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March 2, 2021

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O. Box 3265
Harrisburg, PA 17105-3265

**Re: Application of Duquesne Light Company filed Pursuant to 52 Pa. Code Chapter 57, Subchapter G, for Approval of the Siting and Construction of the 138 kV Transmission Lines Associated with the Brunot Island – Crescent Project in the City of Pittsburgh, McKees Rocks Borough, Kennedy Township, Robinson Township, Moon Township, and Crescent Township, Allegheny County, Pennsylvania
Docket No. A-2019-3008589 and A-2019-3008652**

Dear Secretary Chiavetta:

Enclosed for filing is the Joint Petition of Duquesne Light Company and Allegheny County Sanitary Authority for Approval of a Settlement in the above-referenced proceeding. Copies will be provided as indicated on the Certificate of Service.

Respectfully submitted,



Garrett P. Lent

GPL/kl
Enclosures

cc: Honorable Mary D. Long
Certificate of Service

CERTIFICATE OF SERVICE

(A-2019-3008589 & A-2019-3008652)

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

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Date: March 2, 2021



Garrett P. Lent

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application of Duquesne Light Company filed	:	Docket Nos. A-2019-3008589
Pursuant to 52 Pa. Code Chapter 57,	:	A-2019-3008652
Subchapter G, for Approval of the Siting and	:	
Construction of the 138 kV Transmission	:	
Lines Associated with the	:	
Brunot Island - Crescent Project in	:	
the City of Pittsburgh, McKees Rocks Borough,	:	
Kennedy Township, Robinson Township,	:	
Moon Township, and Crescent Township,	:	
Allegheny County, Pennsylvania.	:	

**JOINT PETITION OF DUQUESNE LIGHT COMPANY AND
ALLEGHENY COUNTY SANITARY AUTHORITY
FOR APPROVAL OF A SETTLEMENT**

TO ADMINISTRATIVE LAW JUDGE MARY D. LONG:

Pursuant to Sections 5.231 and 5.232 of the regulations of Pennsylvania Public Utility Commission (“PUC” or “Commission”), 52 Pa. Code §§ 5.231-5.232, Duquesne Light Company (“Duquesne Light” or the “Company”), and the Allegheny County Sanitary Authority (“ALCOSAN”), parties to the above-captioned proceeding (hereinafter, collectively referred to as the “Joint Petitioners”), hereby file this Joint Petition for Approval of a Settlement (“Settlement”)¹ of all issues related to the intervention of ALCOSAN in the above-captioned proceeding. The Joint Petitioners respectfully request that Administrative Law Judge Mary D. Long (the “ALJ” or “Presiding Judge”) recommend approval of, and the Commission approve, this Settlement as set forth below without modification.

¹ The instant Settlement comprehensively resolves all issues between Duquesne Light and ALCOSAN. This Settlement does not address nor pertain to any issues raised by the protestants in this proceeding. The protestants do not take a position on this Settlement. Per Commission policy, the results achieved through a negotiated settlement are often preferable to the results achieved at the conclusion of a fully litigated proceeding, even in partial settlements where not all interested parties have joined the settlement. *See* 52 Pa. Code § 69.401.

As explained below, the Joint Petitioners agree that the Settlement resolves all of the issues raised by ALCOSAN in this proceeding concerning Duquesne Light's application for approval to site and construct 138 kV transmission lines associated with the Brunot Island-Crescent Project ("BI-Crescent Project" or the "Project") in the City of Pittsburgh, McKees Rocks Borough, Kennedy Township, Robinson Township, Moon Township and Crescent Township, Allegheny County, as amended by the Company on August 10, 2020, at Docket No. A-2019-3008589.

Subject to the terms of the Settlement, the Joint Petitioners request that the Commission authorize Duquesne Light to site and construct the BI-Crescent, consistent with the terms and conditions of the Settlement. In support of this Settlement, the Joint Petitioners state the following:

I. INTRODUCTION

1. Duquesne Light furnishes electric service to approximately 596,000 customers throughout its certificated service territory, which includes all or portions of Allegheny and Beaver Counties and encompasses approximately 800 square miles in western Pennsylvania. Duquesne Light is a "public utility" and an "electric distribution company" as defined in Sections 102 and 2803 of the Pennsylvania Public Utility Code, 66 Pa.C.S. §§ 102, 2803.

2. On March 15, 2019, Duquesne Light filed, pursuant to 52 Pa. Code § 57.72, a full siting application requesting Commission approval to site and construct approximately 14.5 miles of overhead double-circuit 138 kV transmission lines in the City of Pittsburgh, McKees Rocks Borough, Kennedy Township, Robinson Township, Moon Township, and Crescent Township, Allegheny County, Pennsylvania, at Docket No. A-2019-3008589. Duquesne Light also filed an application for eminent domain to acquire a certain portion of the lands of George N. Schaefer of Moon Township, Allegheny County, in connection with the transmission line project, docketed at A-2019-3008652.

3. Protests were filed by Victoria Adams, John P. and Jennifer Crowe, Richard Gable, Folezia Marinkovic, Zachariah Nave, Joseph G. and Suzanne Rabosky, Aaron and Rebecca Siegel, Cynthia and Patrick Wilson, and Dennis J. and Jeanne Zona.

4. Prehearing conferences were held on April 29, 2019 and June 6, 2019.

5. On September 10, 2019, the Protestants offered testimony at an evidentiary hearing.

6. A public input hearing was held in Moon Township on October 9, 2019.

7. Technical evidentiary hearings were scheduled to begin on October 29, 2019.

8. On October 22, 2019, Duquesne Light filed a motion to continue the October 29, 2019 hearing in order to permit the Company time to file an amendment to the application under consideration.

9. By Interim Order entered October 24, 2019, Duquesne Light's motion was granted.

10. On August 10, 2020, Duquesne Light filed an amended application, which modified the original proposal to eliminate the construction of one of the two circuits to 345 kV engineering standards, and reducing the average height of the poles that will be constructed as part of the amended Project.

11. On August 24, 2020, the ALJ issued a Prehearing Conference Order.

12. On September 18, 2020 a petition to intervene was filed by ALCOSAN.

13. A further prehearing conference was held as scheduled on September 25, 2020.

14. Protestants Victoria Adams, Jennifer Crowe, Richard Gable, Folezia Marinkovic, Zachariah Nave, Joseph Rabosky, Cynthia Wilson and Dennis Zona appeared. The petition to intervene of ALCOSAN was granted.

15. On September 28, 2020, the ALJ issued an Interim Order, which set a litigation schedule for the proceeding on the amended application.

16. Duquesne Light and ALCOSAN engaged in discovery during the course of this proceeding.

17. On November 13, 2020, a Motion for Protective Order was filed. The Motion was granted and a Protective Order was issued on November 20, 2020.

18. On November 17, 2020, the Presiding Judge issued an interim order granting an extension for ALCOSAN to submit its direct testimony from November 25, 2020 to December 9, 2020 due to a COVID-19 quarantine emergency impacting certain ALCOSAN employees involved in preparing ALCOSAN's direct testimony.

19. On December 9, 2020, ALCOSAN served its written direct testimony and exhibits of Michael Lichte, P.E.

20. On January 21, 2021, Duquesne Light served its written rebuttal testimony.

21. On February 3, 2021, the parties all participated in the telephonic evidentiary hearings scheduled in this matter. ALJ Long presided over the hearing. Prepared Statements and Exhibits were entered into the record by stipulation or by appearance of the witnesses.

22. In accordance with the Commission's Rules of Practice and Procedures, 52 Pa. Code § 5.231, Duquesne Light and ALCOSAN engaged in settlement discussions throughout the course of this proceeding. As a result of those discussions, the Joint Petitioners were able to reach a settlement in principle of all issues related to ALCOSAN's intervention prior to the date for filing Main Briefs. The agreement of the Company and ALCOSAN is embodied in this Settlement.

23. On February 26, 2021, Duquesne Light informed the ALJ that the Company and ALCOSAN have reached a settlement in principle with respect to the issues raised by ALCOSAN in this proceeding.

II. TERMS OF THE SETTLEMENT

24. The Joint Petitioners are in full agreement that the Settlement is in the best interest of Duquesne Light, ALCOSAN, and their respective customers. The terms of the Settlement are as follows:

25. Duquesne Light and ALCOSAN will openly and timely share material changes to engineering plans, specifications, calculations, foundation locations, and construction plans as it relates to utility facilities on or near Parcels 43-P-1-0-1, 43-L-130, or 43-L-150. The communications will concern any and all material changes in engineering and construction plans for the respective projects of Duquesne Light and ALCOSAN insofar as the projects overlap, as described in the testimonies in this proceeding.

26. Duquesne Light and ALCOSAN will each provide a Single Point of Contact for purposes of collaborating and coordinating to ensure continuous, effective communications. The Single Point of Contact will ultimately be responsible for coordinating its staff with the staff of ALCOSAN/Duquesne Light. In the event a party's Single Point of Contact changes, the affected party will immediately inform the other party.

27. On any Pennsylvania 811 ("One Call") correspondence and actions concerning or relating to ALCOSAN's facilities or impacts thereto, Duquesne Light must include ALCOSAN on all relevant communications and invite ALCOSAN personnel to be present and available during any One Call actions, inspections, and excavations.

28. Where Duquesne Light has flexibility and discretion in siting options (e.g., siting a transmission line in any particular location within a 50 or 100 foot easement), Duquesne will select the option that is least intrusive (or least likely to be intrusive based on ALCOSAN's input) to the existing and planned facilities of ALCOSAN as described by the Direct Testimony of Michael Lichte, pre-filed on December 9, 2020 at Docket Nos. A-2019-3008589 and A-2019-3008652.

Once engineering design is complete, Duquesne Light will not be required to relocate its facilities pursuant to this paragraph. In the event that Duquesne Light decides to adjust its 100% engineering plans or must adjust its 100% engineering plans due to an unforeseen circumstance (e.g., discovering a topographic change or soil erosion upon beginning construction), Duquesne Light will work with ALCOSAN consistent with paragraph 29 and the collaborative objectives of this stipulation.

29. Duquesne Light and ALCOSAN agree to hold quarterly status calls, beginning with the quarter following Pennsylvania Public Utility Commission approval of this stipulation and ending when construction on or near Parcels 43-P-1-0-1, 43-L-130, or 43-L-150 is complete. In a reasonable time in advance of the status calls, Duquesne Light will provide ALCOSAN personnel with an opportunity to review and comment on Duquesne Light's engineering documents (including plans, specifications, calculations, foundation locations, and construction details) that may impact ALCOSAN's existing and planned facilities (as described by the Direct Testimony of Michael Lichte, pre-filed on December 9, 2020 at Docket Nos. A-2019-3008589 and A-2019-3008652). Duquesne Light will work with ALCOSAN in good faith on a best efforts basis to site Duquesne Light's transmission line in a manner that minimizes the likelihood of any adverse impact on ALCOSAN's existing and planned facilities. Duquesne Light will provide ALCOSAN advanced notice and an opportunity to attend the pre-construction conference and contractor progress meetings.

30. When Duquesne Light is in the vicinity of ALCOSAN's existing sewer lines in Sheraden Park, Duquesne Light will provide adequate protection, consistent with industry standards, to prevent settlement and damage to ALCOSAN's buried facilities/infrastructure.

31. As indicated in the Rebuttal Testimony of Lesley Gannon, pre-filed on January 21, 2021 at Docket No. A-2019-3008589 and A-2019-3008652, Duquesne Light does not currently anticipate the need to exercise eminent domain on Parcels 43-P-1-0-1, 43-L-130, or 43-L-150 or otherwise in areas where ALCOSAN has planned facilities under the EPA Consent Decree, as described in the Direct Testimony of Michael Lichte, pre-filed on December 9, 2020 at Docket No. A-2019-3008589 and A-2019-3008652. In the event that Duquesne Light must use its eminent domain powers on Parcels 43-P-1-0-1, 43-L-130, or 43-L-150 or otherwise in areas where ALCOSAN has planned facilities under the EPA Consent Decree, ALCOSAN will be notified pursuant to the applicable law and legal standards.

III. THE PUBLIC INTEREST

39. The Commission encourages and promotes settlements. *See* 52 Pa. Code § 5.231.² Settlements lessen the time and expense that parties must expend litigating a case and, at the same time, conserve administrative resources. The Commission has indicated that settlement results are often preferable to those achieved at the conclusion of a fully litigated proceeding. *See id.* § 69.401. In order to accept a settlement, the Commission must first determine that the proposed terms and conditions are in the public interest. *Pa. PUC v. York Water Co.*, Docket No. R-00049165 (Order entered Oct. 4, 2004); *Pa. PUC v. C.S. Water and Sewer Assocs.*, 74 Pa. P.U.C. 767 (1991).

² *See In Re: Application of Trans-Allegheny Interstate Line Company (TrAILCo) For approval: 1) for a certificate of public convenience to offer, render, furnish or supply transmission service in the Commonwealth of Pennsylvania; etc.*, Docket Nos. A-110172; A-110172F0002; A-110172F0003; A-110172F0004; G-00071229 (Entered Dec. 12, 2008); *Pennsylvania Public Utility Commission, et al., v. Columbia Gas of Pennsylvania et al.*, Docket Nos. R-2010-2215623; C-2011-2224985 et al. (August 1, 2011) (settlement involving major parties to the proceeding with certain individual protestants choosing not to object or join in the settlement).

32. This Settlement was achieved by the Joint Petitioners after an investigation of Duquesne Light's filing, including discovery and the service of written direct testimony by Duquesne Light and ALCOSAN, and written rebuttal testimony by Duquesne Light.

33. Acceptance of the Settlement is in the public interest as it avoids the necessity, time, expenses, and costs of further administrative and potential appellate proceedings related to the issues raised by ALCOSAN. The Settlement will enable both Duquesne Light and ALCOSAN to better serve their customers by removing the uncertainties, costs, and risks associated with prolonged litigation and by helping to ensure that the utility projects of ALCOSAN and Duquesne Light are developed, sited, and constructed in a safe and reliable manner.

34. The Settlement not only encourages but requires future collaboration between ALCOSAN and Duquesne Light with respect to their planned wastewater and electric upgrades and their existing utility infrastructure and facilities. As a result, the Settlement proactively minimizes the likelihood of future disputes or disagreements between ALCOSAN and Duquesne Light regarding their planned utility projects. The Settlement also helps minimize the likelihood of any adverse impacts on the environment or the public safety associated with the planning and development of new utility infrastructure and upgrades. The customers of both ALCOSAN and Duquesne Light are better served through a Settlement that resolves all issues between them in this proceeding.

35. The Settlement reaffirms Duquesne Light's and ALCOSAN's commitments to openly and timely share material changes to their respective engineering plans, specifications, calculations, foundation locations, and construction plans related to their respective projects. In addition, the Settlement provides for a process through which Duquesne Light and ALCOSAN

can continue an ongoing dialogue regarding the siting of Duquesne Light's transmission line near ALCOSAN's projects and facilities.

36. Attached as Appendices A and B are Statements in Support submitted by Duquesne Light and ALCOSAN, setting forth the bases upon which they believe the Settlement is in the public interest and should be approved without modification.

IV. CONDITIONS OF SETTLEMENT

37. This Settlement is conditioned upon the Commission's approval of the terms and conditions contained in this Settlement without modification. This Settlement shall become effective on the date on which the Commission enters a final order that adopts the terms and conditions of this Settlement. If the Commission enters a final order that approves this Settlement, but with one or more modifications, this Settlement shall nonetheless become effective unless one or more of the Joint Petitioners elects to withdraw from the Settlement. Such election to withdraw must be made in writing, filed with the Secretary of the Commission, and served upon all parties within five business days after the entry of an Order modifying the Settlement. In such event, the Settlement shall be void and of no effect.

38. This Settlement is proposed by the Joint Petitioners to settle all of the issues raised by ALCOSAN in this proceeding. If the Commission does not approve the Settlement and the proceedings continue, the Joint Petitioners reserve their respective rights to present full briefing and argument. The Settlement is made without any admission against, or prejudice to, any position that any party may adopt in the event of any subsequent litigation of these proceedings, or in any other proceeding.

39. The Joint Petitioners acknowledge that the Settlement reflects a compromise of competing positions and does not necessarily reflect any party's position with respect to any issues

raised in this proceeding. This Settlement may not be cited as precedent in any future proceeding, except to the extent required to implement this Settlement.

40. This Settlement is being presented only in the context of this proceeding in an effort to resolve the issues raised by ALCOSAN in this proceeding in a manner which is fair and reasonable. The Settlement is presented without prejudice to any position which any of the Joint Petitioners may have advanced and without prejudice to the position any of the Joint Petitioners may advance in the future on the merits of the issues in future proceedings except to the extent necessary to effectuate the terms and conditions of the Settlement. This Settlement does not preclude the Joint Petitioners from taking other positions in proceedings of other public utilities.

V. **CONCLUSION**

WHEREFORE, the Joint Petitioners, by their respective counsel, respectfully request that the Honorable Administrative Law Judge Mary D. Long recommend approval of and the Commission approve this Settlement, including all terms and conditions therein without modification.

Respectfully submitted,



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Dated: March 2, 2021

Appendix A

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application of Duquesne Light Company filed	:	Docket Nos. A-2019-3008589
Pursuant to 52 Pa. Code Chapter 57,	:	A-2019-3008652
Subchapter G, for Approval of the Siting and	:	
Construction of the 138 kV Transmission	:	
Lines Associated with the	:	
Brunot Island - Crescent Project in	:	
the City of Pittsburgh, McKees Rocks Borough,	:	
Kennedy Township, Robinson Township,	:	
Moon Township, and Crescent Township,	:	
Allegheny County, Pennsylvania.	:	

**DUQUESNE LIGHT COMPANY’S STATEMENT IN SUPPORT OF
THE JOINT PETITION OF DUQUESNE LIGHT COMPANY AND ALLEGHENY
COUNTY SANITARY AUTHORITY FOR APPROVAL OF A SETTLEMENT**

TO ADMINISTRATIVE LAW JUDGE MARY D. LONG:

I. INTRODUCTION

Duquesne Light Company (“Duquesne Light” or the “Company”) hereby submits this Statement in Support of the Joint Petition of Duquesne Light and Allegheny County Sanitary Authority (“ALCOSAN”), hereinafter collectively referred to as the “Joint Petitioners,” for Approval of a Settlement (“Settlement”)¹ of all issues related to the intervention of ALCOSAN in the above-captioned proceeding.

The Settlement resolves all of the issues raised by ALCOSAN in this proceeding concerning Duquesne Light’s application for approval to site and construct 138 kV transmission lines associated with the Brunot Island-Crescent Project (“BI-Crescent Project” or the “Project”) in the City of Pittsburgh, McKees Rocks Borough, Kennedy Township, Robinson Township,

¹ The instant Settlement comprehensively resolves all issues between Duquesne Light and ALCOSAN. This Settlement does not address nor pertain to any issues raised by the protestants in this proceeding. The protestants do not take a position on this Settlement. Per Commission policy, the results achieved through a negotiated settlement are often preferable to the results achieved at the conclusion of a fully litigated proceeding, even in partial settlements where not all interested parties have joined the settlement. *See* 52 Pa. Code § 69.401.

Moon Township and Crescent Township, Allegheny County, as amended by the Company on August 10, 2020, at Docket No. A-2019-3008589. As explained below, the Settlement was achieved after an investigation of Duquesne Light's BI-Crescent Project and settlement discussions between Duquesne Light and ALCOSAN regarding the coordination of construction activities associated with the Project. The Settlement reflects a carefully balanced compromise of the Duquesne Light's and ALCOSAN's interests and reflects a joint commitment by each of the parties to communicate, collaborate and coordinate with respect to their planned electric and wastewater upgrades and their existing utility infrastructure and facilities.

For the reasons explained herein, the Settlement is just and reasonable and supported by substantial evidence. The Settlement should be approved by Administrative Law Judge Mary D. Long (the "ALJ") and the Pennsylvania Public Utility Commission ("Commission") without modification.

II. STANDARD FOR APPROVAL OF A SETTLEMENT

The Commission encourages and promotes settlements. *See* 52 Pa. Code § 5.231.² Settlements lessen the time and expense that parties must expend litigating a case and, at the same time, conserve administrative resources. The Commission has indicated that settlement results are often preferable to those achieved at the conclusion of a fully litigated proceeding. *See id.* § 69.401. In order to accept a settlement, the Commission must first determine that the proposed terms and conditions are in the public interest. *Pa. PUC v. York Water Co.*, Docket No. R-00049165 (Order entered Oct. 4, 2004); *Pa. PUC v. C.S. Water and Sewer Assocs.*, 74 Pa.

² *See In Re: Application of Trans-Allegheny Interstate Line Company (TrAILCo) For approval: 1) for a certificate of public convenience to offer, render, furnish or supply transmission service in the Commonwealth of Pennsylvania; etc.*, Docket Nos. A-110172; A-110172F0002; A-110172F0003; A-110172F0004; G-00071229 (Entered Dec. 12, 2008); *Pennsylvania Public Utility Commission, et al., v. Columbia Gas of Pennsylvania et al.*, Docket Nos. R-2010-2215623; C-2011-2224985 et al. (August 1, 2011) (settlement involving major parties to the proceeding with certain individual protestants choosing not to object or join in the settlement).

P.U.C. 767 (1991). As explained in the following section of this Statement in Support, the Settlement is reasonable and in the public interest and, therefore, should be approved without modification.

III. STATEMENT IN SUPPORT OF THE PROVISIONS OF SETTLEMENT

The Joint Petitioners agree that the Settlement is in the best interest of Duquesne Light, ALCOSAN, and their respective customers. (Settlement ¶ 24.) The Settlement was achieved by the Joint Petitioners after an investigation of Duquesne Light's filing, including discovery and the service of written direct testimony by Duquesne Light and ALCOSAN, and written rebuttal testimony by Duquesne Light. Having engaged in this process before the Commission, in addition to settlement negotiations, the parties were able to reach a reasonable compromise that adequately protects their respective interests. The Settlement as a whole reflects the parties' commitments to openly and timely share material changes to their respective engineering plans, specifications, calculations, foundation locations, and construction plans related to their respective projects.

Paragraphs 25, 26 and 29 of the Settlement commit ALCOSAN and Duquesne Light to an open, timely and efficient process for the communication of material changes to engineering plans, specifications, calculations, foundation locations, and construction plans as it relates to utility facilities on or near Parcels 43-P-1-0-1, 43-L-130, or 43-L-150. (Settlement ¶¶ 25-26.) ALCOSAN raised a concern regarding whether and to what extent the Project would overlap with ALCOSAN's existing and planned facilities, and raised the need for coordination between ALCOSAN and Duquesne Light regarding the completion of their respective projects. (*See* ALCOSAN St. 1 at 5.) Duquesne Light detailed its efforts to coordinate with ALCOSAN before and during this proceeding, as a part of its rebuttal testimony. (*See* Duquesne St. 5A-R at 3.)

Although Duquesne Light noted that it was also waiting on information from ALCOSAN, it affirmed its commitment to continue working with ALCOSAN in order to ensure both companies could swiftly and safely complete their projects. (Duquesne St. 5A-R at 5). In this regard, the Settlement sets forth a formal process for communication and coordination between Duquesne Light and ALCOSAN, which ensures material information regarding the companies' respective projects and facilities is timely shared and that any applicable concerns are addressed in a manner that balances each parties' respective needs.

Paragraph 27 of the Settlement provides for ALCOSAN representatives to be included in any Pennsylvania 811 ("One Call") correspondence and actions concerning or relating to ALCOSAN's facilities. (Settlement ¶ 27.) As explained in Duquesne Light's rebuttal testimony, the Company followed typical construction practices to submit a design One-Call application during the design phase and made several One-Calls during the design phase. (Duquesne St. 3A-R at 14-15.) This Settlement provision continues Duquesne Light's commitments to comply with One-Call requirements and to also involve ALCOSAN in applicable One-Calls to quickly and efficiently resolve potential underground conflicts.

The Settlement also balances Duquesne Light's interest in obtaining certainty regarding the location of its facilities upon completion of engineering design with ALCOSAN's interest in avoiding interference with its facilities. (Settlement ¶ 28.) Paragraph 28 achieves this balance by setting forth a process for Duquesne Light to utilize a less intrusive option, where it has the flexibility and discretion to do so, and also protecting Duquesne Light from relocating facilities once engineering design is complete. Both ALCOSAN and Duquesne Light noted that it was important to have certainty regarding the location of facilities when engineering designs were completed. (*See* Duquesne Light St. 3A-R at 8-9; ALCOSAN St. 1 at 8.) However, Duquesne

Light noted that the Project was at 90% design and significant changes could not be made with delaying the schedule or increasing project costs. (Duquesne Light St. 3A-R at 9.)

Furthermore, paragraph 30 of the Settlement affirms Duquesne Light's commitment to use adequate cover and protection when working in the vicinity of ALCOSAN's existing sewer lines in Sheraden Park. (Settlement ¶ 30.) Duquesne Light explained in its rebuttal testimony that it had provided the proposed foundation depths of its facilities to ALCOSAN, and that the proposed foundations were designed with the use of boring logs and a drilled caisson will be installed, consistent with industry standards. (Duquesne St. 3A-R at 15.) Moreover, timber matting and air bridges are already planned in areas where an underground sanitary line is located to help disperse any point loading on ALCOSAN's facilities. (Duquesne St. 3A-R at 14.) Nevertheless, this Settlement provision affirms Duquesne Light's commitment to implement adequate protections to mitigate the risks of damaging nearby water and wastewater facilities.

Finally, paragraph 31 of the Settlement makes clear that it does not anticipate the need to exercise eminent domain authority on the parcels identified by ALCOSAN. (Settlement ¶ 31.) Although ALCOSAN raised a concern about the potential exercise of eminent domain authority (ALCOSAN St. 1 at 8), Duquesne Light indicated that the exercise of this authority was not anticipated or needed at this time in its rebuttal testimony. (Duquesne St. 4A-R at 4-5.) Duquesne Light further explained that it believed its facilities could coexist with ALCOSAN's existing facilities near Sheraden Park. (Duquesne St. 4A-R at 5.) To the extent that the Company's needs change, paragraph 31 confirms that it will provide ALCOSAN will appropriately notify ALCOSAN, consistent with the applicable law and legal standards.

IV. CONCLUSION

WHEREFORE, the Duquesne Light Company fully supports, respectfully request that the Honorable Administrative Law Judge Mary D. Long recommend approval of and the Pennsylvania Public Utility Commission approve this Settlement, including all terms and conditions therein without modification.

Respectfully Submitted,



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Counsel for Duquesne Light Company

Date: March 2, 2021

Appendix B

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application of Duquesne Light Company filed	:	A-2019-3008589
Pursuant to 52 Pa. Code Chapter 57,	:	
Subchapter G, for Approval of the Siting and	:	
Construction of the 138 kV Transmission	:	
Lines Associated with the	:	
Brunot Island - Crescent Project in	:	
the City of Pittsburgh, McKees Rocks Borough,	:	
Kennedy Township, Robinson Township,	:	
Moon Township, and Crescent Township,	:	
Allegheny County, Pennsylvania.	:	

Application of Duquesne Light Company	:	A-2019-3008652
under 15 Pa.C.S. § 1511(c) for a Finding and	:	
Determination That the Service to be Furnished	:	
by the Applicant through Its Proposed Exercise	:	
of the Power of Eminent Domain to	:	
Acquire a Certain Portion of the Lands of	:	
George N. Schaefer of Moon Township,	:	
Allegheny County, Pennsylvania for the	:	
Siting and Construction of Transmission Lines	:	
Associated with the Proposed	:	
Brunot Island - Crescent Project Is Necessary	:	
or Proper for the Service, Accommodation,	:	
Convenience, or Safety of the Public.	:	

**STATEMENT IN SUPPORT OF JOINT PETITION FOR SETTLEMENT
ALLEGHENY COUNTY SANITARY AUTHORITY**

To Presiding Administrative Law Judge Mary D. Long:

On March 2, 2021, Duquesne Light Company (“Duquesne Light” or “Company”) and the Allegheny County Sanitary Authority (“ALCOSAN”) (individually, “Settlement Party,” and collectively, “Settlement Parties”), submitted to the Pennsylvania Public Utility Commission (“PUC” or “Commission”) a Joint Petition for Settlement (“Joint Petition” or “Settlement”) proposing a negotiated resolution of all outstanding issues in the above-captioned proceeding

between Duquesne Light and ALCOSAN. ALCOSAN hereby provides a Statement in Support, which explains the background and provisions of the Settlement and establishes that approval of the Settlement without modification is appropriate and in the public interest.

I. BACKGROUND

1. On August 10, 2020, the Company filed an amended transmission line siting application with the Commission.

2. On September 18, 2020, ALCOSAN filed a Petition to Intervene in this proceeding. Because ALCOSAN has wastewater facilities that are located along portions of and has existing and planned facilities in the vicinity of the Company's proposed transmission route, ALCOSAN intervened in order to protect its existing facilities and plans for future facility upgrades and construction. Specifically, ALCOSAN expressed concern that the Commission's determinations in this proceeding, including approval of the proposed route in the Application, could adversely impact ALCOSAN's existing operations and obligations under a Consent Decree that ALCOSAN entered into with the United States Environmental Protection Agency, the Pennsylvania Department of Environmental Protection, and the Allegheny County Health Department.

3. A Prehearing Conference was held in this proceeding, at which time the Presiding Judge approved a litigation schedule. Following the Prehearing Conference, the Company and ALCOSAN engaged in discovery and responded to written interrogatories. Pursuant to the litigation schedule, the Parties submitted testimony and an evidentiary hearing was held on February 3, 2021. During the hearing, prepared Statements and Exhibits were entered into the record, as described in Section I of the Joint Petition.

4. The Commission has a strong policy favoring settlements, and "[t]he Commission encourages parties to seek negotiated settlements of contested proceedings in lieu of incurring

the time, expense and uncertainty of litigation.” 52 Pa. Code § 69.391; see also 52 Pa. Code § 5.231. Consistent with the Commission’s policy, the Settlement Parties engaged in multiple settlement meetings and exchanged settlement proposals to amicably resolve this matter. As a result of those efforts, the Settlement Parties reached an agreement in principle, which has subsequently been memorialized in the Joint Petition.

II. STATEMENT IN SUPPORT

5. The Joint Petition reflects a reasonable balance and appropriate compromise of the Settlement Parties’ positions. The Joint Petition achieves compromise by requiring both Settlement Parties, through the use of a Single Point of Contact and through quarterly status update calls, to openly and timely share material changes to engineering plans, specifications, calculations, foundation locations, and construction plans as it relates to facilities where the respective projects of Duquesne Light and ALCOSAN could overlap. The Joint Petition establishes a means by which the Settlement Parties may work together toward protection of ALCOSAN’s existing and planned facilities in the vicinity of Duquesne Light’s planned transmission route, and to minimize the likelihood of any adverse impacts that could otherwise arise from Duquesne Light’s BI-Crescent Project in the absence of ongoing communication and collaboration. The Joint Petition requires the parties to coordinate and converse on any relevant Pennsylvania 811 (“One Call”) actions concerning ALCOSAN’s facilities or impacts thereto. Accordingly, the Joint Petition appropriately reflects the Settlement Parties’ agreement to collaborate with each other to ensure that both Duquesne Light and ALCOSAN can continue to provide safe, adequate, and reliable service to their respective customers.

6. In response to ALCOSAN’s testimony regarding its concerns about the exact siting of Duquesne Light’s transmission facilities, Duquesne Light will, on a best-efforts basis, work with ALCOSAN and select the siting option that is the least intrusive to ALCOSAN’s

existing and planned facilities where Duquesne Light retains such flexibility and discretion in siting its facilities. Duquesne Light will provide ALCOSAN advanced notice and an opportunity to attend the pre-construction conference and contractor progress meetings. Further, Duquesne Light will provide adequate protection, consistent with industry standards, to prevent settlement and damage to ALCOSAN's buried facilities/infrastructure when Duquesne Light is in the vicinity of ALCOSAN's existing sewer lines in Sheraden Park in Pittsburgh.

7. The Joint Petition avoids the expense and uncertainty of fully litigating all of the matters in this proceeding and otherwise advances the policy of this Commission to encourage parties to resolve contested proceedings through settlement processes. The Settlement enables ALCOSAN to better serve its customers by removing the uncertainties, costs, and risks associated with prolonged administrative and/or appellate court litigation.

IV. CONCLUSION

8. Based on all of the testimony and exhibits submitted by the Settlement Parties, ALCOSAN respectfully submits that approval of the Joint Petition without modification is appropriate and in the public interest. The Joint Petition results in a collaborative engagement between both Settlement Parties which is necessary in order for Duquesne Light and ALCOSAN to continue to provide safe and reliable electric and wastewater service to their customers. The Joint Petition represents a compromise solution that adequately addresses ALCOSAN's concerns.

WHEREFORE, ALCOSAN respectfully requests that the Commission adopt the Joint Petition for Settlement without modification.

Respectfully submitted,

MCNEES WALLACE & NURICK LLC

By 

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Dated: March 2, 2021