



Tishekia E. Williams
Assistant General Counsel, Regulatory

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

Tel: 412-393-1541
Fax: 412-393-5757
twilliams@duqlight.com

June 4, 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
The County of Allegheny
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 License agreement dated May 21, 2024. By this agreement, the County of Allegheny, acting through its Public Works Department granted to Duquesne Light Company a license at Lot and Block No. 1179-L-225, fronting on Clinton Road, situated in Findlay Township, Allegheny County which provides the right, privilege, and authority to access, erect, install, use, operate, maintain, repair, renew and finally remove any electric line.

Should you have any questions regarding the enclosed right of way, please contact Deidre Mockabee at 412-443-5891.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Tishekia E. Williams", is written over a light blue rectangular background.

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 21 day of May, 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 1179-L-225, fronting on Clinton Road, situate in Findlay Township, Allegheny County, Pennsylvania (the "Property"); and

WHEREAS, LICENSEE wants to utilize a portion of the Property (the "License Area") for 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 #363682) guys and other fixtures and apparatus thereto belonging (the "Project") as depicted on the Duquesne Light Drawing No, 1019078 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.

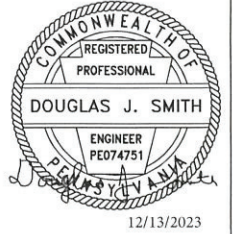
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COUNTY:

COUNTY OF ALLEGHENY

BY DOCUSIGN

MAP: C6-4
 CKT: D23602-2 (CLINTON)
 22902 (CLINTON-MIDFIELD NO. 2)



①
 DL#363682

18M SPAN GUY	-
18M DOWN GUY	(2) 18M DOWN GUY
DHLX ANCHOR (15' LD)	DHLX ANCHOR (15' LD)
-	DHLX ANCHOR (10' LD)

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

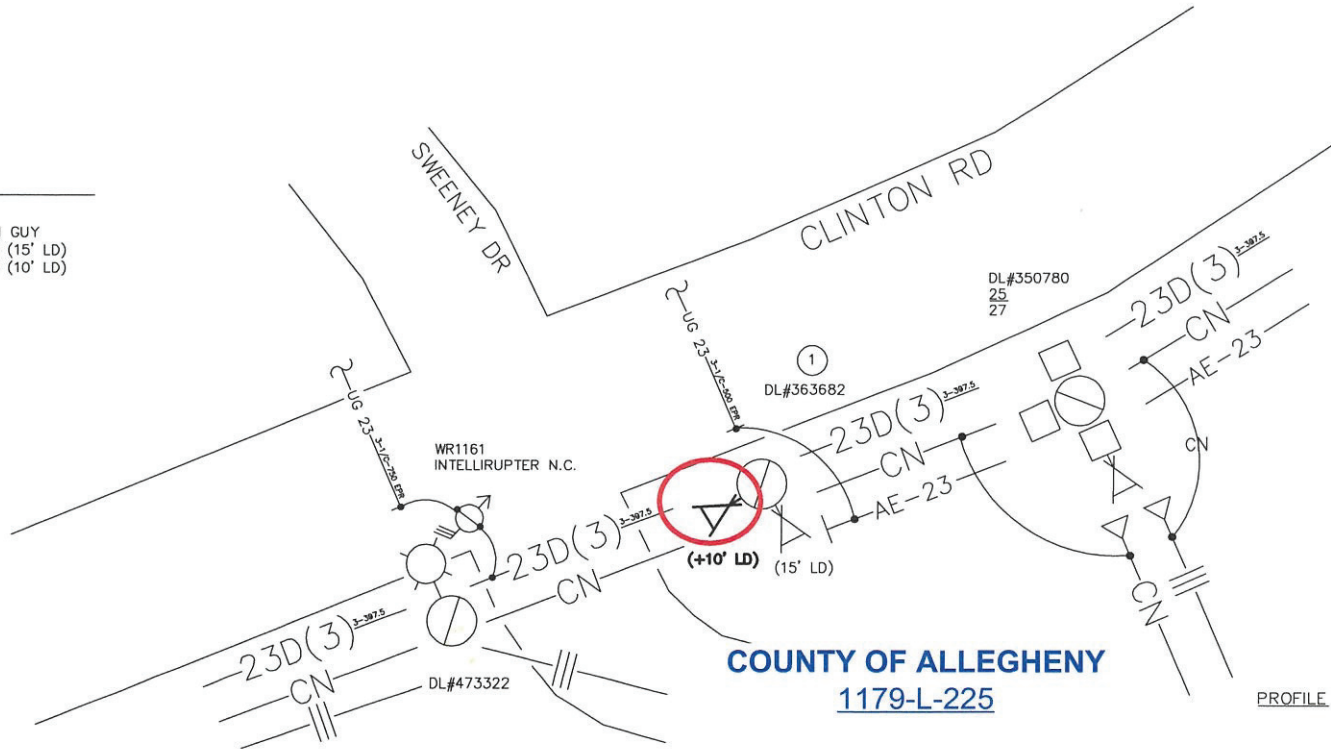
CONSTRUCTION STANDARDS SHOWN ON THE DRAWINGS ARE FOR REFERENCE ONLY

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

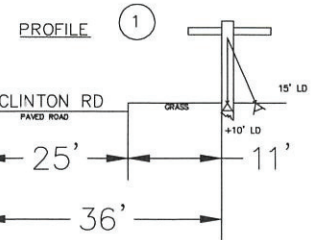
THIS DRAWING ADDRESSES OVERHEAD CONSTRUCTION CLEARANCES AND POLE LOADING ONLY. ELECTRICAL DESIGN, INCLUDING BUT NOT LIMITED TO CONDUCTOR SIZING, TRANSFORMER LOADING, AND OVERALL SUITABILITY AND PERFORMANCE OF THE ELECTRICAL SYSTEM IS THE RESPONSIBILITY OF THE OWNER.



20233391678



COUNTY OF ALLEGHENY
 1179-L-225



NEW THIRD PARTY ATTACHER: COMCAST



DUQUESNE LIGHT CO.

DISTRIBUTION ENGINEERING

THIRD PARTY ATTACHMENT REQUEST
 1152 CLINTON RD, IMPERIAL, PA, 15126
 FINDLAY

AS-ISSUED_CHK'D	AS-MARKED_CHK'D	SCALE	DATE COMPL'D	DRAWN BY	ENGR_CHK'D	DATE	DLC MAINTENANCE ON DLS#363682 FOR THIRD PARTY ATTACHER		
		NTS	12/13/2023	DAVEY J. TROSCLAIR			FPN	PR. NO.	MAXIMO WO. NO.
DATE				DAVEY Resource Group	FINAL APP.	DATE	20-0169	5100	1019078

REV.0