



September 7, 2021

**VIA E-File**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
400 North Street, Filing Room  
Harrisburg, PA 17120

**Re: PA Public Utility Commission v. Pittsburgh Water and Sewer Authority**  
*Docket Nos. R-2021-3024773, R-2021-3024774, R-2021-3024779*

Dear Secretary Chiavetta,

In accordance with 52 Pa. Code § 5.412a and the Post-Hearing Order and Errata entered August 17, 2021 and August 18, 2021, attached hereto, please accept for filing the **Joint Stipulation of Pittsburgh United and the Pittsburgh Water and Sewer Authority and United/PWSA Joint Stipulation Appendix A** that was duly admitted into the record at the hearing held in the above-captioned proceeding on August 13, 2021, before Administrative Law Judge Eranda Vero.

A copy of this letter is being served on ALJ Vero and the parties of record consistent with the attached Certificate of Service. Please contact me with any questions or concerns.

Respectfully submitted,

Ria M. Pereira, Esq.  
*Counsel for Pittsburgh United*

CC: Certificate of Service (Cover Letter/ COS only)  
Honorable Eranda Vero (Cover Letter/ COS only)  
Pamela McNeal, [pmcneal@pa.gov](mailto:pmcneal@pa.gov) (Cover Letter/ COS only)

Enclosures.

**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<b>Pennsylvania Public Utility Commission</b>	:	
	:	
<b>v.</b>	:	<b>Docket Nos. R-2021-3024773</b>
	:	<b>R-2021-3024774</b>
<b>Pittsburgh Water and Sewer Authority</b>	:	<b>R-2021-3024779</b>
	:	

**Certificate of Service**

I hereby certify I have on this day served copies of **Compliance Filing, 52 Pa. Code § 5.412a – Joint Stipulation of PWSA and Pittsburgh United**, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party) and consistent with the Commission’s Emergency Order issued on March 20, 2020, in the manner and upon the persons listed below.

**VIA EMAIL ONLY**

Daniel Clearfield, Esq. Deanne M. O'Dell, Esq. Karen Moury, Esq. Lauren M. Burge, Esquire Sarah Stoner, Esq. Eckert Seamans Cherin & Mellott, LLC 213 Market Street, 8 <sup>th</sup> Floor Harrisburg, PA 17101 <a href="mailto:dodell@eckertseamans.com">dodell@eckertseamans.com</a> <a href="mailto:dclearfield@eckertseamans.com">dclearfield@eckertseamans.com</a> <a href="mailto:kmoury@eckertseamans.com">kmoury@eckertseamans.com</a> <a href="mailto:lburge@eckertseamans.com">lburge@eckertseamans.com</a> <a href="mailto:SStoner@eckertseamans.com">SStoner@eckertseamans.com</a>	Teresa Reed Wagner Erin Fure, Esq. Office of Small Business Advocate Forum Place 555 Walnut Street, 1st Floor Harrisburg, PA 17101 <a href="mailto:tereswagne@pa.gov">tereswagne@pa.gov</a> <a href="mailto:efure@pa.gov">efure@pa.gov</a>
Gina L. Miller, Esq. Bureau of Investigation and Enforcement Commonwealth Keystone Building 400 North Street, 2 <sup>nd</sup> Floor Harrisburg, PA 17120 <a href="mailto:ginmiller@pa.gov">ginmiller@pa.gov</a>	Christine M. Hoover, Esq. Erin L. Gannon, Esq. Lauren E. Guerra, Esq. Office of Consumer Advocate 555 Walnut Street 5th Floor, Forum Place Harrisburg, PA 17101 <a href="mailto:choover@paoca.org">choover@paoca.org</a> <a href="mailto:lguerra@paoca.org">lguerra@paoca.org</a> <a href="mailto:egannon@paoca.org">egannon@paoca.org</a> <a href="mailto:OCAPWSA2021@paoca.org">OCAPWSA2021@paoca.org</a>

<p>Yvonne Hilton, Esq.  John F. Doherty, Esq.  Lawrence H. Baumiller, Esq.  City of Pittsburgh Department of Law  313 City-County Building  414 Grant Street  Pittsburgh, PA 15219  <a href="mailto:yvonne.hilton@pittsburghpa.gov">yvonne.hilton@pittsburghpa.gov</a>  <a href="mailto:john.doherty@pittsburghpa.gov">john.doherty@pittsburghpa.gov</a>  <a href="mailto:lawrence.baumiller@pittsburghpa.gov">lawrence.baumiller@pittsburghpa.gov</a></p>	<p>Whitney E. Snyder, Esq.  Kevin J. McKeon, Esq.  Thomas J. Sniscak, Esq.  Hawke McKeon and Sniscak, LLP  100 N. 10th Street  Harrisburg, PA 17101  <a href="mailto:wesnyder@hmslegal.com">wesnyder@hmslegal.com</a>  <a href="mailto:kjmckeon@hmslegal.com">kjmckeon@hmslegal.com</a>  <a href="mailto:tjsniscak@hmslegal.com">tjsniscak@hmslegal.com</a></p>
<p>Peter J. DeMarco, Esq.  Natural Resources Defense Council  1152 15th Street NW, Ste. 300  Washington, DC 20005  Telephone: 202-289-2385  <a href="mailto:pdemarco@nrdc.org">pdemarco@nrdc.org</a></p>	<p>Jared J. Thompson, Esq.  Natural Resources Defense Council  1152 15th Street NW, Ste. 300  Washington, DC 20005  Telephone: (202) 513-6249  <a href="mailto:jared.thompson@nrdc.org">jared.thompson@nrdc.org</a></p>
<p>Brian Kalcic  Excel Consulting  225 S. Meramec Avenue, Suite 720T  St. Louis, MO 63105  <a href="mailto:excel.consulting@sbcglobal.net">excel.consulting@sbcglobal.net</a></p>	<p>Administrative Law Judge Eranda Vero  801 Market Street  Suite 4063  Philadelphia, PA 19107  <a href="mailto:evero@pa.gov">evero@pa.gov</a>  cc: Pamela McNeal, <a href="mailto:pmcneal@pa.gov">pmcneal@pa.gov</a></p>

Respectfully submitted,  
**PENNSYLVANIA UTILITY LAW PROJECT**  
*Counsel for Pittsburgh United*



Ria M. Pereira, PA ID 316771  
118 Locust Street, Harrisburg, PA 17101  
717-236-9486 / [pulp@pautilitylawproject.org](mailto:pulp@pautilitylawproject.org)

Date: September 7, 2021

**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<b>Pennsylvania Public Utility Commission</b>	:		
	:		
<b>v.</b>	:	<b>Docket Nos.</b>	<b>R-2021-3024773</b>
	:		<b>R-2021-3024774</b>
	:		<b>R-2021-3024779</b>
<b>Pittsburgh Water and Sewer Authority</b>	:		

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**JOINT STIPULATION OF**

**PITTSBURGH UNITED**

**AND**

**THE PITTSBURGH WATER AND SEWER AUTHORITY (PWSA)**

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Pittsburgh United and the Pittsburgh Water and Sewer Authority (PWSA), by their respective counsel, hereby enter into a Joint Stipulation with regard to the captioned proceeding as follows:

1. The Stipulating Parties do not object to the entry of the prepared, preserved written testimony of each of the Stipulating Parties into the record and each agrees to waive cross examination of the Stipulating Parties' witness(es) with respect to that testimony.
2. Pittsburgh United reserve the right to cross examine PWSA's witnesses with respect to any oral rejoinder testimony provided at hearing in the above captioned matter.
3. The Stipulating Parties respectfully request that the following interrogatory responses, attached hereto as Appendix A, be admitted into the evidentiary record in the above-captioned proceeding, and stipulate to the accuracy and truthfulness of the facts and data contained therein:
  - United to PWSA I-2 (revised)
  - United to PWSA I-4
  - United to PWSA I-9
  - United to PWSA I-19
  - United to PWSA I-22

- United to PWSA II-3
- United to PWSA II-5
- United to PWSA II-6
- United to PWSA II-8
- United to PWSA II-11
- United to PWSA III-26
- OCA to PWSA I-1
- OCA to PWSA I-7
- OCA to PWSA I-9
- OCA to PWSA I-20
- OCA to PWSA I-29
- OCA to PWSA III-8

**WHEREFORE**, the Stipulating Parties, by their respective counsel, respectfully request that the Honorable Administrative Law Judge Eranda Vero admit the foregoing interrogatory responses into the record in this proceeding.

Respectfully Submitted,

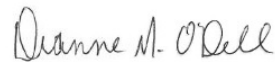
*Counsel for Pittsburgh United*



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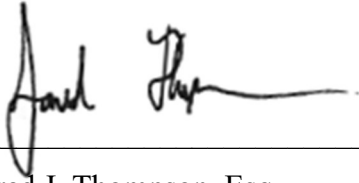
Ria M. Pereira, Esq.  
Elizabeth R. Marx, Esq.  
John W. Sweet, Esq.  
Lauren Berman, Esq.  
Pennsylvania Utility Law Project  
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Harrisburg, PA 17101  
[pulp@pautilitylawproject.org](mailto:pulp@pautilitylawproject.org)

*Counsel for PWSA*



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*Counsel for Pittsburgh United*

A handwritten signature in black ink, appearing to read "Jared J. Thompson", with a horizontal line extending to the right from the end of the signature.

Jared J. Thompson, Esq.  
Peter J. DeMarco, Esq.  
Natural Resources Defense Council  
1152 15th Street NW, Ste. 300  
Washington, DC 20005  
Telephone: (202) 513-6249  
[jared.thompson@nrdc.org](mailto:jared.thompson@nrdc.org)  
[pdemarco@nrdc.org](mailto:pdemarco@nrdc.org)

Dated August 11, 2021

**Pittsburgh United / Pittsburgh Water and Sewer Authority  
Joint Stipulation - Appendix A**

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of Pittsburgh UNITED (“UNITED”), Set I in Docket Nos. R-2021-3024773 (water); R-2021-3024774 (wastewater) and R-2021-3024779 (stormwater)**

**Request: UNITED-I-2** For 2018, 2019, 2020, and to date in 2021, please indicate how many customers participated in the BDP program on a monthly basis as of the last day of the month, disaggregated by the following Federal Poverty Level ranges:

- A. 0-50% FPL;
- B. 51-100% FPL; and
- C. 101-150% FPL.

If unavailable on a monthly basis, please provide annual data and explain in detail why monthly data is unavailable.

**Response:** See UNITED-I-2 Attach A through Attach D which provides the data from January 2018 through April 2021.

**Response provided by:** Julie A. Quigley, Director of Customer Service  
The Pittsburgh Water and Sewer Authority

**Dated:** May 25, 2021



UNITED-I-2 Attach B (Rev) 2019 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

33 0-50% FPL  
50 51-100% FPL  
26 101-150% FPL  
13 > 150% FPL  
59 N/A

UNITED-I-2 Attach B (Rev) 2019 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

47 0-50% FPL

43 51-100% FPL

27 101-150% FPL

10 > 150% FPL

76 N/A

UNITED-I-2 Attach B (Rev) 2019 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

20 0-50% FPL  
37 51-100% FPL  
26 101-150% FPL  
11 > 150% FPL  
51 N/A

UNITED-I-2 Attach B (Rev) 2019 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

26 0-50% FPL

40 51-100% FPL

17 101-150% FPL

8 > 150% FPL

64 N/A

UNITED-I-2 Attach B (Rev) 2019 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

- 15 0-50% FPL
- 12 51-100% FPL
- 13 101-150% FPL
- 5 > 150% FPL
- 51 N/A

UNITED-I-2 Attach B (Rev) 2019 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

12 0-50% FPL  
15 51-100% FPL  
10 101-150% FPL  
1 > 150% FPL  
69 N/A

UNITED-I-2 Attach B (Rev) 2019 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

13 0-50% FPL  
20 51-100% FPL  
11 101-150% FPL  
4 > 150% FPL  
36 N/A

UNITED-I-2 Attach B (Rev) 2019 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

16 0-50% FPL

21 51-100% FPL

13 101-150% FPL

2 > 150% FPL

35 N/A



UNITED-I-2 Attach B (Rev) 2019 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

11 0-50% FPL  
11 51-100% FPL  
9 101-150% FPL  
4 > 150% FPL  
26 N/A

UNITED-I-2 Attach B (Rev) 2019 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

14 0-50% FPL  
20 51-100% FPL  
9 101-150% FPL  
3 > 150% FPL  
44 N/A

UNITED-I-2 Attach B (Rev) 2019 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

19 0-50% FPL

23 51-100% FPL

13 101-150% FPL

1 > 150% FPL

69 N/A

UNITED-I-2 Attach B (Rev) 2019 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

14 0-50% FPL  
27 51-100% FPL  
16 101-150% FPL  
3 > 150% FPL  
43 N/A

UNITED-I-2 Attach B (Rev) 2019 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

33 0-50% FPL  
50 51-100% FPL  
26 101-150% FPL  
13 > 150% FPL  
59 N/A

UNITED-I-2 Attach B (Rev) 2019 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

47 0-50% FPL

43 51-100% FPL

27 101-150% FPL

10 > 150% FPL

76 N/A

UNITED-I-2 Attach B (Rev) 2019 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

20 0-50% FPL

37 51-100% FPL

26 101-150% FPL

11 > 150% FPL

51 N/A

UNITED-I-2 Attach B (Rev) 2019 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

26 0-50% FPL

40 51-100% FPL

17 101-150% FPL

8 > 150% FPL

64 N/A



UNITED-I-2 Attach B (Rev) 2019 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

- 15 0-50% FPL
- 12 51-100% FPL
- 13 101-150% FPL
- 5 > 150% FPL
- 51 N/A

UNITED-I-2 Attach B (Rev) 2019 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

12 0-50% FPL  
15 51-100% FPL  
10 101-150% FPL  
1 > 150% FPL  
69 N/A

UNITED-I-2 Attach B (Rev) 2019 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

13 0-50% FPL  
20 51-100% FPL  
11 101-150% FPL  
4 > 150% FPL  
36 N/A

UNITED-I-2 Attach B (Rev) 2019 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

16 0-50% FPL

21 51-100% FPL

13 101-150% FPL

2 > 150% FPL

35 N/A

UNITED-I-2 Attach B (Rev) 2019 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

11 0-50% FPL  
11 51-100% FPL  
9 101-150% FPL  
4 > 150% FPL  
26 N/A

UNITED-I-2 Attach B (Rev) 2019 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

14 0-50% FPL  
20 51-100% FPL  
9 101-150% FPL  
3 > 150% FPL  
44 N/A

UNITED-I-2 Attach B (Rev) 2019 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

19 0-50% FPL

23 51-100% FPL

13 101-150% FPL

1 > 150% FPL

69 N/A

UNITED-I-2 Attach B (Rev) 2019 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

14 0-50% FPL  
27 51-100% FPL  
16 101-150% FPL  
3 > 150% FPL  
43 N/A



UNITED-I-2 Attach C (Rev) 2020 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

29 0-50% FPL  
36 51-100% FPL  
24 101-150% FPL  
7 > 150% FPL  
36 N/A

UNITED-I-2 Attach C (Rev) 2020 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

16 0-50% FPL  
24 51-100% FPL  
19 101-150% FPL  
6 > 150% FPL  
62 N/A

UNITED-I-2 Attach C (Rev) 2020 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

13 0-50% FPL  
18 51-100% FPL  
12 101-150% FPL  
3 > 150% FPL  
56 N/A

UNITED-I-2 Attach C (Rev) 2020 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

7 0-50% FPL

9 51-100% FPL

6 101-150% FPL

4 > 150% FPL

54 N/A

UNITED-I-2 Attach C (Rev) 2020 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

9 0-50% FPL

13 51-100% FPL

11 101-150% FPL

3 > 150% FPL

56 N/A

UNITED-I-2 Attach C (Rev) 2020 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

14 0-50% FPL  
11 51-100% FPL  
8 101-150% FPL  
5 > 150% FPL  
41 N/A

UNITED-I-2 Attach C (Rev) 2020 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

13 0-50% FPL  
15 51-100% FPL  
9 101-150% FPL  
6 > 150% FPL  
45 N/A

UNITED-I-2 Attach C (Rev) 2020 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

13 0-50% FPL  
11 51-100% FPL  
5 101-150% FPL  
7 > 150% FPL  
34 N/A



UNITED-I-2 Attach C (Rev) 2020 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

- 11 0-50% FPL
- 12 51-100% FPL
- 13 101-150% FPL
- 4 > 150% FPL
- 33 N/A

UNITED-I-2 Attach C (Rev) 2020 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

- 11 0-50% FPL
- 14 51-100% FPL
- 10 101-150% FPL
- 4 > 150% FPL
- 45 N/A

UNITED-I-2 Attach C (Rev) 2020 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

7 0-50% FPL

12 51-100% FPL

7 101-150% FPL

7 > 150% FPL

44 N/A

UNITED-I-2 Attach C (Rev) 2020 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

5 0-50% FPL

14 51-100% FPL

9 101-150% FPL

11 > 150% FPL

50 N/A

UNITED-I-2 Attach D (Rev) YTD 2021 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

17 0-50% FPL  
21 51-100% FPL  
10 101-150% FPL  
6 > 150% FPL  
34 N/A

UNITED-I-2 Attach D (Rev) YTD 2021 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

- 17 0-50% FPL
- 19 51-100% FPL
- 11 101-150% FPL
- 3 > 150% FPL
- 63 N/A

UNITED-I-2 Attach D (Rev) YTD 2021 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

9 0-50% FPL

15 51-100% FPL

5 101-150% FPL

2 > 150% FPL

44 N/A

UNITED-I-2 Attach D (Rev) YTD 2021 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

- 13 0-50% FPL
- 17 51-100% FPL
- 8 101-150% FPL
- 6 > 150% FPL
- 26 N/A



UNITED-I-2 Attach D (Rev) YTD 2021 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

- 17 0-50% FPL
- 25 51-100% FPL
- 22 101-150% FPL
- 8 > 150% FPL
- 45 N/A

UNITED-I-2 Attach D (Rev) YTD 2021 All New BDP Enrollees w FPL where avail

Accounts Federal Poverty Level range

19 0-50% FPL  
31 51-100% FPL  
26 101-150% FPL  
8 > 150% FPL  
69 N/A

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of Pittsburgh UNITED (“UNITED”), Set I in Docket Nos. R-2021-3024773 (water); R-2021-3024774 (wastewater) and R-2021-3024779 (stormwater)**

**Request: UNITED-I-4** From January 2018 to present, disaggregated by month as of the last day of the month, please identify how many PWSA customers received a Hardship Grant, disaggregated by the following Federal Poverty Level ranges: 0-50% FPL; 51-100% FPL; and 101-150% FPL. If unavailable on a monthly basis, please provide annual data and explain in detail why monthly data is unavailable.

**Response:** See UNITED-I-4 Attach A through Attach D which provides the requested information from January 2018 through April 2021.

**Response provided by:** Julie A. Quigley, Director of Customer Service  
The Pittsburgh Water and Sewer Authority

**Dated:** May 25, 2021

## UNITED-I-4 Attach A Hardship Grant by FPL 2018

Month/Year	Number	FPL
Apr-18	3	0-50%
May-18	8	0-50%
Jun-18	9	0-50%
Jul-18	2	0-50%
Aug-18	3	0-50%
Oct-18	8	0-50%
Nov-18	5	0-50%
Dec-18	3	0-50%

## UNITED-I-4 Attach A Hardship Grant by FPL 2018

Month/Year	Number	FPL
Apr-18	4	51-100%
May-18	8	51-100%
Jun-18	5	51-100%
Jul-18	7	51-100%
Aug-18	8	51-100%
Oct-18	8	51-100%
Nov-18	8	51-100%
Dec-18	1	51-100%

## UNITED-I-4 Attach A Hardship Grant by FPL 2018

Month/Year	Number	FPL
Apr-18	2	101-150%
May-18	4	101-150%
Jun-18	5	101-150%
Jul-18	3	101-150%
Aug-18	4	101-150%
Sep-18	1	101-150%
Oct-18	5	101-150%
Nov-18	3	101-150%
Dec-18	1	101-150%

## UNITED-I-4 Attach B Hardship Grant by FPL 2019

Month/Year	Number	FPL
Jan-19	4	0-50%
Feb-19	2	0-50%
Mar-19	2	0-50%
Apr-19	16	0-50%
May-19	6	0-50%
Jun-19	9	0-50%
Jul-19	3	0-50%
Aug-19	4	0-50%
Sep-19	4	0-50%
Oct-19	4	0-50%
Nov-19	6	0-50%
Dec-19	7	0-50%

## UNITED-I-4 Attach B Hardship Grant by FPL 2019

Month/Year	Number	FPL
Jan-19	3	51-100%
Feb-19	1	51-100%
Mar-19	2	51-100%
Apr-19	13	51-100%
May-19	7	51-100%
Jun-19	13	51-100%
Jul-19	2	51-100%
Aug-19	4	51-100%
Sep-19	6	51-100%
Oct-19	8	51-100%
Nov-19	7	51-100%
Dec-19	5	51-100%



## UNITED-I-4 Attach B Hardship Grant by FPL 2019

Month/Year	Number	FPL
Jan-19	3	101-150%
Feb-19	2	101-150%
Apr-19	9	101-150%
May-19	2	101-150%
Jun-19	6	101-150%
Jul-19	2	101-150%
Aug-19	2	101-150%
Sep-19	6	101-150%
Oct-19	1	101-150%
Nov-19	6	101-150%
Dec-19	3	101-150%

UNITED-I-4 Attach C Hardship Grant by FPL 2020

Month/Year	Number	FPL
Jan-20	6	0-50%
Feb-20	1	0-50%
Mar-20	1	0-50%
Dec-20	6	0-50%

UNITED-I-4 Attach C Hardship Grant by FPL 2020

Month/Year	Number	FPL
Jan-20	5	51-100%
Mar-20	1	51-100%
Dec-20	3	51-100%

UNITED-I-4 Attach C Hardship Grant by FPL 2020

Month/Year	Number	FPL
Jan-20	1	101-150%
Feb-20	1	101-150%
Dec-20	2	101-150%

UNITED-I-4 Attach D Hardship Grant by FPL Jan 2021 to Apr 2021

Month/Year	Number	FPL
Jan-21	5	0-50%
Feb-21	7	0-50%
Mar-21	8	0-50%
Apr-21	3	0-50%

## UNITED-I-4 Attach D Hardship Grant by FPL Jan 2021 to Apr 2021

Month/Year	Number	FPL
Jan-21	7	51-100%
Feb-21	7	51-100%
Mar-21	16	51-100%
Apr-21	2	51-100%

UNITED-I-4 Attach D Hardship Grant by FPL Jan 2021 to Apr 2021

Month/Year	Number	FPL
Jan-21	4	101-150%
Feb-21	8	101-150%
Mar-21	6	101-150%
Apr-21	2	101-150%

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of Pittsburgh UNITED (“UNITED”), Set I in Docket Nos. R-2021-3024773 (water); R-2021-3024774 (wastewater) and R-2021-3024779 (stormwater)**

**Request: UNITED-I-9** Please provide a copy of any internal memoranda or reports, analyses, or other formal or informal documents or communications which discuss or analyze:

- A. The impact of COVID-19 on average residential usage rates;
- B. The impact of COVID-19 on average residential usage rates for low income consumers;
- C. The impact of COVID-19 on residential customer’s arrearage amounts;
- D. The impact of COVID-19 on the arrearage amounts of low-income customers; and/or
- E. The impact of COVID-19 on the arrearage amounts of customers enrolled in the BDP.

**Response:** In response to “A”, see Attachment UNITED-I-9 2019-2020 Billed Amount and Consumption Comparison. Regarding “B” through “E”, PWSA has assumed that there is an impact of COVID-19 on low income customers due to the impact to the economy locally, and PWSA has responded with several measures intended to engage and assist struggling customers during this pandemic. See OCA-III-8.

**Response provided by:** Julie A. Quigley, Director of Customer Service  
The Pittsburgh Water and Sewer Authority

**Dated:** May 25, 2021



Consumption Totals in GALS		Class Breakdown for Dollars										Class Breakdown for Consumption								
PWSA Customers Only		Residential	Commercial	Health & Education	Industrial	Fire	Unknown	Wholesale	Flower Garden	Totals	Residential	Commercial	Health & Education	Industrial	Fire	Unknown	Wholesale	Flower Garden	Totals	
January 2019	652,992,000	\$6,873,684.61	\$6,541,842.58	\$2,088,860.80	\$139,992.19	\$58,409.27	\$9,149.08	\$557,538.75	\$36.25	\$16,269,513.53	224,790,000	251,963,000	70,333,000	9,393,000	586,000	11,047,000	84,880,000		0	652,992,000
February 2019	743,294,000	\$7,670,233.74	\$6,893,549.91	\$2,616,980.15	\$201,215.36	\$58,127.53	\$10,393.47	\$664,749.65	\$36.52	\$18,115,286.33	253,762,000	266,590,000	88,932,000	22,211,000	589,000	11,707,000	99,503,000		0	743,294,000
March 2019	700,985,000	\$7,236,954.97	\$6,531,811.54	\$2,417,041.62	\$261,195.32	\$222,100.13	\$10,833.18	\$644,035.18	\$34.53	\$17,322,006.47	228,390,000	240,177,000	78,604,000	43,870,000	8,258,000	8,319,000	93,367,000		0	700,985,000
April 2019	759,221,000	\$7,607,542.80	\$7,153,475.86	\$3,055,640.73	\$135,860.54	\$72,807.80	\$10,038.42	\$578,367.86	\$41.11	\$18,613,775.12	239,994,000	303,999,000	122,928,000	7,711,000	808,000	153,000	83,628,000		0	759,221,000
May 2019	751,908,000	\$7,364,666.34	\$7,394,966.42	\$2,900,121.66	\$163,318.87	\$71,298.99	\$10,045.77	\$526,072.75	\$41.11	\$18,430,531.91	215,534,000	315,639,000	111,674,000	9,034,000	782,000	23,318,000	75,927,000		0	751,908,000
June 2019	836,861,000	\$7,917,645.86	\$8,235,418.37	\$3,036,159.99	\$152,972.68	\$73,584.62	\$15,779.18	\$500,725.26	\$170.75	\$19,932,456.71	236,443,000	359,199,000	118,266,000	6,622,000	874,000	35,815,000	79,626,000	16,000		836,861,000
July 2019	765,852,000	\$7,625,471.18	\$8,689,750.10	\$3,452,227.60	\$243,398.07	\$83,995.83	\$23,382.15	\$552,992.83	\$170.75	\$20,671,388.51	224,449,000	311,365,000	105,911,000	13,535,000	1,308,000	30,139,000	79,067,000	78,000		765,852,000
January 2020	627,236,000	\$7,672,088.78	\$7,013,579.42	\$2,433,571.69	\$163,674.00	\$60,414.30	\$1,485.10	\$259,176.29	\$0.00	\$17,603,989.58	224,853,000	251,372,000	73,362,000	6,175,000	524,000	45,000	70,905,000		0	627,236,000
February 2020	638,339,000	\$7,762,011.46	\$7,228,774.62	\$2,711,709.14	\$123,366.23	\$69,931.05	\$2,973.23	\$247,825.45	\$0.00	\$18,146,591.18	224,724,000	260,128,000	82,061,000	4,312,000	939,000	85,000	66,090,000		0	638,339,000
March 2020	605,363,000	\$7,479,442.71	\$6,966,378.23	\$2,739,356.44	\$153,624.87	\$60,664.20	\$2,693.79	\$234,925.48	\$0.00	\$17,637,085.72	213,288,000	241,706,000	82,953,000	4,795,000	494,000	114,000	62,013,000		0	605,363,000
April 2020	614,149,000	\$7,988,762.49	\$5,906,768.95	\$2,161,700.91	\$145,933.59	\$244,912.79	\$4,114.23	\$227,128.21	\$0.00	\$16,679,321.17	233,254,000	230,860,000	76,265,000	5,266,000	8,661,000	313,000	59,530,000		0	614,149,000
May 2020	599,342,000	\$7,891,345.50	\$5,605,323.21	\$2,147,232.14	\$159,040.30	\$60,928.49	\$4,740.32	\$237,119.43	\$0.00	\$16,105,729.39	229,652,000	220,326,000	79,533,000	5,806,000	584,000	554,000	62,887,000		0	599,342,000
June 2020	672,939,000	\$8,239,782.78	\$6,227,931.31	\$2,507,327.18	\$180,839.99	\$59,695.50	\$5,884.99	\$247,684.53	\$184.70	\$17,469,330.98	242,348,000	264,262,000	90,261,000	6,892,000	551,000	923,000	67,657,000	45,000		672,939,000
July 2020	726,183,000	\$8,572,392.23	\$7,662,148.00	\$3,308,448.97	\$211,914.58	\$60,957.40	\$17,099.27	\$270,862.56	\$8,921.01	\$20,112,744.02	256,313,000	285,745,000	98,383,000	8,178,000	553,000	1,862,000	74,569,000	580,000		726,183,000

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of Pittsburgh UNITED (“UNITED”), Set I in Docket Nos. R-2021-3024773 (water); R-2021-3024774 (wastewater) and R-2021-3024779 (stormwater)**

**Request: UNITED-I-19** For the last 12 months, please indicate:

- A. How many customer enrolled in the Pilot Arrearage Forgiveness Program, disaggregated by month;
- B. How many existing BDP customers enrolled in the Pilot Arrearage Forgiveness Program, disaggregated by month;
- C. How many newly enrolled BDP customers enrolled in the Pilot Arrearage Forgiveness Program, disaggregated by month;
- D. How many customers were removed from the Pilot Arrearage Forgiveness Program, disaggregated by month;
- E. How many customers voluntarily left the Pilot Arrearage Forgiveness Program, disaggregated by month;
- F. The mean and median dollar amount of forgiveness through the Pilot Arrearage Forgiveness Program, disaggregated by month.

**Response:** See attachment UNITED-I-19.

**Response provided by:** Julie A. Quigley, Director of Customer Service  
The Pittsburgh Water and Sewer Authority

**Dated:** May 25, 2021

UNITED-I-19 Arrearage Forgiveness Program Data

	Number
Feb-21	66
Mar-21	28
Apr-21	49

UNITED-I-19 Arrearage Forgiveness Program Data

	Number
Feb-21	3
Mar-21	1
Apr-21	4

UNITED-I-19 Arrearage Forgiveness Program Data

	Number
Mar-21	12
Apr-21	12

## UNITED-I-19 Arrearage Forgiveness Program Data

	Mean	Median
Feb-21	15	15
Mar-21	15	15
Apr-21	15	15

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of Pittsburgh UNITED (“UNITED”), Set I in Docket Nos. R-2021-3024773 (water); R-2021-3024774 (wastewater) and R-2021-3024779 (stormwater)**

**Request: UNITED-I-22** Please describe the process for applying for and enrolling in the Pilot Arrearage Forgiveness Program.

**Response:** PWSA customers who would like to take advantage of the Pilot Arrearage Forgiveness Program need to enroll in the Bill Discount Program and also enter into an income based payment plan, both of which can be accomplished by calling Customer Service at 412-255-2423.

**Response provided by:** Julie A. Quigley, Director of Customer Service  
The Pittsburgh Water and Sewer Authority

**Dated:** May 25, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of Pittsburgh UNITED (“UNITED”), Set II in Docket Nos. R-2021-3024773 (water); R-2021-3024774 (wastewater) and R-2021-3024779 (stormwater)**

**Request: UNITED-II-3** Please indicate:

- a. How many DEF staff are assigned full time to assist PWSA customers; and
- b. How many DEF staff are assigned part time to assist PWSA customers.

**Response:**

- a. There are 2 ½ DEF staff members assigned to PWSA’s programs at all times. Cross-trained staff are utilized when the dedicated CSR’s are out of the office so that PWSA’s queue at DEF is always fully staffed.
- b. The ½ time CSR is assigned to the PWSA queue all day and is also assigned to another program with a very low call volume.

**Response provided by:** Julie A. Quigley, Director of Customer Service  
The Pittsburgh Water and Sewer Authority

**Dated:** June 28, 2021



**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of Pittsburgh UNITED (“UNITED”), Set II in Docket Nos. R-2021-3024773 (water); R-2021-3024774 (wastewater) and R-2021-3024779 (stormwater)**

**Request: UNITED-II-5** Please provide a copy of all contracts between Dollar Energy Fund and PWSA for program administration or other services.

**Response:** See UNITED-II-5 Attach A and Attach B.

**Response provided by:** Julie A. Quigley, Director of Customer Service  
The Pittsburgh Water and Sewer Authority

**Dated:** June 28, 2021

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made \_\_\_\_\_, 2020, by and between the **Pittsburgh Water and Sewer Authority**, a municipal authority organized and existing under the law of the Commonwealth of Pennsylvania and having its principal place of business at 1200 Penn Avenue, Pittsburgh, Pennsylvania 15222 (the “**Authority**”), and **Dollar Energy Fund**, a non-profit corporation, organized and existing under the laws of the Commonwealth of Pennsylvania and having its principal place of business at 15 Terminal Way, Pittsburgh, PA 15219 (“**DEF**”). The Authority and DEF hereinafter referred to as the “**Party**” and/or the “**Parties**.”

**WHEREAS**, the Authority requires professional services to assist the Authority in establishing a program to assist low-income customers who qualify to participate in a Moratorium, Bill Discount program and receive Payment Counseling (the “**Program**”);

**WHEREAS**, DEF, a non-profit corporation qualified under section 501(c)(3) of the Internal Revenue Code, possesses the requisite professional experience in the development, implementation, and management of financial and social programs such as that contemplated by the Authority;

**WHEREAS**, DEF has the necessary facilities, resources, and staff to provide the professional services to the Authority contemplated in this Agreement; and

**WHEREAS**, the Authority desires to engage DEF upon the terms and conditions hereinafter set forth, and DEF is willing to accept such engagement upon such terms and conditions.

**NOW, THEREFORE**, in consideration of the covenants and conditions hereinafter set forth, and intending to be legally bound, the Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein by reference.
2. **Services in Development of Program.** DEF will assist the Authority in defining and documenting the Program, including the scope and nature of a customer’s eligibility therefor, processes and procedures, and records to be maintained in the development and implementation of the Program (“**Development Services**”).
3. **Services in Administering the Program.** DEF will provide the following services to the Authority in the administration of the Program (“**Administration Services**”) (Collectively, the Development Services and the Administration Services shall be referred to as the “**Services**”):
  - a. Establish and staff a hotline to handle inbound calls from those seeking information on the Program.

- b. Take and administer customer applications for the Program.
- c. Provide two and a half (2.5) Customer Service Representatives (“CSRs”) that will solely focus on enrollment for the Program. The DEF CSRs will field all calls from Authority customers who are looking to participate in the Program. DEF CSRs will collect general data from each Authority customer, including the customer’s name, address, PWSA account number and any other information required to determine eligibility for the Program. DEF CSR’s will screen each Authority customer for eligibility in the Program.
- d. Enroll eligible low-income customers for the Program.
- e. DEF CSR’s will provide Payment Counseling and will fully educate the customer on program benefits, the need for timely payments and repercussions for non-payment. DEF representatives speak frankly with the customer and have had proven results.
- f. Provide daily reports to the Authority on DEF’s Services.
- g. DEF will serve as a liaison with the Authority.
- h. DEF will provide custom software (OSCAR) for program administration and reporting.
- i. DEF will record all customer calls. Call recordings will be available to PWSA upon request. Call recordings will be maintained for a period of four (4) years from the date of the call.
- j. DEF will provide Customer Relationship Management (CRM) system. All customer interactions will be documented. Correspondence, referrals, and enrollments will be tracked for customers whose initial contact is with DEF. CRM will provide reports on these as well as additional reports as needed.
- k. DEF will provide Bi-lingual support. DEF will provide Spanish Speaking Customer Service Representatives.
- l. DEF will monitor, test and ensure that appropriate messaging ins provided to Authority customers regarding emergency needs if the DEF call group is not available due to holidays, phone system outages, or system maintenance. Opening messaging during normal business operations should also remind customers to call the Authority for emergencies.
- m. Call back requests received will be completed in the same day received.

- n. Once customers are enrolled in the appropriate Authority program, DEF will mail enrolled customers an Enrollment Notification package which consists of an Enrollment notice letter, the Authority program agreement and Educational materials provided by the Authority, if applicable.
- o. Ineligible customers will also receive a notification letter via email. This letter will state the reasons the customer was not eligible for enrollment and direct them to contact DEF with any questions.

4. **The Authority's Obligations.** The Authority will:

- a. Work with DEF in defining and documenting the Program, as provided in section 2. above.
- b. Compensate DEF as provided in section 5.
- c. Provide one (1) Authority staff liaison that works directly with DEF on all program matters.

5. **Payment.** For DEF's Administration Services, the Authority will pay a monthly fee of eighteen-thousand, seven-hundred fifty dollars and no cent (\$18,750.00), or two-hundred twenty five thousand dollars and no cents (\$225,000.00) annually, which shall cover related staffing and administration of the customer service center, management of the Bill Discount Program, Moratorium and Payment Counseling, and use of DEF's Customer Records Management system and proprietary software. DEF shall submit monthly invoices to the Authority, no later than the fifteenth (15) day of each month detailing the monthly fee. DEF shall provide such supporting documentation or data as the Authority may reasonably require. The Authority shall provide payment within forty-five (45) days of receipt and approval of each invoice.

6. **Additional Services.** If DEF and/or the Authority perceives the need for or anticipates a change in the scope of Services, the requesting Party shall notify the other Party. If the Authority agrees to change the scope of the Services performed under this Agreement, the Authority shall issue a written request for such change in the scope of Services. DEF shall provide the Authority with a written estimate of the time and costs for such change in the scope of Services. If the Parties agree upon the performance of such change in the scope of Services, the Parties shall enter into a written and signed addendum or change order. Any claim for compensation for additional services must be agreed upon, in writing, by the Authority. In no event shall the Authority be liable for any claim for additional services that are not agreed upon, in writing, by the Authority.

7. **Term.** The term of this Agreement shall commence on January 1, 2020 and will continue through December 31, 2020 (the "Term"). Thereafter, this Agreement will renew for calendar year 2021, and from year to year thereafter until terminated by either party upon thirty (30) days' prior written notice.



- e. All insurance coverages must be placed with insurance carriers having an AM Best rating of A- or equivalent rating.
- f. Each policy required by this Section 9 shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced, or limits or certificate holder be deleted as an additional insured except after thirty (30) days' prior written notice, by certified mail, return-receipt requested, has been given to the Authority.
- g. All deductibles under policies required by this Section 6 shall be the responsibility of DEF.
- h. The failure of the Authority to pursue or obtain any certificate of insurance or endorsement or to point out any non-compliance of any certificate of insurance or endorsement shall not constitute a waiver of any of the insurance requirements of this Agreement or relieve DEF of any of its obligations hereunder.
- i. Self-funded or other non-risk transfer insurance mechanisms are not acceptable to the Authority.
- j. These insurance provisions are intended to be a separate and distinct obligation on the part of DEF. The Authority's acceptance of insurance submitted by DEF does not relieve or decrease in any way the liability of DEF for performance under this Agreement.

10. **Indemnity.** To the fullest extent permitted by law, DEF shall indemnify, defend, and hold harmless the Authority, its officers, agents and employees, from and against claims, damages, losses and expenses for bodily injury, death or physical injury to tangible property, or the loss of use thereof, caused or allegedly caused by or arising from the performance of DEF under this Agreement. To the fullest extent permitted by law, DEF shall indemnify, save and hold harmless, and defend the Authority, its officers, agents and employees from all liens, charges, claims, demands, losses, costs, judgments, liabilities and damages of every kind and nature whatsoever, including, but not limited to, court costs and attorney's fees arising from or based upon any violation by DEF of any applicable laws, regulations, ordinances or codes. The defense and indemnification obligations accepted by DEF shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by DEF, or by DEF's subcontractors or permitted assigns, pursuant to any applicable workers' compensation statute or disability benefit statute or any other employee benefit law, rule or regulation.

11. **Rights in Data; Copyrights; Disclosure.** All Data (defined as written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representations) developed pursuant to this Agreement shall be the property of the Authority and the Authority shall have the full right to use such Data for any official purpose and in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to or approval by DEF. The Authority shall have unrestricted authority to

publish, disclose, distribute and otherwise use, in whole or in part, any Data developed or prepared under this Agreement. However, any reuse of such Data by the Authority on any other project shall be at the sole risk of the Authority. No Data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or in any other country. DEF hereby relinquishes or shall cause to be relinquished any and all copyrights and/or privileges to Data developed or prepared under this Agreement without any additional payment to DEF therefor. However, DEF may use copies of DEF's work products prepared pursuant to this Agreement as part of its record of professional activity. DEF shall not include in the Data any copyrighted matter unless DEF obtains the written approval of the Authority.

12. **Dissemination of Information.** DEF agrees to not release any information related to the Services or the performance of Services under this Agreement, nor publish any reports or documents related to the Agreement with the prior written consent of the Authority. DEF agrees to hold all materials and information belonging to the Authority or the Authority's agents in the strictest confidence and not to make use thereof other than for the performance of its contractual obligations, to release it or to disclosure it to any other entity and/or individual. Any information of a restricted nature provided to DEF by the Authority in the course of implementation of this Agreement shall be handled in accordance with the restrictions placed thereon by the Authority. Information or documents given to or generated by DEF in the course of the Agreement shall be considered restricted information and subject to handling and dissemination restrictions as specified herein and/or as specified by the Authority.

13. **Confidentiality.** DEF agrees to not, either during or after performance of the Agreement, except as required in the performance of the Services or with the prior written consent of the Authority, communicate or divulge to, or use for the benefit of DEF, or any other person, firm, association, or corporation, any confidential and/or proprietary information of the Authority, including but not limited to the deliverables of this Agreement and other data reviewed or developed during the course of the Agreement.

14. **Anti-Discrimination.** DEF shall not discriminate in its employment on the basis of race, color, religion, ancestry, national origin, place of birth, sex, age, disability, non-job related handicap or sexual orientation. DEF shall comply with the applicable provisions of the Pittsburgh Code, Title Six - Conduct, Article V - Discrimination, and any amendments thereto. DEF shall also comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act, any amendments thereto and any regulations issued thereunder. DEF shall incorporate in any subcontracts which may be permitted under the terms of this Agreement a requirement that said subcontractors also comply with the provisions of this Section.

16. **Termination.** Either party may terminate this Agreement at any time (i) upon mutual written agreement of the parties; (ii) upon the occurrence of any breach of this Agreement which breach is not cured within thirty (30) days after receipt of written notice thereof; or (iii) if either party is declared bankrupt or insolvent, or makes an assignment for the benefit of its creditors, or if a receiver is appointed or any proceedings are commenced, voluntarily or involuntarily, by or against either party under any bankruptcy or similar law. The Authority shall have the right to terminate this Agreement at any time whether for cause or convenience whenever the Authority determines such termination to be in its own best interest. In

such event, the Authority shall pay DEF all billings for Services satisfactorily completed through the date of termination, less the sums DEF shall have already been paid on account of the Services performed. In the event of a termination for convenience, DEF shall not be entitled to overhead or lost profits on any Services not performed. Notwithstanding the expiration or termination of this Agreement, the rights and obligations set forth in this Agreement shall continue in full force and effect.

17. **Subcontracted Services.** With the Authority's prior written consent, DEF may contract with a third party to provide certain of the Administration Services in furtherance of this Agreement. Such approval or consent will not relieve DEF of its obligations under this Agreement.

18. **Independent Contractor.** The relationship between the Parties is that of independent contracting parties. Nothing contained in this Agreement or the course of conduct between the parties will be considered to form a partnership, employment relationship, or any other relationship except that of independent contractor. In performance of the Services under this Agreement, DEF is an independent contractor with the authority to control and direct the performance of the Services.

19. **Taxes.** DEF shall be solely responsible to pay all applicable federal, state and local taxes and to file all related returns and reports in connection with the performance of Services. DEF acknowledges that the Authority has no obligation to and shall not withhold taxes of any kind or nature with respect to the Services performed by DEF. DEF shall defend, indemnify and hold the Authority harmless to the extent of any obligation of DEF to pay any taxes, whether income or otherwise, in connection with any payments made to DEF by the Authority.

20. **Assignment.** Neither Party may assign its rights hereunder without the prior written consent of the other.

21. **Notices.** Any notice required or permitted to be given under this Agreement must be in writing and may be delivered in person, by registered mail, facsimile or by overnight courier addressed to the respective Party at the address set forth in the introduction of this Agreement or such changed address as may be given by a Party to the other by such written notice. Any such notice will be considered to have been given when personally delivered or five (5) business days after the date of mailing or one (1) business day after the date of forwarding if sent by facsimile or overnight courier.

22. **Binding Agreement; Successors.** This Agreement will be binding upon, inure to the benefit of and be enforceable by, the successors and approved assigns of the parties hereto.

23. **Governing Law, Disputes and Controversies.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to any applicable principles of conflicts of laws. Should any dispute or controversy whatsoever arise between DEF and the Authority with respect to the Agreement or any



Services performed by DEF or its subconsultants or permitted assigns pursuant to the Agreement, then the complaining Party shall give the other party thirty (30) days' written notice of the complaining Party's intent to resort to legal action. If DEF chooses to pursue legal action against the Authority, it must commence such legal action within one (1) year of the accrual of any such alleged claim. Any dispute resulting in legal action shall be adjudicated solely and exclusively within the jurisdiction of the Court of Common Pleas of Allegheny County, Pennsylvania.

24. **Waiver.** The failure of either Party to require the performance of any term or obligation of this Agreement, or the waiver by either Party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

25. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

26. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all other agreements, whether oral or written, between the Parties with respect to such subject matter. This Agreement may be amended only by a written agreement executed by each of the Parties hereto.

27. **Audit.** At any time up to three years after the day of final payment, DEF will provide the Authority with access to its records related, in any way, to the Program and/or this Agreement for inspection and audit.

28. **Counterparts; Facsimile.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or electronic transmission, and a facsimile or electronic version of this Agreement or of a signature of a Party will be effective as an original.

29. **Survival.** The confidentiality provisions of paragraph 13 shall survive the term of this agreement and exist into perpetuity.

30. **Authority's Authorizing Resolution.** This agreement was authorized by the Authority's Resolution No. 231, dated December 20, 2019.

[signatures follow on next page]

**IN WITNESS WHEREOF**, the Parties have executed this agreement as of the date first above written.

WITNESS: THE PITTSBURGH WATER AND SEWER AUTHORITY

Debra Gibson By: Robert Weimar  
Title: Executive Director  
Print name: Robert Weimar

Approved as to form:

Debbie Lestitvan  
Legal Counsel for the Authority  
Gen Presutti  
Finance Director for the Authority

WITNESS: DOLLAR ENERGY FUND

Calvin Allen By: [Signature]  
Title: CFO  
Print name: Daniel V. Caponi

## SERVICES AGREEMENT

9/29/2020

THIS SERVICES AGREEMENT (“Agreement”) is made this \_\_\_\_ day of September, 2020, by and between The Pittsburgh Water and Sewer Authority, a municipal authority organized and existing under the law of the Commonwealth of Pennsylvania and having its principal place of business at 1200 Penn Avenue, Pittsburgh, Pennsylvania 15222 (the “Authority”), and Dollar Energy Fund, Inc., a non-profit corporation, organized and existing under the laws of the Commonwealth of Pennsylvania and having its principal place of business at 15 Terminal Way, Pittsburgh, Pennsylvania 15219 (“DEF”). The Authority and DEF hereinafter referred to as the “Party” and/or the “Parties.”

WHEREAS, the Authority requires professional services to assist the Authority in establishing an income-based, private-side Lead Service Line Reimbursement Program (the “Program”);

WHEREAS, DEF, a non-profit corporation qualified under section 501(c)(3) of the Internal Revenue Code, possesses the requisite professional experience in the development, implementation, and management of financial and social programs such as that contemplated by the Authority;

WHEREAS, DEF has the necessary facilities, resources, and staff to provide the professional services to the Authority contemplated in this Agreement; and

WHEREAS, the Authority desires to engage DEF upon the terms and conditions hereinafter set forth, and DEF is willing to accept such engagement upon such terms and conditions.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter set forth, and intending to be legally bound, the Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein by reference.

2. **Services in Administering the Program.** DEF will provide the following services to the Authority in the administration of the Program (“Administration Services”) (collectively, the Development Services and the Administration Services shall be referred to as the “Services”):

- a. Establish and staff a hotline to handle inbound calls from those seeking information on the Program.
- b. Inform Authority customers calling about or enrolled in other DEF assistance programs of the existence and nature of the Program and those who may qualify for reimbursement under the Program.

- c. Review Authority customers income levels to determine a customer's reimbursement level for the Program.
- d. DEF will serve as a liaison with the Authority.
- e. Provide a weekly report to the Authority with the list of customers who called about the Program and their income level as compared to the Federal Poverty Level.
- f. DEF will record all customer calls. Call recordings will be available to PWSA upon request. Call recordings will be maintained for a period of four (4) years from the date of the call.
- g. DEF will provide Bi-lingual support. DEF will provide Spanish Speaking Customer Service Representatives.

3. **The Authority's Obligations.** The Authority will:

- a. Work with DEF.
- b. Compensate DEF as provided in section 4.
- c. Provide one (1) Authority staff liaison who works directly with DEF on all Program matters.

4. **Payment.** For DEF's Administration Services provided in Section 2, the Authority will pay DEF \$10.00 for each call as documented in Section 2.e, at a not-to-exceed price of \$15,000.00 for the term of this Agreement, which shall cover related staffing and administration of the customer service center, and use of DEF's Customer Records Management system and proprietary software. DEF shall submit monthly invoices to the Authority, no later than the fifteenth (15) day of each month detailing the number of calls for the preceding month and the amount due and owed to DEF. DEF shall provide such supporting documentation or data as the Authority may reasonably require. The Authority shall provide payment within forty-five (45) days of receipt and approval of each invoice.

5. **Additional Services.** If DEF and/or the Authority perceives the need for or anticipates a change in the scope of Services, the requesting Party shall notify the other Party. If the Authority agrees to change the scope of the Services performed under this Agreement, the Authority shall issue a written request for such change in the scope of Services. DEF shall provide the Authority with a written estimate of the time and costs for such change in the scope of Services. If the Parties agree upon the performance of such change in the scope of Services, the Parties shall enter into a written and signed addendum or change order. Any claim for compensation for additional services must be agreed upon, in writing, by the Authority. In no event shall the Authority be liable for any claim for additional services that are not agreed upon, in writing, by the Authority.

6. **Term.** The term of this Agreement shall commence on September 1, 2020 and continue through December 31, 2021 (the "Term"). Thereafter, this Agreement may be extended, at the option and the written consent of the Authority and DEF, for additional one-year terms (the "Additional Term").

7. **Standard of Care.** DEF shall perform the Services with care, skill, due and reasonable diligence in accordance with practices and procedures accepted in the areas of Services anticipated by this Agreement. DEF warrants that it shall use sound and professional principles and practices in accordance with normally accepted industry standards in the performance of the Services furnished under this Agreement, and that its performance shall reflect its best professional knowledge, skill and judgment. DEF shall comply with all applicable Federal, state and local laws, ordinances, codes and regulations. If DEF fails to meet applicable professional standards, DEF shall, without additional compensation, correct or revise any errors or deficiencies in the Services furnished under this Agreement. DEF shall immediately notify the Authority of any notice of violation from and/or enforcement action instituted on behalf of any Federal, state and local entity.

8. **Insurance.** Prior to the beginning of any Services under this Agreement, DEF shall deliver to the Authority certificates of insurance evidencing the following minimum coverages:

- a. Workers compensation insurance at statutory limits and employer's liability insurance with limits of one million (\$1,000,000.00) dollars. DEF will have attached to its policy an alternate employer endorsement naming the Authority and will provide a waiver of subrogation in favor of the Authority.
- b. Commercial general liability insurance with limits of one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) in the aggregate and containing or endorsed to contain the following coverages: contractual liability; broad form property damage; personal/advertising injury; an endorsement including the Authority as an additional insured and containing no special limitation on the scope of protection afforded the additional insured; waiver of subrogation to the benefit of all additional insureds; no explosion, collapse or underground exclusion; and, for any claims related to the Services, provision that DEF's insurance shall be primary and non-contributory and any insurance or self-insurance maintained by the Authority shall be excess of DEF's insurance and not contribute with it.
- c. Automobile liability insurance with limits of one million dollars (\$1,000,000.00) per occurrence. Automobile liability insurance with limits of fifty thousand dollars (\$50,000.00) per occurrence and five hundred thousand dollars (\$500,000.00) in the aggregate for property damage. The policy shall be endorsed to include the Authority as an additional insured and to include waiver of subrogation to the benefit of additional insureds.

- d. Except where stated otherwise in Subsection 9.a above, the policies or coverages required by this Section shall be maintained during the term of this Agreement.
- e. All insurance coverages must be placed with insurance carriers having an AM Best rating of A- or equivalent rating.
- f. Each policy required by this Section 9 shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced, or limits or certificate holder be deleted as an additional insured except after thirty (30) days' prior written notice, by certified mail, return-receipt requested, has been given to the Authority.
- g. All deductibles under policies required by this Section 6 shall be the responsibility of DEF.
- h. The failure of the Authority to pursue or obtain any certificate of insurance or endorsement or to point out any non-compliance of any certificate of insurance or endorsement shall not constitute a waiver of any of the insurance requirements of this Agreement or relieve DEF of any of its obligations hereunder.
- i. Self-funded or other non-risk transfer insurance mechanisms are not acceptable to the Authority.
- j. These insurance provisions are intended to be a separate and distinct obligation on the part of DEF. The Authority's acceptance of insurance submitted by DEF does not relieve or decrease in any way the liability of DEF for performance under this Agreement.

9. **Indemnity.** To the fullest extent permitted by law, DEF shall indemnify, defend, and hold harmless the Authority, its officers, agents and employees, from and against claims, damages, losses and expenses for bodily injury, death or physical injury to tangible property, or the loss of use thereof, caused or allegedly caused by or arising from the performance of DEF under this Agreement. To the fullest extent permitted by law, DEF shall indemnify, save and hold harmless, and defend the Authority, its officers, agents and employees from all liens, charges, claims, demands, losses, costs, judgments, liabilities and damages of every kind and nature whatsoever, including, but not limited to, court costs and attorney's fees arising from or based upon any violation by DEF of any applicable laws, regulations, ordinances or codes. The defense and indemnification obligations accepted by DEF shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by DEF, or by DEF's subcontractors or permitted assigns, pursuant to any applicable workers' compensation statute or disability benefit statute or any other employee benefit law, rule or regulation.

10. **Rights in Data; Copyrights; Disclosure.** All Data (defined as written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representations) developed

pursuant to this Agreement shall be the property of the Authority and the Authority shall have the full right to use such Data for any official purpose and in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to or approval by DEF. The Authority shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any Data developed or prepared under this Agreement. However, any reuse of such Data by the Authority on any other project shall be at the sole risk of the Authority. No Data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or in any other country. DEF hereby relinquishes or shall cause to be relinquished any and all copyrights and/or privileges to Data developed or prepared under this Agreement without any additional payment to DEF therefor. However, DEF may use copies of DEF's work products prepared pursuant to this Agreement as part of its record of professional activity. DEF shall not include in the Data any copyrighted matter unless DEF obtains the written approval of the Authority.

11. **Dissemination of Information.** DEF agrees to not release any information related to the Services or the performance of Services under this Agreement, nor publish any reports or documents related to the Agreement with the prior written consent of the Authority. DEF agrees to hold all materials and information belonging to the Authority or the Authority's agents in the strictest confidence and not to make use thereof other than for the performance of its contractual obligations, to release it or to disclosure it to any other entity and/or individual. Any information of a restricted nature provided to DEF by the Authority in the course of implementation of this Agreement shall be handled in accordance with the restrictions placed thereon by the Authority. Information or documents given to or generated by DEF in the course of the Agreement shall be considered restricted information and subject to handling and dissemination restrictions as specified herein and/or as specified by the Authority.

12. **Confidentiality.** DEF agrees to not, either during or after performance of the Agreement, except as required in the performance of the Services or with the prior written consent of the Authority, communicate or divulge to, or use for the benefit of DEF, or any other person, firm, association, or corporation, any confidential and/or proprietary information of the Authority, including but not limited to the deliverables of this Agreement and other data reviewed or developed during the course of the Agreement.

13. **Anti-Discrimination.** DEF shall not discriminate in its employment on the basis of race, color, religion, ancestry, national origin, place of birth, sex, age, disability, non-job related handicap or sexual orientation. DEF shall comply with the applicable provisions of the Pittsburgh Code, Title Six - Conduct, Article V - Discrimination, and any amendments thereto. DEF shall also comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act, any amendments thereto and any regulations issued thereunder. DEF shall incorporate in any subcontracts which may be permitted under the terms of this Agreement a requirement that said subcontractors also comply with the provisions of this Section.

14. **Collusion.** Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing this Agreement. For purposes of this Agreement, the following definitions shall apply: (1) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public

official or Authority employee in the bidding/proposal process or in the Agreement execution; (2) "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding/proposal process or the execution of the Agreement to the detriment of the Authority, (b) to establish the Agreement prices at artificial non-competitive levels, or (c) to deprive the Authority of the benefits of free and open competition; (3) "collusive practice" means a scheme or arrangement between two or more companies, with or without the knowledge of the Authority, a purpose of which is to establish Agreement prices at artificial, non-competitive levels; and (4) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding/proposal process or affect the execution of the Agreement.

15. **Conflict of Interest.** Contractor covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any investment, income, business entity, interest in real property, or other interest, directly or indirectly, which would conflict in any manner with the interests of Authority, hinder Contractor's performance of Services under this Agreement, or be affected in any manner or degree by performance of the Services hereunder. Contractor further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of Authority. Contractor agrees to always avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of Authority in the performance of the Agreement.

16. **Termination.** Either party may terminate this Agreement at any time (i) upon mutual written agreement of the parties; (ii) upon the occurrence of any breach of this Agreement which breach is not cured within thirty (30) days after receipt of written notice thereof; or (iii) if either party is declared bankrupt or insolvent, or makes an assignment for the benefit of its creditors, or if a receiver is appointed or any proceedings are commenced, voluntarily or involuntarily, by or against either party under any bankruptcy or similar law. The Authority shall have the right to terminate this Agreement at any time whether for cause or convenience whenever the Authority determines such termination to be in its own best interest. In such event, the Authority shall pay DEF all billings for Services satisfactorily completed through the date of termination, less the sums DEF shall have already been paid on account of the Services performed. In the event of a termination for convenience, DEF shall not be entitled to overhead or lost profits on any Services not performed. Notwithstanding the expiration or termination of this Agreement, the rights and obligations set forth in this Agreement shall continue in full force and effect.

17. **Subcontracted Services.** With the Authority's prior written consent, DEF may contract with a third party to provide certain of the Administration Services in furtherance of this Agreement. Such approval or consent will not relieve DEF of its obligations under this Agreement.

18. **Independent Contractor.** The relationship between the Parties is that of independent contracting parties. Nothing contained in this Agreement or the course of conduct between the parties will be considered to form a partnership, employment relationship, or any other relationship except that of independent contractor. In performance of the Services under



this Agreement, DEF is an independent contractor with the authority to control and direct the performance of the Services.

19. **Taxes.** DEF shall be solely responsible to pay all applicable federal, state and local taxes and to file all related returns and reports in connection with the performance of Services. DEF acknowledges that the Authority has no obligation to and shall not withhold taxes of any kind or nature with respect to the Services performed by DEF. DEF shall defend, indemnify and hold the Authority harmless to the extent of any obligation of DEF to pay any taxes, whether income or otherwise, in connection with any payments made to DEF by the Authority.

20. **Assignment.** Neither Party may assign its rights hereunder without the prior written consent of the other.

21. **Notices.** Any notice required or permitted to be given under this Agreement must be in writing and may be delivered in person, by registered mail, facsimile or by overnight courier addressed to the respective Party at the address set forth in the introduction of this Agreement or such changed address as may be given by a Party to the other by such written notice. Any such notice will be considered to have been given when personally delivered or five (5) business days after the date of mailing or one (1) business day after the date of forwarding if sent by facsimile or overnight courier.

22. **Binding Agreement; Successors.** This Agreement will be binding upon, inure to the benefit of and be enforceable by, the successors and approved assigns of the parties hereto.

23. **Governing Law, Disputes and Controversies.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to any applicable principles of conflicts of laws. Should any dispute or controversy whatsoever arise between DEF and the Authority with respect to the Agreement or any Services performed by DEF or its subconsultants or permitted assigns pursuant to the Agreement, then the complaining Party shall give the other party thirty (30) days' written notice of the complaining Party's intent to resort to legal action. If DEF chooses to pursue legal action against the Authority, it must commence such legal action within one (1) year of the accrual of any such alleged claim. Any dispute resulting in legal action shall be adjudicated solely and exclusively within the jurisdiction of the Court of Common Pleas of Allegheny County, Pennsylvania.

24. **Waiver.** The failure of either Party to require the performance of any term or obligation of this Agreement, or the waiver by either Party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

25. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

26. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all other agreements, whether oral or written, between the Parties with respect to such subject matter. This Agreement may be amended only by a written agreement executed by each of the Parties hereto.

27. **Audit.** At any time up to three years after the day of final payment, DEF will provide the Authority with access to its records related, in any way, to the Program and/or this Agreement for inspection and audit.

28. **Counterparts; Facsimile.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or electronic transmission, and a facsimile or electronic version of this Agreement or of a signature of a Party will be effective as an original.

**[Signatures follow on next page]**

IN WITNESS WHEREOF, the Parties have executed this Agreement, related to the provision of professional services for the income-based, private-side Lead Service Line Reimbursement Program, as of the date first above written.

WITNESS:

THE PITTSBURGH WATER AND SEWER AUTHORITY

*Debra Gibson*

By: *Will Pickering*

Title: Executive Director

Print name: Will Pickering

Approved as to form:

*Deb Lestitian*

*Edward Barca*

Solicitor

Director of Finance

WITNESS:

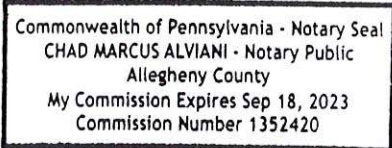
DOLLAR ENERGY FUND

*Chad Alvianni*

By: *D.V. Ceponi*

Title: CFO

Print name: Daniel V. Ceponi



**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of Pittsburgh UNITED (“UNITED”), Set II in Docket Nos. R-2021-3024773 (water); R-2021-3024774 (wastewater) and R-2021-3024779 (stormwater)**

**Request: UNITED-II-6** For 2019 to date in 2021, disaggregated by month and year, please indicate the number of calls from PWSA customers handled by DEF.

**Response:**

<b>Month</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
January	1,045	856	449
February	631	623	631
March	543	360	468
April	654	600	566
May	673	440	578
June	457	415	176 (6/17/21)
July	426	351	
August	441	406	
September	390	304	
October	763	368	
November	571	452	
December	819	389	

**Response provided by:** Julie A. Quigley, Director of Customer Service  
The Pittsburgh Water and Sewer Authority

**Dated:** June 28, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of Pittsburgh UNITED (“UNITED”), Set II in Docket Nos. R-2021-3024773 (water); R-2021-3024774 (wastewater) and R-2021-3024779 (stormwater)**

**Request: UNITED-II-8** The Low Income Assistance Advisory Committee (LIAAC) Eleventh Meeting Presentation on May 14, 2021 indicated that PWSA conducted a manual audit of DEF’s enrollment data which found errors or discrepancies in 1,172 accounts. Please answer:

- a. When was this manual audit conducted?
- b. What period of DEF enrollment data was reviewed during this manual audit?
- c. Did PWSA manually audit all DEF enrollment data during the period indicated in subsection b? If the answer to this question was no or in the negative, what percentage of DEF enrollment data during the period indicated in subsection b was reviewed during the manual audit?

**Response:**

- a. This audit began on March 11, 2021 and is still ongoing.
- b. The DEF enrollment data dates back to the inception of the Bill Discount Program, in early 2018.
- c. Yes, PWSA conducted an audit of all PWSA and DEF enrollment data. This audit will be ongoing as PWSA receives updated enrollment data from DEF.

**Response provided by:** Julie A. Quigley, Director of Customer Service  
The Pittsburgh Water and Sewer Authority

**Dated:** June 28, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of Pittsburgh UNITED (“UNITED”), Set II in Docket Nos. R-2021-3024773 (water); R-2021-3024774 (wastewater) and R-2021-3024779 (stormwater)**

**Request: UNITED-II-11** Please answer:

- a. Will the PGH2O Cares Team continue to manually review DEF reports? If so, please indicate how often and to what extent the PGH2O Cares Team will manually audit DEF reports.
- b. How much time per week will the PGH2O Cares Team members spend manually auditing DEF reports?

**Response:**

- a. Yes, the PGH2O Cares team manually reviews DEF’s eligibility reports on a daily basis and DEF’s ineligibility reports on a weekly basis to ensure accuracy. The PGH2O Cares team also reviews DEF’s enrollment data on a monthly basis while completing enrollment report comparisons.
- b. At this time, roughly 80% of the Cares team’s time is spent following up on the auditing reports; however, this is quickly changing as COVID restrictions are being lifted and the Cares team is filling up their calendar with in-person events.

**Response provided by:** Julie A. Quigley, Director of Customer Service  
The Pittsburgh Water and Sewer Authority

**Dated:** June 28, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of Pittsburgh UNITED (“UNITED”), Set III in Docket Nos. R-2021-3024773 (water); R-2021-3024774 (wastewater) and R-2021-3024779 (stormwater)**

**Request: UNITED-III-26** Currently, how many customers in PWSA’s service territory are estimated to be low income (income which is at or below 150% of the federal poverty income guidelines)? Please explain how PWSA has arrived at these estimated figure(s), and provide a copy of any report, analysis, workpaper, or other document on which PWSA relied on when estimating such figure(s).

**Response:**

PWSA does not have income for its entire customer base and therefore used an approximation to estimate the total number of customers (accounts) to be at or below 150% of the federal poverty income guidelines. The estimate for residential customers that are water and sewer customers is 19,285, slightly lower than our estimate from the 2019 Affordability report. The estimate for all residential customers is 26,681, which includes customers in the water only and sewer only service areas, since the BDP extends to these customers as well.

These numbers were calculated by first using PWSA customer data to count the number of residential customers in each census tract, then apply the percentage of the population living at or below 150% of the Federal Poverty Level in each census tract to the number of residential customers, then summing them. The poverty data is from the 2019 American Community Survey. This is shown in Attachment UNITED-III-26. It is important to note that the census information used to develop the BDP-eligible to total population factor that is applied to the count of residential properties may include population that is served by a master meter rather than an individual meter.

**Response Provided by:**

Julie A. Quigley, Director of Customer Service  
Harold J. Smith, Vice President, Raftelis Financial Consultants  
The Pittsburgh Water and Sewer Authority

**Dated:**

July 6, 2021

Estimate of Number of Customers at or Below 150% of the Federal Poverty Level  
 Completed July 2021

Total Estimated # of Water and Sewer Residential Customers at or Below 150% of the Federal Poverty Level ---> **19,285**

Census Tract GeoID	Tract Number	# of PWSA Residential Water & Sewer Customers	Population that Has Determined Poverty Status (ACS 2019)	Population at or Below 150% of Federal Poverty Level (ACS 2019)	% of Population Estimated to be at or Below 150% of the Federal Poverty Level (ACS 2019)	Estimated # of Residential Customers at or Below 150% of the Federal Poverty Level in Tract
42003010300	Census Tract 103	253	768	478	62.2%	157
42003020100	Census Tract 201	6	4,361	968	22.2%	1
42003020300	Census Tract 203	69	1,212	76	6.3%	4
42003030500	Census Tract 305	518	2,109	1,152	54.6%	283
42003040200	Census Tract 402	394	1,210	749	61.9%	244
42003040400	Census Tract 404	35	1,813	693	38.2%	13
42003040500	Census Tract 405	522	2,751	2,306	83.8%	438
42003040600	Census Tract 406	374	2,212	1,631	73.7%	276
42003040900	Census Tract 409	937	3,493	2,311	66.2%	620
42003050100	Census Tract 501	715	1,740	904	52.0%	371
42003050600	Census Tract 506	870	2,124	486	22.9%	199
42003050900	Census Tract 509	195	1,348	1,015	75.3%	147
42003051000	Census Tract 510	293	1,290	835	64.7%	190
42003051100	Census Tract 511	212	402	340	84.6%	179
42003060300	Census Tract 603	913	2,226	412	18.5%	169
42003060500	Census Tract 605	512	1,244	236	19.0%	97
42003070300	Census Tract 703	529	2,056	542	26.4%	139
42003070500	Census Tract 705	593	3,131	965	30.8%	183
42003070600	Census Tract 706	294	2,141	469	21.9%	64
42003070800	Census Tract 708	421	2,566	563	21.9%	92
42003070900	Census Tract 709	523	3,957	1,526	38.6%	202
42003080200	Census Tract 802	756	1,725	478	27.7%	209
42003080400	Census Tract 804	388	1,547	640	41.4%	161
42003080600	Census Tract 806	513	2,073	272	13.1%	67
42003080700	Census Tract 807	297	1,867	505	27.0%	80
42003080900	Census Tract 809	468	1,857	268	14.4%	68
42003090100	Census Tract 901	925	1,943	209	10.8%	99
42003090200	Census Tract 902	1,039	2,543	404	15.9%	165
42003090300	Census Tract 903	678	1,627	351	21.6%	146
42003100500	Census Tract 1005	826	1,787	229	12.8%	106
42003101100	Census Tract 1011	1,196	2,560	750	29.3%	350
42003101400	Census Tract 1014	1,380	3,027	413	13.6%	188
42003101600	Census Tract 1016	414	1,043	505	48.4%	200
42003101700	Census Tract 1017	686	1,327	484	36.5%	250
42003101800	Census Tract 1018	1,225	2,590	326	12.6%	154
42003110200	Census Tract 1102	1,075	3,953	454	11.5%	123
42003110600	Census Tract 1106	934	2,390	370	15.5%	145



42003111300	Census Tract 1113	666	2,844	898	31.6%	210
42003111400	Census Tract 1114	408	1,442	597	41.4%	169
42003111500	Census Tract 1115	468	2,770	1,287	46.5%	217
42003120300	Census Tract 1203	701	2,098	744	35.5%	249
42003120400	Census Tract 1204	312	705	490	69.5%	217
42003120700	Census Tract 1207	324	882	594	67.3%	218
42003120800	Census Tract 1208	284	718	371	51.7%	147
42003130100	Census Tract 1301	414	1,702	1,283	75.4%	312
42003130200	Census Tract 1302	497	1,383	707	51.1%	254
42003130300	Census Tract 1303	574	1,230	841	68.4%	392
42003130400	Census Tract 1304	36	945	583	61.7%	22
42003130600	Census Tract 1306	1	2,923	1,190	40.7%	0
42003140100	Census Tract 1401	868	2,381	376	15.8%	137
42003140200	Census Tract 1402	446	2,051	546	26.6%	119
42003140300	Census Tract 1403	1,124	3,431	348	10.1%	114
42003140400	Census Tract 1404	894	2,319	171	7.4%	66
42003140500	Census Tract 1405	599	1,893	254	13.4%	80
42003140600	Census Tract 1406	1,125	3,140	394	12.5%	141
42003140800	Census Tract 1408	1,270	4,476	1,054	23.5%	299
42003141000	Census Tract 1410	374	953	26	2.7%	10
42003141100	Census Tract 1411	608	1,300	225	17.3%	105
42003141300	Census Tract 1413	999	4,849	1,342	27.7%	276
42003141400	Census Tract 1414	1,645	5,004	798	15.9%	262
42003151600	Census Tract 1516	1,070	2,576	316	12.3%	131
42003151700	Census Tract 1517	2,044	5,477	685	12.5%	256
42003160800	Census Tract 1608	1,224	2,570	673	26.2%	321
42003160900	Census Tract 1609	752	2,938	940	32.0%	241
42003170200	Census Tract 1702	1,549	3,683	1,353	36.7%	569
42003170600	Census Tract 1706	831	1,715	538	31.4%	261
42003180300	Census Tract 1803	955	2,073	820	39.6%	378
42003180700	Census Tract 1807	877	1,968	560	28.5%	250
42003190300	Census Tract 1903	925	1,804	297	16.5%	152
42003191100	Census Tract 1911	1,024	2,438	439	18.0%	184
42003191400	Census Tract 1914	1,095	2,470	609	24.7%	270
42003191500	Census Tract 1915	854	1,922	356	18.5%	158
42003191600	Census Tract 1916	1	4,180	984	23.5%	0
42003191700	Census Tract 1917	1	3,416	424	12.4%	0
42003191800	Census Tract 1918	1	5,141	791	15.4%	0
42003191900	Census Tract 1919	1	2,051	368	17.9%	0
42003192000	Census Tract 1920	819	3,420	716	20.9%	171
42003202200	Census Tract 2022	612	3,087	1,249	40.5%	248
42003202300	Census Tract 2023	1,007	3,641	409	11.2%	113
42003210700	Census Tract 2107	408	2,223	538	24.2%	99
42003220600	Census Tract 2206	542	1,797	426	23.7%	128
42003240600	Census Tract 2406	275	2,326	408	17.5%	48
42003241200	Census Tract 2412	430	721	202	28.0%	120
42003250300	Census Tract 2503	872	1,149	377	32.8%	286
42003250700	Census Tract 2507	674	583	352	60.4%	407

42003250900	Census Tract 2509	23	1,026	563	54.9%	13
42003260200	Census Tract 2602	476	1,996	727	36.4%	173
42003260700	Census Tract 2607	988	1,514	118	7.8%	77
42003260900	Census Tract 2609	613	1,698	1,459	85.9%	527
42003261200	Census Tract 2612	933	1,019	62	6.1%	57
42003261400	Census Tract 2614	999	2,129	746	35.0%	350
42003261500	Census Tract 2615	667	1,693	704	41.6%	277
42003262000	Census Tract 2620	481	2,472	920	37.2%	179
42003270100	Census Tract 2701	1,132	2,760	508	18.4%	208
42003270300	Census Tract 2703	1,407	2,223	639	28.7%	404
42003270400	Census Tract 2704	72	933	232	24.9%	18
42003270800	Census Tract 2708	15	2,199	431	19.6%	3
42003271500	Census Tract 2715	1	3,234	1,340	41.4%	0
42003281400	Census Tract 2814	2	2,561	1,144	44.7%	1
42003281500	Census Tract 2815	3	1,420	363	25.6%	1
42003290100	Census Tract 2901	947	2,007	801	39.9%	378
42003290200	Census Tract 2902	214	4,486	1,622	36.2%	77
42003290400	Census Tract 2904	1,295	4,162	1,114	26.8%	347
42003300100	Census Tract 3001	27	3,863	1,861	48.2%	13
42003310200	Census Tract 3102	218	3,213	438	13.6%	30
42003310300	Census Tract 3103	1,125	997	106	10.6%	120
42003320400	Census Tract 3204	160	1,966	499	25.4%	41
42003320600	Census Tract 3206	749	2,185	305	14.0%	105
42003320700	Census Tract 3207	168	1,617	410	25.4%	43
42003561600	Census Tract 5616	390	2,090	627	30.0%	117
42003561700	Census Tract 5617	752	802	350	43.6%	328
42003561900	Census Tract 5619	1	2,232	1,096	49.1%	0
42003562000	Census Tract 5620	3	2,757	1,424	51.7%	2
42003562300	Census Tract 5623	3	2,690	1,359	50.5%	2
42003562400	Census Tract 5624	5	2,723	920	33.8%	2
42003562500	Census Tract 5625	1	2,417	1,031	42.7%	0
42003562600	Census Tract 5626	2	2,505	727	29.0%	1
42003562700	Census Tract 5627	1	1,860	566	30.4%	0
42003562800	Census Tract 5628	19	1,503	376	25.0%	5
42003562900	Census Tract 5629		1,813	729	40.2%	0
42003563000	Census Tract 5630		2,918	477	16.3%	0
42003563100	Census Tract 5631		3,524	412	11.7%	0
42003563200	Census Tract 5632		2,088	655	31.4%	0
42003980100	Census Tract 9801		0	0		
42003980500	Census Tract 9805		16	5	31.3%	0
42003980600	Census Tract 9806		13	0	0.0%	0
42003980700	Census Tract 9807		0	0		
42003980800	Census Tract 9808		0	0		
42003980900	Census Tract 9809		0	0		
42003981100	Census Tract 9811		0	0		
42003981800	Census Tract 9818		33	26	78.8%	0

<b>Totals</b>		<b>69,350</b>	<b>280,178</b>	<b>83,156</b>		<b>19,285</b>
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Estimate of Number of Customers at or Below 150% of the Federal Poverty Level  
 Completed July 2021

**Total Estimated # of Residential Customers at or Below 150% of the Federal Poverty Level ----> 26,681**

Census Tract GeoID	Tract Number	# of PWSA Residential Customers	Population that Has Determined Poverty Status (ACS 2019)	Population at or Below 150% of Federal Poverty Level (ACS 2019)	% of Population Estimated to be at or Below 150% of the Federal Poverty Level (ACS 2019)	Estimated # of Residential Customers at or Below 150% of the Federal Poverty Level in Tract
42003010300	Census Tract 103	253	768	478	62.2%	157
42003020100	Census Tract 201	6	4,361	968	22.2%	1
42003020300	Census Tract 203	69	1,212	76	6.3%	4
42003030500	Census Tract 305	518	2,109	1,152	54.6%	283
42003040200	Census Tract 402	394	1,210	749	61.9%	244
42003040400	Census Tract 404	35	1,813	693	38.2%	13
42003040500	Census Tract 405	522	2,751	2,306	83.8%	438
42003040600	Census Tract 406	374	2,212	1,631	73.7%	276
42003040900	Census Tract 409	937	3,493	2,311	66.2%	620
42003050100	Census Tract 501	715	1,740	904	52.0%	371
42003050600	Census Tract 506	870	2,124	486	22.9%	199
42003050900	Census Tract 509	195	1,348	1,015	75.3%	147
42003051000	Census Tract 510	293	1,290	835	64.7%	190
42003051100	Census Tract 511	212	402	340	84.6%	179
42003060300	Census Tract 603	913	2,226	412	18.5%	169
42003060500	Census Tract 605	512	1,244	236	19.0%	97
42003070300	Census Tract 703	529	2,056	542	26.4%	139
42003070500	Census Tract 705	593	3,131	965	30.8%	183
42003070600	Census Tract 706	294	2,141	469	21.9%	64
42003070800	Census Tract 708	421	2,566	563	21.9%	92
42003070900	Census Tract 709	523	3,957	1,526	38.6%	202
42003080200	Census Tract 802	756	1,725	478	27.7%	209
42003080400	Census Tract 804	388	1,547	640	41.4%	161
42003080600	Census Tract 806	513	2,073	272	13.1%	67
42003080700	Census Tract 807	298	1,867	505	27.0%	81
42003080900	Census Tract 809	468	1,857	268	14.4%	68
42003090100	Census Tract 901	925	1,943	209	10.8%	99
42003090200	Census Tract 902	1,039	2,543	404	15.9%	165
42003090300	Census Tract 903	678	1,627	351	21.6%	146
42003100500	Census Tract 1005	826	1,787	229	12.8%	106
42003101100	Census Tract 1011	1,196	2,560	750	29.3%	350
42003101400	Census Tract 1014	1,380	3,027	413	13.6%	188
42003101600	Census Tract 1016	414	1,043	505	48.4%	200
42003101700	Census Tract 1017	686	1,327	484	36.5%	250
42003101800	Census Tract 1018	1,225	2,590	326	12.6%	154
42003110200	Census Tract 1102	1,075	3,953	454	11.5%	123
42003110600	Census Tract 1106	934	2,390	370	15.5%	145

42003111300	Census Tract 1113	666	2,844	898	31.6%	210
42003111400	Census Tract 1114	408	1,442	597	41.4%	169
42003111500	Census Tract 1115	468	2,770	1,287	46.5%	217
42003120300	Census Tract 1203	701	2,098	744	35.5%	249
42003120400	Census Tract 1204	312	705	490	69.5%	217
42003120700	Census Tract 1207	324	882	594	67.3%	218
42003120800	Census Tract 1208	284	718	371	51.7%	147
42003130100	Census Tract 1301	706	1,702	1,283	75.4%	532
42003130200	Census Tract 1302	572	1,383	707	51.1%	292
42003130300	Census Tract 1303	583	1,230	841	68.4%	399
42003130400	Census Tract 1304	480	945	583	61.7%	296
42003130600	Census Tract 1306	1,110	2,923	1,190	40.7%	452
42003140100	Census Tract 1401	868	2,381	376	15.8%	137
42003140200	Census Tract 1402	446	2,051	546	26.6%	119
42003140300	Census Tract 1403	1,124	3,431	348	10.1%	114
42003140400	Census Tract 1404	894	2,319	171	7.4%	66
42003140500	Census Tract 1405	599	1,893	254	13.4%	80
42003140600	Census Tract 1406	1,127	3,140	394	12.5%	141
42003140800	Census Tract 1408	1,270	4,476	1,054	23.5%	299
42003141000	Census Tract 1410	379	953	26	2.7%	10
42003141100	Census Tract 1411	609	1,300	225	17.3%	105
42003141300	Census Tract 1413	999	4,849	1,342	27.7%	276
42003141400	Census Tract 1414	1,645	5,004	798	15.9%	262
42003151600	Census Tract 1516	1,070	2,576	316	12.3%	131
42003151700	Census Tract 1517	2,044	5,477	685	12.5%	256
42003160800	Census Tract 1608	1,224	2,570	673	26.2%	321
42003160900	Census Tract 1609	752	2,938	940	32.0%	241
42003170200	Census Tract 1702	1,549	3,683	1,353	36.7%	569
42003170600	Census Tract 1706	831	1,715	538	31.4%	261
42003180300	Census Tract 1803	956	2,073	820	39.6%	378
42003180700	Census Tract 1807	877	1,968	560	28.5%	250
42003190300	Census Tract 1903	926	1,804	297	16.5%	152
42003191100	Census Tract 1911	1,024	2,438	439	18.0%	184
42003191400	Census Tract 1914	1,095	2,470	609	24.7%	270
42003191500	Census Tract 1915	856	1,922	356	18.5%	159
42003191600	Census Tract 1916	1,470	4,180	984	23.5%	346
42003191700	Census Tract 1917	1,288	3,416	424	12.4%	160
42003191800	Census Tract 1918	1,937	5,141	791	15.4%	298
42003191900	Census Tract 1919	771	2,051	368	17.9%	138
42003192000	Census Tract 1920	1,244	3,420	716	20.9%	260
42003202200	Census Tract 2022	765	3,087	1,249	40.5%	310
42003202300	Census Tract 2023	1,089	3,641	409	11.2%	122
42003210700	Census Tract 2107	819	2,223	538	24.2%	198
42003220600	Census Tract 2206	612	1,797	426	23.7%	145
42003240600	Census Tract 2406	1,007	2,326	408	17.5%	177
42003241200	Census Tract 2412	408	721	202	28.0%	114
42003250300	Census Tract 2503	542	1,149	377	32.8%	178
42003250700	Census Tract 2507	275	583	352	60.4%	166

42003250900	Census Tract 2509	430	1,026	563	54.9%	236
42003260200	Census Tract 2602	889	1,996	727	36.4%	324
42003260700	Census Tract 2607	676	1,514	118	7.8%	53
42003260900	Census Tract 2609	25	1,698	1,459	85.9%	21
42003261200	Census Tract 2612	476	1,019	62	6.1%	29
42003261400	Census Tract 2614	990	2,129	746	35.0%	347
42003261500	Census Tract 2615	613	1,693	704	41.6%	255
42003262000	Census Tract 2620	933	2,472	920	37.2%	347
42003270100	Census Tract 2701	999	2,760	508	18.4%	184
42003270300	Census Tract 2703	667	2,223	639	28.7%	192
42003270400	Census Tract 2704	481	933	232	24.9%	120
42003270800	Census Tract 2708	1,133	2,199	431	19.6%	222
42003271500	Census Tract 2715	1,407	3,234	1,340	41.4%	583
42003281400	Census Tract 2814	645	2,561	1,144	44.7%	288
42003281500	Census Tract 2815	557	1,420	363	25.6%	142
42003290100	Census Tract 2901	680	2,007	801	39.9%	271
42003290200	Census Tract 2902	1,245	4,486	1,622	36.2%	450
42003290400	Census Tract 2904	1,337	4,162	1,114	26.8%	358
42003300100	Census Tract 3001	1,079	3,863	1,861	48.2%	520
42003310200	Census Tract 3102	1,311	3,213	438	13.6%	179
42003310300	Census Tract 3103	350	997	106	10.6%	37
42003320400	Census Tract 3204	738	1,966	499	25.4%	187
42003320600	Census Tract 3206	886	2,185	305	14.0%	124
42003320700	Census Tract 3207	643	1,617	410	25.4%	163
42003561600	Census Tract 5616	656	2,090	627	30.0%	197
42003561700	Census Tract 5617	257	802	350	43.6%	112
42003561900	Census Tract 5619	949	2,232	1,096	49.1%	466
42003562000	Census Tract 5620	214	2,757	1,424	51.7%	111
42003562300	Census Tract 5623	1,295	2,690	1,359	50.5%	654
42003562400	Census Tract 5624	1,032	2,723	920	33.8%	349
42003562500	Census Tract 5625	944	2,417	1,031	42.7%	403
42003562600	Census Tract 5626	1,125	2,505	727	29.0%	326
42003562700	Census Tract 5627	161	1,860	566	30.4%	49
42003562800	Census Tract 5628	455	1,503	376	25.0%	114
42003562900	Census Tract 5629	881	1,813	729	40.2%	354
42003563000	Census Tract 5630	862	2,918	477	16.3%	141
42003563100	Census Tract 5631	1,283	3,524	412	11.7%	150
42003563200	Census Tract 5632	752	2,088	655	31.4%	236
42003980100	Census Tract 9801	1	0	0		
42003980500	Census Tract 9805	3	16	5	31.3%	1
42003980600	Census Tract 9806	3	13	0	0.0%	0
42003980700	Census Tract 9807	5	0	0		
42003980800	Census Tract 9808	1	0	0		
42003980900	Census Tract 9809	2	0	0		
42003981100	Census Tract 9811	1	0	0		
42003981800	Census Tract 9818	19	33	26	78.8%	15

<b>Totals</b>		<b>94,075</b>	<b>280,178</b>	<b>83,156</b>		<b>26,681</b>
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**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of the Office of Consumer Advocate (“OCA”), Set I in Docket Nos. R-2021-3024773 (water); R-2021-3024774 (wastewater) and R-2021-3024779 (stormwater)**

**Request: OCA-I-1** Please provide, by month for each of the most recent 24-months available:

- a. The number of residential accounts disconnected for nonpayment;
- b. The average arrearage of accounts disconnected for nonpayment at the time of disconnection;
- c. The number of residential accounts reconnected after a disconnection for nonpayment;
- d. The number of Bill Discount Program (BDP) participants disconnected for nonpayment;
- e. The average arrearage of BDP participants disconnected for nonpayment at the time of disconnection;
- f. The number of BDP participants reconnected after a disconnection for nonpayment;
- g. The number of residential accounts to which a notice of disconnection was issued;
- h. The number of BDP accounts to which a notice of disconnection was issued;
- i. The number of residential accounts for which, by reason of the amount and/or age of their arrearage, would be eligible to be disconnected for nonpayment; and
- j. The number of BDP accounts for which, by reason of the amount and/or age of their arrearage, would be eligible to be disconnected for nonpayment.

For purposes of this and subsequent data requests, references to “BDP” are to be defined as references to recipients of PWSA’s Bill Discount Program assistance.

**Response:** a., c., d., f.-h. See Attachment OCA-I-1 Resi Account Disconnection and Reconnections April 2019 to April 2021

b., e., i., and j. PWSA’s Customer Information System cannot provide point in time arrearages. The data provided is from the PUC At-Risk Report from November 2020 through March 2021.

**Response provided by:** Julie A. Quigley, Director of Customer Service  
The Pittsburgh Water and Sewer Authority

**Dated:** May 12, 2021

OCA-I-1-a

## Number of Residential Accounts Disconnected for Nonpayment

Apr-19	144
May-19	165
Jun-19	327
Jul-19	171
Aug-19	234
Sep-19	198
Oct-19	178
Nov-19	180
Dec-19	19
Jan-20	50
Feb-20	50
Mar-20	68
Apr-20	0
May-20	0
Jun-20	0
Jul-20	0
Aug-20	0
Sep-20	0
Oct-20	0
Nov-20	0
Dec-20	0
Jan-21	0
Feb-21	0
Mar-21	0
Apr-21	0

OCA-I-1-c

## Residential Accounts Reconnected After Disconnection for Nonpayment

Apr-19	29
May-19	25
Jun-19	96
Jul-19	2
Aug-19	50
Sep-19	62
Oct-19	56
Nov-19	18
Dec-19	4
Jan-20	7
Feb-20	9
Mar-20	5
Apr-20	0
May-20	0
Jun-20	0
Jul-20	0
Aug-20	0
Sep-20	0
Oct-20	0
Nov-20	0
Dec-20	0
Jan-21	0
Feb-21	0
Mar-21	0
Apr-21	0



OCA-I-1-d

Bill Discount Program Participants Disconnected for Nonpayment

Apr-19	12
May-19	24
Jun-19	29
Jul-19	9
Aug-19	19
Sep-19	9
Oct-19	13
Nov-19	14
Dec-19	1
Jan-20	1
Feb-20	3
Mar-20	1
Apr-20	0
May-20	0
Jun-20	0
Jul-20	0
Aug-20	0
Sep-20	0
Oct-20	0
Nov-20	0
Dec-20	0
Jan-21	0
Feb-21	0
Mar-21	0
Apr-21	0

OCA-I-1-f

Bill Discount Program Participants Reconnected After Disconnection

Apr-19	6
May-19	4
Jun-19	8
Jul-19	1
Aug-19	4
Sep-19	2
Oct-19	7
Nov-19	0
Dec-19	0
Jan-20	0
Feb-20	0
Mar-20	0
Apr-20	0
May-20	1
Jun-20	0
Jul-20	0
Aug-20	0
Sep-20	0
Oct-20	0
Nov-20	0
Dec-20	0
Jan-21	0
Feb-21	0
Mar-21	0
Apr-21	0

OCA-I-1-g

## Residential Accounts To Which Notice of Disconnection Issued

Apr-19	3,614
May-19	4,460
Jun-19	4,125
Jul-19	4,723
Aug-19	3,975
Sep-19	3,679
Oct-19	4,008
Nov-19	3,393
Dec-19	3,067
Jan-20	3,073
Feb-20	2,840
Mar-20	1,390
Apr-20	0
May-20	0
Jun-20	0
Jul-20	0
Aug-20	0
Sep-20	0
Oct-20	0
Nov-20	0
Dec-20	0
Jan-21	0
Feb-21	0
Mar-21	0
Apr-21	0

OCA-I-1-h

## Bill Discount Program Accounts To Which A Notice of Disconnection Issued

Apr-19	668
May-19	528
Jun-19	506
Jul-19	640
Aug-19	491
Sep-19	402
Oct-19	465
Nov-19	453
Dec-19	394
Jan-20	287
Feb-20	254
Mar-20	78
Apr-20	0
May-20	0
Jun-20	0
Jul-20	0
Aug-20	0
Sep-20	0
Oct-20	0
Nov-20	0
Dec-20	0
Jan-21	0
Feb-21	0
Mar-21	0
Apr-21	0

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)  
to the Interrogatories of the Office of Consumer Advocate (“OCA”), Set I in  
Docket Nos. R-2021-3024773 (water); R-2021-3024774 (wastewater)  
and R-2021-3024779 (stormwater)**

**Request: OCA-I-7** Please provide in Excel format the number of BDP participants as of the end of the month by month for each month from January 2019 to present.

**Response:** See Attachment OCA-I-7 BDP Enrollees Jan 2019 to May 2021.

**Response provided by:** Julie A. Quigley, Director of Customer Service  
The Pittsburgh Water and Sewer Authority

**Dated:** May 12, 2021

## OCA-I-7 BDP Enrollees Jan 2019 to May 2021

Year/Month	Record Count
<b>2019</b>	<b>1129</b>
Jan	134
Feb	107
Mar	98
Apr	110
May	89
Jun	91
Jul	68
Aug	53
Sep	63
Oct	107
Nov	87
Dec	122
<b>2020</b>	<b>884</b>
Jan	96
Feb	93
Mar	60
Apr	71
May	79
Jun	69
Jul	57
Aug	56
Sep	55
Oct	95
Nov	81
Dec	72
<b>2021</b>	<b>357</b>
Jan	77
Feb	73
Mar	64
Apr	111
May	32
<b>Grand Total</b>	<b>2370</b>

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)  
to the Interrogatories of the Office of Consumer Advocate (“OCA”), Set I in  
Docket Nos. R-2021-3024773 (water); R-2021-3024774 (wastewater)  
and R-2021-3024779 (stormwater)**

**Request: OCA-I-9** In Excel format, provide a list of each Zip code served by PWSA. For each Zip code, provide:

- a. The number of residential customers in that Zip code;
- b. The number of low-income customers in that Zip code; and
- c. The number of BDP participants served in that Zip code.

**Response:** See OCA-I-9 Resi, Low-Income, BDP Participants Served by Zip Code

**Response provided by:** Julie A. Quigley, Director of Customer Service  
The Pittsburgh Water and Sewer Authority

**Dated:** May 12, 2021

## OCA-I-9 Residential, Low-Income, BDP Participants Served by Zip Code

Zip Code	Bill Discount Enrollees
15106	13
15120	14
15201	181
15203	88
15204	214
15205	67
15206	409
15207	269
15208	196
15209	60
15210	558
15211	157
15212	602
15213	95
15214	279
15216	125
15217	137
15218	13
15219	276
15220	128
15221	84
15224	161
15226	154
15227	54
15232	11
15233	37
15234	25
15235	14



**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of the Office of Consumer Advocate (“OCA”), Set I in Docket Nos. R-2021-3024773 (water); R-2021-3024774 (wastewater) and R-2021-3024779 (stormwater)**

**Request: OCA-I-20** In Excel format, by month since January 2019, provide:

- a. The number of PWSA customers receiving a PWSA hardship grant;
- b. A distribution of hardship grants by \$50 ranges;
- c. The average arrearage of PWSA customers receiving a PWSA hardship grant;
- d. A distribution of arrearages of PWSA customers receiving a PWSA hardship grant in \$50 ranges;
- e. The average hardship grant provided;
- f. The average arrearage against which a hardship grant was applied;
- g. The number of PWSA customers receiving a PWSA hardship grant for whom the arrearage was \$0 after receiving the grant; and
- h. The number of PWSA customers who were denied a PWSA hardship grant because the grant, or any combination of grant and payments, would not reduce the arrearage to \$0.

**Response:** See Attachments: (1) OCA-I-20 Attach A Hardship Grant Number and Average Apr 2019 to Apr 2021; (2) OCA-I-20 Attach B Hardship Grants by Arrearage Range Jan 2019 to Apr 2021; (3) OCA-I-20 Attach C Hardship Grants by Average Arrears Jan 2019 to Apr 2021; and, (4) OCA-I-20 Attach D Hardship Grants by Range Jan 2019 to Apr 2021. Regarding OCA-I-20.g and OCA-I-20.h, PWSA’s Customer Information System cannot provide point in time arrears.

**Response provided by:** Julie A. Quigley, Director of Customer Service  
The Pittsburgh Water and Sewer Authority

**Dated:** May 12, 2021

## OCA-I-20 Attach A Hardship Grant Number and Average Apr 2019 to Apr 2021

Month/Year	Number	Average
Apr-21	10	\$156.84
Mar-21	42	\$138.73
Feb-21	32	\$169.87
Jan-21	15	\$249.60
Dec-20	10	\$237.20
May-20	1	\$300.00
Mar-20	3	\$221.33
Feb-20	2	\$300.00
Jan-20	9	\$291.67
Dec-19	13	\$273.46
Nov-19	18	\$279.17
Oct-19	16	\$289.69
Sep-19	12	\$295.83
Aug-19	6	\$300.00
Jul-19	7	\$247.86
Jun-19	31	\$269.68
May-19	18	\$253.61
Apr-19	35	\$275.14

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”) to the Interrogatories of the Office of Consumer Advocate (“OCA”), Set I in Docket Nos. R-2021-3024773 (water); R-2021-3024774 (wastewater) and R-2021-3024779 (stormwater)**

**Request: OCA-I-29** By month for the most recent 12 months available, please provide the number of “confirmed low-income customers” disaggregated by the circumstances used to confirm the low-income status as set forth in Paragraph F.1.a of the settlement of PWSA’s last base rate case (Docket R-2020-3017951).

**Response:** PWSA began to track confirmed low income customers and the various ways in which they are identified when the PGH2O Cares was formed in March 2021.

	March 2021	April 2021
Bill Discount Rate	4,024	3,521
Bill Discount 20% Rate	506	899
Payment Arrangement	777	1,018
Lead Service Line Reimbursement	3	0
Hardship Grant	2	4
ALCOSAN Clean Water Assistance Fund	105	102
Total	5,417	5,544

**Response provided by:** Julie A. Quigley, Director of Customer Service  
The Pittsburgh Water and Sewer Authority

**Dated:** May 12, 2021

**Response of the Pittsburgh Water and Sewer Authority (“PWSA”)  
to the Interrogatories of the Office of Consumer Advocate (“OCA”), Set III in  
Docket Nos. R-2021-3024773 (water); R-2021-3024774 (wastewater)  
and R-2021-3024779 (stormwater)**

**Request: OCA-III-8** Is it correct that PWSA has not initiated the termination program authorized by the Commission in its March 18, 2021 Order for residential customers? Why not?

**Response:** Yes, it is correct that PWSA has not initiated the termination program for residential customers authorized by the Commission’s March 18, 2021 Order. As of the date of this submission, the Authority does not believe terminating water service due to non-payment for residential customers is appropriate given continued financial hardship for some customers within PWSA’s service area due to the pandemic. This approach is consistent with the continuation of the moratorium on evictions ordered by the U.S. Centers for Disease Control (CDC), as well as a local eviction moratorium in the City of Pittsburgh.

Alternatively, PWSA’s PGH2O Cares Team and Customer Service Representatives have performed 3,084 outbound calls to residential customers with past due bills and mailed 9,597 “Final Notices” to all residential customers that would have been at risk for termination thus far in 2021. In addition, the Authority developed a paid targeted digital advertising program to promote enrollment in CAP and additional COVID-19 related assistance programs. PWSA has engaged service providers and local elected officials to increase CAP enrollment as well as take advantage of the payment plans authorized by the March 18, 2021 Order.

Moreover, PWSA is collaborating with Dollar Energy Fund and Action Housing who are administering distribution of federal Emergency Rental Assistance Program (ERAP) funding to help low income customers pay down their past due balances. Distribution of the ERAP funding for past due utility bills has taken time and is only now partially beginning to flow to PWSA customers. Additional federal assistance programs like the Low Income Household Water Assistance Program (LIHWAP) have not yet been made available to PWSA or its customers. These funding sources will have the potential to be leveraged to pay off past due PWSA bills and prevent service terminations, which PWSA views as a last resort.

**Response provided by:** William J. Pickering, Chief Executive Officer  
The Pittsburgh Water and Sewer Authority

**Dated:** May 17, 2021

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission, <i>et al</i>	:	R-2021-3024773
	:	C-2021-3025473
v.	:	C-2021-3025516
	:	
Pittsburgh Water and Sewer Authority - Water	:	

Pennsylvania Public Utility Commission, <i>et al</i>	:	R-2021-3024774
	:	C-2021-3025471
v.	:	C-2021-3025517
	:	
Pittsburgh Water and Sewer Authority - Wastewater:	:	

Pennsylvania Public Utility Commission, <i>et al</i>	:	R-2021-3024779
	:	C-2021-3025474
v.	:	C-2021-3025521
	:	
Pittsburgh Water and Sewer Authority - Stormwater:	:	

**POST-HEARING ORDER**

Admitting Evidence Introduced  
at Evidentiary Hearing

On April 13, 2021, Pittsburgh Water and Sewer Authority (“PWSA”) filed with the Pennsylvania Public Utility Commission: (1) a water base rate case at Docket No. R-2021-3024773; (2) a wastewater base rate case at Docket No. R-2021-3024774; (3) a stormwater base rate case at Docket No. R-2021-3024779, (4) a Petition for Waiver of Statutory Definition of Fully Projected Future Test Year; and (5) a Petition for Consolidation of Water, Wastewater, and Stormwater Rate Proceedings and For Authorization to Use Combined Water, Wastewater, and Stormwater Revenue Requirements.

Pursuant to the Rate Filing, PWSA is asking the Commission for approval to increase its combined water, wastewater and stormwater rates by \$32.2 million, to be phased-in in 2022 and 2023. In particular, PWSA's Supplement No. 7 to Tariff Water – Pa. P.U.C. No. 1 proposes a rate increase that would increase PWSA's total annual operating revenues for water service by approximately \$12.6 million, or 10%, through rates effective January 12, 2022, and by approximately \$12.9 million, or 9.3%, through rates effective January 12, 2023. Next, PWSA's Supplement No. 6 Tariff Wastewater - Pa. P.U.C. No. 1 proposes a rate decrease that will reduce PWSA's total annual operating revenues for wastewater service by approximately \$7.8 million, or 10.6%, through rates effective January 12, 2022, and by approximately \$7.5 million, or 11.4%, through rates effective January 12, 2023. Finally, PWSA filed Tariff Storm Water - Pa. P.U.C. No. 1 proposing a rate increase that will raise PWSA's total annual operating revenues for stormwater service by approximately \$17.8 million through rates effective January 12, 2022, and by approximately \$5.9 million, through rates effective January 12, 2023.

On August 13, 2021, the presiding officer conducted the evidentiary hearing. During the evidentiary hearing, various parties identified and moved to admit evidence in the form of written statements and exhibits. All parties present waived the right to cross-examine the evidence. Accordingly, the evidence was marked and admitted into the hearing record by order of the presiding officer, without objection from any party.

The presiding officer directed the parties submitting evidence to electronically file the evidence with the Commission within two weeks of the date of this Post-Hearing Order along with a cover letter which notes the admission at the evidentiary hearing on August 13, 2021, and the issuance of the Post-Hearing Order.

AND NOW, having received evidence into the hearing record from PWSA, the statutory advocates and other active parties on August 13, 2021, without an objection; and

FURTHER, because the admitted evidence must be included in the hearing record for this proceeding; and

FURTHER, because no further hearing is to be scheduled in this proceeding.

THEREFORE,

IT IS ORDERED:

1. That all parties which sponsored and moved for the admission of the evidence at the evidentiary hearing conducted on August 13, 2021, shall reference this Post-Hearing Order when filing electronically (through eFile) with the Commission all of the items listed in Appendix A, attached, within 14 days of the date of this Order.

2. That any party wishing to place evidence into the hearing record, when the evidence is marked as “Confidential”, “Highly Confidential” or “Proprietary”, shall ensure the evidence is clearly marked as “Confidential”, “Highly Confidential” or “Proprietary” and shall reference this Post-Hearing Order when electronically mailing the evidence directly to the Commission’s Secretary, Rosemary Chiavetta, for inclusion in the Commission’s hearing record in a protected file.

Date: August 17, 2021

\_\_\_\_\_  
/s/  
Eranda Vero  
Administrative Law Judge

## Appendix A

### Pittsburgh Water and Sewer

#### Direct Testimony (dated 4/13/21)

- PWSA St. No. 1 - Direct Testimony of William J. Pickering – Exhibits WJP-1, WJP-2
- PWSA St. No. 2 – Direct Testimony of Edward Barca – Exhibits EB-1 to EB-10
- PWSA St. No. 3 – Direct Testimony of Tom Huestis – Appendix A, TH-1 to TH-5
- PWSA St. No. 4 – Direct Testimony of Harold Smith – Exhibits HJS-1 to HJS-4, HJS-1W to HJS-19W, HJS-1WW to HJS-18WW, HJS-1SW to HJS-9SW
- PWSA St. No. 5 – Direct Testimony of Barry King – Exhibits BK-1, BK-2
- PWSA St. No. 6 – Direct Testimony of Julie Quigley – Exhibits JAQ-1 to JAQ-6
- PWSA St. No. 7 – Direct Testimony of Tony Igwe – Appendix A, Exhibits TI-1 to TI-5
- PWSA St. No. 8 – Direct Testimony of Keith Readling – Appendix A, Exhibit KR-1

#### Supplemental Direct Testimony (dated 6/14/21)

- PWSA St. No. 2-SD – Supplemental Direct Testimony of Edward Barca
- PWSA St. No. 5-SD – Supplemental Direct Testimony of Barry King
- PWSA St. No. 7-SD – Supplemental Direct Testimony of Tony Igwe - Exhibit TI-6
- PWSA St. No. 8-SD – Supplemental Direct Testimony of Keith Readling

#### Rebuttal Testimony (dated 7/29/21 and 7/30/21)

- PWSA St. No. 1-R (rev. 7/30/21)-Rebuttal Testimony of William J. Pickering – Exhibit WJP-3
- PWSA St. No. 2-R – Rebuttal Testimony of Edward Barca – Exhibits EB-11 to EB-16
- PWSA St. No. 3-R (rev. 8/4/21) - Rebuttal Testimony of Thomas F. Huestis - Exhibits TH-6, TH-7
- PWSA St. No. 4-R - Rebuttal Testimony of Harold Smith – Exhibit HJS-1-R to HJS-3-R, HJS-1W-R to HJS-19W-R, HJS-1WW-R to HJS-18WW-R, HJS-1SW-R to HJS-9SW-R
- PWSA St. No. 5-R – Rebuttal Testimony of Barry King – Exhibits BK-3
- PWSA St. No. 6-R – Rebuttal Testimony of Julie Quigley – Exhibits JAQ-7 to JAQ-11
- PWSA St. No. 7-R – Rebuttal Testimony of Tony Igwe – Exhibit TI-7
- PWSA St. No. 8-R – Rebuttal Testimony of Keith Readling

#### Surrebuttal Testimony (dated 8/6/21)

- PWSA St. No. 2-SR - Surrebuttal Testimony of Edward Barca

#### Rejoinder Testimony (dated 8/10/21)

- PWSA St. No. 2-RJ – Rejoinder Testimony of Edward Barca – Exhibits EB-17 to EB-21
- PWSA St. No. 3-RJ - Rejoinder Testimony of Thomas F. Huestis
- PWSA St. No. 5-RJ - Rejoinder Testimony of Barry King – Exhibits BK-4 to BK-6



- PWSA St. No. 6-RJ – Rejoinder Testimony of Julie A. Quigley
- PWSA St. No. 8-RJ – Rejoinder Testimony of Keith Readling Non (**PWSA**)

### **Bureau of Investigation and Enforcement (I&E)**

#### Direct Testimony

- I&E St. No. 1 – Direct Testimony of Anthony Spadaccio – I&E Exhibit No. 1
- I&E St. No. 2 – Direct Testimony of D.C. Patel - I&E Exhibit No. 2
- I&E St. No. 3 – Direct Testimony of Ethan H. Cline – I&E Exhibit No. 3
- I&E St. No. 4 – Direct Testimony of Israel E. Gray – I&E Exhibit No. 4

#### Rebuttal Testimony

- I&E St. No. 2-R – Rebuttal Testimony of D.C. Patel

#### Surrebuttal Testimony

- I&E St. 1-SR – Surrebuttal Testimony of Anthony Spadaccio - I&E Exhibit No. 1-SR
- I&E St. No. 2-SR – Surrebuttal Testimony of D.C. Patel
- I&E St. No. 3-SR – Surrebuttal Testimony of Ethan H. Cline – I&E Exhibit No. 3-SR
- I&E St. No. 4-SR – Surrebuttal Testimony of Israel E. Gray – I&E Exhibit No. 4-SR
- Verification Statement of Anthony Spadaccio
- Verification Statement of D.C. Patel
- Verification Statement of Ethan H. Cline
- Verification Statement of Israel E. Gray

### **Office of Consumer Advocate**

#### Direct Testimony

- OCA St. No. 1 – Direct Testimony of Dante Mugrace - Schedules DM-1 to DM-20
- OCA St. No. 2 - Direct Testimony of David S. Habr - Exhibits DSH-1 through DSH-5
- OCA St. No.3 – Direct Testimony of Scott J. Rubin – Appendix A and Schedules SJR-1 to SJR-7
- OCA St. No. 4 – Direct Testimony of Roger D. Colton – Appendix A
- OCA St. No. 5 (rev. 7/23/21) – Direct Testimony of Barbara R. Alexander – Exhibits BA-1 through BA-3
- OCA St. No. 6 – Direct Testimony of Terry L. Fought – Appendix A and Exhibits TLF-1 through TLF-8
- OCA St. No. 7 – Direct Testimony of Morgan N. DeAngelo – Appendix A

#### Rebuttal Testimony

- OCA St. No. 3R – Rebuttal Testimony of Scott J. Rubin – Schedules SJR-8 through SJR-10

- OCA St. No. 4R – Rebuttal Testimony of Roger D. Colton

Surrebuttal Testimony

- OCA St. No. 1SR – Surrebuttal Testimony of Dante Mugrace
- OCA St. No. 2SR – Surrebuttal Testimony of David S. Habr
- OCA St. No. 3SR – Surrebuttal Testimony of Scott J. Rubin
- OCA St. No. 4SR – Surrebuttal Testimony of Roger D. Colton
- OCA St. No. 5SR – Surrebuttal Testimony of Barbara R. Alexander
- OCA St. No. 6SR – Surrebuttal Testimony of Terry L. Fought
- OCA St. No. 7SR – Surrebuttal Testimony of Morgan N. DeAngelo

**Office of Small Business Advocate**

Direct Testimony

- OSBA St. No. 1 – Direct Testimony of Brian Kalcic – Exhibit BK-1 (Schedules BK-1W through BK-4W; Schedules BK-1WW through BK-4WW; Schedules BK-1SW through BK-4SW), Referenced Interrogatories, an appendix and Mr. Kalcic’s signed Verification

Rebuttal Testimony

- OSBA St. No. 1-R – Rebuttal Testimony of Brian Kalcic – Exhibit BK-1R (Schedule BK-2SW Corrected; Schedule BK-4SW Corrected; Schedule BK-4WW Corrected), Referenced Interrogatories, and Mr. Kalcic’s signed Verification

Surrebuttal Testimony

- OSBA St. No. 1-S – Surrebuttal Testimony of Brian Kalcic – Exhibit BK-1S (Schedule BK-1W-S; Schedule BK-2W-S; Schedule BK-4W-S) and Mr. Kalcic’s signed Verification

R-2021-3024773, et al. - PA PUBLIC UTILITY COMMISSION v. THE PITTSBURGH  
WATER AND SEWER AUTHORITY

*Revised: August 9, 2021*

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**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission, <i>et al</i>	:	R-2021-3024773
	:	C-2021-3025473
v.	:	C-2021-3025516
	:	
Pittsburgh Water and Sewer Authority - Water	:	

Pennsylvania Public Utility Commission, <i>et al</i>	:	R-2021-3024774
	:	C-2021-3025471
v.	:	C-2021-3025517
	:	
Pittsburgh Water and Sewer Authority - Wastewater:	:	

Pennsylvania Public Utility Commission, <i>et al</i>	:	R-2021-3024779
	:	C-2021-3025474
v.	:	C-2021-3025521
	:	
Pittsburgh Water and Sewer Authority - Stormwater:	:	

**ERRATA**

A review of the document issued in the above-captioned proceedings on August 17, 2021, revealed an error in the document. Specifically, Appendix A failed to include the evidence moved into the record at the August 13, 2021, hearing by Pittsburgh United and admitted into the record by the presiding officer. This error has been corrected with a new heading added to Appendix A listing the written, pre-served testimony submitted by Pittsburgh United along with accompanying exhibits and appendices, witness verifications, as well as the Joint Stipulation of Pittsburgh United and the Pittsburgh Water and Sewer Authority and United/PWSA Joint Stipulation Appendix A

These changes do not alter the Ordering Paragraphs of the August 17, 2021,  
Order.

Date: August 18, 2021

/s/  
Eranda Vero  
Administrative Law Judge

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission, <i>et al</i>	:	R-2021-3024773
	:	C-2021-3025473
v.	:	C-2021-3025516
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**POST-HEARING ORDER**

Admitting Evidence Introduced  
at Evidentiary Hearing

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AND NOW, having received evidence into the hearing record from PWSA, the statutory advocates and other active parties on August 13, 2021, without an objection; and

FURTHER, because the admitted evidence must be included in the hearing record for this proceeding; and

FURTHER, because no further hearing is to be scheduled in this proceeding.

THEREFORE,

IT IS ORDERED:

1. That all parties which sponsored and moved for the admission of the evidence at the evidentiary hearing conducted on August 13, 2021, shall reference this Post-Hearing Order when filing electronically (through eFile) with the Commission all of the items listed in Appendix A, attached, within 14 days of the date of this Order.

2. That any party wishing to place evidence into the hearing record, when the evidence is marked as “Confidential”, “Highly Confidential” or “Proprietary”, shall ensure the evidence is clearly marked as “Confidential”, “Highly Confidential” or “Proprietary” and shall reference this Post-Hearing Order when electronically mailing the evidence directly to the Commission’s Secretary, Rosemary Chiavetta, for inclusion in the Commission’s hearing record in a protected file.

Date: August 18, 2021

\_\_\_\_\_  
/s/  
Eranda Vero  
Administrative Law Judge

## Appendix A

### Pittsburgh Water and Sewer Authority

#### Direct Testimony (dated 4/13/21)

- PWSA St. No. 1 - Direct Testimony of William J. Pickering – Exhibits WJP-1, WJP-2
- PWSA St. No. 2 – Direct Testimony of Edward Barca – Exhibits EB-1 to EB-10
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- PWSA St. No. 6 – Direct Testimony of Julie Quigley – Exhibits JAQ-1 to JAQ-6
- PWSA St. No. 7 – Direct Testimony of Tony Igwe – Appendix A, Exhibits TI-1 to TI-5
- PWSA St. No. 8 – Direct Testimony of Keith Readling – Appendix A, Exhibit KR-1

#### Supplemental Direct Testimony (dated 6/14/21)

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- PWSA St. No. 5-SD – Supplemental Direct Testimony of Barry King
- PWSA St. No. 7-SD – Supplemental Direct Testimony of Tony Igwe - Exhibit TI-6
- PWSA St. No. 8-SD – Supplemental Direct Testimony of Keith Readling

#### Rebuttal Testimony (dated 7/29/21 and 7/30/21)

- PWSA St. No. 1-R (rev. 7/30/21)-Rebuttal Testimony of William J. Pickering – Exhibit WJP-3
- PWSA St. No. 2-R – Rebuttal Testimony of Edward Barca – Exhibits EB-11 to EB-16
- PWSA St. No. 3-R (rev. 8/4/21) - Rebuttal Testimony of Thomas F. Huestis - Exhibits TH-6, TH-7
- PWSA St. No. 4-R - Rebuttal Testimony of Harold Smith – Exhibit HJS-1-R to HJS-3-R, HJS-1W-R to HJS-19W-R, HJS-1WW-R to HJS-18WW-R, HJS-1SW-R to HJS-9SW-R
- PWSA St. No. 5-R – Rebuttal Testimony of Barry King – Exhibits BK-3
- PWSA St. No. 6-R – Rebuttal Testimony of Julie Quigley – Exhibits JAQ-7 to JAQ-11
- PWSA St. No. 7-R – Rebuttal Testimony of Tony Igwe – Exhibit TI-7
- PWSA St. No. 8-R – Rebuttal Testimony of Keith Readling

#### Surrebuttal Testimony (dated 8/6/21)

- PWSA St. No. 2-SR - Surrebuttal Testimony of Edward Barca

#### Rejoinder Testimony (dated 8/10/21)

- PWSA St. No. 2-RJ – Rejoinder Testimony of Edward Barca – Exhibits EB-17 to EB-21
- PWSA St. No. 3-RJ - Rejoinder Testimony of Thomas F. Huestis
- PWSA St. No. 5-RJ - Rejoinder Testimony of Barry King – Exhibits BK-4 to BK-6

- PWSA St. No. 6-RJ – Rejoinder Testimony of Julie A. Quigley
- PWSA St. No. 8-RJ – Rejoinder Testimony of Keith Readling Non (**PWSA**)

### **Bureau of Investigation and Enforcement (I&E)**

#### Direct Testimony

- I&E St. No. 1 – Direct Testimony of Anthony Spadaccio – I&E Exhibit No. 1
- I&E St. No. 2 – Direct Testimony of D.C. Patel - I&E Exhibit No. 2
- I&E St. No. 3 – Direct Testimony of Ethan H. Cline – I&E Exhibit No. 3
- I&E St. No. 4 – Direct Testimony of Israel E. Gray – I&E Exhibit No. 4

#### Rebuttal Testimony

- I&E St. No. 2-R – Rebuttal Testimony of D.C. Patel

#### Surrebuttal Testimony

- I&E St. 1-SR – Surrebuttal Testimony of Anthony Spadaccio - I&E Exhibit No. 1-SR
- I&E St. No. 2-SR – Surrebuttal Testimony of D.C. Patel
- I&E St. No. 3-SR – Surrebuttal Testimony of Ethan H. Cline – I&E Exhibit No. 3-SR
- I&E St. No. 4-SR – Surrebuttal Testimony of Israel E. Gray – I&E Exhibit No. 4-SR
- Verification Statement of Anthony Spadaccio
- Verification Statement of D.C. Patel
- Verification Statement of Ethan H. Cline
- Verification Statement of Israel E. Gray

### **Office of Consumer Advocate**

#### Direct Testimony

- OCA St. No. 1 – Direct Testimony of Dante Mugrace - Schedules DM-1 to DM-20
- OCA St. No. 2 - Direct Testimony of David S. Habr - Exhibits DSH-1 through DSH-5
- OCA St. No.3 – Direct Testimony of Scott J. Rubin – Appendix A and Schedules SJR-1 to SJR-7
- OCA St. No. 4 – Direct Testimony of Roger D. Colton – Appendix A
- OCA St. No. 5 (rev. 7/23/21) – Direct Testimony of Barbara R. Alexander – Exhibits BA-1 through BA-3
- OCA St. No. 6 – Direct Testimony of Terry L. Fought – Appendix A and Exhibits TLF-1 through TLF-8
- OCA St. No. 7 – Direct Testimony of Morgan N. DeAngelo – Appendix A

#### Rebuttal Testimony

- OCA St. No. 3R – Rebuttal Testimony of Scott J. Rubin – Schedules SJR-8 through SJR-10

- OCA St. No. 4R – Rebuttal Testimony of Roger D. Colton

Surrebuttal Testimony

- OCA St. No. 1SR – Surrebuttal Testimony of Dante Mugrace
- OCA St. No. 2SR – Surrebuttal Testimony of David S. Habr
- OCA St. No. 3SR – Surrebuttal Testimony of Scott J. Rubin
- OCA St. No. 4SR – Surrebuttal Testimony of Roger D. Colton
- OCA St. No. 5SR – Surrebuttal Testimony of Barbara R. Alexander
- OCA St. No. 6SR – Surrebuttal Testimony of Terry L. Fought
- OCA St. No. 7SR – Surrebuttal Testimony of Morgan N. DeAngelo

**Office of Small Business Advocate**

Direct Testimony

- OSBA St. No. 1 – Direct Testimony of Brian Kalcic – Exhibit BK-1 (Schedules BK-1W through BK-4W; Schedules BK-1WW through BK-4WW; Schedules BK-1SW through BK-4SW), Referenced Interrogatories, an appendix and Mr. Kalcic’s signed Verification

Rebuttal Testimony

- OSBA St. No. 1-R – Rebuttal Testimony of Brian Kalcic – Exhibit BK-1R (Schedule BK-2SW Corrected; Schedule BK-4SW Corrected; Schedule BK-4WW Corrected), Referenced Interrogatories, and Mr. Kalcic’s signed Verification

Surrebuttal Testimony

- OSBA St. No. 1-S – Surrebuttal Testimony of Brian Kalcic – Exhibit BK-1S (Schedule BK-1W-S; Schedule BK-2W-S; Schedule BK-4W-S) and Mr. Kalcic’s signed Verification

**Pittsburgh United**

Direct Testimony

- Pittsburgh United St. No. 1 - Direct Testimony of Harry Geller – Pittsburgh United Exhibit 1 - Appendices A and B.
- Pittsburgh United St. No. 2 - Direct Testimony of Michele C. Adams – Appendices A and B.

Rebuttal Testimony

- Pittsburgh United St. No. 1-R - Rebuttal Testimony of Harry Geller

Surrebuttal Testimony

- Pittsburgh United St. No. 1-SR - Surrebuttal Testimony of Harry Geller
- Pittsburgh United St. No. 2-SR - Surrebuttal Testimony of Michele C. Adams

- Verification of Pittsburgh United expert witness, Harry Geller
- Verification of Pittsburgh United expert witness, Michele C. Adams
- Joint Stipulation of Pittsburgh United and the Pittsburgh Water and Sewer Authority and United/PWSA Joint Stipulation Appendix A

R-2021-3024773, et al. - PA PUBLIC UTILITY COMMISSION v. THE PITTSBURGH  
WATER AND SEWER AUTHORITY

*Revised: August 9, 2021*

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