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May 13, 2019

Via Electronic Filing


Rosemary Chiavetta, Secretary
PA Public Utility Commission
Keystone Bldg., 2nd Floor
400 North Street
Harrisburg, PA 17120

Re: Implementation of Chapter 32 of the Public Utility Code RE: Pittsburgh Water
and Sewer Authority; Docket Nos. M-2018-2640802 (water) and M-2018-2640803
(wastewater) AND Petition for The Pittsburgh Water and Sewer Authority for Approval
of Its Long-Term Infrastructure Improvement Plan Docket Nos. P-2018-3005037 (water)
and P-2018-3005039 (wastewater)

Dear Secretary Chiavetta:

Enclosed for filing please find the Pittsburgh Water and Sewer Authority's ("PWSA") Expedited
Motion for Extension of Commission-Created Deadlines with regard to the above-referenced
matters. Copies to be served in accordance with the attached Certificate of Service.

Sincerely,



Daniel Clearfield

DC/jls
Enclosure

cc: Hon. Gladys M. Brown, Chairman (w/enc)
Hon. David W. Sweet, Vice Chairman (w/enc)
Hon. Norman J. Kennard, Commissioner (w/enc)
Hon. Andrew G. Place, Commissioner (w/enc)
Hon. John F. Coleman, Jr., Commissioner (w/enc)
Hon. Mark Hoyer (w/enc)
Hon. Conrad Johnson (w/enc)
Shaun Sparks (w/enc)(via email only)
Certificate of Service (w/enc)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Implementation of Chapter 32 of the Public	:	Docket No.	M-2018-2640802 (water)
Utility Code Regarding Pittsburgh Water and	:		M-2018-2640803 (wastewater)
Sewer Authority – Stage 1	:		

Petition of The Pittsburgh Water and Sewer	:	Docket No.	P-2018-3005037 (water)
Authority for Approval of Its Long-Term	:		P-2018-3005039 (wastewater)
Infrastructure Improvement Plan	:		

**EXPEDITED
MOTION FOR EXTENSION
OF COMMISSION-CREATED DEADLINES**

**TO THE COMMISSIONERS OF THE PENNSYLVANIA PUBLIC UTILITY
COMMISSION:**

Pursuant to 52 Pa. Code §§ 5.41, 5.81, The Pittsburgh Water and Sewer Authority (“PWSA” or “Authority”), the Bureau of Investigation and Enforcement, (“BIE” or “I&E”), the Office of Consumer Advocate (“OCA”), the Office of Small Business Advocate (“OSBA”), Pittsburgh UNITED (“UNITED”) and Pennsylvania-American Water Company (“PAWC”) (collectively, the “Moving Parties” or the “Parties”) submit this Joint Motion for a three month extension in the Commission-established schedule for resolution of the above-captioned proceeding to permit settlement discussions to attempt to resolve all the issues raised in the proceeding.

The Parties have been making forward progress on resolving several issues on how PWSA will reach ultimate end-state compliance with all PUC requirements, and are requesting:

(1) a three month extension of the Commission-created deadlines in the above-captioned proceedings so as to provide the Parties with more time to engage in settlement discussions prior to evidentiary hearings, briefing and the issuance of a recommended decision; **and** (2) that

consumer service issues (including service terminations, tenants' rights and collections practices)¹ be moved from Stage 1 to Stage 2 so as to enable the parties and the Commission's Bureau of Consumer Services ("BCS") to engage in discussions on those issues through the informal workshop procedure established by the Commission to address PWSA's Chapter 56 compliance.

Please note that the grant of the requested relief is required **on or before Friday, May 17, 2019** so as to negate the immediate need for technical evidentiary hearings, which are scheduled to start on Tuesday, May 21, 2019. If granted, each of the Parties may elect to serve surrebuttal testimony on Friday, May 17, 2019 pursuant to the existing schedule or may opt to await the setting of any agreed-upon supplemental litigation schedule that may be established once the settlement process discussed below progresses (and each of the Parties will so file with the Commission a certificate of service indicating that surrebuttal testimony was served or a letter noting their deferral of the submission of surrebuttal testimony). In any event, it is anticipated that the Parties would request a further prehearing conference to establish, if deemed necessary, an updated litigation schedule to include the opportunity for parties to supplement their written testimony.

In support of this Joint Motion, the Moving Parties state as follows:

I. Background

1. On September 28, 2018,² PWSA filed: (a) its Compliance Plan at Docket Nos. M-2018-2640802 (water) and M-2018-2640803 (wastewater); **and** (b) its Long Term Infrastructure

¹ This listing of issues should not be construed to include PWSA's O'Hara Township 1991 Shut-off Agreement, which parties have agreed should be addressed in Stage 1. The consumer issues which are proposed to be moved to Stage 2 will be more explicitly defined below.

² The Commission's established a due date of September 28, 2018, for the filing by PWSA of a Compliance Plan and a LTIP. *See Implementation of Chapter 32 of the Public Utility Code*, Docket Nos. M 2018-

Improvement Plan (“LTIIP”), which was docketed at Docket Nos. P-2018-3005037 (water) and P-2018-3005039 (wastewater). These proceedings were subsequently consolidated by Deputy Chief Administrative Law Judge Mark A. Hoyer and Administrative Law Judge Conrad A. Johnson (collectively, the “ALJs”).³

2. The September Secretarial Letter⁴ provides that:

The [Office of Administrative Law Judge (“OALJ”)] will submit a recommended decision on the issues raised by PWSA or the parties no later than eight (8) months from the date on which the matter is assigned to OALJ. Parties may submit exceptions within twenty (20) days and reply exceptions no later than fifteen (15) days thereafter. The Commission will thereafter issue appropriate orders on the filings no later than November 30, 2019.

3. The November Secretarial Letter⁵ assigned PWSA’s Compliance Plan to the OALJ for hearings as contemplated in the September Secretarial Letter,⁶ and also established a new two-stage review process for PWSA’s Compliance Plan.

4. The November Secretarial Letter was accompanied by a Technical Staff Initial Report and Directed Questions – Stage 1 (“Stage 1 Initial Report”), which lists a variety of specific questions that PWSA and the parties were directed to address as part of the Stage 1 litigation.⁷

2640802 (water) and M-2018-2640803 (wastewater), Final Implementation Order entered Mar. 15, 2018 (“FIO”).

³ First Interim Order Granting Motion for Consolidation of Proceedings (dated February 21, 2019), which is available at: <http://www.puc.state.pa.us/pcdocs/1606656.doc>. On February 5, 2019, the ALJs were assigned the LTIIP proceeding. *Id.*

⁴ Secretarial Letter issued on September 26, 2018 at Docket Nos. M-2018-2640802 (water) and M-2018-2640803 (wastewater), which is available at: <http://www.puc.state.pa.us/pcdocs/1587126.docx>.

⁵ Corrected Secretarial Letter issued on November 28, 2018 at Docket Nos. M-2018-2640802 (water) and M-2018-2640803 (wastewater), which is available at: <http://www.puc.state.pa.us/pcdocs/1595705.docx>.

⁶ The November Secretarial Letter reaffirmed the deadlines (described in Paragraph 2 of this Motion) that were originally established by the September Secretarial Letter. November Secretarial Letter at 4-5.

⁷ The OALJ was directed to incorporate the Stage 1 Initial Report into its Prehearing Order and to conduct evidentiary hearings to address matters raised therein. November Secretarial Letter at 4.

5. The November Secretarial Letter further directed PWSA and the parties to address “urgent infrastructure remediation and improvement, and the revenue and financing requirements of maintaining service that supports public health and safety” as part of Stage 1, while Stage 2 will focus on important PWSA billing and collection issues and the development of a proposed PWSA stormwater tariff.⁸ Litigation in Stage 2 is to begin after a final Commission Order is issued in Stage 1 in late 2019.⁹ The Commission’s Bureau of Consumer Services (“BCS”) has held two billing workshops related to Stage 2.¹⁰

6. Pursuant to the established litigation schedule in this proceeding, parties have already served direct and rebuttal testimony, and surrebuttal testimony is due to be served on May 17, 2019.¹¹ Therefore, parties have continually refined the voluminous list of issues in this case so that contested issues are now more defined and developed, making further negotiations more targeted and productive.

7. The Parties undertook formal and informal discovery in this proceeding, and have engaged in settlement discussions.

8. Consistent with the Secretarial Letters, the ALJs are directed to submit a recommended decision by July 29, 2019.¹² The current litigation schedule – which was

⁸ November Secretarial Letter at 3.

⁹ November Secretarial Letter at 5.

¹⁰ The first workshop was held on February 21, 2019 pursuant to the Secretarial letter (dated January 31, 2019), which is available at: <http://www.puc.state.pa.us/pcdocs/1604356.docx>. The second workshop was held on April 23, 2019 pursuant to the Secretarial letter (dated March 22, 2019), which is available at: <http://www.puc.state.pa.us/pcdocs/1611512.docx>.

¹¹ As a condition of agreeing to join this Motion, I&E must be permitted to serve its surrebuttal testimony on May 17, 2019.

¹² See 52 Pa.Code § 1.12 (computation of time). Eight months after November 28, 2018 ends on Sunday, July 28, 2019. The next business day following that Sunday is Monday, July 29, 2019.

developed to accommodate that deadline – calls for technical evidentiary hearings in Harrisburg on May 21-24, 2019.¹³

II. Request for extension of the Commission-created deadlines

9. The Commission has a strong policy favoring settlements. As set forth in the Commission's regulations, “the Commission encourages parties to seek negotiated settlements of contested proceedings in lieu of incurring the time, expense, and uncertainty of litigation.” 52 Pa. Code § 5.231.

10. Settlements eliminate the time, effort and expense of litigating a matter to its ultimate conclusion, which may entail review of the Commission's decision by the appellate courts of Pennsylvania. Such savings benefit not only the individual parties, but also the Commission and all ratepayers of a utility, who otherwise may have to bear the financial burden such litigation necessarily entails.

11. The Parties have made progress towards settlement. The Parties have agreed on certain details on a plan for PWSA compliance with the requirements under the Public Utility Code and the Commission’s regulations in several areas. If the requested extension is granted, the Parties intend to file a Joint Petition for Partial Settlement as to those issues on or before Friday, June 14, 2019.

12. The Parties desire to engage in further settlement discussions prior to evidentiary hearings, briefing and the issuance of a recommended decision.

13. However, insufficient time remains in the litigation schedule for the Parties to engage in further settlement discussions.

¹³ See page of the 4 Prehearing Order (dated December 27, 2018), which is available at: <http://www.puc.state.pa.us/pcdocs/1600045.doc>.

14. To enable the Parties to engage in further settlement discussions, the Moving Parties are requesting a three (3) month extension in the Commission-created deadlines established by the above-described Secretarial Letters. The requested extension would result in:

- (a) the issuance of a recommended decision no later than Tuesday, October 29, 2019;¹⁴
- (b) following the recommended decision, parties would be able to submit exceptions within twenty (20) days and reply exceptions no later than fifteen (15) days thereafter; and
- (c) the issuance of appropriate orders by the Commission on the filings no later than Friday, February 28, 2020.¹⁵

15. The Parties have agreed to the following conditions to help ensure that health and safety issues are prioritized and that said issues will not be adversely impacted during the requested extension:

Lead:

If the Commission agrees to delay the proceedings in the above-captioned matter, PWSA and its contractors will abide by the following terms unless and until either: (1) a final decision is issued by the Commission in this proceeding, or (2) a joint settlement is reached on these specific issues:

1. The terms set out in Section III.C.1 of the rate case settlement, including any terms that may have otherwise expired, will be extended.
2. If PWSA's Board rejects the proposed 2019 draft lead line replacement policy (RAW C-31), PWSA will continue to apply its current lead line replacement policy (LTIIP Appendix C). PWSA will apply its current lead line replacement policy in addition to the terms of the rate case settlement. If the policy and settlement conflict, the settlement will control.

¹⁴ Three months from Monday, July 29, 2019 ends on Tuesday, October 29, 2019.

¹⁵ The last public meeting in February 2019 is presently scheduled for Thursday, February 27 2019. http://www.puc.state.pa.us/General/pm_agendas/2020/2020_PM_Schedule.pdf.

3. If PWSA's Board approves the 2019 draft lead service line replacement policy, PWSA will apply that policy in addition to the terms of the rate case settlement. If the 2019 policy and settlement conflict, the settlement will control.
4. PWSA confirms that its current lead line replacement policy and the 2019 draft lead service line replacement policy both require PWSA to offer to replace, at no direct cost to customers, a private-side service line made of lead or galvanized iron whenever PWSA replaces a corresponding public-side service line. PWSA shall make this offer to customers regardless of whether the public-side service line is made of lead for any service line replaced during a water main (relay) replacement (including the small-diameter water main replacement program), a leak or break response (emergency) replacement, or a replacement conducted through the 2019-20 neighborhood-based lead service line replacement program.
5. PWSA will not perform a partial lead service line replacement without receiving a signed agreement from a property owner occupying the residence refusing PWSA's offer of a private-side lead service line replacement at no direct cost to the property owner. For purposes of this agreement, a partial lead service line replacement includes replacing any public-side service line (lead or non-lead) where the private-side service line is made of lead or galvanized iron.

Clearwell:

- I&E's agreement to petition the Commission to extend the deadline for the PWSA Stage 1 Compliance Plan ("Stage 1") proceeding is conditioned on PWSA proposing and the PWSA Board considering a resolution at its May 16, 2019 board meeting that projects related to the repair and replacement of the Aspinwall Clearwell ("Clearwell") be declared high priority projects. PWSA agrees it will file a letter to the Commission and parties on May 17, 2019 stating the outcome of the PWSA Board's consideration of the resolution, including board minutes.
- I&E requires this condition because, as stated in PWSA's Capital Improvement Plan, failure of the Aspinwall Clearwell will stop water delivery to PWSA customers, creating a public health emergency. Therefore, I&E only supports this petition on the basis that PWSA agrees that it will treat projects related to the Clearwell with highest priority. PWSA also agrees if this petition is granted, it will present to the parties either at the first settlement discussion regarding the Clearwell or June 14, whichever is sooner, a current timeline for all projects related to repair and replacement of the Clearwell and a written evaluation explaining every option that PWSA has identified to complete these projects on expedited timelines. PWSA agrees it will strive to identify all possible options. With these agreed to steps, I&E believes that a 3-month pause to permit additional negotiations is reasonable and acceptable.

Customer Service Issues:

- All customer service issues discussed in the rebuttal testimony of Julie Quigley would be addressed in Stage 2 workshop process. These issues specifically include:
 - The language, format and method of providing suspension and termination notice pursuant to Chapter 14 of the Public Utility Code and Chapter 56 of the Commission's regulations;
 - PWSA's compliance with the Discontinuance of Service to Leased Premises Act ("DSLPA"), 66 Pa.C.S. §§ 1521-1533; and
 - PWSA's plan for collections (to include strategies to reduce overall uncollectibles and to ensure collections practices for residential customers are consistent with legal requirements).
- Regarding the personal contact requirements of 52 Pa. Code §§56.94 and 56.336:
 - On an interim basis, PWSA will place a phone call the day prior to immediately prior to residential customer service terminations. Calls will be made by the service technician performing the termination or by a live customer service representative who is able to communicate directly with the service technician to stop a termination from occurring if warranted by the circumstances. Under no circumstances will these calls be made by an automated system or by a call center representative who does not have the ability to intervene to stop an active termination. As part of the calls,
 - PWSA will provide the consumer with a timeframe for the actual termination (such as morning/afternoon);
 - PWSA will provide specific information to the consumer during the call to ask about extenuating circumstances, such as a Protection from Abuse Order or medical condition and to offer a payment arrangement (if applicable); and,
 - PWSA will leave a voicemail (if available) if unable to reach the customer providing the same information as noted in prior two point.
 - PWSA agrees to implement monitoring/recording of information associated with the effectiveness of the interim personal contact process to include success rate of phone calls and tracking of in-field personnel both posting (3-day notices) and terminating service with regard to safety issues.
 - As part of the Stage 2 collaborative sessions, PWSA would elicit the help of BCS/Commission staff to gather information about the policies and

procedures in place at other PA utilities terminating service and engage in a discussion with the stakeholder collaborative about such policies.

- PWSA agrees to participate in Stage 2 collaboratives in good faith to explore potential policies and procedures that it might be able to agree to put in place to enable its employees to make an additional personal contact beyond a telephone call the day of termination. If parties (with the agreement of staff) have not reached a collaborative resolution of the issue, then the parties have the option of taking the issue directly to the Commission and PWSA agrees to include any waiver request that it may deem necessary at that time.
- Once the discussions (with BCS involvement) begin, the parties agree to assess their progress on the personal contact issue at three months and six intervals to determine whether resolution has been reached. If the parties (with BCS sign off) are have not able to reached a collaborative resolution of the issue then the parties have the option of taking the issue directly to the Commission and PWSA agrees to include any waiver request that it may deem necessary at that time. and depending on the timing of the Stage 2 process, then any party has the option to petition the Commission on this issue and – PWSA agrees to submit a petition with the PUC seeking direction and – to the extent such direction is not consistent with PWSA view at that time – any waiver that may be deemed necessary.
- PWSA agrees that the June 3, 2019 meeting of the LIAAC will be set aside for the purpose of providing data from the Affordability Analysis that is underway and that further meetings focused on the Analysis will be scheduled as may be needed to continue the discussion. PWSA also agrees to schedule LIAAC meetings on at least on a bi-monthly basis until PWSA files its Universal Service Plan as part of its next base rate proceeding. Additional meetings may also be scheduled if requested by a majority of the LIAAC membership.

16. Additionally, if the requested extension is granted, the Parties further intend to file a Second Joint Petition for Partial Settlement on or before Friday, September 13, 2019, as to any additional issues where agreement is reached during the requested extension period.

III. Request to move certain issues from Stage 1 to Stage 2

17. Certain customer service issues, including residential service termination and collections issues, are currently included in Stage 1 because there were specific questions on

those items in the Directed Questions in the Stage 1 Initial Report. Additionally, issues related to PWSA's compliance with the Discontinuance of Service to Leased Premises Act (Title 66, Chapter 15, subchapter B) were included in Stage 1 pursuant to the Commission's December 20, 2018 Reconsideration Order.

18. The purpose of the request to move the customer services issues identified above from Stage 1 to Stage 2 is based on the consensus of the parties who have prepared testimony regarding these issues and also participated in the BCS Stage 2 workshops that further open discussion about these matters with the assistance of Commission staff is a reasonable approach. As has become clear during the discussions with BCS, these issues are intertwined making it difficult to have a full and open discussion about many issues. For example, PWSA's customer service termination process includes not only the notices that are given to customers but when such notices are given, how they are provided, what avenues are available for specific customers to pursue depending on their factual circumstances and what actions are appropriate for PWSA to aggressively pursue collections of delinquent accounts. Therefore, the inclusion of the format and process for PWSA's service termination process in Stage 1 has resulted in parties and Commission staff not feeling comfortable addressing any topic that touches on those areas during the Stage 2 workshops. Thus, while the parties have worked to comply with the Commission's staging directives and have not addressed issues covered in the litigation during the BCS collaborative workshops, it has become clear that such segregation is standing as an obstacle in the way of forward progress.

19. PWSA welcomes and appreciates the input it may receive from the parties as well as the Commission staff. When, however, it can only receive input from the parties through litigation for some issues and is not able to seek further guidance from the staff on those issues

because they are being handled in litigation, the ability of PWSA to better understand what is required and to be able to reasonably address issues and concerns related to its current processes and/or future changes is significantly impeded.

20. While Stage 1 litigation is currently underway, the parties do not view the moving of these issues into Stage 2 as an unreasonable delay given that the BCS workshops are in process and that through collaborative discussion many of these issues may be amicably resolved. To the extent that occurs, PWSA would be able to more timely incorporate any changes needed as a result of the collaborative resolutions without being required to spend resources and time in litigation. Moreover, the sooner those collaborative agreements can be reached, the sooner PWSA can move forward to incorporate the changes into its existing policies and procedures. Finally, regarding the personal contact requirements of 52 Pa. Code §§56.94 and 56.336, the parties have identified this particular issue as one that should be addressed as soon as possible and, therefore, the proposal herein creates a pathway to reach a resolution of this issue sooner or to request that the Commission resolve the differences of the parties prior to the end of the Stage 2 Compliance Plan proceeding.

IV. Additional Terms and Conditions

21. The Commission's approval of this Joint Motion shall not be construed as approval of any of the Moving Parties' position on any issue, except to the extent required to effectuate the terms, conditions and agreements described in this Joint Motion.

22. It is understood and agreed among the Moving Parties that the terms, conditions and agreements described herein are the result of compromise and do not necessarily represent the position(s) that would be advanced by any party in this or any other proceeding, if it were fully litigated.

23. The terms, conditions and agreements described herein are a carefully balanced compromise of the interests of all the Moving Parties in this proceeding. This Joint Motion is presented without prejudice to any position which any of the Moving Parties may have advanced and without prejudice to the position any of the Moving Parties may advance in the future on the merits of the issues in future proceedings, except to the extent necessary to effectuate the terms, conditions and agreements described herein.

24. The terms, conditions and agreements described herein are conditioned upon the Commission's approval of the terms, conditions and agreements contained herein without modification. If the Commission should disapprove this Joint Motion or modify any terms, conditions or agreements described herein, this Joint Motion may be withdrawn upon written notice to the Commission and all parties within one (1) business day following entry of the Commission's Order by any of the Moving Parties and, in such event, shall be of no force and effect. In the event that the Commission disapproves the Joint Motion or PWSA or any other Moving Party elects to withdraw from the Joint Motion as provided above, each of the Moving Parties reserves their respective rights to fully litigate this case, including, but not limited to, presentation of witnesses, cross-examination and legal argument through submission of Briefs, Exceptions and Replies to Exceptions.

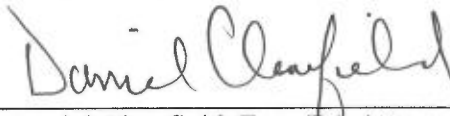
V. Conclusion

25. The Moving Parties request that the Commission grant: (1) a three month extension of the Commission-created deadlines in the above-captioned proceedings so as to provide the Parties with more time to engage in settlement discussions prior to evidentiary hearings, briefing and the issuance of a recommended decision; **and**, (2) that the above-described

consumer-related issues be moved from Stage 1 to Stage 2 so as to enable the Parties to fully engage in the BCS-led workshop(s) to engage in discussions on those issues.

WHEREFORE, the Moving Parties respectfully requests that the Commission: (a) grant this Joint Motion on an **expedited basis on or before Friday, May 17, 2019** so as to negate the immediate need for technical evidentiary hearings (that are scheduled to start the following week); and (b) take any other action deemed to be in the public interest.

Respectfully submitted,



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Dated: May 13, 2019

Counsel for
The Pittsburgh Water and Sewer Authority

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CERTIFICATE OF SERVICE

I hereby certify that this day I served a copy of PWSA's **Expedited Motion for Extension of Commission-Created Deadlines** upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

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Dated: May 13, 2019


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