

COMMONWEALTH OF PENNSYLVANIA



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December 5, 2018

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

Re: Pennsylvania Public Utility Commission  
v.  
Pittsburgh Water and Sewer Authority  
Docket Nos. R-2018-3002645 (w)  
R-2018-3002647 (ww)

Dear Secretary Chiavetta:

Attached for electronic filing please find the Office of Consumer Advocate's Statement in Support of Settlement in the above-referenced proceeding.

Copies have been served per the attached Certificate of Service.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lauren M. Burge".

Lauren M. Burge  
Assistant Consumer Advocate  
PA Attorney I.D. 311570  
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Enclosures:

cc: Honorable Mark A. Hoyer  
Honorable Conrad A. Johnson  
Certificate of Service  
\*263159

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pennsylvania Public Utility Commission	:	
	:	
v.	:	Docket Nos. R-2018-3002645 (Water)
	:	R-2018-3002647 (Wastewater)
Pittsburgh Water and Sewer Authority	:	

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STATEMENT OF THE  
OFFICE OF CONSUMER ADVOCATE  
IN SUPPORT OF SETTLEMENT

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The Office of Consumer Advocate (OCA), one of the signatory parties to the Joint Petition for Settlement (Settlement), finds the terms and conditions of the Settlement to be in the public interest for the following reasons:

**I. INTRODUCTION**

**A. Background**

On July 2, 2018, the Pittsburgh Water and Sewer Authority (PWSA or the Authority) filed Tariff Water – Pa. P.U.C. No. 1 and Tariff Wastewater – Pa. P.U.C. No. 1 to become effective August 31, 2018. PWSA is a municipal water and wastewater authority serving customers in the City of Pittsburgh and surrounding communities. PWSA provides water service to approximately 80,000 residential, commercial and industrial customers in portions of the City of Pittsburgh; the Borough of Millvale; and portions of Reserve, O’Hara, and Blawnox Townships, Allegheny County. PWSA also provides wastewater conveyance service to customers located in the City of Pittsburgh, Allegheny County, and also conveys sewage for portions of 24 neighboring communities. PWSA’s water and wastewater operations became subject to regulation by the

Pennsylvania Public Utility Commission (Commission) on April 1, 2018, pursuant to Act 65 of 2017, 66 Pa. C.S. § 3201 *et seq.*

Through this filing, PWSA requested that the Commission approve its new tariffs pursuant to Act 65 of 2017, 66 Pa. C.S. § 3201 *et seq.*, including an increase in the level of rates that PWSA charges for providing water and wastewater service to its customers. If the Authority's new tariffs had become effective as proposed, PWSA would have had an opportunity to recover an increase of approximately \$27 million per year or 17.1% on a total revenue basis over the amount of annual revenues at present rates. Under the Authority's proposal, a typical residential water and wastewater conveyance customer using 3,000 gallons of water per month would have seen their total monthly bill increase from \$63.62 to \$74.23, an increase of \$10.61 or 16.7%. For the water portion of the bill, this would have included an increase from \$42.07 to \$49.83, or an increase of \$7.76 or 18.4%. For the wastewater conveyance portion of the bill, this would have included an increase from \$21.55 to \$24.40, or an increase of \$2.85 or 13.2%.

## **B. Procedural History**

On July 5, 2018, the OCA filed a Formal Complaint and Public Statement against PWSA's proposed rate increase. The Bureau of Investigation and Enforcement (I&E) filed a Notice of Appearance in this case. Other parties filed Petitions to Intervene or Formal Complaints against the proposed rate increase, including the Office of Small Business Advocate (OSBA); Pittsburgh UNITED; Pennsylvania-American Water Company (PAWC); Duquesne Light Company (Duquesne Light); Peoples Natural Gas Company LLC (Peoples);<sup>1</sup> and one individual formal complainant.

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<sup>1</sup> Peoples Natural Gas Company LLC (Peoples) filed a Formal Complaint in this proceeding. However, on October 24, 2018, Peoples filed a Petition to Withdraw Complaint, which was subsequently granted at the November 14, 2018 evidentiary hearing.

On July 12, 2018, the Commission suspended the Authority's proposed tariffs pending investigation. The proceedings were assigned to the Office of Administrative Law Judge and specifically assigned to Deputy Chief Administrative Law Judge Mark A. Hoyer and Administrative Law Judge Conrad A. Johnson. On July 19, 2018, ALJ Hoyer and ALJ Johnson held an initial prehearing conference in this matter. On July 20, 2018, ALJ Hoyer and ALJ Johnson issued a Prehearing Order establishing a procedural schedule and setting forth certain modifications to the Commission's regulations regarding discovery matters. Four public input hearings were convened in the North Side (Allegheny Center Alliance Church), East End (Kingsley Association), and Hill District (Jeron X. Grayson Community Center) areas of Pittsburgh in early September 2018.

In accordance with the procedural schedule established for this matter, on September 25, 2018, the OCA submitted the Direct Testimonies of Ashley E. Everette,<sup>2</sup> OCA Statement 1; Scott J. Rubin,<sup>3</sup> OCA Statement 2; Barbara R. Alexander,<sup>4</sup> OCA Statement 3; Roger D. Colton,<sup>5</sup> OCA Statement 4; and Terry L. Fought,<sup>6</sup> OCA Statement 5. On October 26, 2018, the OCA submitted

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<sup>2</sup> Ms. Everette is a Regulatory Analyst employed by the OCA since 2012. She received a Master's degree in Business Administration and a Bachelor's degree in Economics both from the University of Illinois. She has testified in numerous proceedings before the Commission with a primary specialty in accounting and finance issues. Ms. Everette's qualifications are attached OCA Statement 1 as Appendix A.

<sup>3</sup> Mr. Rubin is an independent attorney and public utility industry consultant under contract with the OCA who has testified as an expert witness before utility commissions and courts in twenty states and the District of Columbia and province of Nova Scotia. OCA St. 2 at 1-2. Since 1984, Mr. Rubin has provided legal and consulting services to a variety of parties interested in public utility regulatory proceedings. A complete description of Mr. Rubin's qualifications is provided in OCA Statement 2, Appendix A.

<sup>4</sup> Ms. Barbara R. Alexander is a Consumer Affairs Consultant who runs her own consulting practice, Barbara Alexander Consulting LLC. She received her Bachelor of Arts degree from the University of Michigan and her J.D. from the University of Maine School of Law. Ms. Alexander's professional experiences and qualifications are provided in OCA Statement 3, Exhibit BA-1.

<sup>5</sup> Mr. Colton is a Principal of Fisher Sheehan & Colton, Public Finance and General Economics in Belmont, Massachusetts. He provides technical assistance to public utilities and primarily works on low income utility issues. Mr. Colton has devoted his professional career to helping public utilities, community-based organizations and state and local governments design, implement and evaluate energy assistance programs to help low income households better afford their home energy bills. He has been involved with the development of the vast majority of ratepayer-funded affordability programs in the nation. A more complete description of Mr. Colton's education and experience is provided in OCA Statement 4, Appendix A.

<sup>6</sup> Mr. Fought is a consulting engineer with more than forty years' experience as a civil engineer. Mr. Fought is a

the Rebuttal Testimonies of Scott J. Rubin, OCA Statement 2R; and Roger D. Colton, OCA Statement 4R. On November 8, 2018, the OCA submitted the Surrebuttal Testimonies of Ashley E. Everette, OCA Statement 1SR; Barbara R. Alexander, OCA Statement 3SR; and Roger D. Colton, OCA Statement 4SR.

The testimonies and accompanying exhibits of OCA witnesses Everette, Rubin, Alexander, Colton, and Fought, as identified above, were submitted into the record by stipulation of the Parties at the hearing on November 14, 2018. Prior to the hearing, the Parties entered into a settlement in principle on all issues in this proceeding. Cross examination of all witnesses was waived by all Parties.

Pursuant to the Commission's policy of encouraging settlements that are in the public interest, the Joint Petitioners held numerous settlement discussions during the course of this proceeding. These discussions resulted in this Settlement, which addresses the numerous complex issues raised in this case. PWSA filed the Joint Petition for Settlement with the Commission on November 29, 2018. The OCA submits that the Settlement is in the public interest and in the best interest of the Authority's ratepayers and should be approved without modification.

The terms and conditions of the Settlement satisfactorily address issues raised in the OCA's analysis of the Authority's filing. The OCA submits that this Settlement, taken as a whole, is a reasonable compromise in consideration of likely litigation outcomes before the Commission. While the Settlement does not reach all the recommendations proposed by the OCA, the OCA recognizes that the Settlement is a product of compromise. Additionally, the OCA recognizes that

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registered Professional Engineer in Pennsylvania, New Jersey and Virginia and is a Professional Land Surveyor in Pennsylvania. Mr. Fought has prepared studies related to and designed water supply, treatment, transmission, distribution and storage for private and municipal wastewater agencies. He has also served as a consultant to the OCA for numerous water and sewer matters since 1984. Mr. Fought's background and qualifications are attached to OCA Statement 5 as Appendix A.

this matter is the Authority's first base rate proceeding under Commission jurisdiction, and that the currently pending Compliance Plan and Long-Term Infrastructure Improvement Plan (LTIIIP) proceedings<sup>7</sup> will provide further steps in the process of bringing PWSA into full compliance with Commission laws and regulations. The balance of compromises struck by the settling parties is critical to achieving settlement. Accordingly, the OCA urges the Commission to consider the Settlement as a whole.

In this Statement in Support, the OCA addresses those areas of the Settlement that specifically relate to important issues that the OCA raised in this case. The OCA expects that other parties will discuss how the Settlement's terms and conditions address their respective issues and how those parts of the Settlement support the public interest standard required for Commission approval.

For these reasons and those that are discussed in greater detail below, the OCA submits that the Settlement is in the public interest and the best interest of the Authority's ratepayers, and should be approved by the Commission without modification.

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<sup>7</sup> See Implementation of Chapter 32 of the Public Utility Code, Final Implementation Order, Docket Nos. M-2018-2640802 (water) and M-2018-2640803 (wastewater) (Order entered Mar. 15, 2018). See also Petition of the Pittsburgh Water and Sewer Authority for Approval of its Compliance Plan, Sept. 28, 2018, Docket Nos. M-2018-2640802 (water) and M-2018-2640803 (wastewater); Petition of the Pittsburgh Water and Sewer Authority for Approval of its Long-Term Infrastructure Improvement Plan (LTIIIP), Sept. 28, 2018, Docket Nos. P-2018-3005037 (water) and P-2018-3005039 (wastewater).

## **II. REVENUE REQUIREMENT (Settlement ¶ III.A)**

### **A. Overall Settlement Rate Increase (Settlement ¶ III.A.1)**

As stated above, in its filing PWSA proposed to increase its total annual operating revenues by \$27 million per year or 17.1% over the amount of total annual revenues as present rates. This request included an increase of approximately \$21.38 million for the Authority's water operations and approximately \$5.64 million for its wastewater operations. OCA St. 1 at 2. After reviewing the Authority's filing, the OCA recommended a total increase of approximately \$18.3 million, including approximately \$14.5 million for water operations and \$3.8 million for wastewater operations. OCA St. 1SR at 19; Exh. AEE-1S.

Under the Settlement, PWSA will be permitted a total annual revenue increase of \$21 million, and water and wastewater rates will be adjusted in the same proportions per PWSA's filing. Settlement ¶ III.A.1. This represents an increase of 12.71% over present rates. The overall increase allowed by the Settlement is \$6 million less than the amount originally requested by PWSA. On a total bill basis, a typical residential water and wastewater conveyance customer using 3,000 gallons of water per month will see their total water and wastewater conveyance bill increase from \$63.62 to \$72.49, or by \$8.87 or 13.9%. This is less than the Authority's proposal, which would have increased the customer's monthly bill by \$10.61 or 16.7%. The Settlement also provides that rates will become effective on or after January 1, 2019, pending Commission approval. Settlement ¶ III.A.1.a.

In general, the Settlement represents a "black box" approach to all individual revenue requirement issues. Black box settlements avoid the need for protracted disputes over the merits of individual revenue adjustments and avoid the need for a diverse group of stakeholders to attempt to reach a consensus on a variety of financial numbers. The OCA submits that it is unlikely that

the parties would have been able to reach a consensus on each of the disputed accounting and ratemaking issues raised in this matter, as policy and legal positions can differ widely. As such, the parties have not specified a dollar amount for each issue or adjustment raised in this case. Attempting to reach an agreement regarding each adjustment in this proceeding would likely have prevented any settlement from being reached.

Based on an analysis of the Authority's filing, discovery responses received, and testimony by all parties, the revenue increase under the Settlement represents a result that would be within the range of likely outcomes in the event of full litigation of this case. The increase is reasonable and yields a result that is in the public interest, particularly when accompanied by other important conditions contained in the Settlement such as detailed data collection and reporting requirements discussed below. The increase agreed to in the Settlement provides adequate funding to allow the Authority to provide safe and adequate service and to make important service quality improvements in targeted areas, as discussed in greater detail below. As such, the OCA submits that the increase agreed to in this Settlement is in the public interest and in the interest of the Authority's ratepayers, and should be approved by the Commission.

#### **B. Data and Reporting Requirements (Settlement ¶ III.A.2)**

The OCA's testimony raised a variety of concerns related to PWSA's projected expenses for 2019 and whether its budgeted claims for the fully projected future test year (FPFTY) were overstated. See OCA St. 1 at 4. To address these concerns, the Settlement provides that PWSA will submit quarterly reports to the Parties on a number of financial data points. As part of these reports, the Authority will track and categorize monthly expenses; provide data on vacant positions filled and salaries; provide copies of reports to the Pennsylvania Department of Environmental Protection (DEP) on the number of lead service lines replaced and location of replacements; and



amounts of actual debt service and new debt. Settlement ¶ III.A.2.a through f. Further, the Settlement provides that:

To the extent that PWSA's actual 2019 actual revenues net of expenses produce a surplus greater than its FPFTY projections as reflected in subsections a through d above, PWSA agrees to use the excess in its discretion, to: i) add to its year end "days cash on hand"; ii) pay down its operating or construction line of credit; and/or iii) repay an item in PWSA's borrowing portfolio. PWSA agrees that it will provide a report to the Parties detailing the amount of the excess, the use of the funds, and the rationale for the use of the funds no later than April 1, 2020.

Settlement ¶ III.A.2.f. These reporting requirements are important because they will allow the OCA and other parties to track how PWSA is spending the additional funds resulting from this rate increase and ensure that the funds are being used in a manner that benefits ratepayers, allows PWSA to improve its quality of service, and stabilizes PWSA's financial situation. This will make PWSA accountable for its use of the additional funds and will provide the OCA and other parties with important financial data in a future base rate case.

### **III. REVENUE ALLOCATION AND RATE DESIGN (Settlement ¶ III.B)**

#### **A. Revenue Allocation**

In his Direct Testimony, OCA witness Rubin identified significant deficiencies in both the water and wastewater cost-of-service studies (COSS). See OCA St. 2 at 5-16, 19-20. The COSS were lacking vitally important information that is not currently available and was not possible to correct as part of this base rate proceeding, most notably the allocation of costs to serve the City of Pittsburgh. As a result, Mr. Rubin recommended that the Commission reject PWSA's COSS and recommended instead that each element of the Authority's rates should be increased by approximately the same percentage to achieve the revenue requirement determined by the Commission. OCA St. 2 at 3-4, 16-17, 20. As part of the Settlement, the parties accepted OCA witness Rubin's recommendation and all existing rates will be increased proportionately, resulting in an increase of approximately 17.3% in all water rates and approximately 7.4% in wastewater

rates. Settlement ¶ III.B.1.

### **B. Wholesale Water Customers**

OCA witness Rubin noted that PWSA's water COSS did not allocate any costs to wholesale water customers. Instead, PWSA allocated the costs to serve these wholesale customers to other customer classes, with a credit provided for wholesale revenues. OCA St. 2 at 16. Mr. Rubin recommended that PWSA should "identify a separate wholesale class of customers in the COSS, so that the reasonableness of the wholesale arrangements can be determined, and an appropriate ratemaking treatment can be developed." Id.

In the Settlement, PWSA accepted OCA witness Rubin's recommendation and agreed to allocate costs to wholesale water customers as part of its COSS in its next base rate case, with the caveat that PWSA would not necessarily make changes to wholesale rates if unable to do so due the terms of existing contracts. Settlement ¶ III.B.3. Additionally, wholesale customers will receive a proportionate rate increase as a result of this rate case, to the extent permitted by existing contracts. Settlement ¶ III.B.9. These provisions will move PWSA toward developing a COSS that more accurately allocates costs to customer classes in its next base rate case.

### **C. Public Fire Hydrant Service**

OCA witness Rubin expressed concern that PWSA's water COSS did not allocate costs for public fire service to the fire protection function or to the fire class. OCA St. 2 at 8. Further, Mr. Rubin explained:

The COSS arbitrarily and improperly assigns those costs to the "meter" function, which places most of the cost on the Residential class of customers. There is no basis for such an approach . . . Once again, however, this problem cannot be corrected in this case because the City does not pay for public fire service and it does not appear that the Authority has the records that would be needed to develop a reasonable allocation of public fire costs.

OCA St. 2 at 15. As part of the Settlement, PWSA agreed "to show the cost of public fire hydrants

service separately in the next base rate case.” Settlement ¶ III.B.4. Additionally, the creation of a proposed public fire hydrant rate will be addressed as part of the Compliance Plan proceeding. Settlement ¶¶ III.B.4, III.H.5. This provision is an important part of moving PWSA toward developing a more accurate COSS in future cases.

#### **D. Uncollectible Accounts Expense**

An additional deficiency with PWSA’s COSS is that the COSS did not separately identify uncollectible accounts expenses and did not allocate those costs to customer classes. OCA St. 2 at 16, 20. OCA witness Rubin testified that approach is problematic because “(1) it fails to identify uncollectible costs specific to each customer class, and (2) the overall level of uncollectibles appears to be very high.” OCA St. 2 at 16. As part of the Settlement, PWSA has agreed “to separately identify uncollectible accounts expense by class and allocate those costs in the water and wastewater cost of service studies to the various customer classes” in its next base rate case. Settlement ¶ III.B.5. This settlement term will move PWSA toward developing a COSS that more accurately allocates costs to customer classes in its next base rate case.

#### **E. Minimum Usage Allowance**

In his Direct Testimony, OCA witness Rubin explained that PWSA’s rates currently include a minimum usage allowance for all meter sizes. Mr. Rubin recommended that PWSA eliminate the minimum usage allowance, given that most utilities in Pennsylvania have instead implemented a customer charge that “reflects the costs of the meter and service line, meter reading, and other customer service functions.” OCA St. 2 at 18. Eliminating the minimum usage allowance also has the benefit of “help[ing] customers better manage their water bills and send[ing] an important message to customers that there is no such thing as ‘free’ water.” Id.

As part of the Settlement, PWSA has agreed to “propose the removal of the minimum usage

allowances” in its next base rate case, provided that removing the minimum usage allowance would not cause an “unreasonable increase” for customers. Settlement ¶ III.B.7. This term will help bring PWSA’s rate design in line with other Pennsylvania utilities and will provide important pricing and conservation signals to customers.

#### **IV. INFRASTRUCTURE/OPERATIONS/LEAD (Settlement ¶ III.C)**

##### **A. Lead Service Line Replacement Program**

In his Direct Testimony, OCA witness Fought noted PWSA’s plans to replace lead service lines throughout its service territory. Mr. Fought stated that “The OCA supports the Authority’s replacement of lead service lines, including the customer portion of the lead service line. The OCA reserves the right to address the program, including funding, and modifications, as well as education and outreach efforts in detail in the compliance plan filing.” OCA St. 5 at 4.

The Settlement includes detailed terms related to PWSA’s 2019 lead service line replacement program. Settlement ¶ III.C.1. These terms include the creation of a Community Lead Response Advisory Committee (CLRAC) to advise PWSA on matters related to lead service line replacements. Settlement ¶ III.C.1.a. The OCA intends to fully participate in the CLRAC. Further, programs for lead service line replacements beyond 2019 will be addressed in the Compliance Plan proceeding. Settlement ¶ III.H.7.k.

##### **B. Section 500 Form**

OCA witness Fought raised concerns about PWSA’s levels of unaccounted for water (UFW) and the method PWSA used to calculate UFW. OCA St. 5 at 4-10. Mr. Fought recommended that PWSA improve its recordkeeping and “ensure that all connections are metered, and that the amount of water entering the system is also metered.” OCA St. 5 at 10. Mr. Fought also recommended that PWSA submit a Section 500 form, which is part of the PUC Annual Form

for Public Water Utilities, as part of its annual reports to the Commission. OCA St. 5 at 5, 10. The Section 500 form provides important data and uses a calculation method that would allow PWSA and the parties to better assess its level of UFW.

As part of the Settlement, PWSA has accepted Mr. Fought's recommendation and agreed to submit a Section 500 form as part of its annual report to the commission. Settlement ¶ III.C.2. This improved recordkeeping and reporting will allow PWSA to better assess ways in which it can reduce UFW in the future.

### **C. Issues for Compliance Plan or LTIP Proceedings**

OCA witness Fought made recommendations to address a variety of operational and quality of service issues in PWSA's water and wastewater systems. See OCA St. 5 at 4. As will be discussed in further detail below, the Settlement requires full investigation of these technical operational matters in the Compliance Plan proceeding. See Settlement ¶ III.H.7.a through e. This will allow the OCA and other parties to fully address these items and to develop a plan to attain PWSA's full compliance with Commission regulations as part of the currently pending Compliance Plan.

## **V. CUSTOMER SERVICE ISSUES (Settlement ¶ III.D)**

### **A. Informal Complaint Tracking**

OCA witness Barbara Alexander made recommendations to improve PWSA's internal policies and procedures to ensure compliance with the Commission's dispute and complaint handling regulations. OCA St. 3 at 9-10. For example, while PWSA tracks the number of disputes and complaints and the types of contact with the customer, Ms. Alexander recommended that PWSA establish an internal process for analyzing these complaints in order to identify and react to any trends reflected in the complaint data. OCA St. 3 at 9. Ms. Alexander further recommended

that PWSA should:

capture key information on the key categories and substance of its informal disputes and complaints, including those that arrive via emails and contacts with the call center, and regularly conduct a review of complaint trends and indicators to find the “red flags” that suggest the need for additional internal training for call center and field operations staff and/or require revised or new internal guidance and training to change operations to reflect the analysis of customer complaints.

OCA St. 3 at 10.

As part of the Settlement, PWSA agreed to accept OCA witness Alexander’s recommendations detailed in OCA St. 3, pages 9 and 10. This includes tracking informal complaint information; tracking whether complaints are related to water, sewer, or stormwater service; and conducting a regular review of complaint information to identify any trends or whether there is a need for new or additional internal training policies. Settlement ¶ III.D.2. PWSA further agreed to work with the parties to develop an appropriate complaint tracking information review process. Id. This term will improve PWSA’s complaint handling process and ensure that PWSA uses the available data to effectively address customer complaints and common problems.

## **B. Modifications to Customer Bills**

OCA witness Alexander identified significant deficiencies in the content of PWSA’s customer bills such that the bills did not comply with 52 Pa. Code Section 56.15. OCA St. 3 at 11-13. The bill lacked detail about how the customer’s bill is calculated. For example, the bill includes charges that are not defined, and does not include the rates used to calculate those charges. As a result, the customer is unable to verify or understand how the bill was calculated. OCA St. 3 at 11-12. Further, the bill inappropriately states that any charges must be disputed in writing. OCA St. 3 at 12. Ms. Alexander also noted concerns about transaction fees associated with various payment methods, and statements on the bill about unpaid amounts over 90 days old being referred

to Jordan Tax Service, both of which will be discussed in greater detail below. OCA St. 3 at 12-16.

The Settlement notes that PWSA is currently in the process of re-designing its customer bills. To address the OCA's concerns, PWSA agreed to provide the parties and the Commission's Bureau of Consumer Services with a draft of its new bill design, with sufficient time for the parties to offer feedback and for any necessary changes to be reflected in the final bill design. Settlement ¶ III.D.3. Upon request, PWSA will hold a collaborative meeting to discuss its proposed bill modifications. Id. Further, PWSA agreed that its revised bills will, at a minimum, eliminate the requirement that a customer must dispute charges in writing; identify, explain, and itemize the actual rates charged for each component of the bill; identify and itemize the monthly installment amount for any existing payment arrangements; include the installment amount for any existing payment arrangements in the total due/asked to pay amount; and direct customers to PWSA's webpage which specifically sets forth fees associated with various bill payment options. Settlement ¶ III.D.3.a through e. These modifications and the associated review process will help to ensure that PWSA's customer bills are in compliance with Commission regulations and that customers can understand and verify how their bill was calculated.

### **C. Written Confirmation of Payment Arrangement Terms**

OCA witness Alexander expressed concern about the adequacy of the written confirmations that PWSA issues to customers who have entered into a payment arrangement. See OCA St. 3SR at 4-5, 10-11. PWSA confirmed that it does currently issue written confirmation of payment arrangement terms, but its practices in this regard do not appear to be included in any training materials for its customer service representatives. OCA St. 3SR at 11. To address this issue, the Settlement provides that PWSA will continue issuing written confirmations of payment

arrangement terms, and will add this practice to its customer service training materials going forward. Settlement ¶ III.D.4.

#### **D. Termination Notices**

OCA witness Alexander testified about information that is lacking in PWSA's current termination notices. While PWSA's 10-day termination notice includes information about the customer's ability to negotiate a payment plan to avoid termination of service, the 3-day and 48-hour termination or shut-off notices do not include this information. OCA St. 3 at 17; OCA St. 3SR at 13-14. The only mention of the availability of payment plans to avoid termination in the 3-day and 48-hour notices was in the section applicable only to those experiencing a medical emergency.

To address this concern, the Settlement provides that "PWSA will revise its 3-day and 48-hour termination notices to clarify that all residential customers have the right to negotiate a payment plan to avoid termination of service." Settlement ¶ III.D. 5. This information will be moved out of the "Medical Emergency Notice" section of the document and into the general section of the notice. Id. This term will ensure that customers are aware of the methods available to prevent the loss of essential water and/or wastewater service, and that PWSA's notices are clear and provide information on avoiding termination as required by Commission regulations.

### **VI. TARIFF ISSUES (Settlement ¶ III.E)**

#### **A. Jordan Tax Service**

OCA witness Barbara Alexander raised significant concerns about PWSA's municipal lien practices and the use of Jordan Tax Service, Inc. as PWSA's third-party debt collection agent. First, PWSA's municipal lien practices and the referral of unpaid charges over 90 days to Jordan Tax Service may prevent customers from effectively exercising their rights under Chapter 56 of



the Commission's regulations, including rights related to payment plans and termination policies. OCA St. 3 at 12. Second, Ms. Alexander questioned whether it is appropriate to use municipal liens for all debts older than 90 days, or whether this practice should be reserved only for significantly older debts, such as those older than four years. Id. Ms. Alexander also explained how these practices and related disclosures in PWSA's termination notices may be confusing to customers while also limiting PWSA's ability to efficiently collect overdue amounts and limit its uncollectibles. OCA St. 3 at 16-17. For these reasons, Ms. Alexander recommended that:

At a minimum, this issue and the role of reliance on the municipal lien process to collect some or all of PWSA's unpaid bills will require further investigation and resolution in the Compliance Filing. However, in this proceeding I recommend that PWSA be required to halt the policy of referring residential customer unpaid charges that are older than 90 days to Jordan Tax Service and proceed to implement collection of such unpaid bills pursuant to Chapter 56.

OCA St. 3 at 8.

In order to address these concerns, the Settlement provides the following:

On the basis of PWSA coming under the jurisdiction of the Pennsylvania Public Utility Code and the Commission's regulations PWSA agrees to suspend the use of Jordan Tax Service upon the effective date of the Commission's final order approving this settlement.

Settlement ¶ III.E.5. This Settlement provision suspends the referral of unpaid charges more than 90 days old to Jordan Tax Service, thus preventing any further violations of the Chapter 56 regulations while the parties and the Commission further investigate whether PWSA's municipal lien practices and the relationship with Jordan Tax Service are appropriate and legal now that PWSA is under Commission jurisdiction.

## **VII. LOW-INCOME CUSTOMER ISSUES (Settlement ¶ III.F)**

### **A. Data Collection**

In his Direct Testimony, OCA witness Roger D. Colton testified that "the review of

PWSA's existing low-income initiatives was hampered by the collection of critical data on the part of PWSA." OCA St. 4 at 23. In response to the lack of data available on low-income programs, Mr. Colton recommended that PWSA begin collecting and reporting on 22 specific data points. OCA St. 4 at 23-24.

As part of the Settlement, PWSA has agreed to immediately begin collecting data on 12 of Mr. Colton's recommended data points, including the amount of billed revenue; the amount of receipts annually collected; the number of accounts in arrears; the dollar amount of arrears; the number of accounts disconnected for nonpayment; the number of accounts receiving a notice of disconnection for nonpayment; the number of bill discount participants who entered the bill discount program with unpaid account balances; the dollars of unpaid account balances for bill discount program participants at the time they entered the bill discount program; the number of bill discount participants by poverty level ranges; average usage and average total bills; the number of PWSA customers receiving PWSA hardship grants and the average amount of the grant; and the average arrearage of PWSA customers receiving a PWSA hardship grant. Settlement ¶ III.F.1.a through l. PWSA further agreed to consult with Dollar Energy Fund on whether data is available on the income level of bill discount program participants. Settlement ¶ III.F.1. This basic data collection is vitally important to ensure that PWSA and the parties can fully assess and improve upon the Authority's customer assistance programs in future proceedings.

## **B. Bill Discount Program**

OCA witness Colton discussed PWSA's Bill Discount Program (BDP) in his Direct Testimony. See OCA St. 4 at 12-22. PWSA's current BDP provides a 50% discount on the minimum charge for both water and wastewater bills for customers with incomes at or below 150% of the Federal Poverty Level. OCA St. 4 at 12-13. Mr. Colton noted that the BDP is very new,

having been instituted in January 2018, and thus very little data was available. OCA St. 4 at 13-14. Mr. Colton also noted that PWSA did not intend to achieve any particular affordability objectives through this program. OCA St. 4 at 13-15.

The OCA recommended both short-term and long-term improvements to PWSA's customer assistance programs. In the longer-term, Mr. Colton recommended that a full examination be conducted in the pending Compliance Plan proceeding to develop the appropriate design of PWSA's universal service program. OCA St. 4 at 16. Mr. Colton also recommended a number of interim steps to improve the BDP, including providing a 100% discount on the minimum charge for customers with incomes at or below 50% of the Federal Poverty Level; targeting the BDP at a larger eligible population and funding the program assuming a 30% participation rate; funding the BDP with separate bill assistance budgets for water and wastewater populations; and funding the BDP to reflect rates approved as a result of this base rate case. OCA St. 4 at 16-18.

As part of the Settlement, PWSA accepted a number of the OCA's recommendations. First, PWSA agreed to fund the BDP to reflect rates approved as a part of this proceeding, and the \$21 million increase reflects additional funding allocated to fund customer assistance programs. Settlement ¶ III.F.2. PWSA has also agreed to increase the assistance provided through the BDP to provide a 75% discount on the minimum charge for both water and wastewater customers with incomes at or below 150% of the Federal Poverty Level. Settlement ¶ III.F.4. In its next base rate case, PWSA has agreed to submit a detailed plan addressing the parameters of its low-income assistance programs, including design of the BDP and possible additional assistance for customers at or below 50% of the Federal Poverty Level. Settlement ¶ III.F.4.a.i through vi. PWSA will also form a Low Income Assistance Advisory Committee, which will be discussed in greater detail

below. Among the items this committee will explore will be funding the bill assistance program with separate budgets for water and wastewater populations. Settlement ¶ III.F.3.h. These provisions of the Settlement are important steps toward PWSA's development of more comprehensive and carefully designed customer assistance programs.

### **C. Low Income Assistance Advisory Committee**

The parties in this proceeding raised a variety of concerns about the effectiveness and efficiency of PWSA's current low-income assistance programs, which have only recently been implemented during the past year. In order to begin comprehensively addressing these issues, the parties agreed as part of the Settlement that PWSA will form a Low Income Assistance Advisory Committee (Advisory Committee) that will begin meeting quarterly within 90 days of the effective date of rates in this proceeding. Settlement ¶ III.F.3. The Committee will include representatives from interested parties in this proceeding, the Commission's Bureau of Consumer Services, Dollar Energy Fund, and other local and community groups. Id. The Advisory Committee will "review program metrics and provide input and feedback on program terms and conditions and outreach documents." Id. The OCA intends to participate fully in the Advisory Committee, which will provide a valuable opportunity for both interested parties and PWSA to develop more comprehensive bill discount programming that addresses the significant need in PWSA's service area.

### **D. Outreach Efforts**

In his Direct Testimony, OCA witness Colton recommended methods PWSA should use to increase enrollment in its customer assistance programs. Mr. Colton noted that, to date, PWSA has only used its own intake procedures to identify income-eligible customers. He recommended that PWSA work with other area electric and natural gas utilities, whose customer assistance

programs have the same eligibility requirements, to exchange information and identify additional income-qualified customers in PWSA's service territory. OCA St. 4 at 18-19.

In the Settlement, PWSA agreed to continue a variety of outreach efforts:

...including but not limited to: (i) screening for eligibility during all credit-related calls; (ii) utilizing a referral or warm transfer process to Dollar Energy Fund; (iii) coordinating with other utilities that participate in the Western Pennsylvania Utility Group; and (iv) supporting Dollar Energy Fund's efforts to actively recruit customers with existing debt to enroll in the bill assistance program or apply for a grant.

Settlement ¶ III.F.6 Additional outreach efforts will also be addressed by the Low Income Assistance Advisory Committee and as part of the plan detailing low-income assistance programs that PWSA has agreed to include as part of its next base rate case filing. Settlement ¶¶ III.F.3.a and b; III.F.4.a.ii. These terms are intended to enroll more income-eligible customers in the programs thus providing important assistance to PWSA's low-income customers.

## **VIII. CONTRACTUAL ISSUES (Settlement ¶ III.G)**

### **A. PWSA Services Contract with the City of Pittsburgh**

In his Direct Testimony, OCA witness Rubin discussed a number of ways in which PWSA's current relationship with the City of Pittsburgh is problematic for ratemaking purposes. The City of Pittsburgh currently does not pay for water or wastewater service, and many City-owned properties are not metered. See OCA St. 2 at 8, 11-13, 19. The City of Pittsburgh also does not currently pay for public fire service. OCA St. 2 at 8. As a result, PWSA did not allocate any costs to serve the City of Pittsburgh in either its water or wastewater COSS, and other customer classes are currently absorbing the costs to serve the City. Mr. Rubin stated that he would:

...strongly recommend that PWSA should be required to address the status of the City of Pittsburgh as a customer as soon as possible. This would include metering all City-owned properties where metering is feasible, requiring the City to pay for water consumption and wastewater flows (or to pay for flat-rate service if there are

any properties where metering is not feasible), and requiring the City to pay a portion of the costs incurred by PWSA for public fire protection service.

OCA St. 4 at 22.

As part of the Settlement, PWSA has agreed that its Services Contract with the City of Pittsburgh will be investigated as part of the Compliance Plan proceeding. Settlement ¶ III.G.1.a. PWSA is currently attempting to renegotiate its Cooperation Agreement with the City of Pittsburgh. PWSA has agreed to continue these negotiations and to update the parties quarterly on the status of these negotiations. PWSA will notify the parties within 15 calendar days if the agreement is modified. Settlement ¶ III.G.1.a.i.(a), (b), and (d). Further, PWSA has agreed to provide “a breakdown of estimated services received from the City of Pittsburgh and the associated costs, including the reasonableness of each cost,” both in the Compliance Plan proceeding and in its next base rate case. Settlement III.G.1.a.i.(g). These terms will allow the parties to address the significant concerns raised by PWSA’s current relationship with the City of Pittsburgh, and will provide important steps toward making PWSA’s rates fair, rational, and based on the cost to serve all customers.

#### **B. Billing Arrangement with ALCOSAN**

As part of the Settlement, the parties have agreed to further investigate PWSA’s billing arrangement with ALCOSAN. Settlement ¶ III.G.1.b. As part of this investigation, PWSA agreed to include in the Compliance Plan an evaluation of the feasibility of measuring stormwater separately from wastewater flows. Further, PWSA will include a plan for developing separate cost of service studies for wastewater and stormwater service to assist in the development of a separate stormwater tariff. Settlement ¶ III.G.1.b.i.(a). The OCA continues to monitor these issues and will investigate issues related to ALCOSAN billing and stormwater service in the Compliance Plan and in future proceedings.

**C. Subsidy for Pennsylvania-American Water Company Customers**

The parties have agreed to further investigate the City of Pittsburgh discount for Pennsylvania-American Water Company (PAWC) water customers as part of the Compliance Plan proceeding. Settlement ¶ III.G.1.c. The OCA continues to monitor this issue, which will be fully addressed in the currently pending Compliance Plan proceeding.

**D. Collection Arrangement with Jordan Tax Service**

As discussed above, OCA witness Barbara Alexander raised significant concerns about PWSA's municipal lien practices and the use of Jordan Tax Service, Inc. as PWSA's third-party debt collection agent. In addition to suspending its use of Jordan Tax Service as of the effective date of the Commission's final order approving this settlement, PWSA agreed that its collection arrangement with Jordan Tax Service will be investigated as part of the Compliance Plan proceeding, "to ensure that all collection activities conform with the Public Utility Code and the Commission's regulations applicable to residential customers." Settlement ¶ III.G.1.d; see also Settlement ¶ III.H.11. This term will ensure that PWSA's collection practices are fully investigated and consistent with Commission regulations going forward.

**IX. COMPLIANCE PLAN AND LONG-TERM INFRASTRUCTURE IMPROVEMENT PLAN (LTIIIP) (Settlement ¶ III.H)**

**A. Consolidation of the Compliance Plan and LTIIIP**

The Settlement agreement provides for a wide variety of issues to be investigated in greater detail as part of the currently pending Compliance Plan<sup>8</sup> proceeding and/or the Long-Term Infrastructure Improvement Plan (LTIIIP)<sup>9</sup> proceeding. In order to facilitate this, the parties have

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<sup>8</sup> Docket Nos. M-2018-2640802 (water) and M-2018-2640803 (wastewater).

<sup>9</sup> Docket Nos. P-2018-3005037 (water) and P-2018-3005039 (wastewater).

agreed on a number of procedural next steps addressed in Section III.H.1 through 4 of the Settlement.

Within 30 days of the signature date of the Settlement, PWSA will file a Petition with the Commission requesting that the Compliance Plan and LTIIP proceedings be consolidated.<sup>10</sup> Settlement ¶ III.H.1. PWSA will not object to any the admission of any testimony, documents, or answers to interrogatories developed during this base rate case into the record in the Compliance Plan and/or LTIIP proceedings, thus helping to streamline the development of the record in the upcoming proceedings. Settlement ¶ III.H.3. Further, PWSA will submit a revised Compliance Plan and LTIIP within 30 days of the final Commission Order in this proceeding, or submission of direct testimony in the Compliance Plan/LTIIP proceedings, whichever is sooner. Settlement ¶ III.H.4. In the revised plan, PWSA will “provide supplemental information about its internal policies, procedures, and processes,” including information on topics raised by the OCA in this proceeding, such as PWSA’s collections policies; service termination procedures; call center metrics; data points and other operational details regarding the customer assistance programs; public fire hydrant service; and reduction of uncollectibles. Id. The parties agreed to these terms in the interest of streamlining the Compliance Plan and LTIIP proceedings in a manner that will allow time to focus on investigating the numerous complex issues that must be addressed in those proceedings.

#### **B. Issues to be Investigated in the Compliance Plan (Not Addressed Above)**

The OCA raised a variety of issues that the parties have agreed to investigate in depth as part of the Compliance Plan and LTIIP proceedings. Some of these items have been discussed

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<sup>10</sup> Consolidation of the Compliance Plan and LTIIP was contemplated in the Sept. 26, 2018 Secretarial Letter re: Procedure for Commission Review of the September 28, 2018 Compliance Plan and LTIIP Filings of the Pittsburgh Water and Sewer Authority, at 2 (“...the Commission will consider consolidating the Compliance Plan and LTIIP proceedings upon request by petition.”).



above. These items require more detailed investigation than was possible as part of this base rate case. The OCA will continue to pursue these issues in the Compliance Plan and LTIP proceedings.

As discussed above regarding the Revenue Allocation and Rate Design terms in Section III.B of the Settlement, PWSA will consider assessing the City of Pittsburgh a separate rate for public fire hydrant service, and the timeframe for implementing such a rate, as part of the Compliance Plan. Settlement ¶ III.H.5. PWSA will also consider proposing a flat rate for water and wastewater service for all unmetered and unbilled municipal and government properties or buildings served by PWSA. The flat rate would be effective until such time as it was possible to meter and/or bill municipal and government properties or buildings served by PWSA based on usage. Settlement ¶ III.H.6.

As discussed above regarding Infrastructure/Operations/Lead issues in Section III.C of the Settlement. OCA witness Fought made recommendations to address a wide range of operational and quality of service issues in PWSA's water and wastewater systems. Those issues included unaccounted for water (UFW), pressure surveys, maintenance of isolation valves, testing and replacing customer meters, flushing the distribution system, and addressing customer complaints. See OCA St. 5 at 4. The Settlement provides that a variety of operational, infrastructure, and lead-related items will be investigated as part of the Compliance Plan or LTIP proceedings, including measuring and remediating PWSA unaccounted for/non-revenue water; records for estimated flows used for blow-offs, street sweeping, flushing, firefighting, and main breaks, etc.; conducting leak surveys; compliance with Chapter 65 of the Commission's regulations including addressing high pressure, exercising isolation valves, and a schedule for flushing the water distribution system; a plan to address "party line" service; metering and billing of all City water and/or

wastewater locations including, but not limited to, public fire hydrants, water, and wastewater service; and a plan to track the age of customer meters and to test and/or replace meters over 20 years old. Settlement ¶ III.H.7.a through e. The Compliance Plan will also address plans for lead service line replacements to take place beyond those planned for 2019. Settlement ¶ III.H.7.k. This agreement requires full investigation of these technical operational matters in the Compliance Plan proceeding. This will allow the OCA and other parties to fully address these items and to develop a plan to attain PWSA's full compliance with Commission regulations as part of the currently pending Compliance Plan.

Regarding customer service issues, PWSA agreed to address a number of these issues in the Compliance Plan, and will provide a detailed explanation of its current customer service policies and practices as part of its direct testimony in that proceeding. Settlement ¶ III.H.8. Customer service issues to be addressed include development of Call Center performance metrics; a plan for improving Call Center performance; provision of data regarding payment processing transaction fees; and procedures immediately prior to service termination, including the requirement for personal contact with an adult occupant at the property. Settlement ¶ III.H.8.a, b, f, and g. Further, as discussed above, the Compliance Plan proceeding will include an investigation into whether PWSA's third party collection activities, including referral of debt to Jordan Tax Service and the use of municipal liens, conforms with the Public Utility Code and Commission regulations, as well as exploring cost-effective means of collecting overdue payments. Settlement ¶ III.H.10.

Regarding low-income customer assistance programs, possible revisions to PWSA's current universal service programs will be explored in the Compliance Plan proceeding, including modifications to the Bill Discount Program and Hardship Cash Assistance Program. Settlement ¶

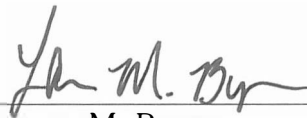
III.H.12. PWSA will also consider collecting and reporting on the additional data points recommended by OCA witness Colton in OCA St. 4 at 23-24. Settlement ¶ III.H.13.

By committing to investigate these complex issues in the Compliance Plan and LTIP proceedings, the parties will have time to gather additional information and fully develop the steps necessary to bring PWSA into full compliance with Commission regulations and ensure that PWSA's customers are receiving quality water and wastewater service at just and reasonable rates.

## **X. CONCLUSION**

The OCA submits that the terms and conditions of the proposed Settlement of this rate investigation, taken as a whole, represent a fair and reasonable resolution of the issues raised by the OCA in this proceeding. Therefore, the OCA submits that the Settlement should be approved by the Commission without modification as being in the public interest.

Respectfully Submitted,



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DATE: December 5, 2018

262492

# CERTIFICATE OF SERVICE

Re: Pennsylvania Public Utility Commission :  
v. : Docket Nos. R-2018-3002645 (w)  
Pittsburgh Water and Sewer Authority : R-2018-3002647 (ww)

I hereby certify that I have this day served a true copy of the following documents, the Office of Consumer Advocate's Statement in Support of Settlement, 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:

Dated this 5<sup>th</sup> day of December 2018.

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