



March 24, 2022

Via E-File

Rosemary Chiavetta, Secretary
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Implementation of Chapter 32 of the Public Utility Code Re: Pittsburgh Water and Sewer Authority, Docket Nos. M-2018-2640802, M-2018-2640803

Dear Secretary Chiavetta:

Consistent with Section 5.412a of the Commission's regulations, 52 Pa. Code § 5.412a, which requires the electronic submission of pre-served testimony, enclosed please find the following testimony and exhibits on behalf of Pittsburgh United in the above referenced matter:

- Pittsburgh United Statement 1, the Direct Testimony of Daniel Vitek
- Pittsburgh United Statement 1-R, the Rebuttal Testimony of Daniel Vitek
- Pittsburgh United Statement 1-SR, the Surrebuttal Testimony of Daniel Vitek
- Verification of Pittsburgh United Statements 1, 1-R, and 1-SR

All known parties and the presiding officers have been served previously with this testimony. Thank you for your time and consideration. Please feel free to contact me with any questions or concerns.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "John W. Sweet", with a stylized flourish at the end.

John W. Sweet, Esq.
Counsel for Pittsburgh United

cc: *Hon. Eranda Vero w/o enc. (via email only)*
Hon. Gail M. Chiodo w/o enc. (via email only)
Cert. of Service w/out enc.

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

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

CERTIFICATE OF SERVICE

I hereby certify that I have, on this day, served copies of the **Preserved Testimony Filing Letter** in the above captioned matter upon the following persons and in accordance with the requirements of 52 Pa. Code § 1.54.

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Respectfully submitted,

A handwritten signature in dark ink, appearing to read "John W. Sweet". The signature is written in a cursive, flowing style with a horizontal line above the name.

John W. Sweet, Esq., PA ID 320182
Counsel for Pittsburgh United

Dated: March 24, 2022

VERIFICATION

I, Daniel G. Vitek, Esq. hereby state that the facts set forth in:

- Pittsburgh United Statement 1, the Direct Testimony of Daniel G. Vitek, Esq,
- Pittsburgh United Statement 1-R, the Rebuttal Testimony of Daniel G. Vitek, Esq
- Pittsburgh United Statement 1-SR, the Surrebuttal Testimony of Daniel G. Vitek, Esq

are true and correct to the best of my knowledge, information, and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements made herein are subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsifications to authorities.)

March 11, 2022

Date

A handwritten signature in blue ink, appearing to read "D. Vitek", written over a horizontal line.

Signature

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Implementation of Chapter 32 of the	:	Docket No.	M-2018-2640802
Public Utility Code Re Pittsburgh	:		M-2018-2640803
Water and Sewer Authority	:		

DIRECT TESTIMONY OF DANIEL G. VITEK, ESQ.

ON BEHALF OF

PITTSBURGH UNITED

December 1, 2021

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PREPARED DIRECT TESTIMONY OF DANIEL G. VITEK, ESQ.

I. INTRODUCTION AND BACKGROUND

Q: Please state your name, occupation, and business address.

A: Daniel G. Vitek. I am an attorney with the Community Justice Project (CJP), a non-profit law firm dedicated to addressing systemic issues of poverty and enforcing of civil rights across Pennsylvania through advocacy and litigation. My address is 100 Fifth Avenue, Pittsburgh, PA 15222.

Q: Briefly outline your education and professional background.

A: As my attached resume shows,¹ I earned a B.A. in Political Science from the University of Rochester, where I graduated *cum laude* in 2003, and a J.D. from the University of Pittsburgh, School of Law in 2008. I have been practicing law for the last thirteen years. I started my law career at Neighborhood Legal Services Association (NLSA) in Pittsburgh, where I worked as a staff attorney representing low income individuals in administrative and civil court proceedings. From 2012 to 2018, I served as the Senior Housing Attorney at NLSA, focusing on legal issues facing low income renters, including their access to utility services. Since July 1, 2018, I have been employed as a staff attorney at CJP, where I continue to focus my practice in the area of tenant and civil rights for low income individuals and families, including in new immigrant communities.

As part of my work, I have been an active member of the Pennsylvania Legal Aid Network's Housing and Utility Law Groups and have provided numerous trainings for both lawyers and non-lawyers on tenant access to utility services and other topics. I also serve as a

¹ Attached as Appendix A.

1 panelist at the Pennsylvania Bar Institute's seminar on representing residential landlords and
2 tenants.

3 I am a member of the Allegheny County Bar Association and the Pennsylvania Bar
4 Association, where I previously served as co-vice chair of the Legal Services to the Public
5 Committee. I also previously served on the advisory committee for Landlord Tenant procedure for
6 the Allegheny County Court of Common Pleas, Civil Division. I am also an appointed member of
7 the Pennsylvania Supreme Court's Minor Court Rules Committee, which drafts and advises the
8 Court on rules of procedure for the Pennsylvania Magisterial District Court system.

9 **Q: Please describe your experience working with tenants facing utility customer service,**
10 **termination, and collection issues.**

11 A: As the Senior Housing Attorney at NLSA, I exclusively represented low income clients,
12 the vast majority of whom were renters. I handled numerous cases of renters facing the loss of
13 their utility services by negotiating with both landlords and utility companies, and I also handled
14 numerous cases that involved helping to enforce my clients' rights relative to landlords and utility
15 companies. At CJP, I continue to work with tenants across Pennsylvania, with a focus on new
16 immigrant communities, regarding utility services and their ability to access and maintain those
17 services.

18 I have represented several low income customers of PWSA who were facing termination
19 of their water service or who had already been shut-off by the time they reached out for help. Most
20 of these cases were renters who were facing termination because of non-payment either by the
21 tenant or the tenant's landlord. The issues for which clients sought our assistance most often
22 included bill unaffordability; terminations without proper notice; and tenants who were
23 disconnected because the landlord had stopped paying the bill or requested to voluntarily

1 discontinue service in an attempt to unlawfully force tenants from their home. These cases had a
2 wide range of outcomes, and depending on the circumstances, I attempted to resolve those issues
3 through negotiation, litigation, or bankruptcy.

4 **Q: Have you testified in any prior proceedings before the Pennsylvania PUC?**

5 A: Yes. I previously provided expert testimony in the Pittsburgh Water and Sewer Authority
6 (PWSA) 2018 rate case, at Docket Nos. R-2018-3002645 and R-2018-3002647, as well as
7 Pennsylvania American Water's 2020 rate case at Docket Nos. R-2020-3019369 and R-2020-
8 3019371. My testimony in these cases was primarily focused on compliance with the
9 Discontinuance of Service to Leased Premises Act² and Utility Service Tenant Rights Act,³ as well
10 as PWSA's collection and lien practices.

11 **Q: For whom are you testifying in this proceeding?**

12 A: I am testifying on behalf Pittsburgh United (United).

13 **Q: What is the purpose of your testimony?**

14 A: My testimony will focus on PWSA's proposals to attempt to comply with the Public Utility
15 Code (the Code) and the Commission's regulations, with a specific focus on the impact of PWSA's
16 proposals on low income consumers and vulnerable tenants. I note that there are several complex
17 legal questions at issue in this proceeding. While I am a licensed attorney in Pennsylvania, my
18 testimony is not intended to provide a legal opinion. My testimony is limited to discussing the
19 practical and policy implications of PWSA's practices, though I will indicate where a potential
20 legal issue may be further addressed by counsel for Pittsburgh United through briefing. I am
21 advised by counsel for Pittsburgh United that it reserves the right to raise any additional legal

² 66 Pa. C.S. Ch. 15, Subch. B.

³ 68 P.S. § 399.1, et seq.

issues which may arise through the course of the proceeding in briefing, regardless of whether I preserve the issue in my testimony.

Q: What documents and information did you review in developing your testimony?

A: I reviewed PWSA's Compliance Plan and Direct Testimony; the Commission's prior Orders and underlying record testimony in the Stage 1 Compliance Plan proceeding and PWSA's 2018, 2020, and 2021 rate case proceedings; PWSA's responses to discovery posed by Pittsburgh United and other parties to the proceeding; and Chapters 14 and 15 of the Code and Chapter 56 of the Commission's regulations, and other relevant statutory and regulatory provisions governing public utilities. I also reviewed available audits and reports regarding PWSA's billing and collections practices and other aspects of PWSA's operations.

To help ensure a complete record in this proceeding, conserve resources, and streamline review, I will incorporate the following documents into my testimony by reference:

- From PWSA's 2018 Rate Case, at Docket Numbers R-2018-3002645 and R-2018-3002647
 - Pittsburgh United St. 2, St. 2-R, and St. 2-SR, the Direct, Rebuttal, and Surrebuttal Testimony of Mitchel Miller, submitted September 25, 2018, October 26, 2018, and November 8, 2018, respectively.
 - Pittsburgh United St. 3 and St. 3-SR, the Direct and Surrebuttal Testimony of Daniel G. Vitek, Esq., submitted September 25, 2018, and November 8, 2018, respectively.
- From the Stage 1 Compliance Plan Proceeding, at Docket Numbers M-2018-2640802 and M-2018-2640803
 - Pittsburgh United St. C-1, the Direct Testimony of Mitchell Miller, submitted April 5, 2019, revised May 6, 2019, and St. C-1SR, the Surrebuttal Testimony of Mitchell Miller, submitted May 17, 2019.
 - Pittsburgh United St. C-2, the Direct Testimony of Gregory Welter, submitted April 5, 2019.

Each of these documents were admitted to the record at the dockets noted above. I am advised by counsel for Pittsburgh United that, pursuant to Sections 5.406 and 5.407 of the Commission's

1 regulations, Pittsburgh United will provide a copy of these documents to the parties upon request
2 and intends to present a copy for admission to the record at the evidentiary hearings in this matter.

3 **II. COMPLIANCE PLAN ISSUES**

4 **Q: What are the circumstances that led to the passage of Act 65⁴, bringing PWSA under**
5 **the jurisdiction of the Public Utility Commission?**

6 A: It is my understanding, based on review of available reports, testimony from other
7 proceedings, and other relevant documents, that the legislature passed Act 65 to stabilize PWSA's
8 operations, and to help resolve critical issues surrounding the safety of PWSA's drinking water⁵ –
9 as well as PWSA's billing and collections policies, including its exercise of lien authority to collect
10 residential debts.⁶

11 **Q: As a preliminary matter, do you have concerns about PWSA's approach to**
12 **compliance with the Public Utility Code and Commission regulations?**

13 A: Yes. As I will explain in more detail throughout my testimony, PWSA requests that the
14 Commission adjust its rules and regulations to accommodate PWSA's existing practices - rather
15 than the other way around. Throughout its Compliance Plan and accompanying testimony, PWSA
16 asserts that it is either "compliant" with the Code and regulations, without providing additional
17 details – or that it is infeasible to fully comply with the statutory and regulatory obligations of a
18 regulated public utility because full compliance would conflict with the policies and processes

⁴ Act 65 of 2017, 66 Pa. C.S. § 3201 *et seq.*

⁵ A full background of the circumstances leading to critical issues with the safety of PWSA's drinking water was provided by Pittsburgh United's expert witness, Gregory Welter, in his Direct Testimony in the Stage 1 Compliance Plan proceeding at the dockets in this proceeding (Docket Nos. M-2018-2640802; M-2018-2640803), which I incorporated by reference above.

⁶ See Commonwealth of Pennsylvania Department of the Auditor General, Performance Audit Report, The Pittsburgh Water and Sewer Authority, Governance (November 2017). <https://www.paauditor.gov/press-releases/auditor-general-depasquale-says-audit-of-pittsburgh-water-and-sewer-authority-shows-urgent-need-for-immediate-action>; see also City of Pittsburgh, Office of City Controller, Performance Audit, Pittsburgh Water and Sewer Authority (June 2017). <https://pittsburghpa.gov/controller/performance-audits>

1 established prior to coming under Commission jurisdiction. These old systems, processes, and
2 procedures led to the problems that caused consumers to lose confidence in PWSA, put the
3 population at risk, and resulted in major collection issues that ultimately led to the passage of Act
4 65 – which requires PWSA to comply with the statutory and regulatory provisions of the Public
5 Utility Code, subject to oversight and directives of the Commission.⁷

6 I understand and appreciate that PWSA has undertaken a major effort toward compliance
7 with the Code and Commission regulations and that this is an ongoing process; however, there
8 remain several discrepancies among PWSA’s existing and proposed policies and procedures that
9 do not appear to align with the law. PWSA must ensure that its tariffs, compliance plan, and
10 training materials are consistent with the Public Utility Code, as well as Commission policy and
11 regulations, and accurately reflect the changes that PWSA has already made and/or proposes to
12 make to come into compliance and to reflect the policies and practices otherwise ordered as a result
13 of this proceeding.

14 **Q: In its Compliance Plan filing, did PWSA provide tariff language reflecting the**
15 **changes it proposes to make to its tariff?**

16 A: No. There are many instances where PWSA’s current tariff language does not reflect its
17 current and/or proposed process and procedures related to applications for service and/or customer
18 billing, collections, and terminations. PWSA acknowledges that its tariff is not reflective of some
19 of its current practices; however, PWSA has not provided proposed language to incorporate its
20 current and/or proposed practices into its tariffs.⁸ Instead, PWSA proposes that, once there is

⁷ 66 Pa. C.S. § 3202(a).

⁸ PWSA St. 1 at 6-7.

1 agreement or Commission direction about what needs to be in its tariff, PWSA will propose
2 specific tariff language reflecting those changes.⁹

3 I will make several observations and recommendations throughout my testimony to address
4 areas where PWSA's **practices appear to be** out of compliance with the Public Utility Code.
5 However, I have not put forth proposed tariff language designed to implement these
6 recommendations. Ultimately, **potentially substantial** revisions to PWSA's tariff will be
7 necessary to implement PWSA's current and proposed practices, as well as any modifications to
8 those current and proposed practices made in the course of this proceeding.

9 While I am advised by counsel for Pittsburgh United that the Commission's regulations set
10 forth a procedural process for utilities to file tariff revisions following a final decision, that
11 regulation is limited to tariff amendments resulting from a rate proceeding.¹⁰ This regulatory
12 process allows a utility to file tariff revisions within 20 days of a final order in a rate proceeding,
13 and provides that the parties to the rate proceeding may file exceptions within 10 days of the
14 compliance filing.¹¹ As I discuss throughout, there are a number of complex issues in this
15 proceeding that will impact a number of interdependent provisions of PWSA's tariff. Review of
16 PWSA's proposed tariff language will require a longer, more detailed review process than is
17 contemplated in the Commission's regulations to ensure that the resulting tariff accurately reflects
18 the agreements of the parties and/or the directives of the Commission. Because there are so many
19 discrepancies between PWSA's existing tariff, Compliance Plan, and operating procedures, I
20 recommend the Commission set forth an additional process for the appropriate review of PWSA's

⁹ PWSA St. 1 at 6-7; OCA I-2, I-3.

¹⁰ 52 Pa. Code § 5.592.

¹¹ Id.

1 proposed tariff revisions resulting from this proceeding. At a minimum, I recommend that the
2 Commission provide the parties at least 45 days to review and file Exceptions or otherwise submit
3 further comments on PWSA's proposed tariff revisions following entry of a final order in this
4 proceeding. It is important that there be adequate time to review proposed tariff language in detail
5 to prevent unintended consequences and ensure full compliance with the Code and Commission
6 regulations in furtherance of Act 65. Additional review by the Administrative Law Judge in this
7 case may be warranted if substantial issues remain.

8 **a. Definitions**

9 ***i. Definitions of Applicant, Customer, Occupant, and Person***

10 **Q: How does Chapter 14 of the Public Utility Code and Chapter 56 of the Commission's**
11 **regulations define the terms Applicant, Customer, Occupant, and Person?**

12 A: Chapter 14 of the Public Utility Code sets out the rules that utilities must follow for
13 collecting money on past due accounts, including applicable consumer protections, payment
14 agreements, and terminations.¹² In relevant part, Chapter 14 defines the terms "Applicant" and
15 "Customer" as follows:

16 *Applicant.*

17 A natural person not currently receiving service who applies for residential service
18 provided by a public utility or any adult occupant whose name appears on the
19 mortgage, deed or lease of the property for which the residential utility service is
20 requested. The term does not include a person who, within 30 days after service
21 termination or discontinuance of service, seeks to have service reconnected at the
22 same location or transferred to another location within the service territory of the
23 public utility.

¹² See generally 66 Pa. C.S. Ch. 14.

1 *Customer.*

2 A natural person in whose name a residential service account is listed and who is
3 primarily responsible for payment of bills rendered for the service or any adult
4 occupant whose name appears on the mortgage, deed or lease of the property for
5 which the residential utility service is requested. The term includes a person who,
6 within 30 days after service termination or discontinuance of service, seeks to have
7 service reconnected at the same location or transferred to another location within
8 the service territory of the public utility.¹³

9 Chapter 56 of the Commission’s regulations, in turn, set forth detailed standards further
10 governing the billing, collection, and termination of residential accounts, and implementing the
11 provisions of Chapter 14.¹⁴ The Chapter 56 definitions of “Applicant” and “Customer” largely
12 mirror the Chapter 14 definitions for these terms.¹⁵ Chapter 56 also contains definitions for
13 “Occupant” and “Person” – with are referenced in the definitions of Applicant and Customer:

14 *Occupant.*

15 A natural person who resides in the premises to which public utility service is
16 provided.

17 *Person.*

¹³ 66 Pa. C.S. § 1403.

¹⁴ See generally 52 Pa. Code Ch. 56.

¹⁵ 52 Pa. Code § 56.2:

Applicant:

- (i) A natural person at least 18 years of age not currently receiving service who applies for residential service provided by a public utility or any adult occupant whose name appears on the mortgage, deed, or lease of the property for which the residential public utility service is requested.
- (ii) The term does not include a person who, within 30 days after service termination or discontinuance of service, seeks to have service reconnected at the same location or transferred to another location within the service territory of the public utility.

Customer:

- (i) A natural person at least 18 years of age in whose name a residential service account is listed and who is primarily responsible for payment of bills rendered for the service or an adult occupant whose name appears on the mortgage, deed, or lease of the property for which the residential public utility service is requested.
- (ii) The term includes a person who, within 30 days after service termination or discontinuance of service, seeks to have service reconnected at the same location or transferred to another location within the service territory of the public utility.

1 An individual, partnership, corporation, association, including any lessee, assignee,
2 trustee, receiver, executor, administrator and other successors in interest.

3 A plain reading of these definitions indicates that the terms Applicant and Customer should include
4 tenants as well as those who otherwise reside at the property.¹⁶

5 **Q: How does PWSA define Applicant, Customer, Occupant, and Person in its current**
6 **tariffs?**

7 A: PWSA defines an “Applicant” as: “A person or entity who applies to become a customer
8 of the Authority in accordance with Part III, Section A, of this tariff.”¹⁷ Part III, Section A of the
9 tariff specifically allows tenants to apply for service and become a PWSA customer.¹⁸

10 PWSA defines “Customer” as: “A person or entity who is an owner or occupant and who
11 contracts with the Authority for water service.”¹⁹

12 PWSA defines “Occupant” as: “A person to whom an Owner has allowed occupancy of a
13 Property through a lease or other contractual arrangement and who has a reasonable expectation
14 of occupying the property for six months or more.”²⁰

15 PWSA defines “Person” as: “Individual natural persons, firms, partnerships, joint ventures,
16 societies, associations, clubs, trusts, corporations, governments, political subdivisions, or
17 organizations of any kind, including officers, agents, employees, or representatives of any of the

¹⁶ Id.

¹⁷ PWSA Tariff at p. 20

¹⁸ Id. at p. 30-32

¹⁹ Id. at p. 22

²⁰ Id. at p. 23 (PWSA defines “Person” as: “Individual natural persons, firms, partnerships, joint ventures, societies, associations, clubs, trusts, corporations, governments, political subdivisions, or organizations of any kind, including officers, agents, employees, or representatives of any of the foregoing, in any capacity, acting either for him- or herself or for any other person, under either personal appointment or pursuant to law.”).

1 foregoing, in any capacity, acting either for him- or herself or for any other person, under either
2 personal appointment or pursuant to law.²¹

3 A plain reading of the definitions found in PWSA's current tariffs, indicates that tenants
4 are able to become customers, similar to the definitions of Applicant and Customer in Chapters
5 14 and 56. However, PWSA indicates in its Stage 2 Compliance Plan that it does not comply with
6 this current tariff language and will not allow tenants or other non-owners to apply for or become
7 customers due to concerns about retaining its lien authority.²² Thus, while on its face, PWSA's
8 current tariff language appears to allow tenants or other non-owners to apply for service and
9 become a customer of PWSA, it is apparent that PWSA does not abide by its own tariff language.

10 **Q: Please summarize PWSA's response to the Commission's Directed Question 1**
11 **regarding the definitions of 'Applicant' and 'Customer' as these terms relate to the rights of**
12 **consumers who do not own their residence.**

13 A: Directed Question 1 addressed PWSA's statement in its Stage 2 Compliance Plan that the
14 definitions provided in its Tariff for the terms "Applicant," "Customer," "Occupant," and
15 "Person" do not conform with Chapters 14 and 56.²³ The Directed Question asks the following:

16 The parties should discuss the implications of PWSA's treatment of an "Applicant"
17 and "Customer" as these terms relate to the rights of individuals who are not
18 property owners to obtain utility service under Chapter 56 of the PUC's regulations
19 and the DSLPA. This discussion should encompass topics relevant to the
20 application of service, the collection of debt, the transfer of accounts, and tenant
21 rights identified in DSLPA.²⁴

²¹ Id.

²² Stage 2 Compliance Plan at 31.

²³ Id.

²⁴ Directed Question 1.

1 In response, PWSA explains that it always considers property owners to be “customers of record”
2 (a term undefined by PWSA’s tariff), and asserts that the property owner will remain the primary
3 receiver of information about service to their property, including bills and account notices.²⁵
4 PWSA further explains that if a tenant requests a copy of the bill for residential service, and wishes
5 to pay PWSA directly for service to a leased premises, the tenant may be added onto the landlord’s
6 the account and become a “Listed Tenant”.

7 PWSA’s witness, Julie Quigley, explains that a tenant can become a “Listed Tenant” two
8 ways: (1) completion of a “Change of Address – Owner/Tenant Form” or (2) completion of an
9 “Assumption Form”.

10 First, if the tenant has the owner’s consent, the tenant can become a “Listed Tenant” if the
11 property owner and tenant jointly submit a “Change of Address – Owner/Tenant” form.²⁶ This
12 form requires a signature of both the property owner and the tenant and lists the tenant’s move-in
13 date. The form contains the following disclaimer:

14 Owners and Property Managers: As the master account holder, please ensure that
15 the balance is paid in full before a tenant assumes responsibility for the billing. Any
16 unpaid balance prior to the tenant’s move-in date listed above could postpone
17 processing and/or cause removal of the tenant’s information from the account.²⁷

18 In testimony, Ms. Quigley further explains that this clause is designed “to *encourage* payment of
19 outstanding charges prior to adding a tenant to the account” – and asserts that the form “make[s]
20 it clear that the owner (or property manager) is responsible for any outstanding debt incurred prior
21 to adding a tenant to the account.”²⁸ Later in testimony, Ms. Quigley notes that PWSA will hold

²⁵ PWSA St. 1 at 11.

²⁶ Id.; see also Ex. JAQ-22.

²⁷ PWSA Ex. JAQ-22.

²⁸ PWSA St. 1 at 13.

1 the tenant responsible for payment of debts accrued “during the time the tenant was listed on the
2 account” as a condition of reconnecting service following termination for non-payment.²⁹ But
3 there is no further information in testimony or on the form detailing the practical effect of
4 completing the form – including the owner and the tenant’s respective rights and obligations with
5 regard to charges accrued either prior to or after the tenant’s move-in date.

6 Importantly, Ms. Quigley notes that:

7 Prospective Tenants and other Non-owner Occupants are encouraged to contact PWSA
8 prior to signing a lease to determine whether there is an existing, delinquent account for
9 the property because the delinquency will remain with the property and may hinder the
10 Prospective Tenant from becoming a Listed Tenant, as they cannot be held liable for debts
11 which they did not incur.³⁰

12 This suggests that PWSA may not allow a tenant to be added to an account if there are prior debts
13 incurred at the premise. However, she does not explain how prospective tenants are informed of
14 this information and/or encouraged to contact PWSA prior to signing a lease. It is also unclear how
15 and whether PWSA could provide a “Prospective Tenant” with information about debts on an
16 account, as this would seemingly violate customer privacy.

17 Also, of note here, it appears that PWSA is not currently able to ensure that a tenant will
18 only receive a bill for any charges incurred from the tenants’ move-in date after completing a
19 Change of Address – Owner/Tenant Form. Ms. Quigley explains: “The limitations of PWSA’s
20 current billing system prevent PWSA from identifying the starting point of a tenant’s responsibility
21 for charges when there is pre-existing debt at the property at the time the tenant begins to reside
22 there.”³¹ Ms. Quigley suggests that PWSA could institute a new process for tracking outstanding

²⁹ Id. at 33-34.

³⁰ Id. at 33.

³¹ Id. at 26.

1 arrearage for an account with a Listed Tenant in August 2022, when its new billing system is
2 scheduled for implementation, but does not specifically commit to doing so for all Listed Tenants
3 – nor does PWSA explain how it will ensure that tenants added prior to August 2022 will never be
4 charged for debts incurred by a prior tenant or the property owner prior to their move-in. Even if
5 the billing system is upgraded, it is unclear from my review of the available information whether
6 PWSA’s AMI meters would permit a tenant to be charged only for usage incurred as of a specific
7 calendar day.

8 Second, if the tenant does not have the owner’s consent to be added to the bill, the tenant
9 may become a “Listed Tenant” by submitting a notarized Assumption Form, through which the
10 tenant agrees to “assume responsibility for the amounts due to The Pittsburgh Water and Sewer
11 Authority as of ___/___/___.”³² This form is problematic on its face as it requires tenants to
12 assume responsibility for debts owed to PWSA “*as of*” the date listed on the form, which implies
13 that the tenant agrees to assume the landlord’s prior debt. In response to discovery, PWSA attempts
14 to clarify that by completing the form, the tenant is accepting responsibility for charges “from the
15 date that they provide on the form,”³³ which would imply that the tenant assumes responsibility
16 for charges going forward. If that is indeed PWSA’s intention, the Assumption Form should
17 indicate that the tenant is accepting charges “*from*” the specified date forward, and not accepting
18 the debt owed on the account “*as of*” the specified date. Regardless of PWSA’s intent, a tenant’s
19 signature on this notarized form – assuming liability for debts on an account as of a certain date –
20 could be used against a tenant in the context of an eviction, small claims, or other legal proceeding.

³² Id.; see also Ex. JAQ-20.

³³ United I-5. Note: The discovery responses on which I based my analysis in this testimony are attached as Appendix B.

1 Just like the Change of Address – Owner/Tenant Form, there is no further information on
2 the Assumption Form detailing the practical effect of completing the form – including the owner’s
3 and the tenant’s rights and obligations with respect to charges accrued either prior to or after the
4 tenant’s agreement to “assume responsibility” for the debt – or a tenant’s potential rights under
5 DSLPA that would protect a tenant from having to assume liability for any charges – past or
6 future.³⁴ Again, elsewhere in testimony Ms. Quigley explains that PWSA’s billing system is
7 unable to identify a starting point for a tenant’s responsibility, which raises substantial questions
8 as to how and whether PWSA is currently able to segregate a landlord’s prior debt from the bill
9 the tenant will receive on a forward going basis – and whether they will be able to do so on a
10 forward going basis after implementation of PWSA’s new billing system in August 2022.³⁵
11 Ultimately, correcting the Assumption Form will not address the panoply of other issues with
12 PWSA’s tenant proposals.

13 For all accounts with a “Listed Tenant” (either through submission of a Change of Address
14 – Owner/Tenant Form or an Assumption Form), Ms. Quigley explains that it continues to send
15 copies of all bills, bill messages, and account notices to the “owner-customer.” However, she
16 asserts that PWSA nevertheless provides “Listed Tenants” with all the rights afforded under
17 Chapters 14 and 15 of the Public Utility Code and Chapter 56 of the Commission’s regulations
18 and, if they are eligible, allows Listed Tenants to participate in PWSA’s customer assistance
19 programs.³⁶ Again, it is unclear whether tenants are able to become a “Listed Tenant”, and

³⁴ PWSA Ex. JAQ-20; see 66 Pa. C.S. § 1527.

³⁵ PWSA St. 1 at 26.

³⁶ Id.

1 therefore access the rights afforded under the Code and Commission regulations if an owner
2 refuses to first bring an account current.

3 PWSA refers to tenants who have not submitted a Change of Address - Owner/Tenant
4 Form or an Assumption Form as an “Unlisted Tenant.”³⁷ Ms. Quigley asserts that PWSA provides
5 Unlisted Tenants with rights pursuant to the Discontinuance of Service to Leased Premises Act
6 (DSLPA), where applicable, but that Unlisted Tenants are not eligible to participate in assistance
7 programs or Chapter 14 payment arrangements.³⁸ Presumably, this means that Unlisted Tenants
8 are also excluded from access to other Chapter 14 and Chapter 56 protections, such as winter
9 protections, medical certificates, and protections for victims of domestic violence, though Ms.
10 Quigley did not expressly indicate whether PWSA would apply these other protections.

11 As a final but critical note with regard to PWSA’s definition of “customer” and “applicant,
12 and its proposed treatment of tenants, PWSA indicated in its Stage 2 Compliance Plan that it will
13 allow tenants to become a named customer in a “limited scenario” if the tenants “voluntarily agree
14 to be responsible for the landlord’s prior outstanding charges at a property” in order to establish
15 service in their own name.³⁹ In other words, it appears as though – in addition to Listed and
16 Unlisted Tenants – PWSA provides tenants with the option to become a customer if they pay all
17 of the prior outstanding debts at the property, including any debts incurred by the owner or prior
18 tenants. It is unclear when or how this option is presented to tenants, as it was not discussed in
19 PWSA’s direct testimony.

³⁷ Id. at 11-12.

³⁸ Id.

³⁹ Stage 2 Compliance Plan at 33.

1 Ultimately, PWSA’s current practices with regard to applicants and customers, as those
2 terms are defined in the Code and Commission regulation, raises critical issues related to
3 confidentiality, debt collection, and rights of uniquely vulnerable consumers. While PWSA
4 pledges to afford tenants all rights available under Chapters 14 and 15 of the Public Utility Code
5 and Chapter 56 of the Commission’s regulations, I am concerned that PWSA’s proposal to
6 continue prohibiting tenants from applying for service and/or becoming a customer – and to instead
7 create alternative defined terms for Listed and Unlisted Tenants – will nevertheless undercut
8 tenants’ statutory and regulatory rights to access and maintain service to a leased premises without
9 interference by the property owner.

10 **Q: Why is it important that tenants be allowed to apply for service and become a**
11 **“Customer” of a public utility?**

12 A: Access to water service is tied directly to the health and well-being of the household and
13 the habitability of the home. The inability to connect and maintain water service can be akin to
14 eviction from a home, as the home may be deemed uninhabitable or even condemned, forcing
15 families to vacate with little to no notice.⁴⁰ Lack of water service in a home can jeopardize a
16 parent’s custody of their children and is often cited as a cause of evictions from private and public
17 housing - leading to increased rates of homelessness, and making it difficult for a family to be
18 rehoused.⁴¹ When families reside in a home without running water, it poses a threat to public health

⁴⁰ Coty Montag, Water/Color: A Study of Race and the Water Affordability Crisis in America’s Cities, NAACP Legal Defense and Educational Fund, Inc, May 2019 ,at p. 28, (hereinafter “Water/Color Report”) available at: https://www.naacpldf.org/wp-content/uploads/Water_Report_FULL_5_31_19_FINAL_OPT.pdf

⁴¹ See Joint State Government Commission, General Assembly of the Commonwealth of Pennsylvania, Homelessness in Pennsylvania: Causes, Impacts, and Solutions: A Task Force and Advisory Committee Report (2016), available at: <http://jsg.legis.state.pa.us/resources/documents/ftp/documents/HR550%201%20page%20summary%204-6-2016.pdf>.

1 and human dignity because without access to running water, families are unable to cook, bathe,
2 clean, or flush their toilet.⁴² Consistent and affordable access to water and wastewater services has
3 shown to have numerous benefits to communities as a whole. Having affordable access to such
4 services has been linked to healthier child development, decreasing homelessness, and improving
5 affordability of public and private housing.⁴³

6 As “Customers” of a utility as defined by Chapter 14 of the Code and Chapter 56 of the
7 regulations, tenants are able to avail themselves of the due process and consumer protections
8 provided in the Public Utility Code, which the Code confers specifically on “Applicants” and/or
9 “Customers” as defined by the statute.⁴⁴ These are vital provisions that protect confidentiality,
10 provide due process before termination can occur, provide access to the Commission’s formal and
11 informal complaint processes, protect from terminations during winter months, and provide special
12 protections for medically vulnerable households and victims of domestic violence. Additionally,
13 the Discontinuance of Service to Leased Premises Act (DSLPA) codified in Chapter 15,
14 subchapter B of the Public Utility Code expressly grants tenants the right to subscribe to service
15 individually if they are at risk of termination due to landlord nonpayment, shields tenants from
16 incurring charges for water used in common areas or by tenants in other units in a multifamily
17 building, and protects tenants from further retaliation by a landlord for exercising their rights under
18 the Act.⁴⁵ In the event of a discrepancy between the utility and the customer, the Code provides
19 customers with the right to seek a remedy through the Commission’s complaint processes.⁴⁶

⁴² Water/Color Report at 28.

⁴³ See UUSC, Patricia Jones et al., The Invisible Crisis: Water Unaffordability in the United States (May 2016), available at: http://www.uusc.org/sites/default/files/the_invisible_crisis_web.pdf.

⁴⁴ See generally, 66 Pa. C.S. Ch. 14, 52 Pa. Code Ch. 56.

⁴⁵ 66 Pa. C.S. Ch. 15, Subch. B.

⁴⁶ See, e.g., 66 Pa. C.S. §§ 307(d), 308., 701; 52 Pa. Code §§ 3.112, 56.162, 56.173.

PWSA proposes a workaround that it asserts will provide some of these protections to tenants without also allowing them to become a named customer – instead, allowing tenants to become a “Listed Tenant” or an “Unlisted Tenant,” in which case PWSA will extend certain rights and obligations for tenants to maintain water and wastewater service to the rental property. PWSA’s proposals are unnecessarily complicated and confusing, lack critical definition around the rights and responsibilities of an owner and a tenant – including liability for debts, and will not adequately ensure that tenants will have access to the full panoply of rights available to them under the Public Utility Code and the Commission’s policies and regulations. The inability to access and maintain water and wastewater service in a manner that is consistent with the strictures of the Public Utility Code is especially problematic for low income tenants who disproportionately face affordability and termination issues, are more likely to face eviction or other adverse actions of a property owner or landlord which may affect their ability to maintain or obtain housing or housing assistance in the future.

Q: Please summarize your concerns regarding PWSA’s refusal to allow anyone other than the property owner to apply for service and become a named customer of PWSA, and its proposals regarding “Listed Tenants” and “Unlisted Tenants.”

A: Overall, I am concerned that PWSA’s proposal lacks critical specificity, and its explanations regarding the rights and obligations of owners and tenants sometimes conflict. This makes it difficult to fully assess PWSA’s proposals. For example, in providing an overview of PWSA’s current and proposed definitions, I noted there are several open questions – such as whether PWSA can track and assign debts accrued prior to a tenancy, whether a tenant may become a Listed Tenant if the owner does not resolve prior debts, and under what circumstances a tenant is offered the option to pay the landlord’s prior debts to become a Listed Tenant. I also noted

1 the lack of information provided to owners and tenants regarding their completion of the Change
2 of Address – Owner/Tenant Form or the Assumption Form, and the rights and obligations that will
3 attach.

4 Although PWSA asserts that Listed Tenants will receive all of the rights and protections
5 provided to Customers under the Public Utility Code and Commission regulations, there are
6 several specific substantive areas where PWSA’s proposal seemingly fails to preserve tenants’
7 rights, including the ability to access the Commission’s complaint process; the process for
8 assignment and assumption of debts by a tenant or occupant; the confidentiality of sensitive
9 account information; and the ability of a tenant to maintain service to their home without
10 interference by the property owner.

11 *Access to Commission’s Complaint Process*⁴⁷

12 **Q: Please explain your concerns about the impact of PWSA’s proposal on a tenants’**
13 **ability to avail themselves of the Commission’s complaint process.**

14 A: PWSA’s proposal regarding Listed and Unlisted Tenants could undermine the ability of
15 tenants to file and pursue a complaint with the Commission. Without a process to establish and
16 maintain an account as an “applicant” or “customer” of PWSA, tenants may have trouble accessing
17 the Commission’s formal and informal complaint process. For example, Sections 56.140 and
18 56.141 protect “customers” from termination pending resolution of a dispute and require public
19 utilities to attempt resolution of disputes raised by a “customer” as that term is defined in the Code
20 and Commission regulations.⁴⁸ These provisions, by their terms, do not necessarily extend to

⁴⁷ See 52 Pa. Code §§ 56.140 - .181 (Disputes, Termination Disputes; Informal and Formal Complaints).

⁴⁸ 52 Pa. Code §§ 56.140- .141.

1 Listed or Unlisted Tenants. Tenants may also be limited in the information they are entitled to
2 receive about the usage and payment history at the location to resolve a dispute. Section 56.152
3 requires public utilities to provide “customers” with a public utility company report following a
4 dispute.⁴⁹ Further, given an owner and tenant’s account would be inextricably linked under
5 PWSA’s proposal, investigation and resolution of a dispute by a Listed or Unlisted Tenant could
6 potentially expose sensitive tenant information to the landlord – or vice versa.

7 While these concerns could potentially be addressed through implementation of an
8 alternative set of rules for tenant-initiated disputes with PWSA and escalation of those disputes to
9 the Commission, I am concerned that creating a separate set of rules will complicate enforcement
10 actions and undermine the ability of tenants to access relief that should otherwise be available to
11 them pursuant to the Code and the Commission’s regulations. At a minimum, establishing a
12 separate set of rules would require training and additional resources for the Commission and
13 PWSA to ensure proper implementation – as well as increased educational and informational
14 efforts to ensure tenants in PWSA’s service territory are aware that a separate set of rules apply.

15 It also bears noting that the Commission would have to first untangle complex questions
16 about its authority to enforce tariff provisions promulgated by PWSA that do not correlate with
17 and/or plainly contradict applicable statutory and/or regulatory provisions. I am advised by counsel
18 for Pittsburgh United that these legal questions will be addressed – as necessary – through briefing.

⁴⁹ 52 Pa. Code § 56.152.

Tenants Assumption of Debts for which they are Not Legally Responsible.⁵⁰

Q: Please explain why you are concerned that PWSA’s tenant proposals could cause tenants to be charged for debts for which they are not legally responsible.

A: PWSA asserts that its proposal regarding “Listed Tenants” is designed to ensure that the property owner will always remain ultimately liable for the debt so that PWSA can preserve its ability to lien a property for non-payment.⁵¹ However, as I noted above in providing an overview of PWSA’s proposal, I am concerned that PWSA asks tenants to assume the landlord’s prior debt accrued at the property. I am also concerned that PWSA is not currently able to ensure that a tenant will only receive a bill for any charges incurred from the tenants’ move-in date after completing a Change of Address – Owner/Tenant Form or an Assumption Form.⁵² While PWSA asserts that its new billing system could provide a conceivable work-around, it does not commit to using this work-around for all Listed Tenants by creating a separate account in the landlord’s name.⁵³ Further, it remains unclear whether PWSA’s metering will allow it to identify usage incurred as of a specific calendar day and how PWSA could protect the tenant’s confidential information.

Moreover, as previously explained, the Change of Address – Owner/Tenant Form and/or Assumption Form lack any clear explanation of what the tenant and/or owner are agreeing to when they complete and submit the forms to PWSA. And the Assumption Form contemplates that a tenant will assume all debts on an account as of a specific date – as opposed to assuming liability for charges incurred at a property on a forward going basis. It also unclear whether PWSA provides the form in languages other than English to ensure that tenants with limited English proficiency are able to understand what they are signing. Property owners and tenants must be provided clear explanations, in plain and understandable language, of

⁵⁰ 52 Pa. Code §56.35

⁵¹ Stage 2 Compliance Plan at 32; PWSA St. 1 at 11-12.

⁵² PWSA St. 1 at 26; OCA I-8.

⁵³ PWSA St. 1 at 25-26.

1 their rights and obligations regarding prior and future charges and the continuation of uninterrupted service
2 to a leased premise – including potential rights under DSLPA to *not* assume liability for future debts if
3 service is at risk of termination due to the landlord’s failure to pay the bill.

4 PWSA’s proposal also fails to clearly explain whether charges accrued by a prior tenant,
5 or the landlord, could prevent a tenant from becoming a “Listed Tenant” – and in turn prevent
6 them from accessing protections under the Code and Commission regulation. Nevertheless, while
7 she does not say so outright, her collective testimony – in the context of the Compliance Plan –
8 suggests that PWSA may refuse to add a tenant to the account unless the owner is current on all
9 charges. This potential rejection raises additional questions, such as whether PWSA will allow a
10 new tenant to be added if the owner has a payment arrangement for prior debts (and is therefore
11 current on the bill) – and, if so, how PWSA will ensure that the payment arrangement will not be
12 placed on the bill that the tenant receives. As I indicated previously, Ms. Quigley explained that
13 PWSA encourages “Prospective Tenants” to check whether there are existing debts on an account
14 prior to signing a lease, she provides no indication of how PWSA identifies and informs
15 “Prospective Tenants” that it is the tenant’s obligation to determine whether there are prior debts
16 on an account – and that failure to do so could prevent the tenant from obtaining service to the
17 leased property. It is unclear how PWSA attempts to identify “Prospective Tenants” or how they
18 could access this information without a prospective landlord’s permission. This policy is
19 particularly concerning for the lowest income families, who lack the resources to pursue legal
20 remedies against a landlord if they are unable to resolve prior debts to ensure the tenant can connect
21 to service at the leased premises. Once a tenant signs a lease, they should be able to apply for and
22 obtain water and wastewater service at a leased premises without interference by a landlord – and
23 without risk that they may incur debts of a landlord or a prior tenant.

1 Further, PWSA notes that tenants can, in some cases, “voluntarily agree to be responsible
2 for the landlord’s prior outstanding charges at a property” in order to establish service in their own
3 name – though it is unclear when and how PWSA presents this option to tenants.⁵⁴ This is an
4 unacceptable process under any circumstance, and I am advised by counsel for Pittsburgh United
5 that the legality of this option will be explored in subsequent briefing.⁵⁵ Tenants should never be
6 asked - or even offered the option - to pay debts for which they are not liable, especially in the
7 process of establishing water service. There would be no rational basis for them to agree to assume
8 responsibility of a debt for which they are not liable unless they misunderstood and/or thought that
9 they had no other option to maintain water and wastewater services.

10 I am genuinely concerned that PWSA’s proposed processes will lead to confusion for
11 tenants and abuse by ill-intentioned landlords seeking to escape liability for the debts that they
12 owe to PWSA or that prior tenants leave behind. Since PWSA indicates that these policies are
13 designed to ensure that the owner of a property remains liable, there is no reason for PWSA to ask
14 a tenant to take responsibility for the landlord’s debt. PWSA indicates this process is “similar to
15 other municipal authorities;”⁵⁶ however, PWSA, unlike other municipal authorities, is subject to
16 the jurisdiction of the Commission, as governed by the parameters for residential service contained
17 in the Public Utility Code.

⁵⁴ Stage 2 Compliance Plan at 32

⁵⁵ See 52 Pa. Code § 56.35.

⁵⁶ Stage 2 Compliance Plan at 32.

1 Confidentiality of Tenant Information

2 **Q: Please explain your concerns about tenant confidentiality issues arising from PWSA's**
3 **insistence that a landlord remain the customer of record, and receive a copy of the bill, bill**
4 **messages, and account notices.**

5 A: In its Directed Question No. 3, the Commission noted that PWSA's operating practices,
6 which permit billing information to be freely shared between the property owner and tenant, may
7 result in unintended consequences, including the possible compromise of potentially sensitive or
8 confidential information.⁵⁷ In response, PWSA asserts that Listed Tenants have the ability to
9 securely make payments on the account, and no financial information is shared by PWSA among
10 the landlord and the tenant.⁵⁸ However, the property owner will still receive a copy of the bill and
11 are still considered the primary account holder.⁵⁹

12 The concerns noted by the Commission in Directed Question No. 3 are well founded.
13 Exposing a tenant's billing information and account notices to their landlord can lead to a host of
14 problems, as it provides the landlord with critical information about payment history, usage
15 patterns, and critical data regarding the tenant's use of water services. For example, the fact that a
16 tenant has a high level of water usage could indicate whether the tenant has guests at the premises
17 for an extended period of time, and could expose sensitive information about a tenant's payment
18 history or their reliance on an assistance program in order to pay their bill – all of which may cause
19 a landlord to seek to remove the tenant, refuse to renew a tenant's lease, or otherwise take action
20 against a tenant. Regardless of whether a landlord would be able to successfully evict a tenant

⁵⁷ See Directed Question No. 3.

⁵⁸ PWSA St. 1 at 11.

⁵⁹ Id.

1 through legal processes based on information learned from the tenant’s water bill, the tenant could
2 be exposed to undue hardship such as missing work to attend an eviction hearing and the need to
3 retain counsel and possibly paying court fees.

4 As I discuss further in Section II. d. of my testimony, the confidentiality risks are
5 heightened when a tenant or occupant is a victim of domestic violence – especially when the owner
6 of the property is the batterer.⁶⁰

7 *Discontinuance of Service to Leased Premises Act*⁶¹

8 **Q: Please describe your concerns about how PWSA’s policy preventing tenants from**
9 **becoming a customer affects the rights of tenants seeking protection under the**
10 **Discontinuance of Service to Leased Premises Act.**⁶²

11 A: DSLPA grants tenants at risk of termination due to the landlord ratepayer’s nonpayment
12 “the right to agree to subscribe for future service individually,” without being forced to pay toward
13 the landlord’s overdue balance.⁶³ PWSA asserts that its policy of allowing tenants to become
14 Listed Tenants addresses this requirement of the statute.⁶⁴ However, as I explained above, PWSA’s
15 requirement that a tenant complete an Assumption Form to become a Listed Tenant implies that
16 the tenant must agree to assume responsibility for the landlord’s prior debts to PWSA as of a date
17 certain.⁶⁵ This requirement is contradictory to the requirements of DSLPA that the tenant be able
18 to subscribe to service without assuming the landlord’s debt.⁶⁶ PWSA indicates that it must require

⁶⁰ See *infra* Section II. d, p. 38-40.

⁶¹ 66 PA.C.S. Ch. 15, Subch. B.

⁶² Id.

⁶³ 66 Pa. C.S. § 1527(d).

⁶⁴ PWSA St. 1 at 11.

⁶⁵ Ex. JAQ-20.

⁶⁶ 66 Pa. C.S. §1527.

1 this payment because “limitations of PWSA’s current billing system prevent PWSA from
2 identifying the starting point of a tenant’s responsibility for charges when there is pre-existing debt
3 at the property.”⁶⁷

4 **Q: How do you recommend that PWSA address the issues you identified with PWSA’s**
5 **proposal regarding a tenant’s ability to independently apply for and subscribe to service as**
6 **a customer of PWSA?**

7 A: Consistent with my discussion throughout this section of my testimony, I recommend that
8 PWSA establish a process by which a tenant is able to become a customer, establish their own
9 account with their own account number, and be billed individually for service – without providing
10 a copy of the bill and account notices to the landlord or property owner.

11 *ii. Definition of Nonresidential Service*

12 **Q: How does PWSA Define “Nonresidential Service”?**

13 A: PWSA Defines Nonresidential Service as:

14 Nonresidential service: Water service supplied to a Health or Education Property,
15 commercial or industrial facility, including a hotel or motel, or to a master-metered mobile
16 home or multi-tenant apartment building, or to any customer who purchases water from
17 the Authority for the purpose of resale.⁶⁸

18 Thus, PWSA’s Tariff definition for “Nonresidential Service” includes master-metered mobile
19 homes or multi-tenant apartment buildings, which house residential tenants who are eligible for
20 protections under DSPLA.⁶⁹

⁶⁷ PWSA St. 1 at 26.

⁶⁸ PWSA Water Tariff at p. 23.

⁶⁹ Stage 2 Compliance Plan at 35.

Q: Does PWSA propose a process to identify tenant-occupied properties that are coded in its system as “nonresidential service” to ensure it is providing appropriate notices and associated tenant protections pursuant to DSLPA?

A: PWSA indicates that it has recently added a mandatory field to all termination-related work orders where the Field Technicians note if the property is mixed use; Commercial and Residential.⁷⁰ PWSA asserts that this new reporting will result in PWSA staff “adding comments” to these accounts to ensure that 37-day notices are issued for non-payment, non-access, etc.⁷¹ However, PWSA has not indicated whether its Field Technicians are also instructed to stop a termination when they encounter a tenant-occupied commercial property that has not received notice of termination pursuant to DSLPA. Notably, Ms. Quigley explains elsewhere in her testimony that PWSA is in the process of transitioning to a new Customer Information System, which will allow it to automate its termination notice processes.⁷²

Q: Do you have any concerns about PWSA’s proposed process for identifying tenant-occupied commercial properties?

A: Yes. First, to the extent it does not already do so, PWSA should instruct its Field Technicians to immediately stop termination of a “non-residential” account if they identify that any of the units served at the premises are tenant-occupied to allow PWSA to provide appropriate notice of termination pursuant to DSLPA.

Second, in its process PWSA should be required to ensure that non-residential accounts are appropriately coded as a tenant-occupied account to allow for automation of appropriate

⁷⁰ PWSA St. 1 at 27.

⁷¹ Id.

⁷² Id. at 29.

1 termination notices pursuant to DSLPA. Manually adding notes to an account may not ensure that
2 proper notices are generated once the rest of the termination notice process is automated. It is
3 especially important that tenants receive a 30-day notice because this is often the only notice that
4 they receive before service is terminated and helps ensure that the tenant has have adequate notice
5 of a pending termination to save up the money needed to exercise their right to continued service
6 and/or to seek legal assistance as necessary to preserve service to the property.

7 **b. Application for Service**

8 **Q: Do you have concerns about PWSA’s process for residential consumers to apply for**
9 **service?**

10 A: Yes. PWSA’s currently active tariffs contains provisions that provide for tenants to apply
11 for service as provided in Chapter 14 of the Code and Chapter 56 of the regulations.⁷³ Pt. III
12 Section A provides the following language regarding tenant applications for service:

13 Section A – Applications for Service

- 14 1. Service Application Required: The Authority may require applications for
15 service to be completed in writing on a form(s) provided by the Authority and
16 signed by the Owner, **Tenant**, or Occupant of the property, as outlined in these
17 Rules and Regulations and as otherwise provided in the Authority's
18 Supplemental Service Conditions.
19 2. Change in Ownership or Tenancy: A new application must be made to the
20 Authority upon any change in ownership where the owner of the property is the
21 customer, **or upon any change in the identity of a lessee where the lessee of**
22 **the property is the customer.**
23

24 Later provisions in Part III, Section A of the tariff provide specific requirements that tenants must
25 follow to apply for service and become customers. While some of those listed application

⁷³ Water Tariff at Pt. III, Sect. A “Applications for Service.”

1 requirements are unduly restrictive for tenants, it is difficult to even address those issues without
2 first addressing the threshold issue that, in practice, PWSA does not actually permit tenants to
3 apply for service.

4 In its Stage 2 Compliance Plan and accompanying testimony, PWSA indicates that its
5 actual process for application is limited to owners and developers, which does not appear to
6 conform to statutory and regulatory standards.⁷⁴ As described in detail above, with regard to
7 PWSA’s definitions of “applicant” and “customer,” the refusal to allow tenants to apply for service
8 individually, and become customers of PWSA, raises a number of interrelated compliance issues
9 affecting the access to the Commission complaint process, tenants being charged debts for which
10 they are not legally responsible, confidentiality of tenant information, tenant rights under DSLPA,
11 and special protections for victims of domestic violence.

12 In testimony, Ms. Quigley asserts that if PWSA is required to permit tenants to apply for
13 service, it would be forced to begin collecting social security numbers from applicants for
14 residential service.⁷⁵ Ms. Quigley expresses a hesitancy to do so “due to the importance of
15 safeguarding [its] customer’s privacy.”⁷⁶ I share Ms. Quigley’s hesitancy, but disagree with the
16 assertion that collecting social security numbers would be necessary – or even appropriate – if
17 PWSA were to permit tenants to apply for service and become a customer of PWSA.

18 Section 56.32(c) of the Commission’s regulations allows a utility to require certain
19 identification from an applicant.⁷⁷ The regulation further indicates that, *if an applicant is unable*
20 *or unwilling to produce other forms of identification*, a utility may ask for “but may not require”

⁷⁴ PWSA St. 1 at 17.

⁷⁵ Id. at 18.

⁷⁶ Id.

⁷⁷ 52 Pa. Code § 56.32(c).

1 the applicant to produce a social security number as an alternative form of identification. The
2 relevant language states:

3 In lieu of requiring identification, the public utility may ask, **but may not require**,
4 the individual to provide the individual's Social Security Number. Public utilities
5 shall take all appropriate actions needed to ensure the privacy and confidentiality
6 of identification information provided by their applicants and customers.⁷⁸

7 Requesting applicants to produce a social security number will pose a uniquely burdensome barrier
8 for immigrant communities seeking to establish service. Some may not have a social security
9 number and, due to language access issues, the applicant may misinterpret any request to provide
10 one as a requirement of the application for service.

11 I note that it is particularly concerning that PWSA questions its own ability to safeguard
12 social security numbers from unauthorized disclosure. PWSA should certainly not be permitted
13 to collect social security numbers unless and until it can demonstrate to the Commission that it is
14 capable of fully protecting sensitive customer information from disclosure to any third parties. As
15 Ms. Quigley notes in her testimony, collecting social security numbers is just one way to track
16 persons within a service territory in order to collect on old debts – it is certainly not the only way,
17 or the best way.

18 Thus, while I recommend that PWSA allow tenants to apply for service and become a
19 customer of PWSA, I do not recommend that PWSA be permitted to begin collecting social
20 security numbers. PWSA should abide by the Code, regulations, and its own tariff and allow
21 tenants to apply for service by providing either a government issued identification or two forms of

⁷⁸ Id. (emphasis added).

alternative identification.⁷⁹ This information should be sufficient to permit PWSA to appropriately track consumers for collections purposes.

c. Termination of Service

i. *Medical Certificates*

Q: Has the issue of PWSA’s compliance with the Commission’s regulation regarding medical certificates been addressed as part of another proceeding?

A: Yes. The issue of PWSA’s compliance with the Commission’s medical certification regulations was raised by Pittsburgh United witness Mitchell Miller in PWSA’s initial rate case, which I incorporated by reference at the outset of my testimony.⁸⁰ PWSA indicates in its Stage 2 Compliance Plan that it has updated its medical certificate processes as a result of its initial rate case.⁸¹ The issue is not otherwise addressed in PWSA’s testimony or exhibits.

Q: Do you have concerns about PWSA’s practices regarding medical certificates?

A: Yes. PWSA has made progress regarding its medical certification process, however, some of the changes that PWSA has made to come into compliance with the Commission’s requirements are not reflected in its Stage 2 Compliance Plan and associated training materials. PWSA indicates in its Compliance Plan that, “If the customer fails to pay the current bills while the medical certificate is active, the customer is limited to five medical certificate renewals.”⁸²

⁷⁹ Id.

⁸⁰ Pa. PUC v. PWSA, R-2018-300264, R-2018-3002647, United St. 1 at p. 51-56, United St. 1-SR at p. 16-17 (incorporated by reference, see supra p. 4-5).

⁸¹ Stage 2 Compliance Plan at 56-57.

⁸² Id. at 57.

PWSA's Compliance Plan and training materials fail to note that, conversely, a customer may continue to renew a medical certificate if that customer continues to pay any new monthly charges.⁸³ As revealed through discovery, the training materials provided to PWSA employees still contain the following language:

A medical hold is active for 30 days. PWSA will approve two consecutive medical holds. The customer should be encouraged to enter into an income based, interest free payment plan after the first medical is granted.⁸⁴

An employee relying on this information would not know that a customer is entitled to additional renewals to their medical certificate if they have continued to pay their ongoing charges – nor would they know to inform medically vulnerable consumers that they could continue to renew their medical certificate if they keep up with their current charges.⁸⁵

Additionally, I am concerned that PWSA's policies and training materials do not clearly indicate that medically vulnerable *tenants* will be protected from termination if they submit a medical certificate. Notwithstanding my recommendation above that tenant be able to become Customers of PWSA, PWSA's processes should – at the very least - be updated to reflect that these rules apply to tenants who have submitted medical certificates, as well as customers.

To address these deficiencies, I recommend that at the conclusion of this proceeding, in addition to submitting proposed tariff changes for review and approval, PWSA should also be required to submit updated training materials to ensure compliance with any approved settlement or subsequent orders in this proceeding. Consistent with my earlier recommendation, the parties

⁸³ Id.; OCA I-5.

⁸⁴ OCA I-5

⁸⁵ 52 Pa. Code 56.114(2).

in this proceeding should be provided at least 45 days to review and comment on PWSA's proposed revisions.

ii. Procedures Immediately Prior to Termination

Q: Directed Question No. 16 addresses PWSA's proposal to attempt to comply with the procedures required of a public utility immediately prior to termination pursuant to Section 56.94 of the Commission's regulations. Please describe the Commission's requirements.

A: Section 1406(b)(1)(iv) of the Code provides that, after complying with the 10- and 3-day notice provisions and the additional 48-hour notice requirement during the winter months, "the public utility shall attempt to make personal contact with the customer or responsible adult at the time service is terminated."⁸⁶

In turn, Section 56.94 of the Commission's regulations implements this provision of the Code and sets forth additional details regarding the requisite procedures a public utility must follow immediately prior to termination of a residential unit (colloquially known as the "Last Knock").⁸⁷ In relevant part, the regulation states:

Immediately preceding the termination of service, a public utility employee, who may be the public utility employee designated to perform the termination, shall attempt to make personal contact with a responsible adult occupant at the residence of the customer.⁸⁸

The rule goes on to state that termination is prohibited in certain cases:

(1) *Termination prohibited in certain cases.* If evidence is presented which indicates that payment has been made, a serious illness or medical condition exists, or a dispute or

⁸⁶ 66 Pa. C.S. § 1406(b)(1)(iv).

⁸⁷ 52 Pa. Code § 56.94.

⁸⁸ Id.

1 complaint is properly pending or if the employee is authorized to receive payment and
2 payment in full is tendered in any reasonable manner, then termination may not occur.⁸⁹

3 The regulation also states that payment in any reasonable manner includes payment by personal
4 check unless the customer within the past year has tendered a bad check.⁹⁰

5 **Q: Please describe the issues previously identified regarding PWSA's compliance with**
6 **Section 56.94 of the Commission's regulations.**

7 A: In its initial compliance proposals, PWSA indicated that it was not willing to have its
8 employees attempt personal contact at the residence, due to safety concerns.⁹¹ Several parties,
9 including Pittsburgh United, raised concerns about the effect PWSA's non-compliance with the
10 Section 56.94 could have on the rights of customers and their ability to avoid termination in certain
11 circumstances. In the Stage 1 Compliance Plan proceeding, PWSA agreed to implement an interim
12 procedure requiring PWSA to place a phone call on the day prior to termination and to preserve
13 the issue for litigation in Stage 2.⁹²

14 **Q: How has PWSA proposed to comply with 52 Pa. Code 56.94?**

15 A: In its Stage 2 Compliance Plan, PWSA has indicated that, as a result of discussion in the
16 Compliance Plan Workshops in this proceeding, it developed a Request for Proposals (RFP)
17 process for a third-party vendor to post termination notices and to perform the requirements of
18 Section 56.94.⁹³

⁸⁹ Id.

⁹⁰ Id.

⁹¹ Stage 2 Compliance Plan at 58-59.

⁹² Id. at 58.

⁹³ Id. at 59.

1 **Q: Do you have concerns about PWSA’s proposal for procedures immediately prior to**
2 **termination of a residential unit?**

3 A: Although the procedures would not technically be conducted by an employee of the utility,
4 as contemplated by the regulation, I believe that PWSA’s proposal to retain a third-party vendor
5 to perform the Last Knock presents a reasonable solution to protect the rights of customers at risk
6 of termination and to ensure that termination is suspended in appropriate circumstances. That said,
7 I do have some concerns about the training PWSA is proposing to provide to employees of the
8 selected vendor. In short, the training lacks some details about how the vendor should proceed
9 when informed that there is a previously unidentified tenant at the property discovered during the
10 Last Knock process.

11 In response to discovery, PWSA indicated that it contracted with Cosmos Technologies
12 (Cosmos) to provide the services and will begin training Cosmos staff on the personal contact
13 requirements under Section 56.94.⁹⁴ PWSA has provided copies of the training materials it intends
14 to use to train Cosmos staff, but indicates that it is still in the process of finalizing its training
15 materials and is unable to accept any proposed revisions or edits to these materials from the parties
16 prior to the upcoming training session.⁹⁵ Upon initial review, the training materials indicate that
17 the Cosmos staff must attempt to hand deliver notices to an adult occupant and provides procedures
18 to follow if a resident advises that someone in the property has a medical issue that would be
19 aggravated due to termination of water service.⁹⁶ The training materials also indicate that Cosmos
20 staff must hand out PWSA’s customer assistance programs flyer and explain to customers that

⁹⁴ OCA I-10.

⁹⁵ Id.

⁹⁶ OCA I-10, Attach.

1 income-based payment arrangements are also available.⁹⁷ However, the training materials do not
2 appear to describe a process to stop a termination if they encounter a tenant-occupied property that
3 was not previously identified, and therefore did not receive the requisite 37 and 30-day notices
4 required by the DSLPA.

5 As the training materials are still in draft form and not finalized, it is difficult to make a
6 final determination on whether PWSA's procedures will ultimately comply with the regulation.⁹⁸

7 As I have indicated above, I recommend that at the conclusion of this proceeding, in addition to
8 submitting proposed tariff changes for review, PWSA should be required to circulate proposed
9 changes to its training materials resulting from agreements or orders in this proceeding, and the
10 parties should have at least 45 days to review and comment – subject to final review and approval
11 by the Commission.

12 **d. Special Protections for Domestic Violence Victims**

13 **Q: What special protections are extended to victims of domestic violence pursuant to the**
14 **Code and Commission regulation?**

15 **A:** Section 1417 of the Code indicates that Chapter 14 does not apply to victims of domestic
16 violence that are protected by a Protection From Abuse Order (PFA) or other court order indicating
17 they are a victim of domestic violence.⁹⁹ The specific protections for issues involving victims of
18 domestic violence are set out in Chapter 56, Subchapter L through M of the regulations, which
19 provide more lenient standards – including access to enhanced payment arrangements based on

⁹⁷ Id.

⁹⁸ OCA I-10.

⁹⁹ 66 Pa. C.S §1417.

1 the individual's facts and circumstances, 48-hour notice of termination in non-winter months, and
2 a prohibition on assignment of debt accrued by a third party regardless of whether the victim
3 resided at the property when the debt was accrued.

4 Specifically, Section 56.285 of the regulations provides that "[a] public utility may not
5 require, as a condition of the furnishing of residential service, payment for residential service
6 previously furnished under an account in the name of a person other than the applicant" - unless a
7 court orders otherwise.¹⁰⁰

8 In its Stage 2 Compliance Plan, PWSA indicated that it "believes it is currently in
9 compliance with the provisions for victims of domestic violence with a Protection from Abuse
10 ("PFA") order or other qualifying court orders providing clear evidence of domestic violence."¹⁰¹

11 In Comments, Pittsburgh United indicated its support for PWSA's efforts to comply with these
12 provisions, but raised concerns about how PWSA ensures that victims of domestic violence are
13 not charged for debts accrued in another person's name.¹⁰² In response, PWSA stated in testimony
14 that it never charges anyone for debt accrued *at a different property* and, if the owner of a property
15 is a victim of domestic violence it will not charge them for debts accrued in someone else's
16 name.¹⁰³ However, PWSA fails to address situations where the owner of a property perpetrates
17 domestic violence against an occupant of the household. This is a relatively common scenario, as
18 a common source of relief for victims of domestic violence through a PFA is to remove a
19 perpetrator of abuse from the home.

¹⁰⁰ 52 Pa. Code § 56.285.

¹⁰¹ Stage 2 Compliance Plan at 64.

¹⁰² Pittsburgh United Comments at 9-10.

¹⁰³ PWSA St. 1 at 35.

1 PWSA's policy that an occupant cannot subscribe to service in their own name without
2 executing the Assumption Form, which requires the occupant to "agree to assume responsibility
3 for the amount due" to PWSA as of the date of execution, indicates that domestic violence victims
4 would be required to assume responsibility for debts accrued in the homeowner's name as a
5 condition of subscribing for service.¹⁰⁴ This policy is especially problematic in situations where
6 the homeowner is the abuser and is removed from the home due to a PFA or other court order and
7 the victim remains at the property. In these situations, the victim must be able to apply for, and
8 subscribe to, service in their own name without being required pay for any of the outstanding debt
9 associated with the property, which was accrued in the name of the abuser/owner.¹⁰⁵ PWSA's
10 proposed processes fail to provide for this situation as PWSA indicates that its processes do not
11 allow it to assign debt at any point in time to a particular person.¹⁰⁶

12 PWSA indicates in response to discovery that unless PWSA receives payment for an
13 outstanding debt at a property, it is unable to ensure that the prior debt incurred at the property is
14 not assessed to a new applicant.¹⁰⁷ PWSA's proposed workaround for tenants, whereby PWSA
15 would lien the property and create another account in the Owner's name would not work for
16 victims of domestic violence as creating a new account in the owner/abuser's name and continuing
17 to bill them would place the victim at risk by providing sensitive information to the abuser, such
18 as the victim's usage habits and balance information.

¹⁰⁴ PWSA Ex. JAQ-20 (Assumption Form).

¹⁰⁵ 52 Pa. Code § 56.285; 66 PA. C.S. §1417.

¹⁰⁶ OCA I-8.

¹⁰⁷ Id.

1 **Q: How could providing a domestic violence victim's usage information to an**
2 **owner/perpetrator place the victim at risk?**

3 A: If the perpetrator were under the impression that the victim was not residing at the property
4 – perhaps because they were residing in a shelter, with friends or family, or other temporary safe
5 housing - usage information would reveal to the perpetrator when the victim returned to the
6 residence. Conversely, the perpetrator could utilize reduction in usage to ascertain that the victim
7 has left the property and could return without the victim's knowledge. Further, the perpetrator
8 could utilize usage information to ascertain whether the victim has a guest at the property or if
9 another person has moved into the property, which could be a catalyst for further violence by the
10 perpetrator. Access to the billing and payment history and information regarding the victim's
11 enrollment in assistance programs or an impending termination could also provide the perpetrator
12 with an advantage in child custody disputes and/or further harassment by the perpetrator – allowing
13 the perpetrator to threaten involvement of child protective services or to pursue eviction of the
14 victim in retaliation for removing the perpetrator from the home.

15 **Q: How can PWSA avoid charging victims domestic violence for debts accrued in the**
16 **name of the owner/abuser who has been removed from the home?**

17 A: As I indicated above in my discussion about the treatment of tenants, PWSA should
18 establish a process for occupants to apply for and receive service as customers of the utility. In any
19 instance, and especially where a consumer is a victim of domestic violence, PWSA must be extra
20 careful about what information it provides to the property owner. In my opinion, protecting the
21 safety of the victim outweighs the need to inform the owner about debt accrued at the property.
22 Thus, where a consumer is a victim of domestic violence, the owner/perpetrator should not be

provided information about the account, so that the confidentiality and safety of the victim can be protected.

e. Lead Service Line Replacements

Q: Please summarize the issues related to PWSA lead service line replacement process and tenants that were preserved for the Stage 2 proceeding.

A: In the Stage 1 Proceeding, the Commission found that PWSA’s mandate to provide “safe” service under Section 1501 required enforcement of PWSA’s existing tariff provisions that require the PWSA to refuse the reconnection of non-conforming lead, customer-owned service lines to its system.¹⁰⁸ The Commission held that where the tenant receives service through a service line owned by the landlord and the landlord refuses or neglects to respond to the PWSA’s offer to replace the private-side LSL:

[T]he landlord’s neglect of such rights and responsibilities will result in a service termination to the tenant. This essentially places the landlord in an untenable position of creating a public health and safety risk for the tenants due to a loss of service to the tenant for reasons not within the control of the tenant.¹⁰⁹

The Commission requested that the parties explore all available options in the Stage 2 Compliance Plan proceeding of preventing termination to tenants in these situations.¹¹⁰ The Commission likened this issue to the situation where a customer fails to correct a water leak from a water service line that creates a public hazard or damage to public infrastructure.¹¹¹ The Commission explained

¹⁰⁸ See Stage 1 Final Order on Lead Terminations (Feb 4, 2021) at 30; 66 Pa. C.S. § 1501; see also the Stage 1 March 2020 and June 2020 Orders.

¹⁰⁹ Stage 1 Final Order on Lead Terminations at 30.

¹¹⁰ Id.

¹¹¹ Id.

1 that, in these situations, PWSA is permitted to unilaterally make the necessary repair or
2 replacement if there appears to be a risk to public health or safety.¹¹²

3 Thus, the Commission held that “if a landlord declines to permit the PWSA to replace the
4 private-side LSL, it will likely create a condition of the customer service line such that there is a
5 risk to the public health or safety of the tenants becoming subject to service termination for reasons
6 not within their control.”¹¹³ The Commission requested that PWSA address the issue of partial
7 LSL replacements in rental units by submitting Tariff language that would provide the PWSA with
8 step-in rights to make the necessary replacement of the private LSLs similar to its tariff language
9 regarding service line leaks that pose a risk to public health or safety.¹¹⁴

10 The Commission pointed to the language in PWSA’s tariff that provides:

11 Should the condition of a customer service line be such that there is a risk to public
12 health or safety or of damage to public property, and the property Owner fails to
13 take prompt action to cure the problem following notice to do so, the Authority
14 shall have the right, but not the duty, to make the necessary repair or replacement
15 and to charge the property Owner with the reasonable cost of the repair or the
16 replacement.¹¹⁵

17 The Commission explained that such step-in rights would be “intended to avoid service
18 termination to the PWSA’s tenant-customers due to circumstances beyond the tenants’ control –
19 that is, due to the landlord standing in the way of the tenants receiving safe service.”¹¹⁶

¹¹² Id. at 30-32.

¹¹³ Id.

¹¹⁴ Id.

¹¹⁵ Id.; see also PWSA Tariff at Pg. 35, Pt. III, Sect. B, ¶ 12(e).

¹¹⁶ Id. at 31-32.

1 Indeed, the only way to protect tenants from both the harm from termination of water
2 service *and* from the harm resulting from elevated lead levels in water following a partial
3 replacement, is to step in and perform an emergency LSL replacement.¹¹⁷

4 **Q: Has PWSA added such language to its tariff to permit it to perform an LSL**
5 **replacement where a property owner has refused?**

6 A: Yes.¹¹⁸ However, its tariff language regarding LSL replacement limits its ability to “step
7 in” to situations where an owner cannot be identified, is unable to be located, or is otherwise
8 nonresponsive to requests for authorization:

9 The Authority has made attempts to obtain authorization for the Customer Lead
10 Service Line replacement pursuant to this Tariff and the Lead Infrastructure Plan
11 and (i) the legal owner can not be identified; (ii) the legal owner can not be located;
12 or (iii) PWSA has notified the legal owner but the owner has never responded.¹¹⁹

13 **Q: Do you have concerns about this language?**

14 A: Yes, this language is not adequate to protect tenant consumers from unreasonable risk of
15 harm – including forced displacement, health impacts, family separation, and financial burden.¹²⁰
16 Those most at risk are low income tenants, who are more likely to live in properties where the
17 landlord may be uncooperative or negligent. Although PWSA has indeed added language allowing
18 it to step into the shoes of the landlord and perform the LSL replacement, the language is
19 unnecessarily restrictive and limits the step-in rights to situations where the landlord cannot be
20 identified or contacted, or where the landlord does not respond to notices.¹²¹

¹¹⁷ Id. at 31-32, 41-44.

¹¹⁸ PWSA Tariff at p. 69, Pt. IV.3.h.

¹¹⁹ Id. at p. 69, Pt. IV.3.h.

¹²⁰ See p. 18-19 *supra*

¹²¹ Id.

1 PWSA's Tariff regarding unrepaired leaks allows PWSA to perform the repair whenever
2 "the property Owner *fails to take prompt action* to cure the problem following notice to do so."¹²²
3 I find it problematic that the LSL step in language is more narrow and restrictive than the language
4 allowing it to perform leak repairs on which the Commission recommended that PWSA base its
5 LSL step in language.¹²³ This unnecessarily restrictive language will leave tenants at risk of
6 termination due to the landlord's refusal or inaction and could ultimately result in condemnation
7 of the property - forcing tenants to seek alternative shelter and creating a cascade of other potential
8 impacts, including family separation, homelessness, and other potential consequences of forced
9 displacement.

10 Permitting termination of service to a tenant based on the negligence or willful actions of
11 a landlord appears to contradict the intent and purpose of DSLPA, which assures tenants the right
12 to continued access to service notwithstanding actions of a landlord to interfere.¹²⁴ While I do not
13 offer an opinion as to the technical legal applicability of the notice provisions and other protections
14 in DSLPA where a termination is based on a landlord's refusal to accept a LSL replacement, I am
15 advised by counsel for Pittsburgh United that this issue will be addressed in briefing.

16 Notably, PWSA's tariff language regarding leak repairs gives it the authority "to charge
17 the property Owner with the reasonable cost of the repair or the replacement," and if payment is
18 not made within 30 days, PWSA has "the right to file a lien against the property or properties
19 served by the service line."¹²⁵ With regard to LSL replacement, PWSA would perform the work
20 for free; thus, there would be no necessity to file a lien against the landlords property.

¹²² PWSA Tariff at p. 35, Pt. III, Sect. B, ¶ 12(e) (emphasis added).

¹²³ Final Order on Lead Terminations at 30.

¹²⁴ See 66 Pa. C.S. §§ 1521-1533.

¹²⁵ PWSA Tariff at Pg. 35, Pt. III, Sect. B, ¶ 12(e).

1 For these reasons, I recommend that PWSA amend its tariff language to allow it to step in
2 and perform an LSL replacement whenever a landlord fails to take prompt action to allow the
3 service line to be replaced, including the refusal to do so.

4 **f. Willful Waste of Water**

5 **Q: Do you have concerns about PWSA's policies regarding termination of service due**
6 **to willful waste of water?**

7 A: Yes. Directed Question 12 asks about the procedures PWSA follows to provide notice of
8 an impending termination due to willful or negligent waste of water.¹²⁶ In response to discovery,
9 PWSA indicates that it only serves its Waste of Water Notice on the owner of record.¹²⁷ This is
10 problematic for tenants who may have a leak that they do not know about because the bill is going
11 to the landlord. This could cause large bills that will be passed on to the tenant either by the
12 landlord directly charging the tenant or indirectly through rent. Additionally, the high usage could
13 cause disputes between the landlord and tenant due to the large water bill. As the tenant is the
14 person actually residing at the residence, they may be in a position to take quicker action to
15 remediate minor problems, such as the common scenario of a running toilet, if they are promptly
16 notified. Thus, I recommend that the Waste of Water Notice be sent and/or posted to the service
17 address as well as being mailed to the owner of record. Additionally, it is my understanding that
18 PWSA is in the process of developing a Conservation and Service Line Repair Pilot Program that,
19 if approved by the Commission, will provide free usage conservation measures and leak repairs to
20 low income households. Once this program is launched, I recommend that the Waste of Water

¹²⁶ Directed Question 12.

¹²⁷ United II-5.

1 Notice be amended to include information about how to apply for that program. Notwithstanding
2 the potential availability of this program, PWSA should assist low income consumers to connect
3 with all potential resources to remediate leaks or repairs. When a household cannot afford to
4 address a leak, failure to address the leak is not willful, and should not be treated as such. A willful
5 act requires intent, which cannot be measured without consideration of all relevant facts –
6 including the ability to pay.

7 **g. Inoperable/Missing Valves**

8 **Q: Please summarize the Commission’s Directed Question 11, regarding inoperable or**
9 **missing valves, and PWSA’s response.**

10 A: The Commission notes concern that “failure to properly shut off service either due to a
11 request for discontinuation or termination leads to large unmanageable utility bills.” In response,
12 PWSA explains that it sometimes has difficulty locating curb stops and valves to disconnect
13 service and must trace the line.¹²⁸ If the stop is inoperable, PWSA schedules a replacement.¹²⁹ In
14 addressing the specific concern that delays in termination will create large and unmanageable bills,
15 PWSA notes: “Assuming the customer was not responsible for the delay [in termination] or
16 otherwise tampered with PWSA’s curb box, PWSA will remove charges assessed resulting from
17 delays in terminating the service to residential customers.”¹³⁰

18 When asked how PWSA determines whether a customer was “responsible for the delay”
19 or “tampered” with the curb box, PWSA explained: “Customers can delay the operation of a curb

¹²⁸ PWSA St. 1 at 45.

¹²⁹ Id.

¹³⁰ Id.

1 stop by obstructing PWSA's access (e.g., parking a car on the asset). A curb stop is considered to
2 be tampered with if it is found to be in a position opposite of what PWSA's records indicate."¹³¹

3 **Q: Do you have any concerns with this process?**

4 A: Yes. It strikes me as particularly inequitable that PWSA would refund a customer when
5 they delay termination because a curb stop has been buried by landscaping – yet will ascribe
6 malicious intent to interfere with a termination if a vehicle happens to be parked over the curb stop
7 at the time PWSA seeks to perform a termination. I am also concerned about PWSA's definition
8 of "tampered" – which assumes a customer has tampered with a curb stop based solely on their
9 records of the account. It is a serious accusation to suggest that a customer has tampered with a
10 meter and could result in severe consequences to the customer (or in some cases, a tenant) - such
11 as added fines and fees for theft of service.

12 **Q: Do you have any recommendations?**

13 A: Yes. I recommend that PWSA develop clear guidelines for determining under what
14 circumstances PWSA will attribute a delay in termination to the fault of the customer and develop
15 additional warning notices to be served in these situations. I also recommend that PWSA set forth
16 a clear definition of "tampering" that requires willful action or intent and requiring follow up
17 before this can be ascribed. All of these materials should be submitted to the parties for review and
18 comment during the tariff review process I recommend above regarding proposed changes to
19 PWSA's tariff language and training materials.¹³²

¹³¹ United II-4.

¹³² See *supra* p. 7-8, 34.

1 **Q: Does this conclude your testimony?**

2 A: Yes, though I reserve the right to adjust my recommendations based on pending
3 discovery or in response to recommendations of other parties.

PITTSBURGH UNITED STATEMENT 1

APPENDIX A

Resume of Daniel G. Vitek, Esq.

- Daniel G. Vitek -

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Phone: 412-652-9765
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Admissions

Commonwealth of Pennsylvania (11/2008)

United States District Court for the Western District of Pennsylvania (2/2010)

United States District Court for the Middle District of Pennsylvania (5/2021)

United States Court of Appeals for the Third Circuit (5/2021)

Education

University of Pittsburgh School of Law , J.D., May 2008	Pittsburgh, PA
University of Rochester , B.A. in Political Science, <i>cum laude</i> , May 2003	Rochester, NY

Professional Legal Experience

<i>Community Justice Project</i> Staff Attorney	Pittsburgh, PA 7/2018-Present
<i>Neighborhood Legal Services Association (NLSA)</i> Senior Housing Attorney	Pittsburgh, PA 1/2009-6/2018
<i>Western Mass Legal Services</i> Legal Intern	Northampton, MA 6/2008 – 7/2008
<i>District Attorney's Office of Allegheny County</i> Certified Legal Intern	Pittsburgh, PA 9/2007 – 5/2008
<i>Public Defender's Office of Allegheny County</i> Certified Legal Intern	Pittsburgh, PA 3/2007 – 8/2007
<i>Pennsylvania Human Relations Commission (PHRC)</i> Legal Intern	Pittsburgh, PA 5/2006-7/2006

Organizations/Committees

Pennsylvania Supreme Court Minor Court Rules Committee – appointed March, 2016

Allegheny County Bar Association (ACBA)
Finance Committee (appointed 2016) and Bills Subcommittee

Pennsylvania Bar Association
Member, House of Delegates (appointed 2016)

PITTSBURGH UNITED STATEMENT 1

APPENDIX B

Discovery Responses

- Pittsburgh United to Pittsburgh Water and Sewer Authority Set I & Set II
- Office of Consumer Advocate to Pittsburgh Water and Sewer Authority Set I

Pittsburgh United to Pittsburgh Water and Sewer Authority Set I

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”)
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

List of Attachments

#	Attachment	Responsive Document	Doc ID
I	United-11	PWSA Training Document Re: Tenants’ Rights DSLPA	100937690
I	United-18	Private Service Line Work 2020-2021	100937689

The narrative responses as well as all attachments are available at Eckert’s Share File Site:
<https://eckertseamans.sharefile.com/f/foe0b133-feff-489c-a3af-4bb32667333e>

Specific attachments may be found on the site by searching for the referenced Doc ID number.

For any access issues, please contact Deanne O’Dell at 717-255-3744 or
dodell@eckertseamans.com

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”)
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: UNITED-I-1 Please list all situations in which PWSA requires completion of the Assumption Form provided as Exhibit JAQ-20.

Response: There is no situation in which PWSA *requires* the completion of an Assumption Form. Should an authorized occupant want to receive a copy of the monthly bill, yet the owner of record is unresponsive or absent, the occupant may complete an Assumption Form to have their name added to the account, receive a monthly bill, and be afforded an income based payment plan and PWSA’s customer assistance programs.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: October 28, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”)
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: UNITED-I-2 If a landlord cannot be reached, are “unlisted tenants” required to complete the Assumption Form as a condition to become a “listed tenant”?

Response: Yes. See United-I-1.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: October 28, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”)
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: UNITED-I-3 Please describe all steps that PWSA takes to ensure that “listed tenants” seeking to establish service at a residence are not required to assume the debts of prior tenants?

Response: When processing an Owner/Tenant Form, PWSA personnel will not add a tenant’s name to the account if there is an unpaid balance due on the account. Instead, PWSA will mail a letter to the owner of record, informing them that the tenant cannot be listed on the account until the past due charges are paid in full.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: October 28, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”)
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: UNITED-I-4 Are “listed tenants” seeking to est service at a residence are required to assume debts of prior tenants or landlord? If no, please describe all steps that PWSA takes to ensure that “listed tenants” seeking to establish service at a residence are not required to assume the debts of their landlord?

Response: See UNITED-I-3.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: October 28, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”)
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: UNITED-I-5 Regarding the Assumption Form provided as Exhibit JAQ-20, what is the effect of the following statement?

- a. *“I (We) _____ hereby agree to assume responsibility for the amounts due to The Pittsburgh Water and Sewer Authority as of ____/____/____.”*

Response: Completing this statement and signing the Assumption Form indicates to PWSA that a listed tenant is agreeing to be responsible for water/wastewater conveyance charges from the date that they provide on the form. As a tenant, PWSA recognizes that they are not ultimately responsible should charges billed from the date they provide on the form not be paid in a timely manner.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: October 28, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”)
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: UNITED-I-6 If a landlord cannot be reached and the tenant seeks to establish service but refuses to complete the Assumption Form, are they permitted to establish service?

Response: If the water service is off at the curb at the request of the owner of record, then an authorized tenant must have the owner of record request PWSA to restore the service. PWSA does not terminate water service as a result of tenants moving out, so it is rare that a property ready for occupancy would not already have water service.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: October 28, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”)
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: UNITED-I-7 What steps does PWSA take to inform tenants of “amounts due to The Pittsburgh Water and Sewer Authority” prior to completion of the Assumption Form? Please provide a copy of any statements and/or documents provided to tenants or prospective tenants to inform them of the amount due prior to the completion of the Assumption Form.

Response: Tenants are made aware of an unpaid account balance through a 30 day posting notice, which displays the full account balance and the 30 day tenant payment amount. Additionally, Customer Service Representatives are trained to assist tenants with the process of adding their name to the account, with or without the owner’s involvement, which does include advising the tenant of the outstanding account balance. This information is public record as the outstanding balance can result in a lien against the property.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: October 28, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”)
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: UNITED-I-8 See PWSA St. 1 at 14, stating, “PWSA does not require tenants to pay for any prior outstanding debt that was occurred at a different property.” Does PWSA ever require tenants to pay for any prior outstanding debt that was incurred at the same property by a different tenant?

- a. If yes, please explain what situations PWSA requires tenants to pay for debts incurred by a prior tenant.
- b. If the answer is no, please explain what steps PWSA takes to ensure that tenants are not required to pay debts incurred by a prior tenant.

Response:

- a. No; PWSA never requires tenants to pay for any prior outstanding debt that was incurred at the same property by a different tenant.
- b. See UNITED-I-3.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: October 28, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”)
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: UNITED-I-9 Does PWSA consider “listed tenants” as ratepayers under the Public Utility Code?

Response: I am advised by counsel that there is no definition of “ratepayer” in the Public Utility Code. As explained on page 11 of PWSA St. No. 1, “Listed Tenants are provided all the rights afforded under Chapters 14 and 15 of the Public Utility Code as well as Chapter 56 of the regulations and, if they are eligible, may participate in PWSA’s customer assistance programs.” Failure of a Listed Tenant to pay charges for services rendered will result in PWSA pursuing termination of service consistent with Chapter 56. If the charges incurred by the Listed Tenant remain unpaid, PWSA will pursue its authority to seek enforcement of a lien on the property.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: October 28, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”)
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: UNITED-I-10 See PWSA St. 1 at 15-16, describing PWSA’s definition of “applicant,” “customer,” “person,” and “tenant.” Please point to the specific language in PWSA’s tariff that prohibits a “tenant” from becoming a “customer.”

Response: PWSA does permit tenants to become a “customer” as that term is defined in its currently effective tariff. PWSA’s tariff definition of “customer” is “a person or entity who is an owner or occupant and who contracts with the Authority for water service.” PWSA’s tariff definition of “occupant” is “a person to whom an Owner has allowed occupancy of a Property through a lease or other contractual arrangement and who has a reasonable expectation of occupying the property for six months or more.” Pursuant to PWSA’s processes, a Listed Tenant is considered an “occupant” under PWSA’s tariff definition and, therefore, a “customer” pursuant to PWSA’s tariff definition for customer. PWSA’s tariff sets forth the process by which a tenant may become a “Listed Tenant.” See Part III, Section A.3.c of PWSA’s water tariff.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: October 28, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”)
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: UNITED-I-11 Please describe all steps PWSA takes to inform tenants about their rights under DSLPA.

Response: Tenants are made aware of their rights under DSLPA in the 30 day posting Notice. Additionally, Customer Service Representatives are trained to assist tenants in accordance with the PWSA Training Document Re: Tenants’ Rights DSLPA provided as attachment UNITED-I-11.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: October 28, 2021



Pittsburgh
Water & Sewer
Authority

**Tenants' Rights
Discontinuance of Service to Leased
Premises (DSLPA)
1200 Penn Avenue**

Discontinuance of Services to Leased Premises Act (“DSLPA”)

The PUC defines a “Municipal Corporation” as:

All cities, boroughs, towns, townships, or counties of this Commonwealth, and also any public corporation, authority, or body whatsoever created or organized under any law of this Commonwealth for the purpose of rendering any service similar to that of a public utility.

As an Authority regulated by the PUC, PWSA must now adhere to the regulations detailed regarding “DSLPA” which provides tenants certain protections, in addition to the ability to seek redress through the PUC’s Informal and Formal Complaint processes.

Tenant's Rights

Prior to April 1, 2018, PWSA complied with 68 P.S. § 399.1 the Utility Service Tenants Rights Act (“USTRA”).

Now, under PUC Regulation, PWSA complies with 66 Pa.C.S.A § 1521 – 1533 relating to the Discontinuance of Services to Leased Premises Act (“DSLPA”).

The two acts are very similar, but the following slides will detail PWSA’s requirements to comply with 66 Pa.C.S.A §§ 1521 – 1533.

Duty of Owners of Rental Properties

It is the duty of every owner of a residential building which contains one or more dwelling units, not individually metered, to notify PWSA of their ownership and the fact that the premise is used for rental property.

This duty does not relieve PWSA's obligation to attempt to identify tenant occupied properties. PWSA should make a reasonable attempts to identify any tenant occupied properties.

Ways of identifying these types of accounts can occur through, but not be limited to:

- The mailing address and service address differing
- Confirmation through customer/tenant interactions
- Information obtained during field visits
- Information obtained during the Final Bill process

Tenant Occupied Location Classifications

PWSA's Landlord/Tenant accounts are categorized by the Location Class as follows:

MVRES/LR/TO-OWN

Millvale Residential/Landlord Responsible/Tenant Occupied

MVRES/LR/TO-RET

Millvale Residential/Landlord Responsible/Tenant Occupied/ Reoccurring Tenant

RES/LR/TO-OWN

Residential/Landlord Responsible/Tenant Occupied

RES/LR/TO-RE TN

Residential/Landlord Responsible/Tenant Occupied/Reoccurring Tenant

SWGRES/LR/TO-O

Sewage Only Residential/Landlord Responsible/Tenant Occupied

SWGRES/LR/TO-RT

Sewage Only Residential/Landlord Responsible/Tenant Occupied/ Reoccurring Tenant

It is important that the Location Class be updated properly when a Landlord/Tenant account is identified.

Landlord Termination Notices

If the Location Class indicates a Landlord Responsible account, the first termination notice that is provided to the landlord rate payer is sent by certified mail to the landlord's specified mailing address at least 37-days prior to the scheduled termination of service date.

This 37-day termination notice includes:

- The amount owed by the landlord
- The date on or after service is scheduled to be terminated
- The landlord's obligation to provide PWSA with the names and addresses of the affected tenants within 7 days of the receipt of notice, pay the amount due, or negotiate a payment arrangement
- A statement that failure to comply could result in penalties found under section 1523 of the Public Utility Code/Title 66
- The date that PWSA will begin to notify the tenants of the proposed termination, the rights of the tenants to continue service and recover payments made to the landlord's account and protections the tenant has against landlord retaliation
- The landlord's right to stay the notification to the tenants by filing a complaint with the PUC disputing the right of PWSA to terminate service

Tenant Termination Notices

If the landlord does not comply with the requirements listed on the 37-day termination notice by the 7th day, affected tenants are notified of the proposed termination 30-days prior to the scheduled termination.

If PWSA was unable to obtain the tenants' names and addresses, a 30-day tenant termination notice is posted at the property address.

If PWSA successfully obtained the tenants' names and addresses, a 30-day tenant termination notice is sent by first class mail directly to the tenant.

Tenant Termination Notices cont.

The 30-day tenant termination notices, both mailed and posted, provide the “Important Notice to Tenants” and include the following information:

- The date that the notice was issued
- The date that service will be terminated
- The amount due for the previous 30-day usage. (This is considered the “Tenant Payment” amount, and is the amount required to continue service in the landlord’s name)
- A statement explaining that any payment made on the account in the landlord’s name may be deducted from the tenant’s rental payment to the landlord
- A statement that PWSA is required to notify the landlord how much the tenant paid to continue service in the landlord’s name
- Information that the landlord cannot retaliate against the tenant if the tenant pays the bill
- The tenant’s right to dispute the accuracy of the bill
- A statement advising to call PWSA if they have questions or concerns, and that the tenant may contact the PUC if they are not satisfied with PWSA’s response

Tenant Payments

PWSA will accept ongoing USTRA/DSLPA tenant payments by check or money order drawn by the tenant in person at PWSA's 1200 Penn Avenue office location.

DSLPA also provides the tenant with the ability to pay with cash, but PWSA does not accept cash transactions.

Upon request, the tenant must provide reasonable identification that shall include, but not be limited to, a driver's license, photo identification, medical assistance or food stamp identification or any similar document issued by any public agency which contains the name and address of the tenant. If the identification does not include the property address, the tenant may also submit a utility bill or lease to indicate residency.

PWSA shall not terminate or shall promptly restore water service if the tenant pays the landlord's prior month's bill.

Tenant Payments cont.

Once a tenant payment is submitted, PWSA will then send a 30-day tenant payment termination of service notice each month advising the tenant what amount is due for the 30-day payment amount to continue service in the landlord's name.

The tenant must make payment of each succeeding bill within 30-days of delivery to the tenant.

If payment is not received, PWSA may terminate that water service after the tenant is provided notice 30-days prior to the scheduled termination.

If PWSA is notified that a premise is occupied by a tenant after the water service was terminated, and the tenant did not receive the proper notification at least 30-days prior to the termination date, PWSA will promptly restore the water service and reissue the termination with the proper 37-day and 30-day notifications.

Tenant Protections

Landlords may not retaliate against the tenant for the tenant exercising their right to pay the utility bill to continue service under the landlord's name and to recover this payment by deducting the payment from their rental payment.

PWSA will accept medical certificates and protection from abuse orders or court orders issued by a court of competent jurisdiction in the Commonwealth, which provides clear evidence of domestic abuse from tenants.

PWSA may not terminate a Landlord/Tenant account during the months of December through March.

Customers

The landlord will remain liable for the utility service.

Tenants shall not be considered PWSA customers except when the property is individually metered and the tenant establishes service in their name.

A tenant may establish service in their name after a landlord voluntarily requests discontinuance if the service is individually metered and the tenant consents to establishing service under their name.

Voluntary Relinquishment of Service

If a landlord requests to voluntarily discontinue service to a residential rental property, the landlord must provide a notarized, signed form stating that either the affected units or dwelling are unoccupied or that the tenants have consented in writing to the proposed discontinuance.

If PWSA receives this completed form and determines that the property is occupied, the water service will not be discontinued.

A tenant may establish service in their name after a landlord voluntarily requests discontinuance if the service is individually metered and the tenant consents to establishing service under their name.

In order for a tenant to establish service in their name, they may submit a completed Owner/Tenant Addition form or a notarized Assumption Affidavit.

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”)
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: UNITED-I-12 How many tenants have requested DSLPA protection since 2018, disaggregated by year and service type?

- a. Out of the requests for DSLPA protection made, how many were approved?

Response: PWSA does not track this information. The Collections process involving 37 day notices is a manual process in our current CIS and would involve a significant amount of time and staff resources to gather the data. However, to the best of my knowledge, so long as the tenant complied with the required payment amount pursuant to DSLPA, the service termination process would not move forward.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: October 28, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”)
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: UNITED-I-13 Since 2018, disaggregated by year, how many tenants were terminated due to landlord refusal to provide meter readings?

Response: The following data is of completed non-access termination service orders where the service and mailing addresses differ on the account. These numbers may include an unknown number of *vacant* properties.

2018 – 128

2019 – 100

2020 – 0

2021 – 467

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: October 28, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”)
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: UNITED-I-14 See the February 4, 2019 Opinion and Order in Stage 1 of this proceeding at page 31 (Final Order on Lead Terminations). Please explain the steps PWSA has taken to respond to the Commission’s request that the Authority develop and submit appropriate Tariff language that would provide PWSA with step-in rights to make the necessary replacement of the private Lead Service Lines where a landlord is nonresponsive to the pre-termination notice procedures.

Response: This issue was addressed as part of PWSA Tariff Supplement No. 6 which was permitted to go into effect April 5, 2021 pursuant to Secretarial Letter dated May 20, 2021. See Part IV.3.h, First Revised Page No. 69 which addresses the Authority’s ability to “stand in the shoes of the property owner” and authorize the replacement of a Customer Lead Service Line in specific circumstances.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: October 28, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”)
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: UNITED-I-15 See PWSA St. 1 at 44. Please explain all steps involved in the final check before issuing bills specifically related to customers on a special payment arrangement, CAP rate customers, and accounts with various adjustment types. Please provide a copy of any documents describing the process and procedures related to the final check.

Response: See Exhibit JAQ-25 as filed with my Direct Testimony on October 15, 2021. The relevant language begins on page three: “Once the bills are received by the vendor, the AMI and Billing Manager will review an additional 50 bills and the Senior Billing Specialist/ Senior Billing Coordinator will review 25 bills for accuracy, checking the following fields:...CAP rate, arrearage forgiveness adjustments, credit and debit adjustments, and ALCOSAN surcharges, if applicable....”

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: October 28, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”)
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: UNITED-I-16 See PWSA St. 1 at 52-53. Please explain all steps that PWSA will require the proposed independent contractor to take to satisfy the requirements of §56.94.

Response: PWSA is in the process of developing training for the vendor that will address all of the customer protections listed in §56.94 (1) and (2). PWSA will offer it to the parties in the Compliance Plan for review prior to commencing training of the vendor.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: October 28, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”)
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: UNITED-I-17 If PWSA provides wastewater conveyance only and is contacted by a tenant facing termination by the third party water utility due to the landlord’s nonpayment of the PWSA wastewater bill, how does PWSA treat requests to exercise the tenant’s DSLPA rights?

Response: If the tenant complies with the requirements of DSLPA and makes an appropriate payment regarding PWSA’s wastewater conveyance only charges, then PWSA will notify the third party water utility that the outstanding PWSA charges have been satisfied and the water service termination process related to PWSA’s charges may be halted. See slides 7 – 10 of attachment United-I-11.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: October 28, 2021

Work Order	Scheduled Date	Description	Assigned Employee	Priority	Service Address	Comments	
WO-31973	12/30/20 00:00:00	Repair service line Daylight crew was there around 2:00 starting to hand dig out the gravel. pretty sure compression fitting let loose. Good noise on curb box and you can see water running in the curb box. dig down, tighten fitting. 1 call valid Dead end street, 1 valve shut if needed.		Regular request		Dug down on curb box and determined service line was ripped out of stop on customers side. Possibly ripped out by prior digging company Merante plumbing. Exposed entire stop and had plumber put a new stop in to restore water and stop leak. Copper lines on both side of stop. Customer complained about her concrete pads being cracked prior to us being there. We only hand dug, no machines or concrete damage from our crews.	
WO-3253	2/12/20 00:00:00	Repair service line		Regular request		<p>Leak on private side caused by field tech. Ops will dig up and repair.</p> <p>2-12-20 Huber 234:</p> <p>Shut off stop to stop water. Dug curb and exposed broken lead line on private side. Private and public sides are lead. Line completely separated at curb stop. Also uncovered what we think is abandoned lead line. Jason V was on site and notified lead team. Plywooded and barricaded hole. Stop is off due to line being separated.</p> <p>2-12-20 Jason V 025</p> <p>Chris B. crew will replace public side. Building will need put on temp at hose bib on the side of the house. 12" main One call put in at 1 am posted for 2-12-20 Lead team contractor will replace private side tomorrow. Secure side walk with plywood and barricade when work is complete.</p> <p>Extracted lead service. Installed pecs. 2-12-20. Customer on temp. From stop. JZ</p> <p>Street: Asphalt over concrete 10'x8'</p>	
WO-42672	4/25/21 00:00:00	Repair service line Could not get the curb stop to shut off it is broken had a valve crew come out and blow out the curb stop and still could not get it to shut off properly I informed the foreman and they are going to get it set up for a one call and get the curb stop dug out as soon as possible				<p>PLUMBERS COULD NOT GET A SHUT . BLEW OUT CURB BOX AND STILL DID NOT GET A FULL SHUT. THERE IS A LEAK ON THE COPPER LINE INSIDE THE BUILDING . THE CURB STOP IS GOING TO NEED TO BE REPLACED, SO THEY CAN REPAIR THEIR LEAK.</p> <p>DRILL SHEET SHOWS A COPPER LINE OUT TO THE MAIN.</p> <p>Drilled sidewalk and street, located curb stop, plumbers replaced stop, backfield and cold patched.</p>	
WO-18191	9/8/20 00:00:00	Main or service line leak investigation/survey water surfacing from property SEND WASTE WATER READ NOTES BELOW				<p>Water on sidewalk. Sounded service. Operated curbstop noise quit. verified leak on private side. called dispatch and they stated high water usage. Water could be flooding inside of property. Unsure if property is vacant so shut curb stop off and left off.</p> <p>Water on sidewalk. Sounded service. Operated curbstop noise quit. verified leak on private side. called dispatch and they stated high water usage. Water could be flooding inside of property. Unsure if property is vacant so shut curb stop off and left off.</p>	Water on sidewalk. Sounded service. Operated curbstop noise quit. verified leak on private side. called dispatch and they stated high water usage. Water could be flooding inside of property. Unsure if property is vacant so shut curb stop off and left off.
WO-21336	9/16/20 00:00:00	Curb box replacement -Blow out curb box unable to shut curb stop is broken needs dug water coming out from curb box -		Critical/emergency request		<p>VEHICLES/CREW: JOB: REPLACE C/B THE CREW DUG THE C/B TO THE S/L. THE LEAK IS ON THE PRIVATE SIDE OF THE LINE. THE C/S IS BROKEN. THE LINE IS LEAD ON BOTH SIDES. THE HOUSE IS VACANT AND BEING REMODELED. THE CREW BARRICADED THE SITE.</p> <p>replaced lead service and shut curb stop off.</p> <p>Drilled ferrule on 6" main , and shot bullet and replaced pex and replaced stop. Left off at curb.</p> <p>7'x7' asphalt over concrete - street restoration</p>	House may be vacant. Dispatch was notified when this was shut. no water complaints/water showing at this property. Assumed its fixed. i tried calling Alice. Number is disconnected.
WO-40629	5/10/21 00:00:00	Curb box replacement. Curb box shifted. Water surfacing, dig and determine waste water or PWSA service line leak. 1 call valid 4/7/21. Let Luke know if waste water needs confirmed with customer. This has been an ongoing issue. See picture below. Please call Terry a day in advance for her to be present.		Critical/emergency request		JOB: REPLACE S/L	
WO-9390	5/11/20 00:00:00	CONTRACTOR STARTED TO DEMOLISH PROPERTY , WATER WAS NOT SHUT AT THE CUB , CURB BOX COULD NOT BE LOCATED ON PREVIOUS WORK ORDER . WATER IS RUNNING DOWN THE STREET .		Critical/emergency request		Need to shut and cut service so property can be demolished. Service was damaged on private side and not off. Contractor smashed shut. CO 5/11/20 main in sidewalk, located curb box , shut and cut service line and removed curb box. Backfilled with slag.	

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”)
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: UNITED-I-18 Please provide a list of all occurrences within the past 10 years where PWSA has ordered or performed work on customer service lines without owner consent due to emergencies.

Response: See attachment United-I-18 for private service line work from 2020 to 2021. This work was not tracked prior to the implementation of the SpryMobile – Work Order and Asset Management application on January 14, 2020.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: October 28, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”)
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: UNITED-I-19 Please provide a list of all collection agencies currently used by PWSA.

Response: PWSA does not currently have any collection agencies in use.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: October 28, 2021

Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of Pittsburgh UNITED (“UNITED”) in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)

Request: UNITED-I-20 Please refer to page 70 of PWSA’s Compliance Plan (Ex. JAQ-1).

- a. Please explain all steps taken by PWSA to collect debts previously held by Jordan Tax Service.
- b. How does PWSA prioritize Notices of Intent to Lien?
- c. Please explain PWSA’s policies and procedure for customers who do not respond to the notice of intent to lien with payment?
- d. How does PWSA treat partial payments toward lien amounts?
- e. Please confirm that all debts subject to Notices of Intent to Lien are debt younger than 4 years.
- f. Please describe all steps taken by PWSA before recording a lien on a low-income customer.

Response:

- a. Following PWSA’s termination of its contract with Jordan Tax Service, Inc. (JTS), PWSA debited customers’ accounts with unpaid charges aged less than four years and issued a letter to the affected customers. PWSA allowed customers to enter into interest free, income based payment arrangements to repay the debt. Debts over four years in age resulted in the issuance of Notices of Intent to Lien. PWSA also made collection calls to customers with debts previously lienied by JTS.
- b. PWSA utilizes an aging report, working accounts from highest to lowest dollar amount.
- c. See Exhibit JAQ-2 as filed with my Direct Testimony on October 15, 2021. The relevant language can be found on page two: “If payment in full has not been made, the row containing the delinquent account is highlighted on our lien spreadsheet [\\fs1\Shared\Customer Service\COLLECTIONS TERM LETTER FOLDER\Liens 2019\Liens \(version 1\).xlsx](#). The Paralegal files liens on the highlighted accounts electronically and sends the filing letter [S:\Customer Service\COLLECTIONS TERM LETTER FOLDER\Liens 2019\LIEN COVER LETTER TEMPLATE \(003\).docx](#) to the property owner and mortgage holder, which states that the balance must be paid in full along with a \$78.00 filing fee. A lien filing fee is assessed by the County of Allegheny to The Pittsburgh Water and Sewer Authority in order to perfect the lien. The filing fee is then passed to the property owner separately from the PWSA utility bill.”
- d. PWSA will work with customers who make partial payments to hold a lien from being filed for a reasonable amount of time until the unpaid charges can be paid in full.
- e. If the ownership of the property has remained unchanged throughout the delinquency, PWSA issues a Notice of Intent to Lien. If the ownership of the property has changed, and the debt is older than three years and cannot be lienied, PWSA removes the debt as uncollectible.

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”)
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

- f. PWSA makes collection calls and sends multiple notices offering payment plans and customer assistance programs to collect unpaid water/wastewater charges before initiating the lien process.

Response provided by: Julie A. Quigley, Director of Customer Service

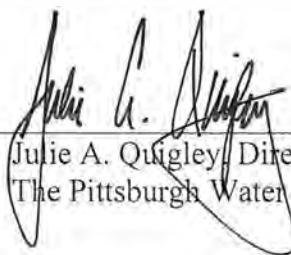
Dated: October 28, 2021

VERIFICATION

I, Julie A. Quigley hereby state that I am Director of Customer Service of The Pittsburgh Water and Sewer Authority. I hereby verify that the facts set forth in the attached discovery responses which I am sponsoring are true and correct to the best of my knowledge, information and belief. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

10/28/21

Dated



Julie A. Quigley Director of Customer Service
The Pittsburgh Water and Sewer Authority

Pittsburgh United to Pittsburgh Water and Sewer Authority Set II

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”), Set II
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

List of Attachments

#	Attachment	Responsive Document	Doc ID
9	United-II-9	Returned eBills Report YTD 2021 [redacted]	101046839

The narrative responses as well as all attachments are available at Eckert’s Share File Site:
<https://eckertseamans.sharefile.com/f/foe0b133-feff-489c-a3af-4bb32667333e>

Specific attachments may be found on the site by searching for the referenced Doc ID number.

For any access issues, please contact Deanne O’Dell at 717-255-3744 or
dodell@eckertseamans.com

Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of Pittsburgh UNITED (“UNITED”), Set II in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)

Request: UNITED-II-1 See PWSA’s response to United I-20(f). Please identify whether the collections calls and notices identified are in addition to those required by the Public Utility Code, and describe any calls or notices that are in addition to those required by the Code.

Response: The referenced collection calls are in addition to those required by the Public Utility Code; however, the notices are not. Since June 2021, PWSA has been making outbound, personal collection calls in advance of issuing any notices of termination for non-payment to delinquent customers.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 29, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”), Set II
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: UNITED-II-2 See PWSA St. 1 at 14, line 6. Please quantify and provide support for the assertion that there is “very little new residential housing being constructed in PWSA’s service territory.”

Response: PWSA issued 27 Residential Permits for new construction year to date in 2021 within our water service territory of approximately 81,000 connections. This volume of new connection permits is in line with pre-pandemic annual volumes.

<i>Permit Numbers</i>	<i>Date of Processing</i>
21-0002	1/12/2021
21-0003	1/12/2021
21-0004	1/14/2021
21-0005	1/14/2021
21-0054	2/25/2021
21-0055	2/25/2021
21-0056	2/25/2021
21-0057	2/25/2021
21-0083	3/25/2021
21-0133	5/6/2021
21-0176	6/10/2021
21-0178	6/10/2021
21-0211	7/13/2021
21-0213	7/14/2021
21-0243	8/17/2021
21-0251	8/26/2021
21-0252	8/26/2021
21-0277	9/28/2021
21-0278	9/28/2021
21-0279	9/28/2021
21-0280	9/28/2021
21-0299	10/21/2021
21-0300	10/21/2021
21-0305	10/28/2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”), Set II
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

21-0307	10/28/2021
21-0308	10/28/2021
21-0309	10/28/2021

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 29, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”), Set II
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: UNITED-II-3 See PWSA St. 1 at 27, line 9: “Automatic reporting will result in PWSA staff adding comments to these accounts to ensure that 37-day notices are issued for non-payment, non-access, etc.” See also PWSA St. 1 at 29, line 16: “PWSA will automate its activities including the customer service termination notices.”

Will recording “comments” in an account allow for automation of tenant notice processes? Please explain.

Response: No. PWSA St. 1 at 27, line 9 refers to data collected by Field Technicians at the time of termination to identify mixed use properties to ensure that 37-day termination notices are issued to tenant-occupied properties. PWSA St. 1 at 29, line 16 refers to PWSA’s intent to automate the 37-day tenant termination process in SAP.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 29, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”), Set II
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: UNITED-II-4 See PWSA St. 1 at 46, line 20: “Assuming the customer was not responsible for the delay or otherwise tampered with PWSA’s curb box...” Please explain how PWSA determines whether a customer is “responsible” for a delay in terminating service, and the criteria used to determine whether a customer “tampered” with a curb box. Provide a copy of any and all policies, procedures, or other written documents which explain how to make such a determination.

Response: Customers can delay the operation of a curb stop by obstructing PWSA’s access (e.g., parking a car on the asset). A curb stop is considered to be tampered with if it is found to be in a position opposite of what PWSA’s records indicate.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 29, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”), Set II
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: UNITED-II-5 See PWSA St. 1 at 49, line 4: “PWSA determines that a customer is willfully or negligently wasting water when it advises the customer that they have a leak on their section of service line that must be repaired and the customer takes no action to make the repair.” Please describe how PWSA assesses whether a customer has taken action to make a repair, including specifically whether PWSA accounts for a customer or occupant’s ability to pay and/or ability to authorize repairs.

Response: The Waste of Water Notice advises the owner of record to contact PWSA in response to the notice. When a customer is unable to afford the necessary repairs, or the owner is unresponsive, PWSA will allot additional time in the repair process as long as the leak is not causing damage to person or property.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 29, 2021

Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of Pittsburgh UNITED (“UNITED”), Set II in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)

Request: UNITED-II-6 See PWSA St. 1 at 53, line 14: “...the termination will be stayed if the customer satisfies the requirements of the Commission’s regulations.” Please explain which regulations this statement is referring to, and describe how PWSA’s processes comply with those regulations.

Response: This statement is referring to the requirements of 52 Pa Code § 56.94. PWSA’s process will include prohibition of termination if payment has been made, there is the existence of a serious illness or medical condition, or a dispute or complaint is pending.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 29, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”), Set II
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: UNITED-II-7 See PWSA St. 1 at 54 line 20 to 55 line 3. Has PWSA engaged in any discussions or otherwise pursued any negotiations with neighboring municipal-owned water utilities to pay for conveyance of wastewater through PWSA’s system?

Response: No. PWSA executive management discussed this approach and ultimately decided against it due to the 1) inability to accurately measure a municipality’s wastewater volumes, 2) the lack of collection methods to enforce such payments, and 3) the potential ill will that such a request would foster among municipalities.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 29, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”), Set II
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: UNITED-II-8 See PWSA St. 1 at 56, line 15: “PWSA will attempt a personal contact at the location to be terminated.” Please provide a definition for “personal contact” as used in this context.

Response: In the context of terminating service to a property when PWSA does not obtain property owner authorization to replace a lead service line, PWSA will attempt personal contact at the location to be terminated by knocking on the door of the property.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 29, 2021

Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of Pittsburgh UNITED (“UNITED”), Set II in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)

Request: UNITED-II-9 See PWSA St. 1 at 60, line 17. Please respond to the following:

- (a) Provide a copy of the “returned eBill reports” from January 5, 2020 to date.
- (b) Identify the number of bills returned as undeliverable on a monthly basis since January 5, 2020.
- (c) Identify the number of customers removed from ebilling on a monthly basis since January 5, 2020.

Response:

- (a) See attachment United-II-9. PWSA rebid the Bill Print, Mail, and Electronic Bill Presentment and Payment (EBPP) contract and, as a result, onboarded a new vendor, KUBRA, in January 2021. The prior vendor’s reporting site was shut down at that time; therefore, PWSA does not have access to any eBill reporting data prior to 2021.
- (b) 372 in January 2021; zero thereafter
- (c) July 2021 – 8; August 2021 – 9.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 29, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”), Set II
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: UNITED-II-10 See PWSA response to UNITED I-6. Since 2018, how many times has a tenant contacted PWSA requesting to connect service at move in?

Response: PWSA does not track this information. However, as explained in PWSA St. No. 1 at 14-15 and 18, changes in property ownership generally involve title companies or, for new construction, the developer. In my experience, PWSA does not regularly receive requests from tenants to be added to an account upon move-in.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 29, 2021

Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of Pittsburgh UNITED (“UNITED”), Set II in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)

Request: UNITED-II-11 Since 2018:

- a. What percentage of PWSA’s targeted total lead service line replacements have been completed?
- b. How many tenant households have been terminated due to landlord’s failure to respond to PWSA notice regarding lead service line replacement?
- c. Of the households identified in subpart b, how many households have since been reconnected to service? For each reconnection, please identify (1) the length of time the household was terminated and (2) whether PWSA has since replaced the private service line or if the customer replaced their own service line following termination.
- d. How many tenant households have been terminated due to landlord’s refusal of a lead service line replacement?
- e. Of the households identified in subpart d, how many households have since been reconnected to service? For each reconnection, please identify (1) the length of time the household was terminated and (2) whether PWSA has since replaced the private service line or if the customer replaced their own service line following termination.
- f. How many times has PWSA utilized the “stand in the shoes” rights (set forth in PWSA Tariff Supp. No. 6, Part IV.3.h First Revised Pg. No. 69) to perform a lead service line replacement to avoid termination to a tenant household?

Response:

- a. Please refer to the *LSLR PLAN* prepared by PWSA and submitted to CLRAC Members, including Pittsburgh United, on March 31, 2021. In that plan, PWSA identified that there were an estimated 16,600 residential public lead service lines and an estimated 15,633 residential private lead service lines pre-LSLR activities. Between the dates of July 1, 2016 and November 19, 2021, PWSA has replaced 8,771 residential public lead service lines and 5,777 residential private lead service lines (along with 34 public and 12 private non-residential lead service lines).
- b. Zero
- c. Not applicable
- d. Zero
- e. Not applicable
- f. Zero

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 29, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”), Set II
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: UNITED-II-12 Please describe the factors that PWSA takes into consideration when determining whether to exercise its step-in/“stand in shoes” rights to prevent termination of service to a tenant household.

Response: This has not occurred to date. Generally, PWSA expects to use this authority to prevent clear harm to tenants due to termination where reasonable attempts to obtain landlord authorization have failed.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 29, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”), Set II
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: UNITED-II-13 See PWSA Exh. JAQ-1, CP Stage 2 App. A-1, A-2, and A-3. Are these non-access letters sent to both the billing and service address? If the answer to this question is no, please explain whether and how tenants are informed of the need to access a meter at the property prior to or following service of a 30-day termination notice.

Response: The referenced exhibits are mailed only to the owner of record at their billing address. Tenants are informed of the need to access a water meter at the property where they reside via PWSA Exh. JAQ-1, CP Stage 2 App. A-5.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 29, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”), Set II
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: UNITED-II-14 See PWSA Exh. JAQ-1, CP Stage 2 App. A-1 through A-9. Please identify which of these notices are sent to the service address.

Response: PWSA Exh. JAQ-1, CP Stage 2 App. A-5, A-7, A-8, and A-9 are placed on the property.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 29, 2021

Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of Pittsburgh UNITED (“UNITED”), Set II in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)

Request: UNITED-II-15 See PWSA Exh. JAQ-1, CP Stage 2 App. A-1 through A-9. Please identify whether PWSA makes any further calls or other attempts to contact the customer or occupant regarding meter access prior to or following issuance of these written notices.

Response: No; PWSA does not make any additional attempts to contact the customer regarding access to the water meter other than via these BCS-approved non-access notices.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 29, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”), Set II
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: UNITED-II-16 See PWSA Exh. JAQ-1, CP Stage 2 App. B-4. Please identify when and under what circumstances this notice is provided.

Response: This notice is posted to alert unlisted tenants of a pending termination at a property where the owner of record has failed to pay the billed charges. PWSA posts the property with a 30-day notice, advising the tenants of their rights and the ability to pay only the current monthly charges to maintain water service.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 29, 2021

Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of Pittsburgh UNITED (“UNITED”), Set II in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)

Request: UNITED-II-17 See PWSA Exh. JAQ-1, CP Stage 2 App. B-5. Please identify when the text box with information about the pandemic was added to the 10-day termination notice and whether that text box is still included on the 10-day termination notice. If the text box no longer appears, please provide a copy of the current 10-day notice of termination. If the text box still appears, please identify the date on which that box will no longer appear.

Response: This box was added in April 2021, and PWSA has no plans to remove it.

Due to the pandemic, PWSA is offering more flexible payment arrangements and bill reduction assistance programs to prevent your water service from being shut off. Additional protections are in place for small businesses and customers meeting certain income levels. Contact PWSA at 412-255-2423 as soon as possible to determine eligibility and to enroll.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 29, 2021

Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of Pittsburgh UNITED (“UNITED”), Set II in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)

Request: UNITED-II-18 See PWSA Exh. JAQ-1, CP Stage 2 App. B-8, Personal Residential Contact Telephone Script. Is this call script also used to provide 72-hour notice of termination pursuant to 52 Pa. Code § 56.93? If not, please provide a call script or explain how notice is otherwise provided pursuant to 52 Pa. Code § 56.93.

Response: No; PWSA posts the 72-hour notice of termination to the property.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 29, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”), Set II
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: UNITED-II-19 See PWSA Exh. JAQ-1 CP Stage 2 App. C-5. Please identify when, to whom (customers, tenants, or both), and under what circumstances this notice is provided.

Response: This notice was issued to all past due Residential property owners in March 2021 before PWSA began to issue 10-day termination notices for non-payment. This notice has not been utilized since.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 29, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)
to the Interrogatories of Pittsburgh UNITED (“UNITED”), Set II
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: UNITED-II-20 See JAQ St. 1 at 35. Please describe all steps that PWSA takes to ensure that a victim of domestic violence is not held responsible for charges previously accrued where a PFA or other court order has been provided and indicates that *the property owner/primary account holder is the perpetrator of domestic violence* and has been removed from the household.

Response: PWSA provides multiple payment arrangements and generally works with victims of domestic violence to ensure that their water service is not terminated.

Response provided by: Julie A. Quigley, Director of Customer Service

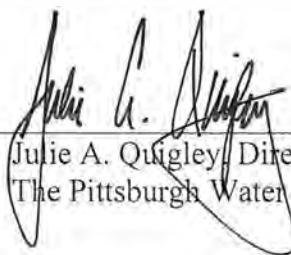
Dated: November 29, 2021

VERIFICATION

I, Julie A. Quigley hereby state that I am Director of Customer Service of The Pittsburgh Water and Sewer Authority. I hereby verify that the facts set forth in the attached discovery responses which I am sponsoring are true and correct to the best of my knowledge, information and belief. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

11/29/21

Dated



Julie A. Quigley, Director of Customer Service
The Pittsburgh Water and Sewer Authority

Office of Consumer Advocate to Pittsburgh Water and Sewer Authority
Set I

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of
the Office of Consumer Advocate (“OCA”), Set I
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

List of Attachments

#	Attachment	Responsive Document	Doc ID
10	OCA-I-10	Personal Contact Guide Training for Vendor – Cosmos dated Nov 15, 2021	101003671
25	OCA-I-24 Attach A	PWSA Bill with Lien Message	100991517
25	OCA-I-25 Attach B	10-Day Termination Notice with Lien Message	100991518 (pdf) 100991519 (word)

The narrative responses as well as all attachments are available at Eckert’s Share File Site:
<https://eckertseamans.sharefile.com/f/foe0b133-feff-489c-a3af-4bb32667333e>

Specific attachments may be found on the site by searching for the referenced Doc ID number.

For any access issues, please contact Deanne O’Dell at 717-255-3744 or
dodell@eckertseamans.com

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of
the Office of Consumer Advocate (“OCA”), Set I
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: OCA-I-1 Exhibits B-3 and B-4 attached to PWSA’s April 9, 2021, Stage 2 Compliance Plan are directed to Tenants when the Landlord/Owner has not paid the PWSA bill. Each of these notices state:
TO MAKE A TENANT PAYMENT:
The tenant must make the 30 day payment to PWSA, for nonpayment of charges by the landlord, by check or money order. The tenant must provide, upon request, reasonable identification to PWSA, including but not limited to; driver’s license, photo identification, medical assistance or food stamp identification, or any similar document issued by any public agency which contains the name and address of the tenant. Monthly tenant payments must be made in person in our offices at 1200 Penn Avenue, Pittsburgh, PA, 15222.
Please answer the following questions concerning these statements:

- a. Can the Tenant provide a one-time electronic payment via debit or credit card or direct bank transfer?
- b. How does PWSA require the Tenant to provide the identification documents? In person? Electronically?
- c. Due to the ongoing pandemic, is the PWSA office open at 1200 Penn Avenue? If not, what alternative arrangements are made for in person payments and handling ID issues?
- d. Does PWSA accept information from Tenants over the telephone to avoid termination of service without additional documentation or in-person interactions? Please explain.
- e. If the Tenant seeks to avoid termination and pays the stated dollar amount, does PWSA halt termination even if the individual has not complied with the identification requirements

Response:

- a. Yes. As part of PWSA’s response to the COVID-19 pandemic, our office is closed, and tenants can make tenant payments via telephone.
- b. As part of PWSA’s response to the COVID-19 pandemic, our office is closed, and tenants can provide their identification documents electronically.
- c. See the responses to OCA-I-1.a and OCA-I-1.b.
- d. See the responses to OCA-I-1.a and OCA-I-1.b.
- e. PWSA will cancel a termination if we have received a tenant payment and we have spoken with the tenant via telephone to verify that they made the tenant payment.

Response provided by: Julie A. Quigley, Director of Customer Service
Dated: November 12, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of
the Office of Consumer Advocate (“OCA”), Set I
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of the Office of Consumer Advocate (“OCA”), Set I in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)

Request: OCA-I-2 Does PWSA agree that the publicly available tariffs for Water and Wastewater available on its web portal do not reflect the proposed changes in definitions, policies, practices that are included in PWSA’s Stage 2 Compliance Plan and Ms. Quigley’s Direct Testimony?

Response: Yes. As explained on pages 6-7 of PWSA St. No. 1, PWSA is willing to revise its current Commission approved tariff provisions related to the issues in this proceeding; however, I did not propose revisions in my testimony as I focused on better explaining PWSA’s processes with the goal of making certain that they are understood. Once there is agreement and/or Commission direction about what needs to be changed, then PWSA can propose tariff language to be consistent. PWSA looks forward to receiving specific and actionable feedback about its procedures, and direction, as necessary, from the Commission about potential revisions. Until such direction is provided, and given the sometimes varying viewpoints of the parties, undertaking substantial revisions of the tariffs at this time was deemed not to be an efficient use of valuable resources or time.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 12, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of
the Office of Consumer Advocate (“OCA”), Set I
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: OCA-I-3 Please provide a list of Tariff amendments that will be made or that are reflected in proposed or pending Tariffs on file with the Commission that document compliance with the Stage 2 compliance plan and Exhibits and Ms. Quigley’s Direct Testimony and Exhibits.

Response: Please see the Response to OCA-I-2. PWSA is awaiting specific direction as to changes that may be needed to be in compliance with Commission regulations, and, once that direction is provided, PWSA can propose specific tariff language changes to be consistent.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 12, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of
the Office of Consumer Advocate (“OCA”), Set I
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: OCA-I-4 PWSA’s Attachment to United-I-11 (PWSA training materials for DSLPA) does not include information on the distinction between Listed and Unlisted Tenants and their rights under PWSA’s proposed policies, the Change of Address—Owner/Tenant Form or Assumption Form. Are the policies and practices identified in Ms. Quigley’s Direct Testimony related to Listed and Unlisted Tenants currently in effect or proposed to be in effect at the conclusion of this proceeding?

Response: The policies and practices related to Listed and Unlisted Tenants as identified in my testimony are currently in effect.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 12, 2021

Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of the Office of Consumer Advocate (“OCA”), Set I in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)

Request: OCA-I-5 Is it correct that the training materials provided in response to United-I-11 contain statements on page 12 that conflict with or that do not reflect the details included in PWSA’s Stage 2 Compliance Plan and Ms. Quigley’s Direct Testimony? If PWSA agrees, please provide the revised instructions, if any, that would comply with PWSA’s proposals or identify the content changes that PWSA will implement upon conclusion of this proceeding.

Response: I am not of the above opinion. The training materials regarding the Discontinuance of Services to Leased Premises Act (DSLPA) were prepared for PWSA staff who are already familiar with PWSA’s processes and procedures. They are not intended to be a comprehensive explanation of PWSA’s processes, which are as described in my testimony. Please see the following training materials available to PWSA employees on a password protected SharePoint site:

Frequently Asked Questions:

1. How can I get my name on the bill? To have your name added as a tenant, you will need to complete an owner/tenant form.
2. My Landlord will not allow me to put my name on the account, and he isn't giving me the bill; what can I do? A tenant payment of the prior months bill can be made via telephone. After you make your first tenant payment, you will receive a letter each month with the next monthly amount due.
3. I have a 30 day notice, but I pay my Landlord for the water bill. What do I need to do? A tenant payment of the prior months bill can be made via telephone. After you make your first tenant payment, you will receive a letter each month with the next monthly amount due.
4. Does PWSA accept medicals to hold terminations? Yes; your doctor will need to send documentation that it is medically necessary for you to have water service. This information must be received on the doctor's letterhead. The documentation should be emailed to info@pgh2o.com.
5. How long is the medical hold good for? A medical hold is active for 30 days. PWSA will approve two consecutive medical holds. The customer should be encouraged to enter into an income based, interest free payment plan after the first medical is granted.
6. Does PWSA accept Protection From Abuse Orders (PFA's) to hold terminations? Yes.
7. How long is a PFA hold good for? The PFA hold is driven by the period of time listed on the order. The customer should be encouraged to enter into an income based, interest free payment plan after a PFA is granted.

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of
the Office of Consumer Advocate (“OCA”), Set I
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Upon final direction from the Commission concerning processes and procedures that may need to be revised, PWSA will update its training materials accordingly.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 12, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of
the Office of Consumer Advocate (“OCA”), Set I
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: OCA-I-6 Is it correct that (1) the Assumption Form identified on page 13 of the training materials provided in response to United-I-11 must be notarized and (2) that the Owner/Tenant Addition form must be “completed”?

Response: (1) Yes; the Assumption Form must be notarized. See PWSA Exh. JAQ-20 for a copy of the form. (2) The Change of Address – Owner/Tenant Form (PWSA Exh. JAQ-22) must be signed by the owner and the tenant.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 12, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of
the Office of Consumer Advocate (“OCA”), Set I
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: OCA-I-7 Please explain the need to have two different forms for a Tenant to obtain the rights under the Commission’s regulations and the DSLPA?

Response: As explained on pages 11 and 12 of my testimony, a tenant does not need to complete any forms to exercise their right to continued service upon appropriate payment of current charges consistent with DSLPA, nor do they need to complete any forms to receive all the required Chapter 56 notices and protections prior to a service termination.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 12, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of
the Office of Consumer Advocate (“OCA”), Set I
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: OCA-I-8 Please explain why only a Listed Tenant should be afforded the protections under Chapter 14 and 15 of the Public Utility Code and Chapter 56 of the Commission’s regulations.

Response: See Response to OCA-I-9. Until they become Listed Tenants, Unlisted Tenants cannot apply to participate in PWSA’s customer assistance programs or request an income based Chapter 14 payment arrangement. Importantly though, pursuant to DSLPA, they may exercise their right to continued service upon payment of current charges. PWSA’s policies have existed prior to becoming regulated by the Commission and reflect the inability of PWSA’s current billing system to “assign” debt at a certain point in time to a particular person. Unless PWSA receives payment of an outstanding debt at a property at the time a new tenant takes occupancy, PWSA’s billing system is unable to ensure that the debt incurred prior to the new tenancy is not assessed to the new tenant. As noted on page 9 of PWSA St. No. 1, PWSA proposes to implement a fix for this issue as part of its implementation of SAP, whereby it will inactivate the account with the arrearage, create a new account in the owner’s name, convert the unlisted tenant to a “Listed Tenant,” and add him or her to the account. By doing this, PWSA’s billing system will ensure that any debt incurred at the property is associated with the tenant incurring the charges; thereby, enabling PWSA to offer income based payment arrangements and/or participation in low income customer assistance programs to any tenant occupying the property.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 12, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of
the Office of Consumer Advocate (“OCA”), Set I
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: OCA-I-9 Please summarize and describe how PWSA will reflect in its Tariffs the manner in which a Tenant can obtain or retain PWSA service without written permission from the Landlord/Owner.

Response: See Responses to OCA-I-2 and OCA-I-3. Once PWSA’s policies and procedures are approved, PWSA will undertake to revise its current Commission approved Tariff language as needed.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 12, 2021

Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of the Office of Consumer Advocate (“OCA”), Set I in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)

Request: OCA-I-10 Please update the status of PWSA’s selection of a vendor to conduct the attempt for personal contact pursuant to the amended RFP referenced on PWSA St. 1 at 52-53. Please include the estimated date by which the training materials will be provided for review as part of the Compliance Plan and identify the vendor (if selected) or the estimated date by which the vendor will be selected.

Response: PWSA has contracted with Cosmos Technologies, Inc. to perform personal contact at termination services. PWSA and Cosmos held their project kick-off meeting on November 3, 2021. Cosmos personnel traveled to PWSA’s offices at 1200 Penn Avenue on November 8, 2021 to have their badges created that indicate they are contractors of PWSA. On November 15, 2021, I and our Quality Control Manager, Kenneth Thurston will be on site at Cosmos’ offices to train them on the personal contact requirements consistent with the requirements of the Commission’s regulations and how they are to document same within SpryMobile, PWSA’s work order and asset management application. PWSA is still in the process of finalizing its training materials and is unable to accept any proposed revisions or edits to these materials from the parties prior to the upcoming training session. Attachment OCA-I-10 are the training materials in current draft form. Lastly, the pilot personal contact at termination services will take place from December 6 – 17, 2021, with Cosmos personnel meeting and working with PWSA Field Technicians with oversight by me, Kenneth Thurston, and Collections Coordinator, Nicole Tarver.

Response provided by: Julie A. Quigley, Director of Customer Service

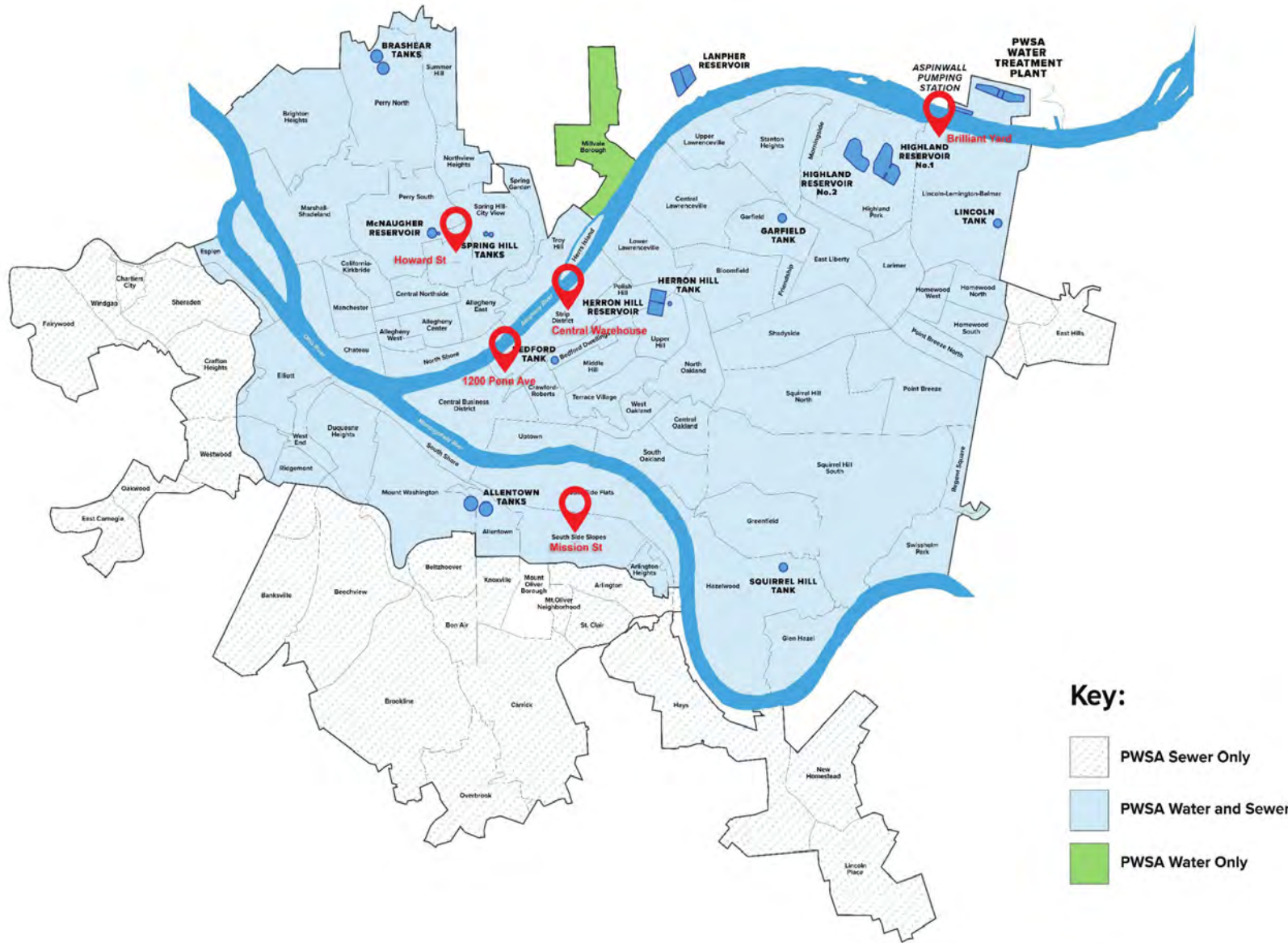
Dated: November 12, 2021



Personal Contact Guide

Training for Vendor - Cosmos

November 15, 2021



PWSA bills 110,000+ water and/or wastewater conveyance customers monthly throughout 58.3 square miles of the city of Pittsburgh and .7 square miles of the borough of Millvale. PWSA plans to issue an average of approximately 200 monthly shut-off notice postings to delinquent customers. The frequency of these postings can vary, and there is no guarantee of the need to post shut-off notices on every Monday, Tuesday, Wednesday, or Thursday.



PENNSYLVANIA CODE

COMMONWEALTH OF PENNSYLVANIA

Effective through 51 Pa.B. 4250 (July 31, 2021)

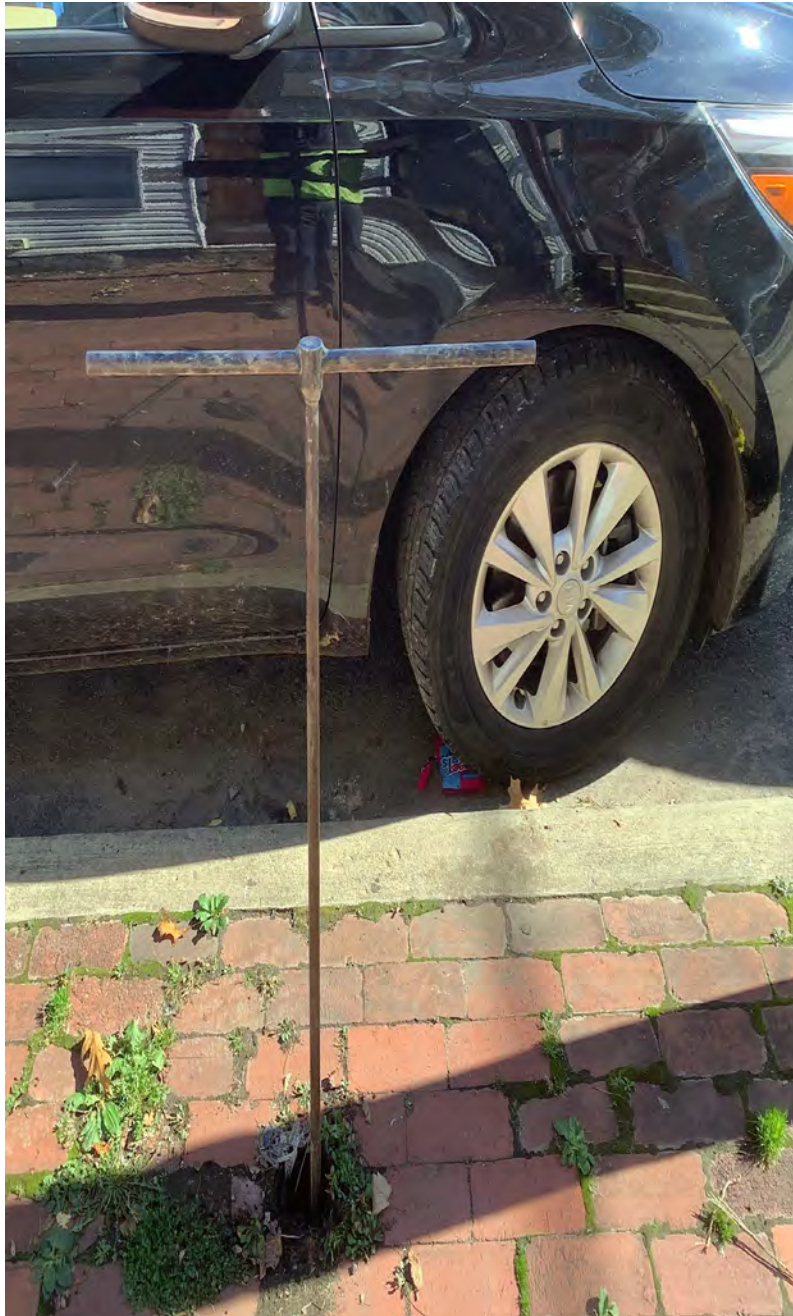
§ 56.94. Procedures immediately prior to termination. Immediately preceding the termination of service, a public utility employee, who may be the public utility employee designated to perform the termination, shall attempt to make personal contact with a responsible adult occupant at the residence of the customer. (1) Termination prohibited in certain cases. If evidence is presented which indicates that payment has been made, a serious illness or medical condition exists, or a dispute or complaint is properly pending or if the employee is authorized to receive payment and payment in full is tendered in any reasonable manner, then termination may not occur. However, if the disputing party does not pay all undisputed portions of the bill, termination may occur. (2) Methods of payment. Payment in any reasonable manner includes payment by personal check unless the customer within the past year has tendered a check which has been returned for insufficient funds or for which payment has been stopped. (3) Dishonorable tender of payment after receiving termination notice.

Delivery of Notices

Notices must be personally delivered to customers' properties during the 8:00 AM – 5:00 PM timeframe, excluding **Friday, observed holidays, and weekends**. Cosmos must coordinate with PWSA Field Operations management to accompany a PWSA Field Technician to each property. Cosmos must attempt to hand deliver the PWSA shut off notice to a responsible adult, 18 years old or older, at the property to advise of the termination of water service.

Cosmos must coordinate with PWSA management, or a specified representative for the other water companies whose customers PWSA bills for sewage charges, to hand deliver the PWSA shut off notice to those water company customers. All Cosmos personnel must abide by the personal contact requirements at the time of termination of a customer's service.





- Cosmos personnel are required to hand out PWSA's customer assistance programs flyer and explain to customers that income-based payment arrangements are also available. Additionally, if a resident advises that someone in the property has a medical issue that would be aggravated due to termination of water service, Cosmos personnel must advise PWSA or the other water company technician, thereby placing a hold on the termination. Cosmos must then offer PWSA's Customer Service number for alternative options to termination.
- Within the applicable Service Order in PWSA's work order and asset management application, SpryMobile, Cosmos must document each door knock, customer interaction, and notice posting, including the date, time, contact information of the adult with whom personal contact was made, conversation details, and choose why the termination was stopped using approved menu options. If an attempt is made and the adult or customer does not respond to the knock on the door, the water service should be terminated.

Management and Personnel Contacts

PWSA

- Jason Verikas, Manager Field Operations - 412-579-8190
- Donna Scullon, Administrative Assistant - 412-231-0891

PAWC

- Joshua Marques, Senior Supervisor - 412-431-6152

WPJ

- Donna May, Customer Service Supervisor - 412-473-3482

Hands On Training Exercise

- PWSA provides the following flyers to Cosmos personnel and explains the content in detail:
 - Customer Assistance Programs (English)
 - Customer Assistance Programs (Spanish)
 - Customer Usage Portal
- PWSA provides Cosmos personnel with the URL to the SpryMobile application, assists with logging in on Cosmos devices, and provides detailed navigation training, highlighting where the necessary information should be entered for each personal contact attempt





Thank you!

Questions or comments?

Please contact Nicole Tarver,
Senior Collections Coordinator at
412-689-9802 or via email to
ntarver@pgh2o.com.



**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of
the Office of Consumer Advocate (“OCA”), Set I
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: OCA-I-11 In PWSA St. 1 at 12 Ms. Quigley states, “PWSA processes are designed to encourage payment of outstanding charges prior to the addition of a Tenant to the account so that the debt remains with the property to preserve PWSA’s right to seek payment of the unpaid charges via the municipal lien process.” Please identify the “processes” that are used by PWSA prior to adding a Tenant to the account and explain how these “processes” differ from the requirements of Chapter 56 and DSLPA.

Response: PWSA is unaware of any specific “processes” required by Chapter 56 and DSLPA to add a tenant to the account. PWSA’s processes related to tenants are explained on PWSA St. No. 1 at 12, 20, 22, 24-25, which explain how a tenant becomes a Listed or Unlisted Tenant and how PWSA treats the tenant based on the designation.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 12, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of the Office of Consumer Advocate (“OCA”), Set I
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: OCA-I-12 When Debt Exists at Same Property where request is made to initiate new service: PWSA states that a bad debt at the property will have some adverse impact on the new Tenant’s ability to be a Listed Tenant [PWSA St. 1 at 33] but also states that the charges will be imposed on the Tenant only if he/she was listed on the account when charges incurred. [PWSA St. 1 at 34] Please explain this distinction.

Response: See response to OCA-I-8. As explained therein, PWSA’s current billing system does not permit PWSA to assign point in time debt so that outstanding debt at a property is not assessed to a new tenant who did not incur the debt. By encouraging payment of any outstanding debt at the property prior to a new tenant’s occupancy, PWSA is ensuring that it is only holding the tenant accountable for the debt incurred during the tenant’s occupancy. By becoming a “Listed Tenant,” PWSA is able to ensure that the debt incurred from the date of becoming a listed tenant is attributable to the tenant.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 12, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of
the Office of Consumer Advocate (“OCA”), Set I
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: OCA-I-13 The Change of Address – Owner/Tenant Form states that “Any unpaid balance prior to the tenant’s move-in date listed above could postpone processing and/or cause removal of the tenant’s information from the account.” Please explain how and why an unpaid balance could have this impact.

Response: See Response to OCA-I-12. Because of the design of PWSA’s current billing system, an unpaid balance prior to the tenant’s move-in date could erroneously be attributed to the tenant. Rather than assess liability to the tenant for a debt that he or she did not incur, PWSA’s process would not permit the tenant to become a “Listed Tenant”; however, the Unlisted Tenant would continue to have access to service, Chapter 56 notice of termination procedures, and the ability to forestall termination via DSLPA payments.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 12, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of
the Office of Consumer Advocate (“OCA”), Set I
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: OCA-I-14 Reference PWSA St. 1 at 28-29: In situations in which there are Tenants that receive PWSA services without individual meters or customer accounts in their name, please describe when and under what circumstances PWSA will seek termination and when PWSA will rely on using the Municipal Lien authority (i.e., issuing a Notice of Intent to Lien).

Response: PWSA issues a 37-day notice to the landlord when a tenant occupied property is 60 days or more past due. If unpaid, the tenant is posted with a 30-day notice with instructions on how to make a tenant payment to cancel termination. If still unpaid, PWSA will issue a Notice of Intent to Lien to the owner of record.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 12, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of
the Office of Consumer Advocate (“OCA”), Set I
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: OCA-I-15 What process changes and with what implications for PWSA’s billing and collection system now and under SAP would be required to require new property owners to apply for service?

Response: The process by which new property owners apply for service is established; however, it will be enhanced with the launch of the Customer Advantage Portal as part of the SAP implementation, including viewing and paying bills, accessing hourly usage and setting leak alerts, and starting and stopping service online.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 12, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of
the Office of Consumer Advocate (“OCA”), Set I
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: OCA-I-16 What account triggers are associated with the automation for the issuance of Lien notices in the new SAP?

Response: The account triggers that PWSA is working on with VertexOne to develop in SAP for the automation of Notices of Intent to Lien are:

1. A report of accounts with the following criteria:
 - a. Shut accounts
 - b. Tenant payments
 - c. Unpaid final bills
 - d. Inactive account balances
 - e. Sewage only accounts
 - f. Flat/unmetered/party service line accounts
 - g. Curb box issues
2. PWSA will also continue to review high dollar accounts through an automated aging report.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 12, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of
the Office of Consumer Advocate (“OCA”), Set I
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: OCA-I-17 Is it correct that unless a Tenant becomes “listed”, the individual Tenant is not able to participate in universal service programs or e-billing?

Response: Yes, it is accurate that tenants may not participate in customer assistance programs or eBilling unless they are listed tenants receiving monthly bills in their name. I am informed by counsel that as a water and wastewater utility regulated by the Commission, there are no specific statutory or regulatory requirements for PWSA to offer customers participation in universal service programs and/or e-billing options.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 12, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of
the Office of Consumer Advocate (“OCA”), Set I
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: OCA-I-18 What are the operational barriers to metering individual Tenants in multi-unit buildings with one meter?

Response: Metering individual tenants who reside in multi-unit apartment buildings would require costly upgrades to the owner’s plumbing system to bill individual tenants for their specific water usage. As PWSA is a municipal authority with the ability to collect unpaid water and wastewater charges via a lien against the property, PWSA would also maintain billing to the owner of record as the primary customer.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 12, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of
the Office of Consumer Advocate (“OCA”), Set I
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: OCA-I-19 Please describe how PWSA would accept partial payments from Tenants in a single-meter, multi-unit building. Please discuss this process in light of 66 Pa. C.S. § 1313.

Response: PWSA does not accept partial payments to meet its tenant payment requirements; however, PWSA would accept partial tenant payments that in aggregate equal the required monthly tenant payment.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 12, 2021

Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of the Office of Consumer Advocate (“OCA”), Set I in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)

Request: OCA-I-20 If not provided in response to OCA Set I-16 above, please answer:

- a. Would this responsibility for dividing the payment obligation rest with one or more Tenants?
- b. What role would PWSA play in assisting the Tenants in identifying the proper proportional payments?

Response:

- a. Yes; as is stated in the 30-day posting notice to tenants:
 1. “You can join with the other tenants to pay the bill for the last 30 days preceding this notice, or you can pay the total bill yourself. Either way, you do not have to pay a deposit or get credit granted in your name. You will not have to pay your landlord’s other debts or the debts of prior tenants, and the utility service will remain in the name of the landlord.”
 2. “You may deduct your payment to PWSA from your rent due now or from future rent. PWSA will tell your landlord how much you paid for that utility service.”
- b. Historically, PWSA has played no role in determining proper proportional tenant payments.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 12, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of
the Office of Consumer Advocate (“OCA”), Set I
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: OCA-I-21 How are Tenants informed that the Landlord remains responsible for bills whether or not the Tenant pays the current and future monthly bills in full?

Response: PWSA added language concerning its ability to lien the property for unpaid water/wastewater charges to all termination notices.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 12, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of
the Office of Consumer Advocate (“OCA”), Set I
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: OCA-I-22 Identify what processes and policies PWSA has proposed in this
Compliance filing that it cannot now implement but will implement with
the installation of the new SAP system.

Response: See PWSA St. No. 1 at 9 for a list of process changes that PWSA has either already
implemented or is willing to implement to address issues of concern that have been expressed by
Commission staff and other stakeholders. Of this list, the first proposal to inactivate accounts
cannot be implemented until the new SAP system is implemented.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 12, 2021

Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of the Office of Consumer Advocate (“OCA”), Set I in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)

Request: OCA-I-23 52 Pa. Code § 56.91 (General notice provisions and contents of termination notice) states:

- (a) Prior to terminating service for grounds authorized by § 56.81 (relating to authorized termination of service), a public utility shall provide written notice of the termination to the customer at least 10 days prior to the date of the proposed termination. The termination notice shall remain effective for 60 days. In the event of a user without contract as defined in § 56.2 (relating to definitions), the public utility shall comply with §§ 56.93—56.97, but need not provide notice 10 days prior to termination.

Please identify the specific procedures and processes that PWSA will adopt to implement this requirement in light of its position with respect to “user without contract.”

Response: Please see revised page 38 of PWSA St. No. 1. PWSA has not identified any situations of “user without contract.” The scenario of Directed Question Number 14 is considered theft of services pursuant to PWSA’s processes. As such, PWSA has not identified any process changes necessary pursuant to 52 Pa Code § 56.91(a).

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 12, 2021

Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of the Office of Consumer Advocate (“OCA”), Set I in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)

Request: OCA-I-24 Please provide PWSA’s current policy to require payment of make-up bills in light of the customer complaints submitted to BCS and discussed in the workshops.

Response: Due to the importance of collecting payments for previously unbilled services from customers who consumed the water, so that other ratepayers are not required to shoulder this burden, PWSA’s current policy continues to follow the Commission’s regulations at 52 Pa. Code § 56.14. Consistent with this regulation, PWSA renders a make-up bill for previously unbilled service which accrued within the past 4 years and affords the customer a period of amortization that is as long as the period during which the amount accrued. Further, when the make-up bill is due to a non-registering water meter, PWSA calculates the consumption in accordance with the requirements of 52 Pa. Code § 65.9.

To assist PWSA employees in responding to consumer inquiries about make-up bills due to a non-registering water meter, PWSA has made the following training materials available to PWSA employees on a password protected SharePoint site:

Definition: Services billed for a non-registering meter at the property.

Applicable PA PUC Regulations: § 52 Pa. Code 65.9 (c)

§ 65.9. Adjustment of bills for meter error.

(a) *Fast meters.* If upon test of a meter, the meter is found to have an error of more than 4% fast, the public utility shall refund to the consumer the overcharge based upon what the meter would have registered had it not been fast or slow for a period equal to 1/2 the time elapsed since the last previous test but not to exceed 12 months. If the period of registration error is fixed with a reasonable degree of certainty, the overcharge shall be computed for the period. If the meter has not been tested under § 65.8 (relating to meters), the period for which it has been in service beyond the regular test period shall be added to the 12 months in computing the refund.

(b) *Slow meters.* If upon test of a meter, the meter is found to have an error of more than 4% slow, the public utility may render a bill for the water consumed but not covered by previously rendered bills equal to 1/2 of the time elapsed since the last previous test but not to exceed 12 months. If the period of registration error is fixed with a reasonable degree of certainty, the charge may be computed for the period. Payment of this previously unbilled consumption shall be under § 56.83(5) (relating to unauthorized termination of service).

(c) *Nonregistering meters.* If a meter is found not to have registered for a period or not to have fully measured the entire flow due to meter interference, the public utility shall compute the water used by taking the average of the water used for the nearest meter reading period immediately preceding and the meter reading period immediately following the date when the meter was found to be not registering or interfered with, which amount shall be assumed to be the amount of water used by the customer during the billing period in which the meter was found not to have registered. Exceptions may be made only if the facts clearly show that the stated method does not give the correct consumption for the period.

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of
the Office of Consumer Advocate (“OCA”), Set I
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Authority

The provisions of this § 65.9 issued under the Public Utility Code, 66 Pa.C.S. § § 317, 501, 1301, 1304, 1501, 1502, 1504, 1507, 1508, 1702 and 1704.

Source

The provisions of this § 65.9 adopted March 25, 1946; amended August 15, 1980, effective August 16, 1980, 10 Pa.B. 3356; amended October 11, 1985, effective October 12, 1985, 15 Pa.B. 3648; amended May 23, 1986, effective October 12, 1985, 16 Pa.B. 1812. Immediately preceding text appears at serial pages (103578) and (103579).

Frequently Asked Questions:

1. Why am I receiving these charges? The water meter at the property was registering zero consumption with actual readings when in fact the property was occupied, and water was being consumed.
2. How were these charges calculated? This debit is based on an average of the registered consumption before and after the zero consumption readings.
3. How far back do these charges go? The dates for the usage have been provided to you in the Previously Unbilled Service Notification.
4. Can I get a payment plan? A customer can enter into a payment plan to repay debited charges related to a non-registering water meter.
5. Can I dispute these charges? Any PWSA billed charges can be disputed; however, per PA code 56.14, PWSA may back-bill four years of usage based on your average consumption.
6. What if the property was vacant? If the property was vacant during any period of the back-billing, the customer can file a notarized vacancy affidavit to reduce the debited charges.
7. Can a customer receive a payment plan for theft of service charges? No payment plan will be given for theft of service. If necessary, follow normal escalation procedures.
8. How is theft of service billed? Theft of service is based on the average consumption taken from the last actual read showing usage and the current read from the new meter.
9. How will the accounts be noted? Debits posted to this account in the amount of \$____ reflect billing from ____ to ____ when the meter was incorrectly registering zero consumption. These debits are calculated based on the customer's average consumption of ____ thousand gallons, and they reflect the per thousand gallons water/wastewater rates only. The customer is not being debited for previously billed minimum charges.

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of
the Office of Consumer Advocate (“OCA”), Set I
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

10. What happens if the current account holder is a tenant who did not create the usage?
1) The inactive account in the owner's name is debited, 2) a manual bill is produced which is mailed with the cover letter to the owner, and 3) Collections will monitor the account to place a lien if the charges remain unpaid.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 12, 2021

Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of the Office of Consumer Advocate (“OCA”), Set I in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)

Request: OCA-I-25 Please summarize and provide examples of PWSA’s customer notices and information that now or will include or discuss PWSA’s ability to collect unpaid debt or overdue bills through a Lien on the property and how this policy will be used in light of the Chapter 56 consumer protections highlighted on PWSA’s web portal.

Response: As explained on pages 27-29, PWSA pursues collection of unpaid residential charges first through Chapter 56 and, where tenants occupy a property, PWSA provides the additional notices as required by DSLPA. As agreed to in the Joint Petition for Settlement of PWSA’s currently pending rate case, PWSA has expanded its customer education and notice about its use of liens to include adding language about its use of liens to termination notices, monthly bills, its website and its tariff. (See Section III.E.9.a at Docket No. R-2021-3024773). PWSA has proposed tariff language for the Commission’s consideration as part of the Joint Petition for Settlement (See Appendices I-K to the Joint Petition for Settlement). Please see OCA-I-25 Attach A and Attach B to view the lien messaging on PWSA’s termination notices and monthly bills. Additionally, please see this link for PWSA’s website content on liens: <https://www.pgh2o.com/residential-commercial-customers/account-billing-info/liens>.

Response provided by: Julie A. Quigley, Director of Customer Service

Dated: November 12, 2021



Bill Date
10/28/2021

Account Number



Page 1 of 2

Billing Statement for

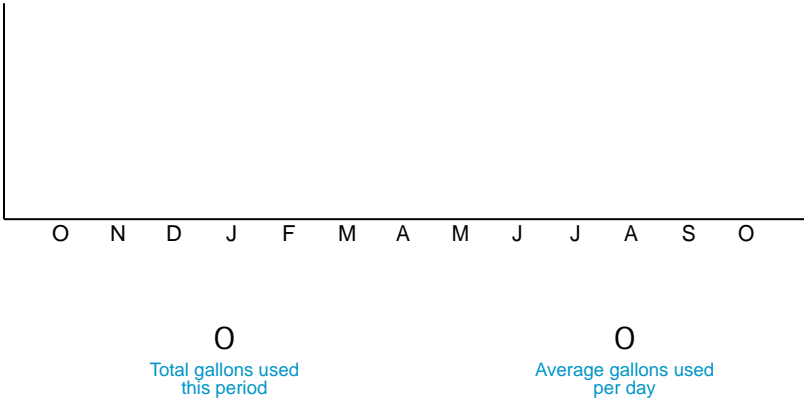


Billing Summary

PRIOR BALANCE	-	PAYMENTS	=	ACCOUNT BALANCE	+	CURRENT CHARGES	=	TOTAL BALANCE
\$0.00		\$0.00		\$0.00		\$19.16		\$19.16

My Water Usage

Average Monthly Usage in 1,000 Gallons



0 Gallons / 28 Days = 0 Average Daily Gallons

Customer Assistance Programs



Having difficulty paying your PWSA bill?

Call Dollar Energy Fund at
1-866-762-2348 to see if you qualify for:

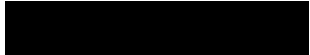
- 1. Relief from your fixed, monthly PWSA charges plus forgiveness on past due balances if you are on an active payment plan
- 2. A cash grant to help pay your past due charges
- 3. Protection from shut-off in winter months
- 4. Reimbursement for private side lead line replacement



1200 Penn Avenue, Pittsburgh, PA 15222

MAKE CHECK OR MONEY ORDER
PAYABLE TO: PWSA

Account Number



Due on
11/17/2021

TOTAL BALANCE
\$19.16

AMOUNT ENCLOSED



PITTSBURGH PA 15241-7190



Thank you for being a valued customer.
It is our pleasure to be of service to you and the community.

My Billing Details

Current Charges	\$19.16
Adjustments	
Transferred from 5094277	\$12.79
Total Due On or Before 11/17/2021	\$19.16

Current Charges **\$19.16**
 PWSA

Allegheny County Sanitary Authority
 Charges billed on behalf of ALCOSAN
 Sewage Treatment \$6.37

My Meter Readings

Meter #:	██████████
Current:	0 10/09/2021 Estimated
Previous:	0 09/11/2021 Estimated
Usage:	0
Days of Service:	28



Page 2 of 2

Did you know that you can pay your PWSA bill for free? Enroll in paperless billing, sign up for Zipcheck, or mail your bill with payment.

The Pittsburgh Water and Sewer Authority
 1200 Penn Avenue, Pittsburgh, PA, 15222

Pay-By-Phone

1-833-660-1366 - 24 hours a day / 7 days a week

Customer Service

412-255-2423 - Press Menu Option #5

info@pgh2o.com

Monday through Friday from 8 AM to 6 PM

24/7 Water/Sewer Emergency

412-255-2423 - Press Menu Option #1

Visit us online at www.pgh2o.com for more information or to view a current rates schedule.

Please register any questions or complaints about your bill prior to the due date.

PWSA bills on behalf of ALCOSAN for the treatment of wastewater. ALCOSAN's rates are separate from PWSA. Their rates are set annually and the amount that they charge for the treatment of wastewater is reflected in your bill from PWSA. If you have any questions regarding your ALCOSAN charges please contact them at 412-766-6696.

Per Section A.1.a of PWSA's Supplemental Service Conditions, "Unpaid water and/or wastewater charges are a lien on the property."

Convenient ways to pay:



Make one time payments via pgh2o.com.



Enroll in eBilling to go green, make fee free payments, and view bills and inserts via pgh2o.com.



Make payment via telephone at 412-255-2423 and press option 2.

PLEASE MAIL TO BELOW ADDRESS.



THE PITTSBURGH WATER AND SEWER AUTHORITY
 PO BOX 747055
 PITTSBURGH, PA 15274-7055



February 10, 2020

Account Number «Loc_»«Cust_»

«Name»
«Billing_1»
«Billing_2» «Billing_3» «Zip»

Re: «Service_address»

10- DAY SHUT OFF NOTICE

Outstanding Account Balance \$

As of the date of this shut off notice, our records indicate that the above amount is outstanding and is due immediately to The Pittsburgh Water and Sewer Authority (PWSA). Water service to the above premise will be shut off on or after **DATE**. To avoid the shut-off of water service, you must:

1. Pay the above amount in full directly to PWSA **OR**
2. Contact PWSA at 412-255-2423 to discuss payment arrangements or bring an existing payment arrangement current.

Per Section A.1.a. of PWSA's Supplemental Service Conditions, "Unpaid water and/or wastewater charges are a lien on the property."

Low-income Residential customers may be eligible to postpone a service shut off during the winter months of December 1 through April 1 and may also be eligible for PWSA's Bill Discount Program. Contact the Dollar Energy Fund at 1-866-762-2348 to determine if you are eligible for these programs. Enrollment in the bill discount program will not stop the shut-off of service. Loss of water service may adversely affect hot water or steam heating systems. You should contact an appropriate service company to inspect your heating system for continued safe operation.

MEDICAL EMERGENCY NOTICE:

Let us know if someone living in your home is seriously ill or has a medical condition that will be aggravated by the shut-off of service. We will not shut off your service during such illness provided you:

- (a) Have a licensed physician, nurse practitioner or physician's assistant certify in writing that such illness exists and that it may be aggravated if your service is stopped; and
- (b) Make some equitable arrangements to pay your bill.
- (c) Contact us by calling 412-255-2423
- (d) Have your licensed physician send a letter to PWSA within 3 days verifying the medical condition.

Penn Liberty Plaza I
1200 Penn Avenue
Pittsburgh PA 15222

info@pgh2o.com
T 412.255.2423
F 412.255.2475

www.pgh2o.com
@pgh2o

Customer Service /
Emergencies:
412.255.2423



If you have any questions or need more information, contact us as soon as possible at 412-255-2423. After you talk to us, if you are not satisfied, you may file a complaint with the Pennsylvania Public Utility Commission by calling 1-800-692-7380 or by writing the Pennsylvania Public Utility Commission, Post Office Box 3265, Harrisburg, PA, 17105-3265. The Pennsylvania Public Utility Commission may delay the shut off if you file the complaint **before** the shut off date.

Special protections are available for victims under a protection from abuse order, customers with a court order that indicate any type of domestic violence, and customers with disabilities. Special protections are also available for tenants if the landlord is responsible for paying PWSA. Contact Customer Service at 412-255-2423 for additional information. NOTE: This notice is valid for up to 60 days. All adult occupants whose names appear on the mortgage, deed, or lease are considered the "customer" and are responsible for paying this bill. If service is shut off, ANY adult occupant who has been living at the property may have to pay all or portions of this bill to have service restored plus a reconnection fee of \$45.68 for same day or \$25.38 for next day restoration.

A customer may be required to pay more than the amount listed above to have the service restored. If you have made payment to satisfy your outstanding balance, please report the payment to PWSA **immediately** to avoid termination of your water service. If your water service is terminated for non-payment, you should contact PWSA after payment has been made for the outstanding balance, to arrange for reconnection of your water service. It may take up to 7 days to restore water service to your property.

Atención. Si no comprende este mensaje, comuníquese con el servicio al cliente.

412-255-2423

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of
the Office of Consumer Advocate (“OCA”), Set I
in Docket Nos. M-2018-2640802 and M-2018-2640803 (Stage 2)**

Request: OCA-I-26 If not provided in the above response to OCA Set I-22, please provide the following:

- a. Identify the means by which customers will be informed of PWSA’s use of Liens on property to collect unpaid debt or overdue bills and
- b. When such communications will be implemented or provided for review in the context of this Compliance proceeding.

Response: See Response to OCA-I-25.

Response provided by: Julie A. Quigley, Director of Customer Service

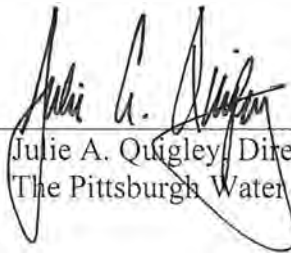
Dated: November 12, 2021

VERIFICATION

I, Julie A. Quigley hereby state that I am Director of Customer Service of The Pittsburgh Water and Sewer Authority. I hereby verify that the facts set forth in the attached discovery responses which I am sponsoring are true and correct to the best of my knowledge, information and belief. I understand that the statements herein are made subject to the penalties of 18 Pa.C .S. § 4904 (relating to unsworn falsification to authorities).

11/12/21

Dated



Julie A. Quigley Director of Customer Service
The Pittsburgh Water and Sewer Authority

VERIFICATION

I, Daniel G. Vitek, Esq. hereby state that the facts set forth in Pittsburgh United Statement 1, the Direct Testimony of Daniel G. Vitek, Esq. are true and correct to the best of my knowledge, information, and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements made herein are subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsifications to authorities.)

December 1, 2021

Date



Signature

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Implementation of Chapter 32 of the	:	Docket No.	M-2018-2640802
Public Utility Code Re Pittsburgh	:		M-2018-2640803
Water and Sewer Authority	:		

REBUTTAL TESTIMONY OF DANIEL G. VITEK, ESQ.

ON BEHALF OF

PITTSBURGH UNITED

January 21, 2022

PREPARED REBUTTAL TESTIMONY OF DANIEL G. VITEK, ESQ.

I. INTRODUCTION AND BACKGROUND

Q: Please state your name, occupation, and business address.

A: Daniel G. Vitek. I am an attorney with the Community Justice Project (CJP), a non-profit law firm dedicated to addressing systemic issues of poverty and enforcing civil rights across Pennsylvania through advocacy and litigation. My address is 100 Fifth Avenue, Pittsburgh, PA 15222.

Q: Did you previously submit testimony in this proceeding?

A: Yes. I submitted direct testimony pre-marked United Statement 1 on behalf of Pittsburgh United (United).

Q: What is the purpose of your rebuttal testimony?

A: My rebuttal testimony responds to the direct testimony of D. C. Patel, expert witness for the Bureau of Investigation of Enforcement (I&E), marked I&E Statement 1. Specifically, I will respond to Mr. Patel's recommendations that PWSA implement a credit scoring mechanism, begin collecting security deposits, and increase its late fees.¹ Each of these recommendations would have a detrimental impact on the ability of low income and vulnerable customers to be able to connect to and maintain affordable water and wastewater service. These customers have fallen behind because they cannot afford their monthly bills. Late fees, deposits, liens, and other punitive charges compound the problem by increasing the amount they must pay to access, maintain, or restore service. Therefore, I oppose these recommendations.

¹ I&E St. 1 at 13-14.

1 This rebuttal testimony is not intended to address every issue raised or otherwise discussed
2 by I&E's witness or other parties' witnesses in direct testimony. Absence of a response to any
3 specific recommendation or position of any witness does not indicate my agreement. Unless
4 required for context in providing a further response to direct testimony, I will not reiterate the
5 extensive arguments and evidence that I provided in my direct testimony. To the extent an
6 argument raised by any party in rebuttal is already sufficiently addressed in my direct testimony,
7 I do not intend to respond, and stand on the evaluation, analysis, and recommendations contained
8 in my direct testimony.

9 **Q: Please briefly summarize the testimony to which you wish to respond.**

10 A: In his direct testimony Mr. Patel provides several datapoints that he asserts
11 demonstrate poor collection performance by PWSA.² He asserts that the lost revenue from these
12 uncollectible balances necessitates the implementation of additional collection mechanisms,
13 including credit checks, security deposits, and increased late fees.³ Specifically, as they relate to
14 residential customers, I disagree with Mr. Patel's recommendations that PWSA implement a credit
15 scoring mechanism, institute security deposits, and increase late fees. Each of these
16 recommendations will have a detrimental impact on the ability of low income and vulnerable
17 residential customers to be able to connect to and maintain affordable water and wastewater
18 service.

² I&E St. 1 at 5-8.

³ I&E St. 1 at 8-14.

1 **Q: What is your response to Mr. Patel’s recommendation that PWSA implement a credit**
2 **scoring mechanism?**

3 A: Implementing a credit scoring mechanism will further hinder the ability of low income and
4 vulnerable residential consumers to subscribe to PWSA’s water and wastewater service. As I
5 identified in my Direct Testimony, PWSA already has a number of unreasonable barriers for low
6 income tenants to access service.⁴ PWSA should not be raising additional barriers for these
7 households. Low income communities and communities of color have disproportionately lower
8 credit scores than other population subgroups, especially among low income and minority renters.⁵
9 Applying a credit scoring mechanism to applications for service, presumably based in whole or in
10 part on an applicant’s credit score, will further hinder the ability of these vulnerable consumers to
11 access PWSA’s service.

12 Credit scoring mechanisms are rife with racial disparities that can detrimentally affect
13 vulnerable consumers’ ability to obtain water and wastewater service.⁶ For instance, a 2019 study
14 by the Urban Institute found that over 50 percent of white households have credit scores over 700,
15 as compared to only 20 percent of Black households.⁷ These disparities are a result of large racial

⁴ United St. 1 at 5-32.

⁵ Raphael W. Bostic, Paul S. Calem, and Susan M. Wachter, Hitting the Wall: Credit as an Impediment to Homeownership, Harvard University, Joint Center for Housing Studies, at 1, Feb. 2004, available at: https://www.jchs.harvard.edu/sites/default/files/media/imp/babc_04-5.pdf

⁶ Past Imperfect: How Credit Scores and Other Analytics “Bake In” and Perpetuate Past Discrimination, National Consumer Law Center, Racial Justice & Equal Economic Opportunity Project, May 2016, available at: https://www.nclc.org/images/pdf/credit_discrimination/Past_Imperfect050616.pdf; Consumer Financial Protection Bureau, Analysis of Differences Between Consumer- and Creditor-Purchased Credit Scores, at 18, Sept. 2012, available at http://files.consumerfinance.gov/f/201209_Analysis_Differences_Consumer_Credit.pdf; Sarah Duda & Geoff Smith, Woodstock Institute, Bridging the Gap: Credit Scores and Economic Opportunity in Illinois Communities of Color, at 8 (Sept. 2010), available at <https://illinoisassetbuilding.org/wp-content/uploads/2011/10/Bridging-the-Gap-Report.pdf>;

Matt Fellowes, Credit Scores, Reports, and Getting Ahead in America, May 2006, available at https://www.brookings.edu/wp-content/uploads/2016/06/20060501_creditscores.pdf.

⁷ Jung Hyun Choi, Alanna McCargo, Michael Neal, Laurie Goodman, Caitlin Young, Explaining the Black-White Homeownership Gap: A Closer Look at Disparities across Local Markets, Urban Institute, at vi, Oct. 2019, available at: https://www.urban.org/sites/default/files/publication/101160/explaining_the_black-white_homeownership_gap_2.pdf

1 wealth gaps, decades of redlining and housing segregation, historical and present-day employment
2 discrimination, and racially biased criminal justice practices.⁸

3 Low income, Black, and Hispanic consumers are also more likely to lack credit history,
4 leading them to be labeled “credit invisible” or to have an unscored record.⁹ Monthly reporting of
5 water and wastewater bill payment data to credit bureaus could be detrimental to these consumers
6 by damaging their already fragile credit histories and further hindering their ability to access other
7 forms of credit by adding reports about payments that are only 30 or 60 days late.¹⁰ The impact
8 could be especially harsh on families suffering hardships and could compel them to immediately
9 pay at the expense of other necessities such as food, shelter and medicine.¹¹ This problem is
10 compounded by the racial disparities that exist in utility payment data. Low-income, Black, and
11 Hispanic Pennsylvanians are more likely to experience utility insecurity and areas with higher
12 concentrations of non-white residents have much higher rates of utility arrears and
13 disconnections.¹² Black and Hispanic households are more likely to experience a loss of heating
14 or cooling due to an inability to pay bills and COVID-19 has widened this gap.¹³ Survey data from
15 Indiana University shows that low-income Black households receive utility disconnection notices

⁸ See National Consumer Law Center (NCLC), No Silver Bullet: Using Alternative Data for Financial Inclusion and Racial Justice, Urban Institute, Dec. 2021, available at https://www.nclc.org/images/pdf/credit_reports/IB_Alt_Data_Is_No_Silver_Bullet.pdf; see also Past Imperfect: How Credit Scores and Other Analytics “Bake In” and Perpetuate Past Discrimination, at 1.

⁹ Data Point: Credit Invisibles, Consumer Financial Protection Bureau, May 2015, available at: https://files.consumerfinance.gov/f/201505_cfpb_data-point-credit-invisibles.pdf

¹⁰ NCLC, No Silver Bullet, at 3.

¹¹ Id.

¹² Dan Treglia, PhD, Mina Addo, MPA, Meagan Cusack, MSW, and Dennis Culhane, PhD, Understanding Racial and Ethnic Disparities in Health Outcomes and Utility Insecurity Resulting from COVID-19, University of Pennsylvania, at p. 5 (Mar. 2021) Available at: https://clsphila.org/wp-content/uploads/2021/03/CLS_UtilityReport_20200324.pdf

¹³ Anna Kowanko and Charlie Harak, More Can and Must Be Done to Prevent Utility Consumers from Losing Service Due to Mounting COVID-Driven Arrearages in Massachusetts and Other States, National Consumer Law Center, at 10, Nov. 2021, available at: https://www.nclc.org/images/pdf/special_projects/covid-19/Rpt_More_Covid_Util_Arrearage_Svc.pdf#page-12.

1 at two times the rate and have their electricity disconnected at five times the rate compared to low-
2 income white households.¹⁴ Additionally, this data showed that Hispanic households receive
3 notices at five times the rate and lost electricity at eight times the rate.¹⁵

4 Furthermore, Mr. Patel has not provided any information or analysis about how much it
5 would cost PWSA to implement such a credit scoring mechanism or whether the cost of
6 implementation and any consequent liabilities could outweigh any purported collection benefits.
7 Implementing a credit scoring mechanism could be administratively burdensome and could expose
8 PWSA up to liability under federal law. The Fair Credit Reporting Act¹⁶ (FCRA) provides strict
9 rules about permissible use of credit reports, obsolete information, disclosures to consumers, civil
10 liability for noncompliance, and administrative enforcement.¹⁷ The Equal Credit Opportunity Act
11 (ECOA) prevents creditors from discriminating against applicants on the basis of race, color,
12 marital status, national origin, religion, sex, age, or reliance on public assistance.¹⁸ While utilities
13 may be allowed to use credit screening mechanisms, the rules for implementing these laws are
14 complicated to interpret and apply, particularly with respect to the ECOA, which contains a
15 labyrinth of federal rules and regulations controlling precisely what and how information can be
16 used by the utility service provider to make credit decisions.¹⁹ I understand from United's counsel
17 that the possible implications of FCRA, ECOA, and other laws will be addressed through briefing.

¹⁴ Id.

¹⁵ Id.

¹⁶ 15 U.S.C. §1691 et seq.

¹⁷ 15 U.S.C. §§ 1681 et seq.

¹⁸ 15 U.S.C. §1691 et seq.

¹⁹ Sidney D. Hemsley, Using a Utility Service Applicant's Credit Report to Determine Amount of Utility Deposit, Municipal Technical Advisory Service, Institute for Public Service, Jan. 3, 2019, available at: <https://www.mtas.tennessee.edu/knowledgebase/using-utility-service-applicants-credit-report-determine-amount-utility-deposit> .

1 **Q: What is your response to Mr. Patel’s recommendation that PWSA begin collecting**
2 **security deposits from residential customers?**

3 A: Implementing security deposits for residential customers will add additional costs as a
4 condition of establishing service and create additional barriers to the ability of low income and
5 minority consumers to be able to connect to water and wastewater service. As I explained above,
6 members of low income communities and communities of color have disproportionately poor
7 credit and are therefore more likely to be assessed a security deposit. As low income customers
8 already struggle to afford service, adding additional amounts to the cost of establishing service
9 could create an insurmountable barrier to service for many families.

10 The Commission allows utilities to charge cash deposits in certain situations but *does not*
11 *require* utilities to do so. If a utility opts to impose security deposit requirements, utilities are
12 prohibited from assessing deposits to applicants who are income eligible for customer assistance
13 programs.²⁰ The best way to avoid erroneously assessing security deposits to low income
14 applicants is not to require security deposits from residential customers – especially given PWSAs
15 ongoing efforts to reach compliance in multiple of other areas.

16 Further complicating this matter, it is unclear how PWSA could apply a security deposit
17 requirement on “listed tenant” accounts, where the person paying the bill is not the named
18 customer. If tenants are charged a security deposit and subsequently move out, it is likely that
19 money would be returned to the landlord, creating a windfall at the expense of the tenant. If the
20 security deposit is charged to the landlord in these situations, and the tenant falls behind on the
21 bill, the security deposit may be used to cover those arrears – thus using the landlord’s money to
22 pay charges attributable to the tenant. Either way, the implementation of a security deposit would

²⁰ 52 Pa Code 56.32

1 be unduly complicated and unnecessary as the collection mechanisms utilized by PWSA are
2 already sufficient and exceed what is required by the code and beyond what is available to most
3 other regulated utilities.

4 **Q: What is your response to Mr. Patel's recommendation that PWSA increase its late**
5 **fees?**

6 A: Adding additional cost onto bills that customer are already unable to pay is
7 counterproductive and could lead to increased termination rates and uncollectible expenses. PWSA
8 should instead seek to ensure that consumers are able to access its essential water and wastewater
9 service through participation in its low income programming and other available funding sources,
10 rather than implementing such punitive measures.

11 PWSA indicates that, out of 5,506 termination notices issued since June 7, 2021, 1,647
12 (30%) customers have paid in full, and 893 (16%) customers have entered into payment
13 arrangements, the remaining 54% of those customers can neither afford to pay in full or to enter
14 into payment arrangements.²¹ PWSA indicates that it fears increasing its late fees could cause its
15 current collection success rate to further decline.²² Due to the harsh consequence of water
16 termination, customers who can afford to pay their bill will pay and even those who cannot afford
17 their monthly household expenses often pay their utility bills, consequently forgoing other
18 necessities like food and medicine.²³

19 There is simply no evidence that higher late fees improve payment frequency. Adding
20 additional costs to bills that a customer already can't afford to pay is counterproductive and will

²¹ I&E to PWSA II-3(b).

²² Id.

²³ Coty Montag, Water/Color: A Study of Race and the Water Affordability Crisis in America's Cities, National Assoc. for the Advancement of Colored People, Legal Defense and Educational Fund, Inc, May 2019 ,at p. 28, (hereinafter "Water/Color Report") available at: https://www.naacpldf.org/wp-content/uploads/Water_Report_FULL_5_31_19_FINAL_OPT.pdf.

1 lead to increased terminations of low income and vulnerable households. Increasing late fees for
2 customers who cannot afford to pay their bills can lead to a debt spiral, further hindering the ability
3 of these customers to catch up on their bills.

4 Late fees should be compensatory, not punitive and should be reasonably related to the
5 cost incurred to PWSA due to the delay in payment. The fact that the Commission allows utilities
6 to charge fees up to 18% per annum does not mean that it is just or reasonable for PWSA to charge
7 the maximum amount without providing evidence that the increase is needed to cover costs
8 incurred by PWSA due to late payments.

9 The issue of PWSA's late fee charges is further complicated by the additional charges that
10 PWSA assesses when it perfects a lien. PWSA's lien fees are listed in their Supplemental Service
11 Conditions (outside of PWSA's Commission approved tariff) and can add on hundreds of
12 additional dollars to overdue accounts.²⁴ For example, PWSA assesses \$150 just to file a claim,
13 \$400 for filing amicable scire facias, \$225 for filing praecipe to enter judgement, notices of
14 judgment, affidavit of non-military status, and praecipe to satisfy judgement, and \$150 for
15 preparation of an installment payment agreement.²⁵ Additionally, attorney's fees for these matters
16 can add up to an additional \$185 per hour for enforcement matters.²⁶ These extra fees and costs
17 essentially function as massive late fees, penalizing families who cannot afford to pay.

18 Even more complexity is added when considering the statutory maximum allowable post
19 judgement interest rate on debts for which that PWSA perfects liens, which may be as high as
20 6%.²⁷ This additional collection mechanism is not used by most other Commission regulated

²⁴ PWSA Supplemental Service Conditions at 3-6.

²⁵ *Id.* at 5.

²⁶ *Id.* at 6.

²⁷ 41 P.S. § 202.

1 utilities, who may have higher late fees. I understand from United's counsel that this matter will
2 be addressed in briefing.

3 **Q: Do you agree with Mr. Patel that PWSA's collections performance necessitates the**
4 **implementation of additional collection devices?**

5 A: No. PWSA already has sufficient collection mechanisms at its disposal, which are beyond
6 what is available to most other regulated Pennsylvania utilities. The Authority does not need to
7 implement additional collections mechanisms, which have the potential to create additional
8 barriers to low income and vulnerable customers' ability to connect to and maintain vital water
9 service.

10 The collection tools currently utilized by PWSA should be sufficient. PWSA already
11 terminates water service and liens properties to collect debt. The combination of these capabilities
12 already exceeds the tools available to most other creditors in the state, including nearly every other
13 public utility. That is not to say that I condone the use of these practices, as both water termination
14 and municipal liens also have racially disparate impacts and detrimental impacts on low income
15 communities.²⁸ However, as these tools are already utilized by PWSA, it should not be necessary
16 to add on additional collection tools that can cause further harm to these communities.

17 **Q: Does this conclude your testimony?**

18 A: Yes.

²⁸ Water/Color Report at 5, 28, 38-39, 50.

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Implementation of Chapter 32 of the	:	Docket No.	M-2018-2640802
Public Utility Code Re Pittsburgh	:		M-2018-2640803
Water and Sewer Authority	:		

SURREBUTTAL TESTIMONY OF DANIEL G. VITEK, ESQ.

ON BEHALF OF

PITTSBURGH UNITED

February 7, 2022

PREPARED SURREBUTTAL TESTIMONY OF DANIEL G. VITEK, ESQ.

I. INTRODUCTION AND BACKGROUND

Q: Please state your name, occupation, and business address.

A: Daniel G. Vitek. I am an attorney with the Community Justice Project (CJP), a non-profit law firm dedicated to addressing systemic issues of poverty and enforcing civil rights across Pennsylvania through advocacy and litigation. My address is 100 Fifth Avenue, Pittsburgh, PA 15222.

Q: Did you previously submit testimony in this proceeding?

A: Yes. I submitted direct testimony pre-marked Pittsburgh United Statement 1 and Pittsburgh United Statement 1-R on behalf of Pittsburgh United (Pgh. United).

Q: What is the purpose of your rebuttal testimony?

A: My Surrebuttal testimony responds to the rebuttal testimony of Ms. Julie Quigley, witness for the Pittsburgh Water and Sewer Authority (PWSA).¹

I note that I do not intend my surrebuttal testimony to address every issue raised or otherwise discussed by Ms. Quigley or other witnesses in this proceeding. My lack of response to any specific recommendation or position of any witness does not necessarily indicate that I agree with their testimony. Also note that, unless required for context in providing a further response to rebuttal testimony, I will not reiterate the extensive arguments and evidence I provided in direct testimony. To the extent an argument raised by any party in rebuttal was already sufficiently addressed in direct, I do not intend to specifically respond, and instead stand firmly on the evaluation, analysis, and recommendations contained in my direct.

¹ PWSA St. 1-R.

1 Finally, as indicated in my direct testimony, there are several legal issues in this
2 proceeding, which counsel for Pittsburgh United intends to address through briefing. While I
3 identify some areas below and in my earlier testimony where legal issues arise and that counsel
4 for Pittsburgh United intends to address through briefing, I note that I have not attempted to
5 identify all potential legal issues in this case – and that counsel for Pittsburgh United may address
6 additional legal issues through briefing.

7 **Q: How is your Surrebuttal testimony organized?**

8 A: My surrebuttal testimony is focused on six primary issues: (1) the compliance tariff review
9 process; (2) PWSA’s refusal to allow tenants to become customers and its effects on tenants’ right
10 to privacy; (3) PWSA’s refusal to stop sending copies of domestic violence victims’ bills and other
11 account notices information to property owners; (4) PWSA’s process for terminating service for
12 “willful waste of water”; (5) PWSA’s refusal to take additional steps authorized by the
13 Commission to avoid termination of service to tenants whose landlords refuse lead service line
14 replacement; and (6) issues regarding PWSA’s training materials.

15 **(1) Tariff Revisions**

16 **Q: Please summarize Ms. Quigley’s rebuttal testimony regarding a potential process for**
17 **review of a compliance tariff in this proceeding.**

18 A: In its Compliance Plan filing and through Ms. Quigley’s direct testimony, PWSA
19 acknowledges that its tariff is not reflective of some of its current or proposed practices, but PWSA
20 did not provide proposed tariff language to incorporate current or proposed changes.² Instead,
21 PWSA proposed that, once there is agreement or Commission direction about what needs to be in

² PWSA St. 1 at 6-7.

1 its tariff, PWSA would propose specific tariff language reflecting those changes.³ Given the
2 complexity of the necessary tariff changes, and PWSA's failure to propose language for
3 consideration prior to or through litigation, I recommended that the Commission set forth an
4 additional process for the appropriate review of PWSA's proposed tariff revisions, including at
5 least 45 days for the parties to review and file Exceptions or comments on PWSA's proposed tariff
6 revisions.⁴

7 In rebuttal, Ms. Quigley indicated that such a review process would be warranted, but
8 recommended that the Commission provide an additional 20 day period for reply exceptions or
9 comments.⁵ She explained that this will enable PWSA and any other party to address concerns
10 raised in the initial comments to give the Commission a more complete understanding of any points
11 of disagreement to inform its final resolution.

12 **Q: What is your response to Ms. Quigley's recommendation that the Commission**
13 **provide an additional 20 day period for reply exceptions or comments?**

14 A: I am not opposed to adding an additional 20 day period for reply exceptions or comment
15 as long as all parties to this proceeding are allowed to submit reply exceptions/comments. I note
16 that if substantial issues and areas of disagreement are identified with the proposed tariff through
17 the comment/exception period, additional process and review may be warranted. Again, the 45-
18 day comment period that I recommended is the minimum timeframe that should be provided for
19 the parties to review, comment, and/or file Exceptions on PWSA's proposed compliance tariff.

³ Id.; OCA I-2, I-3.

⁴ United St. 1 at 7-8.

⁵ PWSA St. 1-R at 8-9.

1 **(2) Tenants' Ability to Subscribe to Service and Privacy**

2 **Q: Please summarize Ms. Quigley's testimony as it relates to PWSA's definition of**
3 **Applicant, Customer, Occupant and Person.**

4 A: In my direct testimony I recommended that PWSA conform its tariff and policies to the
5 statutory or regulatory definitions for Applicant, Customer, Occupant, and Person to ensure that
6 PWSA is compliant with the Public Utility Code and – in turn – that tenants are eligible to apply
7 for and receive service as PWSA customers.⁶ I pointed out that PWSA's refusal to allow tenants
8 to become a customer if they so choose – as contemplated in the Public Utility Code – raises
9 serious concerns about tenant confidentiality, debt collection, rights of uniquely vulnerable
10 consumers, and compliance with the Discontinuance of Service to Leased Premises Act.⁷ The
11 Office of Consumer Advocate also submitted direct testimony reaching similar conclusions and
12 making recommendations consistent with mine.⁸

13 In her rebuttal, Ms. Quigley argued that PWSA's current processes were adequately
14 compliant with the Commission's regulations and asserted that my analysis and recommendations
15 failed to consider how PWSA's lien process influences its handling of tenant consumers.⁹ While
16 she disagreed with my analysis, she conceded that "PWSA is not opposed to revising our current
17 definitions so long as our concerns about preserving our ability to pursue our lien process are
18 addressed."¹⁰ She further indicates that she was advised by counsel that the Commission lacks

⁶ United St. 1 at 8-27.

⁷ Id. at 17-27.

⁸ OCA St. 1 at 6-7.

⁹ PWSA St. 1-R at 15-16.

¹⁰ Id.

jurisdiction over the lien process and that the Commission's lack of jurisdiction on this matter complicates the review of PWSA's residential collections procedures.¹¹

Q: Does Ms. Quigley's concession that PWSA is willing to amend its tariff definitions of applicant, customer, occupant, and person adequate to address the concerns you raised in direct testimony?

A: No. Changing a tariff definition – without changing associated policies and practices – will not resolve the issues I identified in my direct testimony. Ms. Quigley's concession is qualified by her insistence that PWSA's lien authority is superior to its obligation to comply with the Public Utility Code. I disagree. Whether PWSA may issue liens for unpaid debts under a separate law outside the Commission's jurisdiction is irrelevant to its obligation to comply with the Public Utility Code. If PWSA wishes to continue to lien residential properties as a method of collections, it must find a way to comply with both the Public Utility Code and regulations and with its obligations under the laws related to lien collection. PWSA cannot forego compliance with the Code and regulations merely to simplify its ability to lien.

Q: What does Ms. Quigley assert that PWSA must do to protect PWSA's ability to lien rental properties?

A: Ms. Quigley indicates that she was advised by counsel that the Municipality Authorities Act requires PWSA to notify the property owner within 30 days after the first bill becomes overdue.¹² She indicates that PWSA keeps the property owner informed about its charges by sending them a copy of the monthly bill with messaging on the bill that the tenant has also received a copy.¹³ She argues that developing special notices to inform a property owner of overdue tenant

¹¹ Id.

¹² Id. at 17

¹³ Id.

1 charges would be burdensome and costly – though she provides only limited analysis of the actual
2 cost of providing notice.¹⁴ While Ms. Quigley is not an attorney, she indicates that she was advised
3 by counsel that there is no legal prohibition against sharing a tenant’s billing information with the
4 tenant’s landlord.¹⁵

5 **Q: What is your response to Ms. Quigley’s arguments in favor of providing copies of**
6 **tenant customer’s bills to their landlords?**

7 A: As I explained in my direct testimony, I do not believe it is just and reasonable or consistent
8 with the Public Utility Code and Commission policy to deprive a customer of the right to privacy
9 – regardless of whether the customer is a renter or a homeowner.¹⁶ Further, I disagree with Ms.
10 Quigley’s unsupported legal conclusion that there is no prohibition in the Public Utility Code or
11 Commission regulation or policy on a public utility’s ability to share a tenant customer’s billing
12 information with the tenant’s landlord.¹⁷ If PWSA treats tenants as customers – as the term
13 customer is defined in the Public Utility Code – it should be required to recognize and uphold that
14 customer’s right to privacy in the same manner it does for customers who own the property where
15 they subscribe to service. I understand from counsel for Pittsburgh United that the legal aspects of
16 this issue will be addressed through briefing.

17 Ms. Quigley also asserts that failing to inform the owner of the property of water consumed
18 at the property, at the time that it is consumed at the property, has a direct impact on the landlord’s
19 ability to address causes of higher than expected consumption.¹⁸ This argument could be made for
20 all utility usage information, including electric and gas usage, but I am not aware of any

¹⁴ Id. at 19-20.

¹⁵ Id. at 21.

¹⁶ United St. 1 at 25-26.

¹⁷ PWSA St. 1-R at 21.

¹⁸ Id. at 20.

1 requirements that a public utility share this information with the landlord as a matter of course.
2 Public utilities have a duty to protect customer information from disclosure to third parties.¹⁹ Now
3 that PWSA is a regulated public utility under Commission jurisdiction, it shares that duty as well.
4 PWSA's duty is to their customers – as that term is defined by the Public Utility Code²⁰ – not to
5 property owners.

6 **Q: What is your response to Ms. Quigley's assertion that developing a separate notice**
7 **for overdue tenant accounts would be too burdensome and costly?**

8 A: I disagree with Ms. Quigley's assertion that development of a separate notice for overdue
9 tenant customer accounts would be too burdensome or costly.²¹ Ms. Quigley's assertion is based
10 on the assumption that a separate monthly billing notice would need to be generated for each
11 account.²² However, she indicates elsewhere in her testimony, PWSA would only theoretically
12 need to inform a landlord of an overdue tenant account within 30 days after the account becomes
13 past due.²³ Ms. Quigley claims that providing a separate notice to property owners would cost
14 \$60,000 per year to pay a full-time employee to oversee the notice.²⁴ She does not explain why the
15 addition of a single notice would require a full-time permanent employee to oversee. While some
16 level of oversight and monitoring by an employee may be required, such oversight should not
17 require a full time permanent employee. Ms. Quigley also does not explain why the generation of
18 a landlord-tenant overdue notice could not be automated through the implementation of its new
19 SAP system.

¹⁹ 52 Pa. Code 56.11(b)(8); 56.25(5).

²⁰ 66 Pa. C.S. § 1403.

²¹ PWSA St. 1-R at 19.

²² Id.

²³ Id. at 17.

²⁴ Id. at 20.

1 I also note that if the Commission is inclined to allow PWSA to provide some form of
2 notice to landlords of a tenant-customer's bill, that notice should be limited to a written notice that
3 the tenant's bill is past due and should include only the due date and an indication that the account
4 is past-due. Usage information and other sensitive customer billing information should not be
5 disclosed.

6 **(3) Future Process for Tenant Applications**

7 **Q: Please summarize the testimony you wish to respond to regarding PWSA's proposed**
8 **future process for tenant applications.**

9 A: In my direct testimony I explained my concerns that PWSA's proposed process for tenant
10 applications was problematic because tenants may be required to accept liability for past due
11 charges at the property for which they are not legally responsible.²⁵ In her rebuttal, Ms. Quigley
12 asserts that PWSA is developing a new process for tenant applications through which any prior
13 debt at the property will be isolated – allowing PWSA to pursue collection for prior debts of the
14 property owner through the lien process without terminating service to the residence. She states
15 that, “with the implementation of the SAP billing system, PWSA will not require a new tenant to
16 agree to pay for outstanding debt at a property which he or she did not create, making the concerns
17 expressed by the parties here moot.”²⁶ She also explains that PWSA may rework its Owner/Tenant
18 Form and may potentially eliminate the Assumption Form, but that PWSA will continue to require
19 some form of written documentary proof from a tenant wishing to subscribe for service.²⁷ She
20 stops short of making any actual commitment to revise its Owner/Tenant and Assumption Forms.

²⁵ United St. 1 at 22-24.

²⁶ PWSA St. 1-R at 26-28

²⁷ Id.

1 **Q: What is your response to PWSA’s proposal?**

2 A: First, I am concerned with Ms. Quigley’s statement that “with the implementation of the
3 SAP billing system, PWSA will not require a new tenant to agree to pay for outstanding debt at a
4 property which he or she did not create, making the concerns expressed by the parties here moot.”²⁸
5 This statement infers that PWSA is currently requiring new tenants to assume liability for
6 outstanding debt at a property which they are not legally responsible, contradicting PWSA’s
7 previous assertions that they do not require tenants to pay these balances as a condition of receiving
8 services.²⁹ As I explained in my direct testimony, tenants should never be asked, *let alone required*,
9 to pay debts they did not incur as a condition of establishing water service.³⁰ This is an
10 unacceptable process that creates additional impediments to the ability of low income tenants to
11 subscribe to service.³¹ The ongoing harm caused by this policy is not moot. PWSA must
12 immediately cease this practice, and should take steps to alleviate tenants from debts of the
13 landlord or prior tenants which may have been previously assigned.³²

14 I also note that continuing to require written documentary evidence of their tenancy as a
15 condition of service creates an additional burden for a tenant seeking service that PWSA does not
16 require of other customers. It is not reasonable to assume that tenants would voluntarily request
17 service at a residence that they are not responsible for paying. Requiring burdensome paperwork
18 will allow landlords to dictate a tenant’s access to service. If the Commission were to permit
19 PWSA to require additional paperwork from tenants who wish to become a customer, it should be

²⁸ Id. at 27

²⁹ See PWSA St. 1 at 14; See also PWSA response to United I-8 (Available at United St. 1, Append. B, p. 11)

³⁰ United St. 1 at 22-24.

³¹ 52 Pa. Code 56.35 (b) (A public utility may not require, as a condition of the furnishing of residential service, payment for residential service previously furnished under an account in the name of a person other than the applicant.).

³² 52 Pa. Code § 56.35.

no more than is required for non-customers to prove tenancy under DSLPA, which states: “[R]easonable identification’ shall include, but not be limited to, a driver’s license, photo identification, medical assistance or food stamp identification or any similar document issued by any public agency which contains the name and address of the tenant.”³³

(4) Protection for Domestic Violence Victims

Q: Please summarize Ms. Quigley’s testimony as it relates to your recommendations to protect victims of domestic violence from disclosure of account information.

A: In my direct testimony I pointed out that PWSA’s proposal to continue its policy of sending property owners a copy of tenant customers’ bills and account notices poses potential danger to victims of domestic violence where the property owner is the abuser and has been removed from the home via a Protection from Abuse Order (PFA) or other court order.³⁴

In rebuttal, Ms. Quigley asserts that in the nearly four years since PWSA has come under Commission jurisdiction, the authority does not have any record of a situation in which PWSA has sent a bill to a property owner at a different address, who was identified as an abuser.³⁵ She indicates that she is “advised by counsel that the Commission has not directed water or wastewater utilities to prevent access to a victim’s water usage information.”³⁶

She proposed that:

PWSA will continue to work with customers who present appropriate documents to establish that they are victims of domestic violence and, as may be appropriate on a case by-case basis, will reassess whether or not a bill should be sent to the abuser/property owner in the event he or she moves from the property and so requests.

³³ 66 Pa. C.S. §1527(b).

³⁴ United St. 1 at 40.

³⁵ PWSA St. 1-R at 22-23.

³⁶ Id.

1 **Q: Do you support PWSA’s proposal to determine on a case-by-case basis whether it will**
2 **send copies of a domestic violence victim’s bill to a property owner/named abuser?**

3 A: No, I do not. To clarify, the concern voiced in my direct testimony about sharing sensitive
4 account information about a victim of domestic violence with a property owner or landlord is not
5 limited to circumstances where the abuser is the property owner. That is just one example of the
6 potential harm from sharing a domestic violence victim’s information without their consent. A
7 domestic violence victim could potentially be put in danger anytime their information is shared
8 with any third party. These concerns could arise if the property owner is a family member or friend
9 of the abuser, who may then share compromising information about the victim with the abuser.
10 All victims of domestic violence should be protected from disclosure of their information.

11 PWSA’s employees should not – under any circumstances – be tasked with determining
12 the validity of a victim’s confidentiality concerns on a case by case basis, nor should they be
13 empowered to make any decisions that could place a victim of domestic violence at risk of harm.

14 **Q: How do you respond to Ms. Quigley’s assertion that PWSA has “no record” of**
15 **sending billing or account information for a victim of domestic violence to a property owner**
16 **/ abuser?**

17 A: The fact that PWSA has not identified any instances where this has occurred in the past
18 does not mean that the situation has not occurred, does not currently exist in its territory, or will
19 not arise in the future. PWSA likely has not identified this situation is because PWSA does not
20 regularly inquire whether applicants are victims of domestic violence at the time they apply for
21 service. In fact, PWSA does not currently allow any non- owners to apply for service.

22 There are thousands of victims of domestic violence in PWSA’s service territory that are
23 entitled to enhanced consumer protections because they have a Protection from Abuse Order or

1 some other court order is in place which contains clear evidence of domestic violence.³⁷ Since
2 PWSA came under the jurisdiction of the PUC, there were over 9,558 Protection from Abuse
3 Orders were approved in Allegheny county - a rate of over 3,000 per year.³⁸ These figures do not
4 include 2021 and do not include any of the other court orders that entitle victims of domestic
5 violence to enhanced consumer protections – such as criminal protection orders, charging orders,
6 and other orders evidencing domestic violence during these years.

7 I note that four years is not a long time relative to the history of PWSA and the fact that
8 PWSA has not encountered this situation in the past four years does not mean that it will not
9 encounter this situation in the future. It only takes one instance of exposing a victim's private
10 information to put that victim's life at risk. PWSA must take special precautions to shield the
11 private information of victims which could be used by the abuser to further control, stalk, or harass
12 the victim.

13 **Q: What is your response to Ms. Quigley's assertion that she has been "advised by**
14 **counsel that the Commission has not directed water or wastewater utilities to prevent access**
15 **to a victim's water usage information"?**

16 A: The lack of direction from the Commission on this issue is likely because there usually is
17 no need to direct utilities to not release customer information to a non-customer. It is standard
18 practice for all public utilities to protect customer information from unauthorized disclosure to a
19 third party and to prevent access to customer account records without the customer's permission.³⁹
20 It should not take an explicit order from the Commission for PWSA to understand the

³⁷ 66 Pa. C.S. § 1417.

³⁸ (In 2020, 3180 PFAs were granted; in 2019, 3116 PFAs were granted; in 2018, 3262 PFAs were granted.). See Unified Judicial System of Pennsylvania: Protection From Abuse Caseload, available at: <https://www.pacourts.us/news-and-statistics/research-and-statistics/dashboard-table-of-contents/protection-from-abuse>.

³⁹ 52 Pa. Code 56.11(b)(8), 56.25(5), 56.261(8), 56.275(5).

consequences of sharing information related to a domestic violence victim with their abuser or other third party - and the dangers that sharing such information could pose to the victim.

(5) Willful Waste of Water Notices

Q: Please summarize the testimony about willful waste of water notices to which you wish to respond.

A: In my direct testimony I pointed out that when PWSA terminates water service to a tenant household due to ‘willful or negligent’ waste of water, it only provides a 10-day notice to the landlord.⁴⁰ I recommended that PWSA post the 10-day notice at the residence because the tenant may not know about the leak if the bill is going to the landlord and may be in a position to remediate if it is a leaking toilet or other matter that can be simply addressed.⁴¹

In rebuttal, Ms. Quigley explains that PWSA posts a 3-day notice at the property prior to termination, which she suggests is adequate notice to tenants of a pending termination for ‘willful or negligent’ waste of water. She explains that termination for ‘willful or negligent’ waste of water usually involves a leak outside of the property, which would not be reflected on the meter and would require substantial repairs.⁴²

Q: What is your response to Ms. Quigley’s additional explanation about the willful waste of water termination process?

A: I appreciate the additional clarity that Ms. Quigley provides in her response. However, I still recommend that tenants be provided the 10-day notice so that they have adequate time to make alternate living arrangements if the leak is not remediated by the property owner in time to prevent

⁴⁰ United St. 1 at 45-46.

⁴¹ Id.

⁴² PWSA St. 1-R at 33.

1 the imminent loss of service. Again, providing advance notice to tenants could help facilitate the
2 repair and would provide critical time for the tenant to pursue legal action against the property
3 owner if they don't make necessary repairs.

4 **(6) Partial Lead Line Tenant Terminations**

5 **Q: Please summarize the testimony to which you wish to respond regarding tenant**
6 **terminations due to partial lead line replacements.**

7 A: In my direct testimony, I explained that the Commission directed PWSA to incorporate
8 tariff language providing PWSA step-in rights to provide a free private side lead service line
9 replacement in situations where tenants faced termination of water service due to a partial LSL
10 replacement.⁴³ I further explained that PWSA had adopted such tariff language but that it only
11 allowed PWSA to perform the replacement where the landlord was unresponsive - and not where
12 the landlord refused to perform the replacement.⁴⁴ I recommended that PWSA amend its tariff
13 language to reflect the language cited by the Commission in its Final Lead Termination Order,
14 which would allow PWSA to make the replacement if “the condition of a customer service line
15 be such that there is a risk to public health or safety or of damage to public property, and the
16 property Owner fails to take prompt action to cure the problem following notice to do so.”⁴⁵

17 In rebuttal, Ms. Quigley states that the Commission did not specifically order PWSA to
18 adopt the language that it quoted in its Final Lead Termination Order and that the Commission
19 only referenced that as an example of language that PWSA could incorporate.⁴⁶ She indicates that
20 PWSA is not willing to replace private service lines where a landlord refuses due to concerns about

⁴³ United St. 1 at 41-43.

⁴⁴ Id.

⁴⁵ United St. 1 at 42 (citing Stage 1 Final Order on Lead Terminations (Feb 4, 2021)).

⁴⁶ PWSA St. 1-R at 47.

1 the security of workers and the time and costs involved in dealing with disputes from the
2 landlord.⁴⁷

3 **Q: What is your response to PWSA's refusal to amend its tariff to allow it to perform**
4 **private side LSLs where they landlord refusal puts the tenants at risk of termination?**

5 A: I stand by my recommendation. PWSA should not allow landlords to force the PWSA to
6 terminate service to tenants in these situations. Even in the context of protecting tenants from lead
7 exposure, termination of water service jeopardizes the health and safety of tenants. As described
8 in the Final Lead Termination Order, the Commission has indicated that PWSA has the authority
9 to make the necessary changes to its tariff to protect tenants in these situations. The potential risk
10 to workers that Ms. Quigley references is speculative, whereas the harm to the tenants due to
11 termination of water service is certain, immediate, and serious.

12 Regarding the time and costs involved in potential legal disputes filed by homeowners, I
13 note that PWSA should not shift the sole burden of legal action against the landlord onto tenants
14 who most often lack the resources to pursue relief in the courts. If PWSA continues to refuse to
15 adopt the necessary tariff language to perform the LSL in this situation, the authority should – at
16 a bare minimum - develop a process for referring tenants to legal aid and allowing them adequate
17 time to file an emergency action requiring the landlord to authorize the replacement.

⁴⁷ Id.

1 **(7) Training Materials**

2 **Q: Please summarize the testimony you wish to respond to regarding PWSA’s training**
3 **materials.**

4 A: In my direct testimony, I identified that some of PWSA’s training materials did not indicate
5 that customers who submitted medical certificates are eligible for additional renewals if they
6 continue to pay their current charges.⁴⁸ In rebuttal, Ms. Quigley states that “Not every single
7 compliance requirement is set forth in our training materials, and I am unaware of any such
8 Commission requirement that it be included.”⁴⁹

9 **Q: What is your response to Ms. Quigley’s statement that Not every single compliance**
10 **requirement is set forth in PWSA’s training materials?**

11 A: I acknowledge that not every point of compliance can be included in training materials;
12 however, the issue of compliance with the allowance of additional medical certificate renewals
13 when customers pay their current charges is one of particular importance to ensure medically
14 vulnerable households can maintain water and sanitation services to their home. Issues with
15 PWSA’s medical certificate processes were initially raised in PWSA’s 2018 rate case.⁵⁰ This issue
16 is one of the more complicated points of compliance and requires careful and detailed training to
17 assure compliance. Information should be in writing in a document that employees can refer to
18 when such complex situations arise. I continue to recommend that PWSA’s training materials be
19 submitted for review to ensure that PWSA’s employees receive accurate and detailed information
20 about critical policies and procedures.

⁴⁸ United St. 1 at 33.

⁴⁹ PWSA St. 1-R at 51-52.

⁵⁰ See Pa PUC v PWSA, R-2018-3002645, R-2018-3002647, Joint Petition for Settlement at ¶ 7.

1 **Q:** **Does this conclude your surrebuttal testimony?**

2 **A:** Yes.