



September 10, 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 **Pittsburgh United St. No. 1 - Direct Testimony of Harry Geller, Pittsburgh United Exhibit 1 – Appendices A and B** 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,

A handwritten signature in cursive script, appearing to read "Ria M. Pereira".

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 (Cover Letter/ COS only)

Enclosures.

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

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

Certificate of Service

I hereby certify I have on this day served copies of **Compliance Filing, 52 Pa. Code § 5.412a, Pittsburgh United Statement 1**, 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

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Respectfully submitted,
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Date: September 7, 2021

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pennsylvania Public Utility Commission	:		
	:		
v.	:	Docket No.	R-2021-3024773
	:		R-2021-3024774
	:		R-2021-3024779
Pittsburgh Water and Sewer Authority	:		

**DIRECT TESTIMONY OF HARRY GELLER
ON BEHALF OF
PITTSBURGH UNITED**

July 8, 2021

Topics Addressed:

Rate Affordability
Rate Design
Pandemic Relief
Low Income Programs

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PREPARED DIRECT TESTIMONY OF HARRY GELLER

I. WITNESS BACKGROUND

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

A: My name is Harry Geller. I am an attorney. I am the former Director of the Pennsylvania Utility Law Project. I am currently retired, but serve as Senior Counsel to the Pennsylvania Utility Law Project (PULP) and as a consultant to legal aid programs and their clients. I maintain an office at 118 Locust St., Harrisburg, PA 17101.

Q: Briefly outline your education and professional background.

A: I received my B.A. Degree from Harpur College, State University of New York at Binghamton in 1966, and a J.D. degree from Washington College of Law, American University in 1969. Upon graduation from law school, I entered the Volunteers in Service to America (VISTA) program, where I was assigned to the New York University Law School. I took courses in the Law School's Urban Affairs and Poverty Law program and worked with the Community In Action Program on the West Side of Manhattan in New York City from 1969-1971. In 1971, I started as a Staff Attorney for the New York City Legal Aid Society, Criminal Court and Supreme Court Branches in New York County. In 1974, I moved to Pennsylvania and began working for Legal Services, Incorporated (LSI). LSI was a civil legal aid program serving Adams, Cumberland, Franklin and Fulton Counties. I worked at LSI from 1974-1987 first as a Staff Attorney, then as Managing Attorney, and ultimately became Executive Director. Through a restructuring with other legal services programs, LSI became part of what is now known as MidPenn Legal Services and Franklin County Legal Services.

In 1988, I was hired to be the Executive Director of PULP, a statewide project dedicated to the rights of low income utility customers. At PULP, I represented low income individuals with

1 utility and energy concerns, and supported organizations advocating for low income households
2 in utility and energy matters. As the Executive Director of PULP, I consulted and co-counseled on
3 a wide variety of individual utility consumer cases, and I participated in task forces, work groups
4 and advisory panels, including the Low Income Home Energy Assistance Program (LIHEAP)
5 Advisory Committee. I frequently trained community organizations, legal aid staff and advocacy
6 groups across Pennsylvania about the various utility and energy matters affecting Pennsylvania's
7 low income population. I retired from PULP on June 30, 2015. Although no longer employed by
8 PULP, I now serve as a Senior Counsel to PULP and as a consultant to legal aid programs and
9 their clients. In sum, I have over 50 years' experience with households in poverty, including over
10 30 years focusing specifically on utility and energy issues affecting low income consumers. My
11 resume is attached as Appendix A.

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

13 A: I am testifying on behalf of Pittsburgh United.

14 **Q: Please describe the focus of your work over the past fifty years.**

15 A: I have represented low income individuals and organizations serving low income
16 populations in a wide variety of legal matters, including family law, public benefits,
17 unemployment compensation, utility shut-offs, debtor/creditor, and housing related disputes. Over
18 the past 32 years, both at PULP and in retirement, my focus has been ensuring that low income
19 households can connect to, afford, and maintain utility and energy services.

20 In all of these legal matters, I worked almost exclusively on behalf of low income
21 individuals and households. Through this work, I have become intimately familiar with the daily
22 lives of countless of our poorest citizens. I have spent thousands of hours assisting clients in
23 combing through their budgets to attempt to assist them to make ends meet. Over the years, I have

1 consistently had to address the issues which have arisen for the significant number of low income
2 families who have an inability to pay for the most basic monthly necessities on the incomes they
3 have. Almost every month, my clients faced the stark necessity of choosing which bills they could
4 forego with the least drastic consequences.

5 In addition to decades of experience working to address the daily monetary struggles facing
6 poor families, I have an extensive knowledge of the array of programs designed to allow low
7 income individuals to afford utility service. While at PULP, I was involved in hundreds of
8 proceedings evaluating the effectiveness of low income assistance program to assist low income
9 families. I have spent thousands of hours identifying issues in Universal Services and making
10 recommendations for changes to Universal Service programming to better serve low income
11 consumers. This advocacy has strongly informed my awareness of the necessity of these programs
12 as well as the recognition that successfully integrated programs for low income consumers were
13 essential to their effectiveness. I have also spent hundreds, if not thousands, of hours identifying
14 other barriers to low income consumers establishing and staying connected to affordable utility
15 services, including in the context of rate proceedings.

16 As director of PULP, I played an instrumental role in the development, oversight, and
17 monitoring of the initial pilots and then the statutorily required low income universal service
18 programs for natural gas and electric utilities, each of which is structured to provide a different
19 and complementary form of assistance to low income customers, such that those customers have
20 the ability to afford and maintain basic utility service. This includes the Customer Assistance
21 Program (CAP), the Low Income Usage Reduction Program (LIURP), and the Customer
22 Assistance, Referral, and Education Services (CARES) Program. These programs were developed
23 to address and remediate increasing unaffordability, and are designed work in tandem to ensure

1 that low income households can maintain affordable utility services and safe living environments
2 while reducing utility collection costs, thereby benefitting other ratepayers.

3 Further, over the years I have advocated with utility providers and regulators to improve
4 policies and practices that create barriers for low income customers' ability to access and afford
5 utility service. This includes advocacy to improve how utilities administer universal service
6 programs, as well as advocacy to improve the ways that utilities interface with and respond to the
7 needs of all of their low income customers, including those who are not enrolled in a utility
8 Universal Service Program.

9 **Q: Have you testified in any proceeding before the Pennsylvania PUC?**

10 A: Yes. I have presented testimony in many proceedings before the PUC. A complete list is
11 included in my resume, which is attached as Appendix A.

12 **Q: What information did you rely on in preparing your testimony for this proceeding?**

13 A: In addition to publicly available information, compiled by the PUC and other sources, I
14 relied on information contained in the rate case filing of Pittsburgh Water and Sewer Authority
15 (PWSA or the Authority), other PUC proceedings involving PWSA, and information provided by
16 PWSA in response to discovery requests by Pittsburgh United and the other parties in this
17 proceeding.

18 I note that throughout my testimony I discuss a number of issues with the data provided by
19 PWSA in response to discovery. While I have prepared this testimony relying on the data provided
20 by PWSA, I reserve the right to amend my testimony if PWSA subsequently clarifies discrepancies
21 in the data or provides additional information to supplement data or information already provided.

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

2 A: Pittsburgh United intervened in this proceeding to ensure that the proposed rate increases
3 and rate design will not adversely affect PWSA’s low income customers’ ability to connect to,
4 maintain, and afford water, wastewater, and stormwater services, all of which are essential to life,
5 including drinking water, personal hygiene, sanitation, cooking, and even flushing a toilet.

6 **Q: How is your testimony organized?**

7 A: My testimony is divided into seven substantive sections and one section summarizing my
8 proposals and recommendations.

9 In Section I, I have described my background and the purpose of my testimony.

10 In Sections II and III, I discuss the proposed rate increase and the financial impact that it
11 will have on low income ratepayers, particularly in face of the current pandemic and associated
12 economic crisis. Further increasing the costs of water and wastewater services, in addition to
13 introducing a stormwater fee, will increase already high levels of unaffordability for low income
14 customers, leading to increased terminations and associated health risks.

15 In Section IV, I discuss PWSA’s proposed rate design, which consists of a monthly (fixed)
16 charge and a volumetric charge that varies by customer usage. At this time, I recommend that
17 PWSA’s proposed rate design be approved – though this recommendation is both time limited and
18 conditional. As I explain below, I recommend that PWSA transition its low income rate assistance
19 program from a Bill Discount Program (BDP) design to a Percentage of Income Program (PIP)
20 design by December 2023. Once the program is redesigned, I recommend that PWSA be required
21 to remove the minimum usage from the fixed residential customer charge.

1 In Section V, I discuss PWSA’s measures to temporarily assist customers in light of the
2 COVID-19 pandemic. I recommend PWSA extend and expand a number of critical relief measures
3 in light of the pandemic.

4 In Section VI, I discuss PWSA’s low income assistance programs, and recommend a
5 number of critical improvements to the design and implementation of these programs – and to
6 PWSA’s overall low income program administration - that are necessary to ensure PWSA’s low
7 income customers can reasonably afford to access and maintain water and wastewater services to
8 their home.

9 In Section VII, I briefly discuss PWSA’s proposed Stormwater Tariff. While I am
10 generally supportive of the creation of the stormwater fee, consistent with the testimony of
11 Pittsburgh United’s expert witness, Michele Adams, in Pittsburgh United Statement 2, I do not
12 believe that it is appropriate to assess PWSA’s low income customers a stormwater fee at this
13 time. I support Ms. Adams’ proposal that PWSA provide BDP customers with a 100% discount
14 on the stormwater fee, and agree with the other improvements proposed by Ms. Adams to ensure
15 that low income customers are not disproportionately impacted by the proposal.

16 Finally, in Section VIII, I summarize the recommendations I have made throughout my
17 Direct Testimony.

18 I note that in reviewing PWSA’s terms and conditions of service, I have identified a range
19 of compliance issues related to PWSA’s billing, collections, terminations, as well as its treatment
20 of tenants. I am advised by counsel that those issues are explicitly reserved for litigation in the
21 context of PWSA’s ongoing Compliance Plan proceedings, so I will not address those issues in
22 my testimony. Nevertheless, I reserve the right to further comment on various compliance issues
23 if raised by other parties in this proceeding.

1 **II. RATE INCREASE**

2 **Q: Please summarize PWSA’s proposed residential rate increase.**

3 A: On April 13, 2021, Pittsburgh Water and Sewer Authority (PWSA) submitted a rate filing,
4 Tariff Water- PA. P.U.C. No.1, Supp. No. 7; Tariff Wastewater- PA. P.U.C. No.1, Supp. No. 6;
5 and Tariff Stormwater - PA. P.U.C. No. 1. PWSA’s proposed tariffs seek approval of a multi-year
6 rate increase and the addition of a stormwater fee which will increase overall rates by
7 approximately \$32.2 million (17.1%) over two years. (Volume I, Statement of Reasons). For a
8 residential customer using 3,000 gallons per month, the monthly bill would increase from \$79.34
9 to \$87.19 per month (9.89%) in 2022, and from \$87.19 to \$91.05 per month (4.43%) in 2023.¹
10 This amounts to a total increase over current rates of \$11.71/month or \$140.52/year by 2023 for
11 residential customers using 3,000 gallons of water per month. For residential customers enrolled
12 in the Bill Discount Program (BDP) using 3,000 gallons per month, the monthly bill would
13 increase from \$41.77 to \$45.34 per month (8.54%) in 2022, and from \$45.34 to \$47.90 per month
14 (5.64%) in 2023.² This amounts to a total increase over current rates of \$6.13/month or \$73.56/year
15 by 2023 for BDP participants using 3,000 gallons of water per month.

16 As I will discuss later in my testimony, PWSA’s proposed rate increase represents a
17 significant increase in the price of essential services – especially for low income customers, who
18 already struggle to afford basic utility services. Notably, the increase will have the biggest impact
19 on larger families with the lowest income.

¹ Volume I, Notice of Proposed Rate Changes. These increases assume that the residential customer has a 5/8-inch meter and generates stormwater from one ERU.

² Id. These increases assume a 5/8-inch meter and a reduced stormwater fee.

1 **Q: Do you support PWSA’s proposed rate increase?**

2 A: No, I do not support PWSA’s proposed rate increase, as it is neither just nor reasonable,
3 and is not in the public interest. PWSA’s current rates are already unaffordable, making critical
4 water and wastewater services inaccessible to thousands of low income households. Further
5 increasing rates will only exacerbate this existing problem.

6 Now is a particularly bad time to raise rates for essential utility services, such as water and
7 wastewater, which is critical to ensuring that families have access to clean drinking water, can
8 remain safely in their homes, and practice basic sanitation. Throughout the pandemic, low income
9 households have experienced disproportionate health and economic harm – with greater job and
10 wage losses, increased food insecurity, and accrual of unprecedented levels of debt for basic life
11 necessities.³ While the general economic outlook has begun to improve, and more fortunate among
12 us have seen their home values, pensions, IRAs, and savings increase, low income communities
13 continue to face stark challenges, including ongoing economic instability, job insecurity, housing
14 instability and disparities in access to health care, amongst other systemic inequalities, and are at
15 risk of being left behind in the recovery. Increasing rates for water and wastewater services at this
16 time, without substantial mitigation to fully remediate existing unaffordability and address
17 unprecedented levels of arrears, would be unjust, unreasonable, and contrary to the public interest.

³ See Dan Treglia, PhD, Mina Addo, MPA, Meagan Cusack, MSW, and Dennis Culhane, PhD, [Understanding Racial and Ethnic Disparities In Health Outcomes And Utility Insecurity Resulting From COVID-19](https://clsphila.org/wp-content/uploads/2021/03/CLS_UtilityReport_20200324.pdf) (March 2021), available at: https://clsphila.org/wp-content/uploads/2021/03/CLS_UtilityReport_20200324.pdf; Sharon Parrott, Arloc Sherman, Joseph Llobrera, Alicia Mazzara, Jennifer Beltrán, and Michael Leachman, [More Relief Needed to Alleviate Hardship Households Struggle to Afford Food, Pay Rent, Emerging Data Show](https://www.cbpp.org/sites/default/files/atoms/files/7-21-20pov.pdf), Center on Budget and Policy Priorities (July 21, 2020), available at: <https://www.cbpp.org/sites/default/files/atoms/files/7-21-20pov.pdf>; Liz Szabo and Hannah Recht, [The other COVID-19 risk factors: How race, income, ZIP code can influence life and death](https://www.usatoday.com/story/news/health/2020/04/22/howcoronavirus-impacts-certain-races-income-brackets-neighborhoods/3004136001/), USA Today, April 22, 2020, available at: <https://www.usatoday.com/story/news/health/2020/04/22/howcoronavirus-impacts-certain-races-income-brackets-neighborhoods/3004136001/>; see also Vanessa Williams, [Disproportionately black counties account for over half of coronavirus cases in the U.S. and nearly 60% of deaths, study finds](https://www.washingtonpost.com/nation/2020/05/06/study-finds-that-disproportionately-black-counties-account-more-than-half-covid-19-cases-us-nearly-60-percent-deaths/), Washington Post, May 6, 2020, available at: <https://www.washingtonpost.com/nation/2020/05/06/study-finds-that-disproportionately-black-counties-account-more-than-half-covid-19-cases-us-nearly-60-percent-deaths/>.

1 As a foundational principle, I do not believe that rates are just and reasonable if they are
2 not reasonable affordable to those seeking service, such that all Pennsylvanians – regardless of
3 income – can maintain safe and affordable water and wastewater to their homes. As I will discuss,
4 the data shows quite clearly that low income families are unable to afford to maintain service to
5 their home at current rates, and any further rate increase will serve to exacerbate levels of existing
6 rate unaffordability. While PWSA’s Bill Discount Program provides critical assistance to the
7 poorest households, the program is not producing a consistently affordable rate for program
8 participants and is grossly undersubscribed compared to documented need. As such, it would be
9 both unjust and unreasonable to approve any rate increase at this time, absent additional mitigation
10 measures to address *existing* rate unaffordability and to fully remediate compounded
11 unaffordability created by PWSA’s proposal to substantially increase rates.

12 **III. RATE IMPACT ON LOW INCOME HOUSEHOLDS**

13 **Q: How many customers in PWSA’s service territory are considered low income?**

14 A: That is a difficult question to answer, especially in light of the pandemic – which has
15 increased the number of households in poverty across the state. But there are a number of metrics
16 to assess poverty levels in PWSA’s service territory.

17 Pennsylvania’s large public utilities track and classify their low income customer
18 populations in two ways – estimated low income customers and confirmed low income.⁴ While
19 the number of estimated and confirmed low income customers in PWSA’s service territory has
20 likely grown due to the economic impact of the COVID-19 pandemic, available data shows that
21 PWSA had a substantial number of both estimated and confirmed low income customers prior to

⁴ See Pa. PUC, BCS, 2019 Report on Universal Service Programs & Collections Performance, at 2.4 (Sep. 2020) (herein 2019 Universal Service Report).

1 the pandemic. As discussed in greater detail below, a household must have income at or below
2 150% of the federal poverty level (FPL) to be considered low income. For context, a family of
3 four with household income at or below 150% FPL has a maximum gross annual income of
4 \$39,750 – or \$3,312.50 per month.⁵

5 PWSA estimates that more than 27% -- 26,681 out of 97,619 – of its residential customers
6 are low income.⁶ This is PWSA’s “estimated low income customer count.” The number of low
7 income customers in PWSA’s service territory likely increased as a result of the economic harm
8 and increased unemployment experienced as a result of the COVID-19 pandemic.

9 PWSA also tracks “confirmed low income customers.” PWSA only began tracking
10 confirmed low income customers when its PGH2O Cares Team was formed in March 2021.⁷ As
11 of April 2021, PWSA indicated that 5,544 customers were confirmed to be low income.⁸ The
12 following categories were included in PWSA’s count of confirmed low income customers: (1) Bill
13 Discount Customers; (2) Payment Arrangement customers; (3) Lead Service Line Reimbursement
14 customers; (4) Hardship Grant customers; and (5) ALCOSAN Clean Water Assistance Fund
15 customers.⁹

16 The estimated low income customer figure represents a more accurate picture of PWSA’s
17 pre-pandemic low income customer population. While both metrics show a significant number of
18 PWSA customers are low income, the confirmed low income customer count provides only a

⁵ See US Dept. of Health & Human Services, HHS Poverty Guidelines for 2021, <https://aspe.hhs.gov/poverty-guidelines>.

⁶ United III-26; OCA I-9, Attachment. In PWSA’s last rate proceeding, filed March 6, 2020, PWSA estimated that 34% of residential customers in its service territory are low income. Pa. PUC v. PWSA, Docket Nos. R-2020-3017951; R-2020-3017970, See PWSA St. No. 8, Exh. JAQ-5, at 13.

⁷ OCA I-29; see 2020 Joint Settlement at p. 10, Section F.

⁸ OCA I-29.

⁹ Id.

1 limited assessment of the low income population – counting only the number of customers who
 2 have already affirmatively obtained assistance through PWSA or ALCOSAN.

3 For the purpose of evaluating the affordability of PWSA’s rates, the affordability of its low
 4 income program participation, and the effectiveness of its outreach, it is more accurate to utilize
 5 the estimated low income customer counts. Regardless of the measure, there are a substantial
 6 number of low income customers in PWSA’s service territory.

7 **Q: How much income must a household earn each month to be considered low income?**

8 A: Generally, the Commission considers “low income” customers to be any customers whose
 9 income is at or below 150% of the federal poverty level (FPL) assistance.

10 The FPL is the measure of poverty based exclusively on the size of the household, but not
 11 on the composition of the household (i.e. whether the household consists of adults or children) or
 12 household’s geography. As a baseline, a family of four at 150% FPL has a gross annual income of
 13 just \$39,750, while a family of four at 50% FPL has a gross annual income of just \$13,250.¹⁰
 14 Table 1 shows household income, by FPL and household size:

15 **Table 1: Percentages of Federal Poverty Levels by household size and income¹¹**

Household Size	25%	50%	75%	100%	125%	150%	200%	250%	300%
1	\$3,220	\$6,440	\$9,660	\$12,880	\$16,100	\$19,320	\$25,760	\$32,200	\$38,640
2	\$4,355	\$8,710	\$13,065	\$17,420	\$21,775	\$26,130	\$34,840	\$43,100	\$52,260
3	\$5,490	\$10,980	\$16,470	\$21,960	\$27,450	\$32,940	\$43,920	\$54,900	\$65,880
4	\$6,625	\$13,250	\$19,875	\$26,500	\$33,125	\$39,750	\$53,000	\$66,250	\$79,500

16

¹⁰ U.S. Dept. of Health and Human Services, [2021 U.S. Federal Poverty Guidelines](https://aspe.hhs.gov/2021-poverty-guidelines), available at: <https://aspe.hhs.gov/2021-poverty-guidelines>.

¹¹ Id.

1 For comparison, a full time (40 hours/ week) worker making a minimum wage (\$7.25 per
2 hour) has a gross annual income of \$15,080, assuming no time off. This is substantially less than
3 a household needs to meet their basic expenses in any of the counties that the Authority serves.¹²

4 A benchmark often used to assess how much income a household needs to live without
5 assistance in Pennsylvania is called the Self-Sufficiency Standard. This is a tool that measures the
6 income that a family must earn to meet their basic needs and consists of the combined cost of six
7 (6) basic needs – housing, child care, food, health care, transportation, and taxes – without the help
8 of public subsidies.¹³ Unlike the federal poverty level, which does not change based on geographic
9 location or family composition, the Self Sufficiency Standard accounts for the varied costs of the
10 six basic needs in different geographic areas and for differently aged household members.¹⁴ For
11 reference, the *average* Self Sufficiency Standard in Allegheny County for a family of four with
12 two adults and two school aged children is approximately \$60,484 a year, approximately \$20,734
13 more than a 4-person household with income at 150% FPL makes in a given year.¹⁵

14 **Q: Please explain how the COVID-19 pandemic has impacted the poverty rates in**
15 **PWSA’s service territory.**

16 A: I believe the number of low income households in PWSA’s service territory is likely much
17 higher than ever before as a result of the COVID-19 pandemic. Low income workers are less likely

¹² Self Sufficiency Standard, <http://www.selfsufficiencystandard.org/Pennsylvania>.

¹³ See PathWays PA, Overlooked and Undercounted 2019 Brief: Struggling to Make Ends Meet in Pennsylvania, available at: <http://www.selfsufficiencystandard.org/Pennsylvania>.

¹⁴ See PathWays PA, Overlooked and Undercounted, How the Great Recession Impacted Household Self-Sufficiency in Pennsylvania, available at: <http://www.selfsufficiencystandard.org/sites/default/files/selfsuff/docs/PA2012.pdf>.

¹⁵ See PathWays PA, 2021 Self Sufficiency Standard Table, by County, available at: <http://www.selfsufficiencystandard.org/pennsylvania>.

1 to have paid sick leave or personal time to care for themselves or their families.¹⁶ Many low wage
2 and hourly workers are employed in the service, hospitality, and retail sectors, which have been
3 especially hard hit by the economic impacts of the COVID-19 pandemic.¹⁷

4 Until very recently, many of the emergency measures necessary to protect public health –
5 including protections from eviction, foreclosure, and utility terminations, as well as short-term
6 emergency unemployment assistance – have somewhat masked the extent of the problem. While
7 Pennsylvania continues on its road to recovery from the COVID-19 pandemic, available data
8 suggests unprecedented levels of evictions, foreclosures, and utility terminations await low income
9 families in the coming months.¹⁸ For example, the United States Census Bureau’s Pulse Survey
10 for the week of May 26 to June 7, 2021, found that 18.4% of adults lived in a household that was
11 not current on the mortgage or rent, and eviction or foreclosure in the next two months was either
12 very likely or somewhat likely.¹⁹ The same survey showed that 24.6% of adults lived in a
13 household where it has been somewhat or very difficult to pay for usual household expenses.²⁰

¹⁶ 92% of workers in the top quarter of earnings (meaning hourly wages greater than \$32.21) have access to some form of paid sick leave, versus only 51% of workers earning wages in the lowest quarter (\$13.80 or less). See Drew Desilver, As coronavirus spreads, which U.S. workers have paid sick leave – and which don’t?, Pew Research Center, March 12, 2020, available at: <https://www.pewresearch.org/fact-tank/2020/03/12/as-coronavirus-spreads-which-u-s-workers-have-paid-sick-leave-and-which-dont/>.

¹⁷ See Martina Hund-Mehjean & Marcela Escobari, Brookings, Our Employment System has Failed Low-Wage Workers. How Can We Rebuild (April 28, 2020), available at: <https://www.brookings.edu/blog/up-front/2020/04/28/our-employment-system-is-failing-low-wage-workers-how-do-we-make-it-more-resilient/>.

[W]orkers who earn low wages and do not have employer-sponsored health care account for 22 percent or 32 million of the country’s workforce. In a crisis, these workers are least attached to their employer and thus the most likely to be laid off or have their hours reduced. And nearly 40 percent of them, 12.3 million individuals, work in the hospitality and retail sectors, the two sectors most immediately impacted by COVID-19-related layoffs.

Id.; see also Stephanie Deluca et al., Johns Hopkins Univ. of Medicine, The Unequal Cost of Social Distancing, <https://coronavirus.jhu.edu/from-our-experts/the-unequal-cost-of-social-distancing>.

¹⁸ See US Census Bureau, Measuring Household Experiences during the Coronavirus Pandemic: Household Pulse Survey – Phase 3.1, <https://www.census.gov/data/experimental-data-products/household-pulse-survey.html>.

¹⁹ Id.

²⁰ Id.

1 It is important to pay particular attention to the fact that communities of color have
2 experienced disproportionate economic and health consequences throughout the pandemic,
3 compounding existing racial disparities in access to affordable water service.²¹

4 **Q: How would PWSA’s proposed rate increase impact low income households?**

5 A: Low income households are struggling to stabilize following profound economic hardship
6 associated with the pandemic, especially so in low income communities of color. Even in relatively
7 good economic times, low income families struggle to make ends meet each month and are often
8 forced to make untenable choices between affording utility services and other basic necessities –
9 such as food, medicine, and housing. Any increases to the cost of essential services, like water and
10 wastewater, will severely impact low income households ability to afford these necessities.

11 PWSA’s proposed average monthly increase of \$11.71 per month for an average residential
12 customers using 3,000 gallons per month is a substantial increase in basic living expenses for low
13 income households. For households at 150% FPL making only \$39,750 a year, the \$140.52 annual
14 increase represents a substantial increase in the price of basic services – especially as PWSA’s
15 proposed increase would represent only one in a series of recent rate increases borne by PWSA’s
16 customers since 2016, the most recent of which was only approved by the Commission last year.
17 As shown, customers with higher usage levels will see a particularly steep increase in rates of
18 service if PWSA’s proposed rates increases were to go into effect:

²¹ See Dan Treglia, PhD, Mina Addo, MPA, Meagan Cusack, MSW, and Dennis Culhane, PhD, Understanding Racial and Ethnic Disparities In Health Outcomes And Utility Insecurity Resulting From COVID-19 (March 2021), available at: https://clsphila.org/wp-content/uploads/2021/03/CLS_UtilityReport_20200324.pdf; NAACP Legal Defense and Educational Fund, Inc., Water/Color: A Study of Race & The Water Affordability Crisis in America’s Cities (2019), https://www.naacpldf.org/wp-content/uploads/Water_Report_FULL_5_31_19_FINAL_OPT.pdf; see also Federal Reserve Bank of St. Louis, How COVID-19’s Economic Impact Varies by Geography and Race (April 21, 2021), <https://www.stlouisfed.org/open-vault/2021/april/how-covid-19-economic-impact-varies-by-geography-and-race>.

1 **Table 2: Rate Impact – Residential Customers, Water / Wastewater**

Residential Water/WW Service		Current	Proposed 2022	Proposed 2023	Total % Increase water / ww
Water	Minimum Charge *5/8 meter size	\$27.27	\$27.54	\$27.81	1.98%
	Consumption/ 1,000 g	\$12.25	\$13.89	\$15.52	26.7%
WW	Minimum Charge *5/8 meter size	\$8.51	\$8.06	\$7.61	-10.58%
	Consumption/ 1,000 g	\$7.64	\$6.99	\$6.34	-17.02%
TOTAL	Total Bill (1,000 G)	\$35.78	\$35.60	\$35.41	-1%
	Total Bill (2,000 G)	\$55.67	\$56.48	\$57.28	2.9%
	Total Bill (3,000 G)	\$75.56	\$78.34	\$79.14	4.7%
	Total Bill (4,000 G)	\$95.45	\$99.22	\$101.00	5.8%
	Total Bill (5,000 G)	\$115.34	\$120.10	\$122.86	6.5%

2 The additional cost of a new stormwater fee will add up to \$15.90 to the residential customer bill
 3 each month – depending on the amount of impervious surface on the property.

4 **Table 3: Rate Impact – Residential Customers, Stormwater**

Residential Stormwater	Proposed Fee 2022	Proposed Fee 2023		2023 Bill 1,000 G	2023 Bill 2000 G	2023 Bill 3000 G	2023 Bill 4000 G	2023 Bill 5000 G
Tier 1	\$2.99	\$3.98		\$39.39	\$61.26	\$83.12	\$104.98	\$126.84
Tier 2	\$5.69	\$7.95		\$41.37	\$65.23	\$87.09	\$108.95	\$130.81
Tier 3	\$11.93	\$15.90		\$51.31	\$73.18	\$95.04	\$116.90	\$138.76

5 By 2023, the cost to maintain water and wastewater service to a residential home – *inclusive*
 6 *of the new stormwater fee* – will increase between 10 and 43% over current rates.

1 **Table 4: Overall Rate Impact – Residential Customers, Water / WW / Stormwater**

Residential	Stormwater	Current Rate	Total Proposed Rate 2023	Total % Increase
1,000 G	Tier 1	\$35.78	\$39.39	10%
	Tier 2	\$35.78	\$41.37	16%
	Tier 3	\$35.78	\$51.31	43%
2,000 G	Tier 1	\$55.67	\$61.26	10%
	Tier 2	\$55.67	\$65.23	17%
	Tier 3	\$55.67	\$73.18	31%
3,000 G	Tier 1	\$75.56	\$83.12	10%
	Tier 2	\$75.56	\$87.09	15%
	Tier 3	\$75.56	\$95.04	26%
4,000 G	Tier 1	\$95.45	\$104.98	10%
	Tier 2	\$95.45	\$108.95	14%
	Tier 3	\$95.45	\$116.90	22%
5,000 G	Tier 1	\$115.34	\$126.84	10%
	Tier 2	\$115.34	\$130.81	13%
	Tier 3	\$115.34	\$138.76	20%

2

3 These increased costs are substantial in terms of measuring an affordable water and
4 wastewater burden. A water and wastewater “burden” is defined as the percentage of income a
5 household pays towards its water costs.²² While there is no statutory or regulatory standard for
6 water and wastewater affordability in Pennsylvania, currently evolving consensus is that – to be
7 considered affordable – the combined cost for water and wastewater service should not exceed
8 2.5-4% of household income.²³ Pittsburgh United Exhibits 1-a, 1-b, and 1-c, attached to my
9 testimony, show the relative water and wastewater burden – inclusive of the stormwater fee – for

²² Nina Lakhani and Juweek Adolphe, Key findings: the Guardian's water poverty investigation in 12 US cities, the Guardian (June 26, 2020), available at: <https://www.theguardian.com/us-news/2020/jun/26/running-drinking-water-poverty-us-cities>; Roger Colton, The Affordability of Water and Wastewater Service in Twelve US Cities, The Guardian (May 2020), <https://www.theguardian.com/environment/2020/jun/23/full-report-read-in-depth-water-poverty-investigation>.

²³ See, e.g., US Water Alliance, The Invisible Crisis: Water Affordability in the United States, at 33 (May 2016), <https://www.uswateralliance.org/>; NAACP Legal Defense and Educational Fund, Inc., Water/Color: A Study of Race & The Water Affordability Crisis in America's Cities (2019), https://www.naacpldf.org/wp-content/uploads/Water_Report_FULL_5_31_19_FINAL_OPT.pdf; Roger Colton, The Affordability of Water and Wastewater Service in Twelve US Cities, The Guardian (May 2020), <https://www.theguardian.com/environment/2020/jun/23/full-report-read-in-depth-water-poverty-investigation>.

1 2, 3, and 4-person households at 50%, 100%, and 150% FPL.²⁴ As these exhibits show, many low
 2 income households exceed accepted levels of affordability at both current and proposed rates—
 3 especially for the lowest income households. As I will discuss below, enrollment in PWSA’s BDP
 4 substantially improves affordability for many households, but does not bring bills down to
 5 accepted levels of affordability for many households.

6 PWSA’s proposed increase may profoundly impact the ability of many low and moderate
 7 income households to connect to, maintain, and afford water and wastewater services. Thus, a key
 8 component in determining if a proposed rate is just and reasonable is to measure its effect on rate
 9 affordability.

10 **Q: You mentioned that PWSA’s rates have increased substantially in recent years. How**
 11 **much have PWSA’s rates already increased?**

12 **A:** Over the last five years, since 2016, PWSA’s rates have already increased exponentially –
 13 ranging between 73.7% to 94.8% for residential households using between 1,000 and 5,000 gallons
 14 of water a month, respectively.

15 **Table 5: Residential Rates, 2016 vs. Current²⁵**

Residential Water/WW Service		2016	Current	% Increase Since 2016
Water	Minimum Charge *5/8 meter size	\$16.07	\$27.27	70%
	Consumption/ 1,000 g	\$5.66	\$12.25	116%
WW	Minimum Charge *5/8 meter size	\$4.53	\$8.51	87.9%
	Consumption/ 1,000 g	\$3.99	\$7.64	91.5%
TOTAL	Total Bill (1,000 G)	\$20.60	\$35.78	73.7%
	Total Bill (2,000 G)	\$30.25	\$55.67	84%
	Total Bill (3,000 G)	\$39.90	\$75.56	89.4%
	Total Bill (4,000 G)	\$49.55	\$95.45	92.6%
	Total Bill (5,000 G)	\$59.20	\$115.34	94.8%

²⁴ See Pittsburgh United Exhibits 1-a, 1-b, and 1-c.

²⁵ See PWSA Notice of Rate Change (2016), http://apps.pittsburghpa.gov/pwsa/Rate_Brochure-2016.pdf.

1 **Q: Is there other evidence that PWSA’s low income customers already struggle to afford**
2 **water and wastewater services – even before any rate increase is approved?**

3 A: Yes. There are strong indicators that service is already unaffordable for a significant
4 number of PWSA’s residential customer base.

5 As of March 2021, over 10% of PWSA’s residential customers were at risk of
6 termination.²⁶ At that time, residential customers were carrying approximately \$9,471,127.27 in
7 arrears.²⁷ One year prior to that, in March 2020, nearly 7% of PWSA’s residential customers were
8 at risk of termination, and residential customers were carrying \$5,378,580.82 in arrears.²⁸ Low
9 income customers carry an outsized percentage of overall arrears. As of March 2020, PWSA had
10 2,581 customers enrolled in BDP.²⁹ These customers were carrying approximately \$2,332,222.81
11 in arrears – *or roughly 43% of total residential arrears.*³⁰ As of March 2021, PWSA had 2,739
12 customers enrolled in BDP.³¹ These customers were carrying approximately \$2,962,281.02 in
13 arrears – *or roughly 31% of total residential arrears.*³²

14 The Authority’s BDP and low income customers also face correspondingly higher risk of
15 involuntary termination for nonpayment compared to residential customers as a whole. For
16 example, from April 2019 to March 2020, 135 BDP customers were terminated for non-payment.³³
17 This equates to roughly 6% of BDP participants. In any given month during this period, with the

²⁶ United I-1; see also PWSA, Temporary Reporting Requirement: At-Risk Accounts, Docket M-2020-3019244 (March 2021), <https://www.puc.pa.gov/pcdocs/1699173.pdf>. 10,059 residential customers were at risk of termination in March 2021, compared to 97,951 total residential customers.

²⁷ Id.

²⁸ Id.

²⁹ OCA I-12a.

³⁰ OCA I-13.

³¹ OCA I-12a, Attachment.

³² OCA I-13, Attachment.

³³ OCA I-1d, Attachment.

1 exception of March 2020 when terminations were halted as a result of the pandemic, between 10-
2 37% of BDP participants received a notice of termination.³⁴ Comparatively, during that same time
3 period, 1,784 residential customers were terminated for non-payment – just 2% of the total
4 residential population.³⁵ Between 1-5% of residential customers received notice of termination
5 each month during this timeframe.³⁶

6 **Q: Do you believe that there is an increased threat of termination for low income**
7 **customers as a result of the proposed rate increases?**

8 A: Yes. Low income customers already have a markedly higher rate of termination compared
9 to residential customers as a whole. As noted above, BDP participants face termination at much
10 higher rates compared to residential customers as a whole. This disparity in termination rates is
11 likely to become even more pronounced if rates are again increased.

12 **Q: How does loss of water and wastewater services impact a household?**

13 A: Raising rates for life-sustaining water and wastewater utility service as consumers are just
14 beginning to recover from the economic and public health crisis caused by COVID-19 will
15 detrimentally impact low income households. PWSA’s multi-year proposal is an aggressive and
16 fast-paced increase in rates for life-sustaining service that will detrimentally impact economically
17 vulnerable households, whose incomes have not increased to accommodate the rapid increase in
18 the cost of essential service. Even prior to the spread of COVID-19, low income customers already
19 struggled to afford service at current rates. Under the current circumstances, the substantial, multi-
20 year rate increase proposed by PWSA is likely to cause increased terminations of low income

³⁴ OCA I-12a, Attachment; OCA I-1h, Attachment.

³⁵ OCA I-1a, Attachment.

³⁶ OCA I-1g.

1 customers or, in the alternative, will cause low income households to go without other critical life
2 necessities – such as food, housing, or medicine – in order to afford water and wastewater service.

3 In general, low income consumers who do not have the means to pay for service experience
4 involuntary utility terminations at a higher rate. Households with the financial means to pay for
5 water and wastewater services will do so given the serious ramifications of disconnection,
6 particularly during this COVID-19 crisis, even at the cost of forgoing other critical necessities.
7 Access to water service is tied directly to the health and well-being of the household, and the
8 habitability of the home. As such, termination of service to the home can jeopardize a parent’s
9 custody of their children, can cause a home to be condemned, and is often cited as a cause of
10 evictions from private and public housing -- leading to increased rates of homelessness.³⁷ To look
11 at this from another angle, consistent and affordable access to water and wastewater services has
12 shown to have numerous benefits to communities as a whole. Having affordable access to such
13 services has been linked to healthier child development, decreasing homelessness, and improving
14 affordability of public and private housing.³⁸

15 Even excluding the threat of termination, increased water and wastewater costs cause low
16 income families to make unthinkable choices to pay for other critical needs (such as food, rent, or
17 medicine) or forgo paying other utility bills. Prior to COVID-19, approximately one-third of
18 households experienced income volatility³⁹ with irregular work schedules as the leading cause of

³⁷ See Joint State Government Commission, General Assembly of the Commonwealth of Pennsylvania, Homelessness in Pennsylvania: Causes, Impacts, and Solutions: A Task Force and Advisory Committee Report (2016), available at: <http://jsg.legis.state.pa.us/resources/documents/ftp/documents/HR550%201%20page%20summary%204-6-2016.pdf>.

³⁸ See UUSC, Patricia Jones et al., The Invisible Crisis: Water Unaffordability in the United States (May 2016), available at: http://www.uusc.org/sites/default/files/the_invisible_crisis_web.pdf.

³⁹ Daniel Schneider and Kristen Harknett, Income Volatility in the Service Sector: Contours, Causes and Consequences (July 2017) at p.3, available at: <http://www.aspenepic.org/epic-issues/income-volatility/issue-briefs->

1 volatility.⁴⁰ Analysis of material hardship for low and moderate income consumers experiencing
 2 income volatility found much higher rates of inability to afford bills, medical care, housing
 3 payments and food,⁴¹ and a higher likelihood to resort to expensive payday loans to cover basic
 4 living expenses.⁴² As I previously discussed during my analysis of Self Sufficiency in PWSA's
 5 service territory, many families already must make difficult choices of paying for utility services
 6 and other basic necessities – raising rates for such consumers will only make their ability to afford
 7 such necessities more difficult.

8 The need to access affordable water services has been amplified as a result of the COVID-
 9 19 pandemic. Without running water, a person cannot exercise the most consistent advice given
 10 by public health experts: Wash your hands. Basic tasks of living such as brushing your teeth,
 11 cooking, cleaning, and flushing the toilet, become impossible if water and wastewater services are
 12 terminated. Lack of continuous access to water and wastewater services creates a significant threat
 13 to health and safety, and is especially dangerous for the most vulnerable in our communities,

[what-we-know/issue-brief-income-volatility-service-sector/](https://www.federalreserve.gov/consumerscommunities/files/2018-report-economic-well-being-us-households-201905.pdf); Board of Governors of the Federal Reserve, Report on the Economic Well-Being of U.S. Households in 2018 (May 2019) at p. 2, available at: <https://www.federalreserve.gov/consumerscommunities/files/2018-report-economic-well-being-us-households-201905.pdf>.

⁴⁰ The Aspen Institute Financial Security Program and EPIC, Income Volatility: A Primer (May 2016) at p.5, available at: <https://www.aspeninstitute.org/publications/income-volatility-a-primer/>; Daniel Schneider and Kristen Harknett, Income Volatility in the Service Sector: Contours, Causes and Consequences (July 2017) at p. 3, available at: <http://www.aspenepic.org/epic-issues/income-volatility/issue-briefs-what-we-know/issue-brief-income-volatility-service-sector/>; Asset Funders Network, Income Volatility: Why it Destabilizes Working Families and How Philanthropy Can Make a Difference (November 29, 2017) at p. 6, available at: <https://assetfunders.org/resource/afn-income-volatility-2017/>.

⁴¹ Stephen Roll, David S. Mitchell, Krista Holub et al., Responses to and Repercussions from Income Volatility in Low- and Moderate-Income Households: Results from a National Survey, Aspen Institute EPIC, Center for Social Development, Intuit Tax & Financial Center (Dec. 2-17) at pp. 6-7, available at: <https://www.aspeninstitute.org/publications/responses-repercussions-income-volatility-low-moderate-income-households-results-national-survey/>.

⁴² Daniel Schneider and Kristen Harknett, Income Volatility in the Service Sector: Contours, Causes and Consequences (July 2017) at p. 9, available at: <http://www.aspenepic.org/epic-issues/income-volatility/issue-briefs-what-we-know/issue-brief-income-volatility-service-sector/> (almost a quarter of consumers reporting week-to-week volatility report using payday lenders).

1 including seniors and individuals with underlying health issues who are more susceptible to the
2 health consequences associated with the loss of water and wastewater service to the home. While,
3 as of this date, the rates of infection from COVID-19 continue to decrease, health experts warn
4 that the remainder of the year can see fresh resurgences as a result of the COVID-19 variants and
5 seasonal changes.⁴³

6 **Q: Are low income customers enrolled in the BDP protected from the financial impact**
7 **of the proposed rate increase?**

8 A: BDP customers will experience a financial impact as a result of the rate increase, especially
9 for high users, but to a lesser degree than general residential customers. I will discuss the impact
10 of the rate increase on BDP customers in Section VI, below.

11 **IV. RATE DESIGN**

12 **Q: Please describe PWSA's current rate structure for water and wastewater service for**
13 **residential customers.**

14 A: PWSA's current rate structure for water and wastewater services consists of a monthly
15 minimum (fixed) charge that varies by meter size and a volumetric charge that varies by customer
16 class.⁴⁴ PWSA's minimum (fixed) charge includes the first 1,000 gallons of usage.⁴⁵ As noted
17 above, PWSA is also proposing to introduce a tiered stormwater fee based on impervious surface
18 on the property. Pittsburgh United witness Michele Adams will discuss the structure and design

⁴³ Emily DeCiccio, Covid cases will rise in the fall as delta variant spreads, epidemiologist warns (June 23, 2021), available at: <https://www.cnbc.com/2021/06/23/covid-cases-will-rise-in-the-fall-as-delta-variant-spreads-epidemiologist-warns.html>.

⁴⁴ PWSA St. 5 at 24: 1-8.

⁴⁵ Id.

1 of the stormwater fee in her testimony. My comments regarding PWSA’s rate design are limited
2 to the design of PWSA’s proposed water and wastewater rates.

3 **Q: Does PWSA propose to make any changes to its rate structure in its rate filing?**

4 A: No. PWSA notes that removal of the minimum (fixed) charge would create a number of
5 challenges.⁴⁶ PWSA’s expert witness, Harold Smith, indicates that removing the minimum usage
6 from the fixed charge would result in (1) a significant drop in PWSA’s total fixed revenue; and (2)
7 adverse bill impacts to PWSA customers.⁴⁷ Because the BDP provides a discount to the fixed
8 charge, elimination of the usage allowance from that charge would substantially increase BDP
9 rates.⁴⁸

10 **Q: Do you have any recommendations regarding PWSA’s proposed rate design?**

11 A: Yes. At this time, I recommend that PWSA’s proposed rate design be approved – though
12 this recommendation is both time limited and conditional. As explained below, I recommend that
13 PWSA transition its low income rate assistance program from a BDP design to a Percentage of
14 Income Program (PIP) design. If and when PWSA redesigns its BDP, consistent with my
15 recommendations below, I recommend that PWSA be required to remove the minimum usage from
16 the fixed residential customer charge. Isolating usage from the minimum customer charge can
17 help to improve bill clarity, increase transparency, and promote conservation. That said, given that
18 PWSA’s low income rates are tied to the minimum charge, elimination of the usage allowance
19 from that charge will eviscerate the effectiveness of the BDP.

⁴⁶ Id. at 25: 1-6.

⁴⁷ Id. at 25: 7-22.

⁴⁸ Id. at 25-27.

1 **Table 6: BDP Rate Design – Impact of Removing Minimum Usage Charge⁴⁹**

	BDP w/ Min. Usage 51-150% FPL	BDP w/out Min. Usage 51-150% FPL	BDP w/ Min. Usage 0-50% FPL	BDP w/out Min. Usage 0-50% FPL
Total Bill 2,000 G	\$21.86	\$57.28	\$10.93	\$46.35
Total Bill 3,000 G	\$43.72	\$79.14	\$21.86	\$57.28
Total Bill 4,000 G	\$65.58	\$101.00	\$32.79	\$68.21

2

3 My recommendation that PWSA remove the usage allowance from the minimum charge is, thus,
4 contingent on PWSA restructuring its BDP design, consistent with my recommendations below.

5 **V. PANDEMIC RELIEF MEASURES**

6 **Q: Has PWSA made any changes to its policies and procedures affecting low income**
7 **consumers as a result of COVID-19?**

8 A: Consistent with the Commission’s directive related to the utility moratorium in March
9 2020, PWSA ceased all collection activity that threatened termination of water service.⁵⁰ PWSA
10 customer service transitioned its collection activity to “Friendly Reminder” letters, payment
11 counseling calls, and Notice of Intent to Lien letters.⁵¹ PWSA has also taken a number of outreach
12 steps during the COVID-19 pandemic related to its low income programming, including targeted
13 digital advertising.⁵² To date, PWSA has not initiated terminations for residential customers.⁵³
14 PWSA indicates that it does not believe it is appropriate to terminate water service due to non-

⁴⁹ This Table assumes 2023 Proposed Rates, Assuming BDP Minimum (Fixed) Charge Discount of 100%, Volumetric Discount of 50% for BDP Participants at or below 50% FPL, excluding proposed stormwater fee.

⁵⁰ PWSA St. 6 at 11: 1-3.

⁵¹ Id. at 11: 1-9.

⁵² OCA III-8.

⁵³ Id.

1 payment for residential customers at this time, “given the financial hardship for some customers
2 within PWSA’s service area due to the pandemic.”⁵⁴

3 Pursuant to the last rate case Settlement, PWSA has agreed to implement the following
4 temporary COVID-19 relief measures:⁵⁵

- 5 1. Waiving reconnection fees through the end of the next rate case or one year from the
6 date of the Final Order in that proceeding, whichever is later;
- 7 2. Targeting outreach to customers with existing debt to help enroll these customers in
8 low income assistance programs or payment arrangements, and continue to work with
9 community partners and through the Low Income Assistance Advisory Committee
10 (LIAAC) on outreach efforts;
- 11 3. Offering more flexible payment arrangement terms, including for victims of domestic
12 violence;
- 13 4. Waiving the sincere effort payment arrangement requirement for the Hardship Grant
14 for one year from the date of the Final Order, or until January 14, 2022, whichever is
15 later.

16 **Q: Has PWSA monitored the effects of the COVID-19 pandemic on low income**
17 **customers?**

18 A: Only to a limited degree. It appears that PWSA has generally tracked trends in billed
19 amounts and consumption total for residential customers as a whole.⁵⁶ The data that PWSA has
20 collected shows an increasing trend in both billed amounts and consumption amongst residential

⁵⁴ Id.

⁵⁵ 2020 Joint Settlement at 8-9.

⁵⁶ United I-9, Attachment.

1 customers. For example, the total reported billed amount amongst residential customers in January
2 2020 – prior to the spread of COVID-19, was approximately \$7,672,088.78.⁵⁷ Comparatively, in
3 July 2020 – after the spread of the pandemic – PWSA reported approximately \$8,572,392.23 in
4 the billed amount for residential customers.⁵⁸

5 **Q: Do you have any recommendations to help low income customers in light of the**
6 **impact of COVID-19?**

7 A: Yes. I commend PWSA for taking affirmative steps to prevent utility terminations for
8 residential customers, as many customers – especially low income customers – are just beginning
9 to recover from the health and economic impacts of COVID-19. It is absolutely critical to ensure
10 that PWSA’s residential customers are able to maintain services as they continue to fight against
11 the impacts of the pandemic. That said, there are a number of additional steps PWSA should take
12 – regardless of whether any rate increase is ultimately approved in this case – to help address the
13 unprecedented level of residential arrears accrued through the pandemic and the disproportionate
14 harm suffered by low income customers as a result of the pandemic.

15 First, I recommend that PWSA extend its moratorium on residential terminations until at
16 least April 1, 2022, following expiration of the winter moratorium. This would allow time for the
17 Low Income Household Water Assistance Program (LIHWAP) and the Homeowner Assistance
18 Fund (HAF) to be implemented to help address the unprecedented levels of water and wastewater
19 debts accrued through the pandemic. LIHWAP is a COVID-19 relief program, funded through
20 the Consolidated Appropriations Act of 2021 and the American Rescue Plan Act of 2021.⁵⁹

⁵⁷ Id.

⁵⁸ Id.

⁵⁹ See US Dep’t of Human Services, Administration for Children & Families, Office of Community Services, LIHWAP Laws and Regulations, available at: <https://www.acf.hhs.gov/ocs/law-regulation/lihwap-laws-and-regulations>.

1 Pennsylvania received \$43.25 million to provide emergency assistance to low income families to
2 maintain water and wastewater service, which was allocated to the Pennsylvania Department of
3 Human Services (DHS) for design and administration of the program.⁶⁰ I understand from counsel
4 for Pittsburgh United that DHS estimates launching the program in December 2021. HAF is also
5 a COVID-19 relief program, which will soon be available to homeowners to help stabilize
6 homeowners by providing assistance to pay for a range of housing-related debts – including water
7 and wastewater services.⁶¹ Pennsylvania received \$350.36 million in funding for HAF, which was
8 allocated to the Pennsylvania Housing Finance Agency (PHFA) for design and administration of
9 the program.⁶² PWSA should not terminate service to residential consumers when millions of
10 dollars in federal relief are still making their way to struggling Pennsylvanians. Terminating
11 service now, when relief dollars are on the way, will needlessly increase collections costs and
12 corresponding uncollectible accounts.

13 Second, I recommend that PWSA continue to waive its reconnection fees for one year from
14 the date of the Final Order in this proceeding. While PWSA is currently required to waive
15 reconnection fees for residential customers through December, pursuant to the Joint Settlement
16 in the last rate case (hereafter, 2020 Joint Settlement), I am concerned that this is not an adequate
17 amount of time for this relief. Given that we do not know the extent of the toll of the COVID-19

⁶⁰ See US Dep't of Human Services, Administration for Children & Families, Office of Community Services, FY 2021 Allocation of Low-Income Household Drinking Water and Wastewater Emergency Assistance Program (LIHWAP Funds to States and Territories under the Consolidated Appropriations Act, 2021 (PL 116-260) and the American Rescue Plan Act of 2021 (PL 117-2), COMM LIHWAP FundingReleaseDCLAtt1 StatesTerrs 052621 0.pdf (hhs.gov); see also Pa. Fiscal Code, PL 343, No. 176 (HB 1348), Article I-G.

⁶¹ See US Dep't of Treasury, Homeowner Assistance Fund, available at: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/homeowner-assistance-fund>.

⁶² See Pa. Fiscal Code, PL 343, No. 176 (HB 1348), Article I-F; US Dep't of Treasury, Data and Methodology for State and Territory Allocations (April 14, 2021), available at: <https://home.treasury.gov/system/files/136/HAF-state-territory-data-and-allocations.pdf>.

1 pandemic on the health and livelihoods of PWSA’s customers, or its long-term impacts, it is
2 essential that consumers in PWSA’s service territory can connect to and maintain water and
3 wastewater services necessary to remaining in homes, sanitizing, and defending themselves, their
4 families, and their communities against any further spread of COVID-19.

5 Third, I recommend that PWSA continue to waive its good faith payment requirement for
6 its Hardship Fund. Specifically, I recommend that PWSA waive its good faith payment
7 requirement for its Hardship Fund for one year from the date of the Final Order in this case. As
8 discussed, low income communities and communities of color have been disproportionately
9 impacted by the health and economic impacts of the pandemic. PWSA’s low income customers
10 face much higher arrears and rates of termination for non-payment compared to residential
11 customers as a whole. Given the compounding challenges to affordability faced by low income
12 customers – especially after the spread of COVID-19 – requiring customers to show that they have
13 made payments within recent months severely hampers those customers who have been most
14 deeply affected by the pandemic, and who have been unable to make payments as a result, from
15 receiving crucial assistance.

16 Fourth, the income documentation requirements for the Hardship Program should continue
17 to be simplified for one year from the date of the Final Order in this case to allow customers to
18 self-certify their incomes, consistent with PWSA’s income documentation requirements for its
19 respective low income programs. As discussed below, with the lifting of the Commission’s
20 moratorium on utility terminations, the need for grant assistance is greater than ever. While I will
21 discuss limitations in the Hardship Fund below, the Hardship Fund can help low income customers
22 to obtain crucial grant assistance to address arrears and stave off termination for non-payment.

1 **VI. LOW INCOME ASSISTANCE PROGRAMS**

2 **Q: Please describe PWSA’s low income assistance programs.**

3 A: PWSA operates the following low income programs, all of which are administered by the
4 Dollar Energy Fund (DEF):

- 5 • *The Bill Discount Program (BDP).* BDP provides a 100% discount on the
6 water/wastewater minimum charge customers with household income at or below 150%
7 FPL. Customers with household income at or below 50% FPL also receive a 20% discount
8 on the volumetric charge.⁶³ PWSA is also proposing to provide BDP participants with a
9 75% discount on the stormwater charge, and to increase the volumetric discount to 50%
10 for BDP participants with household income between 0-50% FPL.⁶⁴
- 11 • *The Pilot Arrearage Forgiveness Program (PAFP).* PAFP is available only to BDP
12 customers and provides a \$15 reduction of BDP customers’ arrears for every on-time
13 payment in the program.⁶⁵ PAFP was approved as part of the 2020 Joint Settlement in
14 PWSA’s last rate case, though some of the details of the program were subsequently
15 developed by PWSA.⁶⁶
- 16 • *The Hardship Fund Program.* The Hardship Fund Program provides emergency grant
17 assistance of up to \$300 for households with income at or below 150% FPL who are facing
18 a hardship. Currently, the program requires that a household have paid at least \$150 in the
19 last 3 months to be eligible for assistance. In this rate proceeding, PWSA is proposing to

⁶³ PWSA St. 6 at 24: 8-14.
⁶⁴ *Id.* at 26: 9-15.
⁶⁵ *Id.* at 24: 8-14.
⁶⁶ 2020 Joint Petition for Settlement at 11.

1 reduce the general payment requirement to \$75, and to \$37.50 for Seniors starting in
2 2022.⁶⁷

3 • *Winter Shut Off Moratorium.* The Winter Shut Off Moratorium protects low income
4 households from termination in the winter months from December 1 through March 31.
5 The eligibility for the Winter Moratorium was increased in the last rate case from 250% to
6 300% FPL.⁶⁸

7 • *Replacement of Private-Side Lead Service Line Program.* In this income-based
8 reimbursement program, eligible low income customers can obtain assistance to hire a
9 private contractor to replace their private side lead service line. The program became
10 available on or after January 1, 2019.⁶⁹ I will not address this program further in my
11 testimony, though I reserve the right to provide further comment on this program and/or
12 make recommendations in response to other parties' testimony.

13 **Q: Do you have any overall concerns about PWSA's low income programs?**

14 A: Yes. First, I am concerned about DEF's administration of PWSA's low income programs.
15 Through its LIAAC, PWSA indicated that it conducted a manual review of BDP enrollment data
16 from DEF in March 2021.⁷⁰ PWSA manually reviewed 1,172 account discrepancies identified
17 through DEF and PWSA enrollment data.⁷¹ The review found the following:⁷²

⁶⁷ PWSA St. 6 at 24: 8-14.

⁶⁸ *Id.* at 24: 8-14.

⁶⁹ *Id.* at 23: 20-25.

⁷⁰ United I-12, Attachment E.

⁷¹ United I-12, Attachment E, United II-8.

⁷² United I-12, Attachment E.

- 1 • 114 accounts identified as eligible per DEF, but were not actively enrolled in PWSA’s
2 billing system;
- 3 • 85 accounts enrolled in PWSA’s billing system, but not eligible per DEF;
- 4 • 200 accounts identified to be removed from the BDP due to ownership/resident change;
- 5 • 571 accounts were dismissed per DEF, but still enrolled in PWSA’s billing system;
- 6 • 34 accounts were identified as “over income” per DEF, but PWSA determined that was
7 inaccurate based on reported FPL;
- 8 • 202 applicants were inaccurately determined not to be PWSA customers per DEF.

9 Through this manual audit, PWSA also discovered discrepancies in the handling of payment
10 arrangements, which resulted in about 2,000 account locks being removed.⁷³ Various other
11 discrepancies related to low income programming were discovered, including but not limited to
12 inaccurate dismissal codes, eligibility coding errors with BDP and the Winter Moratorium,
13 unexplained gaps in enrollment, recertification letters not being issued, and lack of cross
14 enrollment/ program education.⁷⁴ As a result of this audit and its findings, PWSA implemented a
15 manual account audit procedures, whereby the Cares Team will review DEF data in order to
16 determine errors.⁷⁵

17 Based on the information provided by PWSA, it appears that there are issues related to
18 PWSA’s low income program administration that have resulted in a substantial number of
19 consumers being inappropriately turned away, removed, or otherwise excluded from PWSA’s low
20 income programs. As previously discussed and as described below, PWSA’s low income programs

⁷³ Id.

⁷⁴ Id.

⁷⁵ Id.

1 are highly undersubscribed and have continually failed to meet the needs of low income customers
2 in PWSA's service territory. It is unacceptable for the sizable number of account handling errors
3 to be resulting in low income customers from being able to enroll in needed assistance programs.

4 I am also concerned with PWSA's plan for handling DEF enrollment issues through
5 ongoing audits by the Cares Team. PWSA has assigned 3 personnel to work full time with the
6 Cares Team.⁷⁶ The Cares Team reviews DEF's eligibility reports on a daily basis and DEF's
7 ineligibility reports on a weekly basis to ensure accuracy, as well as DEF's enrollment data on a
8 monthly basis while completing the enrollment report comparison.⁷⁷ PWSA's expert witness, Julie
9 Quigley, estimates that 80% of the Cares Team's time is spent following up on auditing reports,
10 though that might decrease in the future.⁷⁸ The Cares Team is spending a large portion of its time
11 following up on errors caused by DEF, and has only enrolled a small number of customers in
12 assistance programs through its outreach efforts.⁷⁹ While I applaud the Cares Team for reviewing
13 and correcting errors, this level of ongoing review is not sustainable and is undermining the ability
14 of the Cares Team to fully engage in vital community engagement and outreach in order to increase
15 enrollment in PWSA's low income programs.⁸⁰

16 PWSA pays DEF a monthly fee of \$18,750 for program administration, or \$225,000
17 annually, for administration of the BDP, the Winter Moratorium, and "Payment Counseling".⁸¹
18 There is no description of the "payment counseling" services provided. DEF staffs PWSA's

⁷⁶ United II-4.

⁷⁷ United II-11.

⁷⁸ Id.

⁷⁹ Id.; United II-12.

⁸⁰ PWSA St. 6 at 9.

⁸¹ United II-5, Attachment A at 3.

1 programs with 2.5 employees.⁸² This is in addition to the 3 full-time employees PWSA has hired
2 as part of its Cares team, which have spent approximately 80% of their time auditing DEF's
3 handling of enrollments.⁸³ It is not clear at this time how PWSA compensates DEF for
4 administration of the Hardship Fund Program, as the contracts produced by PWSA in response to
5 discovery covered only the BDP, the Winter Moratorium, "payment counseling", and the Private
6 Lead Service Line Replacement Program.⁸⁴ DEF's fee is significant. From January 2019 to June
7 17, 2021, DEF handled 15,669 calls and enrolled 3,146 customers in the BDP - for which PWSA
8 paid DEF \$543,750.⁸⁵ This equates to at least \$34.70 per call – or roughly \$172.80 for each BDP
9 program enrollment.⁸⁶ In my estimation, there is room for substantial improvements to ensure the
10 accuracy of low income account handling, and to better the coordination of DEF and PWSA related
11 to low income program enrollment.

12 I am also concerned about PWSA's tracking of its low income customers by income level.
13 Based on the data that PWSA has provided through discovery, it appears that PWSA does not or
14 cannot accurately and consistently track its low income customers by income range or bracket. For
15 example, in United I-2, PWSA reported that, in January 2021, 88 customers were enrolled in the
16 BDP – though it could not identify the income of 34 of those customers.⁸⁷ Comparatively, in for
17 that same month, PWSA reported in OCA I-7 that 77 customers were enrolled in the BDP.⁸⁸
18 PWSA's inability to disaggregate its low income customers by income level or provide consistent

⁸² United II-3

⁸³ United II-4.

⁸⁴ United II-5, Attachments A and B.

⁸⁵ United I-2, Attachments B, C, and D; United II-5.

⁸⁶ United II-5, Attachments A and B.

⁸⁷ United I-2, Attachment D (Rev).

⁸⁸ OCA I-7, Attachment.

1 program metrics is troubling. Accurate counts of low income customers by income tier are critical
2 metrics which allow the Authority to measure the needs, budgets, and goals of its low income
3 programs. Such information is critical to determining how to improve program design, target
4 outreach, and connect appropriate consumers with assistance. Without a proper and detailed count
5 of low income customers by income tier, it is difficult for PWSA, the parties and stakeholders, and
6 the Commission to determine the needs of PWSA's low income customers and fully assess
7 whether PWSA's programs are adequately designed to meet those needs.

8 **Q: Do you have any overall recommendations to improve PWSA's low income**
9 **programs?**

10 A: Yes. First, PWSA should consider renegotiating its contract with DEF for administration
11 of the BDP and should explore alternative compensation structures that would more appropriately
12 incentivize DEF to improve BDP enrollment. I recommend the Authority release a Request for
13 Proposals (RFP) that could generate competing bids for program administration. While there are
14 inherent benefits to having DEF administer the program, including the ability of DEF to cross-
15 enroll eligible customers participating in other local utility programs, the data suggests that this
16 benefit may not be worth the cost.

17 Second, I recommend that PWSA provide additional training to DEF on areas related to
18 program enrollment and continue to allocate additional resources to DEF oversight. I believe
19 some of the issues identified in PWSA's audits can likely be resolved with increased
20 communication and oversight. PWSA should also establish clear metrics for auditing DEF-
21 handled accounts, so that additional training and remedial action can be taken if errors are found
22 in a certain percent of DEF-handled accounts.

1 Third, I recommend that PWSA implement critical changes to its tracking of low income
2 customers. PWSA should ensure that its systems – and any associated DEF system – are able to
3 accurately track and report on the income levels of its low income customers, and how many of its
4 customers are enrolled in and/or are actively participating in PWSA’s low income programs by
5 poverty tier. As previously discussed, an accurate count of low income customers is critical to
6 determining whether PWSA’s available assistance is reaching low income customers – especially
7 those customers who are at the bottom of the poverty scale and who have the greatest need for
8 assistance in order to connect to and maintain essential water and wastewater services. PWSA
9 should be required to make critical improvements to ensure that its tracking of low income
10 customers is robust and can be accurately reported as needed to fully assess and adjust
11 programming to better serve identified needs.

12 Finally, and related to my third overarching recommendation, PWSA should begin
13 reporting on low income program participation levels at each LIAAC meeting. This will not only
14 help to improve engagement with social service providers and community members, it will also
15 help PWSA improve the accuracy and consistency of its low income program data. Over the years,
16 I have served on many low income utility advisory committees. These advisory groups can and
17 often do serve an important role in providing input and advice to utilities regarding program
18 administration. But the success of an advisory committee is highly dependent on the data and
19 information shared. Providing consistent information about program enrollment levels will help
20 to inform the advisory group, while also helping to keep PWSA on track with critical program
21 growth.

1 **1. Bill Discount Program**

2 **Q: In its current rate filing, does PWSA propose any changes to its BDP?**

3 A: Yes. PWSA is proposing to increase its volumetric discount from 20% to 50% for BDP
4 customers with household income at or below 50% FPL and reduce the proposed stormwater fee
5 by 75% for customers who meet BDP eligibility guidelines of 150% or below FPL.⁸⁹ It is not
6 proposing to introduce any volumetric discount for customers with income between 51-150% FPL.

7 **Q: Are PWSA's proposed changes to its BDP adequate to offset the financial impact of**
8 **the proposed rate increase?**

9 A: Yes and no. PWSA's proposal improves affordability, and will help to offset the financial
10 impact of the rate increase for many households. I strongly support PWSA's proposal to expand
11 the volumetric discount from 20% to 50% for BDP participants with household income at or
12 below 50% FPL , and recommend the proposal be approved as a shorter-term solution.

13 However, the structure of PWSA's BDP does not provide a consistent level of affordability –
14 especially for higher users who are more likely to have larger families and/or live in homes with
15 leaky pipes and fixtures. Pittsburgh United Exhibits 1-a, 1-b, and 1-c show the bill impact of the
16 proposed water and wastewater rate increase, together with the proposed stormwater fee, for
17 BDP participants – assuming the improvements to the BDP proposed by PWSA are adopted.⁹⁰

18 As these exhibits show, even with the enhancements proposed by PWSA, BDP rates still exceed
19 acceptable levels of affordability for many low income customers – especially for high users.

20 With a straight discount offered under the BDP, customers at lower income levels and with
21 higher usage rates will necessarily devote a greater portion of their household's resources to pay

⁸⁹ PWSA St. 6 at 26: 7-15.

⁹⁰ See Pittsburgh United Exhibits 1-a, 1-b, and 1-c.

1 their PWSA bill compared to families at higher incomes who are enrolled in the BDP. This is not
2 an equitable distribution of discounts offered to low income customers, and cannot provide
3 consistent levels of affordability needed to achieve the vital goals of bill discount and customer
4 assistance programs – improved bill payment behaviors, reduced terminations for non-payment,
5 and better long-term affordability for low income customers.

6 As previously discussed, only a small percentage of PWSA’s low income customers have
7 been able to enroll in the BDP program. In April 2019, just 1,809 customers were enrolled in BDP;
8 in two years, that number has grown to 4,270⁹¹ – but remains far behind estimated need. As noted
9 at the beginning of my testimony, PWSA estimates that approximately 27% of its residential
10 customers are low income.⁹² And, while PWSA only recently began tracking its low income
11 population in March 2021, it has already begun tracking at least 5,544 low income customers as
12 of April 2021⁹³ – far more than the 4,270 enrolled in the BDP in that same month.

13 Overall, critical improvements to the BDP are necessary to ensure the program is able to
14 offset the substantial impact of PWSA’s rate proposal on PWSA’s low income customers and to
15 meet the needs in PWSA’s service territory for bill assistance and increased affordability.

16 **Q: Do you have any recommendations to improve the BDP?**

17 A: Yes. As discussed above, even taking into account PWSA’s proposed improvements to the
18 BDP, the BDP does not provide consistent and equitable bill discounts for many low income
19 customers. I therefore recommend that PWSA transition the BDP to a percentage of income
20 program (PIP), which targets affordability based on an individual’s income level. I recommend
21 that PWSA target affordability for a PIP-structured BDP at 2.5, 3, and 4% of household income

⁹¹ OCA I-12a.

⁹² United III-26; OCA I-9, Attachment.

⁹³ OCA I-29.

1 for those at 0-50%, 51-100% FPL, and 101-150% FPL, respectively, for dual water and wastewater
2 customers. I recommend that this transition occur on or before December 2023, approximately
3 two years from the date of a final order in this proceeding. I recommend a longer transition period
4 to ensure there is ample time for PWSA to put the necessary systems in place for the program to
5 be a success. Transitioning PWSA's BDP to a PIP-structure would ensure that those at the lowest
6 levels of the FPL and/or with larger families are not paying a disproportionate level of their
7 incomes for critical water and wastewater services and would improve the ability of low income
8 families to stay connected to water and wastewater services in their homes. Rates for water and
9 wastewater services are likely to continue to rise in the coming years, and it is important that
10 PWSA have a program structure in place capable of delivering accessible, consistent, and equitable
11 levels of affordability to economically vulnerable households.

12 Finally, as noted briefly below in Section VII, I support the recommendation of Pittsburgh
13 United witness Michele Adams that PWSA provide BDP participants with a 100% discount on the
14 stormwater fee.

15 **2. Pilot Arrearage Forgiveness Program**

16 **Q: Does PWSA propose any changes to the Pilot Arrearage Forgiveness Program**
17 **(PAFP) in its proposed rate filing?**

18 A: No, PWSA does not propose any changes to its Pilot Arrearage Forgiveness Program
19 (PAFP) in the present filing.⁹⁴

20 **Q: Do you have any concerns about PWSA's Pilot Arrearage Forgiveness Program?**

21 A: Yes. I am concerned that the PAFP, as implemented, fails to adequately address the high
22 levels of arrears faced by many low income customers. First, I am concerned that the level of

⁹⁴ PWSA St. 6 at 24-26.

1 enrollment in the PAFP is relatively low. PWSA reports that from February to April 2021, a total
2 of 143 customers enrolled in the PAFP.⁹⁵ Of the 143 customers who enrolled in the PAFP, a total
3 of 24 customers were subsequently removed from the program in March and April.⁹⁶ This
4 enrollment level is very low compared to the 248 customers that enrolled in the BDP during this
5 same timeframe (February to April, 2021)⁹⁷ and the level of arrears associated with BDP customer
6 accounts (\$2,962,281 as of March 2021).⁹⁸ It is likely that more than 143 of the 248 BDP enrollees
7 entered the program with arrears and should have been enrolled in the arrearage forgiveness
8 program.

9 Second, I am concerned that the PAFP does not offer a meaningful way for customers who
10 catch up on arrears accrued prior to entry into the BDP. While providing customers with a
11 mechanism for arrearage forgiveness is a step in the right direction, a \$15 credit for each payment
12 received is small compared to the average level carried by many low income customers. Low
13 income customers carry a substantial level of arrears both on entry into the BDP and after BDP
14 enrollment.⁹⁹ BDP customer arrears, on average, amount to approximately \$868.50 per BDP
15 customer.¹⁰⁰ It is essential that low income consumers are given a reasonable means to catch up
16 on past due bills upon entry into the BDP. Otherwise, the collections benefits associated with
17 universal service programs – in terms of reduced collections expenses and uncollectible expenses
18 – will not be realized. Other utilities that have customer assistance programs are successful at
19 achieving program goals – including but not limited to, improving bill affordability and bill

⁹⁵ United I-19.

⁹⁶ Id.

⁹⁷ OCA I-7, Attachment.

⁹⁸ OCA I-13, Attachment.

⁹⁹ See, supra at 18.

¹⁰⁰ See OCA I-12a, Attachment; OCA I-13, Attachment.

1 payment behaviors, and reducing uncollectible expenses – are not only designed to provide
2 meaningful discounts to participants, but are also coupled with a mechanism for arrearage
3 forgiveness.¹⁰¹

4 The level of affordability provided by the BDP, coupled with the Pilot Arrearage
5 Forgiveness Program is further hampered by the requirement that customers must enter into
6 payment arrangements related to their past-due arrears in order to enroll in the PAFP.¹⁰² Ms.
7 Quigley indicates that for a PWSA customer to enroll in the PAFP, they must (1) enroll in the
8 BDP; and (2) enter into an income based payment plan.¹⁰³ In other words, a BDP customer must
9 pay both the BDP rate (which is already unaffordable for many low income families) in addition
10 to a payment arrangement installment in order to earn forgiveness on their arrears. Requiring
11 customers to enter into a payment arrangement as a condition of entering into the PAFP further
12 increases customers' monthly bills. PWSA must make critical improvements to the Pilot Arrearage
13 Forgiveness Program to ensure that low income customers are provided a meaningful opportunity
14 to earn forgiveness on past-due arrears.¹⁰⁴

15 **Q: Do you have any recommendations to improve the Pilot Arrearage Forgiveness**
16 **Program?**

17 A: Yes. Customers who enroll in the BDP should automatically be enrolled in and receive the
18 benefit of the arrearage forgiveness. As discussed, the Pilot Arrearage Forgiveness Program has a

¹⁰¹ See e.g., Water Research Foundation, Best Practices in Customer Assistance Programs, at 78-80, (2010), available at: <https://www.waterrf.org/research/projects/best-practices-customer-payment-assistance-programs>; see also, American Water Works Association, Thinking Outside the Bill: A Utility Manager's Guide to Assisting Low-Income Water Customers, at 8 (2d ed. 2014), available at: <https://www.awwa.org/Portals/0/AWWA/ETS/Resources/ThinkingOutsidetheBill-2Ed.pdf>.

¹⁰² United I-22.

¹⁰³ Id.

¹⁰⁴ 2020 Joint Settlement at 11, at ¶ 2. Indeed, the parties to the Joint Settlement explicitly reserved their right to address the terms and parameters of the automated Arrearage Forgiveness Program in the next rate case proceeding.

1 fairly low enrollment rate compared to PWSA’s BDP customers, and PWSA’s confirmed and
2 estimated low income customer counts. In order to ensure that more at-need customers are able to
3 access arrearage forgiveness, customers should not be required to apply for arrearage forgiveness
4 as a separate process, but rather should be provided the benefit as an integrated component of the
5 BDP. This is consistent with the arrearage forgiveness provided by other major Pennsylvania
6 utilities – in which arrearage forgiveness is provided concurrently with the bill discount under
7 customer assistance programs.

8 Second, upon entry into the BDP – and thus the arrearage forgiveness program – BDP
9 customers’ pre-program arrears should be frozen. BDP customers should no longer be required to
10 make payments on these arrears while they remain in the program, and the pre-program arrears
11 should be frozen and no longer incur late fees or other associated charges. Customers should not
12 have to enter into a payment arrangement in order to earn forgiveness on these past due arrears.
13 Rather, consistent with other Customer Assistance Programs, BDP participants should earn
14 arrearage forgiveness by making timely and in-full payments on their discounted monthly bill –
15 without the addition of a payment arrangement.

16 Third, I recommend that PWSA revise the discount structure under the PAFP. In order to
17 provide a meaningful and equitable means for low income customers to catch-up on their arrears
18 – especially those customers who carry higher balances – I recommend that PWSA implement a
19 percent of forgiveness, rather than a flat forgiveness amount. Specifically, I recommend that, for
20 each in-full payment that a customer makes while enrolled in the BDP, 1/36th of a customer’s pre-
21 program arrears are forgiven. Similar to other programs, PWSA should allow BDP participants to
22 earn forgiveness on catch-up payments.

1 **3. Hardship Fund Program**

2 **Q: Does PWSA propose to make any changes to its Hardship Fund pursuant to the**
3 **present rate filing?**

4 A: Yes. PWSA is proposing to increase the income eligibility of its Hardship Fund from 150%
5 FPL to 300% FPL, and to include \$100,000 of ratepayer funding to provide additional financial
6 support for the Hardship Fund.¹⁰⁵

7 **Q: Please describe how PWSA’s Hardship Fund is funded.**

8 A: The Hardship Fund Program was originally funded with \$500,000.00 received as a result
9 of a Settlement with Veolia.¹⁰⁶ Pursuant to the last rate case in this matter, PWSA began efforts
10 related to outreach and fundraising for its Hardship Fund Program.¹⁰⁷ PWSA conducted a “12 Days
11 of Giveaways” – an internal fundraising campaign during the winter holiday season.¹⁰⁸ The
12 campaign raised approximately \$4,311 for the Hardship Fund.¹⁰⁹ Unfortunately, PWSA’s second
13 campaign, which consisted of a letter soliciting contributions to the Hardship Fund, resulted in a
14 shortfall.¹¹⁰

15 **Q: Do you support PWSA’s proposed changes to its Hardship Fund Program?**

16 A: Yes. I am encouraged that PWSA is seeking to expand eligibility to its Hardship Fund
17 Program and to provide additional funding so that customers are able to obtain critical grant
18 assistance to stay connected to water and wastewater services. However, given the proposed

¹⁰⁵ PWSA St. 6 at 26: 16-22.

¹⁰⁶ See Pa. PUC v. PWSA (2018 PWSA Rate Case), Joint Petition for Settlement, Docket Nos. R-2018-3002645, R-2018-3002647 (Joint Petition filed November 29, 2018).

¹⁰⁷ PWSA St. 6 at 25.

¹⁰⁸ Id. at 25: 8-12.

¹⁰⁹ Id. at 25: 14-16.

¹¹⁰ Id. at 25: 17-24.

1 expansion of the Hardship Fund Program to customers at or below 300% FPL, PWSA must
 2 develop long-term solutions to increase contributions to the Hardship Fund. Indeed, if PWSA is
 3 going to increase the pool of eligible customers, it must also increase the availability of funding to
 4 provide assistance to a greater number of customers. It is also critical that PWSA identify longer-
 5 term solutions to support the Hardship Fund Program given that it appears that to be a substantial
 6 gap between the arrearages carried by low income customers who receive a Hardship Fund grant
 7 and the amount of the Hardship Fund grant awarded, indicating a need for increased grant amounts
 8 to prevent termination of service:¹¹¹

9 **Table 7: Hardship Grants Provided and Arrearage Levels**

Month/Year	Number of Grants Awarded	Average Grant Award	Average Arrearage of Grant Recipient
Apr-21	10	\$156.84	\$484.96
Mar-21	42	\$138.73	\$482.77
Feb-21	32	\$169.87	\$509.41
Jan-21	15	\$249.60	\$513.91
Dec-20	10	\$237.20	\$629.01

10

11 As shown in the table above, on average, the Hardship Fund grant that many low income
 12 customers receive is insufficient to meaningfully impact the substantial arrearage levels carried by
 13 grant recipients. With the lifting of the COVID-19 moratorium on utility terminations and the
 14 eventual resumption of terminations for non-payment of residential customers, it is all the more
 15 important that PWSA is able to develop and maintain a robust Hardship Fund that can provide
 16 grants adequate to offset the unaffordability and arrearage level borne by PWSA’s low income
 17 customers.

¹¹¹ OCA I-20, Attachment A and Attachment C.

1 I am also concerned about the historically low numbers of customers who have been
2 awarded Hardship Grants by PWSA. In 2018, only 118 customers received a Hardship Grant; in
3 2019 only 180 customers received a Hardship Grant; and in 2020, only 27 customers received a
4 Hardship Grant.¹¹² While the amount of grants *awarded* by PWSA remains low, the need for grant
5 assistance amongst PWSA’s low income customers is substantial. As previously discussed, BDP
6 enrollees enter the BDP with substantial levels of arrears, which might be greatly reduced through
7 hardship grant funding. With the proposed rate increase combined with eventual resumption in
8 utility terminations and the continued economic impacts of the COVID-19 pandemic, the need for
9 grant assistance is likely to increase. Based on the economic toll felt by vulnerable and low income
10 households across the Commonwealth throughout the last year, I believe that there will be a
11 significant increase in the need for grant assistance in the coming months.¹¹³ As such, PWSA
12 should be required to take additional steps to eliminate barriers to the Hardship Fund Program and
13 to bolster funding for the Program over the long-term.

14 **Q: Do you have any recommendations related to PWSA’s Hardship Fund Program?**

15 A: Yes. First, I recommend that PWSA eliminate its sincere effort payment requirement.
16 While PWSA has taken steps to reduce its sincere effort payment requirement,¹¹⁴ I am still
17 concerned that such requirements pose an insurmountable barrier to receiving grant assistance for
18 the most at-need customers. With such requirements, if customers are not able to make payments
19 for a number of months due to financial hardships, they would be categorically disqualified from
20 receiving grants – precisely when they need Hardship Fund grant assistance the most. For the most

¹¹² United I-4, Attachment.

¹¹³ See, e.g., Jin, Beatrice and McGill, Andrew, [Who is Most at Risk of the Coronavirus Crisis: 24 Million of the Lowest-Income Workers](#), Politico (March 21, 2020), available at:

<https://www.politico.com/interactives/2020/coronavirus-impact-on-low-income-jobs-by-occupation-chart/>.

¹¹⁴ PWSA St. 6 at 24: 15-18.

1 vulnerable low income customers who are seeking grant assistance, often after many months of
2 financial hardships, hardship funding is out of reach as a result of the up-front payment
3 requirement. In my experience working with low income families, most exhaust all available
4 resources – obtaining support from friends and family – before applying for grant assistance
5 programs. I have personally assisted clients facing similar up-front payment requirements, who
6 have resorted to borrowing from predatory payday lenders to make them eligible to receive grant
7 assistance to stop a termination. Ultimately, this just pushes the family closer to bankruptcy –
8 which only serves to further increase uncollectible expenses. Families experiencing an acute
9 hardship should not be required to make an up-front payment in order to secure assistance.

10 Second, I continue to be concerned about funding under the Hardship Fund Program in the
11 long-term. While I am pleased that PWSA’s expert witness, Julie Quigley, indicates that PWSA is
12 committed to continuing its outreach to seek funding for the Hardship Fund Program, I am
13 concerned that PWSA’s previous outreach efforts have only resulted in minimal contributions to
14 the Hardship Fund Program. As such, I recommend that PWSA work with stakeholders and
15 through its LIAAC to develop a plan for fundraising for the Hardship Fund Program which should
16 include, but not be limited to, an option for customers who make online payments to “add a buck”
17 to their bills or “round up” their bill in order to contribute to the Hardship Fund Program.

1 **4. Winter Shut-Off Moratorium Program**

2 **Q: Is PWSA proposing any changes to its Winter Shut Off Moratorium Program?**

3 A: Yes. In its rate filing, PWSA proposes to expand its Winter Shut Off Moratorium to Seniors
4 (i.e. customers who are 65 or older), regardless of income level.¹¹⁵ PWSA estimates that, as of July
5 2019, approximately 14.7% of the City of Pittsburgh’s population was 65 years of age or older.¹¹⁶

6 **Q: Do you support PWSA’s proposed changes to its Winter Shut Off Moratorium**
7 **Program?**

8 A: Yes. I am encouraged to see that PWSA is taking steps to extend its Winter Shut Off
9 Moratorium to customers aged 65 or older, regardless of income. However, the number of
10 customers receiving protection from the Winter Shut-Off Moratorium Program remains very low
11 – despite PWSA extending the protection to customers at or below 300% FPL in the last rate
12 proceeding. Only 902 PWSA customers received protection from the Winter Shut-Off Moratorium
13 in 2020 – most likely a function of the moratorium on utility terminations that was in place.¹¹⁷ But
14 in 2019, only 3,355 customers received protection pursuant to the Winter Shut-Off Moratorium
15 Program.¹¹⁸ This number is very low compared to the number of low income customers PWSA’s
16 estimates to be in its service territory. Note also that in 2019, 6 BDP customers were terminated
17 during the winter months - despite the fact that these customers were categorically eligible for the
18 Winter Shut-Off Moratorium.¹¹⁹

¹¹⁵ PWSA St. 6 at 27: 3-11.

¹¹⁶ Id. at 27: 3-11.

¹¹⁷ United I-5.

¹¹⁸ Id.

¹¹⁹ OCA I-1c.

1 **Q: Do you have any recommendations related to PWSA’s Winter Shut-Off Moratorium**
2 **Program?**

3 A: Yes. In order to ensure that eligible PWSA customers are better able to enroll in the Winter
4 Shut-Off Moratorium, I recommend that PWSA develop a process by which all confirmed low
5 income customers will automatically be protected from service terminations during the winter.
6 Connecting customers with this protection is all the more vital given the Commission has recently
7 lifted its moratorium on utility terminations. While PWSA has indicated that they have not yet
8 begun termination of residential service for non-payment, given the increased arrears amongst low
9 income customers, and the disproportionate economic struggles that low income households have
10 faced as a result of the pandemic, it is essential that eligible customers are able to maintain services
11 necessary to remaining in their homes safely during the winter months. I note that this will also
12 help reduce the high administrative costs that PWSA currently pays to DEF.

13 **VII. STORMWATER FEE**

14 **Q: Please summarize PWSA’s proposed stormwater fee.**

15 A: PWSA’s current wastewater tariff does not address stormwater runoff cost.¹²⁰ Given a
16 number of problems with including stormwater costs under wastewater rates described by PWSA,
17 PWSA is proposing a stormwater tariff.¹²¹ According to PWSA’s expert witness, Mr. Igwe,
18 describes how PWSA’s stormwater fee is based on a “cost-based approach” that takes the position
19 that “customers for stormwater service should pay in relation to the demands they impose on
20 PWSA’s facilities and the costs incurred to serve them.”¹²² The stormwater fee for residential

¹²⁰ PWSA St. 7 at 28: 14-25.

¹²¹ Id.

¹²² PWSA St. 7 at 29: 13-22.

1 customers will be comprised of three tiers based on the parcel’s impervious area.¹²³ For
2 nonresidential customers, the stormwater fee will be calculated based on the impervious area of
3 the parcel.¹²⁴ The proposed tariff also includes credits to incentivize customers to reduce
4 stormwater runoff from their properties by reducing impervious area or by improving the capture
5 or absorption of precipitation.¹²⁵ PWSA is proposing a 75% stormwater fee reduction for
6 customers who meet BDP eligibility guidelines of being 150% FPL or below.¹²⁶

7 **Q: Do you support PWSA’s stormwater fee, as proposed?**

8 A: No, not as proposed. While I am generally supportive of the creation of the stormwater fee
9 and support the reasons for implementing a stormwater fee discussed by Pittsburgh United’s expert
10 witness, Michele Adams, in her Direct Testimony, I do not believe that it is appropriate to assess
11 PWSA’s low income customers a stormwater fee at this time. As previously discussed, PWSA’s
12 proposed rate increase will already pose substantial barriers to affordability to PWSA’s low
13 income customers and represents another in a series of rate increases recently implemented by
14 PWSA. Assessing BDP participants another fee – over and above the proposed rate increase – will
15 further exacerbate affordability issues. I support Ms. Adam’s proposal that PWSA’s BDP
16 customers are provided with a 100% discount on the stormwater fee. As Ms. Adams discusses in
17 her Direct Testimony, a number of critical changes are necessary to the PWSA’s stormwater fee
18 and stormwater proposal to ensure that low income customers are not disproportionately impacted
19 by the proposal.

¹²³ Id.

¹²⁴ Id.

¹²⁵ Id.

¹²⁶ PWSA St. 6 at 26: 9-14.

1 **VIII. SUMMARY OF RECOMMENDATIONS**

2 In my Direct Testimony, I made several recommendations to address to current
3 unaffordability for PWSA customers and to mitigate the financial impact of the proposed rate
4 increase for low income households. As an overarching recommendation, I believe that PWSA’s
5 proposal to increase rates should be rejected, as it is not an appropriate time to raise rates as
6 thousands of PWSA’s residential customers are struggling to regain financial stability following
7 the COVID-19 pandemic. Nevertheless, and especially if PWSA’s rate increase is approved, I
8 recommend that the Commission:

- 9 • Approve PWSA’s proposed rate design at this time, but require PWSA to transition its low
10 income rate assistance program from a BDP design to a Percentage of Income Program
11 (PIP) design. Following redesign of PWSA’s BDP, PWSA should be required to remove
12 the minimum usage from the fixed residential customer charge.
- 13 • Require PWSA to extend its moratorium on residential terminations until at least April 1,
14 2022, following expiration of the winter moratorium.
- 15 • Require PWSA to continue to waive its reconnection fees for one year from the date of the
16 Final Order in this proceeding.
- 17 • Require PWSA to continue to waive its good faith payment requirement for its Hardship
18 Fund.
- 19 • Require PWSA to continue its current modifications to its Hardship Fund program
20 enrollment for one year from the date of the Final Order in this case to allow customers to
21 self-certify their incomes, consistent with PWSA’s income documentation requirements
22 for its respective low income programs.
- 23 • Require PWSA to pursue changes to its contract with DEF for administration of the BDP,
24 and explore alternative compensation structures that would more appropriately incentivize
25 DEF – or an alternative program administrator – to improve BDP enrollment.
- 26 • Require PWSA to provide additional training to DEF on areas related to program
27 enrollment and continue to allocate additional resources to DEF oversight.
- 28 • Require PWSA to implement critical changes to its tracking of low income customers.
29 PWSA should ensure that its systems – and any associated DEF system – are able to
30 accurately track and report on the income levels of its low income customers, and how
31 many of its customers are enrolled in and/or are actively participating in PWSA’s low

1 income programs by poverty tier. PWSA should also begin reporting on low income
2 program participation levels at each LIAAC meeting.

3 • Require PWSA to transition the BDP to a percentage of income program (PIP) by
4 December 2023.

5 • Regarding the Pilot Arrearage Forgiveness Program (PAFP), BDP participants should be
6 automatically enrolled in the PAFP when entering the BDP, and should no longer be
7 required to make payments on their pre-program arrears – instead, these arrears should be
8 frozen and no longer accrue late fees or other associated charges. For each full, on-time
9 payment made while enrolled in the BDP, customers should have 1/36th of their pre-
10 program arrears forgiven. Similar to other programs, PWSA should allow BDP participants
11 to earn forgiveness on catch-up payments.

12 • Require PWSA to eliminate its sincere effort payment requirement for Hardship Fund grant
13 assistance in order to address the need for grant funding amongst PWSA’s most at-need
14 customers. Additionally, PWSA should work with stakeholders and through its LIAAC to
15 develop a plan for fundraising for the Hardship Fund Program which should include, but
16 not be limited to, an option for customers who make online payments to “add a buck” to
17 their bills or “round up” their bill in order to contribute to the Hardship Fund.

18 • Require PWSA to develop a process by which all confirmed low income customers will
19 automatically be protected from service terminations during the winter.

20 • Require PWSA to provide BDP customers with a 100% discount on the stormwater fee, in
21 additional to the improvements proposed by Ms. Adams in her Direct Testimony to ensure
22 that low income customers are not disproportionately impacted by the stormwater fee
23 proposal.

24
25 **Q: Does this conclude your Direct Testimony?**

26 A: Yes.

Pittsburgh United, Statement 1

EXHIBIT 1-a, 1-b, and 1-c

Water/ Wastewater/Stormwater Burden Tables

Pittsburgh UNITED Exhibit 1-a
Water/Wastewater/Stormwater Burden Tables - Full Tariff and BDP
Proposed Rates Include Tier 1 Stormwater Fee

*income levels represent 25%, 50%, 100%, 125%, and 150% FPL, using 2021 federal poverty guidelines.
 See HHS Poverty Guidelines for 2021, <https://aspe.hhs.gov/poverty-guidelines>.

2 Person Household										
	Income	Monthly Full Tariff CURRENT	Annual Full Tariff CURRENT	Burden - Full Tariff CURRENT	Monthly Full Tariff PROPOSED	Annual Full Tariff PROPOSED	Burden - Full Tariff PROPOSED	Monthly BDP PROPOSED	Annual BDP PROPOSED	Burden - BDP PROPOSED
2000 Gal.										
50% FPL	\$ 8,710	\$ 55.67	\$ 668.04	8%	\$ 61.26	\$ 735.12	8%	\$ 11.93	\$ 143.16	2%
100% FPL	\$ 17,420	\$ 55.67	\$ 668.04	4%	\$ 61.26	\$ 735.12	4%	\$ 22.86	\$ 274.32	2%
150% FPL	\$ 26,130	\$ 55.67	\$ 668.04	3%	\$ 61.26	\$ 735.12	3%	\$ 22.86	\$ 274.32	1%
3000 Gal										
50% FPL	\$ 8,710	\$ 75.56	\$ 906.72	10%	\$ 83.12	\$ 997.44	11%	\$ 22.86	\$ 274.32	3%
100% FPL	\$ 17,420	\$ 75.56	\$ 906.72	5%	\$ 83.12	\$ 997.44	6%	\$ 44.72	\$ 536.64	3%
150% FPL	\$ 26,130	\$ 75.56	\$ 906.72	3%	\$ 83.12	\$ 997.44	4%	\$ 44.72	\$ 536.64	2%
4000 Gal										
50% FPL	\$ 8,710	\$ 95.45	\$ 1,145.40	13%	\$ 104.98	\$ 1,259.76	14%	\$ 33.79	\$ 405.48	5%
100% FPL	\$ 17,420	\$ 95.45	\$ 1,145.40	7%	\$ 104.98	\$ 1,259.76	7%	\$ 66.58	\$ 798.96	5%
150% FPL	\$ 26,130	\$ 95.45	\$ 1,145.40	4%	\$ 104.98	\$ 1,259.76	5%	\$ 66.58	\$ 798.96	3%
5000 Gal										
50% FPL	\$ 8,710	\$ 115.34	\$ 1,384.08	16%	\$ 126.84	\$ 1,522.08	17%	\$ 44.72	\$ 536.64	6%
100% FPL	\$ 17,420	\$ 115.34	\$ 1,384.08	8%	\$ 126.84	\$ 1,522.08	9%	\$ 88.44	\$ 1,061.28	6%
150% FPL	\$ 26,130	\$ 115.34	\$ 1,384.08	5%	\$ 126.84	\$ 1,522.08	6%	\$ 88.44	\$ 1,061.28	4%
3 Person Household										
	Income	Monthly Full Tariff CURRENT	Annual Full Tariff CURRENT	Burden - Full Tariff CURRENT	Monthly Full Tariff PROPOSED	Annual Full Tariff PROPOSED	Burden - Full Tariff PROPOSED	Monthly BDP PROPOSED	Annual BDP PROPOSED	Burden - BDP PROPOSED
2000 Gal.										
50% FPL	\$ 10,980	\$ 55.67	\$ 668.04	6%	\$ 61.26	\$ 735.12	7%	\$ 11.93	\$ 143.16	1%
100% FPL	\$ 21,960	\$ 55.67	\$ 668.04	3%	\$ 61.26	\$ 735.12	3%	\$ 22.86	\$ 274.32	1%

150% FPL	\$ 32,940	\$ 55.67	\$ 668.04	2%	\$ 61.26	\$ 735.12	2%	\$ 22.86	\$ 274.32	1%
3000 Gal										
50% FPL	\$ 10,980	\$ 75.56	\$ 906.72	8%	\$ 83.12	\$ 997.44	9%	\$ 22.86	\$ 274.32	2%
100% FPL	\$ 21,960	\$ 75.56	\$ 906.72	4%	\$ 83.12	\$ 997.44	5%	\$ 44.72	\$ 536.64	2%
150% FPL	\$ 32,940	\$ 75.56	\$ 906.72	3%	\$ 83.12	\$ 997.44	3%	\$ 44.72	\$ 536.64	2%
4000 Gal										
50% FPL	\$ 10,980	\$ 95.45	\$ 1,145.40	10%	\$ 104.98	\$ 1,259.76	11%	\$ 33.79	\$ 405.48	4%
100% FPL	\$ 21,960	\$ 95.45	\$ 1,145.40	5%	\$ 104.98	\$ 1,259.76	6%	\$ 66.58	\$ 798.96	4%
150% FPL	\$ 32,940	\$ 95.45	\$ 1,145.40	3%	\$ 104.98	\$ 1,259.76	4%	\$ 66.58	\$ 798.96	2%
5000 Gal										
50% FPL	\$ 10,980	\$ 115.34	\$ 1,384.08	13%	\$ 126.84	\$ 1,522.08	14%	\$ 44.72	\$ 536.64	5%
100% FPL	\$ 21,960	\$ 115.34	\$ 1,384.08	6%	\$ 126.84	\$ 1,522.08	7%	\$ 88.44	\$ 1,061.28	5%
150% FPL	\$ 32,940	\$ 115.34	\$ 1,384.08	4%	\$ 126.84	\$ 1,522.08	5%	\$ 88.44	\$ 1,061.28	3%
4 Person Household										
	Income	Monthly Full Tariff CURRENT	Annual Full Tariff CURRENT	Burden - Full Tariff CURRENT	Monthly Full Tariff PROPOSED	Annual Full Tariff PROPOSED	Burden - Full Tariff PROPOSED	Monthly BDP PROPOSED	Annual BDP PROPOSED	Burden - BDP PROPOSED
2000 Gal.										
50% FPL	\$ 13,250	\$ 55.67	\$ 668.04	5%	\$ 61.26	\$ 735.12	6%	\$ 11.93	\$ 143.16	1%
100% FPL	\$ 26,500	\$ 55.67	\$ 668.04	3%	\$ 61.26	\$ 735.12	3%	\$ 22.86	\$ 274.32	1%
150% FPL	\$ 39,750	\$ 55.67	\$ 668.04	2%	\$ 61.26	\$ 735.12	2%	\$ 22.86	\$ 274.32	1%
3000 Gal										
50% FPL	\$ 13,250	\$ 75.56	\$ 906.72	7%	\$ 83.12	\$ 997.44	8%	\$ 22.86	\$ 274.32	2%
100% FPL	\$ 26,500	\$ 75.56	\$ 906.72	3%	\$ 83.12	\$ 997.44	4%	\$ 44.72	\$ 536.64	2%
150% FPL	\$ 39,750	\$ 75.56	\$ 906.72	2%	\$ 83.12	\$ 997.44	3%	\$ 44.72	\$ 536.64	1%
4000 Gal										
50% FPL	\$ 13,250	\$ 95.45	\$ 1,145.40	9%	\$ 104.98	\$ 1,259.76	10%	\$ 33.79	\$ 405.48	3%
100% FPL	\$ 26,500	\$ 95.45	\$ 1,145.40	4%	\$ 104.98	\$ 1,259.76	5%	\$ 66.58	\$ 798.96	3%
150% FPL	\$ 39,750	\$ 95.45	\$ 1,145.40	3%	\$ 104.98	\$ 1,259.76	3%	\$ 66.58	\$ 798.96	2%
5000 Gal										
50% FPL	\$ 13,250	\$ 115.34	\$ 1,384.08	10%	\$ 126.84	\$ 1,522.08	11%	\$ 44.72	\$ 536.64	4%
100% FPL	\$ 26,500	\$ 115.34	\$ 1,384.08	5%	\$ 126.84	\$ 1,522.08	6%	\$ 88.44	\$ 1,061.28	4%
150% FPL	\$ 39,750	\$ 115.34	\$ 1,384.08	3%	\$ 126.84	\$ 1,522.08	4%	\$ 88.44	\$ 1,061.28	3%

Pittsburgh UNITED Exhibit 1-b
Water/Wastewater/Stormwater Burden Tables - Full Tariff and BDP
Proposed Rates Include Tier 2 Stormwater Fee

*income levels represent 25%, 50%, 100%, 125%, and 150% FPL, using 2021 federal poverty guidelines.
 See HHS Poverty Guidelines for 2021, <https://aspe.hhs.gov/poverty-guidelines>.

2 Person Household										
	Income	Monthly Full Tariff CURRENT	Annual Full Tariff CURRENT	Burden - Full Tariff CURRENT	Monthly Full Tariff PROPOSED	Annual Full Tariff PROPOSED	Burden - Full Tariff PROPOSED	Monthly BDP PROPOSED	Annual BDP PROPOSED	Burden - BDP PROPOSED
2000 Gal.										
50% FPL	\$ 8,710	\$ 55.67	\$ 668.04	8%	\$ 65.23	\$ 782.76	9%	\$ 12.92	\$ 155.04	2%
100% FPL	\$ 17,420	\$ 55.67	\$ 668.04	4%	\$ 65.23	\$ 782.76	4%	\$ 23.85	\$ 286.20	2%
150% FPL	\$ 26,130	\$ 55.67	\$ 668.04	3%	\$ 65.23	\$ 782.76	3%	\$ 23.85	\$ 286.20	1%
3000 Gal										
50% FPL	\$ 8,710	\$ 75.56	\$ 906.72	10%	\$ 87.09	\$ 1,045.08	12%	\$ 23.85	\$ 286.20	3%
100% FPL	\$ 17,420	\$ 75.56	\$ 906.72	5%	\$ 87.09	\$ 1,045.08	6%	\$ 45.71	\$ 548.52	3%
150% FPL	\$ 26,130	\$ 75.56	\$ 906.72	3%	\$ 87.09	\$ 1,045.08	4%	\$ 45.71	\$ 548.52	2%
4000 Gal										
50% FPL	\$ 8,710	\$ 95.45	\$ 1,145.40	13%	\$ 108.95	\$ 1,307.40	15%	\$ 34.78	\$ 417.36	5%
100% FPL	\$ 17,420	\$ 95.45	\$ 1,145.40	7%	\$ 108.95	\$ 1,307.40	8%	\$ 67.57	\$ 810.84	5%
150% FPL	\$ 26,130	\$ 95.45	\$ 1,145.40	4%	\$ 108.95	\$ 1,307.40	5%	\$ 67.57	\$ 810.84	3%
5000 Gal										
50% FPL	\$ 8,710	\$ 115.34	\$ 1,384.08	16%	\$ 130.81	\$ 1,569.72	18%	\$ 45.71	\$ 548.52	6%
100% FPL	\$ 17,420	\$ 115.34	\$ 1,384.08	8%	\$ 130.81	\$ 1,569.72	9%	\$ 89.43	\$ 1,073.16	6%
150% FPL	\$ 26,130	\$ 115.34	\$ 1,384.08	5%	\$ 130.81	\$ 1,569.72	6%	\$ 89.43	\$ 1,073.16	4%

3 Person Household										
	Income	Monthly Full Tariff CURRENT	Annual Full Tariff CURRENT	Burden - Full Tariff CURRENT	Monthly Full Tariff PROPOSED	Annual Full Tariff PROPOSED	Burden - Full Tariff PROPOSED	Monthly BDP PROPOSED	Annual BDP PROPOSED	Burden - BDP PROPOSED
2000 Gal.										
50% FPL	\$ 10,980	\$ 55.67	\$ 668.04	6%	\$ 65.23	\$ 782.76	7%	\$ 12.92	\$ 155.04	1%
100% FPL	\$ 21,960	\$ 55.67	\$ 668.04	3%	\$ 65.23	\$ 782.76	4%	\$ 23.85	\$ 286.20	1%

150% FPL	\$ 32,940	\$ 55.67	\$ 668.04	2%	\$ 65.23	\$ 782.76	2%	\$ 23.85	\$ 286.20	1%
3000 Gal										
50% FPL	\$ 10,980	\$ 75.56	\$ 906.72	8%	\$ 87.09	\$ 1,045.08	10%	\$ 23.85	\$ 286.20	3%
100% FPL	\$ 21,960	\$ 75.56	\$ 906.72	4%	\$ 87.09	\$ 1,045.08	5%	\$ 45.71	\$ 548.52	2%
150% FPL	\$ 32,940	\$ 75.56	\$ 906.72	3%	\$ 87.09	\$ 1,045.08	3%	\$ 45.71	\$ 548.52	2%
4000 Gal										
50% FPL	\$ 10,980	\$ 95.45	\$ 1,145.40	10%	\$ 108.95	\$ 1,307.40	12%	\$ 52.49	\$ 629.88	6%
100% FPL	\$ 21,960	\$ 95.45	\$ 1,145.40	5%	\$ 108.95	\$ 1,307.40	6%	\$ 85.28	\$ 1,023.36	5%
150% FPL	\$ 32,940	\$ 95.45	\$ 1,145.40	3%	\$ 108.95	\$ 1,307.40	4%	\$ 85.28	\$ 1,023.36	3%
5000 Gal										
50% FPL	\$ 10,980	\$ 115.34	\$ 1,384.08	13%	\$ 130.81	\$ 1,569.72	14%	\$ 45.71	\$ 548.52	5%
100% FPL	\$ 21,960	\$ 115.34	\$ 1,384.08	6%	\$ 130.81	\$ 1,569.72	7%	\$ 89.43	\$ 1,073.16	5%
150% FPL	\$ 32,940	\$ 115.34	\$ 1,384.08	4%	\$ 130.81	\$ 1,569.72	5%	\$ 89.43	\$ 1,073.16	3%

4 Person Household										
	Income	Monthly Full Tariff CURRENT	Annual Full Tariff CURRENT	Burden - Full Tariff CURRENT	Monthly Full Tariff PROPOSED	Annual Full Tariff PROPOSED	Burden - Full Tariff PROPOSED	Monthly BDP PROPOSED	Annual BDP PROPOSED	Burden - BDP PROPOSED
2000 Gal.										
50% FPL	\$ 13,250	\$ 55.67	\$ 668.04	5%	\$ 65.23	\$ 782.76	6%	\$ 12.92	\$ 155.04	1%
100% FPL	\$ 26,500	\$ 55.67	\$ 668.04	3%	\$ 65.23	\$ 782.76	3%	\$ 23.85	\$ 286.20	1%
150% FPL	\$ 39,750	\$ 55.67	\$ 668.04	2%	\$ 65.23	\$ 782.76	2%	\$ 23.85	\$ 286.20	1%
3000 Gal										
50% FPL	\$ 13,250	\$ 75.56	\$ 906.72	7%	\$ 87.09	\$ 1,045.08	8%	\$ 23.85	\$ 286.20	2%
100% FPL	\$ 26,500	\$ 75.56	\$ 906.72	3%	\$ 87.09	\$ 1,045.08	4%	\$ 45.71	\$ 548.52	2%
150% FPL	\$ 39,750	\$ 75.56	\$ 906.72	2%	\$ 87.09	\$ 1,045.08	3%	\$ 45.71	\$ 548.52	1%
4000 Gal										
50% FPL	\$ 13,250	\$ 95.45	\$ 1,145.40	9%	\$ 108.95	\$ 1,307.40	10%	\$ 52.49	\$ 629.88	5%
100% FPL	\$ 26,500	\$ 95.45	\$ 1,145.40	4%	\$ 108.95	\$ 1,307.40	5%	\$ 85.28	\$ 1,023.36	4%
150% FPL	\$ 39,750	\$ 95.45	\$ 1,145.40	3%	\$ 108.95	\$ 1,307.40	3%	\$ 85.28	\$ 1,023.36	3%
5000 Gal										
50% FPL	\$ 13,250	\$ 115.34	\$ 1,384.08	10%	\$ 130.81	\$ 1,569.72	12%	\$ 45.71	\$ 548.52	4%
100% FPL	\$ 26,500	\$ 115.34	\$ 1,384.08	5%	\$ 130.81	\$ 1,569.72	6%	\$ 89.43	\$ 1,073.16	4%
150% FPL	\$ 39,750	\$ 115.34	\$ 1,384.08	3%	\$ 130.81	\$ 1,569.72	4%	\$ 89.43	\$ 1,073.16	3%

Pittsburgh UNITED Exhibit 1-c
Water/Wastewater/Stormwater Burden Tables - Full Tariff and BDP
Proposed Rates Include Tier 3 Stormwater Fee

*income levels represent 25%, 50%, 100%, 125%, and 150% FPL, using 2021 federal poverty guidelines.
 See HHS Poverty Guidelines for 2021, <https://aspe.hhs.gov/poverty-guidelines>.

2 Person Household										
	Income	Monthly Full Tariff CURRENT	Annual Full Tariff CURRENT	Burden - Full Tariff CURRENT	Monthly Full Tariff PROPOSED	Annual Full Tariff PROPOSED	Burden - Full Tariff PROPOSED	Monthly BDP PROPOSED	Annual BDP PROPOSED	Burden - BDP PROPOSED
2000 Gal.										
50% FPL	\$ 8,710	\$ 55.67	\$ 668.04	8%	\$ 73.18	\$ 878.16	10%	\$ 14.91	\$ 178.92	2%
100% FPL	\$ 17,420	\$ 55.67	\$ 668.04	4%	\$ 73.18	\$ 878.16	5%	\$ 25.84	\$ 310.08	2%
150% FPL	\$ 26,130	\$ 55.67	\$ 668.04	3%	\$ 73.18	\$ 878.16	3%	\$ 25.84	\$ 310.08	1%
3000 Gal										
50% FPL	\$ 8,710	\$ 75.56	\$ 906.72	10%	\$ 95.04	\$ 1,140.48	13%	\$ 25.84	\$ 310.08	4%
100% FPL	\$ 17,420	\$ 75.56	\$ 906.72	5%	\$ 95.04	\$ 1,140.48	7%	\$ 47.70	\$ 572.40	3%
150% FPL	\$ 26,130	\$ 75.56	\$ 906.72	3%	\$ 95.04	\$ 1,140.48	4%	\$ 47.70	\$ 572.40	2%
4000 Gal										
50% FPL	\$ 8,710	\$ 95.45	\$ 1,145.40	13%	\$ 116.90	\$ 1,402.80	16%	\$ 36.77	\$ 441.24	5%
100% FPL	\$ 17,420	\$ 95.45	\$ 1,145.40	7%	\$ 116.90	\$ 1,402.80	8%	\$ 69.56	\$ 834.72	5%
150% FPL	\$ 26,130	\$ 95.45	\$ 1,145.40	4%	\$ 116.90	\$ 1,402.80	5%	\$ 69.56	\$ 834.72	3%
5000 Gal										
50% FPL	\$ 8,710	\$ 115.34	\$ 1,384.08	16%	\$ 138.76	\$ 1,665.12	19%	\$ 47.70	\$ 572.40	7%
100% FPL	\$ 17,420	\$ 115.34	\$ 1,384.08	8%	\$ 138.76	\$ 1,665.12	10%	\$ 91.42	\$ 1,097.04	6%
150% FPL	\$ 26,130	\$ 115.34	\$ 1,384.08	5%	\$ 138.76	\$ 1,665.12	6%	\$ 91.42	\$ 1,097.04	4%

3 Person Household										
	Income	Monthly Full Tariff CURRENT	Annual Full Tariff CURRENT	Burden - Full Tariff CURRENT	Monthly Full Tariff PROPOSED	Annual Full Tariff PROPOSED	Burden - Full Tariff PROPOSED	Monthly BDP PROPOSED	Annual BDP PROPOSED	Burden - BDP PROPOSED
2000 Gal.										
50% FPL	\$ 10,980	\$ 55.67	\$ 668.04	6%	\$ 73.18	\$ 878.16	8%	\$ 14.91	\$ 178.92	2%

100% FPL	\$ 21,960	\$ 55.67	\$ 668.04	3%	\$ 73.18	\$ 878.16	4%	\$ 25.84	\$ 310.08	1%
150% FPL	\$ 32,940	\$ 55.67	\$ 668.04	2%	\$ 73.18	\$ 878.16	3%	\$ 25.84	\$ 310.08	1%
3000 Gal										
50% FPL	\$ 10,980	\$ 75.56	\$ 906.72	8%	\$ 95.04	\$ 1,140.48	10%	\$ 25.84	\$ 310.08	3%
100% FPL	\$ 21,960	\$ 75.56	\$ 906.72	4%	\$ 95.04	\$ 1,140.48	5%	\$ 47.70	\$ 572.40	3%
150% FPL	\$ 32,940	\$ 75.56	\$ 906.72	3%	\$ 95.04	\$ 1,140.48	3%	\$ 47.70	\$ 572.40	2%
4000 Gal										
50% FPL	\$ 10,980	\$ 95.45	\$ 1,145.40	10%	\$ 116.90	\$ 1,402.80	13%	\$ 36.77	\$ 441.24	4%
100% FPL	\$ 21,960	\$ 95.45	\$ 1,145.40	5%	\$ 116.90	\$ 1,402.80	6%	\$ 69.56	\$ 834.72	4%
150% FPL	\$ 32,940	\$ 95.45	\$ 1,145.40	3%	\$ 116.90	\$ 1,402.80	4%	\$ 69.56	\$ 834.72	3%
5000 Gal										
50% FPL	\$ 10,980	\$ 115.34	\$ 1,384.08	13%	\$ 138.76	\$ 1,665.12	15%	\$ 47.70	\$ 572.40	5%
100% FPL	\$ 21,960	\$ 115.34	\$ 1,384.08	6%	\$ 138.76	\$ 1,665.12	8%	\$ 91.42	\$ 1,097.04	5%
150% FPL	\$ 32,940	\$ 115.34	\$ 1,384.08	4%	\$ 138.76	\$ 1,665.12	5%	\$ 91.42	\$ 1,097.04	3%

4 Person Household										
	Income	Monthly Full Tariff CURRENT	Annual Full Tariff CURRENT	Burden - Full Tariff CURRENT	Monthly Full Tariff PROPOSED	Annual Full Tariff PROPOSED	Burden - Full Tariff PROPOSED	Monthly BDP PROPOSED	Annual BDP PROPOSED	Burden - BDP PROPOSED
2000 Gal.										
50% FPL	\$ 13,250	\$ 55.67	\$ 668.04	5%	\$ 73.18	\$ 878.16	7%	\$ 14.91	\$ 178.92	1%
100% FPL	\$ 26,500	\$ 55.67	\$ 668.04	3%	\$ 73.18	\$ 878.16	3%	\$ 25.84	\$ 310.08	1%
150% FPL	\$ 39,750	\$ 55.67	\$ 668.04	2%	\$ 73.18	\$ 878.16	2%	\$ 25.84	\$ 310.08	1%
3000 Gal										
50% FPL	\$ 13,250	\$ 75.56	\$ 906.72	7%	\$ 95.04	\$ 1,140.48	9%	\$ 25.84	\$ 310.08	2%
100% FPL	\$ 26,500	\$ 75.56	\$ 906.72	3%	\$ 95.04	\$ 1,140.48	4%	\$ 47.70	\$ 572.40	2%
150% FPL	\$ 39,750	\$ 75.56	\$ 906.72	2%	\$ 95.04	\$ 1,140.48	3%	\$ 47.70	\$ 572.40	1%
4000 Gal										
50% FPL	\$ 13,250	\$ 95.45	\$ 1,145.40	9%	\$ 116.90	\$ 1,402.80	11%	\$ 36.77	\$ 441.24	3%
100% FPL	\$ 26,500	\$ 95.45	\$ 1,145.40	4%	\$ 116.90	\$ 1,402.80	5%	\$ 69.56	\$ 834.72	3%
150% FPL	\$ 39,750	\$ 95.45	\$ 1,145.40	3%	\$ 116.90	\$ 1,402.80	4%	\$ 69.56	\$ 834.72	2%
5000 Gal										
50% FPL	\$ 13,250	\$ 115.34	\$ 1,384.08	10%	\$ 138.76	\$ 1,665.12	13%	\$ 47.70	\$ 572.40	4%
100% FPL	\$ 26,500	\$ 115.34	\$ 1,384.08	5%	\$ 138.76	\$ 1,665.12	6%	\$ 91.42	\$ 1,097.04	4%

150% FPL	\$ 39,750	\$ 115.34	\$ 1,384.08	3%	\$ 138.76	\$ 1,665.12	4%	\$ 91.42	\$ 1,097.04	3%
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Pittsburgh United, Statement 1

APPENDIX A

Resume of Harry Geller

RESUME OF HARRY S. GELLER

EDUCATIONAL BACKGROUND:

Harpur College, State University of New York at Binghamton, B.A. 1966

Washington College of Law, American University, J.D. 1969

New York University Law School, courses in Urban Affairs and Poverty Law, as part of
Volunteers in Service to America (VISTA) Program 1969-1971

EMPLOYMENT:

1988 – 2015 Executive Director, Pennsylvania Utility Law Project (PULP), a project of the civil non-profit Pennsylvania Legal Aid Network. PULP is dedicated to providing technical support, information sharing, and representation to low-income individuals and organizations, assisting and advocating for the low income in utility and energy matters. Responsibilities include project oversight, case consultation, co-counseling, and participation on task forces, work groups and advisory panels, community education and training in utility and energy matters affecting the low-income.

While at PULP, served in the following capacities:

- Chairman, Low-Income Home Energy Assistance Program (LIHEAP) Advisory Committee to the Secretary, Pennsylvania Department of Human Services
- Member, Pennsylvania Public Utility Commission, Consumer Advisory Council
- Coordinator, Pennsylvania Legal Services Utility/Energy Work Groups
- Member, Weatherization Policy Advisory Committee to the Department of Community and Economic Development
- Member, PECO Universal Service Advisory Committee and LIURP Subcommittee

1974-1987 Staff Attorney, Managing Attorney and ultimately, Executive Director of Legal Services, Incorporated (LSI), a civil legal services program serving Adams, Cumberland, Franklin and Fulton Counties. Through a restructuring with other legal services programs, LSI became part of what is now known as MidPenn Legal Services and Franklin County Legal Services.

1971-1972 Staff Attorney, New York City Legal Aid Society, Criminal Court and Supreme Court Branches, New York County.

1969-1971 Volunteer in Service to America (VISTA) assigned to the New York University Law School Project on Urban Affairs and Poverty Law.

BAR ADMISSIONS

New York State

Commonwealth of Pennsylvania

United States District Court, Middle District of Pennsylvania

Cases in which Harry S. Geller has participated as a witness before the Pennsylvania Public Utility Commission since July 1, 2015

- Tenant Union Representative Network v. PECO Energy Company, C-2020-3021557
- Pennsylvania Public Utility Commission v. Philadelphia Gas Works, R-2020-3017206
- Petition of PPL Electric Utilities Corporation for Approval of a Default Service Program for the Period of June 1, 2021 through May 31, 2025, Docket No. P-2020-3019356.
- Petition of PECO Energy Company for Approval of Its Default Service Program for the Period from June 1, 2021 through May 31, 2025, Docket No. P-2020-3019290.
- Petition of Duquesne Light Company for Approval of Default Service Plan for the Period June 1, 2021 through May 31, 2025, Docket No. P-2020-3019522.
- Joint Application of Aqua America, Inc., Aqua Pennsylvania, Inc., Aqua Pennsylvania Wastewater, Inc., Peoples Natural Gas Company LLC and Peoples Gas Company LLC for all of the Authority and Necessary Certificates of Public Convenience to Approve a Change in Control of Peoples Natural Gas Company LLC, and Peoples Gas Company LLC by way of the Purchase of all of LDC Funding LLC's Membership Interests by Aqua America, Inc., Docket Nos. A-2018-3006061, A-2018-3006062, A-2018-3006063.
- Pennsylvania Public Utility Commission v. Aqua Pennsylvania, Inc. et al. Docket Nos. R-2018-3003558 et seq.
- Pennsylvania Public Utility Commission v. Duquesne Light Company, Docket No. R-2018-3000124.
- Pennsylvania Public Utility Commission v. PECO Energy Company- Electric Division, Docket No. R-2018-3000164.
- Joint Petition of Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania Power Company, and West Penn Power Company for Approval of their Default Service Programs for the period commencing June 1, 2019 through May 31, 2023, Docket Nos. P-2017-2637855, P-2017-2637857, P-2017-2637858; P-2017-2637866.
- Pennsylvania Public Utility Commission et al. v. Philadelphia Gas Works, Docket No. R-2017-2586783.
- PECO Energy Company's Pilot Plan for an Advance Payments Program and Petition for Temporary Waiver of Portions of the Commission's Regulations with Respect to that Plan, Docket No. P-2016-2573023.
- Petition of PECO Energy Company for Approval of a Default Service Program for the Period of June 1, 2017 through May 31, 2019, Docket No. P-2016-2534980.
- Petition of PPL Electric Utilities Corporation for Approval of a Default Service Program and Procurement Plan for the Period of June 1, 2017 through May 31, 2021, Docket No. P-2016-2526627.
- Petition of Duquesne Light Company for Approval of a Default Service Program for the Period of June 1, 2017 through May 31, 2021, Docket No. P-2016-2543140.
- Pennsylvania Public Utility Commission et al. v. Columbia Gas of Pennsylvania, Inc., Docket No. R-2016-2529660.
- Joint Petition of Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania Power Company, and West Penn Power Company for Approval of their Default Service Programs for the period commencing June 1, 2017 through May 31, 2019, Docket Nos. P-2015-2511333, P-2015-25113351, P-2015-2511355; P-2015-2511356.
- Petition of PPL Electric Utilities Corporation for Approval of its Energy Efficiency and Conservation Plan, Docket No. M-2015-2515642.

Pittsburgh United, Statement 1

APPENDIX B

Interrogatory Responses

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.

8. **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.

9. **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.

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 Lestitiam
Legal Counsel for the Authority
Gen Presutti
Finance Director for the Authority

WITNESS: DOLLAR ENERGY FUND

Caland Aben 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:

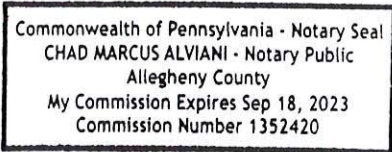
DOLLAR ENERGY FUND

Chad Alvianni

By: *D.V. Ceponi*

Title: CFO

Print name: Daniel V. Ceponi



BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

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

VERIFICATION

I, Harry Geller, Esq., verify that:

- Pittsburgh United Statement No. 1, the prepared Direct Testimony of Harry Geller, consisting of 50 pages of testimony, Exhibit 1-a, 1-b, and 1-c, and Appendices A and B.
- Pittsburgh United Statement No. 1-R, the prepared Rebuttal Testimony of Harry Geller, consisting of 7 pages of testimony.
- Pittsburgh United Statement No. 1-SR, the prepared Surrebutal Testimony of Harry Geller, consisting of 19 pages of testimony.

were prepared by me or under my direct supervision, and are true and correct to the best of my knowledge, information, and belief. I understand that the statements made herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).



Harry Geller, Esq.
118 Locust Street
Harrisburg, PA 17101

Date: August 11, 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
	:	
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 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
- 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
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- 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

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