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September 30, 2019

**Via Electronic Filing**

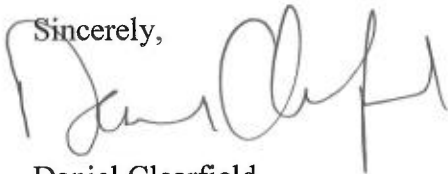
Rosemary Chiavetta, Secretary  
PA Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

Re: William Towne v. The Pittsburgh Water and Sewer Authority  
Docket No. C-2019-3008437

Dear Secretary Chiavetta:

Enclosed for electronic filing please find the Pittsburgh Water and Sewer Authority's ("PWSA") Answer to the Motion to Compel Responses to Interrogatories and Requests for Production of Documents with regard to the above-referenced matter. Copies to be served in accordance with the attached Certificate of Service.

Sincerely,



Daniel Clearfield

DC/lww  
Enclosure

cc: Hon. Mark A.Hoyer, w/enc.  
Cert. of Service w/enc.

**CERTIFICATE OF SERVICE**

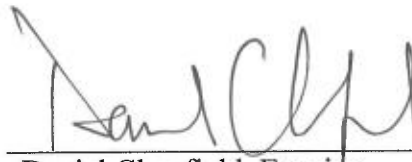
I hereby certify that this day I served a copy of the foregoing **Answer to the Motion to Compel Responses to Interrogatories and Requests for Production of Documents** upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

**Via Email and/or First Class Mail**

William Towne  
4243 Glen Lytle Rd  
Pittsburgh, PA 15217  
[Firstpeterfourten@gmail.com](mailto:Firstpeterfourten@gmail.com)

Hon. Mark Hoyer  
Administrative Law Judge  
PA Public Utility Commission  
Piatt Place, Suite 220  
301 Fifth Avenue  
Pittsburgh, PA 15222  
[mhoyer@pa.gov](mailto:mhoyer@pa.gov)

Date: September 30, 2019



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Daniel Clearfield, Esquire  
Attorneys for  
The Pittsburgh Water and Sewer Authority

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

William Towne,	:	
	Complainant	Docket No. C-2019-3008437
	:	
v.	:	
	:	
The Pittsburgh Water and Sewer	:	
Authority,	:	
	Respondent	

**PITTSBURGH WATER AND SEWER AUTHORITY'S  
ANSWER TO THE MOTION TO COMPEL RESPONSES TO  
INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS**

Pursuant to 52 Pa. Code § 5.342(g)(1), the Pittsburgh Water and Sewer Authority (“PWSA” or “Authority”) submits this Answer in Opposition to the Motion to Compel Responses to Interrogatories and Request for Production of Documents (“Motion”) filed by William Towne (“Towne” or “Complainant”).<sup>1</sup>

**I. COMPLAINANT’S MOTION SHOULD BE DENIED**

The issue in this proceeding, based upon the averments contained in the Complaint, is whether PWSA violated the Public Utility Code, Commission regulations or any orders of the Commission.

In proceedings before the Commission, “a party may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action.”<sup>2</sup> Although the law does not furnish an absolute test of relevancy, the Pennsylvania Supreme Court follows a two-part analysis for determining relevance. It is not ground for objection that the

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<sup>1</sup> The Second Interim Order Continuing Hearing provides, in part, that PWSA may file an answer to any motion to compel filed on or before September 30, 2019. Second Interim Order Continuing Hearing (dated September 5, 2019), at Ordering Paragraph 3.

<sup>2</sup> 52 Pa. Code § 5.321(c).

information sought will be inadmissible at hearing if the information sought appears reasonably calculated to lead to the discovery of admissible evidence.<sup>3</sup>

Additionally, Section 5.361 of the Commission's regulations limits the scope of discovery.<sup>4</sup>

Discovery or deposition is not permitted which:

- (1) Is sought in bad faith.
- (2) Would cause unreasonable annoyance, embarrassment, oppression, burden or expense to the deponent, a person or party.
- (3) Relates to matter which is privileged.
- (4) Would require the making of an unreasonable investigation by the deponent, a participant or witness.

Importantly, in ruling on the Authority's Preliminary Objections, Deputy Chief Administrative Law Judge Mark A. Hoyer ("ALJ Hoyer" or "Judge Hoyer") removed all issues regarding other PWSA customers from Mr. Towne's Complaint.<sup>5</sup> Judge Hoyer's ruling thus limits the focus of this proceeding to a Complainant's single inadvertent telephone call made by PWSA, and not to any other customers or circumstances. Despite PWSA's repeated attempts to resolve this matter with the Complainant, the Complainant continues to seek relief to which he is not entitled in response to this single mistaken phone call that he received and which the Authority immediately corrected.

Here, Towne served Interrogatories (Set 1, Nos. 1 to 6) and Requests for Production (Set 1, Nos. 1 to 10) upon PWSA.<sup>6</sup> PWSA filed Objections to certain Interrogatories and Requests

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<sup>3</sup> *Id.*

<sup>4</sup> 52 Pa. Code § 5.361(a).

<sup>5</sup> *See Towne v. PWSA*, PUC Docket No. C-2019-3008437, Interim Order Granting Objections in Part and Denying Preliminary Objections in Part, 4 (May 8, 2019) ("PWSA's preliminary objection is sustained to the extent the complaint seeks recovery for claims on behalf of other customers. An individual complainant cannot represent another customer or assert claims on behalf of other customers.").

<sup>6</sup> *See* Attachment 1.

for Production on July 1, 2019.<sup>7</sup> Specifically, PWSA objected to Interrogatories Nos. 4, 5 and 6 and Requests for Production of Documents Nos. 1, 2, 3, 4, 5, 6 and 7. PWSA filed responses to the remaining Interrogatories and Requests for Production on July 11, 2019. In doing so, PWSA filed a response (without waiver of its objection) to Interrogatory 6.<sup>8</sup>

On September 13, 2019, Towne filed the subject Motion. In his Motion, Towne challenges each of PWSA's objections and, in addition, seeks to compel supplemental responses to Interrogatory No. 3 and Request for Production No. 8 (which were responded to<sup>9</sup> and not subject to Objections).

The Motion does not assert that the Complainant needs the requested information to prepare its case in this matter. Rather, the Complainant seeks to use the Interrogatories and Requests for Production raised in Complainant's Motion to investigate items that are not related to the matters at issue in this proceeding or likely to lead to admissible evidence. These Interrogatories have nothing to do with the issues identified in Judge Hoyer's Order of May 8, 2019, namely, the single mistaken call. It is clear through the Complainant's discovery requests that he continues to attempt to turn this proceeding into something that it is not, *i.e.*, one involving an investigation of PWSA's telephone calling procedures as it affects all customers. The Commission should not permit this.

The Authority responds below to Mr. Towne's Motion as it applies to each Interrogatory and Request for Production of Document that the Complainant identified in his Motion.

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<sup>7</sup> See Attachment 2.

<sup>8</sup> See Attachment 3.

<sup>9</sup> See Attachment 3.

## 1. Interrogatory 3 and Request for Production 8

PWSA responded to Interrogatory 3,<sup>10</sup> which asks the Authority to identify all individuals who have knowledge of information related to the action, or those who the Authority may call as an expert witness in the case, and to provide certain information in connection with those individuals.

Despite the Complainant's inaccurate allegation to the contrary, the Authority responded to this Interrogatory in full. PWSA identifies Julie Quigley as a potential expert; provides her contact information; and attaches correspondence between Ms. Quigley and Mr. Towne, including detailed correspondence regarding (a) the remedial steps PWSA has taken to prevent another mistaken call, and (b) numerous attempts to resolve this matter with the Complainant.

Importantly, relevant documents were provided along with the response to Interrogatory 3.<sup>11</sup> However, the Complainant claims that additional documents should be provided in response to Request for Production 8,<sup>12</sup> which generally seeks documents, not already attached, which are identified or referenced in any of PWSA responses to interrogatories.

The Complainant's dissatisfaction with the responses to Interrogatory 3 and Request for Production 8 stems from the PWSA's statement regarding the access to customer records that are kept in the course of doing business.<sup>13</sup> These records contain sensitive proprietary information about PWSA's other customers and are therefore privileged. Because this Interrogatory requests customer records, it is also seeking proprietary, non-public, and/or confidential information not

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<sup>10</sup> See Attachment 3.

<sup>11</sup> See Attachment 3.

<sup>12</sup> Towne Motion at 1-2.

<sup>13</sup> Towne Motion at 1-2.

subject to disclosure. PWSA should be violating Commission regulations if it turned over these data.

## 2. Interrogatory 4

PWSA objected to Interrogatory 4,<sup>14</sup> which asks PWSA to identify the number of customers who received the single mistake call, which was immediately corrected by a subsequent call.

As discussed above, Judge Hoyer granted the Authority's preliminary objection limiting the scope of this proceeding to the single mistake recorded call that the Complainant received. Discovery in this case is therefore restricted to the single inadvertent call. The information sought in this Interrogatory is not relevant to this proceeding because its sole aim is to gather information related to *other* PWSA customers. Such a request is therefore irrelevant and not reasonably calculated to lead to the discovery of admissible information in this proceeding.<sup>15</sup>

In his Motion, the Complainant claims that "knowing the number of customers affected by this issue can help the PUC determine the scale of this problem with the public utility service, taking actions that are proportional rather than disproportional."<sup>16</sup> The PUC, however, is already aware of the "scale of this problem," as the PWSA has been transparent and disclosed early on the number of customers who received the inadvertent single phone call. Moreover, the Interrogatory asks for the *identity* of customers. Requesting the identity of all customers who received the single inadvertent phone call, which as discussed has already been determined to be outside the scope of this proceeding, does nothing to determine the "scale of the problem."

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<sup>14</sup> See Attachment 2.

<sup>15</sup> 52 Pa. Code § 5.321(c).

<sup>16</sup> Towne Motion at 2.

The Complainant continues to advocate beyond his own circumstances. Mr. Towne is attempting to advocate on behalf of other customer and/or the public interest.<sup>17</sup> Mr. Towne has no standing – or expertise – to investigate these broader claims. He is neither representing the Commission, the Office of Consumer Advocate, nor any other entity that would have the legal standing to investigate claims on behalf of the public. The PUC’s Bureau of Consumer Services is fully aware of PWSA’s error and if it concludes that an investigation is warranted it is fully capable of requesting the Bureau of Investigation and Enforcement to initiate such a review. It has not done so. Rather than permit such broad and inappropriate inquiries, the scope of permissible discovery should be narrowed consistent with the Complainant’s circumstances.

Mr. Towne vaguely argues that he is entitled to seek information related to PWSA’s planned defenses.<sup>18</sup> Specifically, he seeks information related to the corrective actions (taken to prevent a future similar occurrence) and the extension of customer service hours. Since such actions were taken after the calls were made, those action would neither prove nor disprove the adequacy of service as to Mr. Towne — which is the only issue in this proceeding.

Finally, because this Interrogatory requests current and former customer names, it is seeking proprietary, non-public, and/or confidential information not subject to disclosure. Requesting information of other PWSA customers is outside of the scope of this proceeding and contravenes Judge Hoyer’s ruling. The Complainant is not entitled to customer information except for his own.

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<sup>17</sup> Towne Motion at 2 (regarding his desire to “help the PUC” and having the PUC take “proportional actions” to require “investment” that regarding the adequacy of service.)

<sup>18</sup> Towne Motion at 2, 3.

### 3. Interrogatory 5

PWSA objected to Interrogatory 5,<sup>19</sup> which seeks information regarding the number of customers who legitimately should have received the pending termination of service call that was inadvertently placed to the Complainant and then immediately corrected by a subsequent call.

As discussed in PWSA's Objections, this request is irrelevant for two reasons. First, it seeks information regarding customers who did not timely pay for their PWSA services and therefore potentially faced termination of their services. These circumstances are distinct from those alleged by the Complainant and would not demonstrate a violation by PWSA. Second, it seeks information that has no relationship to the sole issue here: the single mistake call that the Complainant received which the Authority promptly corrected by a subsequent call. Customers whose service may be at risk of shutoff is an issue solely between PWSA and the affected customer, issues which are outside the scope of this proceeding. As discussed above, the Presiding Administrative Judge foreclosed the impermissible probe into the activities of other PWSA customers.

In his Motion, the Complainant asserts that Interrogatory 5 relates to the scale of this problem.<sup>20</sup> PWSA, therefore, incorporates its above response regarding Interrogatory 4.

### 4. Interrogatory 6

PWSA objected to Interrogatory 6,<sup>21</sup> which asks the steps PWSA has taken to prevent recurrence of the inaccurate single phone call at issue. Notwithstanding these objections, and

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<sup>19</sup> See Attachment 2.

<sup>20</sup> Motion at 3.

<sup>21</sup> See Attachment 2.

without waiver thereof, in an effort to be cooperative, PWSA is providing information in response to this Interrogatory as it applies to the single inadvertent call placed to Mr. Towne.<sup>22</sup>

PWSA's response described in detail the measures it has taken to prevent another inadvertent call to customers.<sup>23</sup> First, PWSA stated that its vendor supplying the system issuing outbound calls removed the option to call all PWSA customers. Second, PWSA agreed to send the calls live rather than schedule them. Finally, PWSA stated that its outbound call messages to the customer are now recorded by Ms. Julie Quigley rather than translated from text to speech. The Authority discussed these corrective measures at length with the Complainant during e-mail exchanges, and re-produced in an Attachment to PWSA's Response to Interrogatory 3.<sup>24</sup>

PWSA is therefore perplexed by Complainant's suggestion that, with this information, parts of the Complaint could be resolved,<sup>25</sup> as the Complainant has now possessed this information for months.<sup>26</sup>

### **5. Requests for Production 1, 2 and 3**

PWSA objected to Requests for Production 1 to 3,<sup>27</sup> which seek the names and contact information for other PWSA customers.

These requests invariably require producing records of other PWSA customers. As discussed above, Judge Hoyer granted the Authority's preliminary objection limiting the scope

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<sup>22</sup> See Attachment 3.

<sup>23</sup> See PWSA's Responses to the Interrogatories and Requests for Production of Documents from the Complainant, William Towne (July 11, 2019).

<sup>24</sup> See Attachment 3, regarding the Letter from Julie Quigley to William Towne (June 10, 2019) (discussing the measures PWSA agreed to implement to prevent recurrence of a call similar to the single inadvertent call at issue).

<sup>25</sup> Motion at 3.

<sup>26</sup> See Attachment 3.

<sup>27</sup> See Attachment 2.

of this proceeding to the single mistake call that the Complainant received and that the Authority promptly corrected. Therefore, discovery in this proceeding is restricted to the single inadvertent call that the Complainant received. The information sought in this Interrogatory is not relevant to this proceeding because its sole aim is to gather information related to *other* PWSA customers. Such a request is therefore irrelevant and not reasonably calculated to lead to the discovery of admissible information.<sup>28</sup>

In his Motion, Towne states his desire to contact other PWSA customers.<sup>29</sup> By doing so, Towne seeks to “identify witnesses who could testify” about calls received (or not received) by PWSA.<sup>30</sup> The testimony of other PWSA customers is irrelevant to Mr. Towne’s complaint as it would neither prove nor disprove the receipt of calls by Mr. Towne — which is the sole focus of in this proceeding.

Moreover, as discussed in PWSA’s Objections, Requests for Production 1 to 3 seek the release of information regarding customer names, addresses, and telephone numbers. This information is proprietary, non-public, and/or confidential. Even if the scope of this proceeding encompassed customers other than the Complainant, which it does not, the release of this information is impermissible.<sup>31</sup>

## **6. Requests for Production 4, 5, 6 and 7**

PWSA objected to Requests for Production 4 to 7,<sup>32</sup> which seek documents related to the outbound call system; copies of the initial mistake and subsequent correction calls; any internal

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<sup>28</sup> 52 Pa. Code § 5.321(c).

<sup>29</sup> Motion at 4.

<sup>30</sup> Motion at 4.

<sup>31</sup> 52 Pa. Code § 5.361(a)(3).

<sup>32</sup> *See* Attachment 2.

reports regarding the initial mistake call; and any internal e-mails regarding the initial mistake call.

Towne already has in his possession a recording of the initial call to him by PWSA.<sup>33</sup> In addition, consistent with Request for Production 10 and the Prehearing Order,<sup>34</sup> PWSA provided (as its proposed hearing exhibits) scripts of the initial mistake and subsequent correction calls to Towne.

In his Motion, Complainant says more information and documentation is needed so that he can confirm that PWSA's took the corrective actions described in Interrogatory 6.<sup>35</sup>

As explained in PWSA's Objections, this request seeks information that is not relevant to the scope of the proceeding as determined by Judge Hoyer: namely, the single incorrect call placed to Complainant. These requested documents are irrelevant to this proceeding and amount to nothing more than a fishing expedition, as they would invariably involve documents regarding calls not at issue here. In addition, it is likely that the information requested includes confidential and proprietary information regarding other PWSA customers. Discovery of these items are highly irrelevant to the proceeding here, which is limited to the single incorrect call the Complainant received.

Moreover, contrary to Complainant's position that it is "under dispute" whether the single mistake call placed to Complainant was promptly remedied, PWSA has repeatedly demonstrated to the Complainant the remedial steps PWSA has taken to prevent the recurrence of another mistake call. PWSA has explained the steps it took to eliminate the ability of its system to allow this error to reoccur, and will testify to those steps at the hearing. Requiring that

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<sup>33</sup> See Towne's Proposed Exhibits for the Sept. 4th Hearing.

<sup>34</sup> <http://www.puc.state.pa.us/pdocs/1623394.docx>.

<sup>35</sup> Motion at 3.

PWSA “prove” to an untrained lay consumer that it has taken sufficient steps to correct this system error would be burdensome and oppressive and therefore barred under 52 Pa. Code § 5.361. The Complainant is mistaken that the purpose of discovery is to allow him unfettered access to any document of his choosing. There are clear restrictions to the use of discovery, and especially so in this case, where the issue has been limited to one single telephone call and responses would cause PWSA (and its ratepayers) unnecessary cost and expense. The Complainant should be disallowed from continuing on his indiscriminate fishing expedition against a party who took immediate steps to correct the single mistake telephone call.

## **II. OFFICE OF OPEN RECORDS PROCEEDING IS UNRELATED TO THIS MATTER**

Finally, the Complainant mentions in passing that PWSA has “failed to comply with [Pennsylvania’s Right-to-Know Law]” because the “Office of Open Records has . . . ordered the PWSA to provide records”<sup>36</sup> in response to the Complainant’s request for certain documents related to this case.<sup>37</sup> This statement is another inaccurate statement from the Complainant, as the Office of Open Records granted in part, denied in part, and dismissed as moot in part the Complainant’s motion in that separate proceeding. The Authority has and will continue to comply with the Office of Open Records’ Final Determination.

In any event, the proceeding before the Office of Open Records and the one currently before the Commission are completely distinct matters. The scope of matters available under the Right-to-Know law does not necessarily correspond to a party’s ability to obtain documents via

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<sup>36</sup> Towne Motion at 5.

<sup>37</sup> Towne’s Right-to-Know request seeks items that are either the same or substantially the same as Request for Production Nos. 4 to 7. *See Towne v. Pittsburgh Water and Sewer Authority*, Office of Open Records Docket No. AP 2019-1123, Final Determination filed August 14, 2019. That Final Determination is available at: <https://www.openrecords.pa.gov/Appeals/FinalDetRecord.cfm?docket=2019-1123>

discovery in a proceeding before the PUC. As such, the Commission must disregard the proceedings not directly before it as it lacks jurisdiction to consider matters before the Office of Open Records.

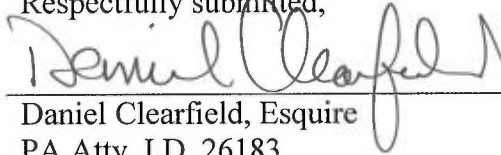
**III. CONCLUSION**

If permitted, the Complainant's discovery embodied in his discovery requests would dramatically increase the scope and scale of this proceeding. Through his requests, the Complainant repeatedly balks Judge Hoyer's order in an attempt to make this proceeding something it is not; namely, one involving calls other than the single mistake call that the Complainant received and which the Authority promptly corrected.

PWSA asks the Commission to deny the Complainant's Motion.

WHEREFORE, the Authority respectfully requests that Complainant's Motion be DENIED.

Respectfully submitted,



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Date: September 30, 2019

Attorneys for  
The Pittsburgh Water and Sewer Authority

## Verification

I, Carl R. Shultz state that I am an Attorney of Record for The Pittsburgh Water and Sewer Authority (“PWSA”) and that as such I am authorized to make this verification on its behalf. I hereby state that the facts contained in the foregoing **Motion** are true and correct (or 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.



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Carl R. Shultz, Esquire  
Attorney for  
The Pittsburgh Water and Sewer Authority

## Attachment 1

Interrogatories (Set 1) and  
Requests for Production of Documents (Set 1)  
From Towne to PWSA

**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

WILLIAM TOWNE,

Complainant,

v.

PITTSBURGH WATER AND SEWER  
AUTHORITY (PWSA),

Respondent.

Docket No. C-2019-3008437

**INTERROGATORIES AND  
REQUEST FOR PRODUCTION OF  
DOCUMENTS**

**FILED ON BEHALF OF  
COMPLAINANT:  
WILLIAM TOWNE**

**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

WILLIAM TOWNE,

Complainant,

v.

PITTSBURGH WATER AND SEWER  
AUTHORITY (PWSA),

Respondent.

Docket No. C-2019-3008437

**INTERROGATORIES AND  
REQUEST FOR PRODUCTION OF  
DOCUMENTS**

FILED ON BEHALF OF  
COMPLAINANT:  
WILLIAM TOWNE

**INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS**

Complainant, William Towne, pursuant to 52 Pa. Code § 5.331(a) *et seq.*, having first attempted less formal information requests as encouraged by 52 Pa.Code § 5.322, submits the following First Set of Interrogatories and First Request for Production of Documents Directed to the Pittsburgh Water and Sewer Authority (“Discovery Requests”). Full, complete, and Verified answers to these Discovery Requests all requested documents shall be served within twenty (20) calendar days from the date of service hereof.

To the extent that data is stored in electronic format, e.g. in spreadsheets, responses providing an electronic data format readable by a computer running only Microsoft Windows and Office (not requiring other specialty software) are requested. To the extent that the requested information is claimed to be unduly burdensome, physical access to the machine(s) on which the data is stored for inspection and copying is requested, pursuant to PA laws relating to discovery.

## DEFINITIONS

1. “**Action**” shall mean the above-captioned case at Docket No. C-2019-3008437.
2. “**Address**” shall mean the street number, street name, city, state or province, country (if other than the United States of America) and the zip code or other mailing code provided by a customer for the purposes of billing and similar correspondence with PWSA.
3. “**And**” shall mean “or” and vice versa, and both terms shall be construed either disjunctively or conjunctively to bring within the scope of the Discovery Requests any information that might otherwise be construed to be outside its scope.
4. “**Any**” shall mean “all” and vice versa.
5. “**Communication**” shall mean any act or instance whereby messages, facts, opinions, data or other information is transmitted orally, visually, in writing, electronically or by any other means or media from one or more persons to one or more other persons.
6. “**Date**” shall mean the day of the month, the month, and the year. If only the approximate date is known or available, please state the approximate date indicating that it is an approximation only.
7. “**PWSA,**” “**Respondent,**” “**You,**” “**your,**” or “**yours**” shall mean the Pittsburgh Water and Sewer Authority, together with past, present and future agents, attorneys, accountants, consultants, contractors, representatives, trustees and beneficiaries of same, and all other persons acting or purporting to act on behalf of same for any purpose whatsoever.
8. “**Document**” is an all-inclusive term used in its broadest sense and is to include any medium upon which intelligence or information can be recorded or retrieved, and includes, without limitation, the following, whether printed, recorded, filmed or

reproduced by any mechanical process or written or produced by hand, and whether an original, master or copy, and whether or not claimed to be privileged from discovery, namely: worksheets and other work papers, agreements, books, records, letters, accounts, notes, summaries, forecasts, appraisals, surveys, estimates, tabulations, diaries, desk calendars, reports, communications (including intra-agency communications), correspondence, cablegrams, radiograms, facsimiles, printed electronic mail messages, Internet "chat room" comments, information stored upon or retrieved from the Internet, UseNet posts, telegrams, telexes, memoranda (including intra-company memoranda), notes and records of telephone conversations (including telephone message slips), notes and records of meetings and conferences, notes in reference to personal conversations or interviews, ledgers, invoices, contracts, notices, drafts of any document, accountants' work papers, blueprints, tables, tables, indices, reports or summaries of interviews, reports or summaries of investigations, opinions or reports of consultants, reports or summaries of negotiations, opinion letters, press releases, newsletters, checks (front and back), check stubs or receipts, bank statements, credit card reconciliation statements, brochures, business records, tax returns, charts, plans, specifications, schedules, diaries, computer printouts, computer stored data, computer tapes or computer disks, electronically stored information, microfilm, microfiche, photographs, slides, negatives, motion pictures, video recordings, tape or other voice recordings and transcriptions thereof, data compilations from and which information can be obtained or translated, and any other information contained on paper, in writing, or in any other physical form in the actual or constructive possession, custody or control of Respondent.

9. “Employee,” “agent,” “consultant,” “representative” or “contractor” shall mean any person serving, acting, or being in such capacity at a relevant time even if such person is no longer acting in that capacity.
10. “His” shall mean “her” and vice versa.
11. “Identify,” when referring to a person or persons, shall mean to state the current name, address and telephone number of the person about whom the information is sought. Please state the name of the individual’s present or last known employer, his office or title, his job description and the nature and dates of affiliation with any party to this litigation.
12. “Identify,” when referring to a document, shall mean to provide, as to each such document, the following information:
  - a. its date;
  - b. its title, if it has one; all identifying numbers, if any; all other identifying or categorizing descriptions; and a brief description of it (such as letter, memoranda, manuscript, notes, etc.);
  - c. its subject matter;
  - d. the name, title and address of each person who wrote, signed, initialed, dictated or otherwise participated in the creation of the document;
  - e. the name, title and address of each addressee, and of each other person receiving a copy of it;
  - f. its present location, and the name and address of its present custodian;
  - g. if the document is not an original, the name and address of the custodian of the original; and

h. any other designation necessary to sufficiently identify the document so that a copy of it may be ordered or obtained from its custodian.

13. “**Includes**” shall be read as “includes, but not limited to.”

14. “**Person**” shall mean any natural person, firm, association, partnership, joint stock company, unincorporated association or society, proprietorship, corporation, division, subsidiary, parent corporation, legal entity, governmental entity or agency, or administrative entity or agency.

15. “**Possession, custody or control**” shall include the joint or several possession, custody or control not only by the person to whom this request is addressed, but also the joint or several possession, custody or control by each or any other person acting or purporting to act on behalf of such person, whether an agent, employee, officer, director, partner, principal, attorney, accountant, consultant, investigator, representative, trustee, beneficiary, sponsor, spokesperson, or otherwise.

16. A request for information “**relating to**” (and/or any form thereof), “**concerning**” (and/or any form thereof), “**involving**” (and/or any form thereof), “**regarding**” (and/or any form thereof), or “**reflecting**” (and/or any form thereof) a given subject matter shall be construed in the broadest sense and include information that, directly or indirectly, constitutes, embodies, comprises, reflects, identifies, states, summaries, sets forth, refers to, refutes, reports upon, responds to, describes, analyzes, contains information concerning, or is in any way pertinent to the subject matter of the Discovery Requests. As indicated, the term necessarily includes information that is in opposition to as well as in support of the position(s) and claim(s) of the parties in this Action.

17. “**Statement**” shall mean a written statement signed or otherwise adopted or approved by the person making it, or a stenographic, mechanical, electrical, or other recording, or a transcription thereof, which is a substantially verbatim recital of an oral statement by the persons making it and contemporaneously recorded.
18. Any other words used herein shall be defined according to standard American usage, as shown in a dictionary of the English language.

#### **GENERAL PROVISIONS AND INSTRUCTIONS**

1. In responding to the Discovery Requests, furnish all responsive information in your possession, custody or control, or available to you from any source.
2. In responding to the Discovery Requests, the relevant time period applicable to your answers and your document production is documents with relevance or applicability during the time period from at least March 10, 2019 to the present unless otherwise instructed, including documents relevant to systems in use during all or some of that period.
3. If you currently lack information to answer any Discovery Request completely, please state:
  - a. the responsive information currently available;
  - b. the responsive information currently unavailable;
  - c. efforts that you intend to make to secure the information currently unavailable; and
  - d. when you anticipate receiving and when you anticipate making available the information currently unavailable.
4. All requests for discovery by Complainant in this case are continuing. In the event that any additional information comes to your attention subsequent to the submission of your

answers to the Discovery Requests, which would be responsive to the information sought herein or which would alter or change in any way your responses to the Discovery Requests, the additional information should be furnished to Complainant as soon as possible without further request, pursuant to 52 Pa.Code § 5.332

5. All documents produced in response to the Discovery Requests shall be segregated and identified by the paragraphs to which they are primarily responsive. For any documents that are stored or maintained in files in the normal course of business, such documents shall be produced in such files, or in such a manner as to preserve and identify the files from which such documents were taken.
6. Legitimately privileged responses are hereby not requested. For each document or thing that is responsive to the Discovery Requests, and which is sought to withheld under a claim of privilege, including, but not limited to, the attorney-client privilege (which is limited by PUC rules), the following information shall be provided:
  - a. the place, date and manner of recording or otherwise preparing the document;
  - b. the name and title of the sender and the name and title of the recipient of the document;
  - c. a summary of the contents of the document;
  - d. the identify of each person or persons (other than stenographic or clerical assistants) participating in the preparation of the document;
  - e. the identity of each person to whom the contents of the document have heretofore been communicated by copy, exhibition, sketch, reading or substantial summarization, the date(s) of said communication, and the employer and title of said person at the time of said communication;

- f. the identification of the current custodian of the document;
  - g. a statement of the basis on which privilege is claimed; and
  - h. the identity and title of the person(s) supplying you with the information requested above.
7. If any documents or things responsive to the Discovery Requests were at one time in existence, but are no longer in existence, then so state, specifying for each document or thing:
- a. the type of document or thing;
  - b. the types of information contained therein and a summary of its contents;
  - c. the date upon which it ceased to exist;
  - d. the circumstances under which it ceased to exist;
  - e. the place, date and manner of recording or otherwise preparing the document;
  - f. the identity of all persons having knowledge of the circumstances under which it ceased to exist;
  - g. the identity of all persons having or who had knowledge of the contents thereof;
  - h. the name and title of the sender and the recipient thereof; and
  - i. the identity of all persons who participated in the preparation thereof.
8. All documents produced in response to the Discovery Requests shall be produced *in toto* notwithstanding the fact that portions thereof may contain information not requested, shall include interim as well as final editions of documents where final editions are not available, and shall include editions or copies of documents which are not identical to (whether due to handwritten notations, or revisions, or otherwise) the original or other produced copies of the documents.

9. Whenever Discovery Requests are framed in the disjunctive, they should also be construed to be in the conjunctive and vice versa.
10. Whenever Discovery Requests are framed in the singular, they should also be construed to be in the plural and vice versa.
11. Whenever Discovery Requests refer to the masculine form of a noun or pronoun, they should also be construed to be in the feminine form of the noun or pronoun and vice versa.
12. The use of any tense of any verb shall be construed to include within its meaning all other tenses of the verb so used.
13. When asked to describe the factual basis of any event, include the people present, dates, times, and specific communications or instances.
14. If full and complete answers do not fit in the space provided, or if otherwise desired, write or type your answers on additional sheets of paper as needed, clearly indicating the type and number of the request to which each answer is primarily responsive.

## INTERROGATORIES

1. Identify all persons involved in crafting your answers to these Discovery Requests, including all persons consulted or otherwise contacted with respect to the drafting of your answers and the collection and assembly of responsive documents. In connection with your answer, indicate the number of the particular interrogatory with which each person assisted, as well as the nature of the information and assistance provided for each interrogatory.

**ANSWER:**

---

2. Identify all documents that you utilized in preparing your answers to these interrogatories.

**ANSWER:**

---

3. Identify all individuals who may have knowledge or information relevant to the averments, claims, contentions, allegations and/or defenses asserted in this Action, or who PWSA may call to testify as an expert in this case, and, in connection therewith:
  - a. provide the individuals' addresses (business address, if connected professionally and reachable at that address);

- b. provide the individuals' titles and positions;
- c. state in detail what that knowledge or information is;
- d. identify all written statements made by the individuals you identify;
- e. identify all documents related to this Action in the possession, custody or control of these individuals.

**ANSWER:**

- 4. Identify the number of customers who received a call informing them of pending shut-off of water on or about March 11, 2019, when such a call was not preceded by the conditions and prior written notice required for legitimate termination of service.

**ANSWER:**

- 5. Identify the number of customers who legitimately should have received a call informing them of pending shut-off of water on or about March 11, 2019, based on account status and prior written notice having been sent in accordance with PA laws.

**ANSWER:**

- 6. Describe what, if anything, PWSA has done to correct and what it is doing to prevent recurrence of the inaccurate March 11, 2019 shutoff notice calls or a similar issue.

**ANSWER:**

## REQUEST FOR PRODUCTION OF DOCUMENTS

1. Outgoing call records from March 11, 2019 showing the time of call(s), number called, and type of call (e.g. “shut-off notice,” “subsequent correction”), as well as whether the call was placed by a human or if it was a “robocall” automatically generated message, for each customer who received a notice of pending shutoff and/or subsequent correction, including a customer identifier sufficient to merge data with that requested in Request for Production of Documents #3 below. Customers contributing to the count identified in Interrogatory 5 above should be omitted or identified in a separate list so that they can be constructively removed after receipt.

**ANSWER:**

2. Inbound call records from March 11-30, 2019, showing the time of call(s) and phone number, optionally filtered to include only calls from customers included in Request for Production of Documents #1 above. For each, indicate the phone number, date, time, and whether the call was (a) answered by a human, (b) sent to a voicemail or automated menu, or (c) bounced without either of the prior two options being true.

**ANSWER:**

3. The name and billing/correspondence address of each customer included in Request for Production of Documents #1 and/or 2 above.

**ANSWER:**

4. All contract documents, specifications, user manuals, work plans/orders, invoices, and evidences of payment related to the outbound call system(s) which facilitated the March 11, 2019 shutoff notice to Complainant, including such documents related to improvements, enhancements, fixes, and other alterations made or still to be made to the system(s).

**ANSWER:**

5. Copies of the recordings played in the calls notifying customers of pending shut-off and if applicable, correction as of the morning of March 11, 2019, as well as any replacements for these recordings created on or after March 11, 2019.

**ANSWER:**

6. Any internal reports related to the incident on or about March 11, 2019 involving unjustified pending shutoff calls.

**ANSWER:**

7. Any e-mails involving staff of PWSA and/or its agents containing content related to the incident on or about March 11, 2019 involving unjustified pending shutoff calls.

**ANSWER:**

8. All documents, not already attached, which are identified or referenced in any of your answers to interrogatories.

**ANSWER:**

9. All documents, photographs, maps, drawings, diagrams, and/or other demonstrative evidence, not already attached, supporting your answers to questions above.

**ANSWER:**

10. All documents, photographs, maps, drawings, diagrams, and/or other demonstrative evidence that may be introduced at the hearing or that may otherwise pertain to the lawsuit.

**ANSWER:**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the within Reply to New Matter was mailed by First Class U.S. Mail, postage prepaid, to the following this 21st day of June, 2019:

Daniel Clearfield and/or Carl Shultz  
Eckert Seamans Cherin & Mellott, LLC  
213 Market St., 8<sup>th</sup> Floor  
Harrisburg, PA 17101

A copy of this Certificate of Service is also filed electronically with the Secretary of the Public Utilities Commission.

---

William Towne

## Attachment 2

PWSA Objections to  
Interrogatories (Set 1) and  
Requests for Production of Documents (Set 1)  
From Towne to PWSA

**ECKERT  
SEAMANS**  
ATTORNEYS AT LAW

Eckert Seamans Cherin & Mellott, LLC  
213 Market Street  
8<sup>th</sup> Floor  
Harrisburg, PA 17101

TEL 717 237 6000  
FAX 717 237 6019  
www.eckertseamans.com

Daniel Clearfield  
717.237.7173  
dclearfield@eckertseamans.com

July 1, 2019

**Via Email and First Class Mail**

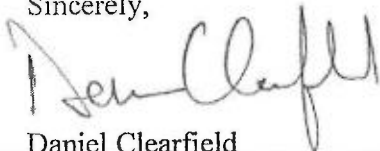
William Towne  
4243 Glen Lytle Rd  
Pittsburgh, PA 15217

Re: William Towne v. The Pittsburgh Water and Sewer Authority  
Docket No. C-2019-3008437

Dear Mr. Towne:

Enclosed please find the Pittsburgh Water and Sewer Authority's ("PWSA") Objections to the Interrogatories and Requests for Production of Documents from the Complainant with regard to the above-referenced matter. Copies to be served in accordance with the attached Certificate of Service.

Sincerely,



Daniel Clearfield

DC/lww  
Enclosure

cc: Rosemary Chiavetta, Secretary (Cert. of Service only)

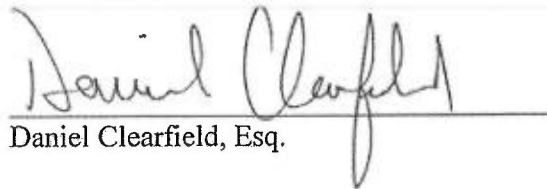
**CERTIFICATE OF SERVICE**

I hereby certify that this day I served a copy of PWSA's Objections to Complainant's Interrogatories and Requests for Production of Documents upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

**Via First Class Mail and Email**

William Towne  
4243 Glen Lytle Rd  
Pittsburgh, PA 15217  
[Firstpeterfourten@gmail.com](mailto:Firstpeterfourten@gmail.com)

Dated: July 1, 2019

  
Daniel Clearfield, Esq.

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

William Towne,	:	Complainant	:	Docket No. C-2019-3008437
			:	
v.	:		:	
			:	
The Pittsburgh Water and Sewer Authority,	:		:	
Respondent	:		:	

**PITTSBURGH WATER AND SEWER AUTHORITY'S  
OBJECTIONS TO THE INTERROGATORIES AND  
REQUESTS FOR PRODUCTIONS OF DOCUMENTS  
FROM THE COMPLAINANT, WILLIAM TOWNE**

The Pittsburgh Water and Sewer Authority ("PWSA") hereby objects to Interrogatories Nos. 4, 5 and 6 and Requests for Production of Documents Nos. 1, 2, 3, 4, 5, 6 and 7 from the Complainant, William Towne ("Towne") to PWSA, as indicated herein.

**I. BACKGROUND**

1. Towne, served on June 21 2019, his first set of discovery to PWSA consisting of Interrogatories (Nos. 1 to 6) from Towne to PWSA.

**II. LEGAL STANDARDS**

2. In proceedings before the Commission, "a party may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action." 52 Pa. Code § 5.321(c). It is not ground for objection that the information sought will be inadmissible at hearing if the information sought appears reasonably calculated to lead to the discovery of admissible evidence. *Id.*

3. Additionally, Section 5.361 of the Commission's regulations limits the scope of discovery as follows:

Discovery or deposition is not permitted which:

- (1) Is sought in bad faith.
- (2) Would cause unreasonable annoyance, embarrassment, oppression, burden or expense to the deponent, a person or party.
- (3) Relates to matter which is privileged.
- (4) Would require the making of an unreasonable investigation by the deponent, a participant or witness.

52 Pa. Code § 5.361(a).

4. Deputy Chief Administrative Law Judge Mark A. Hoyer granted certain Preliminary Objections by PWSA and, thereby removed the following issues from Towne's Complaint: (a) claims for monetary damages, compensation for lost work, legal fees and other related costs; and, (b) claims regarding other PWSA customers. *See Towne v. PWSA*, PUC Docket No. C-2019-3008437, Interim Order Granting Preliminary Objections in Part and Denying Preliminary Objections in Part, dated May 8, 2019.

## II. OBJECTIONS

### A. PWSA's Objections to Interrogatories Nos. 4 to 6.

#### Interrogatory I-4

5. Interrogatory I-4 states as follows:

Identify the number of customers who received a call informing them of pending shut-off of water on or about March 11, 2019, when such a call was not preceded by the conditions and prior written notice required for legitimate termination of service.

6. PWSA Objects to Interrogatory I-4 for the following reasons:

Interrogatory I-4 seeks information that is not relevant to this individual consumer complaint proceeding and is not reasonably calculated to lead to the discovery of admissible information. 52 Pa. Code § 5.321(c).

The information sought in Interrogatory I-4 is not relevant to this proceeding. It seeks information related to circumstances and affecting other customers. Mr. Towne has no standing or right to look into whether other customers were similarly affected by the technical error that caused him to receive a single incorrect recorded message (which was almost immediately corrected). The presiding Administrative Law Judge has granted PWSA's Preliminary Objection to Complainant's allegations that extended beyond his individual circumstances ruling that an individual complainant "cannot represent another customer or assert claims on behalf of other customers." *See* 52 Pa Code § 1.21 et seq.<sup>1</sup> and has ruled that Complainant may not "seek recovery for claims on behalf of other customers."<sup>2</sup>

#### Interrogatory I-5

7. Interrogatory I-5 states as follows:

Identify the number of customers who legitimately should have received a call informing them of pending shut-off of water on or about March 11, 2019, based on account status and prior written notice having been sent in accordance with PA laws.

8. PWSA Objects to Interrogatory I-5 for the following reasons:

Interrogatory I-5 is not relevant to the issues in this proceeding, is not likely to lead to the

---

<sup>1</sup> *Towne v. PWSA*, PUC Docket No. C-2019-3008437 Interim Order Granting Preliminary Objections in Part and Denying Preliminary Objections in Part, at 4.

<sup>2</sup> *Id.*

discovery of admissible evidence, and is unreasonably broad.

Interrogatory I-5 clearly seeks information related to circumstances and affecting other customers. The information sought in Interrogatory I-5 is not relevant to this proceeding. It seeks information related to circumstances and affecting other customers who did not timely pay PWSA and who were facing shut-off of service. Such circumstances are different than the circumstances alleged by Mr. Towne and would NOT show a violation by PWSA. Since Interrogatory I-5 seeks information regarding circumstances not alleged by Mr. Towne and/or would not show a violation by PWSA, it is unreasonably broad under the circumstances presented. In addition, Mr. Towne has no standing or right to look into whether other customers who were eligible for termination based on their account status. The presiding Administrative Law Judge granted PWSA's Preliminary Objection to Complainant's allegations that extended beyond his individual circumstances ruling that an individual complainant "cannot represent another customer or assert claims on behalf of other customers. See 52 Pa Code § 1.21 et seq.<sup>3</sup> and has ruled that Complainant may not "seek recovery for claims on behalf of other customers."<sup>4</sup>

#### Interrogatory Towne-I-6

9. Interrogatory I-6 states as follows:

Describe what, if anything, PWSA has done to correct and what it is doing to prevent recurrence of the inaccurate March 11, 2019 shutoff notice calls and similar issue.

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<sup>3</sup> Towne v. PWSA, PUC Docket No. C-2019-3008437 Interim Order Granting Preliminary Objections in Part and Denying Preliminary Objections in Part, at 4.

<sup>4</sup> *Id.*

10. PWSA Objects to Interrogatory I-6 for the following reasons:

For the reasons stated in its Objections to Interrogatories I-4 and I-5 (which objections are hereby incorporated herein), PWSA objects to Interrogatory I-6 to the extent it requests information regarding any calls other than the single call that was placed to Mr. Towne.

Notwithstanding these objections, and without waiver thereof, in an effort to be cooperative, PWSA will provide information in response to Interrogatory I-6 as it applies to the single inadvertent call placed to Mr. Towne when it responds to the other Interrogatories in Set I.

**B. PWSA's Objections to Requests for Production of Documents Nos. 1 to 7  
Production Requests I-1, I-2, and I-3**

11. Production Requests I-1, I- 2 and I-3 state as follows:

Outgoing call records from March 11, 2019 showing the time of call(s), number called, and type of call (e.g. "shut-off notice," "subsequent correction"), as well as whether the call was placed by a human or if it was a "robocall" automatically generated message, for each customer who received a notice of pending shutoff and/or subsequent correction, including a customer identifier sufficient to merge data with that requested in Request for Production of Documents #3 below. Customers contributing to the count identified in Interrogatory 5 above should be omitted or identified in a separate list so that they can be constructively removed after receipt.

Inbound call records from March 11-30, 2019, showing the time of call(s) and phone number, optionally filtered to include only calls from customers included in Request for Production of Documents #1 above. For each, indicate the phone number, date, time, and whether the call was (a) answered by a human, (b) sent to a voicemail or automated menu, or (c) bounded without either of the prior two options being true.

The name and billing/correspondence address of each customer included in Request for Production of Documents # 1 and/or #2 above.

12. PWSA Objects to Production Requests I-1, I- 2 and I-3 for the following reasons:

Production Requests I-1, I- 2 and I-3 seek information that is not relevant to this

individual consumer complaint proceeding and is not reasonably calculated to lead to the discovery of admissible information.

For the reasons stated in its Objections to Interrogatories I-4 and I-5 (which objections are hereby incorporated herein), PWSA objects to Production Requests I-1, I- 2 and I-3 because they seek information regarding any calls other than the single call that was placed to Mr. Towne.

Additionally, PWSA objects to Production Requests I-1, I- 2 and I-3 because they seek the release of information regarding customer name, address and telephone number. Such customer information is proprietary, non-public and/or confidential. Therefore, the PWSA objects to these requests as not relevant, overly burdensome, and to the extent they seek the proprietary, non-public and/or confidential information of other customers. 52 Pa. Code §§ 5.321(c), 5.361(a)(2), (4).

Production Requests I-4, I-5, I-6 and I-7

13. Production Request I-4, I-5, I-6, I-7 state as follows:

All contract documents, specifications, user manuals, work plans/orders, invoices, and evidences of payment related to the outbound call system(s) which facilitated the March 11, 2019 shutoff notice to Complainant, including such documents related to improvements, enhancements, fixes, and other alterations made or still to be made to the system(s).

Copies of the recordings played in the calls notifying customers of pending shut-off and if applicable, correction as of the morning of March 11, 2019, as well as any replacements for these recordings created on or after March 11, 2019.

Any internal reports related to the incident on or about March 11, 2019 involving unjustified pending shutoff calls.

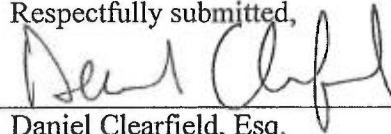
Any e-mails involving staff of PWSA and/or its agents containing content related to the incident on or about March 11, 2019 involving unjustified pending shutoff calls.

14. PWSA Objects to Production Requests I-4, I-5, I-6 and I-7 for the following reasons:

PWSA objects to Production Requests I-4, I-5, I-6 and I-7 because they:

- (a) seek information that is not relevant to the single incorrect termination notice call placed to Complainant (which was immediately corrected). These requests are a “fishing expedition” that goes far beyond the actual single call that was placed to Mr. Towne that is the subject of his complaint.
- (b) To the extent the documents exist at all, requests information that is overly broad and would require a costly and burdensome special study to identify and produce.
- (c) Could result in the release of confidential customer information for customers other than Mr. Towns; and
- (d) Seek information regarding calls other than the single call that was placed to Mr. Towne (which request is objected to for the reasons stated in Objection to Interrogatories I-4, I-5 and I-6, above, which is hereby incorporated by reference.

Respectfully submitted,



---

Daniel Clearfield, Esq.  
(PA Attorney ID No. 26183)  
Eckert Seamans Cherin & Mellott, LLC  
213 Market Street, 8th Floor  
Harrisburg, PA 17101  
717.237.6000  
717.237.6019 (fax)  
[dclearfield@eckertseamans.com](mailto:dclearfield@eckertseamans.com)

Dated: July 1, 2019

Counsel for  
The Pittsburgh Water and Sewer Authority

**Attachment 3**

PWSA Responses to  
Interrogatories Nos. 1-3 and I-6 and  
Requests for Production of Documents No. 1-8  
From Towne to PWSA

**Response of Pittsburgh Water and Sewer Authority ("PWSA")  
to the Interrogatories and Requests for Production of Documents of the Complainant  
William Towne, Set I in Docket No. C-2019-3008437**

**Interrogatory: Towne -I-3:**

Identify all individuals who may have knowledge or information relevant to the averments, claims, contentions, allegations and/or defenses asserted in this Action, or who PWSA may call to testify as an expert in this case, and, in connection therewith:

- a. provide the individuals' addresses (business address, if connected professionally and reachable at that address);
- b. provide the individuals' title and positions;
- c. state in detail what that knowledge or information is;
- d. identify all written statements made by the individuals you identify;
- e. identify all documents related to this Action in the possession, custody or control of these individuals;

**Response:**

PWSA may call Julie A. Quigley, Director of Administration and Information Technology as an expert. Ms. Quigley's business address is 1200 Penn Avenue, Pittsburgh, PA, 15222. Ms. Quigley has access to customer records that are kept in the course of doing business. Attached are the written statements that Ms. Quigley has provided to William Towne via email.

**Response Provided By:** Julie A. Quigley  
Director of Administration and Information Technology  
PWSA

**Dated:** July 11, 2019



June 10, 2019

William B. Towne  
4243 Glen Lytle Road  
Pittsburgh, PA 15217-2815

Account #: 5046260-1167042  
Service Address: 4243 Glen Lytle Road

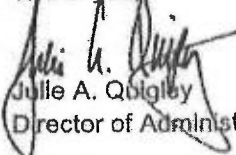
Dear Mr. Towne:

Pursuant to our telephone conversation on this date, I have documented the points that we discussed in this letter. Once you have a chance to review, please provide me with your feedback. Please also let me know if this satisfies your Formal complaint with docket #C-2019-3008437.

1. Following the erroneous Collections call issued by PWSA on March 11, 2019, the vendor supplying the system that PWSA utilizes to issue outbound, automated calls removed the option to call all of PWSA's customers. Additionally, PWSA made a business process change to only send the calls live and not schedule them. This ensures that they can be stopped if an error occurs.
2. Outbound, automated call messages to the customer are no longer translated from text to speech; rather, they are currently recorded by me. I am unable to provide this internal work product to you.
3. PWSA and the outbound, automated call vendor are working on enhancements that will a) convey the specific service address in the message to the customer, and b) will provide an option for a warm transfer to PWSA Customer Service. These enhancements are on track to be delivered in 2020.
4. The Collections call that was sent to you by PWSA in error on March 11, 2019 was valid for 60 days and has expired.
5. PWSA will not intentionally terminate the water service to the above referenced property in 2019.
6. Should PWSA have cause to send notice of termination regarding the water service to the above referenced property after 2019, PWSA will provide the appropriate 10 day and 3 day notices under PA PUC regulation.

Please contact me at 412-255-8800 ext. 2587 should you have any further questions in this matter.

Thank you,

  
Julie A. Quigley  
Director of Administration

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

**Lori Walter**

---

**From:** Julie Quigley <JQuigley@pgh2o.com>  
**Sent:** Wednesday, June 26, 2019 8:24 AM  
**To:** firstpeterfourten@gmail.com  
**Subject:** RE: #C-2019-3008437

Mr. Towne,

I was out of the office yesterday to accept an award for PWSA's web based applications, specifically the customer usage portal and mobile work.

Present at our in person meeting will be me and our compliance manager. I am empowered to resolve your Formal complaint.

Again, please let me know which date and time would be convenient for you.

Thank you,



Julie Quigley  
Director of Administration/ Information Technology  
JQuigley@pgh2o.com  
Office: 412.255.8800  
Internal Ext: 2587  
Cell: 412.512.2494

Pittsburgh Water and Sewer Authority  
1200 Penn Ave, Pittsburgh, PA 15222

[www.pgh2o.com](http://www.pgh2o.com) / twitter: @pgh2o / [LinkedIn](#)

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**From:** firstpeterfourten@gmail.com <firstpeterfourten@gmail.com>  
**Sent:** Monday, June 24, 2019 10:55 PM  
**To:** Julie Quigley <JQuigley@pgh2o.com>  
**Subject:** Re: #C-2019-3008437

Dear Ms. Quigley,

Thank you for asserting that, but why should I believe that a meeting would not be fruitless? Who would be there and what would they be empowered to do? Why should I believe that PWSA has ANY interest in any outcome other than me just dropping the case and disappearing, especially when you don't even seem willing to more promptly modify a letter and formalize what was already informally agreed to, to take care of those issues?

I got a letter in the mail today denying the individual claim on the basis that the damages incurred "were not caused by an action or inaction of the Pittsburgh Water and Sewer Authority" which I think is complete BS that even the Authority must know is BS, only further underlining the point that the institution is going to whatever extent it can to avoid acknowledging or taking responsibility for the serious harms it caused. If you would like me to show up at any in-person meeting, please have your team send prompt responses to the discovery requests and provide specific evidence that could help me believe it would be a productive use of time.

Thank you,  
William Towne

On Mon, Jun 24, 2019 at 7:15 AM Julie Quigley <[JQuigley@pgh2o.com](mailto:JQuigley@pgh2o.com)> wrote:

Mr. Towne,

Our in person meeting will not be fruitless. I am available from 8 AM to 8 PM and on Saturdays. Please let me know which date and time works.

Thank you,



Julie Quigley  
Director of Administration/ Information Technology  
[JQuigley@pgh2o.com](mailto:JQuigley@pgh2o.com)  
Office: 412.255.8800  
Internal Ext: 2587  
Cell: 412.512.2494

Pittsburgh Water and Sewer Authority  
1200 Penn Ave, Pittsburgh, PA 15222

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From: [firstpeterfourten@gmail.com](mailto:firstpeterfourten@gmail.com) <[firstpeterfourten@gmail.com](mailto:firstpeterfourten@gmail.com)>  
Sent: Saturday, June 22, 2019 3:36 PM  
To: Julie Quigley <[JQuigley@pgh2o.com](mailto:JQuigley@pgh2o.com)>  
Subject: Re: #C-2019-3008437

Dear Ms. Quigley,

Thank you for responding. What did you find in your research?

I have no idea what the "Based on [your] research" bit means or what facts/perspectives you may have uncovered, based on your e-mail. I welcome further clarification, especially in the form of one or more of the following more common constructions: "Based on my research, I found <fact(s)>." "Based on my research, I believe <opinion(s), hypotheses, or tentative conclusions>." "Based on my research, we <will take one or more of the actions you requested>." or "Based on my research, we cannot <take one or more of the actions you requested> because of <specific law>."

Based on prior discussions with PWSA regarding the proposed mediation, my understanding is that there are only two possible outcomes of such an in-person mediation, as a result of how you set things up with not being able to actually do anything as a result of it:

1. I drop the case without being able to get anything requested. All remaining objectives fail and most effort to date is wasted.
2. Nothing. The time spent on attending the mediation is wasted and more likely than not (in this outcome) just serves to increase frustration.

I am not interested in either of those outcomes. I am also unwilling to accept the bureaucratic wrangling around claims of limited agency/authority and how there isn't actually any individual empowered to address these points as desired. At this time, I do not have any problems with you or any other individuals who may work for PWSA, but I have a very serious problem with the institution, and I'm going after the institution in an attempt to solve it. It is the institution which has demonstrated itself to be untrustworthy. This bureaucratic wrangling with limited-authority agents is an institutional choice forming part of a strategy to help the institution avoid accountability for its actions. That strategy might work on some people, but not me.

I appreciate that PWSA has been willing to officially state that it made a mistake here, in placing the phone call which kicked off this case. What's very frustrating is that the agency is not willing to go further.

PWSA officially denies complicating factors of just how difficult the institution made things for recipients of those calls. For examples, PWSA officially (and unofficially!) denies the possibility that claimed correction calls might have failed to reach everyone they were intended to reach. (I am not the only one who did not get the prompt follow-up call you claim to have sent.)

PWSA officially denies that the phone number in its recording informing customers of pending shutoff is difficult to understand.

PWSA officially denies that I am entitled to ANY of the requested relief, including an order for nontermination of service following the notice call, regardless of payment history.

PWSA officially denies that I "was ever in danger of having [my] service shut off" and informally acknowledges but still refuses to officially admit that water service to my address was degraded and cut off on a timeline quite consistent with the notice, and again later as part of the escalation of the complaint with the PUC (or at least on a timeline consistent with that).

**PWSA refuses to recognize that its actions, under its control, whether mistaken or intentional, had serious real-world negative consequences for any customer. PWSA refuses to take any responsibility for the consequences of its actions and is instead willing to invest a significant amount of time and public money to avoid accountability for its failures.**

Those bold lines are why I am so very frustrated with PWSA at present. Those are NOT characteristics of good governance or accountable institutions which serve the people they are nominally intended to serve; they are the opposite. Because of those points, *even if* PWSA were not playing bureaucratic games and had everybody empowered to do anything on behalf of PWSA present at an in person mediation, I still don't see how such an event could have any other outcome from those listed above.

I would need to see significant changes in those points before being able to believe that an in-person mediation could produce a useful outcome. I am also not available to meet at your Allegheny River facilities during 8-6 business hours, and even choosing the downtown location would only add a small amount of availability to the beginning of the still-evening time-frame on some MWF days. E-mail may be a better form of collaboration. However, I don't think scheduling is a relevant question at this point when PWSA's position and strategy do not appear to leave an opening for such a meeting to have any outcome I'm interested in spending time on.

PWSA might informally recognize, even if it does not fully understand, a compounding factor that made the costs worse for me than I suspect they were for the average customer. It informally agreed to institute a fix which would address that factor for the future, to reduce the probability of the specific issue that appeared to be present based on the information available at the relevant time. That fix is requiring anybody claiming to act on my behalf as a customer to provide PWSA with a specific, already agreed-upon code prior to alteration or termination of service based on customer request, as part of authenticating the source of the request. However, PWSA refuses to formalize that informal agreement. To a lesser extent, it also appears to be refusing to formally back up an agreement to not shut off the water again as a result of the shutoff notice you already provided. These things should not be hard, if the institution were serious about its word and about wanting to make things right.

You can spend as much as you want on lawyer's fees to fight the parts that should be easily resolved. You can even think that might distract me from the parts that are actually harder, around setting up an incentive structure to help reduce the probability of this happening again to anybody else in PA. (You would be wrong; I'll do both.)

Here's what a good response to this issue, to me or any other affected customer, could have looked like.

*Sorry, we made some big mistakes Monday morning. Here's exactly what happened, including root causes and contributing factors, laying out full transparency of what did lead or may have led to that outcome and what we've conclusively found did not lead to that outcome. Here's exactly what we're doing to address each of those to make sure this never happens at PWSA again, and here's how we're working with other organizations to learn from our experience and make sure this is less likely to happen anywhere else in PA, either. We know we've got some work ahead of us to earn your trust back. We recognize the difficulties that this caused for you and we're going to set things right. We'll give strong, enforceable assurance that we're not going to shut off water service without the requisite preconditions and process, not counting that call as part of any valid process. We'll reimburse you for the costs of our mistake, and recognize that even that money can only do so much. If there's anything else we can do to put your mind at ease, just let us know. This was our bad, and we sincerely apologize.*

(The code for authentication would have been in the "anything else" category.)

Instead, PWSA so far seems to prefer the opposite approach:

*We made one small mistake a while ago, and left you in the dark about further information as part of what we still consider to be good operating practice. It was definitely just one tiny mistake, though, not compounded by any other mistakes or systemic issues. That's our official position, no matter how easy it might be to disprove. This one small mistake also couldn't possibly have been any more than a minor inconvenience for the spans of seconds you might have been on the line listening. The costs of our mistakes are yours to bear. We're not going to tell you even as much as we know about what happened or why, because we consider that sensitive information regardless of what the PA Right-To-Know-Law or discovery law might say regarding what you could eventually find out. You might be glad to know that what you thought was the direct trigger of that call wasn't, according to our records. It might be in the future, though; you'll just have to guess about whether or not we are following a consequence-free informal agreement which would prevent that harasser from interfering with your utility service. We expect you to just trust us on everything we say, regardless of your recent past experience with us specifically. We'll tell you that unjustified shutoff notices won't happen again, because we'd rather they didn't, but who knows? Maybe something like this will happen again. It was a distracting day for us at work, but there aren't any more serious consequences to incentive us to really fix things properly. Those incentives aren't likely to be created in the near future, either, because the amount of time and energy required in practice for any affected individual to go to a court or PUC is already quite high and we'll maximize it with whatever roadblocks our highly-paid lawyers can dream up; it's just not economically rational for any single individual to pursue changing that no matter how many others might benefit. We're not even going to be open about what exactly we might be doing to avoid a repeat, even if we're using public funds in a democracy with nominally strong transparency laws especially around uses of funds. We can just decide what's "confidential" of our own accord, and use that as a basis for complete withholding instead of narrow redaction. We will also actually shut off your water service on the timeline we warned you about in the call, and when you keep protesting it as an issue, we'll do it again.*

Can you see the contrast there, and understand my perspective a bit more?

If you would like to continue informally working toward a resolution, I am also open to that. It's not too late to take steps toward the first of the italicized paragraphs above.

I am open to listening to what you have to say. I am especially receptive to communication focused exclusively on content with honesty, integrity, truth, empathy, and good-faith effort toward real and practical solutions. I am less receptive to stonewalling, excuses, and bureaucratic wrangling.

I would especially appreciate responses to the items already open and still remaining open from our recent substantive emails.

I also still recommend that you communicate to appropriate folks in your legal department that you would like to see a prompt resolution to this case, and that quickly taking good care of both the individual claim (sent over a month and a half ago) and the discovery requests (sent out immediately after your e-mail on Friday, to listed case counsel) would facilitate that goal.

I look forward to reading responses soon.

Thank you,

William Towne

On Fri, Jun 21, 2019 at 5:08 PM Julie Quigley <[JQuigley@pgh2o.com](mailto:JQuigley@pgh2o.com)> wrote:

Mr. Towne,

Based on my research, I am requesting again that we have an in person mediation to resolve the above referenced Formal complaint.

Please let me know when you are available in the first week of July 2019.

Thank you,



Julie Quigley  
Director of Administration/ Information Technology  
[JQuigley@pgh2o.com](mailto:JQuigley@pgh2o.com)  
Office: 412.255.8800  
Internal Ext: 2587  
Cell: 412.512.2494

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**From:** Julie Quigley  
**Sent:** Wednesday, June 19, 2019 10:21 PM  
**To:** [firstpeterfourten@gmail.com](mailto:firstpeterfourten@gmail.com)  
**Subject:** Re: #C-2019-3008437

Mr. Towne,

I am still researching your additional requests. I thought that I had captured all of your demands that PWSA could reasonably meet in my letter, but you have numerous more demands that you listed below. I will be in touch again by the end of this week.

Sincerely,



Julie Quigley  
Director of Administration/ Information Technology  
[JQuigley@pgh2o.com](mailto:JQuigley@pgh2o.com)  
Office: 412.255.8800  
Internal Ext: 2587  
Cell: 412.512.2494

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On Wed, Jun 19, 2019 at 9:30 PM -0400, "[firstpeterfourten@gmail.com](mailto:firstpeterfourten@gmail.com)" <[firstpeterfourten@gmail.com](mailto:firstpeterfourten@gmail.com)> wrote:

Dear Ms. Quigley,

I am writing to follow up on the correspondence below. Pursuant to 52 Pa.Code § 5.331(b), I would like to get things going as soon as possible, starting first with informal processes as encouraged by 52 Pa.Code § 5.322.

Thank you,

William Towne

On Thu, Jun 13, 2019 at 9:59 AM Julie Quigley <[JQuigley@pgh2o.com](mailto:JQuigley@pgh2o.com)> wrote:

Received. I have forwarded your claim to our Legal department for processing. I will discuss your demands with counsel and will reply again tomorrow.

Sincerely,

[cid:imaged82b3d.PNG@4f593853.4d8a5bb4]

Julie Quigley  
Director of Administration/ Information Technology  
[JQuigley@pgh2o.com](mailto:JQuigley@pgh2o.com)  
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On Thu, Jun 13, 2019 at 8:17 AM -0400, "[firstpeterfourten@gmail.com](mailto:firstpeterfourten@gmail.com)" <[firstpeterfourten@gmail.com](mailto:firstpeterfourten@gmail.com)<[mailto:firstpeterfourten@gmail.com](mailto:mailto:firstpeterfourten@gmail.com)>> wrote:

Dear Ms. Quigley,

Thank you for your response. I especially appreciate points 4-6, as well as a point stating that any shutoff notices sent by mail will additionally be sent by e-mail to my billing e-mail address on file as of the time notice is sent, and a point that "PWSA will never alter or disable service to this address by request unless that request includes the code which was agreed upon between William Towne and PWSA on March 18, 2019, and if disabling service by request with that code, will still provide the notices that would be required under PA law for termination due to nonpayment." I would like to see all these points written up as an order from the PUC, entered into by PWSA's consent, with all the force and associated penalties for violation of a PUC order. Once we agree on the language, I think it should be relatively easy to get the PUC to sign on.

I would also like to formally request the updated recording, the contracts and work plan descriptions related to the placing of the calls and the "enhancements" or fixes being done to reduce the probability of repeats, and the list of the numbers and corresponding names+billing addresses who received calls in error (omitting or at least identifying customers who received such calls legitimately, following the required 10-day written notice). PUC proceedings allow for discovery of this information (as do Court of Common Pleas proceedings) and PA's Right-to-Know Law (RTKL) covers most of it as well. The contact list would be used only in relation to the currently pending issues regarding these improper shutoff notices.

This email serves as the first (or for some items, second or third) request for that information but if I need to prepare a more formal discovery/RTKL request I can do that as well. The RTKL does not allow agencies to require use of any specific form.

The claim form was mailed a while ago. While I suspect the "we have no record of receiving it" may be the result of some intentional decisions to not keep those records and make claims harder for citizens to pursue, I have reattached the completed form for forwarding to the appropriate individuals at PWSA. Please make sure the legal department is aware I am not likely to just go away if they continue ignoring, delaying, and/or denying the claim.

Thank you,  
William Towne

On Mon, Jun 10, 2019 at 7:12 PM Julie Quigley <[JQuigley@pgh2o.com](mailto:JQuigley@pgh2o.com)<<mailto:JQuigley@pgh2o.com>>> wrote:  
Mr. Towne,

It was a pleasure speaking with you today. Attached please find the letter that you requested. I look forward to your response once you have an opportunity to review it.

I also spoke with our Legal department; they stated that they have no record of receiving your Claim for Damages. If you retained a copy, would you kindly forward it to me so that I can fast-track it with them? Let me know if you need another blank form.

Thank you,

[cid:16b4efbe49d2e27a6361]

Julie Quigley  
Director of Administration/ Information Technology  
[JQuigley@pgh2o.com](mailto:JQuigley@pgh2o.com)<<mailto:JQuigley@pgh2o.com>>  
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**Response of Pittsburgh Water and Sewer Authority (“PWSA”)  
to the Interrogatories and Requests for Production of Documents of the Complainant  
William Towne, Set I in Docket No. C-2019-3008437**

**Interrogatory: Towne -I-6:**

Describe what, if anything, PWSA has done to correct and what it is doing to prevent recurrence of the inaccurate March 11, 2019 shutoff notice calls and similar issue.

**Response:**

PWSA served objections to this request on July 1, 2019. Notwithstanding these objections, and without waiver thereof, in an effort to be cooperative, PWSA is providing information in response to this Interrogatory as it applies to the single inadvertent call placed to Mr. Towne.

Following the erroneous collections call issued by PWSA on March 11, 2019, the vendor supplying the system that PWSA utilizes to issue outbound, automated calls removed the option to call all of PWSA’s customers. Additionally, PWSA made a business process change to only send the calls live and not schedule them. This ensures that they can be stopped if an error occurs. Outbound, automated call messages to the customer are no longer translated from text to speech; rather, they are currently recorded by Julie A. Quigley.

**Response Provided By:** Julie A. Quigley  
Director of Administration and Information Technology  
PWSA

**Dated:** July 11, 2019

**Response of Pittsburgh Water and Sewer Authority ("PWSA")  
to the Interrogatories and Requests for Production of Documents of the Complainant  
William Towne, Set I in Docket No. C-2019-3008437**

**Request for Production of Documents  
Towne -I-8**

All documents, not already attached, which are identified or referenced in any of your answers to interrogatories.

**Response:**

PWSA has already identified or referenced all documents used in preparing its answers. Therefore, it has no additional materials to disclose in response to this request.

**Response Provided By:** Daniel Clearfield  
Counsel, PWSA

**Dated:** July 11, 2019