

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

REBUTTAL TESTIMONY OF

**DEBBIE M. LESTITIAN**

ON BEHALF OF  
THE PITTSBURGH WATER  
AND SEWER AUTHORITY

Docket Nos.

R-2020-3017951 (Water)

R-2020-3017970 (Wastewater)

P-2020-3019019 (DSIC)

TOPICS:

Act 70 and Cooperation Agreement  
Update on Recruitment Efforts

August 18, 2020

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**TABLE OF EXHIBITS**

DML-2	Act 70
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1 **I. INTRODUCTION**

2 **Q. PLEASE STATE YOUR NAME AND CURRENT POSITION WITH PWSA.**

3 A. My name is Debbie M. Lestitian. My position with The Pittsburgh Water & Sewer  
4 Authority (“PWSA” or “Authority”) is Chief Corporate Counsel and Chief of  
5 Administration.

6 **Q. HAVE YOU PREVIOUSLY PROVIDED TESTIMONY IN THIS PROCEEDING?**

7 A. Yes, I submitted Direct Testimony on March 6, 2020, which accompanied the rate filing.  
8 I also submitted Supplemental Direct Testimony on May 15, 2020.

9 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

10 A. The purpose of my Rebuttal Testimony is to: (i) supplement my Direct Testimony as a  
11 result of the Commission’s March 26, 2020 Order regarding PWSA’s Stage 1  
12 Compliance Plan, including the City of Pittsburgh billing issues;<sup>1</sup> (ii) provide an update  
13 on the Cooperation Agreement; (iii) note that PWSA is proposing a municipal metered  
14 rate rather than proposing to assess the City under the Commercial class tariff; and (iv)  
15 address any contracting issues due to COVID-19.

16 **Q. ARE YOU SPONSORING ANY EXHIBITS?**

17 A. Yes. I am sponsoring DML-2, which is a copy of Act 70.

18 **II. ACT 70 AND THE COOPERATION AGREEMENT**

19 **Q. ARE YOU FAMILIAR WITH ACT 70?**

20 A. Yes. On July 23, 2020, Governor Tom Wolf signed into law Act 70, which, among other  
21 things, addresses the 2019 Cooperation Agreement between PWSA and the City of

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<sup>1</sup> *Implementation of Chapter 32 of the Public Utility Code Regarding Pittsburgh Water and Sewer Authority – Stage 1*, Docket Nos. M-2018-2640802 and M-2018-2640803 (Order entered March 26, 2020) (“Stage 1 Compliance Plan Order”).

1 Pittsburgh. Act 70, which is attached to my Rebuttal Testimony as Exhibit DML-2,  
 2 provides that the 2019 Cooperation Agreement has “the force and effect of law” until  
 3 January 1, 2025, unless PWSA and the City mutually agree to an earlier termination date.  
 4 Section 2802-G. Also, Act 70 provides that the 2019 Cooperation Agreement shall  
 5 “supersede, during the term of the cooperation agreement, any provision of 66 Pa.C.S. Pt.  
 6 I, a commission regulation, policy statement, order and regulatory proceeding as they  
 7 pertain to issues covered by the cooperation agreement, including the authority's rates,  
 8 terms and conditions of service rendered to the city and the respective rights and duties  
 9 between the authority and the city.” Section 2803-G.

10 **Q. WHAT IS THE CURRENT STATUS OF THE 2019 COOPERATION**  
 11 **AGREEMENT?**

12 A. As noted in my Direct Testimony,<sup>2</sup> PWSA filed the 2019 Cooperation Agreement with  
 13 the Commission on December 20, 2017 pursuant to Section 507 of the Public Utility  
 14 Code<sup>3</sup> at Docket No. U-2020-3015258. In my Supplemental Direct Testimony,<sup>4</sup> I  
 15 provided an update on the 2019 Cooperation Agreement, including a discussion about the  
 16 effect of the Commission’s Stage 1 Compliance Plan Order<sup>5</sup> on interactions between the  
 17 City and PWSA. In that testimony, I also reported that in the Stage 1 Compliance Plan  
 18 Order, the Commission had referred the 2019 Cooperation Agreement to the Office of  
 19 Administrative Law Judge for hearing and decision. When that testimony was submitted,  
 20 the parties were in the process of developing a procedural schedule for the 2019

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<sup>2</sup> PWSA Statement No. 2.

<sup>3</sup> 66 Pa.C.S. § 507.

<sup>4</sup> PWSA Statement No. 2-SD.

<sup>5</sup> *Implementation of Chapter 32 of the Public Utility Code Regarding Pittsburgh Water and Sewer Authority – Stage 1*, Docket Nos. M-2018-2640802 and M-2018-2640803 (Order entered March 26, 2020) (“Stage 1 Compliance Plan Order”).

1 Cooperation Agreement proceeding. Shortly thereafter, a Prehearing Order was issued  
 2 on May 28, 2020 approving the procedural schedule developed by the parties. Pursuant  
 3 to that schedule, PWSA submitted Direct Testimony on June 5, 2020 and the City served  
 4 Direct Testimony on June 26, 2020. Other parties’ Direct Testimony was due to be  
 5 served on August 7, 2020.

6 **Q. WHAT EFFECT DID ACT 70 HAVE ON THE 2019 COOPERATION**  
 7 **AGREEMENT PROCEEDING PENDING AT THE COMMISSION?**

8 A. Shortly after it was signed into law, the parties to the proceeding, including PWSA, the  
 9 City, the Office of Consumer Advocate, the Office of Small Business Advocate and the  
 10 Bureau of Investigation and Enforcement, conferred by conference call. By electronic  
 11 mail sent to the presiding administrative law judges (“ALJs”) on July 28, 2020, the  
 12 parties requested that the litigation schedule be suspended pending the filing of an  
 13 unopposed petition for leave to withdraw or similar filing by PWSA. By Interim Order  
 14 dated July 29, 2020, the ALJs suspended the litigation schedule and directed the filing of  
 15 a Status Report on or before August 31, 2020 unless a petition for leave to withdraw or  
 16 similar filing has been made.

17 On August 7, 2020, PWSA filed an unopposed Petition for Leave to Withdraw  
 18 (“Petition”), noting the consensus of the parties that the language in Act 70 obviates the  
 19 need for any further Commission action on the 2019 Cooperation Agreement. As Act 70  
 20 determined that the 2019 Cooperation Agreement has the full force and effect of law, the  
 21 Petition asserted that the Commission has no jurisdiction to conduct a review under  
 22 Section 507 of the Public Utility Code. Therefore, the Petition sought permission for  
 23 PWSA to withdraw the 2019 Cooperation Agreement and requested that the proceeding

1 be closed. The Petition is currently pending the issuance of an Initial Decision by the  
2 ALJs.

3 **Q. WHAT IS THE EFFECT OF ACT 70, FROM PWSA'S PERSPECTIVE, ON THIS**  
4 **BASE RATE PROCEEDING?**

5 A. Given the binding effect of Act 70 on the 2019 Cooperation Agreement, and the fact that  
6 it has the full force and effect of law, it is PWSA's position that the 2019 Cooperation  
7 Agreement supersedes any Commission action on issues covered by it. Thus, to the  
8 extent an issue is addressed by the 2019 Cooperation Agreement, it is PWSA's view that  
9 the Commission is precluded from taking any action on that issue. To the extent the  
10 Commission does address an issue covered by the 2019 Cooperation Agreement, its  
11 action would be considered null and void.

12 **Q. HAS PWSA IDENTIFIED HOW ACT 70 AFFECTS SPECIFIC ISSUES IN THIS**  
13 **PROCEEDING?**

14 A. While PWSA continues to evaluate the impact of Act 70 on its rate case proposals, the  
15 Authority has identified three areas in which it intends to withdraw proposals that were  
16 included in Supplemental Testimony to comply with the Stage 1 Compliance Plan Order  
17 and are no longer necessary due to coverage of the issues in the 2019 Cooperation  
18 Agreement. Those three issues relate to its proposals for a Municipal rate; a flat,  
19 unmetered rate; and responsibility for the costs of City meter installation. In addition to  
20 withdrawing these proposals, PWSA is providing a revised Cost of Service model with  
21 the Rebuttal Testimony of Harold Smith.

1 **Q. PLEASE DESCRIBE THE MUNICIPAL RATE PROPOSAL.**

2 A. In the Stage 1 Compliance Plan Order, the Commission directed PWSA to charge the  
3 City 100% of the applicable rate.<sup>6</sup> Rather than abruptly move the City to 100% of the  
4 Commercial rate, PWSA opted in Supplemental Direct Testimony to create a new  
5 proposed Municipal rate and charge the City 100% of that rate.<sup>7</sup>

6 **Q. HOW DID THE PASSAGE OF ACT 70 AFFECT THIS PROPOSAL?**

7 A. With the passage of Act 70, this proposed new Municipal rate is no longer necessary  
8 because the 2019 Cooperation Agreement establishes a 5-year phase-in schedule to the  
9 full applicable rate, with 20% of the City’s usage being charged in 2020; 40% in 2021;  
10 60% in 2022; 80% in 2023; and 100% in 2024 and thereafter.<sup>8</sup> Therefore, since the 2019  
11 Cooperation Agreement establishes the City charges for metered properties, it supersedes  
12 the Stage 1 Compliance Plan Order on this issue. As the new Municipal rate proposed in  
13 PWSA’s Supplemental Direct Testimony is moot, it is being withdrawn. Instead, PWSA  
14 will rely on the rate methodology and structure as originally filed on March 6, 2020.  
15 PWSA plans to resubmit its Supplemental Direct Testimony for the record blacklining  
16 the information related to this issue.

17 **Q. PLEASE DESCRIBE THE FLAT, UNMETERED RATE PROPOSAL.**

18 A. The Stage 1 Compliance Plan Order directed the implementation of a flat rate in PWSA’s  
19 tariff for unmetered City-owned buildings and properties.<sup>9</sup> In Supplemental Direct

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<sup>6</sup> State 1 Compliance Plan Order at 62.

<sup>7</sup> PWSA Statement No. 7-SD at 3-4 (Supplemental Direct Testimony of Harold Smith).

<sup>8</sup> Section 6.2 of 2019 Cooperation Agreement.

<sup>9</sup> Stage 1 Compliance Plan Order at 61.

1 Testimony, PWSA proposed a set of flat rates, based on premises type, for unmetered  
2 accounts for the newly created Municipal class.<sup>10</sup>

3 **Q. HOW DID THE PASSAGE OF ACT 70 AFFECT THIS PROPOSAL?**

4 A. With the passage of Act 70, this proposal is no longer necessary or permissible because  
5 the 2019 Cooperation Agreement provides that PWSA will not assess a charge to  
6 unmetered City accounts until 2024.<sup>11</sup> Therefore, the 2019 Cooperation Agreement  
7 supersedes the Stage 1 Compliance Plan Order on this issue. As a result, PWSA is  
8 withdrawing its proposal for flat rates for unmetered City-owned buildings and  
9 properties. PWSA plans to resubmit its Supplemental Direct Testimony for the record  
10 blacklining the information related to this issue.

11 **Q. PLEASE DESCRIBE THE PROPOSAL ADDRESSING RESPONSIBILITY FOR**  
12 **THE COSTS OF CITY METER INSTALLATION.**

13 A. In the Stage 1 Compliance Plan Order, the Commission directed PWSA to make the City  
14 100% responsible for the cost of meter installation.<sup>12</sup> As PWSA had originally proposed  
15 a 50/50 cost sharing arrangement in its Compliance Plan, its Supplemental Direct  
16 Testimony proposed to revise its tariff to make clear that the City will be responsible for  
17 100% of the cost of installing meters for the Municipal class.<sup>13</sup>

18 **Q. HOW DID THE PASSAGE OF ACT 70 AFFECT THIS PROPOSAL?**

19 A. With the passage of Act 70, this proposed revision is no longer necessary or permissible  
20 because the 2019 Cooperation Agreement requires that the cost of the meter and meter

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<sup>10</sup> PWSA Statement No. 7-SD at 5-6 (Supplemental Direct Testimony of Harold Smith).

<sup>11</sup> Section 6.2 of 2019 Cooperation Agreement.

<sup>12</sup> Stage 1 Compliance Plan Order at 40.

<sup>13</sup> PWSA Statement No. 7-SD at 7-8 (Supplemental Direct Testimony of Harold Smith).



1 vault installation for City owned properties and buildings shall be shared equally.<sup>14</sup>  
2 Therefore, the 2019 Cooperation Agreement supersedes the Stage 1 Compliance Plan  
3 Order on this issue. As a result, PWSA is withdrawing its proposal to make the City  
4 responsible for 100% of the cost of installing meters for the Municipal class. PWSA will  
5 return to its initially proposed tariff changes to equally share the costs of City meter  
6 installations.<sup>15</sup> PWSA plans to resubmit its Supplemental Direct Testimony for the  
7 record blacklining the information related to this issue.

8 **III. UPDATE ON RECRUITMENT EFFORTS**

9 **Q. DID YOU ADDRESS PWSA’S RECRUITMENT EFFORTS IN YOUR DIRECT**  
10 **TESTIMONY?**

11 A. Yes. In my Direct Testimony, I described PWSA’s concerted effort to getting closer to  
12 achieving full staffing by 2021. I noted the various steps taken by PWSA, highlighting  
13 that PWSA had added 77 new employees in 2019 and partnered with the Community  
14 College of Allegheny County on an apprentice program.

15 **Q. HAVE PWSA’S STAFFING PROJECTIONS BEEN CHALLENGED?**

16 A. Yes. In Direct Testimony on behalf of the Bureau of Investigation and Enforcement  
17 (“I&E”), D. C. Patel proposed an adjustment to payroll expense for vacant positions. He  
18 opined that it is unreasonable to assume that PWSA will fill and maintain 100% full  
19 staffing of 457 budgeted positions in 2021 based on its historic vacancy records. He also  
20 suggested that the current COVID-19 pandemic would make it challenging to fill  
21 positions.<sup>16</sup>

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<sup>14</sup> Sections 5.1 and 5.2 of 2019 Cooperation Agreement.

<sup>15</sup> See PWSA First Revised Page No. 37 included with JAQ-2.

<sup>16</sup> I&E Statement No. 2 at 12-16.

1 **Q. DO YOU HAVE A RESPONSE?**

2 A. PWSA has had 36 new hires in 2020, with 15 of them occurring after the onset of the  
 3 COVID-19 pandemic. PWSA onboarded those 15 new hires virtually. While the  
 4 pandemic has slowed down the hiring process to a degree, it has not prevented PWSA  
 5 from filling vacant positions or even made it more challenging. I also note that in  
 6 supporting his vacancy adjustment, Mr. Patel refers to the headcount as 315 as of the end  
 7 of the first quarter of 2020 when it was in fact 346.<sup>17</sup>

8 **Q. HOW IS THE HEADCOUNT TRENDING IN 2020, TO DATE?**

9 A. At the end of July, PWSA’s headcount was 343, compared to 334 in January. Each  
 10 month’s total number of employees is shown below:

Month	Number of Employees
January	334
February	338
March	346
April	348
May	346
June	345
July	343

11  
 12 **Q. WHAT DO THESE HEADCOUNTS SHOW?**

13 A. These headcounts show that PWSA is holding steady and even experienced a net increase  
 14 over the course of the first seven months of 2020. I note that a higher than anticipated  
 15 number of retirements (13) for a total of 27 departures made it difficult to keep pace,  
 16 especially since 11 of the 13 retirees had over 30 years of service with PWSA. Without

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<sup>17</sup> I&E Statement No. 2 at 16. PWSA’s response to I&E-RE-58, which he includes in I&E Exhibit No. 2, Schedule 3, accurately reported a headcount of 346 at the end of March 2020.

1 this relatively high number of retirements, PWSA's overall headcount trends would be  
2 more positive. However, PWSA is actively posting positions to fill these vacancies.  
3 Also, because PWSA's operations have continued and remained productive throughout  
4 the pandemic, we have no plans to furlough any employees.

5 **Q. HAS ANYTHING CHANGED THE VIEWS YOU EXPRESSED IN DIRECT**  
6 **TESTIMONY ABOUT ACHIEVING FULL STAFFING?**

7 A. No. Given the steps PWSA has taken to achieve full staffing, and the adjustments it has  
8 made to allow hiring to continue through the pandemic, I continue to be confident that  
9 PWSA is on track to achieve full staffing and will be significantly closer to that level in  
10 2021.

11 **IV. CONCLUSION**

12 **Q. DOES THAT COMPLETE YOUR REBUTTAL TESTIMONY?**

13 A. Yes; however, I do reserve the right to supplement this testimony as may be appropriate.

# PWSA Exh. DML-2

SENATE AMENDED

PRIOR PRINTER'S NOS. 3639, 3693, 3697,  
4009

PRINTER'S NO. 4059

## THE GENERAL ASSEMBLY OF PENNSYLVANIA

## HOUSE BILL

No. 2455 Session of  
2020

INTRODUCED BY LAWRENCE AND TOOIL, APRIL 27, 2020

AS AMENDED ON THIRD CONSIDERATION, IN SENATE, JUNE 30, 2020

## AN ACT

1 Amending the act of April 9, 1929 (P.L.177, No.175), entitled  
2 "An act providing for and reorganizing the conduct of the  
3 executive and administrative work of the Commonwealth by the  
4 Executive Department thereof and the administrative  
5 departments, boards, commissions, and officers thereof,  
6 including the boards of trustees of State Normal Schools, or  
7 Teachers Colleges; abolishing, creating, reorganizing or  
8 authorizing the reorganization of certain administrative  
9 departments, boards, and commissions; defining the powers and  
10 duties of the Governor and other executive and administrative  
11 officers, and of the several administrative departments,  
12 boards, commissions, and officers; fixing the salaries of the  
13 Governor, Lieutenant Governor, and certain other executive  
14 and administrative officers; providing for the appointment of  
15 certain administrative officers, and of all deputies and  
16 other assistants and employes in certain departments, boards,  
17 and commissions; providing for judicial administration; and  
18 prescribing the manner in which the number and compensation  
19 of the deputies and all other assistants and employes of  
20 certain departments, boards and commissions shall be  
21 determined," ~~in powers and duties of the Department of Health <--~~  
22 ~~and its departmental administrative and advisory boards,~~  
23 ~~providing for local health department COVID-19 antibody-~~  
24 ~~testing; and providing for COVID-19 emergency testing plan~~ <--  
25 and reporting AND FOR WATER AND SEWER AUTHORITIES IN CITIES <--  
26 OF THE SECOND CLASS.

27 The General Assembly of the Commonwealth of Pennsylvania

28 hereby enacts as follows:

29 ~~Section 1. The act of April 9, 1929 (P.L.177, No.175), known <--~~

1 ~~as The Administrative Code of 1929, is amended by adding a~~  
2 ~~section to read:~~

3 ~~Section 2127. Local Health Department COVID-19 Antibody~~  
4 ~~Testing. (a) A local health department may notify the~~  
5 ~~secretary of the local health department's intention to~~  
6 ~~implement serology tests to identify antibodies to the COVID-19~~  
7 ~~virus in coordination with the guidance provided in the~~  
8 ~~policy. Notification under this subsection shall be made in~~  
9 ~~writing to the secretary by the health director or equivalent~~  
10 ~~employee of a local health department.~~

11 ~~(b) Within seventy two (72) hours of receipt of the~~  
12 ~~notification under subsection (a), the secretary shall~~  
13 ~~authorize, in writing, State laboratories holding a Clinical~~  
14 ~~Laboratory Improvement Amendments (CLIA) certificate and that~~  
15 ~~meet CLIA requirements to perform high complexity testing, to~~  
16 ~~facilitate and coordinate testing with the respective local~~  
17 ~~health department. The following shall apply:~~

18 ~~(1) A local health department shall reimburse a State~~  
19 ~~laboratory for costs incurred by the State laboratory for~~  
20 ~~services performed under this subsection.~~

21 ~~(2) An individual tested under this subsection shall:~~

22 ~~(i) Be notified in writing at the time of initial testing of~~  
23 ~~the applicable provisions of section (IV) (D) of the policy.~~

24 ~~(ii) Be advised of test results as soon as practicable in a~~  
25 ~~manner determined by the local health department.~~

26 ~~(3) A local health department performing serology tests~~  
27 ~~under this subsection shall report the total number of positive,~~  
28 ~~false positive, negative and false negative test results to the~~  
29 ~~Department of Health of the Commonwealth on a daily basis.~~

30 ~~(c) This section shall expire sixty (60) days after the~~

~~1 expiration or termination of the proclamation of disaster  
2 emergency issued by the Governor on March 6, 2020, published at  
3 50 Pa.B. 1644 (March 21, 2020), and any renewal of the state of  
4 disaster emergency.~~

~~5 (d) As used in this section, the following words and phrases  
6 shall have the meanings given to them in this subsection unless  
7 the context clearly indicates otherwise:~~

~~8 "Local health department." A county or municipal health  
9 department in this Commonwealth.~~

~~10 "Policy." The Policy for Diagnostic Tests for Coronavirus  
11 Disease 2019 during the Public Health Emergency, docket number  
12 FDA 2020 D 0987, available on the publicly accessible Internet  
13 website of the Food and Drug Administration on March 16, 2020.~~

~~14 "Secretary." The Secretary of Health of the Commonwealth.~~

~~15 "State laboratory." A State Public Health Laboratory as  
16 authorized under section 8(d) of the act of April 27, 1905-  
17 (P.L.312, No.218), entitled "An act creating a Department of  
18 Health, and defining its powers and duties."~~

~~19 Section 2. The act is amended by adding an article to read:~~

~~20 SECTION 1. THE ACT OF APRIL 9, 1929 (P.L.177, NO.175), KNOWN <--  
21 AS THE ADMINISTRATIVE CODE OF 1929, IS AMENDED BY ADDING AN <--  
22 ARTICLE ARTICLES TO READ: <--~~

ARTICLE XXI-C

COVID-19 EMERGENCY

TESTING PLAN AND REPORTING

~~26 Section 2101-C. Definitions.~~

~~27 The following words and phrases when used in this article  
28 shall have the meanings given to them in this section unless the  
29 context clearly indicates otherwise:~~

~~30 "COVID-19." The novel coronavirus as defined in the~~

1 Governor's Proclamation of Disaster Emergency issued on March 6,  
2 2020, published at 50 Pa.B. 1644 (March 21, 2020).

3 "State laboratory." A State Public Health Laboratory as  
4 authorized under section 8(d) of the act of April 27, 1905  
5 (P.L.312, No.218), entitled "An act creating a Department of  
6 Health, and defining its powers and duties.

7 Section 2102 C. COVID 19 testing plan. <--

8 (a) Submission. Consistent with the Paycheck Protection  
9 Program and Health Care Enhancement Act (Public Law 116-139),  
10 the Governor or an authorized designee shall submit a plan for  
11 COVID-19 testing to the Secretary of the United States  
12 Department of Health and Human Services.

13 (b) Contents. The plan under subsection (a) shall delineate  
14 goals, beginning after the effective date of this section, for  
15 the remainder of the calendar year 2020, and shall include all  
16 of the following:

17 (1) The number of tests needed, month by month,  
18 including diagnostic, serological and other tests, as  
19 appropriate.

20 (2) Month by month estimates of laboratory and testing  
21 capacity, including capacity related to workforce, equipment  
22 and supplies and available tests.

23 (3) A description of how the Commonwealth will use  
24 Federal money appropriated for COVID-19 testing, including as  
25 it relates to easing any COVID-19 community mitigation orders  
26 issued by the Governor.

27 (c) Approval or acceptance. Upon approval or acceptance of  
28 a plan under this section, the General Assembly shall  
29 appropriate funds for COVID-19 testing as provided under  
30 subsections (d) and (e).



1 ~~(d) Use of funding. Funds appropriated under subsection (c)~~  
2 ~~may be used for any of the following:~~

3 ~~(1) Necessary expenses to research, develop, validate,~~  
4 ~~manufacture, purchase, administer and expand capacity for~~  
5 ~~COVID 19 tests to effectively monitor and suppress COVID 19,~~  
6 ~~including molecular, antigen and serological tests.~~

7 ~~(2) Manufacturing, procurement and distribution of~~  
8 ~~tests, testing equipment and testing supplies, including~~  
9 ~~personal protective equipment needed for administering tests.~~

10 ~~(3) The development and validation of rapid, molecular~~  
11 ~~point of care tests and other tests.~~

12 ~~(4) Support for workforce and epidemiology.~~

13 ~~(5) Scaling up academic, commercial, public health and~~  
14 ~~hospital laboratories, health care facilities and community~~  
15 ~~based COVID 19 testing sites.~~

16 ~~(6) Conducting surveillance and contact tracing.~~

17 ~~(7) Supporting development of COVID 19 testing plans.~~

18 ~~(e) Testing prioritization. Individuals who serve an~~  
19 ~~essential health and safety function or who are at a high risk~~  
20 ~~of contracting COVID 19 shall be given initial priority to be~~  
21 ~~tested. The following shall also be given priority:~~

22 ~~(1) Employees of health care providers.~~

23 ~~(2) Staff and residents of nursing home facilities,~~  
24 ~~assisted living residences, personal care homes, hospices and~~  
25 ~~other congregate care settings.~~

26 ~~(3) Staff and recipients of home care providers, home~~  
27 ~~health care providers, behavioral health care providers,~~  
28 ~~intellectual disability providers and substance abuse~~  
29 ~~disorder providers.~~

30 ~~(4) Emergency service and public safety personnel.~~

1 ~~(5) Employees of any business or industry deemed~~  
 2 ~~essential.~~

3 ~~(6) Any other category of individuals who serve an~~  
 4 ~~essential health and safety function or who are at high risk~~  
 5 ~~of contracting COVID-19.~~

6 ~~Section 2103 C. COVID 19 testing reporting.~~

7 ~~SECTION 2102-C. COVID-19 TESTING PLAN AND REPORTING.~~ <--

8 ~~(A) SUBMISSION OF PLAN.--THE GOVERNOR SHALL SUBMIT THE PLAN~~  
 9 ~~FOR COVID-19 TESTING, INCLUDING ANY AMENDMENTS TO THE PLAN, THAT~~  
 10 ~~WAS SUBMITTED TO THE UNITED STATES SECRETARY OF HEALTH AND HUMAN~~  
 11 ~~SERVICES PURSUANT TO THE PAYCHECK PROTECTION PROGRAM AND HEALTH~~  
 12 ~~CARE ENHANCEMENT ACT (PUBLIC LAW 116-139) TO ALL OF THE~~  
 13 ~~FOLLOWING:~~

14 ~~(1) THE PRESIDENT PRO TEMPORE OF THE SENATE.~~

15 ~~(2) THE SPEAKER OF THE HOUSE OF REPRESENTATIVES.~~

16 ~~(3) THE MAJORITY LEADER OF THE SENATE.~~

17 ~~(4) THE MINORITY LEADER OF THE SENATE.~~

18 ~~(5) THE MAJORITY LEADER OF THE HOUSE OF REPRESENTATIVES.~~

19 ~~(6) THE MINORITY LEADER OF THE HOUSE OF REPRESENTATIVES.~~

20 ~~(7) THE MAJORITY AND MINORITY CHAIRPERSON OF THE~~  
 21 ~~APPROPRIATIONS COMMITTEE OF THE SENATE.~~

22 ~~(8) THE MAJORITY AND MINORITY CHAIRPERSON OF THE HEALTH~~  
 23 ~~AND HUMAN SERVICES COMMITTEE OF THE SENATE.~~

24 ~~(9) THE MAJORITY AND MINORITY CHAIRPERSON OF THE~~  
 25 ~~APPROPRIATIONS COMMITTEE OF THE HOUSE OF REPRESENTATIVES.~~

26 ~~(10) THE MAJORITY AND MINORITY CHAIRPERSON OF THE HEALTH~~  
 27 ~~COMMITTEE OF THE HOUSE OF REPRESENTATIVES.~~

28 ~~(11) THE MAJORITY AND MINORITY CHAIRPERSON OF THE HUMAN~~  
 29 ~~SERVICES COMMITTEE OF THE HOUSE OF REPRESENTATIVES.~~

30 ~~(a) (B) Testing report required.--Beginning on the day 14~~ <--

1 DAYS after the effective date of this section, and ~~each week~~ <--  
 2 EVERY 14 DAYS thereafter, the Department of Health shall submit <--  
 3 a report regarding the department's testing of COVID-19 to the  
 4 President pro tempore of the Senate, the Majority Leader and  
 5 Minority Leader of the Senate, the chairperson and minority  
 6 chairperson of the Appropriations Committee of the Senate, the  
 7 Speaker of the House of Representatives, the Majority Leader and  
 8 Minority Leader of the House of Representatives and the  
 9 chairperson and minority chairperson of the Appropriations  
 10 Committee of the House of Representatives.

11 ~~(b)~~ (C) Testing report contents.--The report shall contain a <--  
 12 summary of the following information:

13 (1) The technology and supplies procured or acquired by  
 14 the Commonwealth related to COVID-19 testing.

15 (2) The administrative and operating costs of a State  
 16 laboratory related to COVID-19 testing.

17 (3) The number and type of completed tests by a State  
 18 laboratory. This information shall include diagnostic tests  
 19 and serology tests.

20 (4) The number of positive, ~~false positive, negative and <--~~  
 21 ~~false negative~~ AND NEGATIVE COVID-19 test results from the <--  
 22 completed testing under paragraph (3).

23 (5) A description of State laboratory COVID-19 testing  
 24 limitations, including limitations relating to acquiring  
 25 reagents or other components of the testing process.

26 (6) Demographic test result data, including age, sex,  
 27 race and ethnicity, as provided under subsection ~~(e)~~ (D). <--

28 ~~(e)~~ (D) Reporting requirements.--A health care provider <--  
 29 ordering COVID-19 testing shall report, as prescribed by the  
 30 Department of Health, a patient's self-reported demographic data

1 including age, sex, race and ethnicity.

2 ~~(d) (E) Expiration.--This section shall expire 60 days after <--~~  
3 ~~the expiration or termination of the proclamation of disaster~~  
4 ~~emergency issued by the Governor on March 6, 2020, published at~~  
5 ~~50 Pa.B. 1644 (March 21, 2020), and any renewal of the disaster~~  
6 ~~emergency declaration. DECEMBER 31, 2021. <--~~

7 ARTICLE XXVIII-G <--

8 WATER AND SEWER AUTHORITIES IN

9 CITIES OF THE SECOND CLASS

10 SECTION 2801-G. DEFINITIONS.

11 THE FOLLOWING WORDS AND PHRASES WHEN USED IN THIS ARTICLE  
12 SHALL HAVE THE MEANINGS GIVEN TO THEM IN THIS SECTION UNLESS THE  
13 CONTEXT CLEARLY INDICATES OTHERWISE:

14 "AUTHORITY." A WATER AND SEWER AUTHORITY OF A CITY.

15 "CITY." A CITY OF THE SECOND CLASS LOCATED IN A COUNTY OF  
16 THE SECOND CLASS.

17 "CITY PARK." A CITY-OWNED PARK THAT CONSISTS OF AT LEAST 50  
18 CONTIGUOUS ACRES.

19 "COMMISSION." THE PENNSYLVANIA PUBLIC UTILITY COMMISSION.

20 "COOPERATION AGREEMENT." THE COOPERATION AGREEMENT ENTERED  
21 INTO BETWEEN THE CITY AND THE AUTHORITY ON OCTOBER 3, 2019.

22 "SYSTEM." THE FOLLOWING, OWNED OR OPERATED BY THE AUTHORITY  
23 AND USED IN THE RENDERING OF WATER SERVICE AND SEWER SERVICE BY  
24 THE AUTHORITY:

25 (1) PLANTS, WAREHOUSES, EQUIPMENT, STRUCTURES,  
26 FACILITIES, LANDS, EASEMENTS, RIGHTS OF WAY, PUBLIC WATER  
27 LINES AND PUBLIC SEWER LINES.

28 (2) PATENTS, COPYRIGHTS, CONTRACTS WITH MUNICIPALITIES  
29 OR AUTHORITIES OUTSIDE THE BOUNDARIES OF THE CITY.

30 (3) WATER TREATMENT PLANTS, PUMPING FACILITIES,

1 RESERVOIRS, STORAGE TANKS, DISTRIBUTION MAINS, PUBLIC SERVICE  
2 LINES AND APPURTENANCES, PUBLIC SEWERS, INLETS, SEWER GRATES,  
3 MANHOLES, DIVERSION STRUCTURES, PUMPING STATIONS, FORCE MAINS  
4 PUBLIC SUBSURFACE STORM WATER CONVEYANCE LINES AND RELATED  
5 FACILITIES CONVEYING STORM WATER.

6 (4) PATENTS AND COPYRIGHTS OBTAINED BY THE CITY,  
7 ASSIGNED TO THE AUTHORITY, OR RETAINED DIRECTLY BY AUTHORITY  
8 AND RELATED TO THE DESIGN, OPERATION, MAINTENANCE,  
9 REPLACEMENT OR ABANDONMENT OF WATER, SEWER OR STORM WATER  
10 SYSTEMS.

11 (5) TANGIBLE PUBLIC PROPERTY, FIXED OR MOVEABLE.

12 (6) CAPITAL ADDITIONS CONSTRUCTED OR ACQUIRED RELATING  
13 TO WATER SERVICE AND SEWER SERVICE.

14 (7) FRANCHISES USED OR USEFUL TO THE AUTHORITY IN THE  
15 RENDERING OF WATER, SEWER AND STORM WATER SERVICE BY THE  
16 AUTHORITY AND OTHER AGREEMENTS BETWEEN THE CITY AND  
17 AUTHORITY.

18 SECTION 2802-G. COOPERATION AGREEMENT.

19 THE COOPERATION AGREEMENT SHALL HAVE THE FORCE AND EFFECT OF  
20 LAW UNTIL JANUARY 1, 2025, OR AN EARLIER TERMINATION DATE TO  
21 WHICH THE CITY AND AUTHORITY MUTUALLY AGREE. THE COOPERATION  
22 AGREEMENT SHALL GOVERN:

23 (1) CHANGES IN THE CITY AND AUTHORITY'S RIGHTS AND  
24 OBLIGATIONS RESULTING FROM THE ENACTMENT OF THE ACT OF  
25 DECEMBER 21, 2017 (P.L.1208, NO.65), ENTITLED "AN ACT  
26 AMENDING TITLE 66 (PUBLIC UTILITIES) OF THE PENNSYLVANIA  
27 CONSOLIDATED STATUTES, IN RATES AND DISTRIBUTION SYSTEMS,  
28 FURTHER PROVIDING FOR RATES TO BE JUST AND REASONABLE; AND  
29 PROVIDING FOR WATER AND SEWER AUTHORITIES IN CITIES OF THE  
30 SECOND CLASS," INCLUDING RATES PAID BY THE CITY TO THE

1 AUTHORITY FOR PUBLIC UTILITY SERVICE.

2 (2) THE DIVISION OF SERVICES RELATED TO THE SYSTEM.

3 (3) PAYMENTS BY THE CITY AND AUTHORITY TO THE OTHER  
4 BASED ON ACTUAL, VERIFIABLE, DIRECT EXPENSES AND IN  
5 ACCORDANCE WITH CUSTOMARY UTILITY PRACTICES UNDER 66 PA.C.S.  
6 PT. I (RELATING TO PUBLIC UTILITY CODE).

7 (4) PAYMENTS BY THE AUTHORITY TO THE CITY THAT SHALL BE  
8 SUBORDINATE TO EACH DEBT OBLIGATION OF THE AUTHORITY.

9 (5) COOPERATION BY THE CITY AND AUTHORITY IN THEIR  
10 RESPECTIVE CAPITAL PROJECTS WHICH MAY IMPACT EACH OTHER.

11 (6) RESPONSIBILITIES OF THE AUTHORITY WITH RESPECT TO  
12 CITY PARKS AND OTHER CITY PROPERTIES.

13 (7) OWNERSHIP OF THE SYSTEM.

14 (8) ROLES AND RESPONSIBILITIES OF THE CITY AND AUTHORITY  
15 WITH RESPECT TO THE SYSTEM.

16 SECTION 2803-G. EFFECT OF COOPERATION AGREEMENT.

17 A COOPERATION AGREEMENT ENTERED INTO BETWEEN THE CITY AND  
18 AUTHORITY ON OR BEFORE JANUARY 1, 2020, SHALL:

19 (1) NOTWITHSTANDING 66 PA.C.S. PT. I (RELATING TO PUBLIC  
20 UTILITY CODE), SUPERSEDE, DURING THE TERM OF THE COOPERATION  
21 AGREEMENT, ANY PROVISION OF 66 PA.C.S. PT. I, A COMMISSION  
22 REGULATION, POLICY STATEMENT, ORDER AND REGULATORY PROCEEDING  
23 AS THEY PERTAIN TO ISSUES COVERED BY THE COOPERATION  
24 AGREEMENT, INCLUDING THE AUTHORITY'S RATES, TERMS AND  
25 CONDITIONS OF SERVICE RENDERED TO THE CITY AND THE RESPECTIVE  
26 RIGHTS AND DUTIES BETWEEN THE AUTHORITY AND THE CITY.

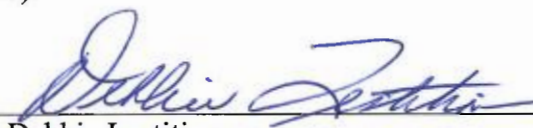
27 (2) REMAIN SUBJECT TO THE HOME RULE CHARTER OF A CITY.

28 Section 3. This act shall take effect immediately.

VERIFICATION

I, Debbie Lestitian, hereby state that: (1) I am the Chief Corporate Counsel and Chief of Administration for The Pittsburgh Water and Sewer Authority (“PWSA”); (2) the facts set forth in my testimony are true and correct (or are true and correct to the best of my knowledge, information and belief); and, (3) I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Date: August 18, 2020



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Debbie Lestitian  
Chief Corporate Counsel and Chief of  
Administration  
The Pittsburgh Water and Sewer Authority