



COMMONWEALTH OF PENNSYLVANIA

September 30, 2019

E-FILED

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

Re: Implementation of Chapter 32 of the Public Utility Code Regarding Pittsburgh Water And Sewer Authority – Stage 1 and Petition of The Pittsburgh Water and Sewer Authority for Approval of Its Long-Term Infrastructure Improvement Plan / Docket Nos. M-2018-2640802, M-2018-2640803 and P-2018-3005037, P-2018-3005039

Dear Secretary Chiavetta:

Enclosed please find the Statement in Support of the Joint Petition for Partial Settlement, on behalf of the Office of Small Business Advocate (“OSBA”), in the above-captioned proceedings.

Copies will be served on all known parties in these proceedings, as indicated on the attached Certificate of Service.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "EK Fure".

Erin K. Fure
Assistant Small Business Advocate
Attorney ID No. 312245

Enclosures

cc: Brian Kalcic
Parties of Record

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Implementation of Chapter 32 of the	:	Docket No. M-2018-2640802
Public Utility Code Regarding	:	Docket No. M-2018-2640803
Pittsburgh Water and Sewer Authority	:	
– Stage 1	:	
	:	Docket No. P-2018-3005037
Petition of The Pittsburgh Water and	:	Docket No. P-2018-3005039
Sewer Authority for Approval of Its	:	
Long-Term Infrastructure		
Improvement Plan		

**STATEMENT OF
THE OFFICE OF SMALL BUSINESS ADVOCATE
IN SUPPORT OF THE
JOINT PETITION FOR PARTIAL SETTLEMENT**

I. INTRODUCTION AND PROCEDURAL BACKGROUND

The Office of Small Business Advocate (“OSBA”) is an agency of the Commonwealth of Pennsylvania authorized by the Small Business Advocate Act (Act 181 of 1988, 73 P.S. §§ 399.41 – 399.50) to represent the interests of small business consumers as a party in proceedings before the Pennsylvania Public Utility Commission (“Commission”).

On September 28, 2018, PWSA filed its Petition for Approval of its Compliance Plan at Docket Nos. M-2018-2640802 (water) and M-2018-2640803 (wastewater) (collectively, “Compliance Plan dockets”).

On October 18, 2018, Answers to PWSA’s Petition for Approval of its Compliance Plan were filed by the OSBA and the Office of Consumer Advocate (“OCA”). The Commission’s Bureau of Investigation and Enforcement (“I&E”) filed Notices of Appearance on October 22, 2018. Pennsylvania-American Water Company (“PAWC”) filed a Petition to Intervene on

October 30, 2018. On November 1, 2018, Pittsburgh UNITED (“UNITED”) filed a Petition to Intervene.

On November 27, 2018, the Commission issued a Secretarial Letter assigning the Compliance Plan dockets to the Office of Administrative Law Judge (“OALJ”) and establishing two stages of review for PWSA’s Compliance Plan. The November 27, 2018 Secretarial Letter designated Stage 1 to focus on health and safety issues and Stage 2 to focus on Chapter 56 billing and collection issues and the development of a stormwater tariff. Also, on November 27, 2018, the Commission’s Technical Staff Initial Report and Directed Questions for Stage 1 (“Directed Questions”) was issued. Corrected versions of the November 27, 2018 Secretarial Letter and Directed Questions were issued on November 28, 2018.

A telephonic Pre-Hearing Conference was held on December 20, 2018, at which time a litigation schedule was determined. The litigation schedule was memorialized in the December 27, 2018 Order.

On February 1, 2019, PWSA filed its Compliance Plan Supplement. On February 21, 2019, an Order was issued consolidating the Implementation of Chapter 32 of the Public Utility Code Regarding PWSA-Stage 1 proceeding and the Petition of PWSA for Approval of its LTIIP at Docket Nos. P-2018-3005037 and P-2018-3005039.

On April 5, 2019, the OSBA submitted the direct testimony of Brian Kalcic. PWSA filed a Status Report on April 30, 2019 addressing the anticipated completion date for negotiations between the City of Pittsburgh and PWSA.

On May 6, 2019, the OSBA submitted the rebuttal testimony of Brian Kalcic. PWSA filed an Expedited Motion for Extension of Commission-Created Deadlines on May 13, 2019.

PWSA's uncontested Motion was granted by Secretarial Letter dated May 15, 2019. On May 17, 2019, the OSBA submitted the surrebuttal testimony of Brian Kalcic.

A second telephonic Pre-Hearing Conference was held on June 7, 2019. PWSA filed a Status Report on June 14, 2019 updating the Commission on the status of settlement discussions. The June 14, 2019 Status Report represented that the parties had, at that point, participated in three full-day settlement workshops, and had four additional full-day settlement workshops scheduled. On June 18, 2019, an Order was issued setting forth an amended litigation schedule.

The OSBA submitted the supplemental direct testimony of Brian Kalcic on August 2, 2019. On August 14, 2019, the OSBA submitted the supplemental rebuttal testimony of Brian Kalcic.

An evidentiary hearing was held before Deputy Chief Administrative Law Judge ("ALJ") Mark A. Hoyer and ALJ Conrad A. Johnson on August 21, 2019, at which time the parties represented that they had reached a partial settlement of the Stage 1 issues. At the August 21, 2019 hearing, the OSBA moved the testimony of its witness, Brian Kalcic, into the record.

The OSBA actively participated in the extensive negotiations that led to the proposed partial settlement and is a signatory to the Joint Petition for Partial Settlement ("Partial Settlement"). The OSBA submits this statement in support of the Partial Settlement.

II. OVERALL REASONS IN SUPPORT OF PARTIAL SETTLEMENT

The Partial Settlement sets forth a comprehensive list of issues which were resolved through the negotiation process. The negotiation process in this case was particularly lengthy and involved, with the parties meeting regularly over the course of several weeks to discuss and work through the issues present in this case. This statement outlines the OSBA's specific reasons for joining the Partial Settlement. The following sections detail provisions that were of particular significance to the OSBA in concluding that the Partial Settlement is in the best interests of PWSA's small business customers. Partial settlement of this proceeding avoids the litigation of complex, competing proposals, and saves the possibly significant costs of protracted administrative proceedings. Such costs are not only borne by the Authority, but ultimately by PWSA's customers as well. Avoiding extensive litigation of this matter will serve judicial efficiency and will allow the OSBA to more efficiently employ its resources in other areas.

III. REASONS FOR SUPPORT OF SPECIFIC ISSUES

A. Financial, Accounting Practices, And Commission Required Reports

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

PWSA commits to converting its accounting system to full NARUC Uniform System of Accounts (“USOA”) compliance in two phases and will report its progress on a quarterly basis.¹ Phase I included the manual mapping of PWSA of its Chart of Accounts to the NARUC USOA so that the completion of the 2020 operating budget will include the NARUC USOA to conform and comply with reporting requirements.² Phase II will consist of PWSA fully converting to the NARUC COA during the implementation of a new Enterprise Resource Planning (“ERP”) System, which PWSA will make good faith efforts to install by December 2021.³

Although the OSBA has not taken a position on this issue throughout the proceedings, the OSBA has determined that the provisions concerning the System of Accounts are unobjectionable. The OSBA believes the provisions for quarterly reporting on PWSA’s progress are a benefit to the parties as they provide benchmarks by which the parties can measure PWSA’s advancement of its commitments.

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

PWSA’s commitment to file partial annual depreciation reports starting in 2020, with the goal to fully comply with the Commission annual depreciation reporting requirements by 2024 is acceptable to the OSBA.⁴ Such commitment demonstrates PWSA’s willingness to achieve full compliance as soon as possible, while recognizing that certain measures (obtaining the services

¹ Partial Settlement, at 17-18.

² Partial Settlement, at 17.

³ Id.

⁴ Partial Settlement, at 18.

of a professional consultant experienced with compliance reporting, etc.)⁵ must be taken before full compliance is possible.

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

The OSBA supports PWSA's commitment to file Capital Investment Plan Reports pursuant to mandates of the Pennsylvania Public Utility Code ("Code").⁶ This commitment subjects PWSA to periodic oversight and keeps the statutory advocates apprised of PWSA's plans for major project alterations of its facilities.

4. 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)

The OSBA supports PWSA's commitment to conduct a Risk and Resilience Assessment in conformance with the mandates of the America Water Infrastructure Act ("AWIA") by March 31, 2020 and to develop an Emergency Response Plan by September 30, 2020.⁷ These requirements imposed by the AWIA are critical in assessing the reliability of PWSA's system and planning for emergency events so that the impact on the public is minimized.

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

The OSBA supports PWSA's commitment to consult with the Reliability and Emergency Preparedness Section of the Commission's Bureau of Technical Utility Services ("TUS"), Department of Homeland Security, and Federal Bureau of Investigation to develop its security and emergency response plans.⁸ Such consultation with experienced offices will likely lead to optimal security planning and preparedness for PWSA. The OSBA also believes that PWSA has committed to reasonable completion dates for each of its security, emergency response, and

⁵ Id.

⁶ Id.

⁷ Partial Settlement, at 18-19.

⁸ Partial Settlement, at 19.

business continuity plans.⁹ Having firm deadlines for the establishment of these plans reassures the OSBA that PWSA is committed to safety and security.

6. 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)

PWSA's revisions to its Internal Investigation Policy and Procedures place the Authority into greater conformity with 52 Pa. Code § 65.2.¹⁰ Inclusion of these expanded reporting requirements in its Emergency Response Plan will provide more accurate data and greater transparency. The commitments PWSA makes in developing and communicating a Standard Operating Procedure for communicating Emergency Service Disruptions illustrate to the OSBA that PWSA is currently implementing (and will continue to take) reasonable steps to alert the Commission and the public in a timely manner of unscheduled service disruptions.

B. Metered Service And Meter Testing

1. Plan to Identify Unmetered/Unbilled and Flat Rate Properties (52 Pa. Code §65.7)

PWSA's adoption of the Buchart Horn proposal to assist in identifying and evaluating unmetered properties is a reasonable means to begin the process of cataloging unmetered properties on PWSA's system.¹¹ The OSBA strongly agrees with the additional measures PWSA will take, including searching various GIS and data sources, to locate additional unmetered properties.¹² The OSBA strongly supports PWSA's efforts to ensure that properties receiving water and wastewater service are metered and billed for this service. Ensuring that the

⁹ Id.

¹⁰ Partial Settlement, at 20.

¹¹ Partial Settlement, at 21.

¹² Id.

appropriate revenues are collected from these properties is to the benefit of all PWSA customers. The deadline of June 29, 2020 to have all unmetered and/or unbilled locations identified is reasonable in light of the work necessary to inventory these properties.¹³

2. Installation Costs of Metering Unmetered Or Converting Flat Rate Properties That Are Not Municipal Properties Located Within the City of Pittsburgh

In light of the steps required of PWSA to install meters at all unmetered properties where such meters can be physically installed, the proposal of completing metering of unmetered municipal and flat rate properties by December 31, 2024 is acceptable to the OSBA.¹⁴ It is clear that PWSA understands the work that must be done to address this issue, and is willing to proceed in a timely manner. The OSBA is in agreement with PWSA paying for the meter and meter installation for non-municipal properties as mandated by 52 Pa. Code §65.7.¹⁵

3. Implementing Rates for Unmetered and/or Unbilled Properties That Are Not Municipal Properties Located Within The City of Pittsburgh

The terms of the Partial Settlement provide assurance that unmetered, flat rate billed customers will pay a flat rate and customer charge until meters are installed, at which time they will be billed in full pursuant to the applicable tariffed rate.¹⁶ The OSBA strongly supports PWSA's efforts to ensure that properties receiving water and wastewater service are metered and billed for this service. Ensuring that the appropriate revenues are collected from these properties benefits all PWSA customers.

¹³ Id.

¹⁴ Partial Settlement, at 21-22.

¹⁵ Partial Settlement, at 22.

¹⁶ Id.

4. PWSA's Meter Replacement and Testing Plans

The OSBA supports PWSA's commitment to replace non-working meters and implement new testing processes for meters.¹⁷ All customers benefit when meters are working properly. Additionally, PWSA's ability to accommodate customer-generated meter testing requests¹⁸ likely will assist in resolving customer issues and disputes more efficiently.

C. Allocation Of Public Fire Hydrants Costs (Does Not Include The Billing Plan For Public Hydrants Within The City Of Pittsburgh)

The OSBA agrees with the provisions in the Partial Settlement that require PWSA to provide a class cost of service study reflecting all public fire hydrant costs in the next base rate.¹⁹ The OSBA further believes that it is appropriate for PWSA to present a rate design reflecting allocation of 25% of all public fire hydrant costs to the City of Pittsburgh with its next rate case proposal.²⁰ Public fire protection is a community service and it is appropriate to recover costs of this service from the City of Pittsburgh. Further, the provisions contained within the Partial Settlement comply with 66 Pa. C.S. § 1328.

D. Water Conservation Measures, Unaccounted-For Water And Leak Detection (52 Pa Code §§65.11 And 65.20)

1. Water Conservation Measures

The provisions that PWSA commits to in order to comply with 52 Pa. Code § 65.20(1) demonstrate the Authority's willingness to encourage cost-effective conservation by its customers.²¹ The OSBA further believes that PWSA's plan for developing standard operating

¹⁷ Partial Settlement, at 23-25.

¹⁸ Partial Settlement, at 24.

¹⁹ Partial Settlement, at 23.

²⁰ Id.

²¹ Partial Settlement, at 25-26.

procedures for situations that require mandatory conservation is intelligent and logical, and its deadline for completion by February 28, 2020 is reasonable.²² Customer notification during times of mandatory conservation is paramount, and PWSA's plan of utilizing automated phone calls, social media, and its website to provide customers with notice demonstrates that PWSA understands the value of using multiple platforms to reach its customers.²³ Such flexibility in customer notification strategies is appreciated by the OSBA, as small business customers benefit from having multiple avenues through which notice may be transmitted.

2. Standards of Design (52 Pa. Code §65.17(b))

The OSBA supports PWSA's commitment to have a Final Water Distribution Master Plan ("Master Plan") completed by mid-2020 or earlier.²⁴ As PWSA represents, the Master Plan will address where improvements in the distribution systems are needed, present an assessment of expected growth in the system, and address numerous other issues necessary for the parties and the Commission to analyze whether PWSA is providing safe and adequate service to its customers.²⁵

3. Unaccounted-For (Non-Revenue) Water (52 Pa. Code § 65.20(4))

PWSA's commitments to use the American Waterworks Association Water Loss Control Methodology and software, and to record non-revenue water used by the City of Pittsburgh's Department of Public Works, will assist the Authority in complying with 52 Pa. Code § 65.20(4) and help to reduce lost and unaccounted-for water levels.²⁶ These commitments are supported by the OSBA.

²² Id.

²³ Partial Settlement, at 26.

²⁴ Id.

²⁵ Partial Settlement, at 26-27.

²⁶ Partial settlement, at 27-28.

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

PWSA's commitments to comply with 52 Pa. Code § 65.20(5) include its development of a Leak Detection Program, which was launched in April 2019.²⁷ The OSBA believes that PWSA's agreement to make its Leak Detection Program consistent with the American Water Works Association's standards and procedures by 2020 represents a fair timeline.²⁸ Further, PWSA agrees to have its Leak Detection Program fully operational within three or four years, and to provide annual updates on the program once fully operational.²⁹ The OSBA believes such a timeline is not unreasonable, and believes such steps are necessary to bring PWSA into full compliance with 52 Pa. Code § 65.20(5).

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

The OSBA takes no issue with the provisions related to the Authority's Flow Metering Program.

E. Contracts/Agreements With Customers, Other Municipalities & City

1. City Cooperation Agreement

The OSBA agrees that the appropriate avenue for the Commission to review and approve the new Cooperation Agreement is through a separate proceeding.³⁰ By proceeding in this manner, the parties will have adequate time and opportunity to develop their respective positions on the numerous issues that the Cooperation Agreement may present.

2. Capital Lease Agreement

The OSBA supports the provision whereby PWSA agrees to purchase the water and wastewater system for one dollar in 2025 from the City of Pittsburgh, unless a new arrangement

²⁷ Partial settlement, at 28.

²⁸ Partial Settlement, at 29.

²⁹ Id.

³⁰ Partial Settlement, at 30.

is renegotiated and approved by the Commission, pursuant to the terms of the Capital Lease Agreement.³¹

3. Bulk Water: Sales for Resale

The OSBA supports PWSA's commitments to comply with 66 Pa. C.S. § 507.

4. Bulk Wastewater Conveyance Agreements

The OSBA supports PWSA's commitments to comply with 66 Pa. C.S. § 507.

5. Pennsylvania American Water Company (PAWC) Contract

The OSBA supports PWSA's agreement to cease subsidizing PAWC water rates for PAWC customers within the City of Pittsburgh's service area.³² Based on the data of the May 2019 billing cycle, the customer impact of ending the subsidy will be nominal.³³ Eliminating the subsidy will relieve PWSA from making these expenditures and permit the Authority to use this money in other ways that will benefit PWSA customers.

6. Billing Arrangement for ALCOSAN Charges

The OSBA supports this provision as the parties are not waiving any of their rights to address the appropriate way to treat ALCOSAN charges in the future.³⁴

F. Tariff And Other Miscellaneous Issues (Not Addressed Elsewhere)

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

The OSBA agrees with this provision that no revisions to PWSA's tariff should be made to include specific dollar amounts.³⁵

³¹ Partial Settlement, at 31.

³² Partial Settlement, at 32.

³³ Id.

³⁴ Id.

³⁵ Partial Settlement, at 33.

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

The OSBA supports PWSA taking steps to comply with 66 Pa. C.S. § 1326 and 52 Pa. Code § 69.169. PWSA's elimination of the private fire protection charges for the four affected residential customers is appropriate.³⁶

3. Ownership of Wastewater Laterals

The OSBA believes that PWSA's commitment to conduct a study and produce a report regarding wastewater laterals is an appropriate start to addressing this issue.³⁷

4. Commission Staff Requested Documents

The provisions contained in the Partial settlement related to Commission Staff Requested documents accurately reflect the exhibits entered into the record on August 21, 2019, as well as the agreement of the parties concerning the documents that will be addressed in Stage 2.³⁸

G. Capital Projects/Construction/Bidding Processes

1. Construction Project Tracking and Evaluation

The OSBA supports I&E involvement with creating a final list of metrics upon which PWSA will report in its Compliance Plan Progress Reports.³⁹

2. Selection Processes and Existing Contractors

The OSBA supports PWSA's commitment to adhere to the Municipality Authorities Act ("MAA") and agrees that, where the MAA permits an exception to the competitive bidding requirement, the Authority may dispense with competitive bidding.⁴⁰ The OSBA believes

³⁶ Partial Settlement, at 33.

³⁷ Partial Settlement, at 34.

³⁸ Partial Settlement, at 34-35.

³⁹ Partial Settlement, at 35.

⁴⁰ Partial Settlement, at 36.

PWSA's agreement to annually provide a list of each construction contract awarded in the previous year without competitive billing will provide the parties with an appropriate level of oversight.⁴¹

3. Open and Active Project Information

The OSBA believes it is appropriate for PWSA to provide updated information regarding its open and active projects, including the funding sources it plans to use for each project.⁴²

4. Clearwell Improvements Projects

The Aspinwall Clearwell ("Clearwell") is the facility through which all of PWSA's water flows.⁴³ The Clearwell's present condition presents a "clear risk" to PWSA's water system operations.⁴⁴ Given the crucial need to improve the Clearwell, the OSBA believes the provisions in the Partial Settlement regarding the Clearwell Improvements Projects will accomplish the necessary improvements in the most expedient manner.⁴⁵ It is to the benefit of all PWSA customers, including small commercial and industrial customers, that the Authority make the necessary improvements to the Clearwell as quickly as possible.

H. Long-Term Infrastructure Implementation Plan (LTIIIP) (52 Pa. Code §121)

1. Materials Report, Valves, Prioritization

The OSBA believes that PWSA's commitments to provide the comprehensive materials report and updated information about valves once such information is available is reasonable.⁴⁶

The OSBA believes the provision of such information, as well as PWSA's commitment to provide additional information regarding the prioritization of main and valve replacements, will

⁴¹ Id.

⁴² Partial Settlement, at 36.

⁴³ I&E Statement No. 3, at 10.

⁴⁴ PWSA Statement No. C-1R, at 10.

⁴⁵ Partial Settlement, at 36-37.

⁴⁶ Partial Settlement, at 37-38.

assist all parties in assessing and evaluating PWSA's LTIP.⁴⁷ Similarly, PWSA agreeing to notify the parties when the computerized maintenance management project is implemented will be helpful to all parties in advocating for the respective interests they are tasked with representing.⁴⁸

2. Customer Owned Lead Service Lines

PWSA's commitment to file a Petition to Amend its Long Term Infrastructure Improvement Plan to include estimates on the number of customer-owned lead service lines ("LSLs") and the expected expenditures for their replacement to the extent PWSA has been authorized or directed to replace such facilities, is not only logical, but also efficient.⁴⁹ Rather than providing such information in response to a discovery request, PWSA's proactive approach will ensure this information is made available to all parties in an efficient manner.

3. Metering Unmetered Properties

The OSBA supports PWSA's commitment to ensure its amended LTIP will include information about its plan to meter unmetered properties as it will allow for a comprehensive analysis of the LTIP.⁵⁰

4. Workforce Development

The OSBA supports PWSA providing additional information regarding its plan to develop its workforce.⁵¹

⁴⁷ Partial Settlement, at 38.

⁴⁸ Id.

⁴⁹ Id.

⁵⁰ Id.

⁵¹ Id.

5. Construction Coordination with Other Utilities and Municipalities

The OSBA supports PWSA providing additional information regarding its efforts to coordinate construction projects with other local utilities and government agencies.⁵²

6. Distribution System Improvement Charge (DSIC)

The OSBA does not oppose the provisions related to PWSA's DSIC in the Partial Settlement, as the OSBA has preserved its rights to review and challenge any aspect of a PWSA DSIC proposal included with PWSA's next base rate case, including the inclusion of private-side lead service line replacement costs in the DSIC.⁵³

I. Customer Service, Collections And Customer Assistance Program

1. Issues Deferred to Stage 2

The OSBA agrees that the Partial Settlement correctly identifies the issues deferred to Stage 2 Compliance Plan proceeding.⁵⁴ The OSBA further agrees the processes outlined in the Partial Settlement regarding Stage 2 are a fruitful way to proceed and will hopefully result in more efficient resolution of the issues, which will benefit all parties and, ultimately, PWSA customers.⁵⁵

2. PWSA Low-Income Customer Assistance Program

The OSBA does not oppose any of the provisions in the Partial Settlement related to PWSA's Low-Income Customer Assistance Program.⁵⁶

⁵² Partial Settlement, at 38-39.

⁵³ Partial Settlement, at 39.

⁵⁴ Partial Settlement, at 39-40.

⁵⁵ Partial Settlement, at 40-41.

⁵⁶ Partial Settlement, at 42-43.

J. Lead Service Line Remediation

Lead service lines in PWSA's system pose risks to public health and safety.⁵⁷ The provisions in the Partial Settlement related to lead service line remediation are an important step towards eliminating lead service lines from PWSA's system. While the OSBA does not agree with the exclusion of non-residential customers from the lead service line replacement program,⁵⁸ the OSBA supports the remaining provisions related to lead service line remediation in the Partial Settlement. It is imperative that PWSA complete an inventory regarding lead service lines and PWSA's goal of having a prediction of the location of lead service lines by March 31, 2020 will greatly assist in doing so.⁵⁹ The OSBA strongly supports PWSA's goal of replacing all lead service lines in its system by the end of 2026.⁶⁰ The OSBA believes all customers, and the public, will benefit from having all lead service lines in PWSA's system within approximately five years, as it will address the safety concern posed by lead service lines.

K. PWSA Compliance Plan Progress Reports

The OSBA supports PWSA's commitment to filing updated Compliance Plan Progress Reports on a quarterly basis through October 31, 2025 (unless otherwise extended).⁶¹ Receiving status reports on a regular basis allows the OSBA to measure PWSA's progress and ensure that the Authority is acting in the best interests of its customers, especially small industrial and commercial customers.

⁵⁷ UNITED Statement C-2, at 4, 6; UNITED Statement C-3, at 5-10.

⁵⁸ See Partial Settlement, at 43-44, 49-51; Main Brief on Behalf of the Office of Small Business Advocate, at 6, 9-13; Reply Brief on Behalf of the Office of Small Business Advocate, at 3-9.

⁵⁹ Partial Settlement, at 45.

⁶⁰ Id.

⁶¹ Partial Settlement, at 53.

L. Other Issues

The OSBA does not object to the remaining provisions in the Partial Settlement not otherwise addressed in this Statement in Support.

IV. CONCLUSION

For the reasons set forth in the Partial Settlement, as well as the additional factors enumerated in this statement, the OSBA supports the proposed Partial Settlement and respectfully requests that the ALJs and the Commission approve the Partial Settlement in its entirety.

Respectfully submitted,



Erin K. Fure
Assistant Small Business Advocate
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Dated: September 30, 2019

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Implementation of Chapter 32 of the	:	Docket No. M-2018-2640802
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	:	
Petition of The Pittsburgh Water and	:	Docket No. P-2018-3005037
Sewer Authority for Approval of Its Long-	:	Docket No. P-2018-3005039
Term Infrastructure Improvement Plan	:	

CERTIFICATE OF SERVICE

I hereby certify that true and correct copies of the foregoing have been served via email and/or First-Class mail (*unless other noted below*) upon the following persons, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

The Honorable Mark A. Hoyer
The Honorable Conrad A. Johnson
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DATE: September 30, 2019

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