



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

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

Tel: 412-393-1541  
twilliams@duqlight.com

January 29, 2024

**VIA ELECTRONIC FILING**

Ms. Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building, 2<sup>nd</sup> 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 2945-3001 Railroad Street, 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 such equipment over, under, along, across, and through certain portions of the property (Parcel 25-B-15).

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 long horizontal stroke extending to the right.

Tishekia Williams  
Managing Director, Ext. Affairs & Regulatory



Enclosure

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

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

Please record and return to:

DUQUESNE LIGHT CO. CITY

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

WO 900795

**PERMANENT EASEMENT AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF ELECTRONIC VEHICLE CHARGERS AND RELATED ACCESSORIES ON PARCEL 25-B-15.**

MADE and entered into this JANUARY 8, 2021 ("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**, City owns property at 2945-3001 Railroad Street, Pittsburgh, PA 15201, or parcel 25-B-15, ("Property") and desires the installation and maintenance of equipment related to the charging of electronic vehicles at the Property; and

**WHEREAS**, Duquesne Light is willing to install the cables, switches, transformers, and other related equipment within the Property to allow for electric vehicle charging; and

**WHEREAS**, the City is willing to provide a permanent easement to Duquesne Light to erect, install, use, operate, maintain, repair, renew, and remove such equipment over, under, along, across, and through certain portions of the Property (Parcel 25-B-15), 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 all necessary accessories ("Electric Vehicle 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, switches, transformers, and apparatus thereto belonging upon, over, under, along, and through the Easement Area (together with Electric Vehicle 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 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. **Save Harmless.** Subject to applicable law, Grantee shall pay for any loss, liability, or expense of the Grantor that arises out of or relates to Grantee's negligent acts

or omissions upon the Property.

8. **Insurance.** Grantee, or its contractor, shall maintain insurance that will keep the City as additional insured while this Agreement is in full force and effect. The insurance policy or policies will be non-cancellable, except upon thirty (30) days' notice to the City and to Duquesne Light.

All premiums will be at the expense of Duquesne Light, or its contractor, which will at minimum be required to maintain the following insurance:

<u>General Liability</u>	<u>Individual Occurrence</u>	<u>Aggregate</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>	\$500,000	\$2,000,000

All policies must be made on an occurrence basis. Claims-made policies are not acceptable. All policies will be primary and not excess over or contributory with any other valid, existing, and applicable insurance which may be carried by the City. Certificates of all insurance required under this section will be provided before any construction activities can begin.

9. **Notices.** All notices required to be given pursuant to the terms and provisions of this Agreement shall be in writing, sent by certified mail, return receipt requested, prepaid, and shall be addressed as follows:

TO CITY: City of Pittsburgh  
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 465 of 2023, effective July 26, 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]*

GRANTOR,  
CITY OF PITTSBURGH:

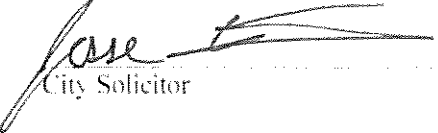
By:   
Name: Edward Gainey  
Title: Mayor

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 20 day of November, 2023

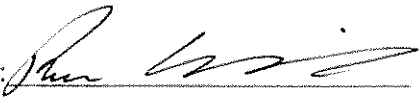
Leslie J. Stephens  
Notary Public

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

out

By: 

Name: Ryan Kormanick

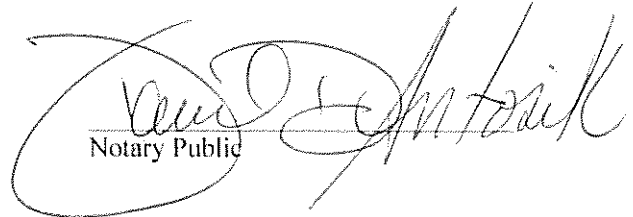
Title: Supervisor of Right of Way

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 Karmonick 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

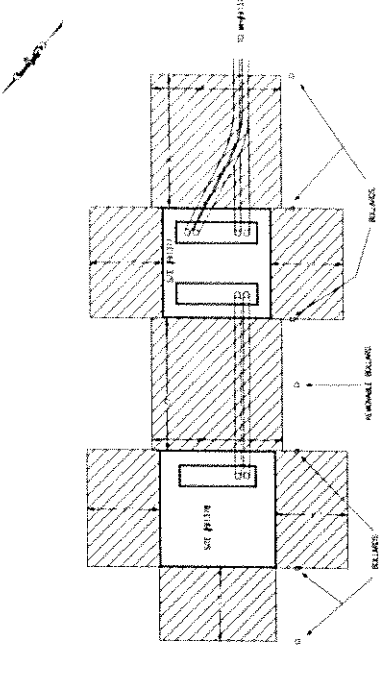
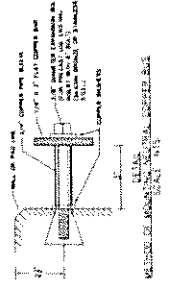
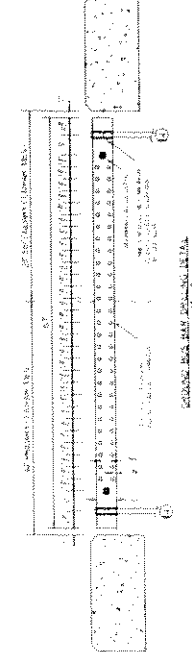
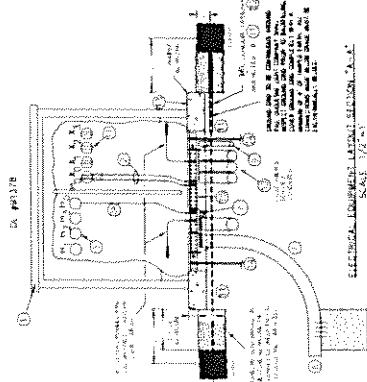
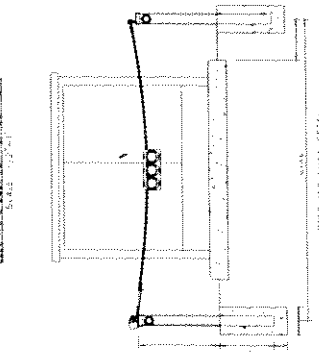
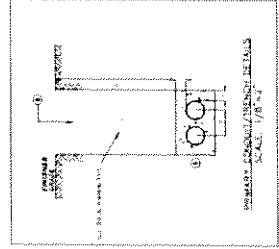
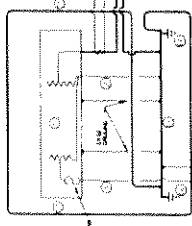
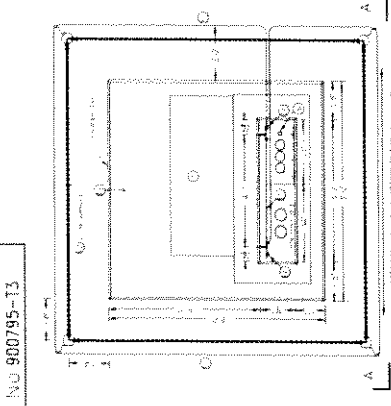
My Commission Expires:

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





NO 900795-13



- GENERAL NOTES**
1. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.
  2. ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.
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  20. ALL ELECTRICAL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.
- RELATED DRAWINGS**
- 900795-13 - ELECTRICAL PLAN  
900795-14 - ELECTRICAL PANEL SCHEDULE  
900795-15 - ELECTRICAL PANEL SCHEDULE

**APPROVED**

City of Pittsburgh  
City of Pittsburgh  
City of Pittsburgh  
City of Pittsburgh

DUQUESNE LIGHT CO.  
4001 BALDWIN ST.  
PITTSBURGH, PA 15201

DATE: 7/17/2023  
SCALE: N15

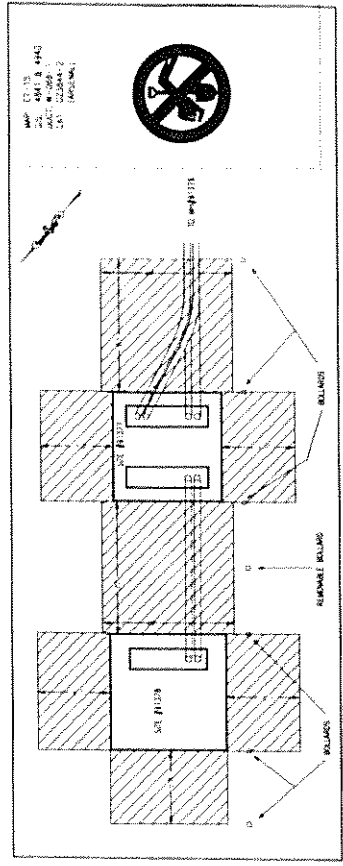
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DUQUESNE LIGHT CO.  
4001 BALDWIN ST.  
PITTSBURGH, PA 15201

DATE: 7/17/2023  
SCALE: N15

NO 900795-13

NO 900795-T4

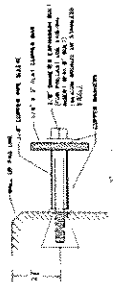


**RELEVANT DIMENSIONAL NOTES**

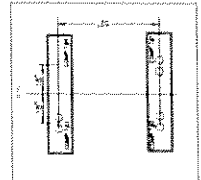
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**GENERAL NOTES**

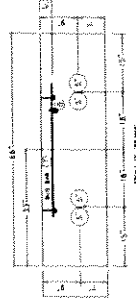
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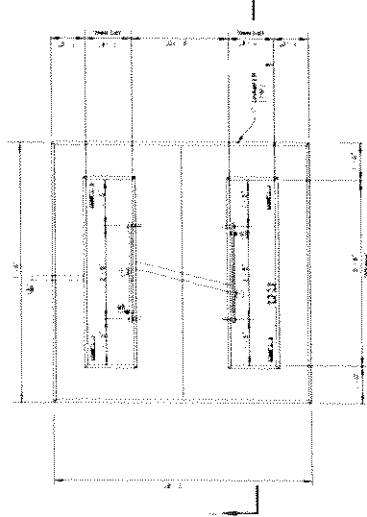
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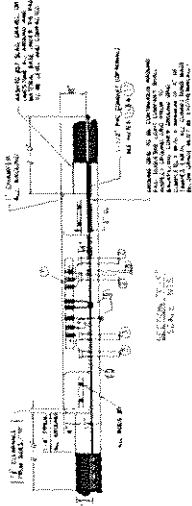
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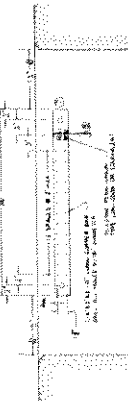
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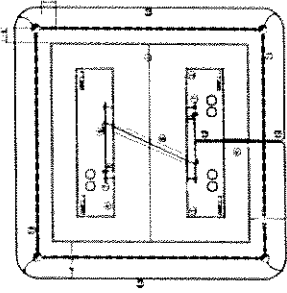
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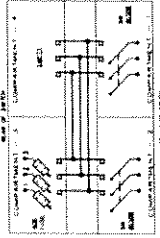
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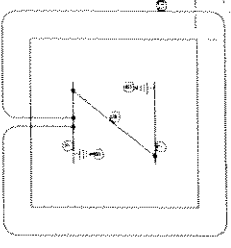
REQUIRED DIMENSIONS FOR CORE LEGS & CORE BRACKET



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REQUIRED DIMENSIONS FOR CORE LEGS & CORE BRACKET

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**RELATED DRAWINGS**

NO 900795-T1  
NO 900795-T2  
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NO 900795-T20

		<b>DUQUESNE LIGHT CO.</b>		CITY OF PITTSBURGH, PENNSYLVANIA 4001 RAILROAD ST. CITY OF PITTSBURGH, PA. 15224 PHONE 481-2100	
PROJECT NO. 900795-T4	DATE 5/8/2023	DRAWN BY E.M. BURN	CHECKED BY J.M. BURN	SCALE 1" = 1"	SHEET NO. 1 OF 1
APPROVED:			900795-T4		