



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

July 3, 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 – Easement Agreement 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 an Easement Agreement dated June 26, 2024, between Duquesne Light Company (“Duquesne Light”) and the City of Pittsburgh. The City of Pittsburgh granted to Duquesne Light an easement on its property situated in the City of Pittsburgh, Allegheny County recorded as Lot and Block 34-D-20 for providing, transmitting and/or distributing electric and/or communications services current for any and all purposes, the right, privilege and authority to:

- a. install, use own, operate, maintain, repair, renew, and finally remove one (1) anchor to pole #113157, together with the guy wires and other apparatus thereto upon, over under, along, across, and through certain portion of the property, as more particularly shown in Duquesne Light Company Drawing No. 1027960 attached hereto as Exhibit A.

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

DUQUESNE LIGHT CO. COPY

Please record and return to:

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

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this "**Agreement**"), dated _____ (the "**Effective Date**"), by and between the Duquesne Light Company (hereinafter, the "**Grantee**"), having a principal place of business at 2841 New Beaver Avenue, N3-AM, Pittsburgh, PA 15233, and the City of Pittsburgh, a municipal corporation of the Commonwealth of Pennsylvania, having an address at 414 Grant Street, Pittsburgh, PA 15219 (hereinafter, the "**Grantor**").

WITNESSETH:

WHEREAS, Grantor is the fee owner of certain land located in the City of Pittsburgh, County of Allegheny, Pennsylvania, designated by the Allegheny County Recorder of Deeds as Lot and Block 34-D-20, hereinafter referred to as the "Property"; and

WHEREAS, the Grantee wishes to install, use, own, operate, maintain, repair, renew, and finally remove one anchor to pole #113157, together with the guy wires and other apparatus thereto upon, over, under, along, across, and through the Property; and

WHEREAS, Grantor is willing to grant to Grantee an easement to install, use, own, operate, maintain, repair, renew, and finally remove one anchor to pole #113157, together with the guy wires and other apparatus thereto upon the Property (the "**Easement Area**"), as more particularly shown in Duquesne Light Company Drawing No. 1027960 attached hereto as Exhibit A and made a part hereof;

NOW, THEREFORE, for good and valuable consideration provided by Grantee to Grantor and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals**: The recitals set forth above ("**Recitals**"), including all terms referenced therein are hereby incorporated into the body of this Agreement as though set forth herein.
2. **Grant**. Grantor hereby grants and conveys to Grantee, a non-exclusive perpetual easement (the "**Easement**") in, under, upon, about, over, and through the Easement Area located on the Property, for the benefit of Grantee. The Easement shall serve the following purposes described in the Recitals and as further set forth herein.
3. **Use**. Grantee may use the Easement to install, use, own, operate, maintain, repair, renew, and finally remove one anchor to pole #113157, together with the guy wires and other apparatus thereto. The Easement includes the right of ingress, egress, and regress to the Easement Area for the permitted uses.

4. Access. Grantee may, for the purposes set forth in Section 3, access the Easement Area at any time without prior notice.

5. Plans. On Grantor's request, Grantee shall provide Grantor with as-built drawings and a survey showing the location and depth of any improvements installed in the Easement Area.

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. This Section shall not limit Grantee's right to trim or remove any trees or shrubbery which, at any time or times, may interfere or threaten to interfere with the installation, use, operation, maintenance, repair, renewal, or removal of the cables, wires, and appurtenant facilities.

7. Compliance with Laws. Grantor and Grantee shall remain in compliance with the applicable statutes, ordinances, rules, and regulations of all governing public authorities as those statutes, ordinances, rules, and regulations are amended from time to time.

8. Reservation of Rights. All right, title, and interest in and to the Easement Area under this Agreement, which may be used and enjoyed without directly interfering with the rights conveyed by this Agreement, are reserved to Grantor.

9. Representations and Warranties. The Grantor provides all rights hereunder in quitclaim and does not warrant any further title to the rights granted in this Agreement or that the same are free and clear of all liens and encumbrances. Grantee hereby takes title under this Agreement solely at its own risk.

10. Grantor's Use of Property. Grantor reserves the right to use the area of the Property in any manner and for any purpose that does not interfere with the rights granted herein, Grantee's Easement rights, or Grantee's use of the Easement Area.

11. Public Right-of-Way. This Agreement shall not be construed as providing any permanent or temporary access, easements or other rights in any public right-of-way. The public rights-of-way are governed according to applicable law, including the permitting and regulatory jurisdiction of the City's Department of Mobility and Infrastructure ("DOMI"). For any activities arising hereunder within the public right-of-way, Grantee must first seek any and all applicable permits from DOMI.

12. Transferability. The parties to this Agreement hereby acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, executors, administrators, representatives, successors, and assigns.

13. Default and Remedies. In the event of a default by Grantor or Grantee, the non-defaulting party may seek any and all remedies permitted by law.

14. Indemnity and Hold Harmless. Grantee agrees to indemnify, save and hold harmless, and defend (if requested) Grantor and all of their officers, agents and employees, from all suits, actions, causes

of action and/or claims brought or raised against Grantor for or on account of any injuries, including death, damages, punitive damages, loss of property, costs, and/or expenses, including, but not limited to, attorneys' fees, alleged to have been caused, in whole or in part, by, through, or in connection with any act, error, or omission of Grantee, in conjunction with the rights and permissions granted under this Agreement.

Grantee shall require all contractors exercising any rights or permission granted under this Agreement to indemnify and defend (if requested) Grantor and all of their officers, agents and employees, from all suits, actions, causes of action and/or claims brought or raised against the Grantor for or on account of any injuries, including death, damages, punitive damages, loss of property, costs, and/or expenses, including, but not limited to, attorneys' fees, alleged to have been caused, in whole or in part, by, through, or in connection with contractor acts or omissions, whether due to the use of defective materials or defective workmanship, or on account of any act, omission, or negligence of the contractor, and/or its employees, agents, consultants, subcontractors or suppliers and it shall fully and finally release, indemnify and hold harmless the Grantor and its respective officers, directors, employees, agents, consultants, insurers, successors and assigns, from and against any and all actions, claims, losses, injuries, including death, damages, punitive damages, loss of property, costs, and expenses, including, but not limited to attorneys' fees, caused by, or in any manner arising from, in whole or in part, any act, omission or negligence of the contractor, and/or its employees, agents, consultants, subcontractors or suppliers; and shall pay, liquidate and discharge any and all claims, losses and demands for injuries to persons, including death, and damage to property caused by, or in any manner arising from contractor's acts, errors, or omissions.

15. Grantor Not Liable. In no event shall Grantor be liable for any damage to or loss of personal property or equipment sustained by Grantee within the Easement Area.

16. Insurance. Grantee shall provide and require all contractors entering the Easement Area to maintain insurance in the amounts specified below and shall keep Grantor listed as an additional insured on both the general and automobile policy at all times:

General Liability: Individual Occurrence - \$1,000,000.00; Aggregate - \$2,000,000.00

Automobile Liability: Combined Single Limit - \$2,000,000.00

Umbrella: \$5,000,000.00

Workers Compensation: Statutory limits

All policies must be made on an occurrence basis. Grantee, in advance of any entry on the Easement Area shall provide evidence to Grantor via a certificate of insurance duly executed by the officers or authorized representatives of a responsible and non-assessable insurance company.

In the event that Grantee hires any contractors to carry out work related to this Agreement, Grantee shall require such contractors to maintain insurance in the amounts set forth in this section and also identifying the City as an additional insured.

17. Notice. Each Party shall deliver all notices, requests, consents, claims, demands, waives, and other communications under this Agreement (each, a "Notice") in writing and addressed to the other Party at its address set out below or to any other address that the receiving Party may designate from time

to time in accordance with this section. Each Party shall deliver all Notices by certified or registered mail (in each case, return receipt requested, postage prepaid).

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

TO DUQUESNE LIGHT: Real Estate and Rights of Way
Duquesne Light Company
2841 New Beaver Avenue, Building No. 3
Pittsburgh, PA 15219

18. Amendment. This Agreement may not be modified or amended except in a writing signed by each party hereto.

19. Governing Law. This Agreement shall be governed and construed in accordance with the Laws of the Commonwealth of Pennsylvania. Each Party hereto agrees that all actions or proceedings arising in connection with this Agreement and the transactions contemplated hereby shall be tried and litigated in state or federal courts located in Allegheny County, Pennsylvania.

20. Counterparts; Electronic Signature. This Agreement may be executed in counterparts, and when executed and delivered by all parties in person, by facsimile, or by email in a PDF document, shall become one (1) integrated agreement enforceable on its terms. The parties agree that execution of this Agreement by electronic signatures is legally binding and equivalent to execution by handwritten signatures.

21. Integration. This Agreement supersedes all prior agreements between the parties with respect to the subject hereof and all discussions, understandings, offers, and negotiations with respect thereto, whether oral or written.

22. No Waiver. No delay or failure on the part of Grantor to invoke any available right, power, or remedy in respect to a breach of this Agreement shall be held or deemed to be a waiver by that party of (or estop that party from asserting) any right, power, or remedy available to it on the recurrence or continuance of said breach or the occurrence of a different breach.

23. Severability. Any provision of this Agreement that is invalid or unenforceable is ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Agreement. If any provision of this Agreement is so broad as to be unenforceable, the provision will be interpreted to be only so broad as is enforceable.

24. No Third-Party Beneficiaries. No right, duty, obligation, nor any section, provision, condition or other term of this Agreement shall create or be construed to create or confer an express or implied third party beneficiary or benefit upon any person or entity other than the signatories to this Agreement.

25. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

26. Home Rule Charter. This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter; and the liability of Grantor thereunder is limited to the sum zero (0) dollars.

27. Authorizing Resolution. This Agreement is entered into by Grantor pursuant to City of Pittsburgh Council Resolution 380 effective June 4, 2024.

28. 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 executed this Agreement as of the date first above written.

GRANTEE:

By: [Signature]
Name: Ryan Karmonick
Title: Supervisor of Right of Way
BDD

COMMONWEALTH OF PENNSYLVANIA)

) SS:

COUNTY OF ALLEGHENY)

On this 25th day of JUNE, 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/she, 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.

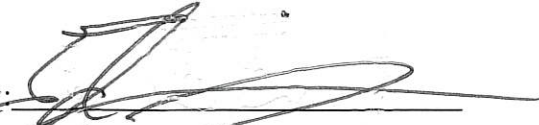
Commonwealth of Pennsylvania - Notary Seal
Daniel D. Antosik, Notary Public
Allegheny County
My commission expires January 16, 2026
Commission number 1281223
Member, Pennsylvania Association of Notaries

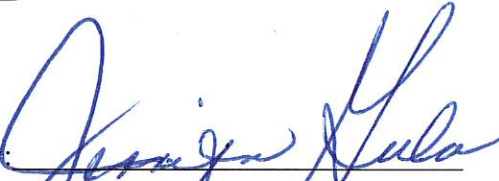
[Signature]
Notary Public

My Commission Expires:

Signature Pages Continued:

CITY OF PITTSBURGH ("Grantor")

By: 
Mayor

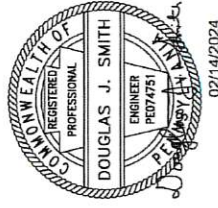
By: 
Department of Finance

EXAMINED BY: 
Assistant City Solicitor

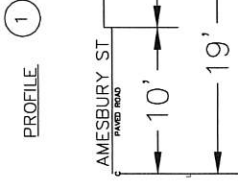
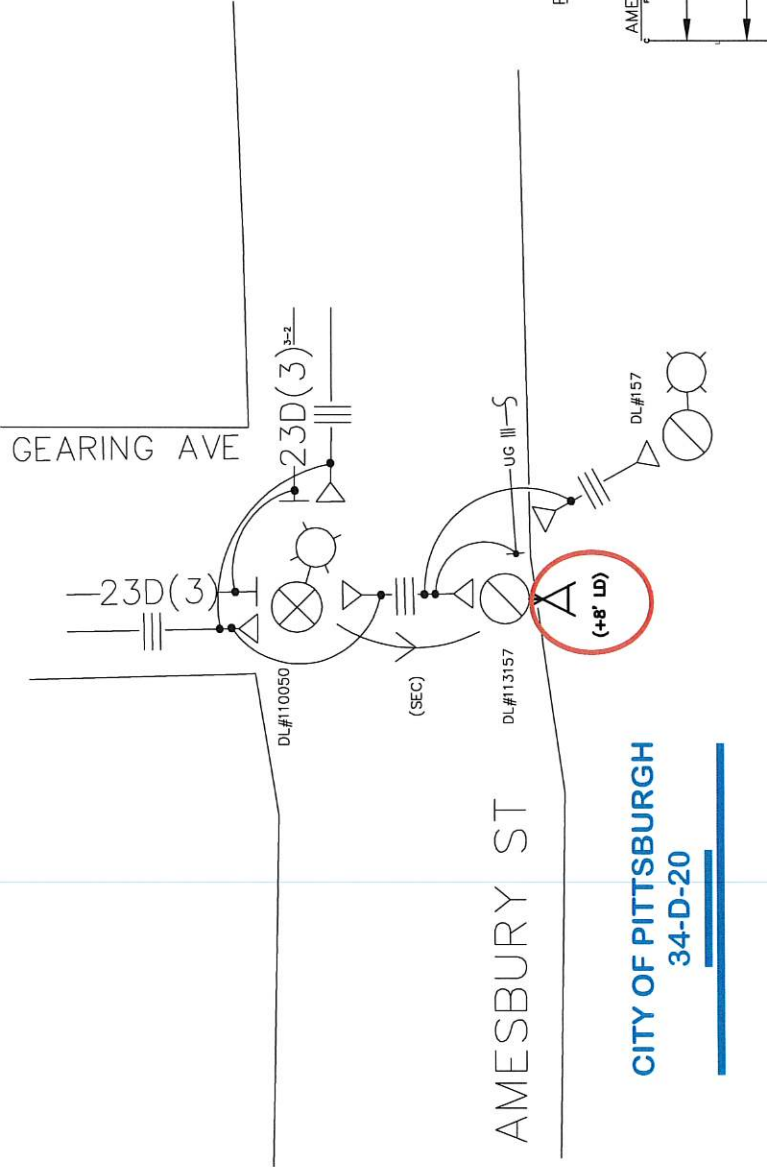
APPROVED AS TO FORM: 
City Solicitor

EXHIBIT A
DEPICTION OF THE EASEMENT

MAP: E8-10
 CKT: D23688-2 (CHESS)



02/14/2024



NOTE:
 - CITY OF PITTSBURGH REQUIRES
 POLE BE PLACED A MINIMUM OF
 12" FROM CURB

NEW THIRD PARTY ATTACHER: CROWN CASTLE

THIRD PARTY TRANSFERS
 NJUNS TK #5914080

1. VERIZON

①

DL#113157
 VZ#114-18

| | |
|--------------|---------------------|
| 18M SPAN GUY | 18M SPAN GUY |
| - | 18M DOWN GUY |
| - | DHLX ANCHOR (8' 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.



20240150648

CITY OF PITTSBURGH
 34-D-20



DUQUESNE LIGHT CO.

| | | | | | | | |
|-----------------|-----------------|-------|--------------|--------------------------------------|------------|--------------------------|--|
| AS-ISSUED_CHK'D | AS-MARKED_CHK'D | SCALE | DATE COMPL'D | DRAWN BY | ENGR CHK'D | DISTRIBUTION ENGINEERING | THIRD PARTY ATTACHMENT REQUEST |
| | | NTS | 2/14/2024 | J. TROSCLAIR | | | 114 AMESBURY ST. PITTSBURGH, PA 15210 |
| DATE | | | | DAVEY J. TROSCLAIR Resource Group | FINAL APP. | | 18TH WARD OF PITTSBURGH |
| | | | | | | | DLC MAINTENANCE ON DLS#113157 FOR THIRD PARTY ATTACHER |
| | | | | | | | PR. NO. 20-0169 |
| | | | | | | | MAXIMO NO. 1027960 |
| | | | | | | | REV.0 |

EXHIBIT B
INSURANCE CERTIFICATE



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



pennsylvania
DEPARTMENT OF TRANSPORTATION

SELF INSURER CERTIFICATE

This is to certify that Duquesne Light Company of

411 Seventh Avenue, MD 7-3

Pittsburgh, PA 15219-1905

has qualified as a self insurer under the Motor Vehicle Financial Responsibility Law and is issued this certificate as evidence thereof and assigned Self Insured Number 50 by the Secretary of Transportation.

This certificate of self-insurance, was issued on March 1, 2024 and will remain in effect until February 28, 2025.

Date March 7, 2024


DIRECTOR, BUREAU OF MOTOR VEHICLES



Legislation Details (With Text)

File #: 2024-0505 **Version:** 1

Type: Resolution **Status:** Passed Finally

File created: 5/17/2024 **In control:** Committee on Public Works and Infrastructure

On agenda: 5/21/2024 **Final action:** 6/4/2024

Enactment date: 6/4/2024 **Enactment #:** 380

Effective date: 6/4/2024

Title: Resolution authorizing the City of Pittsburgh, the Director of Public Works, and Director of Finance to enter into an agreement or agreements with Duquesne Light Company to provide, install, use, own, operate, maintain, repair, renew, and finally remove one (1) pole anchor located upon City-owned property (Parcel ID 34-D-20), at no cost to the City.

Sponsors:

Indexes: AGREEMENTS

Code sections:

Attachments: 1. 2024-0505 Cover Letter-DL Anchor Easement Amesbury, 2. Summary 2024-0505

| Date | Ver. | Action By | Action | Result |
|-----------|------|--------------------|---------------------------|--------|
| 6/4/2024 | 1 | City Council | Passed Finally | Pass |
| 6/4/2024 | 1 | Mayor | Signed by the Mayor | |
| 5/29/2024 | 1 | Standing Committee | Affirmatively Recommended | Pass |
| 5/21/2024 | 1 | City Council | Read and referred | |

Resolution authorizing the City of Pittsburgh, the Director of Public Works, and Director of Finance to enter into an agreement or agreements with Duquesne Light Company to provide, install, use, own, operate, maintain, repair, renew, and finally remove one (1) pole anchor located upon City-owned property (Parcel ID 34-D-20), at no cost to the City.

WHEREAS, the City (“the Grantor”) is the owner in fee simple of that certain parcel of real property located in the 18th Ward of the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, being identified as Parcel Tax ID 34-D-20, fronting Amesbury Street in the Allegheny County Department of Real Estate.

WHEREAS, Duquesne Light Company (“the Grantee”) wishes to install one anchor to pole #145787, together with the guy wires and other apparatus thereto upon the Property;

WHEREAS, the Grantee wishes to install one anchor to pole #113157, together with the guy wires and other apparatus thereto upon the Property;

WHEREAS, the City is willing to provide an easement and/or license to Duquesne Light to install, use, own, operate, maintain, repair, renew, and finally remove one (1) anchor attached to pole #113157, together with the guy wires and other apparatus thereto upon, over, under, along, across, and through certain portions of Parcel 34-D-20.

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

Section 1. The Mayor, the Director of Public Works, and the Director of Finance, on behalf of the City of Pittsburgh, are authorized to enter into an agreement with Duquesne Light Company for the installation, use, operation, maintenance, repair, and removal of one (1) pole anchors on City-owned property fronting Amesbury Street (Parcel ID 34-D-20) (the "Agreement").

The City, 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 area for all purposes not inconsistent with the rights granted to Duquesne Light Company under the Agreement.

Section 2. The easement and/or license 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 any associated agreement(s) between the City and Duquesne Light Company.