



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
COMMONWEALTH KEYSTONE BUILDING
400 NORTH STREET, HARRISBURG, PA 17120

BUREAU OF
INVESTIGATION
&
ENFORCEMENT

April 24, 2020

Via Electronic Filing

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
Docket Nos. M-2018-2640802 & M-2018-2640803

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

I&E Answer in Opposition to the City of Pittsburgh's Petition to Intervene

Dear Secretary Chiavetta:

Enclosed please find the Bureau of Investigation and Enforcement's (I&E) **Answer in Opposition to the City of Pittsburgh's Petition to Intervene** in the above-captioned proceedings.

Consistent with Paragraph 8 of the Commission's March 20, 2020 Emergency Order at Docket No. M-2020-3019262 (Re: Suspension of Regulatory and Statutory Deadlines; Modification to Filing and Service Requirements), electronic copies only are being served on all active parties of record, as well as the City of Pittsburgh, as evidenced in the attached Certificate of Service. If you have any questions, please contact me at (717) 787-8754.

Respectfully,

John M. Coogan
Prosecutor
Bureau of Investigation and Enforcement
PA Attorney ID No. 313920
(717) 783-6151
jcoogan@pa.gov

JMC/jfm
Enclosures

cc: Hon. Mark A. Hoyer (*OALJ – PUC Pittsburgh, via email only*)
Hon. Conrad A. Johnson (*OALJ – PUC Pittsburgh, via email only*)
Per Certificate of Service

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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

**ANSWER OF THE
BUREAU OF INVESTIGATION AND ENFORCEMENT
IN OPPOSITION TO THE
CITY OF PITTSBURGH’S PETITION TO INTERVENE**

TO THE HONORABLE COMMISSION:

I. INTRODUCTION

This proceeding was initiated over 18 months ago when the Pittsburgh Water and Sewer Authority (“PWSA”) filed its proposed Compliance Plan on September 28, 2018.¹ Nonetheless, despite receiving multiple notices over the period of this proceeding and its exceedingly late posture, the City of Pittsburgh (“City”) now seeks to intervene.² Over this 18 month period, this proceeding has been extensively litigated through discovery, multiple rounds of testimony, evidentiary hearings, briefs and exceptions. The Pennsylvania Public Utility Commission’s (“Commission”) Bureau of Investigation and Enforcement (“I&E”) avers that the City’s attempted intervention in this case at this late date must be prohibited, first and foremost because it conflicts with the Commission’s regulation that provides that,

¹ Prior to PWSA’s filing, parties were also provided an opportunity to respond to the Commission’s January 18, 2018 Tentative Implementation Order, seeking input on the structure of the Compliance Plan proceeding, culminating in the Commission’s March 15, 2018 Final Implementation Order.

² The City filed its Petition to Intervene on April 9, 2020 (“City Petition”).

other than for statutory advocates, intervention will not be permitted once an evidentiary hearing has concluded absent extraordinary circumstances.³ I&E notes that the City is not a statutory advocate and that the evidentiary hearings in this case concluded on August 21, 2019. Additionally, as I&E will explain in the Answer below, no extraordinary circumstances exist here because the City was apprised on multiple occasions, by letters with verified service from PWSA, that its interests would be implicated in this proceeding.

As more fully set forth below,⁴ while multiple Compliance Plan notices were served upon the City Solicitor, the City Petition, signed by the Solicitor, alleges that the omission of formal notice deprived it of appropriate due process.⁵ I&E submits that the City's position is frivolous and strains credulity because it ignores the multiple forms of notice it received and relies upon adoption of the premise that prospective litigants need only defend their interest in adjudicative proceedings when they know in advance that the ultimate ruling will be adverse to their interest. Now, although the City elected not to intervene in this proceeding, it attempts to disturb the outcome because it is dissatisfied with the result. By doing this, the City has successfully dodged any accountability in the underlying case, circumvented any obligation to answer discovery, and failed to develop and defend any evidentiary record. Now, through its petition, it seeks to intervene in a case to overturn key components of the Commission's Final Order issued on March 26, 2020.

Even if the City's untimely petition to intervene were to be granted, the City will be granted intervention in a case that has had its evidentiary record closed for over six months, prohibiting it from offering any evidence to support its claims. Here, the City elected not to

³ 52 Pa. Code § 5.74, *Filing of petitions to intervene*.

⁴ See Paragraph 18 of I&E's Answer.

⁵ City Petition, p. 5, Paragraph 18.

intervene in this case to represent any interests, and its attempt to now insert itself after the close of the evidentiary record cannot grant it retroactive party status. In fact, it is well-settled that intervenors must take the record as they find it at the time of intervention.⁶ Additionally, intervention is not appropriate, especially at this exceedingly late stage, because PWSA took the liberty of arguing many positions on behalf of the City already; therefore, the arguments the City seeks to reopen through its intervention were already heard and rejected by this Commission. Lastly, the City provides no authority to support its apparent position that it should be permitted to enter this case after it concluded and attempt to reverse its outcome simply because it is unhappy with the result. Accordingly, as supported in the response below, the City's meritless petition should be denied.

II. THE CITY OF PITTSBURGH'S PETITION TO INTERVENE

1. Admitted.
2. Admitted in part, denied in part. To the extent that the averments of this paragraph are consistent with 52 Pa. Code § 5.72, they are admitted. To the extent that the averments are inconsistent with 52 Pa. Code § 5.72, they are denied.
3. Admitted in part, denied in part. To the extent that the averments of this paragraph are consistent with 52 Pa. Code § 5.72, they are admitted. To the extent that the averments are inconsistent with 52 Pa. Code § 5.72, they are denied.

⁶ *Commonwealth of Pennsylvania, et al. v. IDT Energy, Inc.*, 2015 WL 2164637, at *4 (Pa. P.U.C. 2015), citing Final Rulemaking for the Revision of Chapters 1, 3 and 5 of Title 52 of the Pennsylvania Code Pertaining to Practice and Procedure Before the Commission, Docket No. L-00020156, Order (entered Jan. 4, 2006).

4. Admitted in part, denied in part. To the extent that the averments of this paragraph are consistent with the cited authorities, they are admitted. To the extent that the averments are inconsistent with the cited authorities, they are denied.

5. Admitted in part, denied in part. To the extent that the averments of this paragraph are consistent with the cited authorities, they are admitted. To the extent that the averments are inconsistent with the cited authorities, they are denied.

6. Admitted upon information and belief.

7. I&E is without information sufficient to admit or deny the allegations of Paragraph 7; therefore, they are denied.

8. Denied. The record in this case indicates that PWSA originally served as a financing authority. It was not until 1995, pursuant to a Cooperation Agreement between PWSA and the City, effective January 1, 1995, PWSA assumed responsibility from the City for day-to-day operations of Pittsburgh's water and wastewater systems.⁷

9. I&E is without information sufficient to admit or deny the allegations of Paragraph 9; therefore, they are denied.

10. I&E is without information sufficient to admit or deny the allegations of Paragraph 10; therefore, they are denied.

11. Admitted in part, denied in part. Upon information and belief, it is admitted that PWSA operates the City's water and sewer system as the City is currently the owner of the water and sewer system, consistent with the evidentiary record in this case.⁸ By way of further response, the evidentiary record also reveals that PWSA has fulfilled its lease payment

⁷ PWSA Compliance Plan, p. 14.

⁸ PWSA St. No. C-2, p. 13.

obligations to the City, and that the City is now bound to permit PWSA to purchase the assets at issue for \$1.⁹ I&E is without information sufficient to admit or deny the remaining allegations of Paragraph 11; therefore, they are denied.

12. Admitted in part, denied in part. Consistent with the record in this case,¹⁰ it is admitted only that PWSA and the City entered into a Capital Lease Agreement in 1995. I&E lacks sufficient information to admit or deny the remaining allegations of this paragraph; therefore, they are denied.

13. Admitted in part, denied in part. To the extent that the allegations in Paragraph 13 are consistent with the 1995 Cooperation Agreement, they are admitted. To the extent that the allegations are inconsistent with the 1995 Cooperation Agreement, they are denied.

14. Admitted upon information and belief.

15. Admitted in part, denied in part. It is admitted that the 2019 Cooperation Agreement purports to be effective as of October 3, 2019. It is denied that the Cooperation Agreement became effective on October 3, 2019 because the Commission has not approved the contract pursuant to 66 Pa. C.S. § 507. By way of further response, the City and PWSA may not contract around PWSA's obligations as a jurisdictional utility.

16. Admitted in part, denied in part. It is admitted that the 2019 Cooperation Agreement purports to be effective as of October 3, 2019. It is denied that the Cooperation Agreement became effective on October 3, 2019 because the Commission has not approved the contract pursuant to 66 Pa. C.S. § 507. By way of further response, the City and PWSA may not contract around PWSA's obligations as a jurisdictional utility.

⁹ Id.

¹⁰ PWSA Compliance Plan, PWSA St. No. C-2, p. 13.

17. Admitted in part, denied in part. It is admitted that the averments in this paragraph summarize the City's beliefs regarding the 2019 Cooperation Agreement and its opinion of the appropriate venue for the Commission's review, comment, or revision of the Cooperation Agreement. It is denied that the City's beliefs regarding the 2019 Cooperation Agreement are determinative of whether that document was negotiated in an arm's length manner. It is further denied that the City has provided any basis to dictate the venue in which the Commission may exercise its authority. Finally, it is denied that the Commission reviewed or revised the 2019 Cooperation Agreement as part of this proceeding, as the Commission simply indicated that, consistent with the Public Utility Code, PWSA should conduct business transactions with the City on a transactional basis until a new Cooperation Agreement is reviewed and approved by the Commission.¹¹

18. The allegations of the paragraph contain legal conclusions to which no response is required. To the extent that any response is deemed to be required, it is denied that the City did not have notice of the opportunity to participate in or the subject matters of this proceeding, as the City has been served with, at least, the following forms of notice:

- In accordance with its Settlement obligations in Pa. P.U.C. v. PWSA, R-2018-3002645 et al, PWSA certified service of a letter to Solicitor for the City of Pittsburgh (December 13, 2018). A copy of this letter is attached and incorporated herein as Exhibit A. Among other things, the letter contained in Exhibit A expressly notifies City Solicitor Hilton that the PWSA/City Cooperation Agreement is being reviewed by the Commission in the Compliance Plan case, and provides docket information and information necessary to enable the City's participation in an upcoming Prehearing Conference.

¹¹ Final Order at 179.

- In accordance with its Settlement obligations in Pa. P.U.C. v. PWSA, R-2018-3002645 et al, PWSA certified service of a letter on January 28, 2019 to City Solicitor Hilton. Along with the letter, PWSA provided City Solicitor Hilton with a link to its rate case settlement approved by the Administrative Law Judges, and the settlement indicated that City-related issues would be addressed in the Compliance Plan case.¹²
- In accordance with its Settlement obligations in Pa. P.U.C. v. PWSA, R-2018-3002645 et al PWSA certified service of its Compliance Plan Supplement upon City Solicitor Hilton on February 1, 2019.¹³

Finally, aside from the express notice sent to the City Solicitor, I&E avers that it is likely that the City received information from the PWSA Board during the pendency of this case. Specifically, I&E understands that during the pendency of this case, of the PWSA board members,¹⁴ four were currently or formerly employed by the City or elected representatives of the City. Paul Leger is former Finance Director to the current Mayor; James Turner is former Finance Director, Budget Director, and Chief Administrative Officer for the City; Margaret Lanier is current City Finance Director and Treasurer; and Deborah Gross is a current City Council member.¹⁵

19. The allegations of the paragraph contain legal conclusions to which no response is required. To the extent that any response is deemed to be required, it is denied that the City did not have notice of the opportunity to participate in or the subject matters of this proceeding, as explained in Paragraph 18 above.

¹² <http://www.puc.state.pa.us/pcdocs/1603973.pdf>

¹³ <http://www.puc.state.pa.us/pcdocs/1605098.pdf>

¹⁴ In accordance with the City's home rule charter, PWSA Board members are appointed by the Mayor of the City and confirmed by the City Council. Currently, PWSA's Board includes six members. <https://www.pgh2o.com/about-us/board-board-meetings>.

¹⁵ Ms. Gross was recently replaced on the PWSA Board with another City Councilmember, Erika Strassburger.

20. The averments contained in this paragraph are statements of the City's conclusions regarding the 2019 Cooperation Agreement to which no response is required. To the extent that any response is determined to be necessary, I&E denies that the City's characterizations are accurate and strict proof of same is required. By way of further response, the City may elect to pursue its arguments regarding the 2019 Cooperation Agreement by pursuing intervention in the open Commission docket at U-2020-3015258 if it wishes to advance its position regarding the 2019 Cooperation Agreement.

21. The averments contained in this paragraph are statements of the City's conclusions regarding the 2019 Cooperation Agreement and 1995 Capital Lease Agreement to which no response is required. To the extent that any response is determined to be necessary, I&E denies that the City's characterizations are accurate and strict proof of same is required. By way of further response, the City may elect to pursue its arguments regarding the 2019 Cooperation Agreement by pursuing intervention in the open Commission docket at U-2020-3015258 if it wishes to advance its position regarding the 2019 Cooperation Agreement.

22. The averments contained in this paragraph are statements of the City's conclusions regarding the 2019 Cooperation Agreement to which no response is required. To the extent that any response is determined to be necessary, I&E denies that the City's characterizations are accurate and strict proof of same is required. By way of further response, the City may elect to pursue its arguments regarding the 2019 Cooperation Agreement by pursuing intervention in the open Commission docket at U-2020-3015258 if it wishes to advance its position regarding the 2019 Cooperation Agreement.

23. The averments contained in this paragraph are statements of the City's conclusions regarding the 2019 Cooperation Agreement to which no response is required. To the extent that any response is determined to be necessary, I&E denies that the City's conclusions are accurate and strict proof of same is required. By way of further response, the City may elect to pursue its arguments regarding the 2019 Cooperation Agreement by pursuing intervention in the open Commission docket at U-2020-3015258 if it wishes to advance its position regarding the 2019 Cooperation Agreement.

24. Denied. I&E is without information sufficient to admit or deny the City's or PWSA's motivations for "negotiating" the Cooperation Agreement, therefore I&E denies the City's averments regarding such motivations. Finally, while subsections (1) through (8) of this paragraph appear to summarize the certain Cooperation Agreement terms, without proof, I&E denies that these terms are consistent with PWSA's obligations as a jurisdictional utility.

25. The allegation contained in this paragraph is a conclusion to which no response is required, as well as the City's characterizations regarding PWSA's litigation strategy. To the extent that a response is deemed to be required, they are denied as they are unsupported conclusions with no basis in the record. Additionally, the City's claims regarding any consideration of the 2019 Cooperation Agreement in this proceeding belie the notices set forth in I&E's response to Paragraph 18, above, which provides proof that the City was put on express notice that the Cooperation Agreement would be addressed in this case, but it took no position on this matter until after the case concluded.

26. The allegations of the paragraph contain legal conclusions to which no response is required, as well as the City's characterizations of the ALJs' determination. To the extent that a response is deemed to be required, the City's claims are denied as they are

unsupported conclusions with no basis in the record. Additionally, the City's claims regarding any consideration of the 2019 Cooperation Agreement in this proceeding belie the notices set forth in I&E's response to Paragraph 18, above, which provides proof that the City was put on express notice that the Cooperation Agreement would be addressed in this case, but it took no position on this matter until after the case concluded.

27. Denied. The averments contained in this paragraph are statements of the City's beliefs regarding the appropriateness of the scope of this proceeding to which no response is required. To the extent that any response is determined to be necessary, I&E denies that the City's beliefs are warranted or provide an appropriate basis for relief. By way of further belief, the City's claims regarding any consideration of the 2019 Cooperation Agreement in this proceeding belie the notices set forth in I&E's response to Paragraph 18, above, which provides proof that the City was put on express notice that the Cooperation Agreement would be addressed in this case, but it took no position on the matter until after the case concluded.

28. Denied. The averments contained in this paragraph are statements of the City's beliefs regarding the appropriateness of the scope of this proceeding to which no response is required. To the extent that any response is determined to be necessary, I&E denies that the City's beliefs are warranted or provide an appropriate basis for relief. PWSA had ample opportunity to present its position in this proceeding. Additionally, the City's claims regarding any consideration of the 2019 Cooperation Agreement in this proceeding belie the notices set forth in I&E's response to Paragraph 18, above, which provides proof that the City was put on express notice that the Cooperation Agreement would be addressed in this case, but it took no position on the matter until after the case concluded. By way of

further response, the City may elect to pursue its arguments regarding the 2019 Cooperation Agreement by pursuing intervention in the open Commission docket at U-2020-3015258 if it wishes to advance its position regarding the 2019 Cooperation Agreement.

29. The allegations of the paragraph contain legal conclusions, as well as the City's opinion to which no response is required. To the extent that a response is deemed to be required, they are denied as they are unsupported conclusions with no basis in the record. The City's claims regarding the harm it alleges and its purported right to intervention belie the notices set forth in I&E's response to Paragraph 18, above, which provides proof that the City was put on express notice that the Cooperation Agreement would be addressed in this case, but it took no position on this matter until after the case concluded.

30. The allegations of the paragraph contain legal conclusions to which no response is required. If a response is deemed to be required, to the extent that the City's averments regarding 42 Pa. C.S. § 8541 et seq are consistent with 42 Pa. C.S. § 8541 et seq, they are admitted. To the extent that the City's averments are inconsistent with 42 Pa. C.S. § 8541 et seq. Finally, it is denied that the City's averments constitute a valid, timely, or sufficient basis for intervention.

31. The allegations of the paragraph contain legal conclusions to which no response is required. If a response is deemed to be required, to the extent that the City's averments regarding 42 Pa. C.S. § 8542(b)(5) are consistent with 42 Pa. C.S. § 8542(b)(5), they are admitted. To the extent that the City's averments are inconsistent with 42 Pa. C.S. § 8542(b)(5), they are denied. Finally, it is denied that the City's averments constitute a valid, timely, or sufficient basis for intervention.

32. The allegations of the paragraph contain legal conclusions to which no response is required. To the extent that any response is determined to be necessary, I&E denies that the City's beliefs are warranted or provide an appropriate basis for relief. By way of further response, the City's claims alleging exposure under the Tort Act are not supported nor tied to the record in this case and do not articulate a valid basis for untimely and unwarranted intervention. To the extent that the City wished to address issues of liability, which it does not tie to any outcome of this case, it had ample opportunity to develop these issues, but elected to waive that opportunity. The City's opportunity to participate in this case were made expressly clear to the City through the notices set forth in I&E's response to Paragraph 18, above, which provide proof that the City was put on express notice that the Cooperation Agreement would be addressed in this case, but it took no position on the matter until after the case concluded.

33. The allegations of the paragraph contain legal conclusions to which no response is required. If a response is deemed to be required, to the extent that the City's averments regarding the Tort Claims Act are consistent with the Tort Claims Act, they are admitted. To the extent that the City's averments are inconsistent with the Tort Claims Act, they are denied. Finally, it is denied that the City's averments constitute a valid, timely, or sufficient basis for intervention.

34. The allegations of the paragraph contain legal conclusions to which no response is required. To the extent that a response is deemed to be required, I&E is without information sufficient to admit or deny these allegations; therefore, they are denied. Finally, it is denied that the City's averments constitute a valid, timely, or sufficient basis for intervention.

35. Admitted in part, denied in part. It is admitted that the enumerated issues were addressed in some capacity in the Commission’s Opinion and Order. It is denied that the issues “effect” the City because the City elected not to provide any evidence during the pendency of the case in order to substantiate this claim.

36. The allegations of the paragraph contain legal conclusions to which no response is required. To the extent that a response is required, these allegations are denied, as while they may be the City’s “beliefs” they fail to recognize that the Pennsylvania General Assembly explicitly empowered the Commission with authority over issues related to the PWSA’s compliance with the Public Utility Code, Commission regulations, and Commission orders.

37. The allegations of the paragraph contain legal conclusions to which no response is required. To the extent that any response is determined to be necessary, I&E denies that the City’s beliefs are warranted or provide an appropriate basis for relief. The City’s claims regarding any consideration of the 2019 Cooperation Agreement in this proceeding belie the notices set forth in I&E’s response to Paragraph 18, above, which provides proof that the City was put on express notice that the Cooperation Agreement would be addressed in this case, but it took no position on the matter until after the case concluded.

38. Admitted upon information and belief.

39. Admitted upon information and belief.

40. Admitted upon information and belief.

III. CONCLUSION

WHEREFORE, for the reasons set forth above, the Bureau of Investigation and Enforcement respectfully requests that the Commission deny the City of Pittsburgh's Petition to Intervene.

Respectfully submitted,

A handwritten signature in black ink, consisting of a large, stylized loop followed by a horizontal line extending to the right.

John M. Coogan
Prosecutor
Attorney ID No. 313920

Gina L. Miller
Prosecutor
Attorney ID No. 313863

Bureau of Investigation and Enforcement
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor West
Harrisburg, Pennsylvania 17120

Dated: April 24, 2020

I&E
Exhibit A



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December 13, 2018

Yvonne S. Hilton, Esquire
Solicitor for the City of Pittsburgh
414 Grant Street – City County Building
3rd Floor – Law Department
Pittsburgh PA 15219

RE: Pennsylvania Public Utility Commission, et al. v. Pittsburgh Water and Sewer Authority; Docket Nos. R-2018-3002645 and R-2018-3002647, et al. Notice to the City of Pittsburgh

Dear Ms. Hilton:

Pursuant to the Settlement Agreement with the Pennsylvania Public Utility Commission (“PUC” or “Commission”),¹ The Pittsburgh Water and Sewer Authority (“PWSA” or “Authority”) agreed to formally notify the City of Pittsburgh (“City”) that the Cooperation Agreement² is being reviewed by the Commission in PWSA’s Compliance Plan Filing proceeding,³ and that PWSA’s Long Term Infrastructure Improvement Plan (“LTIIIP”) Filing⁴ is pending with the Commission.

¹ The Settlement Agreement was reached by certain active parties (collectively, the “Joint Petitioners”) in the July 2, 2018 base rate increase filing. That settlement must be reviewed and approved by the Commission.

² The Cooperation Agreement between PWSA and the City is attached as Appendix B to the Compliance Plan. See footnote 3.

³ PWSA’s Compliance Plan filing is at Docket Nos. M-2018-2640802 (water) and M-2018-2640803 (wastewater). The Compliance Plan filing consists of six documents:

(1) PWSA’s Petition for approval of its Compliance Plan which can be found at:
<http://www.puc.state.pa.us/pcdocs/1587752.pdf>;

(2) PWSA’s Compliance Plan which can be found at: <http://www.puc.state.pa.us/pcdocs/1587758.pdf>;

(3) Attachment 1 to the Compliance Plan which can be found at:
<http://www.puc.state.pa.us/pcdocs/1587760.pdf>

(4) Appendix A (copy of PWSA – Focusing on the Future) to the Compliance Plan which can be found at:
<http://www.puc.state.pa.us/pcdocs/1587762.pdf>

(5) Appendix B (copy of Cooperation Agreement) to the Compliance Plan which can be found at:
<http://www.puc.state.pa.us/pcdocs/1587764.pdf>

(6) Appendix C (copy of LTIIIP) to the Compliance Plan which can be found at:
<http://www.puc.state.pa.us/pcdocs/1587756.pdf>

⁴ PWSA’s LTIIIP filing is at Docket Nos. P-2018-3005037 (water) and P-2018-3005039 (wastewater). The LTIIIP filing consists of two documents:

(1) PWSA’s Petition for Approval of the LTIIIP can be found at:
<http://www.puc.state.pa.us/pcdocs/1587766.pdf>.

Yvonne S. Hilton, Esquire
Solicitor for the City of Pittsburgh

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As part of the Settlement Agreement,⁵ PWSA agreed to serve the City with a copy of PWSA's Compliance Plan Filing and PWSA's LTIIP Filing. Physical copies are enclosed. Additional public documents associated with the Compliance Plan and LTIIP can be accessed at the following links on the Commission's website:⁶

- **Compliance Plan:**
 - **Water (Docket No. M-2018-2640802):**
http://www.puc.state.pa.us/about_puc/consolidated_case_view.aspx?Docket=M-2018-2640802
 - **Wastewater (Docket No. M-2018-2640803):**
http://www.puc.state.pa.us/about_puc/consolidated_case_view.aspx?Docket=M-2018-2640803

- **LTTIP:**
 - **Water (P-2018-3005037):**
http://www.puc.state.pa.us/about_puc/consolidated_case_view.aspx?Docket=P-2018-3005037
 - **Wastewater (P-2018-3005039):**
http://www.puc.state.pa.us/about_puc/consolidated_case_view.aspx?Docket=P-2018-3005039

Please note the following: (a) a Prehearing Conference is scheduled in PWSA's Compliance Plan for Thursday, December 20, 2018 at 10:00 a.m.⁷ The assigned Administrative Law Judges will preside from a 2nd Floor Hearing Room, Piatt Place, Suite 220, 301 Fifth Avenue, Pittsburgh, Pennsylvania 15222. Parties and representatives may appear in person at the location above or

(2) PWSA LTIIP can be found at: <http://www.puc.state.pa.us/pcdocs/1587767.pdf>.

⁵ Settlement at ¶ III.G.a.i.(c).(3). The Settlement is available at: <http://www.puc.state.pa.us/pcdocs/1596546.pdf>. The exhibits to the settlement are at: PWSA Exhibit 1, <http://www.puc.state.pa.us/pcdocs/1596548.pdf>; PWSA Exhibit 1a, <http://www.puc.state.pa.us/pcdocs/1596550.pdf>; PWSA Exhibit 2, <http://www.puc.state.pa.us/pcdocs/1596552.pdf>; and PWSA Exhibits 2a and 3, <http://www.puc.state.pa.us/pcdocs/1596554.pdf>.

⁶ The general search page on the Commission's website can be found at: http://www.puc.state.pa.us/about_puc/search_results.aspx.

⁷ PreHearing Order, Docket Nos. M-2018-2640802 and M-2018-2640803, which is available at: <http://www.puc.state.pa.us/pcdocs/1597316.docx>.

Yvonne S. Hilton, Esquire
Solicitor for the City of Pittsburgh

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by telephone;⁸ and (b) PWSA has agreed (as part of the Settlement⁹) to file a motion to consolidate PWSA's Compliance Plan and LTIIP.

In addition, it should also be noted that to the extent that PWSA revises, supplements, or re-files its Compliance Filing and/or LTIIP Filing, PWSA has agreed (as part of the Settlement Agreement) to serve the City with a copy of such filings at the same time that other parties are served and to include the City on the certificate of service that PWSA must file with the Commission.

Copies of this letter are being served in accordance with the attached Certificate of Service.

If you have any questions, please contact either me or Dan Clearfield (717.237.7173; dclearfield@eckertseamans.com). Thank you.

Sincerely,



Carl R. Shultz

CRS/jls
Enclosure

cc: Rosemary Chiavetta, Secretary w/out enc.
Hon. Mark Hoyer w/out enc.
Hon. Conrad Johnson w/out enc.
Cert. of Service w/out enc.

⁸ *Id.* See also Prehearing Conference Notice, Docket Nos. M-2018-2640802 and M-2018-2640803, which is available at: <http://www.puc.state.pa.us/pcdocs/1596734.docx>. The parameters for the Compliance Plan proceeding were established in Secretarial Letters issued on September 26, 2018 (<http://www.puc.state.pa.us/pcdocs/1587126.docx>) and November 27, 2018 (<http://www.puc.state.pa.us/pcdocs/1595705.docx>), at Docket Nos. M-2018-2640802 (water) and M-2018-2640803 (wastewater).

⁹ Settlement at ¶ III.H.1.

CERTIFICATE OF SERVICE

I hereby certify that this day I served a copy of the foregoing Notification Letter, upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa.

Code Section 1.54.

Via Email Only

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Dated: December 13, 2018



Carl R. Shultz, Esquire

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Implementation of Chapter 32 of the Public : Docket Nos. M-2018-2640802
Utility Code Regarding Pittsburgh Water and : M-2018-2640803
Sewer Authority – Stage 1 :

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

VERIFICATION

I, John M. Coogan, Prosecutor of the Pennsylvania Public Utility Commission's Bureau of Investigation and Enforcement, hereby state that the facts set forth above are true and correct to the best of my knowledge, information and belief and that 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: April 24, 2020



Prosecutor
Pennsylvania Public Utility Commission
Bureau of Investigation and Enforcement
Commonwealth Keystone Building
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**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Implementation of Chapter 32 of the Public Utility Code re Pittsburgh Water and Sewer Authority – Stage 1 : Docket Nos. M-2018-2640802
: M-2018-2640803
:

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

CERTIFICATE OF SERVICE

I hereby certify that I am serving the foregoing **Answer in Opposition to the City of Pittsburgh’s Petition to Intervene**, dated April 24, 2020 in the manner and upon the persons listed below:

Served via Electronic Mail Only

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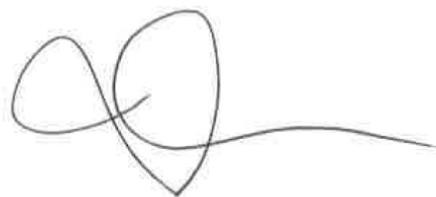
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