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June 28, 2021

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building, 2nd Floor
400 North Street
Harrisburg, PA 17120

**Re: Municipal Contract – Structures Over Facilities Agreement between Duquesne Light Company and the Pittsburgh Water and Sewer Authority
Docket No. U-2021-3025937**

Dear Secretary Chiavetta:

By letter dated June 2, 2021, The Commission’s Bureau of Technical Services (“TUS”) Propounded two Data Requests, namely, TUS-1 and TUS-2, upon Duquesne Light Company (“DLC”) in the above-mentioned proceeding. Enclosed please find DLC’s responses to the Data Requests. A copy of this letter and the enclosed responses have been sent to the TUS representative assigned to this matter.

Should you have any questions, please do not hesitate to contact me.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Emily M. Farah", is positioned above the printed name.

Emily M. Farah
Attorney ID#322559

Enclosures

cc: Jordan Van Order (jvanorder@pa.gov)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Municipal Agreement between Duquesne Light : Docket No.U-2021-3025937
Company and Pittsburgh Water and Sewer :
Authority :

VERIFICATION

I, Peter Francis, hereby state that the facts set forth above are true and correct to the best of my knowledge, information and belief, and I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).



Peter Francis
Senior Project Manager

Date: June 28, 2021

Technical Utility Services
Interrogatories

Municipal Agreement between Duquesne Light Company and Pittsburgh Water and Sewer
Authority of Allegheny County, Pennsylvania
Docket No. U-2021-3025937

Set I

Witness: Peter Francis

TUS-1

1. Reference the Agreement, Paragraph 4.2. Please provide a detailed explanation as to how the cost sharing ratio was determined.

Response:

Duquesne Light Company (DLC) and the Pittsburgh Water and Sewer Authority (PWSA) view the improvement(s) to the combined sewer as mutually beneficial, and agreed to equally split the costs of the improvement(s) outlined in the Cost Sharing Agreement (“Agreement”).

DLC and PWSA have an equal interest in safeguarding the existing and planned utility facilities on Lot 53-A-10. The improvement(s) subject to the Agreement allows DLC to safely construct electrical facilities around the existing PWSA sewer, and also allows PWSA to safeguard the sewer from future damage.

PWSA has given DLC the authorization to characterize the improvement(s) as a 50/50 mutual benefit.

Technical Utility Services
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Set I

Witness: Peter Francis

TUS-2

2. Reference the Agreement, Paragraph 4.2. Please provide a detailed explanation as to why the Pittsburgh Water and Sewer Authority's share of the costs is limited to \$200,000.

Response:

Duquesne Light utilized a contractor, Burns and McDonnell, to collect firm fixed price bids and negotiate the costs for the work. Based on the bids received, the total cost of the improvement(s) was estimated to be \$400,000. Given that the improvement(s) was a 50/50 mutual benefit for DLC and PWSA, the parties agreed to cap PWSA's contribution to half of the \$400,000 estimate, or \$200,000.