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March 6, 2026

VIA EFILING
Matthew L. Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Bldg.
400 North Street
Harrisburg, PA 17120

**Re: Application of the City of Pittston, Nunc Pro Tunc, Pursuant To 66 Pa. C.S. § 1102(A), for a Certificate of Public Convenience to Offer, Furnish, Render, and Supply Wastewater Service to the Public in Certain Portions of the Borough of Duryea, the Borough of Hughestown and Pittston Township, All in Luzerne County, Pennsylvania
Docket No. A-2026-3059911**

Dear Secretary Homsher:

Please find enclosed for filing the Wyoming Valley Sanitary Authority's Prehearing Conference Memorandum for the above-referenced matter. If you have any questions or concerns, please feel free to contact me at the address listed above.

Very Truly Yours,

SALZMANN HUGHES, P.C.

/s/ Lee Stinnett II
E. Lee Stinnett II

Enclosure

cc: Christopher P. Pell, Esq., Deputy Chief Administrative Law Judge
Barbara Shadie Nause, Esq., Administrative Law Judge
Certificate of Service

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In re Application of the City of Pittston, <i>Nunc Pro Tunc</i> ,	:	
Pursuant to 66 Pa.C.S. § 1102(A), for a certificate of	:	
Public convenience to offer, furnish, render, and supply	:	
Wastewater service to the public in certain portions of	:	
the Borough of Duryea, the Borough of Hughestown and	:	Docket No. A-2026-3059911
Pittston Township, all in Luzerne County, Pennsylvania	:	
	:	
In re: filing of the City of Pittston under Section 507	:	
of the Pennsylvania Public Utility Code, 66 Pa.C.S. § 507,	:	Docket No. U-_____
for the approval of certain agreements	:	
	:	

**PREHEARING CONFERENCE MEMORANDUM
OF THE WYOMING VALLEY SANITARY AUTHORITY**

Pursuant to the Prehearing Conference Order dated February 26, 2026, the Wyoming Valley Sanitary Authority (“WVSA”) hereby submits the following Prehearing Conference Memorandum with respect to the above-referenced proceeding.

I. HISTORY OF THE PROCEEDING

On January 16, 2026, the City of Pittston (“Pittston City”) filed this application, *nunc pro tunc*, seeking a certificate of public convenience to provide wastewater collection and conveyance services to portions of the Borough of Duryea, the Borough of Hughestown, and Pittston Township, as well as certificate of filing or approval of certain agreements pursuant to 66 Pa.C.S. § 507 (“Application”). This Application was prompted by Pittston City’s intended sale of its wastewater collection and conveyance assets to Pennsylvania-American Water Company (“PAWC”) pursuant to an Asset Purchase Agreement dated as of May 30, 2025. Contemporaneously with the Application in this docket, PAWC has filed a separate application seeking the Commission’s approval of the varied aspects of that proposed transaction at the Commission’s Docket No. A-2025-3056419.

WVSA is a joint municipal authority that provides wastewater conveyance and treatment services to 36 municipalities and municipal authorities in Luzerne County, including Pittston City. Pittston City is one of the 14 member municipalities that incorporated WVSA and, as a result, Pittston City holds a seat on WVSA's governing Board of Directors. Pittston City owns and operates a combined stormwater and sanitary sewer collection and conveyance system (the "System") serving customers within Pittston City and certain other customers as outlined in the Application.

The System interconnects with WVSA's intercepting/conveyance facilities and ultimately the wastewater conveyed from the System is treated by WVSA at the WVSA Wastewater Treatment Plant pursuant to the contractual relationships that were established in the 1960s. WVSA and Pittston City are parties to a Service Agreement dated September 8, 1965, as amended by the Supplemental Service Agreement dated December 1, 1965 (together, the "Service Agreement"). The Service Agreement is the subject of Pittston City's request under Section 507, 66 Pa.C.S. § 507. The Service Agreement's term is expressly made perpetual and is tied to WVSA's very existence. Additionally, as long as the Service Agreement is in effect, Pittston City covenanted that it "will not use any other treatment facilities for sewage collected within [Pittston City]" and that it "will not compete with [WVSA's] facilities or permit any other agency to do so." (Service Agreement, Part I, Section 2.)

In addition to the Service Agreement, WVSA and Pittston City are also parties to an "Intergovernmental Cooperation Agreement for the Creation and Implementation of the Wyoming Valley Regional Stormwater Management Program" dated June 12, 2017 (the "Stormwater Agreement"). The Stormwater Agreement is the product of a regional effort in stormwater management to, among other things, satisfy Pennsylvania Department of Environmental

Protection (DEP) Municipal Separate Storm Sewer (MS4) permit requirements for 32 municipalities within WVSA's service territory.

The Stormwater Agreement grants WVSA "the ongoing option to lease or purchase any and all BMP Projects and stormwater systems, both separate and combined sewer and stormwater systems, located within a Municipality's boundaries in existence prior to execution of this Agreement. Such purchases shall remain within WVSA's sole discretion and any purchase price shall be negotiated by the parties in good faith." (Stormwater Agreement, Sec. 4.C.) Significant portions of Pittston City's sanitary collection System, approximately 60%-70%, are combined with its stormwater collection system. All of them are subject to the APA between Pittston City and Pennsylvania American Water Company.

Pittston City and WVSA are also parties to an agreement entitled "Agreement Relating to Operation, Maintenance and Repair of the City of Pittston Sanitary Sewer Collection System" dated February 18, 2003 (the "2003 O&M Agreement"). Under the 2003 O&M Agreement, WVSA would provide periodic inspections, routine maintenance, and minor repair services for Pittston City's System ("O&M Services"), without charge, up to a maximum value of \$25,000.00 per year.

Despite the magnitude of Pittston City's anticipated transaction with PAWC, the subject matter of Pittston's Application, and WVSA's contractual and practical entanglement with the same, WVSA was omitted from discussions and negotiations regarding these matters. WVSA has no agreement, written or unwritten, with PAWC, objects to the APA, and protests Pittston City's instant Application, particularly to the extent the Application is exclusively intended to facilitate the transactions contemplated by the APA.

By Secretarial Letter dated January 20, 2026, the Commission notified Pittston City that it accepted its Application for filing. The deadline to file protests and petitions to intervene was February 16, 2026. On February 16, 2026, WVSA filed a Petition to Intervene and Protest, requesting that the Commission grant its Petition to Intervene and deny Pittston City's Application, and further requesting that the Commission reject Pittston City's request for expedited review. An Initial Prehearing Telephonic Conference is scheduled for March 11, 2026.

II. PROPOSED PLAN AND SCHEDULE OF DISCOVERY

WVSA does not propose any specific modifications to the Commission's rules pertaining to discovery, but is amenable to working with other parties to achieve a plan and schedule of discovery acceptable to all parties and the ALJ.

III. POSSIBILITY OF SETTLEMENT

WVSA is willing to discuss settlement proposals with the balance of the parties to this proceeding to facilitate an effective and timely resolution of this matter where possible.

WVSA anticipates that it may be in a position to withdraw its protest in advance of the prehearing conference. In the event that occurs following additional discussion with the parties, WVSA would intend to remain an intervenor in the matter and participate in any settlement that may be achieved.

IV. ISSUES

As set forth in WVSA's Petition to Intervene, WVSA identified the following issues relating to Pittston City's Application:

(A) The Application and Pittston City's intended sale to PAWC violates the Commission's policy favoring regionalization.

(B) The Application and Pittston City's intended sale to PAWC will not provide an

affirmative benefit to the public. Rather, it will be detrimental to the public, including ratepayers within WWSA's treatment service territory and PAWC's existing ratepayers across its system.

(C) The Application and Pittston City's intended sale to PAWC disregard the ability of WWSA, the joint authority and regional wastewater provider, to offer direct service in the Borough of Hughestown, Borough of Duryea, and Pittston Township in a manner that is more cost-effective and furthers the goal of regionalization in the area.

(D) The service subject to the instant Application and Pittston City's intended sale to PAWC affect several existing agreements between Pittston City and WWSA, as explained above. Pittston City has failed to account for all of them as part of its Application and, in any case, is attempting to assign those contractual obligations and liabilities in a manner that it is not permitted to do without WWSA's consent.

V. AMOUNT OF HEARING TIME NEEDED

At this early stage, WWSA estimates one day is needed for hearing time.

VI. PROPOSED WITNESSES

At this early stage, WWSA anticipates that it will present testimony from the following:

- A. Andrew Reilly
WWSA Chief Executive Officer
179 S. Wyoming Ave
Kingston, PA 18704

- B. Samantha Albert
WWSA Chief Technical Officer
179 S. Wyoming Ave
Kingston, PA 18704

- C. Paul Keating
WWSA Chief Financial Officer
179 S. Wyoming Ave
Kingston, PA 18704

The testimony of these witnesses will explain WWSA's rights and obligations relevant to

the Application, namely the Service Agreement and the Stormwater Agreement. It is anticipated that such testimony will include, but not be limited to, explaining WVSA's service area, municipal customers and their agreements, rates and charges schedules, and billing arrangements.

WVSA reserves the right to identify and present the testimony of additional witnesses, as necessary in direct or rebuttal phases of these proceedings, in accordance with the schedule adopted in this proceeding.

VII. SCHEDULE OF SUBMISSION OF TESTIMONY, HEARINGS AND BRIEFS

WVSA is amenable to working with other parties to achieve a plan and schedule of litigation acceptable to all parties and the ALJ.

VIII. OTHER MATTERS

None at this time.

WHEREFORE, WVSA submits this Prehearing Conference Memorandum in anticipation of the Prehearing Conference currently scheduled for March 11, 2026.

Respectfully submitted,

SALZMANN HUGHES, P.C.

Date: March 6, 2026

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CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing Prehearing Conference Memorandum upon parties of record in this proceeding in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant), in the manner and upon the persons listed below:

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SALZMANN HUGHES, P.C.

Dated: March 6, 2026

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Counsel for WWSA