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May 21, 2024

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 Allegheny County
Docket No. U-2024-_____

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 a License Agreement dated March 4, 2024 between Duquesne Light Company and Allegheny County. Allegheny County granted to Duquesne Light Company a license on its property situated at 1980 Beaver Grade Road in Coraopolis, which provides the right to install, use, own, operate, maintain, repair, renew and remove an electrical line.

Should you have any questions regarding the enclosed license agreement, please contact Kristen Brandon at 412-952-1328.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Tishekia E. Williams", with a stylized flourish at the end.

Tishekia E. Williams
Attorney ID#208997

Enclosures

**LICENSE AGREEMENT
FOR INSTALLATION, OPERATION, MAINTAINANCE, REPAIR AND AFTER
USEFUL LIFE, REMOVAL OF ELECTRICAL SERVICES**

Made and entered into this 4th day of March, 2024, by and between the COUNTY OF ALLEGHENY, a home rule political subdivision of the Commonwealth of Pennsylvania, having its principal office located at 101 Courthouse, 436 Grant Street, City of Pittsburgh, Allegheny County, Pennsylvania, hereinafter called "COUNTY" and DUQUESNE LIGHT COMPANY, a Pennsylvania corporation with its principal office at 411 Seventh Avenue, Pittsburgh, Pennsylvania, hereinafter called "LICENSEE".

WITNESSETH:

WHEREAS, the COUNTY, acting through its Public Works Department has its principal administrative office located at Room 501, County Office Building, 542 Forbes Avenue, Pittsburgh, PA 15219; and

WHEREAS, LICENSEE, acting through its Rights of Way Section, Mail Drop N3-AM, has its principal administrative office located at 2841 New Beaver Avenue, Pittsburgh, Pennsylvania, 15233;

WHEREAS, COUNTY is the owner of a certain tract of land identified as Lot and Block Number 501-M-179, located at 1980 Beaver Grade Road, Coraopolis, PA 15108, Allegheny County, Pennsylvania (the "Property"); and

WHEREAS, LICENSEE wants to utilize a portion of the Property (the "License Area") for the purpose of erecting, installing, using, owning, operating, maintaining, repairing, renewing and finally removing an electric line, consisting of pole, together with crossarms, cables, wires, one (1) anchor (attached to pole #193216) guys and other fixtures and apparatus thereto belonging (the "Project") as depicted on the Duquesne Light Drawing No, 1001902 marked as Exhibit "A", attached hereto and made a part hereof, referred to herein as (the "Plan"); and

WHEREAS, COUNTY deems granting such License to LICENSEE to be in the public interest.

NOW THEREFORE, IT IS AGREED THAT:

1. The Recitals of this Agreement are incorporated by reference as if fully set forth herein.
2. COUNTY grants to LICENSEE a non-exclusive, non-transferrable, revocable license to use the License Area for the Project.

3. LICENSEE and COUNTY agree that the mutual rights and obligations of each party hereunder constitutes good, valuable and sufficient consideration for this License Agreement.
4. LICENSEE agrees to perform the Project in a professional manner using that standard of care usually exercised by one in the same profession, on the same type of project, at the same time and in the same place, under similar circumstances and conditions.
5. LICENSEE shall construct the Project in substantial accordance with the Plan and in compliance with all applicable rules and regulations.
6. LICENSEE shall have the right to trim or remove any trees, shrubbery, roots or obstructions which at any time interfere or threaten to interfere with the Project, provided LICENSEE receives prior approval by the County.
7. This License may be revoked by COUNTY at any time by giving written notice thereof to the LICENSEE, and in such event, LICENSEE shall remove the Project from the License Area at its own expense and to the satisfaction of the COUNTY within ninety (90) days after receipt of such notice.
8. This License Agreement is not intended to vest in LICENSEE any easements, rights-of-way or interest in the Property and/or License Area whatsoever.
9. COUNTY shall have the right to request the relocation of the Project, or any portion thereof, to another location to be provided by COUNTY, and LICENSEE agrees to relocate the Project, or any portion thereof, to such other location; provided that the location provided by COUNTY is suitable for the Project and the expenses related to such relocation are borne by COUNTY.
10. LICENSEE shall 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 shall become effective in accordance therewith.

////////////////////BALANCE OF PAGE LEFT BLANK////////////////////////////////////

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties hereto have executed this License Agreement as of the date set forth herein.

WITNESSES:

LICENSEE:
DUQUESNE LIGHT COMPANY

Lesley Gannon By: *[Signature]* 3/4/2024
Name: Lesley Gannon Date 3/4/24 Authorized Officer Date
Title: Assistant Corp. Secretary

CORPORATE ACKNOWLEDGMENT FOR LICENSEE

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF ALLEGHENY)

On this 4th day of March, 2024, before me the undersigned officer, personally appeared Duquesne Light Company, a Pennsylvania corporation, by and through the undersigned, its R.O.W. Supervisor who being fully informed of the contents of this instrument, did, as such corporate officer and with full authority, execute the same voluntarily and as the act and deed of said Corporation.

[Signature]

Notary Public

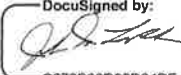
[Seal]

Commonwealth of Pennsylvania - Notary Seal
Kristen Brandon, Notary Public
Westmoreland County
My commission expires March 9, 2025
Commission number 1389456
Member, Pennsylvania Association of Notaries

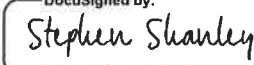
AGREEMENT NUMBER: 289831 (0J)

IN WITNESS WHEREOF, the County of Allegheny has, by virtue of an Executive Action duly authorized by its County Manager, caused this Contract to be signed by the County Manager, and the Contractor has caused this contract to be signed by the proper person, persons, or officers.

COUNTY OF ALLEGHENY

DocuSigned by:
 4/12/2024
BY: _____
Jennifer Liptak Date
County Manager

APPROVED BY DIRECTOR

DocuSigned by:
 4/4/2024

Stephen Shanley Date
Director
Allegheny County Department of Public Works

APPROVED AS TO FORM

DocuSigned by:
 4/5/2024

Rosalyn Guy-McCorkle Date
Allegheny County Solicitor

DocuSigned by:
 4/5/2024

Allan J. Opsitnick Date
Assistant Allegheny County Solicitor

Company: Duquesne Light

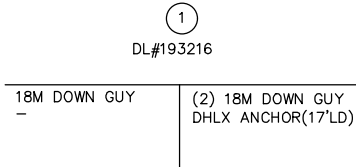
Project: N/A

EXHIBIT A

THIRD PARTY TRANSFERS
NJUNS TK #5627545

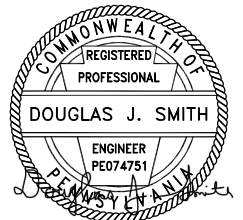
1. VERIZON

MAP: D7-1
CKT: D23670-06 (MONTOUR)



NEW THIRD PARTY ATTACHER: AT&T

COUNTY OF ALLEGHENY
501-M-179



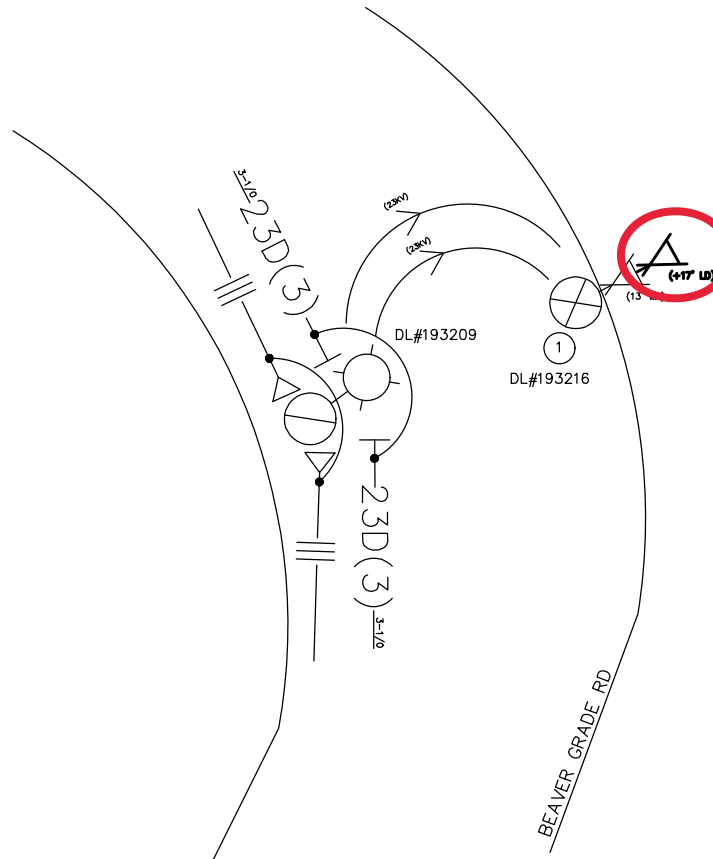
02/16/2024

ALL WORK SHALL CONFORM THE REQUIREMENTS OF DUQUESNE LIGHT COMPANY (DLC) CONSTRUCTION STANDARDS AND THE NATIONAL ELECTRIC SAFETY CODE (NESC), 2017 EDITION

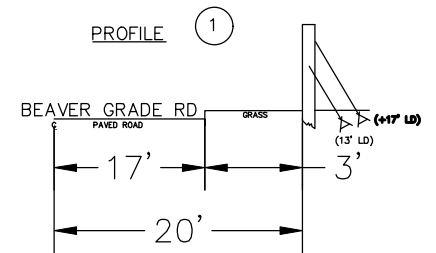
CONSTRUCTION STANDARDS SHOWN ON THE DRAWINGS ARE FOR REFERENCE ONLY

CONTRACTOR SHALL VERIFY ALL DIMENSION AND CONDITIONS AT THE JOB SITE PRIOR TO BEGINNING WORK AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER

THIS DRAWING ADDRESSES OVERHEAD CONSTRUCTION CLEARANCES AND POLE LOADING ONLY. ELECTRICAL DESIGN, INCLUDING BUT NOT LIMITED TO CONDUCTOR SIZING, TRANSFORMER LOADING, AND OVERALL SUITABILITY AND PERFORMANCE OF THE ELECTRICAL SYSTEM IS THE RESPONSIBILITY OF THE OWNER.



MCCORMICK RD IS 275 FEET AWAY FROM DL# 193216



20240461770



DUQUESNE LIGHT CO.

DISTRIBUTION ENGINEERING

THIRD PARTY ATTACHMENT REQUEST
0 BEAVER GRADE RD. CORAOPOLIS, PA 15108
MOON TOWNSHIP

AS-ISSUED_CHK'D	AS-MARKED_CHK'D	SCALE	DATE COMPL'D	DRAWN BY	ENGR_CHK'D	DATE	DLC MAINTENANCE ON DLS#193216 FOR THIRD PARTY ATTACHER		
		NTS	02/16/2024	N. RUSSELL			FPN	PR. NO.	MAXIMO WO. NO.
DATE				DAVEY Resource Group	FINAL APP.	DATE	20-0169	4874K	1001902

REV.0