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September 13, 2019

Via Electronic Filing

Rosemary Chiavetta, Secretary
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Implementation of Chapter 32 of the Public Utility Code RE: Pittsburgh Water and Sewer Authority; Docket Nos. M-2018-2640802 and M-2018-2640803

Petition of the Pittsburgh Water and Sewer Authority for Approval of Its Long-Term Infrastructure Improvement Plan; Docket Nos. P-2018-3005037 and P-2018-3005039

Dear Secretary Chiavetta:

Enclosed for electronic filing please find the Joint Petition for Partial Settlement with regard to the above-referenced matter. In accordance with the direction provided during the August 21, 2019 Technical Hearing, Statements in Support of the Joint Petition will be filed on September 30, 2019. Copies to be served in accordance with the attached Certificate of Service.

Sincerely,

Deanne M. O'Dell

DMO/lww
Enclosure

cc: Hon. Conrad Johnson w/enc.
Hon. Mark Hoyer w/enc.
Certificate of Service w/enc.

CERTIFICATE OF SERVICE

I hereby certify that this day I served a copy of the Joint Petition for Partial Settlement upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

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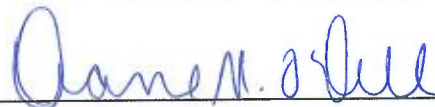
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Deanne M. O'Dell, Esq.

Dated: September 13, 2019

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Implementation of Chapter 32 of the Public	:	Docket No.	M-2018-2640802 (water)
Utility Code Regarding Pittsburgh Water and	:		M-2018-2640803 (wastewater)
Sewer Authority – Stage 1	:		

Petition of The Pittsburgh Water and Sewer	:	Docket No.	P-2018-3005037 (water)
Authority for Approval of Its Long-Term	:		P-2018-3005039 (wastewater)
Infrastructure Improvement Plan	:		

JOINT PETITION FOR PARTIAL SETTLEMENT

Date: September 13, 2019

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Exhibit 1	Checklist Status of Issues PWSA Compliance Plan Stage 2
Exhibit 2	Tariff Supplement [PWSA Exh. JAQ/C-17]

To Deputy Chief Administrative Law Judge Mark A. Hoyer and Administrative Law Judge Conrad A. Johnson:

I. INTRODUCTION

The Pittsburgh Water and Sewer Authority (“PWSA” or the “Authority”), the Bureau of Investigation and Enforcement, (“BIE” or “I&E”), the Office of Consumer Advocate (“OCA”), the Office of Small Business Advocate (“OSBA”), Pittsburgh UNITED (“UNITED”) and Pennsylvania-American Water Company (“PAWC”) (collectively, the “Joint Petitioners” or “Parties”),¹ by their respective counsel, submit and join this Joint Petition For Partial Settlement (“Partial Settlement” or “Joint Petition”), between and among all of the active parties in the above-captioned consolidated proceeding;² and request that Deputy Chief Administrative Law Judge Mark A. Hoyer and Administrative Law Judge Conrad A. Johnson (collectively, “ALJs”) and the Pennsylvania Public Utility Commission (“Commission” or “PUC”): 1) approve the Settlement and all of its terms and conditions without modification; and 2) find that the “Compliance Terms” (as defined herein) are in accordance with the law and are in the public interest.

As more fully explained below, the Partial Settlement details the terms (“Compliance Terms”) by which PWSA will come into compliance with numerous requirements of the Public Utility Code and the Commission’s regulations in the ten broad areas identified in Section III of this Joint Petition.

In support of this Partial Settlement, the Joint Petitioners state as follows:

II. BACKGROUND

1. PWSA is a municipal authority. It is a body politic and corporate, organized and existing under the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601, *et seq.*

¹ The Settlement has been agreed to by all of the active parties in this proceeding.

² The inactive party and commenters are described in Paragraph 62 and the footnotes thereto.

2. PWSA provides water service to approximately 80,000 residential, commercial and industrial customers in: portions of the City of Pittsburgh (“City”); the Borough of Millvale; and portions of Reserve, O’Hara, and Blawnox Townships, Allegheny County. PWSA also provides wastewater conveyance service to customers located in the City, and also conveys wastewater for portions of 24 neighboring communities.

3. On December 21, 2017, Governor Wolf signed Act 65 of 2017 into law whereby the Pennsylvania Public Utility Code was amended to add new language to 66 Pa.C.S. § 1301 and to add a new Chapter 32 consisting of Sections 3201 through 3209, 66 Pa.C.S. § 3201, *et seq.* (“Act 65” or “Chapter 32”). Pursuant to 66 Pa.C.S. § 3202(a)(1), the provisions of the Public Utility Code (except Chapters 11 and 21) apply to PWSA in the same manner as a public utility effective April 1, 2018.

A. Implementation Order and Commission Process for PWSA Compliance Plan

4. On January 18, 2018, the Commission issued its Tentative Implementation Order (“TIO”) in Docket Nos. M-2018-2640802 (water) and M-2018-2640803 (wastewater) whereby it requested comment on proposals to implement Chapter 32.

5. Comments in response to the TIO were submitted by PWSA, I&E, OCA, OSBA, PAWC and Pittsburgh UNITED.

6. Comments in response to the TIO were also submitted by Michelle Naccarati Chapkis on behalf of the Mayor’s Blue Ribbon Panel on Restructuring the PWSA (“Blue Ribbon Panel”) and by the following individuals: Dan Scheid, Alicia Salvadeo, Laura Horowitz, Carlyn Van Dyke, Mark Dixon, Mark Rafanan, Maureen Copeland and Krystie Knight.

7. On March 15, 2018, the Commission issued a Final Implementation Order (“FIO”) in Docket Nos. M-2018-2640802 (water) and M-2018-2640803 (wastewater) laying out a process for implementation of Chapter 32, including tariff approval, ratemaking, compliance plan, and assessment provisions.

8. PWSA's water and wastewater operations became subject to regulation of the Commission on April 1, 2018, pursuant to Chapter 32.³ PWSA's currently approved water tariff⁴ became effective on March 1, 2019.⁵ PWSA's currently approved wastewater tariff⁶ also became effective on March 1, 2019.⁷

9. On September 26, 2018, the Commission issued a Secretarial Letter ("September Secretarial Letter"). The Secretarial Letter explained, among other things, that the Commission would publish notice of PWSA's Compliance Plan and the procedures related thereto in the *Pennsylvania Bulletin* on October 13, 2018.⁸ The Commission further established a comment period of 20 days from the date of publication in the *Pennsylvania Bulletin*.

10. The September Secretarial Letter further provided that within 45 days from the date of publication in the *Pennsylvania Bulletin*, it would refer PWSA's Compliance Plan to the Office of Administrative Law Judge ("OALJ") "for the resolution of any factual matters that PWSA or interested parties may seek to develop." It directed the OALJ to submit a recommended decision on the issues raised by PWSA or the parties no later than eight (8) months from the date on which the matter is assigned to OALJ. The September Secretarial Letter also determined that comments filed prior to the assignment of this matter to the OALJ "will not be included in the evidentiary record developed by the OALJ."

B. PWSA Compliance Plan and LTIIP Filing and Consolidation

11. On September 28, 2018,⁹ PWSA filed: (a) its Compliance Plan ("Compliance Plan" or "CP") at Docket Nos. M-2018-2640802 (water) and M-2018-2640803 (wastewater);

³ 66 Pa.C.S. § 3202(a)(1); FIO at 6-8.

⁴ This tariff is available at: <http://www.puc.state.pa.us/pcdocs/1607874.pdf>.

⁵ See the March 6, 2019 Secretarial Letter entered at Docket Number R-2018-3002645, which is available at: <http://www.puc.state.pa.us/pcdocs/1608677.docx>.

⁶ This tariff is available at: <http://www.puc.state.pa.us/pcdocs/1607875.pdf>.

⁷ See the March 6, 2019 Secretarial Letter entered at Docket Number R-2018-3002647, which is available at: <http://www.puc.state.pa.us/pcdocs/1608676.docx>.

⁸ <https://www.pabulletin.com/secure/data/vol48/48-41/1605.html>.

⁹ The Commission's established a due date of September 28, 2018, for the filing by PWSA of a Compliance Plan and a LTIIP. See *Implementation of Chapter 32 of the Public Utility Code*, Docket Nos. M 2018-

and (b) its Long Term Infrastructure Improvement Plan (“LTIIIP”), which was docketed at Docket Nos. P-2018-3005037 (water) and P-2018-3005039 (wastewater). These proceedings were subsequently consolidated, upon motion by PWSA,¹⁰ by Deputy Chief Administrative Law Judge Mark A. Hoyer and Administrative Law Judge Conrad A. Johnson (collectively, the “ALJs”).¹¹

12. On October 18, 2018, the OCA filed an Answer, Notice of Intervention, and Public Statement. The OCA further submitted comments regarding the LTIIIP on October 25, 2018¹² and comments identifying preliminary issues in PWSA’s Compliance Plan on November 2, 2018.¹³

13. On October 18, 2018, the OSBA filed an Answer and Notice of Intervention.¹⁴

14. On October 22, 2018, I&E entered its appearance.¹⁵ I&E further submitted comments regarding the LTIIIP on October 25, 2018.¹⁶

15. On November 14, 2018, the OSBA entered its appearance.

16. Petitions to Intervene were filed by PAWC and Pittsburgh UNITED¹⁷ on October 30, 2018 and November 1, 2018, respectively. Pittsburgh UNITED further submitted comments

2640802 (water) and M-2018-2640803 (wastewater), Final Implementation Order entered Mar. 15, 2018 (“FIO”).

¹⁰ On December 14, 2018, PWSA filed a motion to consolidate PWSA’s Compliance Plan and LTIIIP. <http://www.puc.state.pa.us/pcdocs/1598337.pdf>. This was done pursuant to the Joint Petition for Settlement (“Rate Settlement”) in PWSA’s July 2, 2018 base rate increase filing at Docket Nos. R-2018-3002645 (Water) and R-2018-3002647 (Wastewater) wherein PWSA, I&E, OCA, OSBA and Pittsburgh UNITED agreed that, within 30 days of the signature date of the Settlement, PWSA would file a motion with the Commission to consolidate PWSA’s Compliance Plan and LTIIIP. As part of the Rate Settlement in the rate proceeding, PWSA further agreed (a) to file revisions to the Compliance Plan and/or LTIIIP and (b) that certain issues would be investigated as part of this proceeding. In that proceeding, PAWC and Duquesne Light Company indicated that they did not oppose the Rate Settlement.

¹¹ First Interim Order Granting Motion for Consolidation of Proceedings (dated February 21, 2019), which is available at: <http://www.puc.state.pa.us/pcdocs/1606656.doc>. On February 5, 2019, the ALJs were assigned the LTIIIP proceeding. *Id.*

¹² <http://www.puc.state.pa.us/pcdocs/1591688.pdf>.

¹³ <http://www.puc.state.pa.us/pcdocs/1592607.pdf>.

¹⁴ OSBA filed an additional Notice of Appearance on November 14, 2018.

¹⁵ I&E filed a corrected Notice of Appearance on November 28, 2018.

¹⁶ <http://www.puc.state.pa.us/pcdocs/1591483.pdf>.

¹⁷ Pittsburgh United is represented through counsel at the Pennsylvania Utility Law Project (“PULP”), <http://www.puc.state.pa.us/pcdocs/1598913.pdf>, and the National Resources Defense Council (“NRDC”), <http://www.puc.state.pa.us/pcdocs/1602209.pdf>. Neither PULP nor NRDC are independent parties of record. On January 16, 2019, Pittsburgh UNITED filed two motions for admission *pro hac vice* for counsel

regarding the LTIIP on October 25, 2018¹⁸ and comments in response to the Compliance Plan on November 1, 2018.¹⁹

C. Commission Directed Procedural Process for Stage 1

17. On November 28, 2018, the Commission issued a Corrected Secretarial Letter (“November Secretarial Letter”) and the accompanying Technical Staff Initial Report and Directed Questions²⁰ – Stage 1 (“Stage 1 Initial Report”), which lists a variety of specific questions that PWSA and the parties were directed to address as part of the Stage 1 litigation.²¹

18. The November Secretarial Letter assigned PWSA’s Compliance Plan to the OALJ for hearings as contemplated in the September Secretarial Letter, and also established a two-stage review process for PWSA’s Compliance Plan.²²

D. Procedural Background Establishing Initial Litigation Schedule

19. On December 5, 2018, a Call-In Prehearing Conference Notice²³ was issued scheduling a call-in prehearing conference for December 20, 2018 at 10:00 a.m. On

from NRDC. That Motion was granted on February 11, 2019.

<http://www.puc.state.pa.us/pcdocs/1605756.doc>.

¹⁸ <http://www.puc.state.pa.us/pcdocs/1591706.pdf>

¹⁹ <http://www.puc.state.pa.us/pcdocs/1592410.pdf>.

²⁰ For ease of reference PWSA Exh. RAW/C-1 reprinted the Commission’s questions and sequentially numbers them. The Settlement refers to Directed Questions by the numbering shown in PWSA Exh. RAW/C-1.

²¹ The OALJ was directed to incorporate the Stage 1 Initial Report into its Prehearing Order and to conduct evidentiary hearings to address matters raised therein. November Secretarial Letter at 4.

²² On December 11, 2018, Pittsburgh UNITED filed a Petition for Reconsideration and/or Clarification of the November 28, 2018 Secretarial Letter. On December 11, 2018, the OCA filed a Petition for Reconsideration and/or Clarification of the November 28, 2018 Secretarial Letter. On December 18, 2018, PWSA filed an Answer to the Petitions of Pittsburgh UNITED and the OCA. On December 20, 2018, a Reconsideration Order was entered wherein the Commission declined to reconsider its directive that a two-stage review be utilized for its review of PWSA’s Compliance Plan. However, the Commission granted Pittsburgh UNITED’s request for clarification of the issues related to PWSA’s compliance with Chapter 15, subchapter B of the Public Utility Code, known as the Discontinuance of Service to Leased Premises Act (“DSLPA”), and directed that DSLPA issues be addressed as part of the Stage 1 Compliance Plan proceeding. As discussed in further detail below, Joint Petitioners have since agreed, after further review and litigation of DSLPA-related issues, that PWSA’s compliance with DSLPA should be addressed as part of Stage 2 because the issues are inextricably linked to PWSA’s broader compliance with Chapter 14 of the Public Utility Code and Chapter 56 of the Commission’s regulations – issues which were explicitly reserved by the Commission for the Stage 2 proceeding.

²³ <http://www.puc.state.pa.us/pcdocs/1596734.docx>.

December 7, 2018, a Prehearing Conference Order²⁴ was issued that required the filing of prehearing memoranda by 2:00 p.m. December 19, 2018.

20. Prehearing Memoranda were filed by PWSA, I&E, OCA, OSBA, Pittsburgh UNITED and PAWC.

21. A prehearing conference was held on Thursday, December 20, 2018, as scheduled. Counsel for PWSA, I&E, OCA, OSBA, Pittsburgh UNITED and PAWC attended the conference. Also, Michelle Naccarati Chapkis attended the conference.

22. At that time, a litigation schedule was established along with modified discovery rules. *See* 52 Pa. Code §§ 5.341 *et seq.* Consistent with the September and November Secretarial Letters, the ALJs were directed to submit a recommended decision by July 29, 2019. To meet that deadline, the Prehearing Order scheduled technical evidentiary hearings in Harrisburg from May 21 through 24, 2019.

23. On December 27, 2018, the ALJs issued a Prehearing Order²⁵ memorializing the schedule and other matters addressed by the parties attending the prehearing conference. The Prehearing Order granted the Petitions to Intervene of PAWC and Pittsburgh UNITED. The Prehearing Order also directed that Ms. Chapkis be included on the service list for this proceeding but that the following individuals who filed Comments in this proceeding but did not attend the prehearing conference on December 20, 2018 shall not be included on the Service List used in this proceeding: Dan Scheid, Alicia Salvadeo, Laura Horowitz, Carlyn Van Dyke, Mark Dixon, Mark Rafanan, and Maureen Copeland. The Prehearing Order stated that: "If any of these individuals desire a greater degree of participation in this proceeding, they must submit a request in writing to the presiding ALJs to be included on the Service List." No such request has been received by any of these commenters.

²⁴ <http://www.puc.state.pa.us/pcdocs/1597316.docx>

²⁵ <http://www.puc.state.pa.us/pcdocs/1600045.doc>.

24. On January 22, 2019, PWSA filed a Motion for a Protective Order. The requested Protective Order was granted on March 12, 2019.²⁶

25. On February 1, 2019, PWSA filed and served revisions to the Compliance Plan (“Compliance Plan Supplement”).²⁷

26. On February 14, 2019, PWSA served its written direct testimony and exhibits.

27. On March 4, 2019, I&E filed an Expedited Motion to Challenge PWSA’s Designation of Certain Information as Proprietary and Confidential (“Motion”) pertaining to negotiation of a new Cooperation Agreement between PWSA and the City of Pittsburgh. The Motion requested an order requiring PWSA to remove the proprietary and confidential designation of the following materials served on February 14, 2019: (1) Page 10 of PWSA Statement No. 2-C (the Direct Testimony of Debbie M. Lestitian); (2) Confidential Exhibit DML/C-1; and (3) Confidential Exhibit DML/C-2. PWSA filed a response opposing the Motion on March 8, 2019.

28. A Third Interim Order dated March 29, 2019 was entered holding the issue in abeyance until May 1, 2019 and directing PWSA to file (by April 30, 2019) a status report addressing the expected date for completion of the negotiations for a new Cooperation Agreement.²⁸

29. At the Technical Evidentiary Hearing on August 21, 2019 and because the negotiations between PWSA and the City of Pittsburgh regarding a new Cooperation Agreement had concluded, PWSA removed the confidential designations identified by the Motion on the version of PWSA St. No. 2-C that was ultimately moved into the record. As such, I&E agreed that its Motion was moot.

²⁶ <http://www.puc.state.pa.us/pcdocs/1609715.docx>.

²⁷ <http://www.puc.state.pa.us/pcdocs/1605098.pdf>.

²⁸ <http://www.puc.state.pa.us/pcdocs/1612761.doc>

30. On April 5, 2019, I&E, OCA, OSBA, Pittsburgh UNITED, and PAWC served their written direct testimony and accompanying exhibits, if any.

31. On May 6, 2019, PWSA, OCA, OSBA, and PAWC served their written rebuttal testimony and accompanying exhibits, if any.

32. The parties engaged in substantial formal and informal discovery in support of their respective positions.

E. Procedural Background Establishing Extension of Initial Litigation Schedule and Deferring Some Issues to Stage 2

33. On May 13, 2019, the Joint Petitioners requested²⁹ a three month extension in the Commission-established schedule for resolution of the above-captioned proceeding to permit settlement discussions to attempt to resolve all the issues raised in the proceeding. They also requested that the following consumer-related issues be moved from Stage 1 to Stage 2 of the proceedings so that they might discuss the issues in workshops led by the Commission's Bureau of Consumer Services ("BCS"): (1) residential service termination and collections issues, and (2) issues related to PWSA's compliance with the Discontinuance of Service to Leased Premises Act. Those requests were granted by Secretarial Letter on May 15, 2019 ("May Secretarial Letter"),³⁰ and the evidentiary hearings scheduled for May 22-24 were cancelled by the ALJs.³¹

34. On May 17, 2019, I&E, OCA, OSBA and Pittsburgh UNITED served their written surrebuttal testimony and accompanying exhibits.

F. Supplemental Written Testimony, Technical Hearing, and Hearing Exhibits

35. A Prehearing Conference was held on June 7, 2019 and, pursuant to the Fourth Interim Order Amending the Litigation Schedule dated June 18, 2019, the litigation schedule

²⁹ <http://www.puc.state.pa.us/pcdocs/1619496.pdf>.

³⁰ <http://www.puc.state.pa.us/pcdocs/1619861.docx>.

³¹ <http://www.puc.state.pa.us/pcdocs/1620062.doc>.

was amended to accommodate the three month extension granted by the Commission.³² The litigation schedule also recognized that the parties would be using the time to discuss settlement and incorporated various dates for which the parties were required to serve the ALJs with settlement updates.

36. On August 2, 2019, PWSA and OSBA served written supplemental direct testimony and exhibits.

37. On August 14, 2019, PWSA served its written supplemental rebuttal testimony in response to the OSBA's written supplemental direct testimony of August 2, 2019.

38. On August 14, 2019, I&E, OCA, OSBA and Pittsburgh UNITED served their written supplemental rebuttal testimony and accompanying exhibits, if any.

39. On August 19, 2019, PWSA served written rejoinder testimony in response to I&E's, OCA's, OSBA's and Pittsburgh UNITED's written supplemental rebuttal testimony of August 14, 2019.

40. The technical evidentiary hearing was held on August 21, 2019. At that time, the parties moved their previously served written testimony and exhibits into the record. In addition to its previously served written testimony and exhibits, the following hearing exhibits on behalf of PWSA were admitted into the record:

PWSA Hearing Exh. 1	PWSA Petition for Approval of Its Compliance Plan as filed September 28, 2018 (Appendix C is PWSA's Long Term Infrastructure Improvement Plan as filed September 28, 2018)
PWSA Hearing Exh. 2	PWSA Compliance Plan Supplement as filed February 1, 2019
PWSA Hearing Exh. 3	PWSA Long Term Infrastructure Improvement Plan dated August 21, 2019
PWSA Hearing Exh. 4	List of PWSA Written Testimony, including exhibits, and witness verifications
PWSA Hearing Exh. 5	Joint Stipulation PWSA and UNITED Re: Lead Replacement Reimbursements
<i>PWSA Hearing Exh. 6</i>	<i>DEP Consent Order and Agreement Referenced in PWSA St. No. C-1SD at 9-11 (when available)</i>

³² <http://www.puc.state.pa.us/pcdocs/1624470.doc>
{L0813612.4}

41. PWSA Hearing Exh. 6 was not yet available at the time of the technical hearing but, per the agreement of the parties and the ALJs, PWSA will directed to file the DEP Consent Order and Agreement as soon as it become available. The DEP Consent Order and Agreement was finalized on September 6, 2019 and filed by PWSA on September 9, 2019. Pursuant to the direction of the ALJs during the technical hearing, a three day time period for the filing of any objections to the admission of PWSA Hearing Exh. No. 6 was established. To date no objections have been filed.

G. Background Regarding Settlement Discussions

42. Beginning on May 22, 2019 and continuing through August 16, 2019, the Joint Petitioners held numerous settlement discussions (on a nearly weekly basis). An initial step for these discussions was to create a Checklist of all the issues that are involved in this proceeding. Items were added to the Checklist based on the Commission Staff's Directed Questions as well as the issues raised in the written testimony received by that time from the parties in this proceeding. The Joint Petitioners then scheduled regular in-person meetings to address each of the substantive topics identified in the Checklist. In these meetings, PWSA explained its processes and/or reasons for each of its proposals for coming into compliance with the Commission's regulations and discussed the particular concerns and/or questions from the other parties. PWSA also provided numerous documents and/or additional information in advance of each of the meetings and worked with the interested parties after each meeting to craft proposals that could satisfactorily resolve the concerns and/or create a path forward toward reaching a resolution.

43. On June 14, 2019, an update about the status of settlement discussions was filed with the Commission pursuant to the May 15, 2019 Secretarial Letter noting that the Joint Petitioners had anticipated filing a Joint Petition for Partial Settlement on or before June 14,

2019.³³ As explained in the June 14, 2019 Status Update, the Joint Petitioners requested that the Commission accept the Status Update in lieu of an initial Joint Petition for Partial Settlement. The request was based on the judgment of the Joint Petitioners that doing so would be a more efficient and coordinated approach and enable the Joint Petitioners to focus on submitting a more comprehensive settlement petition on September 13, 2019.

44. On July 26, 2019, consistent with the Fourth Interim Order, Joint Petitioners provided a settlement status update to Your Honors which included the first version of the Checklist identifying those issues that the Joint Petitioners had settled by that point in time, those issues the Joint Petitioners were still discussing and those issues that the Joint Petitioners agreed could not be mutually resolved. The Joint Petitioners also specifically requested an additional week to serve their written joint stipulations. The requested extension was granted.

45. On August 2, 2019, the Joint Petitioners served the Master List of Stipulations upon Your Honors. This thirty-page document set forth the language agreed-to by the Joint Petitioners to resolve many of the then-outstanding issues. As noted in the August 2, 2019 update, the Joint Petitioners have incorporated the language of the Master List of Stipulations into this Partial Settlement Petition.

46. While the Joint Petitioners turned their attention at that time to preparing their supplemental testimony and preparing for the technical hearings, they continued to work together to resolve the still remaining open issues, with a primary focus on lead service line remediation. As a result, on August 16, 2019, the Joint Petitioners notified Your Honors that many of the lead service line remediation issues were successfully resolved and provided the final updated Checklist. Exhibit 1 attached hereto is the final update of the Checklist which is essentially the same as the one provided to Your Honors on August 16, 2019, though it has been updated (and corrected where appropriate) to cross reference the sections in this Partial

³³ <http://www.puc.state.pa.us/pcdocs/1624034.pdf>
{L0813612.4}

Settlement Petition as well as the supplemental testimony and exhibits admitted into the record on August 21, 2019.

47. As set forth on Exhibit 1, Joint Petitioners identified a total of 186 discrete issues involved in this proceeding. Of these 186 issues, Joint Petitioners were able to reach agreement regarding 139 issues (nearly 75% of all identified issues) which, if adopted by the Commission as set forth herein, will enable PWSA to focus on implementing the processes and procedures to ensure compliance on these matters.³⁴ While Joint Petitioners propose to defer another 25 issues to future proceedings (including those issues the Commission has already moved to Stage 2) and to reserve for litigation another 18 issues,³⁵ identifying the path forward for these issues involved significant time and discussion to determine where Commission direction is needed (for example, where Joint Petitioners have a disagreement regarding the application of the law) and/or where the passage of time and the development of additional data in a future proceeding could assist in resolution (for example, addressing a new Cooperation Agreement between the City of Pittsburgh and PWSA).

H. Structure of this Partial Settlement Petition

48. Section III below sets forth the agreed-to proposals of the Joint Petitioners that they respectfully request that the Commission approve. Joint Petitioners submit that this Partial Settlement is in accordance with the law, just and reasonable, and in the public interest. Section V below sets forth the reasons why the Joint Petitioners submit that the Partial Settlement is in the public interest and should be approved. In further support of this Partial Settlement and consistent with the direction provided during the August 21, 2019 Technical Hearing, Joint Petitioners will file individual Statements in Support of the Partial Settlement on September 30,

³⁴ An additional four issues are no longer open due to either the passage of time and/or the resolution of other related matters.

³⁵ This number includes sub-issues related to the five broad topics reserved for litigation.

2019 (which is also the due date for reply briefs) to explain the reasons why they support the Partial Settlement (or specific terms of the Partial Settlement).

49. Those issues that are not addressed in Section III of this Joint Petition and that have been reserved for litigation are described in Section IV of this Joint Petition. Consistent with the litigation schedule, parties will be filing their main briefs on September 19, 2019 and reply briefs on September 30, 2019 setting forth their views regarding the reserved issues.

50. As to the issues in Section III of this Joint Petition, the Joint Petitioners believe that this Partial Settlement is just and reasonable and in the public interest and respectfully request that the Commission approve this Partial Settlement Petition.

III. TERMS AND CONDITIONS OF PARTIAL SETTLEMENT

The Joint Petitioners respectfully request that both PWSA's Compliance Plan and PWSA's LTIP be approved in accordance with the following terms and conditions:

FINANCIAL, ACCOUNTING PRACTICES, AND COMMISSION REQUIRED REPORTS

A. System of Accounts (52 Pa. Code §65.16)

1. PWSA shall convert its accounting system to full NARUC Uniform System of Accounts ("USOA") compliance in two phases.
 - a. For Phase I, PWSA has manually mapped the PWSA Chart of Accounts ("COA") to the NARUC USOA so that completion of the 2020 operating budget will include the NARUC USOA to conform and comply with reporting requirements. All Commission required reporting for 2019 (and in the future) will use the NARUC USOA.
 - b. For Phase II, PWSA will fully convert (and therefore automate the process) to the NARUC COA during the implementation of a new Enterprise Resource Planning ("ERP") System. PWSA shall make good faith efforts to complete installation of the Enterprise Resource Planning System by December 2021 given the below processes that must be put into place first:
 - i. PWSA needs to issue a Request for Proposal ("RFP") to develop and implement the new ERP;
 - ii. PWSA expects to issue the RFP by August 30, 2019;

- iii. PWSA anticipates that the contract will be awarded in early 2020; and,
 - iv. PWSA anticipates an 18-22 month implementation timeframe for financials and billing once the contract is awarded.
- 2. PWSA shall report on its progress on a quarterly basis in the PWSA Compliance Plan Progress Reports. The reporting will include (when available):
 - a. Date when Request for Proposal is issued;
 - b. Notice of selection of an ERP contractor;
 - c. Contractor projected ERP system cost; and
 - d. Detailed implementation schedule.

B. Annual Depreciation Reports (52 Pa. Code §73.3)

- 1. PWSA shall fully comply with the Commission annual depreciation reporting requirements by 2024 (for 2023)
- 2. During the interim period and starting in 2020,
 - a. PWSA will file partial annual depreciation reports on the same schedule as full annual depreciation reports, detailing only known and newly constructed plant additions and retirements.
 - b. PWSA will solicit the services of a professional consultant experienced with this type of work and reporting to assist PWSA with compliance.
 - c. PWSA will work with the professional services consultant and the newly implemented Enterprise Resource Planning System to hone the current asset list to allow for full reporting by 2024.

C. Capital Investment Plan Report (52 Pa. Code §§73.7-73.8)

- 1. PWSA will file the Capital Investment Plan Reports pursuant to 52 Pa. Code 73.7 and 73.8 starting in 2020 and every five years thereafter.

D. PWSA Risk and Resilience Assessment and Updated Emergency Response Plan as required by the America Water Infrastructure Act (AWIA) (42 U.S.C. §300i-2)

- 1. PWSA will conduct a risk and resilience assessment (“RRA”) as required by the AWIA which is required to be concluded by March 31, 2020. The currently available and voluminous industry standard providing guidance in performing an RRA (from the ANSI – American National Standards Institute, and AWWA – American Water Works Association J100) is subject to additional further baseline guidance pending from the

Environmental Protection Agency (“EPA”) about the requirements of the AWIA and this guidance, which totals fifty pages, was released August 1, 2019. Upon review and consideration of the EPA baseline guidance, the RRA will begin in earnest.

2. An Emergency Response Plan is required by the AWIA as well, and due September 30, 2020. Some of the content for PWSA’s Emergency Response Plan is predicated upon the results of the RRA.
3. Pending final completion of its Emergency Response Plan, PWSA is developing (or has developed) internal processes and procedures to comply with Commission regulations and requirements which will ultimately be included in PWSA’s final Emergency Response Plan though these as developed internal processes and procedures may be revised as necessary based on the results of PWSA’s risk and resilience assessment and within the overall context of the Final Emergency Response Plan.
4. PWSA estimates that its final Emergency Response Plan will be finalized September 30, 2020.
5. PWSA will update the status of its Risk and Resilience Assessment and Updated Emergency Response Plan process in the PWSA Compliance Plan Progress Reports.

E. Security Planning and Readiness (52 Pa Code §§101.1 to 101.7)

1. PWSA will consult with the Reliability and Emergency Preparedness Section of the Commission’s Bureau of Technical Utility Services (“TUS”) in the development of its physical security, cyber security, emergency response and business continuity plans. PWSA is also working with the Department of Homeland Security and the Federal Bureau of Investigation.
2. Specific dates for completion of the plans which may be updated pursuant to PWSA’s Risk and Resilience Assessment as discussed above in Section III.D:
 - a. Physical security plan – December 31, 2019
 - b. Cyber security plan – August 1, 2019
 - c. Emergency response plan – October 31, 2019
 - d. Business continuity plan – October 31, 2019
3. Regarding the Security Self Certification Form:
 - a. PWSA will file its Self Certification Form by February 28, 2020.
 - b. PWSA will provide a status report in its October 31, 2019 PWSA Compliance Plan Progress Report regarding its efforts to achieve the above stated target dates as set forth in Section III.E.2.

F. Notices Regarding Accident, Death, Service Interruptions/Outage, Physical or Cyber Attack and Low Pressure Incidents Required to be Reported to DEP (52 Pa. Code §§65.2, 65.5, 67.1, and 69.1601-69.1603)

1. Reportable Accidents and Occurrences of an Unusual Nature
 - a. PWSA has revised its Internal Investigation Policy and Procedures to ensure that telephone reports are made to Commission staff immediately after becoming aware of:
 - i. the death of a person;
 - ii. an occurrence of an unusual nature, whether or not death or injury of a person results, which apparently will result in a prolonged and serious interruption of normal service; and
 - iii. an occurrence of an unusual nature that is a physical or cyber attack, including attempts against cyber security measures as defined in Chapter 101 (relating to public utility preparedness through self-certification) which causes an interruption of service or over \$50,000 in damages or both.
 - b. PWSA will include these reporting requirements in its final Emergency Response Plan as described above in Section III.D.
2. Unscheduled/Emergency Service Disruptions and Low Pressure Incidents Required to be Reported to Pennsylvania Department of Environmental Protection (“DEP”)
 - a. PWSA is in the process of soliciting applicants for an Environmental Health and Safety professional who is anticipated to be hired in 2019. Pending this, a consultant is currently serving in this role to assist in developing and communicating a Standard Operating Procedure (“SOP”) for communicating Emergency Service Disruptions to the Commission, among others (including the public);
 - i. PWSA Exh. RAW/C-41 is its SOP for Reporting Low Pressure Readings, Breaks and Boil Water Advisories. PWSA Exh. RAW/C-42 sets forth the internal work flow process for the reporting.
 - ii. The SOP will be included in PWSA’s Emergency Response Plan as described above in Section III.D.
 - b. PWSA’s revised communication protocols include notification to the Commission:
 - i. to comply with 52 Pa. Code § 69.1601 (unscheduled water service interruptions and associated actions); and,

- ii. of any low pressure incident or other service interruption for which it notifies the Pennsylvania Department of Environmental Protection.

METERED SERVICE AND METER TESTING (52 PA. CODE §§65.7, 65.8)

G. Metering Unmetered Properties (52 Pa. Code §65.7)**1. Identification of Unmetered/Unbilled and Flat Rate Properties**

- a. PWSA has accepted a proposal from, Professional Engineering Consultants, Buchart Horn entitled 2019 Unmetered & Flat Rate Properties Evaluation Project dated April 17, 2019 to assist in identifying and evaluating unmetered properties and flat-rate customers. PWSA Exh. RAW/C-37 is the Buchart Proposal.
 - i. PWSA will actively search for additional municipal, flat rate and other unmetered properties through various GIS and other data sources. When found, these properties will be added to the list of properties requiring meters.
 - ii. PWSA has started site inspections of unmetered facilities.
- b. PWSA commits to the following timeframes consistent with the PWSA accepted Buchart Horn proposal:
 - i. By June 29, 2020 unmetered and/or unbilled locations shall be identified.
 - ii. PWSA will provide status updates regarding this process in the PWSA Compliance Plan Quarterly Reports and, once complete, PWSA will identify all the newly metered and/or previously unbilled properties.

2. Meter Installation

- a. PWSA will install meters at all unmetered properties where such meters can physically be installed. Properties that may not be able to be separately metered would include those with plumbing restrictions, building integrity to safely support the needed modifications, site constraints (internal and external) as well as other physical limitations. Based on currently available information, PWSA estimates the following numbers of unmetered properties exist:
 - i. 200-400 municipal buildings unmetered;
 - ii. 500 flat rate customers; and
 - iii. 300-400 municipally-owned fountains, pools, etc.

b. PWSA intends to do the following:

- i. Hire consultants, plumbers, and outside contractors to assist in the metering of unmetered properties as needed.
- ii. Assign a project manager who will be responsible for scheduling, planning, and site visits and will ensure that all of the proper materials and equipment are on-hand to execute the metering of the municipal facilities in a timely manner.
- iii. Complete the metering of all unmetered municipal and flat rate properties where meters can be installed within 5 years or by December 31, 2024, and will accelerate this timeframe, if possible.

3. Costs of metering party water service lines and/or converting flat rate customers to metered customers:

- a. For non-municipal properties, PWSA will pay for the meter and the meter installation, but Applicants will be required to pay for any plumbing changes, including service lines in accordance with Part III, Section B.13 of PWSA's approved Tariff, and other related appurtenances required to make the installation comply with applicable PWSA requirements and county and local plumbing codes.
- b. For municipal properties, as this issue is within the City Cooperation Agreement between PWSA and the City of Pittsburgh, the parties agree to submit briefs regarding their position to include their response to the applicable Commission Directed Questions.

H. Implementing Rates for Unmetered and/or Unbilled Properties

1. Non-Municipal Accounts

- a. Once meters are installed for previously unmetered or unbilled non-municipal properties, PWSA will bill the account in full pursuant to the applicable tariff rate.
- b. All currently unmetered, flat rate billed customers will continue to pay a flat rate and customer charge until meters are installed after which PWSA will bill the account in full pursuant to the applicable tariff rate. The "flat rate" will be based on estimated usage.
- c. Properties that may not be able to be separately metered because of the configuration of their service lines:
 - i. will be billed at the appropriate single/two/three family or commercial flat rate; and,
 - ii. the characteristics of these unmetered properties and the reasonableness of the current flat rate will be reviewed in any future rate proceeding.

2. Because implementing rates for unmetered and/or unbilled municipal accounts within the City of Pittsburgh is an issue within the City Cooperation Agreement between PWSA and the City of Pittsburgh, the parties agree to submit briefs regarding their position to include their response to the applicable Commission Directed Questions.

I. Allocation of Public Fire Hydrant Costs

1. In the next rate case, PWSA will provide a class cost of service study reflecting all public fire hydrant costs. PWSA will present a rate design reflecting allocation of 25% of all public fire hydrant costs to the City with its next rate case proposal. PWSA reserves the right to propose a phase-in period at that time.
2. Because the billing plan for public fire hydrants within the City of Pittsburgh is an issue within the City Cooperation Agreement between PWSA and the City of Pittsburgh, the parties agree to submit briefs regarding their position to include their responses to the applicable Commission Directed Questions.

J. PWSA's Meter Replacement and Testing Plans

1. PWSA is undertaking a comprehensive metering program to identify and replace non-working meters (of all sizes), upgrade testing processes and equipment, and ensure that PWSA has the technical ability to reasonably accommodate customer requests for meter testing. PWSA retains the option to test meters using the American Water Works Association testing protocol.
2. Customers will not be required to pay for the replacement of meters and metering equipment, unless damage resulted from the negligent or willful act of the customer.
3. In response to the Commission's Directed Question directing the parties to discuss "the feasibility of implementing a meter testing triage plan" within the stated hierarchy prioritizing out-of-compliance meters used to provide high volume service (*see* PWSA Exhibit RAW/C-1 at 6, Question number 27):
 - a. PWSA will prioritize the testing/replacement of large meters (meters 3 inches and larger), and will make its best efforts to complete the testing/replacement of all large meters/measuring chamber and registers within 3 years.
 - b. PWSA intends to replace all intermediate meters (meters equal to or larger than 1 ½ inch in diameter and equal to or smaller than 2 inches) that have been in service more than 8 years, or where the installation date is unknown, and will make its best efforts to complete the replacement of intermediate meters within 3-5 years.

- c. PWSA intends to replace all of these small meters (meters one inch in diameter and smaller) that have been in service more than 20 years, or where the installation date is unknown, and will make its best efforts to complete the replacement of small meters within 5-7 years.
 - d. PWSA's recent efforts enable it to now accommodate customer-generated meter testing request.
- 4. Actions PWSA has taken to implement its Meter Replacement and Testing Plan
 - a. In April 2019, PWSA implemented a Non-Access Campaign directed to customers of all meter sizes with meters being addressed on a first-come-first served basis to address aged actual meter readings and estimated meter readings. Customers are being notified via letters, phone calls, and posting of notices to make appointments for repair/replacement of the water meters.
 - b. PWSA entered into a contract in May 2019 to test water meters 3" and greater in-line or at the vendor's testing facility. With the addition of this vendor, PWSA is able to accommodate customer-generated meter testing requests.
 - c. Regarding all 2" or less meters, PWSA has purchased and installed a state of the art water meter testing bench in its General Warehouse in March 2019 and currently tests all meters pulled from service. This equipment also enables PWSA to accommodate customer-generated meter testing requests.
- 5. Current Status of PWSA's Meter Replacement and Testing Plan (See also PWSA Exh. RAW/C-38)
 - a. Testing/Replacing Large Diameter Meters (meters 3 inches and larger)
 - i. PWSA has identified 806 large diameter meters that have been in service more than 8 years, or where the installation date is unknown. PWSA intends to either test, repair, or replace the measuring chamber and register of all large meters that have been in service for more than 8 years, or where the installation date is unknown.
 - ii. PWSA will comply with Chapter 65.8 and begin testing meters on a regular interval, so that no large meter is in service longer than 8 years without testing.
 - b. Testing/Replacing Intermediate Diameter Meters (meters equal to or larger than 1 1/2-inch in diameter and smaller than 2 inches)
 - i. PWSA has an estimated backlog of less than 2,000 intermediate diameter meters that have been in service more than 8 years or where the installation date is unknown.

- ii. PWSA will test a fraction (5-10%) of the intermediate diameter meters pulled from services and not reused for quality control and to establish accuracy levels.
 - iii. PWSA will comply with Chapter 65.8 and begin testing meters on a regular interval, so that no intermediate meter is in service longer than 8 years without testing.
- c. Testing/Replacing Small Meters (1-inch diameter and smaller)
 - i. PWSA has an estimated backlog of 50,000 small meters that have been in service more than 20 years, or where the installation date is unknown.
 - ii. PWSA will test a fraction (5-10%) of the small meters pulled from services and not reused for quality control and to establish accuracy levels.
 - iii. PWSA will comply with Chapter 65.8 and begin testing meters on a regular interval, so that no small meter is in service longer than 20 years without testing.

WATER CONSERVATION MEASURES, UNACCOUNTED-FOR WATER AND LEAK DETECTION (52 PA CODE §§65.11 AND 65.20)

K. Water Conservation Measures

1. Starting in 2019, PWSA will begin to take steps to comply with the items required by 52 Pa. Code §65.20(1) – (3) (efficient water use brochure once a year; large water use audit availability brochure; use of efficient plumbing fixtures). Those steps include:
 - a. educational brochure at least once a year;
 - b. annual water audits for large users (as per PA Dept. of Environmental Protection, Division of Water Use Planning Water Audit Procedures); and,
 - c. customer notification (billing inserts) regarding water-saving plumbing fixtures.
2. In order to comply with 52 Pa Code §65.11, PWSA shall develop standard operating procedures (“SOPs”) for situations that require mandatory conservation measures, to include communication and response protocols.

- a. Issues to be included in the SOPs:
 - i. Provisions that, in the event such conservation measures are required, PWSA will notify customers via traditional lines of communication which include automated telephone calls, social media, and the website.
 - ii. PWSA will evaluate the feasibility of pursuing interconnections with other regional water suppliers to enhance system resiliency. This evaluation will be completed and resulting changes to the process incorporated into PWSA's SOP regarding mandatory conservation measures.
- b. Timing for SOP development:
 - i. PWSA will develop a preliminary SOP by February 28, 2020, reflecting at a minimum its ability to implement an SOP without further necessary approvals from non-PWSA entities collaborating in such measures.
 - ii. To the extent the SOP requires further approval from non-PWSA entities, PWSA will revise its preliminary SOP to incorporate procedures reflecting such further approvals and finalize its SOP by no later than December 31, 2020.
- c. PWSA will incorporate the SOPs into its Emergency Response Plan when it revises its Emergency Response Plan as described in Section III. D.
- 3. PWSA will update its progress on these items as part of the PWSA Compliance Plan Progress Reports.

L. Standards of Design – PWSA Water Distribution System Master Plan (52 Pa. Code §65.17(b))

- 1. PWSA Water Distribution System Master Plan
 - a. PWSA is undertaking a master planning effort which will develop a detailed process to clearly identify needed improvements to the distribution system, to develop criteria for evaluating and ranking candidate water mains for renewal, present an assessment of expected growth in the system, assess vertical assets and recommend a five year plan of capital improvements and annual priorities.
 - b. The Final Water Distribution System Master Plan, with a targeted completion date of late 2019 to mid-2020, will also address pressure zones and gradients, pumping, storage, transmission mains, distribution mains, metering, non-revenue water and system emergency interconnections.

- c. The Final Water Distribution System Master Plan will also address master metering and non-revenue water and will include a water audit that follows American Waterworks Association (“AWWA”) guidance using available data. The Plan will also recommend locations for implementation of the district metering program.
- d. The Final Water Distribution System Master Plan will inform any future revisions that may be needed to PWSA’s Long-Term Infrastructure Implementation Plan (“LTIP”) which will be presented for the Commission’s consideration as part of the LTIP process.
- e. PWSA St. C-1SD and PWSA Exh. RAW/C-36 is PWSA provide updated information related to the Water Distribution System Master Plan to include the Scope of Work dated March 15, 2019 and the draft Table of Contents for the Final Water Distribution System Plan.

2. Replacement of 4-Inch Diameter Water Mains

- a. PWSA places a high priority on the replacement of 4 inch diameter mains as part of small diameter water main replacement program.
- b. The prioritization matrix to be developed as part of PWSA’s Water Distribution System Master Plan will inform the ranking of PWSA’s various projects to include the replacement of four inch diameter water mains.
- c. PWSA will provide updates as part of the Compliance Plan Progress Reports as to the timeline and projected completion date for the replacement of all 4-inch diameter water mains.

M. Unaccounted-for (Non-Revenue) Water (52 Pa. Code §65.20(4))

- 1. PWSA will use the American Waterworks Association (“AWWA”) Water Loss Control Methodology and free software, which evaluates non-revenue water.
 - a. PWSA shall use the AWWA definition of “non-revenue water” which includes such items as fire-fighting, testing and flushing under the heading of “unbilled authorized consumption.”
 - b. PWSA will submit its first AWWA Audit to the Commission prior to April 30, 2020.
 - i. Where actual information is not available the AWWA Audit will be based on available information to develop the procedures for estimating and recording accurate data when it is available.
 - ii. As part of PWSA’s Water Distribution System Plan, PWSA will finalize its plan for annual AWWA Audits based on metered withdrawals from the river, metered treated water

delivered to the distribution system and estimates of non-revenue water.

2. Records of Estimated Flows for Street Sweeping, Blow-offs, Main Breaks, flushing, etc.
 - a. Water taken by Pittsburgh's Department of Public Works ("DPW") has not historically been metered by PWSA. PWSA has instructed the City Department to meter each and every water use using water meters provided for each DPW division and have them installed on hydrants to record water use for street sweeping and paving activities.
 - i. To the extent possible, PWSA has begun estimating and recording non-revenue water used for blow-offs, street sweeping, flushing, firefighting, main breaks, tank overflows, etc.
 - ii. PWSA records water used for flushing after main breaks by having crews record the time flushed and using flow gauges to estimate water discharge rates used.
 - b. PWSA has assigned one of its existing operations senior managers, with exhaustive knowledge of the system, to implement its valve operation, flushing and hydrant inspection program and this effort is expected to be documented in a Standard Operating Procedure ("SOP") by October 2019.
 - c. PWSA is currently implementing a Pennsylvania Department of Environmental Protection permitted flushing program to facilitate its orthophosphate addition program.

N. Leak Detection and Leak Survey (52 Pa. Code §65.20(5))

1. PWSA's Operations Department has developed a Leak Detection Program and restructured its staff to include a new team manager with direct leak detection expertise to improve its leak detection program. The team manager is currently working with one foreman and four leak detection specialists to ensure continuity of system knowledge and standard operating procedures for future operation.
 - a. The Leak Detection Program was launched in April 2019 to modernize leak detection equipment to enhance leak detection accuracy and improve coverage as well as to adopt new leak detection technology to accurately locate breaks.
 - b. PWSA St. C-1SD (Weimar) pp 15-16 and PWSA Exh. RAW/C-39 provide additional detail about the Leak Detection Program and to-date results to include details regarding prioritization for larger transmission pipes.

- c. PWSA's Leak Detection Program will be consistent with American Water Works Association ("AWWA") standards and procedures by 2020.
- d. PWSA estimates that its Leak Detection Program can be fully operational completed in three to four years.
- e. Until PWSA's Leak Detection Program is fully implemented, PWSA will update on an annual basis in the PWSA Compliance Plan Progress Reports:
 - i. A breakdown of historical costs related to the program; and,
 - ii. Updated timeline for full implementation of the Leak Detection Program.

O. Source of Supply Measurement (52 Pa Code §§65.14 and 65.20(6))

- 1. PWSA's Water Distribution System Master Plan will identify where additional meters may be needed. A number of existing facility flow meters were recently refurbished as noted below. Further capital projects related to meter operability and measurement are being evaluated and the targeted completion date for the meter operability and measurement plan is late 2019.
- 2. Status of current PWSA Flow Metering Program
 - a. Meters at Water Intakes:
 - i. PWSA is using individual filter gallery effluent flow meters to measure the volume of produced water from the Water Treatment Plant. The total flow from plant to distribution is calculated by summing the individual meter flows, which is reported continuously. Flow meter calibration is performed on a schedule basis. Per manufacturer recommendation, the flow tubes are factory calibrated, the flow transmitting device is calibrated on a periodic basis one per year.
 - ii. The Allegheny River is PWSA's only supply source. This source is brought into the water treatment plant via the Ross Pump Station. This meter is operational, recently rehabilitated, tested and found accurate.
 - b. Fox Chapel
 - i. PWSA has installed a flow meters at the Fox Chapel Pumping Station to show where the water use occurs.
 - c. System Delivery Flow Meters:
 - i. PWSA is currently refurbishing the existing flow meters in the Bruecken and Aspinwall pump stations to establish the point of

system delivery meters. All flow meters at the Aspinwall Pump Station are operational. Flow meters at the Bruecken Pump Station for the flow to Highland 2 Reservoir are operational. Flow meters at the Bruecken Pump Station for the flow to Highland 1 Reservoir are still being rehabilitated.

- ii. Insertion-type flow meters were installed at the Highland 1 Reservoir primary rising mains to monitor flow volume going directly into the system from the Bruecken Pump Station.
3. PWSA's flow metering program is anticipated to include:
 - a. Testing and calibration plan for all facility flow meters;
 - b. Rehabilitation and calibration of flow meters at existing pump stations (Herron Hill Pump Station, Herron Hill Tank Pump Station, Howard Pump Station, Mission Pump Station, Lincoln Pump Station, Saline Pump Station);
 - c. Installation of district flow meters at locations recommended by the Water Distribution System Master Plan within the distribution system; and,
 - d. Installation of flow meters at existing booster chlorination facilities as part of a booster chlorination system rehabilitation project.
4. The Water Distribution System Master Plan will provide a table similar to Table 4-3 of PWSA 40 year plan of 2012 explaining how and when each of the meters listed on the Table will be operational and accurate.
5. PWSA Exh. RAW/C-40 provides the most current System Flow Meter Operation Status available as of July 31, 2019.

**CONTRACTS/AGREEMENTS WITH CUSTOMERS,
OTHER MUNICIPALITIES AND CITY OF PITTSBURGH**

P. Cooperation Agreement Between City of Pittsburgh and PWSA

1. Once a newly negotiated Cooperation Agreement is approved by the City of Pittsburgh and signed by the Mayor, the new Cooperation Agreement will be filed with the Commission and subject to the Commission's review and approval process in accordance with 66 Pa. C.S. §§507 and 508. The parties agree such process will not be part of this Compliance Plan proceeding, and will be part of a future proceeding to be referred to the Office of Administrative Law Judge for a formal on-the-record proceeding. PWSA will make such a request for a formal on-the-record proceeding with its §507 filing, which will be filed no later than upon PWSA's next base rate filing.
2. Parties are free to raise issues related to the ratemaking aspects of the agreement in any future rate base proceeding.

3. PWSA St. C-2SD (Lestitian) pp 3-6 sets forth the status of both the current and the newly proposed Cooperation Agreement as of August 2, 2019.
4. The parties agree to submit briefs regarding their positions related to the existing City Cooperation Agreement, effective January 1, 1995, to include their responses to the applicable Commission Directed Questions.
5. The parties agree that the following principles should apply to the Commission's review of a Cooperation Agreement that is filed following approval by the City:
 - a. Any payments to the City must be just, reasonable and substantiated.
 - b. The City and PWSA's relationship should be conducted on an arm's length "business-like" basis.
 - c. Services provided by the City to PWSA and vice versa should be identified with detailed breakdown and be charged based on the related cost of service.
 - d. PWSA is free to propose a phase-in period or other modifications to otherwise applicable laws, regulations, tariffs, and the existing Cooperation Agreement, subject to the rights of other parties to oppose PWSA's proposals.

Q. Capital Lease Agreement Between City of Pittsburgh and PWSA

1. PWSA will purchase the system for \$1 when eligible in 2025, unless a new arrangement is renegotiated and approved by the Commission prior to that time.

R. Bulk Water: Sales for Resale

1. Within 120 days of the final Commission Order in this proceeding pursuant to 66 Pa.C.S. §507, PWSA will file with the Commission in a separate docket all bulk water sales contracts entered into with municipalities and other public utilities (both prior to and after April 1, 2018). No party is waiving its right to present its position regarding the Commission's legal authority to vary, reform or revise these contracts entered into prior to the Commission assuming jurisdiction over PWSA on April 1, 2018.
2. PWSA agrees to file all future contracts with the Commission as required by Sections 507 and 508.
3. In the next rate case, PWSA will propose a resale rate(s) that will be included in its tariff and charged to new bulk water sales.
4. PWSA will provide costs of providing these wholesale services as part of cost of service study performed for next rate case, and seek to update rates to reflect the current cost of service.

S. Bulk Wastewater Conveyance Agreements

1. Within 120 days of the final Commission Order in this proceeding pursuant to 66 Pa.C.S. §507, to the extent that PWSA can locate them, PWSA will file with the Commission in a separate docket all bulk wastewater conveyance agreements that it has entered into with municipalities and other public utilities (both prior to and after April 1, 2018). No party is waiving its right to present its position regarding the Commission's legal authority to vary, reform or revise these contracts entered into prior to the Commission assuming jurisdiction over PWSA on April 1, 2018
2. PWSA agrees to file all future wastewater conveyance contracts with the Commission as required by Sections 507 and 508.
3. In the next rate case, PWSA will propose a rate(s) that will be included in its tariff and charged to new bulk wastewater conveyance arrangements.
4. If PWSA is unable to locate a pre-existing bulk wastewater conveyance agreement, PWSA will include the rate in its tariff.
5. To the extent ALCOSAN assumes responsibility for any existing wastewater conveyance agreements, PWSA will file notice with the Commission.

T. Billing Arrangement For City of Pittsburgh Residents Served by Pennsylvania American Water Company ("PAWC")

1. The discount shall be eliminated by December 31, 2019.
2. Based on the May 2019 billing data, over 80% of residential customers are receiving a discount of \$1 or less, over one-third of the residential customers are receiving no discount; and the average discount customers are receiving is less than 50 cents per month. PWSA St. C-2SD (Lestitian) pp 6-7 provides this most current data.
3. PAWC will provide notice to customers before the discount is eliminated, over the course of two billing cycles.

U. Billing Arrangement for Allegheny County Sanitary Authority ("ALCOSAN") Charges

1. PWSA reserves the right to develop and propose a service charge related to ALCOSAN charges in its next wastewater base rate filing. All parties retain their rights to review, support or challenge the proposal in that proceeding.

TARIFF AND OTHER MISCELLANEOUS ISSUES (NOT ADDRESSED ELSEWHERE)

V. Limitations on Liability (52 Pa Code §67.87)

1. Parties do not recommend revisions to PWSA tariff to include specific dollar amounts.

W. Line Extensions (52 Pa Code §§65.1, 65.21-65.23)

1. Parties agree to brief their legal views regarding applicability of the Municipality Authorities Act (“MAA”), 53 Pa.C.S. §5601, et seq., and the Commission’s line extension regulations at 52 Pa Code §§65.1, 65.21-65.23 and their response to the relevant Commission Directed Questions.

X. Residential Fire Protection and Standby Charges (52 Pa. Code §69.169)

1. PWSA identified 49 current customers being charged a separate private fire protection charge pursuant to PWSA’s tariff.
 - a. PWSA reviewed each of these accounts and, of these accounts, there were four affected customers. The remaining 45 accounts are classified as commercial properties (which includes multi-family properties).
 - b. For the four affected customers, PWSA has:
 - i. changed the rate code for each account so that the private fire protection customer charge will no longer be assessed;
 - ii. processed a bill credit for each account to refund amounts paid over the past four years consistent with PWSA’s residential customer refund policy upon coming under the Commission’s jurisdiction effective April 1, 2018; and,
 - iii. telephoned each customer advising him/her of the option to receive a one-time payment in lieu of the bill credit upon return to PWSA of a signed refund request.
 - c. The total amount of refunds due for all four accounts is \$4,045.80.
2. PWSA St. C-4SD (Weimar) pp 2-3 includes this information. PWSA Exh. JAQ/C-17 (also included with this Partial Settlement Petition as Exhibit 2) is a proposed pro forma tariff supplement to be submitted as part of a compliance tariff to be filed in this matter upon final Commission approval.
3. In its next base rate case:
 - a. PWSA will include a separate rate for residential, private fire protection service that excludes all standby costs.

- b. PWSA will provide any evidence of its investment in separate or larger service lines, meters, or other customer specific facilities for residential customers with automatic fire protection systems.

Y. Residency Requirement

1. Parties agree to brief this issue to include their response to the relevant Commission Directed Questions.

Z. Ownership of Wastewater Laterals

1. PWSA will conduct a study to investigate the legal, economic and operational feasibility of owning and/or maintaining (now privately owned) wastewater laterals within public easements.
2. The report will include the cost, feasibility and appropriateness of alternatives such as facilitating the provision of private line insurance rather than PWSA owning and/or maintaining the wastewater laterals.
3. PWSA to provide update of status of study in the PWSA Compliance Plan Progress Reports with the final report to be shared with all parties by January 15, 2021.

AA. Stage 1 Commission Staff Requested Documents

1. The following documents were entered into the record via Stipulation on August 21, 2019 (they were included with PWSA St. No. C-1SD (Weimar)).

Directed Question Reference	Exh. No.	Document Title
1.5	Stip Doc – 1	Performance Audit Pittsburgh Water and Sewer Authority Report by the Office of City Controller dated February 2017
1.6	Stip Doc – 2	IMG Briefing to the Blue Ribbon Panel on the PWSA Restructuring Options Assessment dated November 8, 2017
1.7	Stip Doc – 3	PA Auditor General Performance Audit Report The Pittsburgh Water and Sewer Authority dated November 2017
1.7	Stip Doc – 4	County of Allegheny Office of the Controller Performance Audit Report on the Program Effectiveness of the Allegheny County Health Department's Programs to Monitor and Respond to Elevated Lead Water Levels for the Period January 1, 2013 Through April 30, 2017 dated July 25, 2017
1.12	Stip Doc – 5	DEP/EPA Results Of The Comprehensive Performance Evaluation For The Pittsburgh Water & Sewer Authority Aspinwall Water Filtration Plant, September 18-22, 2017

2. The following additional document was provided with PWSA St. No. C-1SD in response to Commission Staff requested documents

Reference	Description
Directed Question Number 1.11	Exhibit RAW/C-33: PWSA Letter to DEP Nov 20 2017 in Response to Oct 25 2017 DEP Administrative Order

BB. Stage 2 Commission Staff Requested Documents

1. The parties agree that submission of the documents referenced below will be addressed in Stage 2 because they all relate to Stage 2 issues.
 - a. Stormwater - Plan for Inventory of stormwater assets and conditions [Directed Question 1.2]
 - b. Stormwater - MOU stormwater [Directed Question 1.3]
 - c. Stormwater - PWSA responses to EPA regarding (MS4) stormwater permit [Directed Question 1.4]
 - d. Stormwater - Wet Weather Feasibility Study [Directed Question 1.13]
 - e. Stormwater - Long Term Wet Weather Control Plan [Directed Question 1.13]
 - f. Stormwater - Green First Plan [Directed Question 1.14]
2. Notwithstanding the agreement of the parties to defer submission of these documents, if the Commission directs that these documents should be filed as part of its Stage 1 review, PWSA will file the documents within 30 days of the final order.

CAPITAL PROJECTS/CONSTRUCTION/BIDDING PROCESSES

CC. Construction Project Tracking and Evaluation

1. PWSA tracks performance of over 50 measures (metrics), including cost effectiveness and performance measures, in its Headwaters tracking database. In addition, it tracks additional information on capital projects in its eBuilder system. PWSA intends to add roughly 50 additional measures to the Headwaters tracking database that includes agreed to performance metrics from the last rate case settlement, Compliance Plan and Compliance Plan Settlement.
2. Within 60 days of entering into this Partial Settlement, PWSA will provide I&E with a list of proposed metrics on which it will report. The final list and when PWSA will begin reporting those metrics in the PWSA Compliance Plan Progress Reports will be mutually agreed to by I&E and PWSA. Any metrics mutually agreed to will be included in PWSA's Compliance Plan Progress Reports.

3. To the extent PWSA proposes any additional or changed metrics for reporting, it will provide that information as part of the PWSA Compliance Plan Progress Reports.
4. PWSA will provide this data in the PWSA Compliance Plan Progress Reports and make these and all performance metric results available to the parties/Commission in next rate case.

DD. Selection Processes and Existing Contractors

1. Competitive Bidding.
 - a. PWSA shall continue to adhere to the requirements of the Municipality Authorities Act (“MAA”) regarding competitive bidding. Generally, in accordance with the MAA, all projects over \$20,600 must be bid.
 - b. PWSA shall not be prohibited from dispensing with competitive bidding in instances or for categories of expenditure where the MAA (or other applicable law) permits an exception to the competitive bidding requirement.
 - c. On an annual basis as part of the PWSA Compliance Plan Progress Report, PWSA shall provide a list of each construction contract in the prior year that was awarded without competitive bidding as well as how those non-competitively bid contracts compare to the total number of construction contracts awarded.
2. PWSA Exh. RAW/C-34 provides PWSA’s Project Operators for Open and Active Projects as of July 31, 2019. PWSA will provide updated design engineer and company affiliation for each project in the PWSA Compliance Plan Progress Report.

EE. Open and Active Project Information

1. Updated PWSA Exhibit RAW/C-10 provides updated information regarding the Project Name, Project Descriptions, Project Justification, Budgeted Costs, Source of Funds, Start Date, Date of Completion and In Service and Consultant/Contractor for-open and active projects as of the date of August 2, 2019.
2. PWSA will provide updated details about the funding sources that it plans to use for each project in the PWSA Compliance Plan Progress Reports.

FF. Clearwell Improvements Projects

1. A number of thorough reviews of various alternatives to address improvements to the Clearwell have been undertaken over the years. After an in-depth evaluation of all these alternative, the one currently underway by PWSA was deemed to provide the most long-term benefits and to be the fastest one available to address current multiple operations risks as

explained more fully in PWSA Exhibit RAW/C-30 (Alternatives Evaluation – Clearwell Redundancy Project March 2017 Report).

2. PWSA Board Resolution 91 adopted on May 16, 2019:
 - a. Authorizes PWSA Executive Director to accelerate implementation of highly critical facilities consistent with state and federal agency recommendations and requirements.
 - b. Identifies the repair and replacement of the Aspinwall Clearwell is designated as one of PWSA’s high priority projects.
 - c. PWSA Exh. RAW/C-35 is Board Resolution 91.
3. Improvements to the Clearwell involve a Multi-Phase Program approach:
 - a. Emergency Bypass
 - b. Reservoir Pump Station and Rising Main
 - c. Pump Station Improvements
 - d. Lanpher Rising Main
 - e. Highland No. 2 Covers and Liners
4. Pending Consent Order and Agreement with the Pennsylvania Department of Environmental Protection (“DEP”).
 - a. PWSA’s projects related to the Clearwell Improvements shall proceed in accordance with the final approved Consent Order and Agreement with DEP.
 - b. At the appropriate time, PWSA will update its LTIIP consistent with the final approved Consent Order and Agreement with DEP.
 - c. PWSA will supplement its previously served testimony to provide additional information about the Consent Order and Agreement and, if available, will include the final approved Consent Order and Agreement.

**LONG-TERM INFRASTRUCTURE IMPLEMENTATION PLAN (“LTIIP”)
(52 PA CODE §121)**

GG. Materials Report, Valves, Prioritization

1. In the PWSA Compliance Plan Progress Reports, PWSA will provide the comprehensive materials report and updated information about the types and sizes of valves once its GIS is updated and this information is available.

2. In the PWSA Compliance Plan Progress Reports, PWSA will provide additional information regarding the prioritization of main replacements, valve replacements.
3. PWSA will notify the parties in the PWSA Compliance Plan Progress Report when the computerized maintenance management system (CMMS) project is implemented.

HH. Customer Owned Lead Service Lines

1. At the appropriate time, PWSA will file a Petition to Amend its Long Term Infrastructure Improvement Plan to include estimates on the number of customer-owned (i.e., private side) lead service lines, and the expected expenditures for their replacement, to the extent that the Commission has authorized or directed PWSA to replace such facilities.

II. Metering Unmetered Properties

1. PWSA's amended LTIIP will include information about its plan to meter unmetered properties to include the timeline consistent with Section IIb above.

JJ. Workforce Development

1. PWSA Hearing Exh. 3 includes the additional information set forth in PWSA St. C-1R (Weimar) at 70-72.
2. PWSA Hearing Exh. 3 also provides more current information regarding:
 - a. workforce challenges as it relates to its LTIIP schedule including any processes and/or plans to specifically address the issues identified in PWSA's Compliance Plan at Appendix A, pp. 5 and 8; and,
 - b. how PWSA will build a workforce to meet the needs of increased capital spending (including specific detail for how staffing projections were quantified, and an estimate of the number of required contractors. If an estimate of required contractors is not available at this time, PWSA will provide an explanation as to why such estimate is not available and explain its planned use of contractors over the term of this LTIIP).

KK. Construction Coordination with Other Utilities and Municipalities

1. PWSA Hearing Exh. 3 includes the additional information set forth in PWSA St. No. C-1R (Weimar) at 72.
2. PWSA Hearing Exh. 3 includes other more current information regarding how PWSA will utilize resources (such as the Pennsylvania 811 Coordinate PA web service application that shows projects and project time frames for users to readily identify opportunities for collaboration between projects) to meet the need for increased coordination with local utilities and local, state, county and city government agencies.

3. PWSA Hearing Exh. 3 also includes further explanation about how efforts between PWSA and the City of Pittsburgh are underway to address the need for additional engineering staff to be hired by the City to improve coordination efforts between PWSA and the City as well as any other necessary actions that are being explored to address this issue.

LL. Distribution System Improvement Charge (“DSIC”)

1. PWSA agrees to seek any necessary waivers of Act 11, including waivers of 66 Pa. C.S. §§1353, 1357, 1358 before it seeks Commission approval of a Distribution System Improvement Charge (“DSIC”) that uses an annual, levelized charge as the basis for establishing DSIC rates, subject to subsequent true-up for PWSA’s actual experience.
2. If such waivers are granted:
 - a. PWSA agrees to separately track and account for all DSIC proceeds and expenditures in a separate accounting mechanism, and to specifically designate all revenue collected through the DSIC to future DSIC-related spending, or refunds to customers, if necessary.
 - b. With regard to quarterly updates of the DSIC; to minimize over or undercollections, PWSA agrees to adjust the DSIC percentage by October 1 if projected total billings and expenditures for the remainder of the year indicate that a material over or under collection of plus or minus 2% is likely to occur. However, PWSA agrees to make adjustments in earlier quarters if it is able to accurately determine that a material over or under collection is likely to result by the end of the year.
3. In its next base rate case, PWSA intends to seek Commission approval of a DSIC-with inclusion of costs related to private-side lead service line replacement, to the extent that the Commission has authorized or directed PWSA to replace such facilities and include those activities in its LTIP; all parties reserve their rights to review and challenge inclusion of costs in the DSIC. Inclusion of costs in the LTIP does not mean that PWSA can recover those costs through the DSIC.
4. No Party waives any right it might have to challenge the reasonableness of PWSA’s DSIC calculations or its proposed cap, the prudence of any expenditures claimed to be included in the DSIC the recovery of any category of costs claimed to be included in the DSIC, the reasonableness and/or lawfulness of the DSIC formula proposed by PWSA, or any other aspect of a PWSA DSIC proposal included with PWSA’s base rate case.

CUSTOMER SERVICE, COLLECTIONS AND CUSTOMER ASSISTANCE PROGRAM

MM. Issues Deferred to Stage 2

1. In accordance with Commission’s May 15, 2019 Secretarial Letter granting the Parties’ Expedited Motion for Extension of Commission-

Created Deadlines, the following issues have been deferred for further consideration as part of the Stage 2 Compliance Plan proceeding:

- a. The language, format and method of providing suspension and termination notice pursuant to Chapter 14 of the Public Utility Code and Chapter 56 of the Commission's regulations.
 - b. PWSA's compliance with the Discontinuance of Service to Leased Premises Act ("DSLPA"), 66 Pa.C.S. §§1521-1533.
 - c. PWSA's plan for collections (to include strategies to reduce overall uncollectibles and to ensure collections practices for residential customers are consistent with legal requirements).
 - d. Personal Contact Requirements of 52 Pa. Code §§56.94 and 56.336.
2. Interim processes and information to be addressed during Stage 2 Collaboratives
- a. Implementation of PWSA telephone process day prior to service termination
 - i. PWSA has fully implemented the process described on page 8 of the Parties' Expedited Motion for Extension of Commission-Created Deadlines.
 - ii. PWSA will continue to implement, monitor and collect data associated with this process until the Commission directs otherwise or a mutually agreed upon approach is reached during the Stage 2 collaborative process.
 - iii. In PWSA's Compliance Plan Progress Reports, beginning with the Compliance Progress Report to be submitted with supplemental testimony, PWSA will provide the following information related to its interim process:
 - a) The phone call completion rate, separately accounting for incomplete or disconnected phone numbers, calls that went to the consumer's voicemail, and calls where a consumer answered the phone; and,
 - b) The number of consumers who prevented termination after receiving a phone call, separately indicating the reason termination was avoided (for example, submission of a medical certificate; submission of a Protection from Abuse or other court order indicating the consumer is a victim of domestic violence; entering a deferred payment arrangement; paying the full balance; if there is a

pending hardship fund application; or enrollment in PWSA's Winter Moratorium).

- iv. PWSA will engage in good faith discussions of potential policies and procedures that it might be able to agree to put in place to enable its employees to provide personal contact immediately prior to termination beyond a telephone call the day before termination and whether that process and procedure is compliant with the Commission's regulations.
- v. PWSA will elicit the help of BCS/Commission staff to gather information about the policies and procedures at place at other Pennsylvania regulated utilities for complying with the Commission's regulations and engage in a discussion with the stakeholder collaborative about such processes.
- vi. Consistent with the Expedited Motion, PWSA agrees to coordinate a discussion with the parties to assess the progress on this issue on October 25, 2019 and January 25, 2020. If the parties (with BCS sign off) have not reached a collaborative resolution by January 25, 2019 (and no extension of time has been mutually agreed to by the parties), then any party has the option to petition the Commission on this issue and PWSA agrees (to the extent necessary) to seek any waiver that may be deemed necessary.
- vii. Each party maintains their right to advocate their views regarding what is required to comply with the personal contact requirements of 52 Pa. Code §§56.94 and 56.336 and nothing herein is intended to imply that PWSA's interim process is or is not in compliance with these requirements or that PWSA is forgoing its right to seek a waiver of the requirements.

b. Collections Plan

- i. PWSA will elicit the help of BCS/Commission staff to gather information about the best practices collections policies and procedures at other Pennsylvania utilities in an effort to inform its own processes.
- ii. PWSA agrees to provide the following information during the Stage 2 Collaborative Workshop addressing collections issues:
 - a) Identification of any current or planned use of a third party collections agency, the role of the third party, and any fees or charges that may be assessed to PWSA or to an individual consumer pursuant to a third party collections arrangement; and,

- b) A description of how PWSA plans to address arrearages previously transferred to Jordan Tax Service (“JTS”) for collections.
 - iii. In advance of the Stage 2 litigation, PWSA agrees to provide the parties with a status update of these issues.
- 3. In advance of the Stage 2 litigation, PWSA agrees to provide the parties with the following information (in writing):
 - a. A chronological description of PWSA’s current termination procedure.
 - b. An update regarding the status of its collection plan to include the issues identified in Section III.MM.1.c above.
 - c. An update regarding PWSA’s policies and procedures with regard to a tenant’s ability to establish and maintain service pursuant to the Discontinuance of Service to Leased Premises Act.

NN. PWSA Low-Income Customer Assistance Program

- 1. PWSA Affordability Analysis
 - a. PWSA’s Affordability Analysis was discussed at June 3, 2019 Low Income Advisory Council (“LIAAC”) meeting and a follow-up Q&A session was held on July 15, 2019. The discussion was continued at the LIAAC meeting on August 12, 2019 and the fourth meeting is scheduled for September 23, 2019.
 - b. PWSA Exh. RAW/C-28(A) at Appendix D provided data collection pursuant to paragraph F.1 of the 2018 Rate Case Settlement (Docket No. R-2018-3002645). PWSA will continue to provide the data on a quarterly basis in PWSA’s Compliance Plan Progress Reports.
- 2. LIAAC meetings were/will be held on a monthly basis in August, September, and October 2019 and will begin again on a quarterly basis in January 2020. The initial two year term of the LIAAC shall be extended through March 2026, subject to further extension at PWSA’s discretion as established in paragraph F.3 of the 2018 Rate Case Settlement (Docket No. R-2018-3002645). Meeting dates and times for successive meetings will be scheduled at the end of each LIAAC meeting to best accommodate schedules. It is understood by all parties that LIAAC is an advisory group and that PWSA retains the final authority as to what recommendations made by the LIAAC will be adopted. By participating in LIAAC, no party waives its rights to advocate their positions in any pending or future Commission proceeding where such issues are addressed.
- 3. Input on PWSA CAP program from BCSand LIAAC members
 - a. PWSA will keep BCS informed of all scheduled LIAAC meetings intended to discuss its low income assistance programs, including its

Bill Discount Program (“BDP”), Hardship Fund program, Community Environmental Program (“CEP”), and winter moratorium, and invite BCS staff to participate.

- b. PWSA is currently in the process of developing a Low Income Assistance Program Plan pursuant to the Settlement terms in its 2018 Base Rate proceeding (Docket No. R-2018-3002645), which it intends to file as part of its next base rate proceeding. PWSA provided a preliminary overview of what is under consideration at its August LIAAC Meeting with a written draft of the Low Income Assistance Program Plan to be provided during the September LIAAC meeting. LIAAC members, BCS and all parties to this proceeding will be asked to provide written recommendations and feedback related thereto one week prior to the October LIAAC meeting for discussion during the October LIAAC meeting. PWSA will seriously consider all provided feedback and will, to the extent it agrees with the received feedback, incorporate such recommendations into its plan to be filed with the rate case. With its rate case filing, PWSA will provide its specific rationale for rejecting any programmatic recommendations offered as part of the LIAAC process.

4. Customer Outreach

- a. PWSA will develop an outreach plan for its customer assistance programs, with the input of interested parties – including but not limited to Dollar Energy Fund and members of LIAAC.
- b. PWSA will include its outreach plan as part of its Low Income Assistance Program Plan which will be filed as part of next base rate filing. The outreach plan will include, at a minimum, a proposed budget for outreach activities and a neighborhood canvassing aspect which will target areas of PWSA’s service territory identified through PWSA’s needs assessment.
- c. PWSA welcomes the assistance of interested parties in developing and implementing its customer outreach plan.

LEAD SERVICE LINE REMEDIATION

OO. Definitions Of Terms As Relating To Lead Service Line Remediation Issues

The following definitions apply to terms relating to Lead Service Line Remediation issues as set forth in Sections III.OO – III.YY:

- 1. “PWSA” means any PWSA officer, employee, contractor, agent, or other representative of PWSA.
- 2. “Service line” means the pipe or pipes that connects a water main to a building inlet, and any pigtail, gooseneck, or other fitting connected to the pipe or pipes.

3. "Public-side service line" means the portion of the service line on the street side of the curb box.
4. "Private-side service line" means the portion of the service line on the residence side of the curb box.
5. "Lead service line" refers to any service line made of lead, galvanized iron, or galvanized steel.
6. "Partial lead service line replacement" means the replacement of a public-side service line made of any material without the simultaneous replacement of a connected private-side lead service line.
7. "Private-side only lead service line" means a service line composed of lead on the private side and non-lead material on the public side.
8. "Full lead service line" means a service line composed of lead on both the public side and the private side.
9. "Customer Assistance Programs" means PWSA's Bill Discount Program, Hardship Fund program, Winter Shut Off Moratorium, Community Environmental Project, and any future programs created by PWSA to assist customers in paying for water service or securing access to safe drinking water.
10. The "lead action level" means the "action level" for lead as defined by 25 Pa. Code § 109.1102(a).
11. "Small-diameter water main replacement program" means PWSA's program for replacing small-diameter water mains and associated lead service lines between 2019 and 2026, as described in the Long-Term Infrastructure Improvement Plan (LTIIP) on page 18 and Tables 2-7 and 2-8 on pages 28-29 (*See* PWSA Hearing Exh. No. 3).
12. "Neighborhood-based lead service line replacement program" means the program, described in part on pages 27-28 of the LTIIP (PWSA Hearing Exh. No. 3), in which PWSA replaces all public-side lead service lines and eligible private-side lead service lines in work order areas.
13. "CLRAC" means the Community Lead Response Advisory Committee established pursuant to pages 9-13 of PWSA's Joint Petition for Settlement, and as approved by Final Order of the Pennsylvania Public Utility Commission entered on February 7, 2019 in PWSA's first jurisdictional base rate case docketed at R-2018-3002645 et al.

PP. Effective Dates of Terms Regarding Lead Service Line Remediation Issues.

1. Unless specifically noted, the terms in this section will take effect on the date the Public Utility Commission issues an order approving the Settlement. Unless specifically noted, each term in this section will remain in effect until December 31, 2026.

QQ. Inventory Regarding Lead Service Lines.

1. PWSA is working with the University of Pittsburgh to develop a machine-learning model that will predict the material composition of public-side and private-side service lines, based on a model used in Flint, Michigan. PWSA will continue to collaborate with the University of Pittsburgh on this project.
 - a. After the model is peer-reviewed and quality assurance / quality control review is completed for its predictions of the locations of public- and private-side lead service lines, PWSA will use the data from the model predictions as part of the lead service line mapping on PWSA's website.
 - b. PWSA will publicize these updates by, at a minimum, issuing a press release once they are final.
 - c. After the machine-learning model generates predictions for the composition of all public- and private-side service lines and no later than March 31, 2020, PWSA will present to the CLRAC, for its information and advisory input, PWSA's plan for completing its inventory of service lines, including the steps PWSA will take to further investigate the composition of service lines based on the model's predictions.
2. PWSA's current goal is to complete the replacement of all lead service lines in its system by the end of 2026. For the purposes of this paragraph, "all lead service lines" means lines serving a residence (as defined in Section III.VV.1.a.i) of which PWSA is aware and are operationally feasible to replace as determined pursuant to Paragraph 3.3 PWSA Exh RAW/C-46 (PWSA Lead Service Line Replacement Policy Approved July 26, 2019), and, in the case of private-side lines, the owner authorizes the replacement or replaces the line in accordance with PWSA policy.
 - a. By December 31, 2020, PWSA will establish (and provide to the CLRAC, for its review and advisory input), an estimate of the number of private-side lead service lines connected to residential structures in PWSA's service area. PWSA will provide an update to this inventory on an annual basis as described below in Section III.QQ.3.
 - b. By March 31, 2021, PWSA will formulate a plan and timeline for removing the known public-side and private-side lead service lines connected to a residential structure that will not be replaced by PWSA's other lead service line replacement efforts, including the small-diameter water main replacement program. The plan will describe how PWSA will locate and replace the remaining known lead service lines in its system, identify a target date for replacing all lead service lines, and establish milestones for measuring progress towards replacement of all lead service lines by the target date.

- c. If PWSA determines that it is not feasible to replace all lead service lines by December 31, 2026, the plan will identify a new target date and include an explanation as to why that new target date represents the earliest feasible date for replacing all lead service lines. The plan will be presented to the CLRAC for its review and advisory input. PWSA may revise the plan, including milestones and the target date for replacing all lead service lines, as needed as new information becomes available. Any such revisions will be presented and explained to the CLRAC for its review and advisory input. In evaluating the feasibility of its plan, PWSA will consider factors such as financial considerations, operational constraints, federal and state regulatory requirements and the results of its inventory.
 - d. The parties acknowledge that PWSA will not be able to replace:
 - i. private-side lead lines that a residential property owner refuses to allow PWSA to replace;
 - ii. lead service lines that are operationally infeasible to replace as determined pursuant to Paragraph 3.3 of PWSA Exh. RAW/C-46 (PWSA Lead Service Line Replacement Policy Approved July 26, 2019); and,
 - iii. lines that PWSA is unable to identify as lead service lines.
3. By September 30, 2019 and each year thereafter until September 30, 2026, PWSA will create (and present to the CLRAC, for review and advisory input) a plan describing the areas where the small-diameter water main replacements will occur in 2021 and each year thereafter.
- a. The plan will include an inventory update detailing the number and location of lead service lines replaced the preceding year, the mileage of small diameter water main replacements (and number of associated lead service line replacements) occurring in Priority Lead Neighborhoods (infra Section III.VV.2.a), the total mileage of small diameter water mains and number of lead service lines anticipated to be removed in the existing and following year, and the number and location of lead service lines remaining.
 - b. For the September 2022 update and each year thereafter until the September 2026 update if PWSA did not replace 10 miles of small diameter water main in Priority Lead Neighborhoods in the preceding year, see Section III.VV.2.a, the inventory update will explain the factors that prevented PWSA from doing so.
 - c. The inventory update will also explain how PWSA plans to address those factors and endeavor to the maximum extent possible to replace at least 10 miles of small diameter water main in Priority Lead Neighborhoods in the existing and following year.

RR. Interior Plumbing Inspections.

1. Whenever PWSA replaces a residential water meter, PWSA will inspect the interior plumbing adjacent to the water meter and inform residents in writing of the materials observed. If the interior plumbing is composed of galvanized steel or iron, PWSA will inform customers of the risks of lead release from such plumbing.
2. Whenever PWSA performs a private-side lead service line replacement without a simultaneous meter replacement, PWSA will make good faith efforts to document the material making up the interior plumbing adjacent to the private-side lead service line and inform residents in writing of the materials observed. If the interior plumbing is composed of galvanized steel or iron, PWSA will inform customers of the risks of lead release from such plumbing.

SS. Meter Replacements And Processes Related To Potential Lead Service Lines.

1. Starting September 1, 2019 and ending three months thereafter, PWSA will provide, at no charge, a tap water lead testing kit, whenever PWSA replaces a water meter at a residence that has a private-side lead or galvanized service line or lead-bearing or galvanized interior plumbing adjacent to the water meter.
2. Starting September 1, 2019, PWSA will conduct a three-month study to determine the potential impact of replacing a water meter at locations with a lead service line or adjacent lead-bearing or galvanized interior plumbing.
3. By January 31, 2020, PWSA will present CLRAC with the results of the samples received pursuant to Section III.SS.1 to demonstrate potential impacts, for CLRAC's information and to solicit feedback.
 - a. If more than ten percent of the results received exceed ten parts per billion of lead, PWSA will provide a water filter NSF-certified to remove lead, six months of filter cartridges, and written information on how to request a free tap water lead testing kit whenever PWSA replaces a water meter at a residence that has a private-side lead or galvanized service line or lead-bearing or galvanized interior plumbing adjacent to the water meter.
 - b. PWSA will start providing the water filters NSF-certified to remove lead and the filter cartridges as soon as PWSA has evaluated the results of the study and determined that more than ten percent of the results received exceed ten parts per billion of lead.
4. PWSA will ensure that a new meter installed at any residence is "lead free," as defined at 42 U.S.C. § 300g-6(d).

TT. Tap Water Testing and Filter Distribution.

1. PWSA will provide, at no charge, a tap water lead testing kit to any resident within its service area who requests one and any resident within its service area who receives a meter replacement pursuant to Section III.SS.1.
 - a. If such testing reveals lead levels above ten parts per billion, PWSA will provide to the resident, at no charge, a water filter NSF-certified to remove lead, six months of filter cartridges, and an additional tap water lead testing kit with instructions to return a follow-up test result three months after the initial test.
 - b. So long as the resident continues to return testing kits, PWSA will continue to provide additional testing kits at three-month intervals and additional filter cartridges at six-month intervals until the resident's lead levels fall below ten parts per billion.
 - c. PWSA will include information on this filter distribution policy in all materials publicizing the availability of tap water lead testing kits.
2. PWSA will offer, at no charge, a water filter NSF-certified to remove lead and six months of filter cartridges to any customer enrolled for PWSA's Customer Assistance Programs and any tenant that would be eligible for PWSA's Customer Assistance Programs if they were a customer, when PWSA's records (including predictions from the machine-learning model described above in Section III.QQ.1) indicate that the customer's or tenant's residence has a public-side or private-side service line made of lead or unknown material. This term will remain in effect until PWSA's Lead and Copper Rule sampling results fall below the lead action level during two consecutive six-month monitoring periods.
3. PWSA will continue to provide, at no charge, a tap water lead testing kit, water filter NSF-certified to remove lead, and six months of filter cartridges to a residence whenever PWSA performs a partial lead service line replacement, full lead service line replacement, or private-side only lead service line replacement.
 - a. PWSA will provide residents who receive partial lead service line replacements with information regarding the risks of lead exposure from partial lead service line replacements.
 - b. If a resident's post-replacement tap water lead test reveals lead levels above ten parts per billion, PWSA will provide to the resident an additional testing kit, at no charge, and instructions to return a follow-up test result three months after the initial test.
 - c. If the three-month follow-up test result shows lead levels above ten parts per billion, PWSA will assist the resident in determining why lead levels remain elevated.

UU. Bottled Water and Flushing Assistance.

1. If a residence's tap water lead test reveals lead concentrations above 50 parts per billion, PWSA will deliver to the residence at least one case of bottled water per day until PWSA completes a meter drop and flush at the residence. Residents who receive a meter drop and flush will remain eligible for additional filter cartridges and other assistance as described above in Sections III.TT.1 and III.TT.3.

VV. Lead Service Line Replacement.

1. General terms

- a. PWSA will offer to replace a private-side lead service line at no direct cost to the property owner:
 - i. At any residence³⁶ where PWSA replaces a public-side service line connected to a private-side lead service line; and
 - ii. At any residence with a private-side only lead service line located within a work order area of a neighborhood-based lead service line replacement program where lead service line replacements are performed after completion of the 2019 Lead Service Line Replacement program which is currently scheduled to be completed by September 2020.
- b. PWSA will not perform a partial lead service line replacement unless:
 - i. PWSA determines that the conditions set forth in Paragraph 3.3 of PWSA Exh. RAW/C-46 (PWSA Lead Service Line Replacement Policy Approved July 26, 2019) (including technical infeasibility, unsafe structural or sanitary conditions, or excessive cost) apply;
 - ii. PWSA is replacing a public-side service line through the small-diameter water main replacement program or is moving a residential service line from an abandoned water main to a different water main, and PWSA is unable to obtain consent to replace the private-side lead service line from the property owner after making at least one attempt to contact the property owner by mail, one attempt by telephone, and one attempt by visiting the residence in person;
 - iii. A property owner who also resides at the property signs a formal agreement stating that they do not consent to a free

³⁶ For purposes of Section III.VV.1.a, a "residence" means a residential property with no more than four (4) dwelling units or a dual use property (commercial & residential) with service lines 1-inch in diameter or less, for which the PWSA has maintenance responsibility for the water service line from the water main to and including the curb stop, as more fully described in PWSA Rules and Regulations.

private-side lead service line replacement and that they understand the risks of a partial replacement; or

- iv. PWSA is replacing a public-side service line as a result of an emergency circumstance (e.g., water main leak, broken curb stop, or damage to other infrastructure requiring a public-side service line replacement), and PWSA is unable to obtain consent to replace the private-side lead service line from the property owner after making at least one attempt to contact the property owner by telephone and one attempt by visiting the residence in person.
 - c. PWSA will make a good faith effort to identify additional funding sources other than rates for lead service line replacements, including but not limited to low or no cost funding opportunities, such as loans and grants. PWSA will request funding from these sources if appropriate and reasonable. This commitment will continue for the duration of the replacement program for lead service lines.
 - d. Prior to conducting a private-side lead service line replacement, PWSA will provide the property owner with information about the property damage that might occur during the replacement and will describe the restoration that PWSA will perform.
2. Small-diameter water main replacement program
- a. Starting January 1, 2021, PWSA will endeavor, to the maximum extent possible and consistent with balancing its other regulatory, infrastructure and consumer obligations and priorities, to replace at least ten miles per year of small-diameter water main in Priority Lead Neighborhoods.
 - i. No later than July 1, 2020, PWSA, in consultation with the CLRAC, will designate the census tracts or other appropriate geographic units in its service area that constitute Priority Lead Neighborhoods.
 - ii. The designation of Priority Lead Neighborhoods will consider children's blood lead levels, the prevalence of children under six years of age and women of child bearing age, income, lead service line density, or any combination of lead-related or public health-related factors recommended by the CLRAC.
3. Neighborhood-based lead service line replacement program
- a. For any future neighborhood-based lead service line replacement program:
 - i. PWSA will prioritize neighborhood-based lead service line replacement program work orders according to factors identified in consultation with the CLRAC, including but not

necessarily limited to, children's blood lead levels, the prevalence of children under six years of age and women of child bearing age, income, and lead service line density.

- ii. PWSA will try to obtain a property owner's consent for a private-side lead service line replacement by making at least one attempt to contact the property owner by mail, one attempt by telephone, and one attempt by visiting the residence in person.

WW. Community Lead Response Advisory Committee (CLRAC).

1. The term of the CLRAC is extended through December 31, 2026, unless active CLRAC members vote unanimously to terminate the CLRAC at an earlier date.
2. Notwithstanding Section III.WW.1, PWSA may terminate the CLRAC after January 1, 2022, if there are just and reasonable circumstances for its termination, including insufficient participation and/or engagement in the CLRAC. Termination of the CLRAC will be effective 120 days after notice is provided by PWSA to CLRAC members.
3. If a CLRAC member is no longer willing or able to continue to participate in the CLRAC, another representative of the departing member's organization may fill the departing member's position on the CLRAC. If no other representative of the departing member's organization is willing or able to fill the departing member's position, PWSA or any member of the CLRAC, including the departing member, can nominate a candidate to fill the departing member's position. At least one active committee member must be a public health expert. Candidates must be approved by two-thirds of current CLRAC members.
4. PWSA will consult with the CLRAC regarding its lead remediation efforts on at least a quarterly basis. PWSA's consultation will include, but not be limited to:
 - a. Prioritization of residences for lead service line replacements based on children's blood lead levels, the prevalence of children under six years of age and women of child bearing age, income, lead service line density, or any combination of factors recommended by the CLRAC, as part of:
 - i. Small-diameter water main replacements performed after January 1, 2021, including designation of Priority Lead Neighborhoods, as described above at Section III.VV.2.a; and
 - ii. The neighborhood-based lead service line replacement program, as described above at Section III.VV.3.

- b. An update every six months on the number of instances in which PWSA has been unable to replace a private-side lead service line because of the conditions set forth in Section III.VV.1.b.
- c. An analysis of the costs incurred by customers seeking reimbursements for private-side lead service line replacements under Paragraph 3.2 of PWSA Exh. RAW/C-46 (PWSA Lead Service Line Replacement Policy Approved July 26, 2019), for CLRAC's information and to solicit feedback;
- d. A quarterly update on PWSA's efforts to secure additional funding for lead service line replacements as described above at Section III.VV.1.c.;
- e. Implementation of PWSA's water filter policies, including methods for reducing residents' burdens to obtain filters under the filter programs described above at Sections III.SS and III.TT;
- f. Improving outreach efforts and exploring other methods for obtaining customer consent for private-side lead service line replacements conducted as part of the small-diameter water main replacement program, neighborhood-based lead service line replacement program, in response to a main or service line leak or break, or through the Community Environmental Project. PWSA will continue to report quarterly to the CLRAC, for its information and to solicit feedback, on the number of property owners who refuse to consent to private-side lead service line replacements, the reasons for their refusal, and PWSA's follow-up efforts to obtain consent;
- g. PWSA's efforts to increase customer participation in its pre- and post-lead service line replacement and post-meter replacement tap water lead testing programs;
- h. Public display of the machine-learning model's predictions of the locations of private- and public-side lead service lines and PWSA's plans for completing its inventory, as described above at Section III.QQ.1;
- i. PWSA's plan for replacing all known remaining lead service lines, as described above at Section III.QQ.2;
- j. PWSA's estimate of the number of private-side lead service lines located in its service area, as described above at Section III.QQ.2; and
- k. The results of the information determined in Sections III.QQ.2 and III.QQ.3 above.

XX. Corrosion Control (Orthophosphate Program).

- 1. PWSA will provide the Commission, the Parties, and the CLRAC with quarterly updates regarding the progress of PWSA's orthophosphate

program, when PWSA started testing for lead levels, and the results of the lead level testing.

2. PWSA's obligation to provide the quarterly updates set forth in this paragraph will cease when it is no longer required to provide quarterly updates on its orthophosphate program to the Pennsylvania Department of Environmental Protection.

YY. Rate Treatment Regarding Lead Service Line Replacement Costs.

1. PWSA will separately identify all projected lead service line replacement costs and details on its cost projections in its rate filings.
2. PWSA will continue to provide information regarding actual replacement costs as part of its quarterly report provided to the parties pursuant to the Rate Case Settlement Par. A.2.c. (Docket Number R-2018-3002645) that includes quarterly and cumulative year-to-date data. This reporting requirement will continue through the term of the lead service line replacement program. Actual replacement costs will be evaluated in future base rate proceedings and shared with the CLRAC.
3. When PWSA adopts the Uniform System of Accounts, it will show projected and actual lead service line replacement costs as a sub account; PWSA will determine whether it would be appropriate to include in a sub account of Account 333.

**PWSA COMPLIANCE PLAN PROGRESS REPORTS AND
PWSA SUPPLEMENTAL TESTIMONY/EXHIBITS IN SUPPORT OF PARTIAL
SETTLEMENT**

ZZ. PWSA Compliance Plan Progress Reports

1. PWSA included with its supplemental testimony of August 2, 2018 a Second Compliance Plan Program Report, marked as PWSA Exh. RAW/C-28(A), with information available through July 31, 2019.
2. On a quarterly basis starting on or before October 31, 2019, PWSA will file an updated PWSA Compliance Plan Progress Report in a format substantially similar to PWSA Exhibit RAW/C-28.
3. Subsequent PWSA Compliance Plan Progress Reports shall be filed on or before January 30, April 30, July 30, and October 31. The Compliance Plan Progress Reports shall be filed through October 31, 2025 unless the date is otherwise extended by the Commission or through mutual agreement with the parties.
4. In addition to the information already presented in PWSA Exhibit RAW/C-28, the Compliance Plan Progress Report will include updates regarding the following items as agreed-to herein beginning with the October 31, 2019 Compliance Plan Program Report (unless otherwise noted):

Description	Cross Reference	Frequency of Information Update
Conversion of accounting to full NARUC USOA	Partial Settlement at Section III.A.2	Quarterly
Status of Risk and Resilience Assessment and Updated Emergency Response Plan	Partial Settlement at Section III.D.5	Quarterly, until completed.
Security Planning and Readiness Plans	Partial Settlement at Section III.E.3.b.	Quarterly, until completed.
Notices Regarding Accident, Death, Service Interruptions/Outage, Physical or Cyber Attack and low pressure incidents required to be reported to DEP	Partial Settlement at Section III.F.1.b (to be included in final Emergency Response Plan)	Quarterly, until completed.
Metering of Unmetered Properties	Partial Settlement at Section III.G.1.b.ii.	Quarterly, when completed all newly metered and/or previously unbilled properties to be identified
Water Conservation Measures	Partial Settlement at Section III.K.3	Quarterly, until completed
Replacement of 4-Inch Diameter Water Mains	Partial Settlement at Section III.L.2	Quarterly
PWSA Leak Detection Program	Partial Settlement at Section III.N.1.e	Annually
Status of Investigation Regarding Ownership of Wastewater Laterals	Partial Settlement at Section III.Z.3.	Quarterly, until January 15, 2021 when final report to be shared with the parties.
Construction Project Tracking and Evaluation	Partial Settlement at Section III.CC	Quarterly, (with starting date to be mutually agreed upon by I&E and PWSA)
Report of Non-Competitively Bid Construction Contracts	Partial Settlement at Section III.DD.1.c	Annually
Design Engineer and Company Affiliation for Capital Projects	Partial Settlement at Section III.DD.2	Quarterly
Funding Sources for Capital Projects	Partial Settlement at Section III.EE.2	Quarterly
Material Report, Valves, Prioritization	Partial Settlement at Section III.GG.1 & 2.	When available
Computerized Maintenance Management System (CMMS) Implementation Progress	Partial Settlement at Section III.GG.3	Quarterly, until completed
Data regarding PWSA's Interim Process Regarding Personal Contact Requirements of 52 Pa. Code §§56.94 and 56.336	Partial Settlement at Section III.MM.2.a.iii	Quarterly, beginning with PWSA Exh. RAW/C-28(A)
Customer Assistance Program Data Collected Pursuant to PWSA Rate Case Settlement (Docket No. R-2018-3002645)	Partial Settlement at Section III.NN.1.b	Quarterly, beginning with PWSA Exh. RAW/C-28(A)
Update on Orthophosphate Program	Partial Settlement at Section III.XX.1	Quarterly, until no longer required to provide updates to Pennsylvania Department of Environmental Protection

AAA. Compliance Deadlines

1. As set forth herein, PWSA will report its progress in meeting the timelines agreed-to herein as part of the PWSA Compliance Plan Progress Reports.
2. If circumstances arise that forestall PWSA from meeting an agreed-to deadline for a specific task, PWSA agrees to provide that notice in the PWSA Compliance Plan Progress Reports. This notice will include:
 - a. Details as to why the agree-to compliance deadline target is no longer possible;
 - b. The new timeline for compliance; and,
 - c. Explanation of the steps to be taken to accommodate the new deadline.

BBB. PWSA Supplemental Testimony

1. PWSA's Supplemental Direct Testimony served on August 2, 2018 and admitted into the record on August 21, 2019 included the following information in support of this Partial Settlement:

Issue	Information Provided	Location of Information	Partial Settlement Cross Reference
Unscheduled/Emergency Service Disruptions and Low Pressure Incidents Required to be Reported to DEP	SOP for Reporting Low Pressure Readings, Breaks, and Boil Water Advisories	PWSA Exh. RAW/C-41 PWSA Exh. RAW/C-42	Partial Settlement at Section III.F.2
Identifying Unmetered/Unbilled Properties	Buchart Horn Proposal for 2019 Unmetered & Flat Rate Property Evaluation Project dated April 17, 2019 which details the current process for identifying these properties.	PWSA Exh. RAW/C-37	Partial Settlement at Section III.G.1
Status of Metering Plan	May 29, 2019 Metering Presentation	PWSA Exh. RAW/C-38	Partial Settlement at Section III.J.5
PWSA Water Distribution System Master Plan	Water Distribution System Master Plan Scope of Work and Draft Table of Contents	PWSA St. C-1SD (Weimar) pp 10-11 PWSA Exh. RAW/C-36	Partial Settlement at Section III.L.1
Leak Detection Program	Additional detail about program, to-date results, details regarding prioritization for larger transmission pipes	PWSA St. C-1SD (Weimar) pp 15-16 PWSA Exh. RAW/C-39	Partial Settlement at Section III.N.1.b
Source of Supply Measurement	System Flow Meter Operation Status	PWSA Exh. RAW/C-40	Partial Settlement at Section III.O.5

City Cooperation Agreement	Status update regarding negotiations of new Cooperation Agreement and any extensions of pre-existing agreement	PWSA St. C-2SD (Lestitian) pp 3-6	Partial Settlement at Section III.P
Pennsylvania American Water Company Contract	Status update regarding discount provided to PAWC customers	PWSA St. C-2SD (Lestitian) pp 6-7	Partial Settlement at Section III.T
Residential Fire Protection and Standby Charges	Status update to remove and credit or refund residential customers assessed and pro forma tariff supplement.	PWSA St. C-4SD (Quigley) pp 2-3 PWSA Exh. JAQ/C-17	Partial Settlement at Section III.X
Engineer and Company Affiliation for Projects	PWSA Project Operators for Open and Active Projects	PWSA Exh. RAW/C-34	Partial Settlement at Section III.DD.2
Updated Open and Active Project Information		Updated PWSA Exhibit RAW/C-10	Partial Settlement at Section II.EE.1
Designation of High Priority Projects	PWSA Board Resolution 91 adopted May 16, 2019	PWSA Exh. RAW/C-35	Partial Settlement at Section III.FF.2
Clearwell Improvements Projects	Consent Order and Agreement with Department of Environmental Protection (if available)	PWSA Hearing Exh. No. 6 (Final Consent Order Still Pending)	Partial Settlement at Section III.FF.4
Construction Coordination with Other Utilities and Municipalities	Details of Smallman Street project	PWSA St. C-1SD (Weimar) p 22	Partial Settlement at Section III.KK
PWSA Compliance Plan Progress Reports	Updated PWSA Exhibit RAW/C-28 with information through July 30, 2019	PWSA Exh. RAW/C-28(A)	Partial Settlement at Section III.ZZ

2. PWSA's Supplemental Direct Testimony served on August 2, 2018 and admitted into the record on August 21, 2019 included the following document as requested by Commission Staff:

Reference	Description	Location of Information	Partial Settlement Cross Reference
Directed Question Number 1.11	Exhibit RAW/C-33: PWSA Letter to DEP Nov 20 2017 in Response to Oct 25 2017 DEP Administrative Order	PWSA Exh. RAW/C-33	Partial Settlement III.AA.2

CCC. Amended LTIIP

1. PWSA's Supplemental Direct Testimony served on August 2, 2018 and admitted into the record on August 21, 2019 included the following additional information to be included in the LTIIP:

Issue	Information to be Provided	Location of Information	Cross Reference
Workforce Development	Incorporate information regarding workforce challenges and efforts to build workforce to meet needs	PWSA Exh. RAW/C-43	Partial Settlement at Section III.JJ
Construction Coordination with Other Utilities and Municipalities	Incorporate information about utilization of resources to meet increased need for coordination and plan with City regarding hiring of additional engineering staff	PWSA St. C-1SD (Weimar) p 22 PWSA Exh. RAW/C-43	Partial Settlement at Section IIKK

2. PWSA Hearing Exh. No. 3 admitted into the record on August 21, 2019 is PWSA's 5-Year Long-Term Infrastructure Improvement Plan dated August 21, 2019 which incorporates the revised LTIIP pages from PWSA Exh. RAW/C-43.

DOCUMENTS TO BE FILED UPON FINAL COMMISSION ORDER

DDD. Updated Compliance Plan For Stage 1 Issues

1. For the topics address in this Stage 1 process, the Updated Compliance Plan to be filed within 30 days of the Commission's Final Order will supersede both the Compliance Plan initially filed on September 28, 2018 and the Compliance Plan Supplement filed on February 1, 2019.

EEE. Supplemental Tariff Pages

2. PWSA shall incorporate any tariff changes as needed to be in compliance with the Commission's Final Order in this proceeding.

IV. THE REMAINING ISSUES RESERVED FOR LITIGATION

51. As set forth on Exhibit 1, the issues addressed in Section III (above) propose to resolve 139 issues (nearly 75% of all identified issues). The Joint Petitioners propose to defer another 25 issues to future proceedings (including those issues that the Commission has already moved to Stage 2) and an additional four issues are no longer open due to either the passage of time and/or the resolution of other related matters. The 18 issues that have been reserved for litigation are encompassed within the below identified topic areas that the Joint Petitioner will be addressing in their briefs:

- a. The Cooperation Agreement between PWSA and City of Pittsburgh effective January 1, 1995

- b. Municipal properties and public fire hydrants within the city of Pittsburgh
 - 1) Responsibility for payment of costs related to metering municipal properties within the City of Pittsburgh
 - 2) Billing plan for unmetered and/or unbilled municipal properties within the City Of Pittsburgh
 - 3) Billing plan for public fire hydrants within the City Of Pittsburgh
- c. Applicability Of The Municipality Authorities Act, 53 Pa.C.S. §5601, et. seq., And The Commission's Line Extension Regulations At 52 Pa Code §§65.1, 65.21-65.23
- d. PWSA's residency requirement
- e. Selected lead service line remediation issue
 - 1) Replacement of private-side lead services lines not scheduled for replacement through PWSA's current lead service line replacement programs
 - i. Income-based reimbursement for private-side lead service line replacements initiated by property owner
 - ii. Continuation of neighborhood-based replacement program
 - 2) Replacement of Non-Residential Lead Service Lines

V. THE PARTIAL SETTLEMENT IS IN THE PUBLIC INTEREST

52. This Partial Settlement was achieved by the Joint Petitioners after an extensive investigation of PWSA's filings to include the Stage 1 issues identified in the Compliance Plan, Supplement to the Compliance Plan and the LTIP. The Joint Petitioners engaged in extensive informal and formal discovery and numerous settlement discussions. They also carefully reviewed and considered the direct, rebuttal, surrebuttal, supplemental direct, supplemental rebuttal, and rejoinder testimony (to include all the supporting exhibits) filed by many of the Joint Petitioners.

53. On September 30, 2019, the Joint Petitioners will file their Statements in Support setting forth the bases upon which each of them believes that the Partial Settlement and the Compliance Terms are in the public interest and should be approved.

54. The Joint Petitioners submit that the Partial Settlement is in the public interest for the following additional reasons:

- (a) **The Partial Settlement Provides A Reasonable Resolution.** The Partial Settlement represents a balanced compromise of all of the active parties in this proceeding and is a reasonable resolution of the Stage 1 issues set forth in PWSA's proposed Compliance Plan, Supplement to the Compliance Plan and Long Term Infrastructure Investment Plan.
- (b) **Substantial Litigation And Associated Costs Will Be Avoided.** The Partial Settlement amicably and expeditiously resolves a substantial number of issues permitting PWSA to move forward in its transition to Commission jurisdiction while creating a path forward for the Commission to resolve the remaining issues upon which the parties were unable to reach agreement. Given the complexity of this proceeding in light of PWSA's transition to Commission jurisdiction, the parties submit that the approach as agreed to herein to address each of the issues as raised in this proceeding is just and reasonable, and in the public interest.
- (c) **The Partial Settlement Is Consistent With Commission Policies Promoting Negotiated Settlements.** The Joint Petitioners arrived at the Partial Settlement, after conducting extensive discovery and numerous in-depth discussions. The Partial Settlement constitutes reasonably negotiated compromises on the issues addressed. Thus, the Partial Settlement is consistent with the Commission's rules and practices encouraging settlements, 52 Pa.Code §§ 5.231, 69.391, 69.401-69.406, and is supported by a substantial record.

VI. ADDITIONAL TERMS AND CONDITIONS

55. The Commission's approval of the Partial Settlement shall not be construed as approval of any Joint Petitioner's position on any issue, except to the extent required to effectuate the terms and agreements of the Partial Settlement. This Partial Settlement may not be cited as precedent in any future proceeding, except to the extent required to implement the Partial Settlement.

56. It is understood and agreed among the Joint Petitioners that the Partial Settlement is the result of compromise and does not necessarily represent the position(s) that would be advanced by any party in this or any other proceeding, if it were fully litigated.

57. This Partial Settlement is being presented only in the context of this proceeding in an effort to resolve the proceeding in a manner that is fair and reasonable. The Partial Settlement represents a carefully balanced compromise of the interests of all the Joint

Petitioners in this proceeding. This Partial 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 this Partial Settlement.

58. This Partial Settlement is conditioned upon the Commission's approval of the terms and conditions contained herein without modification. If the Commission should disapprove the Partial Settlement or modify any terms and conditions herein, this Partial Settlement may be withdrawn upon written notice to the Commission and all parties within five (5) business days following entry of the Commission's Order by any of the Joint Petitioners and, in such event, shall be of no force and effect. In the event that the Commission disapproves the Partial Settlement or PWSA or any other Joint Petitioner elects to withdraw from the Partial Settlement as provided above, each of the Joint Petitioners reserves their respective rights to fully litigate this case, including, but not limited to, presentation of witnesses, cross-examination and legal argument through submission of Briefs, Exceptions and Replies to Exceptions.

59. All Joint Petitioners shall support the Partial Settlement, and will make reasonable and good faith efforts to obtain approval of the Partial Settlement by the ALJs and the Commission without modification. The Joint Petitioners agree that such good faith efforts do not necessarily include opposing or responding to comments or oppositions to the Partial Settlement. The Joint Petitioners acknowledge and agree that this Partial Settlement, if approved, shall have the same force and effect as if the Joint Petitioners had fully litigated the issues resolved by the Partial Settlement and will result in the establishment of terms and conditions that – until changed on a going-forward basis as provided in the Public Utility Code – are in accordance with the law and in the public interest.

60. If the ALJs, in their Recommended Decision, recommend that the Commission adopt the Partial Settlement as herein proposed without modification, the Joint Petitioners agree to waive the filing of Exceptions with respect to any issues addressed by the Partial Settlement. However, the Joint Petitioners do not waive their rights to file Exceptions with respect to: (a) any modifications to the terms and conditions of this Partial Settlement; (b) any additional matters proposed by the ALJs in their Recommended Decision; or, (c) the ALJs' resolution of any issues which have otherwise been reserved for litigation. The Joint Petitioners also reserve the right to file Replies to any Exceptions that may be filed.

61. This Partial Settlement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

62. A copy of the Partial Settlement is being served upon Michelle Chapkis of the Blue Ribbon Panel consistent with the service list established in the Prehearing Order dated December 27, 2018.³⁷ Other individuals who filed comments in this proceeding have not been served with prior documents, have not submitted a request to the presiding ALJs to be included in the Service List, and have not in any other way expressed a desire for a greater degree of participation. The Commission determined in its Secretarial Letter issued on September 26, 2018 that these comments filed prior to the assignment of this matter to the OALJ "will not be included in the evidentiary record developed by the OALJ."³⁸ Therefore, a copy of this Partial Settlement is not being served on these individuals.³⁹

³⁷ The monitoring stakeholder is the Blue Ribbon Panel. While Michelle Chapkis of the Blue Ribbon Panel filed comments, attended the Prehearing Conference, and is listed on the service list, neither Ms. Chapkis nor anyone else entered a notice of appearance for the Blue Ribbon Panel pursuant to 52 Pa. Code §§ 1.21-1.23. The Blue Ribbon Panel did not file testimony, and did not otherwise actively participate in this proceeding.

³⁸ September Secretarial Letter at 3.

³⁹ The commenters are 1) Martin Rafanan, 2) Carlyn Van Dyke, 3) Dan Scheid, 4) Alicia Salvadeo, 5) Mark Dixon, 6) Laura Horowitz, 7) Maureen Copeland, and 8) Krystie Knight. The commenters did not attend the prehearing conference, did not file testimony, and did not otherwise participate in this proceeding.

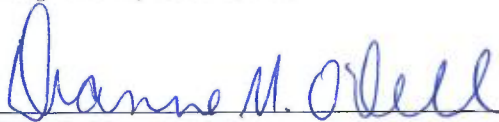
WHEREFORE, the Joint Petitioners, by their respective counsel, respectfully request as follows:

1. That the ALJs approve the Partial Settlement as set forth herein, including all terms and conditions, without modification;
2. That the Commission enter an Order approving the Partial Settlement, including the Compliance Terms, without modification, and permit PWSA to file the tariff supplement attached hereto as Exhibit 2 (Water) to become effective pursuant to the terms set forth therein.
3. That the Commission enter an Order finding that, excluding the issues reserved for litigation in this proceeding and/or to be addressed in Stage 2 of this Compliance Plan Proceeding: (1) PWSA's Compliance Plan, as supplemented by the Compliance Plan Supplement and as modified by the Partial Settlement (including the Compliance Terms); and, (2) PWSA's 5-Year Long-Term Infrastructure Improvement Plan dated August 21, 2019 (entered into the record as PWSA Hearing Exh. 3), are in accordance with the law and are in the public interest – until changed on a going-forward basis.
4. Excluding the issues reserved for litigation in this proceeding and/or to be addressed during Stage 2 of this Compliance Plan proceeding, that the Commission enter an Order approving PWSA's Compliance Plan, as supplemented by the Compliance Plan Supplement and as modified by the Partial Settlement (including the Compliance Terms).
5. That the Commission enter an Order approving PWSA's LTIIIP, entered into the record as PWSA Hearing Exh. 3 (which contains the modifications and revisions as set forth in this Partial Settlement), excluding the issues reserved for litigation in this proceeding and/or to be addressed during Stage 2 of this Compliance Plan proceeding.

Respectfully submitted,

this Partial Settlement), excluding the issues reserved for litigation in this proceeding and/or to be addressed during Stage 2 of this Compliance Plan proceeding.

Respectfully submitted,



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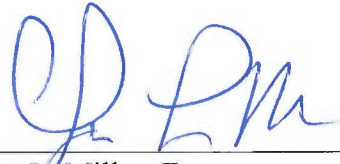
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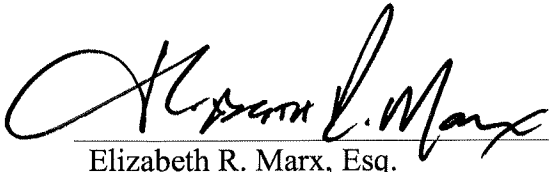
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Exhibit 1

A	B	C	D	E	F
Joint Pet for Partial Settlement Cross Ref	Description	Status	Selected Testimony Reference(s)	PUC Directed Q. No as noted in PWSA Exh.	Notes
1					
2	III.AA & III.BB Documents Supporting the Compliance Plan	Settled	PWSA St. C-1 (Weimar), pp 8-12 PWSA St. C-1SD, pp 5-8 Stip Docs 1-5	1, 1.1, 1.8, 1.9 & 1. 11	Per Section III.AA of Settlement Petition: * additional documents entered via stipulaion * one additional document provided in supplemental testimony * stormwater related documents to be provided as part of Stage 2 unless PUC directs it sooner. Remaining documents provided as exhibits to PWSA St. C-1.
3	Document: Stormwater - Plan for Inventory of stormwater assets and conditions	Settled	I&E St 1-SR (Spadaccio)	1.2	
4	Document: Stormwater - MOU stormwater	Settled	I&E St 1-SR (Spadaccio)	1.3	
5	Document: Stormwater - PWSA responses to EPA regarding (MS4) stormwater permit	Settled	I&E St 1-SR (Spadaccio)	1.4	
6	Document: Performance Audit Report by City Comptroller	Settled	I&E St 1-SR (Spadaccio) Stip Doc-1	1.5	
7	Document: City-sponsored assessment by IMG	Settled	I&E St 1-SR (Spadaccio) Stip Doc-2	1.6	
8	Document: EPA Audit	Settled	I&E St 1-SR (Spadaccio) Stip Doc-4 and Stip Doc-5	1.7	
9	Document: DEP Audit	Settled	I&E St 1-SR (Spadaccio) Stip Doc-4 and Stip Doc-5	1.7	
10	Document: DEP Administrative Order - Schedule of Capital Improvement Projects	Settled	I&E St 1-SR (Spadaccio) PWSA Exh. RAW/C-33	1. 10	
11	Document: DEP - Performance Evaluation - Aspinwall Water Filtration Plant	Settled	I&E St 1-SR (Spadaccio) Stip Doc-5	1.12	
12	Document: Stormwater - Wet Weather Feasibility Study	Settled	I&E St 1-SR (Spadaccio)	1.13	
13	Document: Stormwater - Long Term Wet Weather Control Plan	Settled	I&E St 1-SR (Spadaccio)	1.13	
14	Document: Stormwater - Green First Plan	Settled	I&E St 1-SR (Spadaccio)	1.14	
15	Projected Expenditures - Projections Beyond 2021	Settled	PWSA St. C-1 (Weimar)	2	

A	B	C	D	E	F
Joint Pet for Partial Settlement Cross Ref	Description	Status	Selected Testimony Reference(s)	PUC Directed Q. No as noted in PWSA Exh.	Notes
1					
16	III.EE & III.L.1 Capital Projects - List (like that of LTIP)	Settled	PWSA St. C-1 (Weimar) PWSA St. C-1SD, pp 8-9 PWSA Exh. RAW/C-29 & RAW/C-34	8	
17	III.EE & III.L.1 Capital Projects - Aspinwall Water Filtration Plant - DEP Evaluation	Settled	PWSA St. C-1 (Weimar) PWSA St. C-1SD, pp 8-9 PWSA Exh. RAW/C-29 & RAW/C-34	15	
18	III.EE & III.L.1 Capital Projects - Aspinwall Treatment Plant - Chemical System and Clarification - Timeline	Settled	PWSA St. C-1 (Weimar) PWSA St. C-1SD, pp 8-9 PWSA Exh. RAW/C-29 & RAW/C-34	6.1	PWSA St. C-1SD includes PWSA Exh. RAW/C-34 which updates RAW/C-29
19	III.EE & III.L.1 Capital Projects - Aspinwall Treatment Plant - Electrical System	Settled	PWSA St. C-1 (Weimar) PWSA St. C-1SD, pp 8-9 PWSA Exh. RAW/C-29 & RAW/C-34	6.2	
20	III.EE & III.L.1 Capital Projects - Large Diameter Water Main Improvements - Rising Mains 3 & 4 to Highland Reservoirs	Settled	PWSA St. C-1SD, pp 8-9 PWSA Exh. RAW/C-29 & RAW/C-34	6.3	
21	III.EE & III.L.1 Capital Projects - Highland Reservoir Pump Station and Rising Main	Settled	PWSA St. C-1 (Weimar) PWSA St. C-1SD, pp 8-9 PWSA Exh. RAW/C-29 & RAW/C-34	6.4	
22	III.EE & III.L.1 Capital Projects - Aspinwall Treatment Plant - High Service Pumping	Settled	PWSA St. C-1 (Weimar) PWSA St. C-1SD, pp 8-9 PWSA Exh. RAW/C-29 & RAW/C-34	6.5	
23	III.FF.2 Capital Projects - Aspinwall Clearwell - Improvement Project - Emergency Timeline * Expedited Basis	Settled	PWSA St. C-1R (Weimar), pp 9-11 PWSA St. C-1SD, pp 9-10 PWSA Exh. RAW/C-30 & RAW/C-35	6.6	
24	III.FF.2 Capital Projects - Aspinwall Clearwell - Improvements	Settled	PWSA St. C-1R (Weimar), pp 9-11 PWSA St. C-1SD, pp 9-10 PWSA Exh. RAW/C-30 & RAW/C-35	6.7	

A	B	C	D	E	F
Joint Pet for Partial Settlement Cross Ref	Description	Status	Selected Testimony Reference(s)	PUC Directed Q. No as noted in PWSA Exh.	Notes
1					
25	III.EE & III.L.1 Capital Projects - Aspinwall Pump Station - Timeline	Settled	PWSA St. C-1 (Weimar) PWSA St. C-1SD, pp 8-9 PWSA Exh. RAW/C-29 & RAW/C-34	6.8	
26	III.EE & III.L.1 Capital Projects - Lanphear Reservoir	Settled	PWSA St. C-1 (Weimar) PWSA St. C-1SD, pp 8-9 PWSA Exh. RAW/C-29 & RAW/C-34	6.9	
27	III.EE & III.L.1 Capital Projects - Washout Disconnection Project	Settled	PWSA St. C-1 (Weimar) PWSA St. C-1SD, pp 8-9 PWSA Exh. RAW/C-29 & RAW/C-34	6.10	
28	III.EE & III.L.1 Capital Projects - Highland Membrane Filtration Plant - MFP Assessment - Timeline	Settled	PWSA St. C-1 (Weimar) PWSA St. C-1SD, pp 8-9 PWSA Exh. RAW/C-29 & RAW/C-34	6.11	PWSA St. C-1SD includes PWSA Exh. RAW/C-34 which updates RAW/C-29
29	III.EE & III.L.1 Capital Projects - Highland Membrane Filtration Plant - Module Replacement - Timeline	Settled	PWSA St. C-1 (Weimar) PWSA St. C-1SD, pp 8-9 PWSA Exh. RAW/C-29 & RAW/C-34	6.11	
30	III.EE & III.L.1 Capital Projects - Highland Membrane Filtration Plant - Critical Process - Timeline	Settled	PWSA St. C-1 (Weimar) PWSA St. C-1SD, pp 8-9 PWSA Exh. RAW/C-29 & RAW/C-34	6.11	
31	III.EE & III.L.1 Capital Projects - Bruecken Pump Station - Timeline	Settled	PWSA St. C-1 (Weimar) PWSA St. C-1SD, pp 8-9 PWSA Exh. RAW/C-29 & RAW/C-34	6.12	
32	III.DD Capital Projects - Competitive Bidding - Statutory Requirement	Settled	I&E St. 4-SR (Gray)	9 to 14	PWSA to provide information annually as to each construction contract in prior year not awarded through competitive bid
33	III.CC Capital Projects - Competitive Bidding - Track and Monitoring * Next Base Rate Case	Settled	I&E St. 4-SR (Gray) PWSA St. C-1-SD (Weimar), pp 8-9	9 to 14	
34	III.L.1 65.17 - Standards of Design - Manual	Settled	I&E St. 3-SR (Cline) PWSA St. C-1SD (Weimar), pp 10-11 PWSA Exh. RAW/C-36		Prioritization to be based on System Master Plan process; additional details about System Master Plan included in PWSA Exh. RAW/C-36
35	III.L.2 65.17 - Standards of Design - 4 Inch Diameter Mains - Replacement - Timeline	Settled	I&E St. 3-SR (Cline)	39 to 40	
36	III.L.2 65.17 - Standards of Design - 4 Inch Diameter Mains - Replacement - Location	Settled	PWSA St. 1 (Weimar)	39 to 40	
37	III.L.2 65.17 - Standards of Design - 4 Inch Diameter Mains - Replacement - Completion Date	Settled	I&E St. 3-SR (Cline)	39 to 40	

A	B	C	D	E	F
Joint Pet for Partial Settlement Cross Ref	Description	Status	Selected Testimony Reference(s)	PUC Directed Q. No as noted in PWSA Exh.	Notes
1					
38	65.7 - Metered Service - Meter Installation Plan - Timeline - City Locations	Settled	I&E St. 3 (Cline) PWSA St C-1SD (Weimar), pp 11-12 PWSA Exh. RAW/C-37	17 to 20 104	PWSA Exh. RAW/C-37 included with PWSA St. C-1SD sets forth the unmetered and flat rate properties evaluation project; costs for non-City properties to be per PUC payment & cost sharing for municipal properties subject to new City Cooperation Agreement but also part of the litigated issues in this proceeding
39	65.7 - Metered Service - Meter Installation Plan - Payment of Installation Costs - City Locations	Litigation	I&E St. 3-SR (Cline)	17 to 20 104	
40	65.7 - Metered Service - Meter Installation Plan - Timeline - Residential/Flat Rate	Settled	I&E St. 3-SR (Cline) PWSA St C-1SD (Weimar), pp 11-12 PWSA Exh. RAW/C-37	17 to 20 104	
41	65.7 - Metered Service - Meter Installation Plan - Payment of Installation Costs - Residential/Flat Rate	Settled	I&E St. 3-SR (Cline)	17 to 20 104	
42	65.7 - Metered Service - Meter Installation Plan - Timeline - Municipal pools, fountains, etc.	Settled	I&E St. 3-SR (Cline) PWSA St C-1SD (Weimar), pp 11-12 PWSA Exh. RAW/C-37	17 to 20 104	
43	65.7 - Metered Service - Payment of Installation Costs - Municipal pools, fountains, etc.	Litigation		17 to 20 104	
44	Unmetered/Unbilled Usage - Rates - Water - City Locations	Litigation	I&E St. 3-SR (Cline) OCA St. 2 (Rubin)	82 to 89	
45	Unmetered/Unbilled Usage - Rates - Water - Residential - Flat Rate	Settled	I&E St. 3-SR (Cline) OCA St. 2 (Rubin)	82 to 89	
46	Unmetered/Unbilled Usage - Rates - Water - Municipal pools, fountains, etc.	Litigation	I&E St. 3-SR (Cline) OCA St. 2 (Rubin)	82 to 89	
47	Unmetered/Unbilled Usage - Rates - Wastewater - City Locations	Litigation	I&E St. 3-SR (Cline) OCA St. 2 (Rubin)	82 to 89	
48	Unmetered/Unbilled Usage - Rates - Wastewater - Residential - Flat Rate	Settled	I&E St. 3-SR (Cline) OCA St. 2 (Rubin)	82 to 89	
49	Unmetered/Unbilled Usage - Rates - Wastewater - Municipal pools, fountains, etc.	Litigation	I&E St. 3-SR (Cline) OCA St. 2 (Rubin)	82 to 89	

A		B	C	D	E	F
	Joint Pet for Partial Settlement Cross Ref	Description	Status	Selected Testimony Reference(s)	PUC Directed Q. No as noted in PWSA Exh.	Notes
1						
50	III.J.5.c	65.8 - Meter Testing and Replacement - 1 Inch and Smaller - Timeline & Parameters	Settled	OCA St. 5-S (Fought) PWSA St. C-1SD (Weimar), pp 13-14 PWSA Exh. RAW/C-38	21 to 27	
51	III.J.5.b	65.8 - Meter Testing and Replacement - Between 1.5" and 2" - Timeline & Parameters	Settled	OCA St. 5-S (Fought) PWSA St. C-1SD (Weimar), pp 13-14 PWSA Exh. RAW/C-38	21 to 27	PWSA Exh. RAW/C-38 included with PWSA St. C-1SD details status of PWSA's metering plan
52	III.J.5.a	65.8 - Meter Testing and Replacement - 3" and larger - Timeline & Parameters	Settled	OCA St. 5 (Fought) PWSA St. C-1SD (Weimar), pp 13-14 PWSA Exh. RAW/C-38	21 to 27	
53	III.J.3	65.8 - Meter Testing and Replacement - Meter Testing Triage Plan	Settled	I&E St. 3-R (Cline) PWSA St. C-1SD (Weimar), pp 13-14 PWSA Exh. RAW/C-38	21 to 27	
54	III.K	65.11 - Mandatory Conservation - Water Restrictions - Develop Standard Operating Procedures - By Dec 31, 2019	Settled	I&E St. 4 (Gray)	28 to 30	PWSA taking steps to comply, develop SOP w/ preliminary to be shared 2/28/20 & final 12/31/20; Will be included in PWSA Emergency Response Plan; See PWSA St. C-1SD, pp. 17-18 for status of Emergency Response
55	III.K	65.11 - Mandatory Conservation - Water Restrictions - Incorporate Into Emergency Response Plan	Settled	I&E St. 4 (Gray)	28 to 30	
56	III.K	65.20 - Water Conservation - Customer Education - Start Date	Settled	I&E St. 3-SR (Cline)	41 to 43	
57	III.K	65.20 - Water Conservation - Customer Education - Timeline	Settled	I&E St. 3-SR (Cline)	41 to 43	
58	III.N	65.20 - Water Conservation - Leak Detection - Leak Survey	Settled	I&E St. 3-SR (Cline)	41 to 43	
59	III.M	Annual Report (with Costs and Timelines) - File by PWSA	Settled	PWSA St. C-1SD (Weimar) pp 15-16 PWSA Exh. RAW/C-39	106	PWSA to submit first AWWA Audit to PUC prior to 4/30/20; PWSA Leak Detection Program update provided in PWSA St. C-1SD & Exh. RAW/C-39.
60	III.M	NRW - Non Revenue Water - Definition	Settled	PWSA St. C-1 (Weimar) pp 36-39	102 to 103	
61	III.M	NRW - Non Revenue Water - Plans (General)	Settled	PWSA St. C-1 (Weimar) pp 36-39	102 to 103	
62	III.M	NRW - Non Revenue Water - Plans - Leak Survey Program	Settled	PWSA St. C-1 (Weimar) pp 39-42	106	
63	III.N	NRW - Non Revenue Water - Plans - Leak Survey Program - Costs	Settled	PWSA St. C-1 (Weimar) pp 39-42	106	
64	III.O	65.14 - Water Intake Measurement - East Intake	Settled	I&E St. 3-SR (Cline)	34 to 36	PWSA Exh. RAW/C-40 provides System Flow Meter Operation Status; PWSA Water Distribution System Master Plan will include capital projects related to meter operability and measurement.
65	III.O	65.14 - Water Intake Measurement - West Intake	Settled	PWSA St. C-1SD (Weimar), pp 16-17 PWSA Exh. RAW/C-40	104	
66	III.O	65.14 - Water Distribution Stations - Aspinwall	Settled	I&E St. 3-SR (Cline)	34 to 36	
67	III.O	65.14 - Water Distribution Stations - Bruecken	Settled	I&E St. 3-SR (Cline)	34 to 36	
68	III.M.1	65.14 - Water Distribution Stations - Resale - Fox Chapel	Settled	I&E St. 3-SR (Cline)	34 to 36	
		65.14 - Water Audit - Estimate - Water Intake	Settled	OCA St. 5-S (Fought)	105	

A	B	C	D	E	F
Joint Pet for Partial Settlement Cross Ref	Description	Status	Selected Testimony Reference(s)	PUC Directed Q. No as noted in PWSA Exh.	Notes
1					
69	III.M.1 Water Audit - File by PWSA * Start in April 2020	Settled	OCA St. 5-S (Fought)	105	PWSA to submit first
70	III.M.1 Water Audit - Estimate - Water Treated / Delivered to Distribution System	Settled	OCA St. 5-S (Fought)	105	AWWA Audit to PUC prior to 4/30/20; Annual Report
71	III.M.1 Water Audit - Estimate - Water Loss - Apparent Losses	Settled	OCA St. 5-S (Fought)	105	Section 500 - Water Treated / Delivered to Distribution System
72	III.M.1 Water Audit - Estimate - Water Loss - Real Losses	Settled	OCA St. 5-S (Fought)	105	
73	III.M.1 Water Audit - Estimate - Unbilled Authorized Consumption	Settled	OCA St. 5-S (Fought)	105	
74	III.XX Lead: Orthophosphate - Quarterly Updates by PWSA - to I&E	Settled	I&E St. 4-SR (Gray)	7.1	
75	III.XX Lead: Orthophosphate - Quarterly Updates by PWSA - to TUS	Settled	I&E St. 4-SR (Gray)	97 to 101	
76	III.VV Lead: Lead Service Line Replacement - Residential	Settled	I&E St. 4-SR (Gray)		
77	III.QQ Lead: Lead Service Line Replacement - Inventory by Dec 31, 2022 * DEP NonCity/Residential - Consent Order	Settled	I&E St. 4-SR (Gray)	7.2	
78	Lead: Lead Service Line Replacement - Non-Residential - Same Treatment as Residential	Settled	OCA St. 2 and OCA St. 2R-Supp (Rubin)	97 to 101	
79	III.WW.4.f Lead: Enrollment In Community Environmental Project	Litigation	OSBA St. 1-S (Kalcic)	97 to 101	
80	III.QQ.2 Lead: Scope: Commitment to Replacement of All Service Lines	Settled	OSBA St. 1-S (Kalcic)		
81	Lead: Replacement of Private-Side Lead Service Lines Not Scheduled for Replacement	Settled	UNITED St. C-3 (Lanphear) UNITED ST. C-1 (Miller)		
82	Lead: Income-Based Reimbursement for Private-Side Lead Service Line Replacements Initiated by Property Owner	Litigation	UNITED ST. C-1 (Miller); UNITED ST. C-2 (Welter)		
83	III.VV.1.b Lead: Not Conducting Non-Emergency or Non-Relay Partial Lead Service Line Replacements Unless PWSA Receives Written Consent from Resident Property Owner	Settled	UNITED ST. C-3 (Lanphear) UNITED ST. C-1 (Miller)		
84	III.V.1.a Lead: Scope/Application of Exception in ¶ 3.3 of the Rev. 2.0 to LSLR Policy (See PWSA Exh. RAW/C-46)	Settled	Rev. 2.0 to LSLR Policy ¶ 10 (See PWSA Exh. RAW/C-46)		
85	III.VV.1.d Lead: New Program - Property Damage	Settled	Rev. 2.0 to LSLR Policy ¶ 6 (See PWSA Exh. RAW/C-46)		
86	Lead: Continuing the Neighborhood-Based Replacement Program	Litigation	Rev. 2.0 to LSLR Policy ¶ 3.3 (See PWSA Exh. RAW/C-46)		
87	III.WW.4.f Lead: PWSA Leak Response	Settled	UNITED ST. C-1 (Miller)		
			UNITED St. C-3 (Lanphear) UNITED ST. C-1 (Miller)		
			UNITED St. C-2 (Welter)		

A	B	C	D	E	F
Joint Pet for Partial Settlement Cross Ref	Description	Status	Selected Testimony Reference(s)	PUC Directed Q. No as noted in PWSA Exh.	Notes
1					
88	III.RR Lead: Meter Replacement	Settled	UNITED St. C-3 (Lanphear)		
89	III.WW.4.g Lead: Post-replacement measures	Settled	UNITED St. C-3 (Lanphear)		
90	III.QQ Lead: Inventory of Service Line Materials	Settled	UNITED St. C-2 (Welter)		
91	III.VV.2 & 3 Lead: Selection and prioritization of homes for lead service line replacement	Settled	UNITED St. C-3 (Lanphear)		
92	III.WW.1-3 Lead: Extend Term of CLRAC	Settled	UNITED St. C-3 (Lanphear)		
93	III.TT Lead: Distributing Sample Kits to Customers Who Request Them	Settled	UNITED St. C-2 (Welter)		
94	III.SS.2 Lead: Water Filter Distribution	Settled	UNITED St. C-3 (Lanphear)		
95	III.II & III.G LTIP - Metering Plan - Expedite	Settled	UNITED St. C-3 (Lanphear) UNITED St. C-1 (Miller)		
96	III.JJ LTIP - Workforce Challenges - Propose Solutions	Settled	I&E St. 4-SR (Gray) PWSA St. C-1SD (Weimar) 19-22 PWSA Exh. RAW/C-42 PWSA Hearing Exh. 3		PWSA Hearing Exh. 3 updates the LTIP filed on 9/28/19 consistent with these settlement terms.
97	III.JJ LTIP - Workforce Challenges - Basis for Projection	Settled	I&E St. 4-SR (Gray) PWSA St. C-1SD (Weimar) 19-22 PWSA Exh. RAW/C-42 PWSA Hearing Exh. 3		
98	III.JJ LTIP - Workforce Challenges - Headcount - Use of Contractors	Settled	I&E St. 4-SR (Gray) PWSA St. C-1SD (Weimar) 19-22 PWSA Exh. RAW/C-42 PWSA Hearing Exh. 3		
99	III.KK LTIP - outreach and coordination activities - Details	Settled	I&E St. 4-SR (Gray) PWSA St. C-1SD (Weimar) 19-22 PWSA Exh. RAW/C-42 PWSA Hearing Exh. 3		
100	III.GG.1 & 2 LTIP - Update (After GIS) - Materials and Valves	Settled	I&E St. 4-SR (Gray)		
101	III.GG.3 LTIP - Update (After Implementation) - computerized maintenance management system (CMMS) project	Settled	OCA St. 1 (Everette)		

**"Checklist" Status of Issues Pittsburgh Water and Sewer Authority
Compliance Plan Stage 1 and LTIP Proceeding**

Exhibit 1: Joint Petition for Partial Settlement
Docket Nos. M-2018-264082, M-2018-264083,
P-2018-3005037, and P-2018-3005039

A	B	C	D	E	F
Joint Pet for Partial Settlement Cross Ref	Description	Status	Selected Testimony Reference(s)	PUC Directed Q. No as noted in PWSA Exh.	Notes
1					
102	III.LL	Defer to Future Proceeding	OCA St. 1-S (Everette)		PWSA agrees to seek any necessary waivers before seeking approval of a DSIC
103	III.LL	Defer to Future Proceeding	PWSA St. C-3R (Presutti)		
104	III.F	Settled	PWSA St. 1 (Weimar) PWSA St. C-1SD pp 19 PWSA Exhs. RAW/C-41 and 42	51	PWSA revised internal policies; SOP and Internal Work Flow Process for reporting low pressure readings, breaks and build water advisories provided at PWSA Exh. RAW/C-41 & C-42
105	III.F	Settled	I&E St. 4-SR (Gray)	61	
106	III.F	Settled	I&E St. 4-SR (Gray)	61	
107	III.F	Settled	I&E St. 4-SR (Gray)	61	
108	III.Z	Settled	OCA St. 5-S (Fought)		PWSA to study this; provide progress report; final report by 1/15/21
109	III.F	Settled	PWSA St. C-2R (Lestitian) I&E St. 4-SR (Gray)	16	PWSA revised internal policies; will include SOP to include in Emergency Response Plan (status of Emergency Response Plan provided in PWSA St. C-1SD, pp. 17-18)
110	III.E	Settled	I&E St. 4-SR (Gray) PWSA St. C-2SD (Lestitian) pp 2-3	70	PWSA consult w/ TUS; file forms & status report per deadlines stated in Stipulation
111	III.E	Settled	I&E St. 4-SR (Gray) PWSA St. C-2SD (Lestitian) pp 2-3	70	
112	III.E	Settled	I&E St. 4-SR (Gray) PWSA St. C-2SD (Lestitian) pp 2-3	70	
113	III.P	Settled	OCA St. 1-S (Everette) PWSA St. C-2SD (Lestitian) pp 3-6	71 to 77	

A	B	C	D	E	F
Joint Pet for Partial Settlement Cross Ref	Description	Status	Selected Testimony Reference(s)	PUC Directed Q. No as noted in PWSA Exh.	Notes
1					
114	City - New Cooperation Agreement - File with PUC for Review and Approval	Settled	I&E St. 2-SR (Patel)	71 to 77	Per Settlement, parties agree that PWSA will file New City Cooperation Agreement; PUC process addressing new agreement will be part of a future proceeding;
115	City - Cooperation Agreement - If there is no New Cooperation Agreement, the use Transactional Basis	Litigation	I&E St. 2-SR (Patel)	71 to 77	
116	City - Cooperation Agreement - Negotiate - Arms-Length Basis	Litigation	I&E St. 2-SR (Patel) PWSA St. C-2SD (Lestitian) pp 3-6	71 to 77	
117	City - Cooperation Agreement - Negotiate - List of Services Between City and PWSA	Litigation	I&E St. 2-SR (Patel)	71 to 77	
118	City - Cooperation Agreement - Negotiate - Eliminate PAWC Subsidy	Settled	I&E St. 2-SR (Patel) PWSA St. C-2SD (Lestitian) pp 6-7	71 to 77	PWSA St. C-2SD provides data regarding PAWC billing arrangement
119	City - Cooperation Agreement - Negotiate - Charge City for Water Service	Litigation	I&E St. 2-SR (Patel) PWSA St. C-1SD (Weimar) pp 14-15	71 to 77	Per Settlement, since existing City Cooperation Agreement still in effect, these issues reserved for litigation
120	Unmetered/Unbilled Usage - Rates - Water - Public Fire Hydrants * next base rate case	Litigation	I&E St. 2-SR (Patel) PWSA St. C-1SD (Weimar) pp 14-15	90	
121	City - Cooperation Agreement - Negotiate - Charge City for Wastewater Service	Litigation	I&E St. 2-SR (Patel) PWSA St. C-1SD (Weimar) pp 14-15	71 to 77	
122	City - Cooperation Agreement - Negotiate - Charge City for Stormwater Service	Defer to Stage 2	I&E St. 2-SR (Patel)	71 to 77	
123	City - Cooperation Agreement - Negotiate - Governance Reforms (Auditor General)	Defer to Future Proceeding	I&E St. 2-SR (Patel)	71 to 77	
124	City - Cooperation Agreement - 2018 - \$7,150,000 Payment	No longer an issue	I&E St. 2 (Patel)	71 to 77	
125	City - Capital Lease Amendment to Agreement - File By PWSA	Settled	I&E St. 2-SR (Patel)	78 to 79	PWSA to file
126	Residency Requirement - Elimination	Litigation	I&E St. 2-SR (Patel)	80 to 81	
127	Billing Arrangement - ALCOSAN -Recovery of Uncollectibles as Line Item on Bill	Settled	I&E St. 2-SR (Patel) OCA St. 1-S (Everette)	91 to 95	PWSA not to pursue in this case, reserve right to make proposal in rate case

A	B	C	D	E	F
Joint Pet for Partial Settlement Cross Ref	Description	Status	Selected Testimony Reference(s)	PUC Directed Q. No as noted in PWSA Exh.	Notes
1					
128	Billing Arrangement - ALCOSAN - Negotiate - Agreement (with ALCOSAN, City and PWSA) by Dec 31, 2019	Settled	I&E St. 2-SR (Patel)	91 to 95	
129	Billing Arrangement - ALCOSAN - Negotiate - MOU (with ALCOSAN, City and PWSA) by Dec 31, 2019	Settled	I&E St. 2-SR (Patel)	91 to 95	
130	Billing Arrangement - ALCOSAN - Negotiate - for PWSA to ALCOSAN market-based rates (wastewater and stormwater)	Settled	I&E St. 2-SR (Patel)	91 to 95	
131	Billing Arrangement - ALCOSAN - Negotiate - ALCOSAN establish market-based rates for customers (wastewater and stormwater)	Settled	I&E St. 2-SR (Patel)	91 to 95	
132	Billing Arrangement - ALCOSAN - Implementation by PWSA - of ALCOSAN market-based rates for customers (wastewater and stormwater)	Settled	I&E St. 2-SR (Patel)	91 to 95	
133	Billing Arrangement - PAWC - Eliminate Payment from PWSA to PAWC - * By Dec 31, 2019 or Next Base Rate Case (whichever first)	Settled	I&E St. 2-SR (Patel) OCA St. 1-S (Everette) PWSA St. C-2SD (Lestitian) pp 6-7	96	To be eliminated; PAWC to provide customer notice; PWSA St. C-2SD provides data regarding PAWC billing arrangement
134	Billing Arrangement - PAWC - Objection to "Subsidy"	Settled	I&E St. 2-SR (Patel) PWSA St. C-2SD (Lestitian) pp 6-7	96	
135	Billing Arrangement - PAWC - Notice to Customers	Settled	I&E St. 2-SR (Patel) PWSA St. C-2SD (Lestitian) pp 6-7	96	
136	Bulk Water (Sales for Resale) - File by PWSA *Pre-existing Agreements	Settled	I&E St. 3-SR (Cline) OCA St. 2 (Rubin)	107 to 113	To be filed by PWSA
137	Bulk Water (Sales for Resale) - File by PWSA *New Agreements	Settled	I&E St. 3-SR (Cline) OCA St. 2 (Rubin)	107 to 113	
138	Bulk Water (Sales for Resale) - Hampton Shaler Water Authority - Emergency Sales - File by PWSA	No longer an issue	I&E St. 3-SR (Cline)	107 to 113	PUC action taken U-2019-3007634
139	Wastewater Conveyance Agreements - File by PWSA *Pre-existing Agreements	Settled	I&E St. 2-SR (Patel) OCA St. 2 (Rubin)	114 to 118	To be filed by PWSA
140	Wastewater Conveyance Agreements - File by PWSA * New Agreements	Settled	I&E St. 2-SR (Patel) OCA St. 2 (Rubin)	114 to 118	
141	Wastewater Conveyance Agreements - Negotiate - Rates And Cost Sharing	Settled	I&E St. 2-SR (Patel) OCA St. 2 (Rubin)	114 to 118	
142	Wastewater Conveyance Agreements - Proposed Transfer of Multi-Municipal Lines to ALCOSAN	No longer an issue	PWSA St. 2 (Lestitian)	120	Process on-going outside of PUC case

	A	B	C	D	E	F
	Joint Pet for Partial Settlement Cross Ref	Description	Status	Selected Testimony Reference(s)	PUC Directed Q. No as noted in PWSA Exh.	Notes
1						
143	III.EE.2	Projected Expenditures - Capital Projects - Funding Schedule - Request for More Details	Settled	I&E St. 3-SR (Cline) PWSA St. C-3R (Presutti) pp 1-3	4	
144	III.EE.2	Projected Expenditures - Financing - PENNVEST (Grants and Loans) * PWSA to continue to explore as option	Settled	OCA St. 1-S (Everette) PWSA St. C-3R (Presutti) pp 1-3	3	
145	III.EE.2	Projected Expenditures - Financing - WIFIA funding * PWSA to continue to explore as option	Settled	OCA St. 1-S (Everette) PWSA St. C-3R (Presutti) pp 1-3	3	
146	III.EE.2	Projected Expenditures - Financing - Cost Sharing * PWSA to continue to explore as option	Settled	OCA St. 1-S (Everette) PWSA St. C-3R (Presutti) pp 1-3	3	
147	III.EE.2	Projected Expenditures - Financing - PAYGO * PWSA to continue to explore as option	Settled	OCA St. 1-S (Everette) PWSA St. C-3R (Presutti) pp 1-3	3	
148	III.LL	Projected Expenditures - Financing - DSIC * PWSA to continue to explore as option	Settled	OCA St. 1-S (Everette) PWSA St. C-3R (Presutti) pp 1-3	3	
149	III.LL	DSIC * Once PWSA meets eligibility criteria	Settled	I&E St 1-SR (Spadaccio) PWSA St. C-3R (Presutti) pp 1-3	5	
150	III.A	65.16 - System of Accounts - Information on Conversion - Update Compliance Plan	Settled	I&E St. 2-SR (Patel) PWSA St. C-3SD (Presutti) pp 1-2	37 to 38	2 phase implementation; provide progress updates in PWSA Compliance Plan Progress Report; status update provided in PWSA St. C-3SD
151	III.A	65.16 - System of Accounts - Information on Conversion - Updates by PWSA on conversion	Settled	I&E St. 2-SR (Patel) PWSA St. C-3SD (Presutti) pp 1-2	37 to 38	
152	III.A	65.16 - System of Accounts - Conversion * By Dec 31, 2020	Settled	I&E St. 2-SR (Patel) PWSA St. C-3SD (Presutti) pp 1-2	37 to 38	
153	III.B	73.3 to 73.4 - Annual Depreciation Report * Start Partial Reports in 2020	Settled	I&E St. 3-SR (Cline); OCA St. 1-S (Everette) PWSA St. C-3SD (Presutti) p 2	62 to 66	Full compliance by 2024 (for 2023); partial reports 2020; status update provided in PWSA St. C-3SD
154	✓	73.5 - Service Life Study Report	Settled	PWSA St. C-3 (Presutti) pp 8-9	67	Fixed Asset Study to be commissioned in 2019; ETA for no later than 2021
155	III.C	73.7 to 73.8 - Capital Investment Plan Report - Filing by PWSA * Start Reports in 2020	Settled	I&E St. 3-SR (Cline) I&E St 1-SR (Spadaccio) OCA St. 1-S (Everette) PWSA St. C-3R (Presutti) pp 5-7	68 to 69	Will be filed in 2020 and every five years thereafter

Exhibit 1: Joint Petition for Partial Settlement
Docket Nos. M-2018-264082, M-2018-2640803,
P-2018-3005037, and P-2018-3005039

"Checklist" Status of Issues Pittsburgh Water and Sewer Authority
Compliance Plan Stage 1 and LTIP Proceeding

	A	B	C	D	E	F
1	Joint Pet for Partial Settlement Cross Ref	Description	Status	Selected Testimony Reference(s)	PUC Directed Q. No as noted in PWSA Exh.	Notes
156	III.MM.1.b	66 Pa.C.S. 1521 - DSPLA - Tenant Assumption of Liability	Defer to Stage 2	United St. C-1 (Miller)		Moved to Stage 2 Per PUC 5/15/19 Secretarial Letter
157	III.MM.1.b	66 Pa.C.S. 1526 - DSPLA - 30-Day Tenant Notice of Termination - Form	Defer to Stage 2	United St. C-1 (Miller)		Moved to Stage 2 Per PUC 5/15/19 Secretarial Letter
158	III.MM.1.b	66 Pa.C.S. 1526 - DSPLA - 30-Day Tenant Notice of Termination - Post & Mail Form	Defer to Stage 2	United St. C-1 (Miller)		Moved to Stage 2 Per PUC 5/15/19 Secretarial Letter
159	III.MM.1.b	66 Pa.C.S. 1527 - DSPLA - In-Person Requirement for Tenant Payment	Defer to Stage 2	United St. C-1 (Miller)		Moved to Stage 2 Per PUC 5/15/19 Secretarial Letter
160	III.MM.1.a	65.12 - Termination - Residential - Notice of Desire To Have Service Discontinued Voluntarily	Defer to Stage 2	PWSA St. C-4 (Quigley)	31 to 33	Moved to Stage 2 Per PUC 5/15/19 Secretarial Letter
161	III.MM.1.a	56.91 - Termination - Residential - 10-Day Notice Revisions	Defer to Stage 2	UNITED St. C-1 (Miller)	31 to 33	Moved to Stage 2 Per PUC 5/15/19 Secretarial Letter
162	III.MM.1.a	56.91 - Termination - Shared Line Service - Notice to Known Shared Line Service Accounts	Defer to Stage 2	UNITED St. C-1 (Miller)	31 to 33	Moved to Stage 2 Per PUC 5/15/19 Secretarial Letter
163	III.MM.1.a	56.93 - Termination - Residential - 3-Day Notice Revisions	Defer to Stage 2	UNITED St. C-1 (Miller)	31 to 33	Moved to Stage 2 Per PUC 5/15/19 Secretarial Letter
164	III.MM.2.a	56.94 - Termination - Residential - Notice Immediately Preceding Termination	Defer to Stage 2	PWSA St. 4 (Quigley)	31 to 33	Moved to Stage 2 Per PUC 5/15/19 Secretarial Letter
165	III.MM.2.a	56.94 - Termination - Residential - Notice Immediately Preceding Termination * Personal Contact - Safety of PWSA Employees	Defer to Stage 2	OCA St. 3-S (Alexander) / UNITED St. C-1 (Miller)	31 to 33	Moved to Stage 2 Per PUC 5/15/19 Secretarial Letter
166	III.MM.2.a	56.94 - Termination - Residential - Notice Immediately Preceding Termination * Personal Contact - PWSA Research Best Practices of Others	Defer to Stage 2	OCA St. 3-S (Alexander) / UNITED St. C-1 (Miller)	31 to 33	Moved to Stage 2 Per PUC 5/15/19 Secretarial Letter
167	III.MM.2.a	56.94 - Termination - Residential - Notice Immediately Preceding Termination * Personal Contact - Develop Internal Procedures	Defer to Stage 2	OCA St. 3-S (Alexander) / UNITED St. C-1 (Miller)	31 to 33	Moved to Stage 2 Per PUC 5/15/19 Secretarial Letter

	A	B	C	D	E	F
	Joint Pet for Partial Settlement Cross Ref	Description	Status	Selected Testimony Reference(s)	PUC Directed Q. No as noted in PWSA Exh.	Notes
1						
168	III.MM.2.a	56.94 - Termination - Residential - Notice Immediately Preceding Termination * Personal Contact - Training of Employees	Defer to Stage 2	OCA St. 3-S (Alexander) / UNITED St. C-1 (Miller)	31 to 33	Moved to Stage 2 Per PUC 5/15/19 Secretarial Letter
169	III.MM.2.a	56.94 - Termination - Residential - Notice Immediately Preceding Termination * Personal Contact - Interim Telephone Process Day Before Termination Implemented May 20, 2019	Defer to Stage 2	PWSA St. 4-R (Quigley)		Moved to Stage 2 Per PUC 5/15/19 Secretarial Letter
170	III.MM.2.a	56.94 - Termination - Residential - Notice Immediately Preceding Termination * Personal Contact Monitor & record data	Defer to Stage 2	PWSA St. 4-R (Quigley)		Moved to Stage 2 Per PUC 5/15/19 Secretarial Letter
171	III.MM.2.a	56.94 - Termination - Residential - Notice Immediately Preceding Termination * Personal Contact 3-month & 6-month check-in & reserve right to send to PUC for decision (w/ any waiver request to be included)	Defer to Stage 2	PWSA St. 4-R (Quigley)		Moved to Stage 2 Per PUC 5/15/19 Secretarial Letter
172	III.W	65.21 to 65.22 - Line Extensions - Controlling Standard	Litigation	PWSA St. 4-R (Quigley)	44 to 47	
173	✓	65.23 - Special Utility Service	No longer an issue	I&E St. 3-SR (Cline)	48 to 50	
174	III.V	69.87 - Limitations of Liability	Settled	PWSA St. 4 (Quigley)	52 to 54	
175	III.X	69.169 - Standby Charge - Eliminate for Residential Customers	Settled	I&E St. 3-SR (Cline) OCA St. 2 (Rubin)		Residential Private Fire Protection Charge eliminated; PWSA issued refunds & revising tariff
176	III.NN.2	69.261 - 69.267: Customer Assistance Program (CAP) - Revisions Program Design - schedule bi-monthly LIAAC meetings until next base rate proceeding	Settled	PWSA St. C-4SD (Quigley) pp 2-3 PWSA Exh. JAQ/C17	55 to 56	
177	III.NN.1.b	69.261 - 69.267: Customer Assistance Program (CAP) - Gather Data	Settled	PWSA St. C-4 (Quigley)	57 to 60	
178	III.NN.3	69.261 - 69.267: Customer Assistance Program (CAP) - BCS Review Before Proposal Next Base Rate Case	Settled	I&E St. 2-SR (Patel)	57 to 60	
179	III.NN.3.b	69.261 - 69.267: Customer Assistance Program (CAP) - Proposal Next Base Rate Case	Settled	I&E St. 2-SR (Patel)	57 to 60	
180	III.NN.3.b	69.261 - 69.267: Customer Assistance Program (CAP) - Fundamental Policy Questions	Settled	OCA St. 4-S (Colton)	57 to 60	
181	✓	69.261 - 69.267: Customer Assistance Program (CAP) - Cost Recovery Limited to Residential Customers	Defer to Future Proceeding	OCA St. 4-S (Colton) OSBA St. 1 (Kalcic)	57 to 60	Reserved for next base rate case as agreed to in prior settlement.
182	III.NN.1.a	69.261 - 69.267: Customer Assistance Program (CAP) - Affordability Analysis - Discuss at 6/3/19 LIAAC Meeting	Settled	UNITED St. C-1 (Miller) - OCA St. 4 (Colton)	57 to 60	

	A	B	C	D	E	F
	Joint Pet for Partial Settlement Cross Ref	Description	Status	Selected Testimony Reference(s)	PUC Directed Q. No as noted in PWSA Exh.	Notes
1						
183	III.MM.2.b	Uncollectibles - Revenue Loss - PWSA Further Study re: Best Practices of Others - elicit assistance & provide update Stage 2 collaboratives	Defer to Stage 2	I&E St. 2-SR (Patel)		Moved to Stage 2 Per PUC 5/15/19 Secretarial Letter
184	III.MM.2.b	Uncollectibles - Revenue Loss - PWSA exercise all available avenues to reduce	Defer to Stage 2	I&E St. 2-SR (Patel)		Moved to Stage 2 Per PUC 5/15/19 Secretarial Letter
185	III.MM.2.b	Uncollectibles - Revenue Loss - Annual Report	Defer to Stage 2	I&E St. 2-SR (Patel)		Moved to Stage 2 Per PUC 5/15/19 Secretarial Letter
186	III.MM.2.b	Uncollectibles - Revenue Loss - PWSA Study Re Priority to Highest Balances	Defer to Stage 2	I&E St. 2-SR (Patel)		Moved to Stage 2 Per PUC 5/15/19 Secretarial Letter
187	III.R	System - O'Hara Township - File by PWSA * Pre-existing agreement	Settled	I&E St. 2-SR (Patel)	119	PWSA will file

Exhibit 2

Exh. 2 to Joint Pet for Partial Settlement
The Pittsburgh Water
and Sewer Authority

Tariff Water - Pa. P.U.C. No. 1
First Revised Page No. 10
Cancelling Original Page No. 10

Section B - Fire Protection Rates

1. Private Fire Protection: A customer charge for non-residential private fire protection service will be assessed as follows:

<u>Meter Size</u>	<u>Line Size</u> (if unmetered)	<u>Customer Charge</u> <u>Per Month</u>
1" or Less	2"	\$31.60
1 ½"-3"	3"	\$83.30
4"	4"	\$177.57
6" or Greater	6" or Greater	\$507.98

* In addition to any customer charge as applicable above, all customers shall be charged for consumption pursuant to the following terms.

In the event of a confirmed fire, no charge shall be made for the use of water to fight the fire using private fire hydrants or fire abatement equipment. Customers whose fire equipment has been activated to fight a fire should notify the Authority to assure that the associated water use will not be billed.

For consumption of water related to testing, training on, and maintenance of private fire hydrants and fire abatement equipment, consumption charges shall be billed in accordance with the following rates for water consumption. Water used from private fire protection for these purposes should be based on meter readings where possible. If a meter cannot be used, the Authority will estimate the usage.

Consumption Charge

Rate per 1,000 Gals.

Private Fire Protection	\$13.49
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Issued: February 28, 2019

Effective:

March 1, 2019