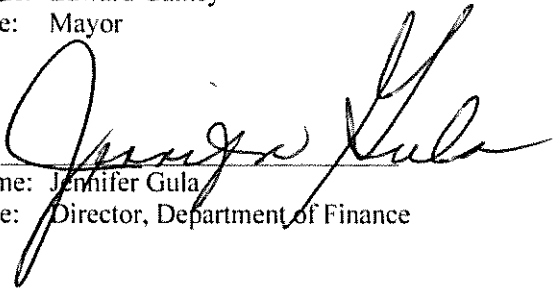
14. **City of Pittsburgh Home Rule Charter.** This Agreement is subject to the Provisions of the Pittsburgh Home Rule Charter; and the liability of the City hereunder is limited to the sum of zero dollars and zero cents (\$0.00)
15. **Grantor's Authorizing Resolution of Pittsburgh City Council.** This Agreement is entered into by the City of Pittsburgh pursuant to Resolution 773 of 2023, effective November 22, 2023.
16. **Public Utility Commission filing.** Utility 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]

**GRANTOR,
CITY OF PITTSBURGH:**

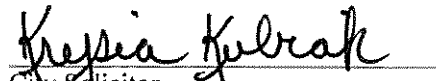
By: 
Name: Edward Gainey
Title: Mayor

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

EXAMINED BY:


Assistant City Solicitor

APPROVED AS TO FORM:


City Solicitor

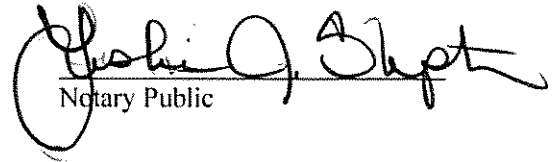
COMMONWEALTH OF PENNSYLVANIA)

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.

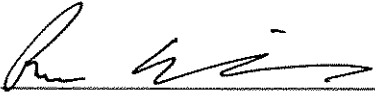
IN WITNESS WHEREOF, I hereunto set my hand and official seal this 8 day of January, 2024.


Notary Public

My Commission expires: March 2, 2026

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

By: 

Name: Ryan Karmonick

Title: Supervisor of Right of Way

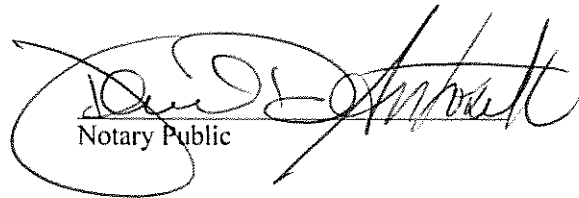
Date: 1/8/2024

OK

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 KARNOVICK, who acknowledged himself/herself to be the SUPERVISOR of DUBUESNE LIGHT 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

EXHIBIT A

EXHIBIT B
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/31/2023

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	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Assoc Electric & Gas Ins Serv Ltd -AEGIS	NAIC # AA3190004
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570090072099 **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, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **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"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <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 DED RETENTION			XL5036113P	10/31/2023	10/31/2024	EACH OCCURRENCE AGGREGATE	\$1,000,000 \$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	Excess WC			WC5211012P	10/31/2023	10/31/2024	E.L. Each Accident E.L. Disease - Policy E.L. Disease - Ea Emp	\$35,000,000 \$1,000,000 \$35,000,000

Certificate No : 570090072099



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 City of Pittsburgh Attn: Department of Finance City County Bldg., Room 302 414 Grant Street Pittsburgh PA 15219 USA	CANCELLATION 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 <i>Aon Risk Services Central Inc.</i>
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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

October 31, 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 # XL5036113P, 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.

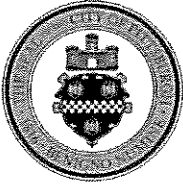
Excess General Liability (includes Auto Liability and property damage coverage): insurance coverage in excess of the \$1,000,000 self-insured retention is held with Associated Electric and Gas Insurance Services (Aegis) policy # XL5036113P.

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



City of Pittsburgh

510 City-County Building
414 Grant Street
Pittsburgh, PA 15219

Legislation Details (With Text)

File #: 2023-2121 **Version:** 1
Type: Resolution **Status:** Passed Finally
File created: 11/3/2023 **In control:** Committee on Public Works and Infrastructure
On agenda: 11/6/2023 **Final action:** 11/20/2023
Enactment date: 11/20/2023 **Enactment #:** 773
Effective date: 11/22/2023

Title: Resolution authorizing the City of Pittsburgh and the Director of the Department of Finance to enter into a permanent easement agreement or agreements with Duquesne Light Company to provide, install, use, own, operate, maintain, repair, renew, and finally remove one (1) anchor attached to pole #DLS367618 located upon city-owned property in Homewood Park (Parcel 0125-S000150-0000-00) at no cost to the City.

Sponsors:

Indexes: ENCROACHMENTS & EASEMENTS

Code sections:

Attachments: 1. 2023-2121 Cover Letter-DL Easement, 2. 2023-2121 Exhibit A_926938 City of Pgh anc agmt, 3. Summary 2023-2121

Date	Ver.	Action By	Action	Result
11/22/2023	1	Mayor	Signed by the Mayor	
11/20/2023	1	City Council	Passed Finally	Pass
11/14/2023	1	Standing Committee	Affirmatively Recommended	Pass
11/6/2023	1	City Council	Read and referred	

Resolution authorizing the City of Pittsburgh and the Director of the Department of Finance to enter into a permanent easement agreement or agreements with Duquesne Light Company to provide, install, use, own, operate, maintain, repair, renew, and finally remove one (1) anchor attached to pole #DLS367618 located upon city-owned property in Homewood Park (Parcel 0125-S000150-0000-00) at no cost to the City.

WHEREAS, the Grantor is the owner in fee simple of that certain parcel of real property located in the 13th Ward of the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, being known as 540 N Lang Ave, Pittsburgh, PA 15208, being identified as Block and Lot No. 0125-S000150-0000-00 in the Allegheny County Department of Real Estate, as more particularly shown on Exhibit "A" attached hereto (the "Property").

WHEREAS, the Grantee wishes to install one anchor to pole #DLS367618, together with the guy wires and other apparatus thereto upon the Property;

WHEREAS, the Grantee's work upon the Property is necessary so as to allow Grantee to move existing poles across N Lang Ave and so as to remove an electric line that crosses the Pittsburgh Regional Transit ("PRT") rail line and nearby railroad;

WHEREAS, the Grantee's work will facilitate associated improvements to Homewood Park

WHEREAS, the City is willing to provide a permanent easement to Duquesne Light to install, use, own, operate, maintain, repair, renew, and finally remove one (1) anchor attached to pole #DLS367618, together with the guy wires and other apparatus thereto upon, over, under, along, across, and through certain portions of Parcel 0125-S000150-0000-00, 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:

Be it resolved by the Council of the City of Pittsburgh as follows:

Section 1. The Grantor does hereby irrevocably grant, sell and convey to Grantee the following: 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, using, owning, operating, maintaining, repairing, renewing, and finally removing one (1) anchor attached to pole #DLS367618, together with the guy wires and other apparatus thereto (“Anchor Easement”). Grantee shall not use the Easement Area for any other purposes other than those purposes stated herein.

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.

Section 2. 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.