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April 9, 2021

**Via Electronic Filing**

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

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

Petition of the Pittsburgh Water and Sewer Authority for Approval of Its Long-Term  
Infrastructure Improvement Plan; Docket Nos. P-2018-3005037 and P-2018-3005039

Dear Secretary Chiavetta:

Enclosed for electronic filing please find the Pittsburgh Water and Sewer Authority's ("PWSA") Stage 2 Compliance Plan: Chapters 14 & 56, DSLPA and Collections with regard to the above captioned matter. Relatedly and under separate covers, **PWSA is also filing** today: (1) a Petition for Amendment of the Commission's February 4, 2021 Final Order Regarding Procedural Process for Customer Service and Collections Issues; and, (2) Stage 2 Compliance Plan: Stormwater. Copies to be served in accordance with the attached Certificate of Service.

Sincerely,

Deanne M. O'Dell

cc: Certificate of Service (via email only)

## **CERTIFICATE OF SERVICE**

I hereby certify that this day I served a copy of PWSA's Stage 2 Compliance Plan:

Chapters 14 & 56, DSLPA and Collections upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

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April 9, 2021



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**Pennsylvania Public Utility Commission**  
**Stage 2 Compliance Plan:**  
**Chapters 14 & 56,**  
**DSLPA and Collections**  
**The Pittsburgh Water & Sewer Authority**

April 9, 2021

Docket Number: M-2018-2640802 (water)  
Docket Number: M-2018-2640803 (wastewater)



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## PURPOSE OF THE DOCUMENT

The purpose of this Compliance Plan Stage 2 document is to assist the Pennsylvania Public Utility Commission (“Commission”) with its continuing review of the compliance plan of the Pittsburgh Water and Sewer Authority (“PWSA” or “Authority”) as it transitions to regulation under the Public Utility Code pursuant to 66 Pa.C.S. § 2804(c). This document specifically addresses the Public Utility Code at Chapter 14, the Commission’s Regulations at Chapter 56, the Discontinuance of Service to Leased Premises Act (“DSLPA”), 66 Pa.C.S. §§ 1521-1533; and, PWSA’s plan for collections. PWSA is filing a separate Compliance Plan Stage 2 document that focuses on Stormwater issues.

In addition, this document details the various other proceedings involving PWSA since it became subject to the Commission’s jurisdiction because these other proceedings have also involved and informed issues related to PWSA’s compliance plan.

## PWSA AND CHAPTER 32

### **I. Background of PWSA**

The Pittsburgh Water and Sewer Authority (“PWSA” or “Authority”), a municipal authority, is a body politic and corporate, organized and existing under the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. §§ 5601, *et seq.* PWSA manages the water and sewer systems of the City of Pittsburgh pursuant to a Capital Lease Agreement dated July 15, 1995, which provides for PWSA’s purchase of the water supply, distribution and wastewater collection systems in 2025. Currently, PWSA is responsible for the day-to-day management, operation, maintenance and improvement of virtually the entire City water supply, distribution, and wastewater collection systems pursuant a 2019 Cooperation Agreement which has “the force and

effect of law” until January 1, 2025, unless PWSA and the City mutually agree to an earlier termination date.<sup>1</sup>

The Authority provides water service to approximately 80,000 residential, commercial and industrial customers in portions of the City of Pittsburgh; the Borough of Millvale; and portions of Reserve, O’Hara, and Blawnox Townships, Allegheny County. The Authority also provides wastewater conveyance service to customers located in the City and conveys wastewater for portions of twenty-four neighboring communities. All wastewater is conveyed to the Allegheny County Sanitary Authority (“ALCOSAN”) for treatment. The wastewater conveyance system includes: (1) a combined system (approximately 75% of the system); and, (2) a separated sanitary and stormwater system (approximately 25% of the system). Stormwater is conveyed through the wastewater conveyance system and if it is conveyed through the separated storm water system (which is not connected to either the combined wastewater system or the sanitary sewer system), then PWSA may discharge stormwater directly to a nearby stream or river consistent with National Pollutant Discharge Elimination System (“NPDES”) permits issued by the Department of Environmental Protection.<sup>2</sup>

## II. Requirements of Chapter 32

Effective April 1, 2018, PWSA became subject to the Public Utility Code with the exception of Chapters 11 (relating to certificates of public convenience) and 21 (relating to relations with affiliated interested). *See* 66 Pa.C.S. § 3201 *et seq.* (“Chapter 32”). The transition process established by Chapter 32 included:

- a) Continuation of PWSA’s then-effective Rules and Regulations (aka “Prior Tariff”) until the effective date a new Commission approved Tariff. 66 Pa.C.S. § 3203(a).
- b) A requirement that PWSA file financial information within 30 days to permit the Commission to calculate the assessment to be paid by PWSA pursuant to 66 Pa.C.S. § 510. 66 Pa.C.S. § 3207.

- c) A requirement that PWSA file a tariff and supporting data by July 1, 2018 for the purpose of initiating a base rate case to establish Commission approved rates and initial tariffs. 66 Pa.C.S. § 3204(a).
- d) A requirement that PWSA file: (1) a compliance plan to bring its existing information technology, accounting, billing, collection and other operating systems and procedures into compliance with Commission requirements; and, (2) a long-term infrastructure improvement plan (“LTIIP”) by September 28, 2018. 66 Pa.C.S. § 3204(b).

PWSA has complied with each of the requirements listed above:

- a) PWSA filed its “Rules and Regulations” on March 30, 2018 as its “Official Prior Tariffs.” Prior to their filing, PWSA revised applicable sections of the prior version of its Rules and Regulations to process customer disputes on and after April 1, 2018 in accordance with: (1) Pa Code Chapters 1, 3, and 5; (2) 52 Pa Code §§ 56.140-56.181; and, (3) the Commission’s termination rules set forth at 52 Pa. Code §§ 56.81-56.131 consistent with the Commission’s Final Implementation Order.<sup>3</sup>
- b) PWSA submitted its 2017 Assessment Report in May 2018 and paid the General Assessments Invoices that were received in September 2018 for Commission Fiscal Year of July 1, 2018 through June 30, 2019. PWSA has continued to submit its financial information to the Commission and pay its Commission assessments as invoiced.
- c) PWSA’s Initial Rate Case was approved pursuant to Commission Order entered February 27, 2019 (see Overview of Other Commission Proceedings below).
- d) PWSA filed its Compliance Plan and its LTIIP on September 28, 2018.

The focus of this proceeding is the Commission’s continued review of PWSA’s Compliance Plan pursuant to 66 Pa.C.S. § 3204(c).

### III. Commission Implementation Orders

The Commission adopted a Tentative Implementation Order on January 18, 2018 for the purpose of proposing methods by which the Commission and affected entities may carry out the requirements of Chapter 32.<sup>4</sup> The Tentative Implementation Order set forth the Commission’s tentative proposals and interpretations and invited interested stakeholders to provide comments. Based on the comments submitted by fifteen parties, the Commission entered a Final

Implementation Order on March 15, 2018<sup>5</sup> which provided its final direction regarding the implementation of Chapter 32 and has largely informed PWSA's subsequent filings as discussed in the next sections.

## COMPLIANCE PLAN PROCEEDINGS PURSUANT TO 66 PA.C.S. § 3204(C)

On September 26, 2018, the Commission issued a Secretarial Letter outlining the procedure for Commission review of PWSA's Compliance Plan and LTIIP which included: (1) publication of notice of PWSA's filing; (2) invitation for interested stakeholders to file comments no later than 20 days after publication of the notice; and (3) an assignment of the matter to the Office of Administrative Law Judge ("OALJ") within 45 days with an initial report from technical staff.<sup>6</sup> The *September 26, 2018 Secretarial Letter* also provided that the OALJ was to prepare a recommended decision no later than eight months from the date on which the matter is assigned and the Commission would issue appropriate orders on the filings no later than November 30, 2019.

As directed by Chapter 32 and the Commission, PWSA filed its Compliance Plan (and its LITIIP) on September 28, 2018.<sup>7</sup> On November 28, 2018, the Commission issued a Secretarial Letter which: (1) referred PWSA's September 28, 2018 Compliance Plan filing to the Office of Administrative Law Judge; and (2) established two stages of review for PWSA's Compliance Plan.<sup>8</sup> Litigation related to Stage 2 was to begin after issuance of a final Commission Order in Stage 1, though Commission staff was directed to hold workshops related to Stage 2 issues in 2019.

### I. Stage 1

The *November 28, 2018 Secretarial Letter* announced that the topics to be addressed in Stage 1 were "urgent infrastructure remediation and improvement and the revenue and financing

requirements of maintaining service that supports public health and safety.”<sup>9</sup> The *November 28, 2018 Secretarial Letter* included the Pennsylvania Public Utility Commission Technical Staff Initial Report and Directed Questions Stage 1 (“Stage 1 Staff Directed Questions”) and restated the Commission’s intention to issue appropriate orders on the filings no later than November 30, 2019.

The Commission provided further guidance in a Reconsideration Order entered on December 20, 2018.<sup>10</sup> Ultimately the Commission rejected the request to reconsider its two stage process, explaining its view that the staging process would “address and resolve the most critical issues first” while creating the opportunity for all interested stakeholders to engage informally with Commission staff over the next year (outside of the formal process) to provide “concrete benefits in the implementation of Chapter 32.”<sup>11</sup> The Commission did determine that issues related to Chapter 15 of the Public Utility Code, including Subchapter B known as the Discontinuance of Service to Leased Premises Act (“DSLPA”),<sup>12</sup> were to be included in Stage 1.<sup>13</sup>

The litigation process for Stage 1 commenced in late 2018. A litigation schedule was memorialized in Prehearing Order dated December 27, 2018 which established the dates for PWSA to file a Compliance Plan Supplement<sup>14</sup> and for the parties to submit direct, rebuttal and surrebuttal testimony. Hearings were scheduled for May 21-24, 2019 with briefing to close July 1, 2019.<sup>15</sup> The schedule was designed to permit the ALJs to issue a recommended decision by July 29, 2019 as directed by the Commission.

By February 27, 2019, the parties had the benefit of the knowledge gained as a part of PWSA’s Initial Rate Case<sup>16</sup> and focused on further discovery and sharing of written direct and rebuttal testimony regarding Stage 1 issues. The parties also relied extensively on the Stage 1

Staff Directed Questions to guide the process. As a result of this process, the parties were able to identify what issues were still in dispute and what issues might be resolved through further negotiation. By May 2019, significant progress regarding settlement had been made but consensus was reached that there was insufficient time remaining in the litigation schedule for the parties to conclude their settlement discussions. Therefore, the parties agreed to jointly request a three month extension of the Commission-created deadlines while also setting forth agreed-to conditions to help ensure that health and safety issues were prioritized and would not be adversely impacted during the requested extension.<sup>17</sup> By Secretarial Letter dated May 15, 2019, the Commission granted the joint request of the parties in the Stage 1 litigation to extend the litigation timelines and directed that the ALJ issue a recommended decision no later than October 29, 2019.<sup>18</sup>

By Secretarial Letter dated January 24, 2020, the Commission extended its initial commitment to issue an order regarding Stage 1 by February 28, 2020 to March 31, 2020.<sup>19</sup> The *January 24, 2020 Stage 2 Timeline Secretarial Letter* also established a procedural process for its Stage 2 review.

#### A. Commission's Three Stage 1 Orders

Following the approval of the *Joint Motion for Extension Stage 1* and continuing through August 16, 2019 the parties embarked upon significant discussions aimed toward resolving the issues. A Checklist identifying a total of 186 discrete issues to be addressed in Stage 1 assisted the process.<sup>20</sup> The parties engaged in numerous settlement discussions (on a nearly weekly basis for almost three months) during which PWSA explained its processes and/or reasons for each of its proposals for coming into compliance with the Commission's regulations and the particular concerns and/or questions from the other parties were discussed. PWSA also provided numerous



documents and/or additional information in advance of each of the meetings and worked with the interested parties after each meeting to craft proposals that could satisfactorily resolve the concerns and/or create a path forward toward reaching a resolution. As a result of these efforts, on September 13, 2019, a Joint Petition for Partial Settlement of the Stage 1 proceeding was filed. As explained in the *Stage 1 Partial Settlement*, of the 186 identified issues, agreement was reached regarding 139 issues (nearly 75% of all identified issues).<sup>21</sup> Regarding the remaining issues: (1) the parties sought Commission resolution regarding five specific topics;<sup>22</sup> (2) many were deferred to future proceedings (including those previously moved into Stage 2); and (3) some were no longer open due to the passage of time and/or the resolution of other related matters.<sup>23</sup>

On March 26, 2020, the Commission entered the first of three orders regarding the Compliance Plan Stage 1 proceeding which: (1) approved the *Stage 1 Partial Settlement*; (2) made two modifications related to PWSA's lead service line replacement policy related to partial lead service line replacements; and (3) adjudicated the issues that were reserved for litigation.<sup>24</sup>

In its second Stage 1 order entered June 18, 2020, the Commission addressed two Petitions for Reconsideration and/or Clarification that were filed and a Petition to Intervene filed by City of Pittsburgh.<sup>25</sup> While the *June 2020 Stage 1 Order on Reconsideration* largely denied most of the requests for reconsideration, it did hold in abeyance its modification to PWSA's lead service line replacement policy and directed the parties engage in a collaborative process to further address the issues raised by the Commission.<sup>26</sup> These issues included: (i) pre-termination notice requirements; (ii) tenant-occupied properties and unresponsive landlords; (iii) tangled titles and other technical property issues; (iv) independent legal restrictions that bar service terminations due to non-payment of utility bills; (v) emergency repairs; (vi) properties with high

restoration costs; and (vii) partial replacements of lead service lines due to circumstances described in the Initial Rate Case Settlement at ¶ III.VV.1.b.i.<sup>27</sup> An appeal of these two orders is currently pending.<sup>28</sup> PWSA filed its Compliance Proposal regarding lead service line remediation issues on September 30, 2020.<sup>29</sup>

The third Commission order regarding the Compliance Plan Stage 1 proceeding was entered on February 4, 2021.<sup>30</sup> The *Stage 1 February 4, 2021 Order*: (1) adjudicated PWSA's Compliance Proposal regarding lead line remediation issues; and (2) provided direction regarding the commencement of Stage 2.

## B. PWSA Compliance Status With Stage 1 Orders

Consistent with the directives of the *March 2020 Stage 1 Order*, PWSA filed the following on April 27, 2020:

- A Revised Compliance Plan which: (i) incorporated the February 1, 2019 Compliance Plan Supplement; (ii) incorporated the *Stage 1 Partial Settlement*; (iii) incorporated directives from the *March 2020 Stage 1 Order* not subject to reconsideration; (iv) presented then most current update on items that are reported in the Quarterly Compliance Plan Progress Report; (v) removed stormwater and customer service issues to be addressed in Stage 2; and (vi) updated the background information.<sup>31</sup>
- An Amended LTIIP which included as Appendix C PWSA's Comprehensive Lead Infrastructure Plan<sup>32</sup>; and
- Supplement No. 3 to Tariff Water – Pa. P.U.C. No. 1 and Supplement No. 3 to Tariff Wastewater – Pa. P.U. C. No. 1 which addressed private fire protection, conversion of party water service lines, and termination of services to multiple premises.<sup>33</sup>

Also consistent with the directives of the *March 2020 Stage 1 Order*, PWSA served Supplemental Direct Testimony in its then pending Second Rate Case<sup>34</sup> to set forth PWSA's proposals to: (1) incorporate the Commission's direction regarding City of Pittsburgh billing issues; and (2) the proposed tariff modifications to clarify PWSA's responsibility to replace a qualifying residential customer-owned lead service line in accordance with PWSA's Lead

Infrastructure Plan. Ultimately, the City of Pittsburgh billing issues became moot as a result of 71 P.S. §§ 720.211 – 720.213 so the Supplemental Direct Testimony related to those matters was voluntarily stricken from the record. However, the proposed lead service line replacement tariff modifications were approved as part of Supplement No. 5 to Tariff Water – Pa. P.U.C. No. 1 effective January 14, 2021.<sup>35</sup>

Regarding line extensions, the *March 2020 Stage 1 Order* granted PWSA a temporary waiver of the requirement to follow Commission line extension processes permitting PWSA to maintain the status quo but gave PWSA one year from the date of the final to either: (1) petition for a permanent waiver of the PUC's line extension regulations; or (2) submit a supplemental compliance plan detailing how PWSA will revise its processes to be compliance with Commission regulations.<sup>36</sup> Consistent with this directive, PWSA filed its Supplemental Compliance Plan Regarding Line Extensions on March 26, 2021. The Supplemental Compliance Plan described PWSA's plan to transition to the Commission's line extension regulations, which involves submitting tariff revisions in PWSA's next rate case to be filed on or about April 13, 2021 at Docket No. R-2021-3024773 to achieve ultimate compliance with 52 Pa. Code §§ 65.1, 65.21-65.23 upon final approval of PWSA's water tariff in the rate case.

PWSA reports on the status of all the issues identified in the *Stage 1 Partial Settlement* in its Quarterly Compliance Plan Progress reports which are filed on or before January 30, April 30, July 30 and October 31 each year. The Quarterly Compliance Plan Progress report was first introduced as PWSA Exhibit RAW/C-28 during the Stage 1 proceeding with its contents updated and modified as set forth in the *Stage 1 Partial Settlement*. PWSA reports on Operations, Billing and Customer Service, Lead, Infrastructure/Engineering, Finance and Accounting, and Contractual/Other Issues. Each section addresses requirements associated with the *Stage 1*

*Partial Settlement* and PWSA's Revised Compliance Plan as filed April 27, 2020. PWSA's most recent Quarterly Compliance Plan Progress report covering the fourth quarter of 2020 was filed on February 1, 2021.

## II. Stage 2

The *November 28, 2018 Secretarial Letter* identified the following issues which were to be reserved for Stage 2: (1) PWSA's compliance with Chapter 14 of the Public Utility Code and Chapter 56 of the Commissions regulations; and (2) the development of a PWSA stormwater tariff.<sup>37</sup> Regarding Stage 2 issues, the *November 28, 2018 Secretarial Letter* directed its Bureau of Consumer Services ("BCS") to conduct quarterly workshops in 2019 to focus on the development of an initial report and directed questions regarding PWSA compliance with Chapter 14 of the Public Utility Code and Chapter 56 of the Commission's regulations for use in Stage 2.<sup>38</sup> Likewise, the Commission directed the Bureau of Technical Utility Services ("TUS") to conduct a stormwater tariff workshop in 2019 to assist in development of an initial report and directed questions regarding a PWSA proposed stormwater tariff for use in Stage 2.<sup>39</sup>

### A. Scope of Stage 2 Customer Service Issues and Staff Workshops

The Commission issued a Secretarial Letter dated January 31, 2019 announcing its intention to conduct a workshop on February 21, 2019 for the purpose of discussing "PWSA's compliance with billing and collections requirements of Chapter 14 of the Public Utility Code and Chapter 56 of the Commission's regulations." According to the Secretarial Letter, the input provided during the workshop will be used to develop the Commission's Stage 2 review of PWSA's Compliance Plan. The Commission also stated that this will be the first of four workshops that will be scheduled in 2019 to obtain stakeholder input. Further workshops were held on April 23, 2019, July 25, 2019 and November 4, 2019.

With the Commission's approval of the *Joint Motion for Extension Stage 1*, further clarification regarding customer service issues were to be addressed in Stage 2 was provided.<sup>40</sup> More specifically, the inclusion of questions regarding residential service termination and collections issues in the Stage 1 Staff Directed Questions inhibited a full and open discussion about interrelated Stage 2 customer service issues during the Stage 2 workshops due to the fact that some of the issues appeared to be part of the on-going on-the-record proceeding.<sup>41</sup> The granting of the *Joint Motion for Extension Stage 1* removed this obstacle to the Stage 2 workshop discussions by making directing that the following be addressed as part of the Stage 2 process:

- a) The language, format and method of providing suspension and termination notice pursuant to Chapter 14 of the Public Utility Code and Chapter 56 of the Commission's regulations;
- b) PWSA's compliance with the Discontinuance of Service to Leased Premises Act ("DSLPA"), 66 Pa.C.S. §§ 1521-1533; and
- c) PWSA's plan for collections (to include strategies to reduce overall uncollectibles to ensure collections practices for residential customers are consistent with legal requirements).

## B. Scope of Stage 2 Stormwater Issues and Staff Workshop

A workshop regarding stormwater was held on November 7, 2019 and a staff proposed stormwater model tariff was provided to PWSA. Because the Commission's *Final Implementation Order* directed PWSA to file a stormwater tariff and a compliance plan no later than the next wastewater base rate filing after its *Initial Rate Case*,<sup>42</sup> PWSA included a pro forma stormwater tariff as PWSA Exh. BD-3 with its *Second Rate Case* filed on March 6, 2020.<sup>43</sup> The pro forma tariff did not include proposed rates. On December 3, 2020, the Commission approved a full settlement of the *Second Rate Case* which included the agreement of the parties to defer development of PWSA's stormwater tariff to its anticipated 2021 rate case and to request that the Commission consolidate the Compliance Plan Stage 2 stormwater issues

with that rate case.<sup>44</sup> Further clarification regarding the Commission's expectations regarding Stage 2 stormwater issues was provided in its *Stage 1 February 4, 2021 Order* wherein the Commission clarified that its orders were not intended to obviate PWSA's responsibility to file a compliance plan for stormwater service and that the Commission would entertain any future motion or petition to address conflicts between a rate proceeding and the staged litigation of the Compliance Plan.<sup>45</sup>

PWSA's Compliance Plan Stage 2 regarding stormwater issues is being submitted in a separate document.

### C. Scope of Stage 2 Lead Service Line Remediation Issues

The Commission instructed PWSA in its *June 2020 Stage 1 Order on Reconsideration* to confer with the parties regarding various Commission directives and issues related to lead service line remediation and to submit a compliance proposal to address those issues.<sup>46</sup> PWSA filed its compliance proposal regarding lead service line remediation issues on September 30, 2020. The *Stage 1 February 4, 2021 Order* approved PWSA's compliance proposal as modified by the order.<sup>47</sup> In the *June 2020 Stage 1 Order on Reconsideration*, the Commission encouraged the parties to address in Stage 2 compliance plan proceedings whether the rights of tenants pursuant to Chapter 15, subchapter B apply to a lead service line related termination of service to a tenant-occupied property.<sup>48</sup> The *Stage 1 February 4, 2021 Order* encouraged PWSA to explore options in its Stage 2 compliance plan proceeding to prevent termination of service to tenants where the landlord refuses or neglects to respond to PWSA's offer to replace the private-side lead service line at no direct cost to the landlord.<sup>49</sup>



## OVERVIEW OTHER COMMISSION PROCEEDINGS

### I. Initial Rate Case, Compliance Plan Stage 1 and LTIP Proceedings

Pursuant to Chapter 32 and the *Final Chapter 32 Implementation Order*,<sup>50</sup> PWSA filed its Initial Rate Case on July 2, 2018.<sup>51</sup> Also in accordance with Chapter 32 and the *Final Chapter 32 Implementation Order*,<sup>52</sup> on September 18, 2018, PWSA filed its Compliance Plan and its Long- Term Infrastructure Improvement Plan (“LTIP”).<sup>53</sup>

#### A. Initial Rate Case

A prehearing conference was held on July 19, 2018 regarding PWSA’s Initial Rate Case, a litigation schedule was established, public input hearings were held, pre-served written testimony was submitted by the parties and they engaged in extensive discovery. On November 29, 2018, a Joint Petition for Settlement of the Initial Rate Case was filed.<sup>54</sup> The Initial Rate Case Settlement established rates, required PWSA to immediately address issues specifically identified in the settlement and recognized that other issues identified in the settlement would need to be addressed in this Compliance Plan proceeding. On February 7, 2019, the Commission approved the Initial Rate Case Settlement without modification or correction and directed that certain identified water and wastewater tariff modifications and corrections be addressed in PWSA’s Compliance Plan Proceeding.<sup>55</sup>

#### B. Compliance Plan Supplement dated February 1, 2019

On November 28, 2018, the Commission issued a Secretarial Letter (“November 28, 2018 Secretarial Letter”) which: (1) referred PWSA’s September 28, 2018 Compliance Plan filing to the Office of Administrative Law Judge; and, (2) established two stages of review for PWSA’s Compliance Plan. More specifically, the Commission announced that litigation of “Stage 1” was to commence on November 27, 2018 and the topics to be addressed are “urgent

infrastructure remediation and improvement and the revenue and financing requirements of maintaining service that supports public health and safety.”<sup>56</sup>

In accordance with Section III(H)(4)(a)-(f) of the Initial Rate Case Settlement, PWSA filed a Compliance Plan Supplement on February 1, 2019. Supplemental information regarding the customer service issues identified in these sections of the Initial Rate Case Settlement was provided on pages 15-18, and supplemental information regarding low-income customer issues was provided on pages 19-22. The Appendices submitted with the Compliance Plan Supplement provide additional information related to customer service issues including:

- d) Appendix SA: PWSA Collections Life Cycle 2018,
- e) Appendix SB: Termination of Service by Location Class,
- f) Appendix SC: Presentation titled “Protection from Abuse Orders” Dated November 27, 2018,
- g) Appendix SD: PWSA Customer Assistance Program Flyer 2018, and
- h) Appendix SE: Customer Service Monthly PWSA Board Reports November and December 2018.

### C. Long-Term Infrastructure Improvement Plan and Stage 1 Lead Service Line Remediation Issues

Consistent with agreement reached in the *Initial Rate Case Settlement*,<sup>57</sup> PWSA filed a Motion to Consolidate its LTTIP and the Compliance Plan Stage 1 proceeding on December 14, 2018 which was granted by the Administrative Law Judge on February 21, 2019.<sup>58</sup> During the proceeding, PWSA responded to Staff data requests through written testimony and the parties negotiated revised language for the LTIIP which was entered into the record as PWSA Hearing Exhibit No. 3 on August 21, 2019. Pursuant to direction in the *March 2020 Stage 1 Order*,<sup>59</sup> PWSA filed the as amended LTIIP on April 27, 2020. Final Orders approving PWSA’s LTIIP for both water and wastewater were entered on August 27, 2020.<sup>60</sup> Attached as Amended Appendix C is PWSA’s Service Plan to Remove Lead Service Lines Exhibit in and Connected to

its Water Distribution System consistent with the *Stage 1 Partial Settlement* and the *March 2020 Stage 1 Order*. PWSA's Commission approved Water Tariff also sets forth PWSA's Lead Service Line Remediation program.<sup>61</sup>

Consistent with the Commission's direction in the *Stage 1 February 4, 2021 Order*, PWSA filed on April 1, 2021:

- Compliance Plan (revised page 125)
- Water Tariff Supplement No. 6
- Minor Modifications to PWSA's LTIIP pursuant to 52 Pa. Code § 121.5.

## II. Cooperation Agreement and Act 70

Pursuant to 66 Pa.C.S. § 507 and the *Stage 1 Partial Settlement*,<sup>62</sup> PWSA filed the 2019 Cooperation Agreement between the City of Pittsburgh and PWSA.<sup>63</sup> PWSA's petition to Consolidate this proceeding with the *Second Rate Case* was denied by the ALJ on April 27, 2020.<sup>64</sup> On March 26, 2020, the Commission issued an Opinion and Order on the Compliance Plan and referred the 2019 Cooperation Agreement to the OALJ for further proceedings. A litigation schedule was developed and an evidentiary hearing was scheduled for September 22, 2020. The parties engaged in discovery. As noted previously, the Commission's resolutions of issues related to City billing and payment issues as set forth in the *March 2020 Stage 1 Order* were addressed as via Supplemental Direct Testimony served in PWSA's then-pending *Second Rate Case*.

On July 23, 2020, Governor Wolf signed Act 70, which, among other things, provides that the 2019 Cooperation Agreement has "the force and effect of law" until January 1, 2025, unless PWSA and the City mutually agree to an earlier termination date.<sup>65</sup> Also, Act 70 provides that the 2019 Cooperation Agreement shall "supersede, during the term of the cooperation agreement, any provision of 66 Pa.C.S. Pt. I, a commission regulation, policy statement, order

and regulatory proceeding as they pertain to issues covered by the cooperation agreement, including the authority's rates, terms and conditions of service rendered to the city and the respective rights and duties between the authority and the city.”<sup>66</sup>

As a result of Act 70, the litigation schedule was suspended and PWSA filed an Unopposed Petition for Leave to Withdraw on August 7, 2020. PWSA’s Petition was granted by Final Order entered October 14, 2020. As a result, PWSA withdrew its Supplemental Direct Testimony incorporating issues related to the *March 2020 Stage 1 Order*.

### III. Second Rate Case Proceeding Docket Nos. R-2020-3017951 (water) and R-2020-3017970 (wastewater)

On March 6, 2020, PWSA filed its *Second Rate Case* which was suspended and referred to the Office of Administrative Law Judge on April 16, 2020.<sup>67</sup> As discussed previously, PWSA’s *Second Rate Case* included a proposed stormwater tariff as PWSA Exhibit No. BD-4. The litigation of PWSA’s *Second Rate Case* included extensive discovery, several rounds of testimony and a voluntary suspension of the rate effective date as a result of the COVID-19 pandemic.<sup>68</sup> Ultimately, the parties reached a full settlement of PWSA’s *Second Rate Case* which was filed on September 30, 2020 and approved without modification by Commission order entered December 3, 2020.<sup>69</sup>

## COMPLIANCE PLAN – CUSTOMER SERVICE ISSUES

### I. Overview of PWSA’s Transition to Commission Customer Service Requirements

While this filing marks the “official” start of the Compliance Plan Stage 2 proceeding to review customer service issues, PWSA has been addressing its customer service processes and compliance with the Commission’s customer service processes on a continuous and on-going basis since prior to April 1, 2018. As noted above, PWSA voluntarily agreed to use the Commission’s procedures to process customer disputes on and after April 1, 2018 in accordance

with: (1) Pa Code Chapters 1, 3, and 5; and (2) 52 Pa. Code §§ 56.140-56.181. PWSA also agreed to use the Commission’s termination rules set forth at 52 Pa. Code §§ 56.81-56.131. To effectuate this, PWSA revised the applicable sections of its previously existing written “Rules and Regulations” which were filed on March 30, 2018 with the Commission as part of the documents constituting PWSA’s Official Prior Tariff.

## A. Evolution of Customer Service Processes

### 1. Commission Staff Training and Feedback

PWSA has received significant guidance and assistance from staff of the Bureau of Consumer Services (“BCS”). BCS conducted several on-site trainings in Pittsburgh beginning in December 2017 to instruct PWSA staff on Commission regulations and policies. BCS staff also worked closely with PWSA management to review its practices and procedures to ensure compliance with Commission laws and regulations. During the transition period, all informal PWSA cases are reviewed by seasoned managers who communicate directly with PWSA management to explain BCS decisions and to address compliance concerns. More recently, PWSA is contacted directly when there are complex cases for which investigators seek additional information, for purposes of facilitating discussions with the consumer, or if a case raises compliance concerns that need to be brought to PWSA’s attention. PWSA has appreciated the input and assistance from BCS staff and has worked to update and revise its systems as appropriate to satisfy Commission expectations and requirements based on this BCS staff feedback.

### 2. Customer Service Changes Resulting From Initial and Second Rate Case Proceedings

In addition to this support from BCS staff and all the resulting changes to PWSA’s processes and procedures, PWSA’s customer service processes and other customer service topics

were reviewed as part of PWSA's Initial Rate Case including all aspects of PWSA's processes for handling customer issues including: initiating new service, handling complaints, terminating and restoring service and seeking collection on unpaid amounts for services rendered. A substantial amount of the discovery submitted to PWSA during the Initial Rate Case, as well as the testimony of two witnesses on behalf of the Office of Consumer Advocate ("OCA") and two witnesses on behalf of Pittsburgh UNITED ("UNITED"), focused extensively on customer service issues. The parties engaged in significant discussions about customer service issues during their settlement discussions. The result of this extensive review by the parties in the Initial Rate Case litigation are reflected in the below Initial Rate Case Settlement commitments:

- i) identification of several concrete immediate actions that PWSA agreed to take to satisfy some concerns identified by the parties;
- ii) development of a process for PWSA to work cooperatively with the parties going-forward regarding specific issues (i.e. creation of PWSA's Low Income Assistance Advisory Committee);
- iii) deferring resolution of some of the more complex issues to the Compliance Plan Proceeding; and
- iv) PWSA agreed to provide more specific and detailed information about various customer service policies and procedures as discussed during the rate case proceeding.

The Initial Rate Case Settlement commitments were accomplished by: (1) filing supplemental information about its internal policies, procedures and processes related to six specific customer service issues as part of the Supplemental Compliance Plan dated February 1, 2019;<sup>70</sup> and (2) including an explanation of PWSA's current policies and practices related to seven specific customer service issues in direct testimony filed in the Compliance Plan Stage 1 proceeding.<sup>71</sup>

As part of its testimony submitted with PWSA's *Second Rate Case*, PWSA provided substantial detail about the effort that has been expended to bring its systems into compliance with Commission requirements and improve overall customer experience since coming under the



jurisdiction of the Commission.<sup>72</sup> These efforts have included implementing better data tracking and information reporting,<sup>73</sup> undertaking a complete redesign of customer bills, revising nearly every aspect of PWSA's service termination processes and updating its customer service infrastructure including a newly redesigned website.<sup>74</sup>

The Commission approved *Second Rate Case Settlement* included the following commitments from PWSA pertaining to customer service:<sup>75</sup>

- PWSA will develop a program of customer service satisfaction surveys and implement the program within one year of the Commission's final order;
- Within 30 days of the final order, PWSA will eliminate the additional fees for residential customers to make Interactive Voice Response and on-line payments;
- PWSA will make reasonable efforts to meet or exceed its call center performance standards and to take steps to correct non-compliance where it occurs;
- PWSA will adopt a performance standard that measures PWSA's response time to leak reports within one year of the final order. Within six months of a final order, PWSA will adopt a performance standard that measures whether appointments are kept by PWSA;
- As part of its continued improvement of field operations, PWSA's data enables all field work orders to identify water, sanitary sewer and stormwater;
- As part of its continued improvement regarding complaint tracking, PWSA maintains detailed information about consumer complaints that can be sorted by date, address, reason for the complaint, a designation of the PWSA system to which the complaint relates and the final disposition of the complaint; and
- PWSA will also provide specific customer service information in its Quarterly Compliance Plan Progress Reports filed at Docket No. M-2018-2640802.

### 3. COVID-19 Pandemic Related Customer Service Issues

On March 6, 2020, Governor Tom Wolf issued a Proclamation of Disaster Emergency ("*Emergency Proclamation*") that identified the COVID-19 pandemic as a disaster emergency affecting the entire Commonwealth. The Emergency Proclamation was subsequently renewed and extended four times with the most recent renewal signed on February 19, 2021, extending the Emergency Proclamation through May 20, 2021.<sup>76</sup> In response to the Emergency

Proclamation, the Commission issued an *Moratorium on Terminations Emergency Order* on March 13, 2020 which established a prohibition on the termination of public utility service and directed the reconnection of service to customers previously terminated, to the extent it could be done safely, for the duration of the Emergency Proclamation, or until such time otherwise established by the Commission.<sup>77</sup> Consistent with the directive of the *Moratorium on Terminations Emergency Order*, PWSA ceased all collection activity that threatened termination of water service. Instead, PWSA Customer Service personnel transitioned to addressing accounts at risk of termination through Friendly Reminder letters via first class mail, payment counseling telephone calls and Notice of Intent to Lien letters. PWSA also actively promoted its customers assistance programs via virtual group events, inclusion of program flyers in food distribution boxes and monthly bill messaging. Additionally, PWSA and the Dollar Energy Fund provided payment counseling during every customer interaction.

Given the timing of the Emergency Proclamation and the filing of the *Second Rate Case* (both occurred on the same day), the *Second Rate Case Settlement* included the following programs in response to the pandemic: a waiver of reconnection fees, targeted outreach, expanded payment arrangements and waiver of the sincere payment requirement of its existing Hardship Grant Program.<sup>78</sup> In recognition of the fact that expanded programs such as these will incur costs in addition to other costs PWSA is experiencing due to the COVID-19 pandemic, the *Second Rate Case Settlement* permits PWSA to track and record all COVID-19 Pandemic Costs so that it can make a claim for them in a future rate proceeding.<sup>79</sup> Since the start of the COVID-19 pandemic, PWSA has taken thoughtful steps to protect customers and make it easier for customers to access and enroll in its Customer Assistance Programs.

On October 8, 2020, the Commission entered its *First Order Modifying Moratorium on Terminations* which moved from the absolute moratorium on terminations to a less restrictive phase permitting disconnections to commence effective November 9, 2020 subject to various conditions.<sup>80</sup> The *First Order Modifying Moratorium on Terminations* continued the termination moratorium for customers at or below 300% of the federal poverty income guidelines, under certain conditions, and established protections for certain residential and small business customers. The protections established in the *First Order Modifying Moratorium on Terminations* were set to expire on March 31, 2021. In response, PWSA elected to continue the suspension of terminations for all residential customers through March 31, 2021 consistent with the Chapter 14's statutory timeline for the Winter Shutoff Moratorium and its continuing commitment to recognize the impacts of the pandemic on its customers.<sup>81</sup> PWSA has continued to pursue all the activities described previously that were initiated following the March 13, 2020 *Moratorium on Terminations Emergency Order*.

On March 18, 2021, the Commission issued an *Order Recommencing Terminations* "to return to the regular collections process as set forth in the Public Utility Code and the Commission's Regulations, with some additional protections" effective April 1, 2021.<sup>82</sup> PWSA has implemented procedures to be consistent with the *Order Recommencing Terminations* with respect to non-residential accounts. Regarding collection of unpaid charges from residential customers, PWSA has launched a campaign to enroll customers in its assistance programs and payment plans in an effort to attract hard to reach delinquent customers and avoid shut off of their water service. A copy of the notice sent to customers is included in the Appendices

#### 4. Customer Financial Assistance Programs

Although PWSA had not historically offered customer financial assistance programs and there are no specific Commission regulatory obligations to do so, in the fall of 2017 (prior to being regulated by the Commission) PWSA began to implement the various customer assistance programs. Below is a description of various programs as they exist today recognizing the modifications of the programs as a result of the various Commission proceedings since 2018:

- **Bill Discount Program** – 100% reduction of fixed monthly water and wastewater conveyance charges for customers  $\leq$  150% of the Federal Poverty Level. There are a total of 4,530 customers enrolled in the Bill Discount Program as of this filing, and 506 of those 4,530 customers are also receiving a 20% reduction of their volumetric usage charges.
- **Hardship Program** – Grants up to \$300 per year for customers  $\leq$  150% of the Federal Poverty Level; 126 customers have applied for grants via the 2020-2021 Hardship Program grant season, which began October 1, 2020, and 119 applicants were eligible and received grants totaling \$29,502.
- **Winter Shut Off Moratorium** – December 1st through March 31st for customers  $\leq$  300% of the Federal Poverty Level. This program is currently in effect for *all* Residential customers, regardless of income.
- **Replacement of Private-Side Lead Service Line** - PWSA's Lead Infrastructure Plan<sup>83</sup> includes an income-based reimbursement program that assists eligible customers with the cost of replacing a private-side lead service line if the customer hires a contractor to replace the line. The income-based reimbursement program is available to eligible customers who replaced their private-side lead service line on or after January 1, 2019.

Also relevant regarding customer financial assistance programs and customer service issues is the creation of PWSA's Low Income Assistance Advisory Committee ("LIAAC") on March 2019 pursuant to the Initial Rate Case Settlement.<sup>84</sup> Since that time, ten meetings of LIAAC have been convened with the most recent meeting held on February 12, 2021. Current member organizations of LIAAC include PWSA, PUC Bureau of Consumer Services, PUC

Bureau of Investigation and Enforcement, PUC Office of Communications, Office of Consumer Advocate, Neighborhood Legal Services, Pittsburgh UNITED, Dollar Energy Fund, Common-Unity PGH, Pittsburgh Hispanic Chamber of Commerce, Neighborhood Allies, Jewish Family Community Services, Vision Towards Peace and Braddock Carnegie Library Board of Trustees. PWSA staff formulate a presentation for each meeting, which covers enhancements to the assistance programs, extensive outreach efforts and progress on commitments to explore affordability for vulnerable customers. While largely focused on better assisting low income customers in need of financial assistance, the LIAAC meetings have been instructive from a broader customer service perspective as a way for PWSA to receive insights and perspectives from the committee members. The LIAAC meetings have also served as a forum for organizations to inform the committee about their offerings and research regarding customer issues.

## B. Summary of PWSA Internal Reorganization and Other Actions

Below are some of the initial internal reorganization and other actions that PWSA has taken to accommodate compliance with Commission regulations and requirements:

- PWSA created a new Compliance group in Customer Service, which involved the drafting of new job descriptions, interviewing and training;
- PWSA also held multiple training sessions with PWSA's Customer Service, Field Operations and Engineering departments to ensure that they understood the Commission's expectations and the changes needed to achieve compliance;
- PWSA has ensured that all Customer Service Representatives have been trained on the new processes and management staff is regularly monitoring and providing additional training;
- PWSA has revised all collection notices for common language and new notices, such as the 3-day termination of service and shut off posting, were created and put into use; and
- The Water Exoneration Hearing Board and associated appeal process were disbanded, as they were replaced by the Commission Complaint process.

As noted earlier, PWSA has continued to receive input from BCS staff as they review and process informal customer complaints. Since 2018, PWSA has made the following changes to its processes and procedures in response to BCS staff informally verified infractions:

- Utility Reports and BCS Informal Complaint responses now include more detail and information regarding PWSA's investigation, based upon BCS review and feedback;
- PWSA began addressing properties with six or more months of zero consumption and/or actual meter readings, including 1) soliciting customers for access to the property to replace the water meter, 2) employing the non-access process when customers fail to allow access, 3) watching post-meter replacement usage, 4) calculating back-billing of consumption in accordance with 52 Pa. Code § 56.14 and § 65.9 (c), and 5) issuing a cover letter of explanation to the customer directing them to contact Customer Service for payment plan options;
- PWSA updated its 10-Day Shut Off Notice to be modeled after the Commission's additional ten-day communication to be provided to customers whose unpaid balances put them at risk of termination after the lifting of the pandemic related moratorium on terminations;<sup>85</sup>
- PWSA designed a new pop-up alert message to ensure that Customer Service Representatives are placing locks on accounts when an Inquiry or Dispute is identified;
- PUC Compliance at PWSA held after-incident meetings with PWSA Field Operations management personnel to address isolated incidences of inconsistent notification to customer for planned outages; and
- PUC Compliance at PWSA continues to enlist the assistance of the Senior Customer Service Training Coordinator when BCS issues infractions related to staff errors.

More recently, PWSA has expanded its customer service operations as follows:

- Customer Service at PWSA has expanded to include a Quality Control Manager, whose primary responsibilities are 1) to evaluate the performance of employees working to record corrective and preventative maintenance on horizontal and vertical assets of the Authority in the SpryMobile Work Orders and Asset Management application, 2) provide training and follow-up monitoring to ensure improved consistency and accuracy in data entries, and 3) continue to build out the app with updates to work orders, workflows, and additional assets such as those at the Water Treatment Plant. The Manager will recognize employee development needs, provide coaching and arrange on the job site training to promote quality control measures. Further, the Manager will be working with Field Operations management personnel to produce Standard Operating procedures to document all field processes. To support the Manager in this new



role, PWSA has created the SpryMobile Change Control Board, the purpose of which is to review and approve planned changes in the app. The Control Board will work to ensure that they consider whether there are any unintended consequences to suggesting changes, ensure the data being collected can be used effectively by other teams such as GIS and to think through the training and communication needed for field staff to ensure consistency.

- Another area of expansion in Customer Service is within the PUC Compliance team. Compliance has grown to include a Paralegal Supervisor and the launch of the PGH2O Cares Team. Having the Paralegal Supervisor report to the Senior PUC Compliance Manager will facilitate the accurate preparation and timely filing of legal documents in response to Commission deadlines, streamline the Formal Complaint response process at PWSA including the tracking of reports to Mediators, guarantee timely filing of monthly and annual Commission reporting requirements, and oversee the filing of municipal liens to allow PWSA to collect unpaid water and wastewater charges.
- PWSA has created the PGH2O Cares Team comprised of a PGH2O Cares Coordinator and two Analysts effective February 15, 2021. PWSA was able to promote from within to fill the roles of PGH2O Cares Coordinator and two PGH2O Cares Analysts. These promotions allow the Cares team to build on their already extensive knowledge of PWSA's Water and Wastewater Tariffs, processes, and procedures. The primary responsibility of the team is to increase enrolment in PWSA's customer assistance programs. The team will also track assistance program enrolment numbers, including confirmed low income, work with PWSA's administrator Dollar Energy Fund to enable the Cares team to enroll customers directly and develop productive relationships with community based organizations to engage low-income customers who have yet to enroll.
- PWSA's in-house Legal department has recently been placed under the guidance of Customer Service. Overseeing the processing of Right to Know requests, Claims for Damages, agreement review, contract review, easements, lien filing and responses to requests for in-house counsel legal opinion and review will allow PWSA to apply its highest quality service to the Legal department's internal and external customers. As part of the on-boarding of the Risk Coordinator and the Corporate Counsel, PWSA is identifying where 1) communication touchpoints with internal/external customers should be inserted, 2) workflows should be developed for immediate refining and inclusion in the 2022 SAP implementation, and 3) support by existing Customer Service personnel can be provided. At the same time, PWSA is formulating legal metrics that will be tracked and reported on monthly for inclusion into Headwaters.<sup>86</sup>

Below is a list of Customer service accomplishments for the year 2020:

Advanced Metering Infrastructure (AMI)	<ul style="list-style-type: none"> <li>✓ Processed 5,550 meter changes on customer accounts</li> <li>✓ Achieved an actual read rate of 95%, up from 91% in the prior year</li> <li>✓ Increased the number of non-residential customers reporting annual backflow test results in SpryBackflow to 3,243</li> </ul>
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Billing	<ul style="list-style-type: none"> <li>✓ Billed 110,588 water/wastewater accounts monthly</li> <li>✓ Maintained zero unbilled accounts each month</li> <li>✓ Enabled a webform for the collection of Self-Reported Meter Readings</li> <li>✓ Launched a redesigned PGH2o bill format in June 2020 per the PA PUC Compliance Plan</li> <li>✓ Created two new promotional positions to build redundancy in the customer billing process</li> <li>✓ Contributed to weekly project meetings over 5 months to prepare for the KUBRA (bill print/mail/EBPP) go-live in January 2021</li> </ul>
Collections	<ul style="list-style-type: none"> <li>✓ Issued 59,904 Friendly Reminders to customers with past due water/wastewater conveyance charges</li> <li>✓ Contacted 9,433 delinquent customers via personal telephone calls to offer payment arrangements and the customer assistance programs</li> <li>✓ Issued 4,253 notices of intent to lien and collected \$1.5M in aged debt</li> <li>✓ Created a Personal Contact Services RFP in preparation for PUC Compliance Plan Stage 2</li> </ul>
Contact Center	<ul style="list-style-type: none"> <li>✓ Hired and trained 4 Customer Service Representatives <i>remotely</i></li> <li>✓ Handled 130,050 customer calls in 2020</li> <li>✓ Secured an average call abandonment rate of 1.1% and an average speed of answer of 23 seconds</li> <li>✓ Standardized the training documents in the CS Training Binder</li> <li>✓ Enabled After Call Surveys for all queues to meet a PUC rate case settlement requirement</li> </ul>
Emergency Dispatch	<ul style="list-style-type: none"> <li>✓ Hired and trained 1 Dispatcher <i>remotely</i></li> <li>✓ Responded to 1,478 interruptions of service</li> <li>✓ Designed and created additional work order types in SpryMobile</li> </ul>
Permits	<ul style="list-style-type: none"> <li>✓ Responded to 5,068 dye testing certification requests in 10 days or less</li> <li>✓ Collected \$5.9M in permitting fees</li> </ul>
PUC Compliance	<ul style="list-style-type: none"> <li>✓ Hired and trained 1 Compliance Analyst <i>remotely</i></li> <li>✓ Responded to 1,490 dissatisfied customers (1.4% of our customer base)</li> <li>✓ Identified and billed previously unbilled service charges totaling \$912K</li> </ul>

## II. Other Information As Agreed To In Prior Settlements For Stage 2 Customer Service Issues

PWSA committed to providing information regarding customer service issues in both the *Stage 1 Partial Settlement* and the *Initial Rate Case Settlement*. More specifically, in the *Stage 1 Partial Settlement*, PWSA agreed to provide the following in advance of the Stage 1 litigation: (1) a chronological description of PWSA's current termination procedure; (b) an update regarding the status of its collection plan; and (3) an update regarding PWSA's policies for tenants to establish and maintain service pursuant to DSLPA.<sup>87</sup> All of this information is

discussed further below in the applicable Chapter 56 and DSLPA sections. Chronological descriptions of PWSA's termination procedures are included in the Appendices.

In its *Initial Rate Case Settlement*, PWSA agreed to provide information regarding: (1) development of call center metrics; (2) plan for improving call center performance; (3) policies and procedures for consumers with a Protection from Abuse Order; (4) policies and procedures regarding initiation of new service or transferring service to new customers; (5) data regarding payment processing fees assessed by its existing third party processor; and (6) policies and procedures regarding personal contact with an adult occupant at a residential property immediately prior to termination.<sup>88</sup> With the exception of information regarding PWSA's call center performance, all of the other issues are addressed below in the applicable Chapter 56 sections.

Regarding customer service, PWSA includes call center metrics with its Quarterly Compliance Plan Progress reports. The metrics for February 2021 are included in the Appendices. Consistent with its *Second Rate Case Settlement* commitment, PWSA enabled After Call Surveys for all queues. PWSA worked with its telephone system and Automated Call Distribution (ACD) vendor, Mitel, on a project lasting two months to program survey functionality linked to the ACD queues of AMI, Billing and Metering, Collections, Emergency Dispatch, Escalation, General, Lead Help and Permits. After each call, the Customer Service Representatives (CSR's) have been trained to offer the option of the customer remaining on the line to take a brief survey. Once the CSR ends the call, the customer is routed directly to the survey, and the prompts are recorded in the same voice talent as the outgoing messaging when the customer calls PWSA at 412-255-2423 to achieve familiarity within the customer experience. Customers taking the survey questions are asked to rate the following:

Your call is now being routed to take a short survey on the quality of PWSA's service. Press 1 to continue, or press 2 to disconnect and end your call.	
1	On a scale of 1 to 5, with 5 being Extremely Satisfied and 1 being Extremely Dissatisfied, please rate your satisfaction with the Customer Service Representative who assisted you today.
2	On a scale of 1 to 5, with 5 being Extremely Satisfied and 1 being Extremely Dissatisfied, please rate your satisfaction with the resolution of your most recent inquiry to PWSA.
3	On a scale of 1 to 5, with 5 being Extremely Satisfied and 1 being Extremely Dissatisfied, please rate your overall satisfaction with PWSA's responsiveness to your questions concerning your water and/or wastewater services.
4	On a scale of 1 to 5, with 5 being Extremely Satisfied and 1 being Extremely Dissatisfied, please rate your overall satisfaction with the quality of the water and/or wastewater services provided to you by PWSA.
5	On a scale of 1 to 5, with 5 being Extremely Satisfied and 1 being Extremely Dissatisfied, please rate PWSA's overall performance as a water and wastewater utility.

Following these five questions, the customer is presented with the option to leave a voicemail message with their feedback. These survey voicemails are reviewed by members of the Customer Service management team as they are received. The Customer Service management personnel take one of the following actions:

- If the customer states in their survey voicemail that there is an unresolved matter, the voicemail is routed to the responsible party with a copy to the Director of Customer Service for follow-up. The responsible party is encouraged to communicate with the customer to resolve the matter on that same day.
- If the customer speaks well of the service provided by a specific CSR with more than one comment in their survey voicemail, a "Survey Accolade" email is issued to the employees answering all queues with a congratulatory message and details of the customer's comments.
- If the customer speaks well of the service provided by a specific CSR with only one comment (e.g., "John was pleasant") in their survey voicemail, or the customer does not identify the CSR by name, the voicemail is archived.

At the end of each month, the survey data is analyzed by the PWSA Management Information Systems (MIS) department, and that analysis is shared with the Customer Service management team to identify trends such as:

- Employees with ample survey responses and high scores in questions #1 and #2
- Employees with ample survey responses and low scores in questions #1 and #2
- Employees lacking in ample survey response data
- High scores in questions #3, #4, and #5
- Low scores in questions #3, #4, and #5

The Customer Service Manager encourages employees with inadequate survey data to route every caller to the survey at the end of each call. The Senior Customer Service Training Coordinator schedules live call monitoring and coaching of employees with low scores on average, giving them tips to improve their call resolution skills in real time.

### III. Chapter 56 and Discontinuance of Service to Leased Premises Act, 66 Pa.C.S. §§ 1521-1533 Compliance

Chapter 56 of the Commission’s regulations, 52 Pa. Code § 56.1 *et seq.*, was created to establish and enforce “uniform, fair, and equitable residential public utility service standards.” Specifically, Chapter 56 deals with eligibility criteria; credit and deposit practices; and account billing, termination, and customer complaint procedures, thereby ensuring adequate provision of service, restricting unreasonable termination of or refusal to provide that service, and eliminating opportunities for customers capable of paying for service to avoid doing so. The Discontinuance of Service to Leased Premises Act (“DSLPA”), 66 Pa.C.S. §§ 1521-1533, details processes that utilities must provide when providing notice of pending termination to landlord accounts, where a tenant occupies the premises but is not a customer listed on the account.

PWSA believes that it is currently in compliance with most of Chapter 56 and DSLPA, partly as a result of changes to its billing practices made through its 2018 base rate proceeding,<sup>89</sup> Stage 1 of the Compliance Plan proceeding,<sup>90</sup> and stakeholder workshops convened by the Commission’s Bureau of Consumer Services (“BCS”). As will be discussed further below,

during the four BCS stakeholder workshops, PWSA prepared and presented written documentation regarding agenda items in advance of each meeting, responded to specific questions and discussed processes and procedures during each meeting, and provided follow-up information and documents subsequent to each meeting.

### A. Subchapter A. Section 56.1: Preliminary Provisions for Utilities and Customers Subject to Chapter 14 of the Public Utility Code

Section 56.1 establishes the purpose and policy for Chapter 56 and specifies that Subchapters A-K of Chapter 56 apply to electric distribution utilities, natural gas distribution utilities, wastewater utilities, steam heat utilities, small natural gas utilities and water distribution utilities, and that subchapters L-V to all customers who have been granted protection from abuse orders as provided by 23 Pa.C.S. Chapter 61 or a court order issued by a court of competent jurisdiction in this Commonwealth which provides clear evidence of domestic violence against the applicant or customer. As a water and wastewater utility, PWSA is subject to subchapters A-V, and is currently in compliance with the preliminary provisions for utility customers under Chapter 14 of the Public Utility Code. Subchapters L-V are applied only to customers who are domestic violence victims consistent with the requirements of 66 Pa.C.S. § 1417 and the Commission's regulations. To be clear, whether PWSA provides water, wastewater conveyance, stormwater or some combination to a customer, PWSA is applying the requirements of Subchapter L-V to domestic violence victims consistent with statutory and regulatory requirements.

#### 1. BCS Workshop Discussion - Definitions

Section 56.2 sets forth definitions for various terms used in the Chapter 56 regulations. During the February 21, 2019 BCS Workshop, questions were raised about various definitions in

PWSA's tariffs. PWSA's current compliance status regarding each of the definitional issues raised is set forth below.

## 2. PWSA Compliance Status - Definitions

### *Applicant, Customer, Occupant and Person*

PWSA's Tariff definitions are different from those in Chapter 14 and 56. The differences, however, are not intended to deny any applicant, customer, occupant or person any rights provided to them pursuant to Chapters 14 and 56 nor any applicable rights provided pursuant to DSLPA. Rather, the differences are intended to clarify responsibility for the debt that is incurred at the property to preserve PWSA's right to pursue a lien for payment. Notwithstanding the difference, PWSA believes it is in compliance with these sections.

PWSA is a municipal authority and pursues municipal liens pursuant to the Municipal Claims and Tax Liens statute ("Municipal Lien Law") on property where water and/or wastewater charges remain unpaid.<sup>91</sup> According to the Municipal Lien Law, the real estate is subject to a municipal lien<sup>92</sup> and PWSA may impose liability on the owner of the property for the failure of the owner's tenant to satisfy the payment obligations.<sup>93</sup> The Commission has recognized the ability of PWSA to apply a lien to property for the purpose of collecting unpaid debt associated with properties that it services.<sup>94</sup> The definitions in PWSA's Tariff as well as the operating procedures set forth in the Tariff are designed to ensure that the owner of a property remains liable for the ultimate payment of PWSA's utility service through the lien process. Thus, property owners remain responsible for paying for water service until the issuance of a Notice of Intent to Disconnect or replacement by a new property owner.<sup>95</sup> "Owner" is defined by PWSA's tariff as "the person having an interest as owner. . . in any Premises that are about to be supplied with water or provided with sewer service by the Authority."<sup>96</sup> PWSA always maintains the debt with the property – regardless of whether the property is tenant-occupied or

whether a new owner takes over the property. Because PWSA has the power to lien the property for unpaid debt pursuant to the Municipal Claims and Tax Liens Law, PWSA maintains the debt at the property and – if so required – preserves the right to pursue collection of any unpaid debt through the appropriate lien processes pursuant to the Municipal Claims and Tax Liens Law.<sup>97</sup>

Similar to other municipal authorities, PWSA's processes include permitting tenants to accept responsibility for paying for services rendered to the property where they are residing through completion of PWSA's forms. This can be done at the tenant's option but is not a requirement for tenants to exercise their right to continued service pursuant to DSPLA or to receive the protections to which they are entitled pursuant to Chapters 14 and 55. Importantly, though, whether PWSA accepts payment from tenants because they have completed PWSA's forms or have exercised their rights pursuant to DSPLA without the completion of those forms, any outstanding debt at the property ultimately remains with the property and may be subject to PWSA's pursuit of a judgment on a lien.

If a tenant elects to complete an Owner-Tenant Addition Form, he or she is agreeing to pay for charges incurred while the tenant occupies the property. The instructions for the Change of Address – Owner/Tenant Form specifically state that “it is the policy of the Authority that the owner of the property pay any outstanding charges prior to the submission of the bills to the tenant”<sup>98</sup> The Change of Address – Owner/Tenant Form states that “a monthly invoice will be sent to the tenant and a copy will be sent to the owner” and that Owners and Property Managers are considered the “master account holder” and must pay any balance in full before the tenant assumes responsibility for the billing. The Assumption of Liability Form is used to provide a new billing name and address and is not one that is generally used for tenants to establish themselves as the “owner” of a property.



For purposes of PWSA's ability to pursue its right to lien a property, the debt will remain with the property and a non-owner would not be assigned that responsibility. Tenants may, however, voluntarily agree to be responsible for prior outstanding PWSA charges at a property if the service is individually metered and the tenant consents to establishing service under his or her name. In this limited scenario, the tenant may establish service in his or her name, but only if the service is individually metered and the tenant consents in writing. None of PWSA's forms are intended to reassign liability for PWSA's outstanding bills at a particular property, as the debt always stays with the property to enable PWSA to exercise its right to pursue a lien. The forms do, however, present tenants with a voluntary option to agree to pay any outstanding charges at the property and/or to agree to be responsible for future charges incurred at the property. The forms are important because they require landlords and tenants to provide PWSA with accurate information about who is taking on responsibility for payment of PWSA's bills at any particular point in time, though the ultimate responsibility for any unpaid debt at a tenant occupied property will always remain with the property, thus preserving PWSA's ability to pursue a municipal lien to collect the amounts due for services rendered. Moreover, the existing Tariff definitions for Guarantor and Guaranteed Lessee are not intended to "force" a landlord of a residential dwelling to accept responsibility for a tenant's bill by refusing to establish service in the tenant's name unless the landlord agrees to become a Guarantor. Per Part III, Section C.1.e., a Guarantor seeking to terminate its customer relationship with the Authority must provide proof that it has notified its Guaranteed Lessee about its intent to discontinue service. PWSA proposes to remove the existing tariff definitions for Guarantor and Guaranteed Lessee as its practice is to always bill the owner of record with an optional copy of the bill to the tenant.

Thus, while PWSA's Tariff definitions are different from those in Chapters 14 and 56, the differences are not intended to deny tenants of any rights provided to them pursuant to Chapters 14 and 56 nor rights afforded to them pursuant to the Discontinuance of Service to Leased Premises Act ("DSLPA").<sup>99</sup> Rather, they are intended to clarify responsibility for the debt that is incurred at the property and preserve PWSA's statutory right to pursue a lien for payment.

PWSA's Tariff includes definitions for "Tenant" and "Protected-Tenant" for the purpose of clarifying when and what type of notice requirements pursuant DSLPA are applicable as set forth in Part III, Section C.j regarding Notice of Termination Form.

#### *Automatic Meter Reading*

Section 56.2 includes a definition for Remote Reading Device as a device which by electric impulse or otherwise transmits readings from a meter, usually located within a residence, to a more accessible location outside of a residence. There is also a definition for Automatic Meter Reading ("AMR"), which includes metering technologies that read and collect data from metering devices and transfer that data to a central database for billing and other related purposes. Part II, No. 37 (page 24) of PWSA's current tariff includes a definition of Remote Reading Device as a device that is generally affixed to the outside of a Premises or a meter installation and remotely collects and transmits Meter data. PWSA's tariff does not include a definition for AMR.

Since the 1980's, PWSA has progressed from manual water meter reading, to reading of remote reading devices via handheld equipment, to the installation of a fixed base Advanced Metering Infrastructure ("AMI") network. The AMI network is an integrated system of smart meters, communication networks and data management systems that enables two-way communication between utilities and customers. The Meter Transceiver Unit ("MXU") of

PWSA's AMI network is a radio signal device which permits off-site meter reading via radio signals to a collector that gathers hourly water meter readings from tens of thousands of water meters and stores them in an accessible database. PWSA's transition to the AMI network has allowed PWSA to increase its actual meter reading rate from 89% to 94% since coming under regulation by the Commission.

Given PWSA's reliance on AMI as its network to collect data and transfer it to a central database, PWSA proposes to include the definition for AMI in its tariff. With this change, PWSA believes it will be in compliance regarding this definition.

#### *Billing Month and Billing Period*

BCS Staff asked whether PWSA's billing month is consistent with the Chapter 56 definition of "a period of not less than 26 days and not more than 35 days" with exceptions for initial and final bills, rebillings and bills affected by meter route changes. PWSA's Tariff does not include definitions for these terms; however, PWSA confirmed during the discussion that it has processes in place to comply with the Chapter 56 requirements and PWSA believes its processes are in compliance with the regulations. The number of days in a billing month is maintained through the pre-billing edit process. PWSA Billing personnel run a report for each billing cycle that indicates how many days there are in the service period. If a service period falls outside of the range of 26 to 35 days, PWSA personnel will add a new "to" reading date that is within range. On average, PWSA maintains service period of 30 days. PWSA believe it is in compliance with the regulatory requirements.

#### *Nonresidential Service Definition*

BCS Staff asked about PWSA's Tariff definition for "Nonresidential Service" stating that master-metered mobile homes or multi-tenant apartment buildings providing service to residential occupants would fall under the jurisdiction DSPLA and Chapters 14 and 56.

PWSA uses the classification for purposes of billing. If there is a residential component for any of these properties, PWSA codes it to ensure that all required Chapter 56/DSPLA notices are provided. As such, PWSA believes it is in compliance with this definition.

## **B. Subchapter B. Sections 56.11 – 56.25: Billing and Payment Standards**

Sections 56.11 through 56.17 relate to billing frequency; meter reading, estimated billing, and customer readings; billings for merchandise; previously unbilled service; billing information; transfer of accounts; and advance payments. Sections 56.21 through 56.25 concern payment; accrual of overdue payment charges; application of partial payments between public utility and other services; application of partial payments among several bills for public utility service; and electronic bill payment.

### **1. BCS Workshop Discussion**

During the February 21, 2019 BCS Workshop, discussions including billing frequency, electronic billing, bill estimates, PWSA's Non-Access program, PWSA's read rate, itemization of nonbasic charges, catch-up bills, and partial payment.

### **2. PWSA Compliance Status**

PWSA believes that it is currently in compliance with all standards included in these sections. In addition to PWSA's charges for wastewater conveyance and – for some customers – water service, PWSA's bills also include stormwater charges upon final order from the Commission in PWSA's to be filed stormwater rate case at Docket No. R-2021-3024779. In addition to PWSA's basic service charges for its utility services, PWSA's bills include the charges of the Allegheny County Sanitary Authority ("ALCOSAN"). ALCOSAN treats the wastewater that is conveyed by PWSA to ALCOSAN. PWSA does not have any control or authority over the rates that ALCOSAN charges. Through various long-standing contractual

arrangements, ALCOSAN charges are passed through on PWSA's bills. PWSA is required to pursue all collections related to these ALCOSAN charges; however, PWSA is required to pay ALCOSAN for 100% of the charges that are billed to customers.

#### *Billing Frequency, Bill Content and Electronic Billing*

PWSA's current bill is in compliance with Commission regulations. PWSA has previously agreed to modify its customer bill as part of its *Initial Rate Case Settlement* to comply with Section 56.15.<sup>100</sup> PWSA completed this task as of June 3, 2020. The redesigned monthly PWSA bill was issued to all customers throughout the month of June 2020, including an infographic bill insert explaining the enhancements. On October 14, 2020, BCS emailed additional requirements that PWSA worked with the new bill print/mail/EBPP vendor to implement as of January 5, 2021. The new requirements that were successfully implemented in January 2021 are 1) customers receiving the Bill Discount rate now see the message "Residential Discount Program" printed in the My Billing Details on the back of the bill, and 2) more descriptive messaging for ALCOSAN wastewater treatment charges appears on the back of the bill as well. The bill design changes that cannot be implemented at this time due to existing restraints in the current Customer Information System ("CIS") include the display of the meter size and other water company usage in 100's of gallons. PWSA is working to include these two bill display items with implementation of its Enterprise Resource planning system currently scheduled to go live in August 2022. PWSA's bill was redesigned to satisfy Commission requirements including Section 56.13 (billings for non-basic service) and 56.15 (billing information).

PWSA offers electronic billing consistent with the requirements of Section 56.11(b). The electronic billing option provides a .pdf of the actual bill and all inserts. Regarding Section 56.11(b)(5) requiring the inclusion of an option to contribute to the public utility's hardship fund

if the public utility is able to accept hardship fund contribution by this method, PWSA has only recently developed processes to enable customers to contribute to its Hardship Grant Program. In January 2021, PWSA initiated a campaign that included a letter explaining the fundraising effort that was mailed separately from the bill with both online donation instructions and a tear off section that could be mailed directly to PWSA's fund administrator, Dollar Energy Fund, with the donation. PWSA is in the process of adding the ability for customers to include additional payment with their monthly bills to be designated for the Hardship Grant Program. This functionality is expected to be available in August 2022. When it is available on the monthly bill, it will also be available electronically as PWSA's electronic billing will include a pdf of the paper bill.

#### *Bill Estimates, PWSA Non-Access Program*

Generally, Section 56.12 requires PWSA to obtain an actual or customer read every 6-months and an actual meter read once every 12 months. PWSA believes its processes in place achieve compliance with these requirements. PWSA's goal is to get an actual reading every month, though the ability of PWSA to obtain actual meter readings or customer supplied readings at least every 6 months pursuant to Section 56.12(4)(ii) has been a challenge due to customers' anxiety pertaining to in-home appointments during the COVID-19 pandemic. Currently there are 4,079 customers who fall into the category of consecutively estimated readings of six months or more.

PWSA has implemented a number of procedures to address this issue. For properties with six or more months of zero consumption and/or actual meter readings, PWSA will solicit the customer for access to the property to replace the water meter. If the customer contacted PWSA and an appointment was made but PWSA is still unable to complete the work, it will notify customer in writing. A Customer Access Necessary letter is utilized when items need to

be moved by the customer to provide access to the water meter. A Customer Repairs Necessary letter addresses when the plumbing adjacent to the meter requires repair by the customer before the meter can be changed. Copies of these letters are included in the Appendices.

If access continues to not be granted, PWSA employs the process of its Non-Access Program implemented in 2019 for the purpose of encouraging customers to enable PWSA to enter their properties to reach meters. Until a customer contacts PWSA to schedule an appointment for a repair/replacement of their water meter, PWSA embarks upon the below process:.

- Non-Access Process – Owner Occupied
  - Mail 5 day courtesy letter.
  - If customer makes appointment but PWSA unable to gain access, mail either Customer Repairs Necessary or Customer Access Necessary letters providing 30 days to reschedule
  - If customer does not make an appointment, mail a 10 day letter.
  - If customer still does not make an appointment, post a 3 day notice.
  - If customer still does not make an appointment, shut at curb and post a shut off posting notice.
- Non-Access Process – Tenant Occupied
  - Mail 5 day courtesy letter.
  - If customer makes appointment but PWSA unable to gain access, mail either Customer Repairs Necessary or Customer Access Necessary letters providing 30 days to reschedule.
  - If customer does not make an appointment, mail a 37 day letter to the owner.
  - If customer still does not make an appointment, post a 30 day notice on the property.
  - If customer still does not make an appointment, post a 3 day notice.
  - If customer does not make an appointment, mail a 10 day letter.
  - If customer still does not make an appointment, shut at curb and post a shut off posting notice.

Prior to the pandemic and restrictions on the ability of PWSA to enter into customer homes, the PWSA's Non-Access Program was achieving significant success. As of February 2019, PWSA's meter read rate was up to 94% (in contrast with 89% in October 2017). Between May 2018 and December 1, 2019, PWSA had repaired or replaced 13,032.<sup>101</sup> In 2020, the number repaired or replaced was 5,550. PWSA anticipates that as the pandemic restrictions ease, it will be able to ramp up this program and continue its forward progression to upgrade meters as needed.

PWSA can provide estimates to customers who contact PWSA for the information. Consistent with Section 56.12(2), PWSA has implemented processes to give customers the opportunity to read the meter and report the quantity of usage in lieu of the estimated bill. Currently, customers may utilize a link on PWSA's website<sup>102</sup> to enter their water meter readings or call AMI directly to either speak with a representative or leave a voice mail message to self-report their water meter readings.

PWSA also utilizes information gathered from other processes to address a lack of actual meter readings. For example, PWSA uses a "drive by device" which can pick up signals. This process will not, however, successfully pick up signals for tampered meters or those wired improperly. PWSA also provides customers access to a usage portal which is a free tool that helps customers track their real-time water usage and receive alerts when there is a spike in water usage.<sup>103</sup> Setting usage alerts can help customers detect water leaks and encourage conservation in the home or business. Customers with estimated meter readings on their monthly bills are encouraged with bill messaging to call PWSA Customer Service. PWSA also has dispatchers available 24 hours and plumbers on shift who can address meter repair issues.



Finally, if PWSA is unable to get an actual read within six months, it will begin the termination process. The notices pursuant to PWSA's termination process can also lead to the customer contacting PWSA to address issues with actual meter reads. If the customer's service is terminated and the customer contacts PWSA, PWSA will repair or replace meter as may be needed as part of its restoration of service process.

#### *Previously Unbilled Service*

Section 56.14 sets forth requirements a utility must follow when it renders a make-up bill for previously unbilled service which accrued within the past four years resulting from public utility billing error, meter failure, leakage that could not have been reasonably detected or loss of service. PWSA is in compliance with these requirements.

PWSA identifies these situations during the pre-bill editing process. At that time a report is run in the billing system to identify all meter readings that result in consumption that is 200% greater than the previous month's consumption and is over 9,000 gallons. Each identified account is reviewed to determine if it is reflective of catch-up consumption based on an actual meter reading following consecutively estimated meter readings. Credit for minimum consumption is given for each month that the account was estimated for less than the allowable monthly usage by meter size. The posting of this credit adjustment includes noting the service period and the gallons credited. If the water service was coded as shut at the curb during the months that the estimated meter readings occurred, a credit for minimum monthly consumption will not be given. A Previously Unbilled Service Notification is mailed to the customer and comments documenting same are added to the account. A sample of PWSA's customer notice is included in the Appendices.

Customers are advised in writing that they may contact Customer Service for payment plan options. Pursuant to Section 56.14(1), PWSA will amortize the bill and extend at least as

long as the period during which the excess amount accrued or necessary so that the quantity of service billed in any one billing period is not greater than normal estimated quantity for the period plus 50%.

#### *Customer Request to Discontinue Service*

Section 56.16 requires a customer to give a utility and a noncustomer occupant at least seven days' notice specifying the date on which it is desired that service be discontinued. PWSA is in compliance with this requirement as Part III, Section C.2 of both PWSA's Water and Wastewater Tariffs require a customer who wishes to have service discontinued to give at least seven days' notice to PWSA.<sup>104</sup>

Section 56.16(b) permits a utility to transfer the unpaid balance to a new residential service account of the same customer. As discussed in above on page 31, PWSA does not transfer unpaid debt to persons who no longer own a property because of its ability to pursue a lien as such PWSA believes it is in compliance with this requirement. Unlike traditional public utilities, PWSA is a municipal authority organized and existing under the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. §§ 5601, *et seq.* which explains PWSA's existing processes regarding unpaid balances. Most significantly, the debt incurred at the property remains with the property and a new owner to the property would be responsible for the outstanding debt via the lien process. If the owner of a property that had an existing debt were to establish service at a new property, PWSA would not assess that owner the debt of the sold property because it would be recovered as part of the lien process. Likewise, PWSA does not assess a tenant of a new property for a debt incurred at a prior location because the debt for the property of the prior location remains with the property and the responsibility of the owner of the property.<sup>105</sup> Issues between the landlord and the tenant about responsibility for payment of outstanding utility bills need to be addressed between the landlord and the tenant.

PWSA's processes regarding voluntary discontinuance of service are further discussed as part of Subchapter D and the Discontinuance of Service to Leased Premises Act sections that follow.

#### *Advance Payments*

Section 56.17 permits a utility to require advance payments for the furnishing of any of the following services: (1) seasonal service; (2) construction of facilities and furnishing of special equipment; and (3) temporary service for short-term use.

Currently, PWSA may require advance payment when it is required to extend its main to accommodate a request for new service. As part of the Compliance Plan Stage 1 process, however, PWSA submitted a Supplemental Compliance Plan Regarding Line Extensions on March 26, 2021 proposing to align its current line extension rules with the Commission's regulations at 52 Pa. Code §§ 65.1 – 65.23. Due to the rate impacts of PWSA's proposal, it is anticipated that this issue will not be resolved until early 2022 as part of PWSA's planned next base rate filing to be filed at Docket No. R-2021-3024773. Ultimately, PWSA's compliance with the customer advance rules set forth in the line extension regulations will ensure PWSA's compliance with Section 56.17.

#### *Payment Options, Third Party Fees, Payment Due Date*

Section 56.21 addresses methods by which the utility may accept payment, the effective date to be used for determining receipt of the payment, and, the requirement to disclose any fees for utilizing a payment option. PWSA is in compliance with these requirements and offers the following payment options for customers:

- EZ-PAY Portal. Effective January 1, 2021, PWSA implemented its new EZ-PAY portal to help residential and commercial customers make quick, one-time payments online using their credit card, debit card, or bank account information. Customers do not need to log in or enroll in the paperless billing and payment portal to make an online, one-time payment. A third party service fee is assessed

only to non-residential customers. A video explaining how to make a one time payment is available at: [https://www.youtube.com/watch?v=cfpS\\_BxTeEI](https://www.youtube.com/watch?v=cfpS_BxTeEI)

- Retail Cash Payment. Customers may make payments at various retail locations. Effective January 1, 2021, PWSA expanded its network of available locations to include 7-Eleven, Family Dollar, Dollar General, CVS Pharmacy, and Walgreens. To pay at retail locations, an EZ-Payslip barcode is included on the back of a bill or can be generated through the EZ-Pay portal. With the barcode and cash, a payment may be made at the retail location. A \$1.49 process fee is added by the retail location for use of their service.
- Pay By Phone System. Effective January 1, 2021, customers may use PWSA's new automated pay by phone system to make one-time payments using their credit card, debit card, or bank account information. Customers can fast track future payments by saving a call-in phone number associated with their account and payment method. A third-party service fee will apply to non-residential customers.
- Paperless Billing and Payment Portal. Effective January 5, 2021, PWSA's new electronic billing and payment portal became available to allow customers to use credit cards, debit cards, and bank accounts to make online payments in the new paperless portal, while commercial customers will be able to use bank accounts. Customers enrolling in paperless billing portal, will receive monthly bills via email instead of by mail.
- Zipcheck. Customers are able to make automated payments from their bank account with Zipcheck. PWSA does not charge any additional fees for use of Zipcheck but advises customers that their bank may charge fees in order to participate in the Zipcheck program.
- Payment by Mail. Customers can make payments by mail directly to PWSA.
- Walk-In Payments. Currently PWSA's billing counter is closed as a result of the COVID-19 pandemic restrictions. Once restrictions are removed, PWSA anticipates making that option available again to customers.

Since January 1, 2021 and consistent with Section 56.21(5), PWSA has eliminated payment fees for Residential customers paying via telephone and online. The only third party fees assessed to residential customers are for Retail Cash Payments.

For purposes of calculating the date payment is received, payments received are deemed to have been made on the date of the postmark pursuant to Section 56.21(2)(i). Payments made through any of the other means are deemed received on the date the payment is electronically transmitted to PWSA pursuant to Section 56.21(4). PWSA assigns only one due date to its

monthly bills and no other fees are referenced in any other materials. Thus Section 56.21(6) is not applicable.

#### *Accrual of Late Payment Charges*

Section 56.22 prohibits utilities from levying or assessing a late charge or penalty on overdue public utility in an amount which exceed 1.5% interest per month on the overdue balance of the bill. Late payment charges are to be calculated on the overdue portions of the bill only and not: (1) to recover the cost of a subsequent rebilling; and, (2) on disputed estimated bills unless utility willfully denied access to premises. A utility may waive late payment charges on any customer accounts.

PWSA is in compliance with these requirements as Tariffs Part III, E.3 address PWSA's assessment of a late payment charge which accrues at the rate of 0.83 percent per billing period, not to exceed ten percent per year when not paid.

#### *Payment Allocation Rules*

Section 56.23 requires application of payments received by public utilities without written instructions to be applied to basic charges for residential utility service. Section 56.24 requires application of insufficient payments received by public utilities without written instructions, a disputed bill or payment agreement to first be applied to the balance due for prior service. PWSA believes it is in compliance with this section.

According to the payment allocation rules in PWSA's billing system, payments are applied to customers' accounts in the following order:

1. Outstanding installments due under a Special Payment Arrangement (payment plan).
2. Oldest outstanding debt with like due dates in the following order of Bill, Miscellaneous Charges, and Late Charges.
3. Bill payment priority is as follows:

- i. Water
- ii. Wastewater Conveyance
- iii. Sewage Treatment (ALCOSAN)

PWSA Tariffs Part III, Section E.5 make clear that any payment to PWSA for any non-utility services will first be applied to all outstanding regulated utility charges. PWSA plans to add stormwater charges to the list of bill payment priority list and to ultimately revise its current process to allocate payments by percentages as part of the upcoming rate case to be filed on or before April 13, 2021 at docket numbers R-2021-3024773 (water), R-2021-3024774 (wastewater), and R-2021-3024779 (stormwater).

### C. Subchapter C. Sections 56.31 – 56.58: Credit and Deposit Standards Policy

Sections 56.31 through 56.38 apply to credit and deposit standards for applicants and highlight the need for credit and deposit policies to be equitable and nondiscriminatory, with policies related to security and cash deposits; third-party guarantors; deposits for temporary service; payments of outstanding balances; written procedures; general rules; and payment periods for deposits by applicants. Sections 56.41 and 56.42 relate to procedures for existing customers, including the payment periods for deposits by customers. Finally, Sections 56.51 through 56.58 reference policies for cash deposits, including the amount of the cash deposit; the deposit hold period and refund; the refund statement; the interest rate; and the application of interest.

#### 1. BCS Workshop Discussion

During the February 21, 2019 Workshop, security deposits, accrual of late payment charges, denial of credit, and application for final bill.

## 2. PWSA Compliance Status

### *Security Deposits and Credit Scoring*

PWSA does not require applicants for residential service to make a cash deposit as contemplated in Section 56.32, 56.34, 56.38, and 56.42(a). PWSA does not rely on credit checks when establishing a new residential customer. As such PWSA is in compliance with this section.

### *Unpaid Balances as a Prerequisite to Service and to Reestablish Service*

Section 56.35 permits a utility to require an applicant to pay any outstanding bill which accrued within the past four years for which an applicant is legally responsible and for which the applicant was billed properly. Section 56.36(b) requires the utility to establish written procedures for determining responsibility for unpaid balances. Section 56.41 permits PWSA to require the posting of a deposit for a previously terminated customer to reestablish service.

PWSA does not require customers to pay debt for previous service rendered at another property in order to initiate new service at a new location and is, therefore, in compliance with this section. As explained previously, PWSA maintains the debt incurred at a property with the property and the property owner so that it may pursue a lien to recover the debt. Thus, PWSA relies on its lien ability rather than tracking down former customers to require deposits when they attempt to establish service at a new location. PWSA recognizes that its existing Tariff provisions at Part III, Section A and Section F may create confusion regarding current processes and proposes to delete them to come into compliance with Commission requirements.

### *Third-Party Requests for Service*

When a utility receives a request from third parties to establish service on behalf of an applicant, Section 56.36(b)(3) requires utilities to have processes in place to verify the legitimacy of the request. PWSA does not permit third parties to establish service on behalf of another person and, therefore, is in compliance with this section. In the context of landlords and tenants,

the owner of record always receives the service and ultimate responsibility for the charges but the tenants do have the option to receive a copy of the monthly bills.

#### *Timeframe for Providing Service*

Section 56.37 requires a public utility to make a bona fide attempt to provide residential service within three business days, provided that the applicant has met all regulatory requirements. A bona fide attempt to provide service within seven business days is permissible if street or sidewalk digging is a requirement. A longer time frame is permissible with the consent of the applicant. PWSA is in compliance with these requirements.

When a property is sold, PWSA does not interrupt service. Rather, each party is billed for the length of time that he or she is a customer during the transfer of the property.

Applications for Final Bill are completed within 7 to 10 days of a request date. In the case of new construction, service line tap-ins and meter installations are scheduled with the developer/contractor based on their readiness.

#### **D. Subchapter D. Section 56.71: Interruption and Discontinuance of Service**

Section 56.71 relates to the interruption of service, which can occur when it is necessary for a utility to effect repairs or maintenance; eliminate an imminent threat to life, health, safety, or substantial property damage; or for reasons of local, State, or National emergency. This section describes the requirements for notice of interruption to customers and the permissible duration of such interruptions. Section 56.72 sets forth the circumstances under which a utility may discontinue service without prior written notice depending on whether the utility has received a written request to discontinue service or not.



## 1. BCS Workshop Discussion

The April 23, 2019 BCS Workshop addressed issues related to interruptions of service. During the July 25, 2019 BCS Workshop addressed issues related to voluntary discontinuance of service including the various types of residences, customer responsibilities for discontinuance, forms required by PWSA for discontinuance, meter access for discontinuance, final billing procedures and turn-on service.

## 2. PWSA Compliance Status

### *Interruption of Service*

Section 56.71(1) requires prior notice of service interruption when public utility knows in advance of the circumstances requiring the interruption. Notice as soon as possible is required when service is interrupted due to unforeseen circumstances pursuant to Section 56.71(2). Sections 56.71(3) and 56.71(4) address the notification procedures and permissible duration for service interruptions.

PWSA is in compliance with the required notification procedures for interruption of service and takes reasonable steps to notify affected customers and occupants of the cause and expected duration of the interruption. Regarding planned maintenance that will result in service interruption, PWSA typically notifies customers at least one business day in advance by outbound call and/or in-person notification. If less customers are affected, then PWSA Field Operations personnel can personally notify affected customers and leave a posting at the property.

For unexpected service interruptions, PWSA's process to notify affected customers and occupants includes outbound calling and/or in-person notification as soon as possible.

In addition, PWSA's Public Affairs department posts service outage details on PWSA's website at this link: <https://www.pgh20.com/projects-maintenance/service-outages>

### *Voluntary Discontinuance of Service*

Regarding written requests, PWSA is in compliance with these requirements and requires completion of either a “Residential Owner Water Service Shut-Off Request” or a “Residential Rental Water Service Shut-Off Request.” Copies of these forms are included in the Appendices. If the request is from an Owner of a rental property, then the Owner (Landlord) is required to have the request notarized and to, affirm that all affected dwelling units in the building are unoccupied or that all affected tenants have consented in writing to the proposed discontinuance of service. The Owner of a rental property is also required to recognize that any tenants of the residential building retain all the rights provided by the Discontinuance of Service to Leased Premises Act (“DSLPA”), 66 Pa.C.S. §§ 1527-1531. As will be discussed in more detail in below sections, PWSA follows all DSLPA required notices to tenant and protections afforded to tenants including posting the notice consistent with the requirements of Section 56.72(2)(ii)(A). Upon receipt of a voluntary request to discontinue service, PWSA will research the status of the property and not discontinue service if there is evidence that the property is occupied.

When PWSA receives a request to voluntarily discontinue service, it cross checks PWSA records and Allegheny County records to identify the building type. Pursuant to PWSA Tariffs, Part I, Section E, a \$25.38 fee is charged for turn-on of service at the curb stop and a \$45.68 fee is charged for same day turn-on at the curb stop. (These fees are waived until January 14, 2022 or as directed by future Commission order, whichever is later)<sup>106</sup>

Once Residential water service is shut at the curb, PWSA ceases to assess its water/wastewater conveyance charges. However, PWSA may continue to issue bill solely for ALCOSAN wastewater treatment charges. Billing for ALCOSAN wastewater treatment charges is only discontinued with a property is demolished or when the customer’s sewer line is disconnected from the PWSA sewer main.

Property owners wishing to sell a property with a billing account must submit a final bill application within seven to ten working days prior to the closing date upon the sale of a property.<sup>107</sup> This application is only necessary when there is a sale of property or when there is a change of deed/ownership. Pursuant to PWSA Tariffs, Part I, Section H, a \$20.30 service fee is assessed to each final bill. Even though PWSA will no longer assess its charges, PWSA may continue to issue bills solely for ALCOSAN charges.

#### E. Discontinuance of Service to Leased Premises Act, 66 Pa.C.S. §§ 1521-1533

The Discontinuance of Service to Leased Premises Act (“DSLPA”), 66 Pa.C.S. §§ 1521-1533, details processes that utilities must provide when providing notice of pending termination to landlord accounts, where a tenant occupies the premises but is not a customer listed on the account.

##### 1. BCS Workshop discussion

DSLPA issues were discussed during the July 25, 2019 BCS Workshop addressed in connection with issues related to voluntary discontinuance of service.

##### 2. PWSA Compliance Status

PWSA believes that it currently complies with this the DSLPA requirements and in one consumer complaint case involving a landlord’s disagreement with PWSA’s efforts to work out payment arrangements with a tenant but to ultimately hold the landlord responsible for the debt, the Commission agreed that PWSA’s processes are reasonably consistent with the landlord/tenant discontinuance of service requirements of Sections 1521-1533 of the Code.<sup>108</sup> PWSA’s Landlord/Tenant accounts are categorized in its system through use of a designated Location Class, and PWSA works to update this information for customers when available. PWSA may identify rental properties where the mailing address and service address are

different, through customer/tenant interactions, information obtained through field visits and information obtained during the Final bill Process.

As explained previously, the landlord remains liable for utility service as PWSA maintains the ability to seek recovery of outstanding utility charges for the property as part of its non-PUC jurisdictional lien process. Tenants are not considered “customers” (within PWSA’s meaning of that term which is different from ensuring that they are able to avail themselves of all Chapter 14 and Chapter 56 protections), except when the property is individually metered and the tenant establishes service in their name. The tenant may establish service in his or her name after a landlord voluntarily requests discontinuance if the service is individually metered and the tenant consents to establish service under his or her name.

PWSA follows the DSLPA processes for landlords and tenants to avert termination. PWSA’s customer notices are included in the Appendices. PWSA provides the required 37 Day Shut Off Notice to Landlords and the 30 Day Shut Off Notice to Tenants as required by the DSLPA. PWSA’s notices include required information reflecting the jurisdiction of the Commission, as well as specific language required. The 37 Day Shut Off Notice is sent certified mail to the landlord’s specified location.

If the landlord does not comply with the requirements listed on the 37 Day Shut Off Notice by the 7<sup>th</sup> day, affected tenants are notified of the proposed termination through a 30 Day Tenant Termination Notice to Tenants posted twice on the property at different times of the day for tenants to see. If PWSA successfully obtained the tenants’ names and addresses, a 30 Day Shut Notice to Tenants is sent by first class mail directly to the tenant. Both 30 Day notices to the tenant include the information required by DSPLA.

Additionally, for tenants wishing to exercise their right to continued service pursuant to DSLPA, PWSA accepts as proof of identification any document issued by a public agency or public utility which contains the name and address of the tenant. PWSA will not terminate or will promptly restore water service if the tenant pays the landlord's prior month's bill. Once a tenant payment is received, PWSA will send a Tenant Payment Notice to Tenants each month advising the tenant what amount is due for the 30-day payment amount to continue service in the landlord's name. If no payment is received, PWSA will terminate service in accordance with the scheduled termination as provided in the notice. If PWSA is notified that a premise is occupied by a tenant after the water service was terminated and tenant did not receive proper 30-day notification prior, PWSA will promptly restore the water service and reissue the termination with the proper 37-day and 30-day notifications.

PWSA accepts medical certificates and protection from abuse orders or court orders issued by a court of competent jurisdiction in the Commonwealth which provide clear evidence of domestic abuse from tenants. PWSA will not terminate a Landlord/Tenant account during the months of December through March.

#### **F. Subchapter E. Sections 56.81 – 56.118: Termination of Service**

According to Section 56.81, authorized termination of service may occur after notice has been provided in the following circumstances: nonpayment of an undisputed delinquent account; failure to complete payment of a deposit or provide a guarantee of payment or establish credit; failure to permit access to meters, service connections, or other property of the public utility for purposes of replacement, maintenance, repair, or meter reading; or failure to comply with the material terms of a payment agreement. PWSA complies with this section as it currently uses these circumstances as grounds for authorized service termination.

Sections 56.91 through 56.100 lay out the notice procedures required prior to termination, including general notice provisions and what information must be included in a termination notice, procedures to follow immediately prior to termination, immediate termination policies, and winter termination procedures. Additionally, Sections 56.111 through 56.118 highlight the emergency provisions for terminating, postponing termination, and restoring service to customers, with which PWSA currently complies. Finally, Section 56.131 provides for third-party notification allowing customers to designate a third-party to receive notices from the utility.

### 1. BCS Workshop Discussion

Termination of service issues were discussed during the July 25, 2019 BCS Workshop.

### 2. PWSA Compliance Status

#### *Language, Format and Method of Providing Suspension and Termination Notice*

PWSA's current customer notices regarding service terminations for non-access or outstanding balances are included in the Appendices. The current version of these documents are the product of various revisions since 2018 when PWSA first became subject to the Commission's jurisdiction. The initial versions of these notices utilized by PWSA in the spring of 2018 were further updated as a part of the *Initial Rate Case Settlement*.<sup>109</sup> Additional edits to these documents were provided by interested stakeholders in the fall of 2019 which PWSA accepted. PWSA has also received feedback from BCS regarding these notices which has been incorporated into the current documents. Given the revisions necessitated by the Commission's more recent direction in the *Order Recommencing Terminations*, BCS requested to review all PWSA's non-payment and non-access notices in March 2021. PWSA will work with BCS regarding any proposed revisions.

The timing of PWSA's termination notices is displayed on the Life Cycle Collections documents included in the Appendices and is consistent with Commission regulations.

#### *Grounds for Termination*

Section 56.81 sets forth four actions by the customer for which a utility may notify the customer and terminate service once proper notice has been provided. PWSA's Tariffs include consistent provisions and, therefore, PWSA is in compliance with these requirements.

Termination for nonpayment is addressed in Part III, Section C.3.e of PWSA's tariffs.

Termination for failure to permit access to the meters is addressed in Part III, Section C.3.f of PWSA's tariffs. Section 56.98 presents additional actions of the customers that permit a utility to immediately terminate services. The additional grounds for termination are also set forth in PWSA's Tariffs and involve malicious and/or willful conduct on the part of the customer as well as receipt notice from other specified health agencies to terminate service due to violations of any law or ordinance.

PWSA's Tariffs also make clear that it will send a notice of termination to commonly supplied premises but will not terminate service to such premises. As addressed during the Compliance Plan Stage 1 proceeding, PWSA often does not know at the time it undertakes its residential customer service termination processes that a particular account is part of a shared service line.<sup>110</sup> PWSA's prior rules and regulations as encompassed in its Official Prior Tariff permitted PWSA to terminate service to multiple premises on a shared service line connection if one customer became delinquent, and PWSA continued this prior procedure in its Initial Commission-approved Tariff effective March 1, 2019. This provision was changed, however, following the *March 2020 Stage 1 Order* and approved as part of PWSA's Tariff Supplement No. 3 which became effective on June 27, 2020. Consistent with its commitments in the course of the Stage 1 Compliance Plan proceeding, PWSA recently assigned its staff the task of

developing a separate notice of nonpayment that would be sent to residential shared service lines to the extent PWSA is aware such line exists at the time of the termination process. Due to the pandemic and the moratorium on terminations, this was not a priority project for PWSA. Once PWSA develops a proposed form it will be shared with the parties of the Stage 1 Compliance Plan proceeding and BCS for approval prior to use.

#### *Winter Moratorium, Designation of Third Parties*

Section 56.100(f) provides that water utilities may not terminate service to a premises when the account is in the name of a landlord ratepayer with limited exceptions. PWSA does not terminate service to rental customers between December 1<sup>st</sup> and March 31<sup>st</sup> and is, therefore, in compliance with this section. PWSA offers additional protections for customers based on income as part of its Winter Moratorium program.

Where termination is permitted during this time period, Section 56.95 requires that a 48 hour notice be posted at the customer's residence unless personal contact has been made. PWSA's 48 hour notice has been provided in the Appendices and is used consistent with the regulation.

Section 56.131 requires utilities to permit customers to designate a consenting individual or agency which is to be sent a duplicate copy of reminder notices, past due notices, delinquent account notices or termination notices. PWSA complies with this by requiring such requests be made in writing to PWSA, either by letter or email, and adding the third party to the account. PWSA also permits customers to complete a Data Protection Release Form to give authorization to a third party to view the customer's account history.

#### *Medical Certificates*

Sections 56.111-118 govern the processes for medical certifications. PWSA's processes are in compliance with these requirements and were updated as part of the *Initial Rate Case*



*Settlement.*<sup>111</sup> PWSA will not terminate service to a premises when a customer has submitted a valid medical certificate as set forth in Part III, C.3.k of its Tariffs and consistent with Section 56.112. PWSA accepts medical certificates that provide the information as required by Section 56.113. All of PWSA's termination of service notices contain a Medical Emergency Notice which provides customers information about how to exercise his or her right to submit a medical certificate to forestall a service termination.

If a customer reports that he or she or a member of the household is seriously ill or service to treat a medical condition, in keeping with the *Moratorium on Terminations Emergency Order*, PWSA places a 7-day hold on the pending termination of service for the medical professional to submit a written medical certificate. If the medical certificate is not received within the seven-day period, then collections will resume. If a medical certificate is received within the time period, then the termination is canceled.

Upon receipt of a medical certificate, PWSA notifies the customer that he or she is required to pay all current undisputed bills while the medical certificate is active but not any outstanding balances. PWSA will work with the customer to establish an equitable payment arrangement to address the outstanding balances and resolve the grounds for termination.

PWSA also informs the customer of his or obligations to renew the medical certificate at the time the initial one is received. If the customer fails to pay the current bills while the medical certificate is active, the customer is limited to five medical certificate renewals. If a customer who has already exhausted their five medical certificate renewals pays the existing overdue balance in full, the customer is eligible to file new medical certificates.

PWSA will not terminate service for the time period specified in a medical certificate for a maximum length of time of 30 days. As long as the customer pays current bills while the

medical certificate is active, there is no limitation on the number of times a customer can renew a medical certificate. If a medical certificate renewal is denied due to the customer failing to pay the customer bills, the customer may initiate a dispute, and PWSA will process it in accordance with its normal dispute processes.

When a medical certificate expires and it is within 60 days of the delivery date of the termination of service notice, the termination process will resume from the point it was suspended. No additional notice will be provided prior to termination. If the medical certificate expires after the 60-day period, the termination process will be restarted from the beginning.

#### *Personal Contact Immediately Prior to Termination*

Section 56.94 provides that immediately preceding the termination of service, the utility shall attempt to make personal contact with a responsible adult occupant at the residence of the customer. During the Compliance Plan Stage 1 proceeding, PWSA explained its interpretation of Section 56.94 as not requiring knocking on the door, fully set forth its concerns about how implementing such a new policy for PWSA would place PWSA's employees into hostile working conditions, and noted that such a change would have to be carefully considered in light of labor law requirements given PWSA's existing labor contracts.<sup>112</sup> Notwithstanding PWSA's concerns, PWSA did agree as part of the Compliance Plan Stage 1 proceeding to implement the following procedures on an interim basis:<sup>113</sup>

On an interim basis, PWSA will place a phone call the day prior to immediately prior to residential customer service terminations. Calls will be made by the service technician performing the termination or by a live customer service representative who is able to communicate directly with the service technician to stop a termination from occurring if warranted by the circumstances. Under no circumstances will these calls be made by an automated system or by a call center representative who does not have the ability to intervene to stop an active termination. As part of the calls,

- PWSA will provide the consumer with a timeframe for the actual termination (such as morning/afternoon);

- PWSA will provide specific information to the consumer during the call to ask about extenuating circumstances, such as a Protection from Abuse Order or medical condition and to offer a payment arrangement (if applicable); and
- PWSA will leave a voicemail (if available) if unable to reach the customer providing the same information as noted in prior two point.

PWSA has implemented these interim procedures and is reporting on these items in the Quarterly Compliance Plan Progress Reports. In the last three quarters of 2019 (prior to the March 13, 2020 *Moratorium on Terminations Emergency Order*), PWSA was achieving a reported average call completion rate of 55.44%.

Further discussions with interested stakeholders regarding this issue were held on December 3, 2019 and January 16, 2020. As a result of those further discussions, PWSA agreed to include as part of a then-upcoming Request for Proposals (“RFP”) process for a vendor to post termination notices that the vendor also agree to perform the requirements of Section 56.94. At that time, PWSA anticipated issuing the RFP in February 2020 with implementation in May or June 2020. However, with the onset of the COVID-19 pandemic and the Commission’s *Moratorium on Terminations Emergency Order* entered March 13, 2020 the RFP has not yet been issued.

While PWSA plans to move forward with issuing the RFP to ensure that PWSA’s vendor agrees to perform the requirements of Section 56.94 once its collections efforts resume, PWSA continues to remain concerned about the safety of employees and or contractors performing these functions. A recent Informational Brief dated March 30, 2021 and issued by the Western Pennsylvania All Hazards Fusion Center warns that the cascading impacts from financial strain and overall mental health from the COVID-19 pandemic could cause utility customers facing shut-offs to take out their frustrations on utility workers and lash out violently at individuals and

organizations if they are perceived as treating the customers unfairly or unnecessarily causing hardships.

#### G. Subchapter F. Sections 56.140 – 56.181: Disputes; Termination Disputes; Informal and Formal Complaints

Sections 56.140 through 56.143 detail the general provisions associated with disputes and complaints, including follow-up responses, dispute procedures, timeline for filing an informal complaint, and the effect of failure to file a timely informal complaint. Sections 56.151 and 56.152 summarize the Public Utility Company Dispute Procedures. Sections 56.161 through 56.166 and Sections 56.171 through 56.174 include the informal and formal complaint procedures, respectively. For informal complaints, the procedures include filing, the Commission's procedures, termination of service pending the resolution of the dispute, conference procedures and informal complaints. For formal complaints, the procedures include general rules, filing, review from the formal complaint decisions of the Bureau of Consumer Services, and the ability to pay proceedings. Finally, Section 56.181 highlights the duties of parties, the disputing party's duty to pay undisputed portions of bills, and the utility's duty to pay interest in cases of overpayment.

##### 1. BCS Workshop Discussion

Subchapter F was discussed during the November 4, 2019 Workshop.

##### 2. PWSA Compliance Status

PWSA believes that it complies with these procedures to manage the informal and formal complaint processes. Customers interacting with PWSA are asked if they are satisfied. If the customer responds no, the customer is escalated to a supervisor or Coordinator, and an Inquiry lock is placed on the account. The initial Inquiry lock stops the Collections process, including termination, on the account.

A daily report of the locks is generated and reviewed. Generally, PWSA will contact the customer either that day or the next day. Representatives are trained about how to handle these contacts. If the customer is still unsatisfied, the account is coded with a Dispute lock and is assigned to a PUC Compliance Analyst who creates a Utility Report and contacts the customer. The customer will receive a copy of the Utility Report.

PWSA takes infractions seriously, and if the statistics identify a negative trend, PWSA will follow up internally and identify process changes or procedures to be implemented. Listed above on page 23 are actions taken by PWSA based on information gleaned through this process.

## H. Subchapter G. Sections 56.191 and 56.192: Restoration of Service

Section 56.191 provides an overview of the requirements for payment and timing necessary for utilities to restore service, and Section 56.192 details the utility's requirements to have adequate personnel available to restore service between 9 a.m. and 5 p.m. during each working day, or for a commensurate period of eight consecutive hours to restore service when required.

### 1. BCS Workshop Discussion

Subchapter G was discussed during the November 4, 2019 Workshop.

### 2. PWSA Compliance Status

PWSA is in compliance with these requirements. When a customer's water service is terminated and he or she either 1) pays in full, 2) enters into an income-based payment arrangement with the first installment paid, 3) files a medical certificate, or 4) file a PFA, he or she is asked to pay \$45.68 for a same day restoration and \$25.38 for a next day restoration. If a PFA is filed, the customer may either enter into a payment arrangement or bring the payment arrangement current plus pay the restoration fee to have service restored within 24 hours. If

customer cannot pay the restoration fee, PWSA will restore service and add the fee to the next bill. Same day restorations are performed by 8 PM. Next day restorations are performed by 8 PM the following day. If a medical certificate is filed, the service is restored within 24 hours of receipt of the medical certificate. If water service is terminated by PAWC or WPJWA at the request of PWSA (due to unpaid wastewater conveyance charges), the restoration may take up to 48 hours. PWSA has adequate Field Operations staffing to regularly accomplish restorations within established regulations. While Field Technicians are primarily responsible for this work, Plumbers and Foremen can also perform a restoration, and there is always a Foreman on duty 24/7.

#### I. Subchapter H. Sections 56.201 and 56.202: Public Information Procedures and Record Maintenance

Sections 56.201 and 56.202 pertain to public information procedures and records maintenance procedures, respectively. Public utilities are required to summarize the rights and responsibilities of the utility and its customers, and display this information prominently, both online and in hard copy, with which PWSA currently complies. Public utilities that serve a substantial number of Spanish-speaking customers are also required provide billing information in English and Spanish.

Under Section 56.202, public utilities are also required to preserve a minimum of four years' written or recorded disputes or complaints. Additional information that must be maintained includes customer payment performance; the number of payment agreements made, as well as the terms of the agreements; the number of service terminations and reconnections; and communications to or from individual customers regarding interruptions, discontinuances, terminations, and reconnections of service.

## 1. BCS Workshop Discussion

Subchapter G was discussed during the November 4, 2019 Workshop.

## 2. PWSA Compliance Status

PWSA believes that it currently complies with these record maintenance policies.

PWSA's makes available a document titled "Your Rights and Responsibilities as a Utility Customer" on its website at: [https://www.pgh2o.com/sites/default/files/2019-10/2045\\_RevisedRightsandResponsibilitiesJune8.pdf](https://www.pgh2o.com/sites/default/files/2019-10/2045_RevisedRightsandResponsibilitiesJune8.pdf). Additionally, PWSA has begun offering translation services through its call center which can provide a translator in approximately 300 languages, including Spanish. PWSA also has an Electronic Data Retention Policy in place that was approved on July 26, 2019 which ensures compliance with all laws, legal requirements, agreements, contracts, best practices, and adopted policies related to electronic data retention and disposition.

## J. Subchapter J. General Provisions

Section 56.222 permits a public utility to seek modification of a regulation and or temporary exemption. Section 56.223 provides that a tariff provision inconsistent with Chapter 56 is deemed nonoperative and superseded by Chapter 56.

PWSA understands these provisions.

## K. Subchapter K. Public Utility Reporting Requirements

Section 56.231 sets forth monthly reporting requirements for residential accounts. PWSA is reporting to BCS all required information on a monthly basis and is, therefore, in compliance with these requirements.

## L. Subchapters L-V. Provisions for Victims of Domestic Violence with a Protection from Abuse Order or a Court Order Issued by a Court of Competent Jurisdiction in this Commonwealth which Provides Clear Evidence of Domestic Violence

Sections 56.251 and 56.252 state the purpose, policy, and definitions of Subchapters L-V, which apply to victims of domestic violence with a protection from abuse order or court order issued by a court of competent jurisdiction in Pennsylvania which provides clear evidence of domestic violence.

### 1. BCS Workshop Discussion

Subchapters L-V were discussed during the November 4, 2019 BCS Workshop.

### 2. PWSA Compliance Status

PWSA believes it is currently in compliance with the provisions for victims of domestic violence with a Protection from Abuse (“PFA”) order or other qualifying court orders providing clear evidence of domestic violence. PWSA has implemented processes to recognize the differences in protections to be applied to domestic violence victims regarding payment arrangements, responsibility for debt, termination notices and process, medical certificates and restoration of service. PWSA has also installed a pop-up message in its Customer Information System to alert Customer Service Representatives of a previously provided PFA when they access a customer’s account. PWSA also received on-site training from representatives of domestic violence support organizations to better understand issues related to domestic violence victims and the Commission’s requirements.

#### *Payment Agreements*

Section 56.252 defines a Payment Agreement as a mutually satisfactory written agreement whereby applicant who admits liability is permitted to amortize or pay the unpaid balance in one or more payments over a reasonable period of time. Consistent with this



definition, PWSA negotiates Payment Agreements with victims of domestic violence without regard to customer's income and based on the facts of the specific situation. For all customers, PWSA also provide written confirmation of the agreed-to payment arrangement. A sample of this confirmation letter is included in the Appendices.

#### *Responsibility for Debt*

Section 56.285 states that the 4-year limit on debt accrual that utility may require to be paid as a condition of furnishing residential service does not apply to charges that accumulated under another person's name unless a court, district magistrate or administrative agency finds the applicant responsible for the balance. For domestic violence victims, PWSA takes this into consideration. PWSA may also waive late payment charges. Therefore, PWSA is in compliance with this requirement.

#### *Termination Notices and Process*

The following differences to PWSA's termination notices and processes are applied for domestic violence victims consistent with the requirements of Sections 56.331-56.340:

- A termination notice is only valid for 30 days.
- In addition to the 3-day telephone call or posting, the customer may designate a third-party to receive the termination notice. If no designation is provided, PWSA may contact community interest group which previously agreed to receive the notification.
- If PWSA does not successfully complete the telephone call, posting or the domestic violence victim has not designated a third-party to receive notice, PWSA provides the notice to the PUC in writing.
- If the 3-day personal contact is not successful, PWSA will post a 48-hour termination notice prior to a scheduled termination (This is not limited to the timeframe between December 1<sup>st</sup> and March 31<sup>st</sup>).
- The posted termination notice will be delivered to a responsible adult occupant or conspicuously posted at the residence.
- If a domestic violence victim has submitted a dishonored payment during the termination process, PWSA will not resume the termination process but will begin the process from the beginning with a new 10-day notice.

- PWSA will not terminate domestic violence victims between December 1<sup>st</sup> and March 31<sup>st</sup> (regardless of income).

#### *Medical Certificates*

PWSA accepts written or oral medical certificates and confirms that it includes all of the information required by Section 56.353. PWSA may verify the certification by contacting the physician or nurse practitioner or require written verification within 7 days.

#### *Restoration of Service*

If a domestic violence victim's service is terminated while on a payment arrangement, he or she may pay the amount currently due plus a reconnection fee; however, all reconnection fees are waived in 2021 consistent with Commission directives. If a payment arrangement is requested to restore water service, the terms of the payment arrangement will be based on the size of the unpaid balance, the ability of the customer to pay, the payment history of the customer, and the length of time over which the bill accumulated. The payment arrangement does not follow the 24-month, 12-month, or 3-month restrictions for restoration. PWSA restores water service within 24 hours of the customer satisfying the grounds to restore the service.

### COMPLIANCE PLAN – LEAD SERVICE LINE REPLACEMENTS

The Commission instructed PWSA in its *June 2020 Stage 1 Order on Reconsideration* to confer with the parties regarding various Commission directives and issues related to lead service line remediation and to submit a compliance proposal to address those issues. Those issues included: (1) pre-termination notice requirements; (2) tenant-occupied properties and unresponsive landlords; (3) tangled titles and other technical property issues; (4) independent legal restrictions that bar service terminations due to non-payment of utility bills; (5) emergency repairs; (6) properties with high restoration costs; and (7) partial replacement of lead service lines due to certain circumstances. PWSA filed its compliance proposal regarding lead service

line remediation issues on September 30, 2020. The *Stage 1 February 4, 2021 Order* approved PWSA's compliance proposal as modified by the Order. PWSA's Lead Infrastructure Plan (Amended Appendix C to its LTIIP) filed on April 1, 2021 and Water Tariff Supplement No. 6 (both effective April 5, 2021) comprehensively address PWSA's commitments regarding lead service line replacements and PWSA believes the aforementioned issues have been fully vetted.

### I. Discontinuance of Service to Leased Premises Act

In the *June 2020 Stage 1 Order on Reconsideration*, the Commission encouraged the parties to address in Stage 2 compliance plan proceedings whether the rights of tenants pursuant to Chapter 15, subchapter B apply to a lead service line related termination of service to a tenant-occupied property. PWSA does not believe that the rights of tenants under Chapter 15, subchapter B of the Public Utility Code apply in the context of the replacement of a lead service line.<sup>114</sup> Chapter 15, subchapter B does not appear to be applicable as a tenant may exercise the right to maintain service by paying the service bill directly to the utility.<sup>115</sup>

### II. Options to Prevent Termination Where Landlord Refuses or Neglects to Respond to Lead Service Line Replacement

The *Stage 1 February 4, 2021 Order* encouraged PWSA to explore options in its Stage 2 compliance plan proceeding to prevent termination of service to tenants where the landlord refuses or neglects to respond to PWSA's offer to replace the private-side lead service line at no direct cost to the landlord.<sup>116</sup> The Commission also requested that PWSA develop and submit appropriate Tariff language that would provide PWSA with step-in rights to make the necessary replacement of a private lead service line where a landlord is nonresponsive to the pre-termination notice procedures.<sup>117</sup> To satisfy the aforementioned requests, PWSA included language in Water Tariff Supplement No. 6 that provides PWSA with step-in rights to prevent

termination of service to tenants where the landlord neglects to respond to PWSA's offer to replace the private lead service line at no direct cost to the landlord.<sup>118</sup>

## COMPLIANCE PLAN - COLLECTIONS

### I. Collections Plan

#### A. Legal Framework

The Commission lacks jurisdiction to prohibit a utility from pursuing its legal right to collect a debt.<sup>119</sup> The Commission also lacks jurisdiction over issues related to municipal liens themselves; such as the imposition of the lien, the validity of the lien, and the enforcement or removal of the lien. The Pennsylvania Municipal Claim and Tax Lien Law, 53 P.S. §§ 7101, et seq. ("MCTL"), provides the exclusive procedure that must be followed to challenge or collect on a lien.<sup>120</sup> PWSA is a municipal authority created by the City of Pittsburgh pursuant to the Municipal Authorities Act.<sup>121</sup> Although PWSA became subject to the jurisdiction of the Commission effective April 1, 2018, PWSA continues to have the ability to issue municipal liens and the Commission lacks jurisdiction over this process. Because liens are an important part of PWSA's overall collections strategy and, in fact, have served a significant role in aiding the ability of PWSA to receive revenue at a time when revenue became less collectible as a result of the March 13, 2020 *Moratorium on Terminations Emergency Order*, PWSA has elected to present a comprehensive description of its Collections Plan.

#### B. PWSA's Current Collections Plan

PWSA's Collections section of Customer Service had to adapt to the COVID-19 pandemic and the resulting restrictions on past collection activities. In 2020, the past practice of issuing termination notices was replaced by 59,904 Friendly Reminder letters in the mail and 9,433 personalized payment counseling telephone conversations.

In 2021, Sharon Gottschalk transitioned from Senior Customer Service Manager to Senior Collections Manager. This role change allows Mrs. Gottschalk to concentrate on oversight of the two sections within Customer Service that contribute directly to the Authority's revenue: Collections and Permits. Mrs. Gottschalk's initiatives include the following:

1. Assigning collection calls to a) eBill customers who have not enrolled in the new platform, b) landlords of rental properties, c) accounts with high dollar past due balances and monitoring the calls being made and reviewing the results;
2. Tracking and sending letters on unpaid final bills;
3. Conducting collection training with staff regarding liens, bankruptcies, sheriff sales and treasurer sales;
4. Ensuring that Permits staff is assessing and collecting fees accurately and timely;
5. Designing Friendly Reminder outbound collection calls;
6. Managing Notice of Intent to Lien letters and resulting payments;
7. Partnering with legal counsel on the creation of a "soft" collection letter;
8. Launching Collections and Permits staff appreciation meetings to boost morale and to promote team building;
9. Working with the Finance department to identify and collect/adjust aged debt; and
10. Performing account lock maintenance to ensure accounts move through the collection process in the CIS.

The following are the collection activities that PWSA is currently engaged in to attempt to collect unpaid PWSA water and wastewater conveyance charges as well as ALCOSAN sewage treatment charges:

1. Identifying accounts more than 60 days past due.
2. Proceeding to post termination notices on any past due Non-Residential accounts.
3. Sending Friendly Reminder letters to any past due Residential accounts.
4. Collection calling any past due customers who carry large balances or are Residential. Collection calls are made to all customers, not just those carrying large delinquent account balances.
5. Mailing Notice of Intent to Lien letters once an account is shut at the curb or a portion of the charges cannot be collected via termination. Notice of Intent to Lien letters are also being mailed to any delinquent customers to secure the Authority's ability to collect aged debt. Aged debt may be the result of unpaid final

bills, balances over \$1K that have not paid in a year, and Non-Residential accounts that cannot be shut at the curb stop/gate valve.

6. Moving to lien any unpaid charges.

### 1. Overview of Bad Debt

PWSA has made progress in reducing bad debt. Following up on the terminated contract with Jordan Tax Service, Inc. (JTS), which was effective June 30, 2019, PWSA has debited 6,031 accounts in the amount of \$4,673,176.29 for unpaid water/wastewater charges under four years where the customer who incurred the debt is still the owner of record. PWSA continues to send Notices of Intent to Lien to any owners of property not already lienied by JTS among the 8,529 accounts with debt totaling \$16,541,053.62 for any unpaid water/wastewater charges older than four years.

PWSA plans to evaluate the need for an external collection agency partnership following the implementation of its Enterprise Resource Planning system and the automation of its Collections process, currently scheduled for go-live in August 2022. If PWSA elects to contract with an external collection agency in the future, a requirement of any such contract would be to ensure that all residential customer protections as set forth in Chapter 14, Chapter 56 and DSPLA would be followed.

Beginning in mid-2020, PWSA mailed 5,321 Notices of Intent to Lien to owners of record with qualifying debt as listed in PWSA's Standard Operating Procedure – Lien Process document. To date, 1,464 customers have responded with payment to PWSA totaling \$2,487,018.60. The breakdown of those payments is as follows:

- 1,346 Residential customers paid a total of \$1,281,391.25 in delinquent water/wastewater charges
- 118 Commercial customers paid a total of \$1,205,627.35 in delinquent water/wastewater charges

In 2020, PWSA filed 118 liens, and 506 liens have been filed thus far in 2021.

## 2. Accounts with Balances Over \$10K

As part of its annual reporting requirement to the Commission PWSA identifies accounts with outstanding balances in excess of \$10K. As part of PWSA's standard operating procedures, each account is reviewed to ensure that all available collection actions have been taken by the Authority, up to and including termination, the water service is shut at the curb, and the debt is lienied to protect PWSA's ability to collect the charges should the property be sold.

### C. How Residential Customers' Rights Pursuant to Chapter 56 and DSPLA are Safeguarded

As PWSA's collections process has evolved since coming under the jurisdiction of the Commission, PWSA has necessarily had to ensure that residential customers' rights pursuant to Chapter 56 and DSPLA are safeguarded. PWSA's processes to do this are detailed through the prior sections of this document and nothing in PWSA's Collections Plan is intended to diminish or otherwise deprive residential customers of the customer protected afforded to them by Chapter 14, Chapter 56 and/or DSPLA.

## CONCLUSION

PWSA appreciates the opportunity to present this information and looks forward to working with the Commission and interested stakeholders to finalize this process.

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<sup>1</sup> See 71 P.S. § 720.212. PWSA's management of the City's assets and other details of their relationship have historically been governed by a 1995 Cooperation Agreement, which was amended on March 21, 2011 and officially expired on October 9, 2019. A revised Cooperation Agreement was negotiated by the City and PWSA to provide for the rights and *obligations* of each party with respect to the other, and for payments and capital cooperation between the parties effective October 3, 2019 ("*2019 Cooperation Agreement*"). The 2019 Cooperation Agreement was filed with the Commission on December 20, 2019 pursuant to Section 507 of the Public Utility Code, 66 Pa.C.S. § 507, at Docket No. U-2020-3015258. According to the statute, the 2019 Cooperation Agreement shall "supersede, during the term of the cooperation agreement, any provision of 66 Pa.C.S. Pt. I, a commission regulation, policy statement, order and regulatory proceeding as they pertain to issues covered by the cooperation agreement, including the authority's rates, terms and conditions of service rendered to the city and the respective rights and duties

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between the authority and the city.” 71 P.S. § 720.213(a). Accordingly, PWSA’s unopposed Petition for Leave to Withdraw the 2019 Cooperation Agreement was granted by order entered October 14, 2020. *Cooperation Agreement Between the City of Pittsburgh and the Pittsburgh Water and Sewer Authority*, Docket No. U-2020-3015258, Final Order entered October 14, 2020.

2 The Municipal Separate Storm Sewer System is referred to as MS4. *See* 25 Pa. Code § 92a.2. NPDES permits are issued pursuant to the Storm Water Management Act, 32 P.S. §§ 680.1, et seq. *See also* 40 C.F.R. §122.26(b) (relating to definition).

3 *Implementation of Chapter 32 of the Public Utility Code Re Pittsburgh Water and Sewer Authority*, Docket No. M-2018-2640802 (water) and M-2018-2640803 (wastewater), Final Implementation Order entered March 15, 2018, Ordering Paragraph 2 at 44 (“*Final Chapter 32 Implementation Order*”).

4 *Implementation of Chapter 32 of the Public Utility Code Re Pittsburgh Water and Sewer Authority*, Docket No. M-2018-2640802 (water) and M-2018-2640803 (wastewater), Tentative Implementation Order entered January 18, 2018.

5 *Final Chapter 32 Implementation Order*.

6 *Procedure for Commission Review of the September 28, 2018 Compliance Plan and LTIIP Filings of The Pittsburgh Water and Sewer Authority*, Docket Nos. M-2018-2640802 (water) and M-2018-2640803 (wastewater), dated September 26, 2018 (“*September 26, 2018 Secretarial Letter*”).

7 Notice of PWSA’s was published on October 13, 2018. 48 Pa.B. 6635.

8 *Assignment of the Pittsburgh Water and Sewer Authority Compliance Plan to the Office of Administrative Law Judge*, Docket No. M-2018-2640802 (water) and M-2018-2640803 (wastewater), dated November 28, 2018 Corrected (“*November 28, 2018 Secretarial Letter*”).

9 *Id.* at 3.

10 *Assignment of the Pittsburgh Water and Sewer Authority Compliance Plan to the Office of Administrative Law Judge*, Docket No. M-2018-2640802 (water) and M-2018-2640803 (wastewater). Reconsideration Order entered December 20, 2018 (“*Compliance Plan Staging Reconsideration Order*”).

11 *Id.* at 8.

12 66 P.S. §§ 1521-1533.

13 *Compliance Plan Staging Reconsideration Order* at 4.

14 As discussed further below in Section I, PWSA committed to supplementing its Compliance Plan as part of the Commission approved settlement of its Initial Rate Case. *Pennsylvania Public Utility Commission v. Pittsburgh Water and Sewer Authority*, Docket Nos. R-2018-3002645 (water) and R-2018-3002647 (wastewater) Final Order entered February 27, 2020 at 10, n. 9 (referring to the Recommended Decision entered January 17, 2019 at 31 which restates Section III.H.4 of the *Initial Rate Case Settlement*).

15 *Implementation of Chapter 32 of the Public Utility Code Regarding Pittsburgh Water and Sewer Authority – Stage 1*, Docket Nos. M-2018-2640802 (water) and M-2018-2640803 (wastewater), Prehearing Order dated December 27, 2018.

16 *Pennsylvania Public Utility Commission v. Pittsburgh Water and Sewer Authority*, Docket Nos. R-2018-3002645 (water) and R-2018-3002647 (wastewater) Final Order entered February 27, 2020 (“*Initial Rate Case Order*”).

17 *Implementation of Chapter 32 of the Public Utility Code Regarding Pittsburgh Water and Sewer Authority – Stage 1*, Docket Nos. M-2018-2640802 (water) and M-2018-2640803 (wastewater), Expedited Motion for Extension of Commission-Created Deadlines filed May 13, 2019 (“*Joint Motion for Extension Stage I*”).

18 *Implementation of Chapter 32 of the Public Utility Code Regarding Pittsburgh Water and Sewer Authority – Stage 1*, Docket Nos. M-2018-2640802 (water) and M-2018-2640803 (wastewater), *Secretarial Letter* dated May 15, 2019 at 3.

19 *Implementation of Chapter 32 of the Public Utility Code Regarding Pittsburgh Water and Sewer Authority – Stage 2 (Timeline)*, Docket Nos. M-2018-2640802 (water) and M-2018-2640803 (wastewater), Opinion and Order entered June 18, 2020 (“*January 24, 2020 Stage 2 Timeline Secretarial Letter*”).



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Implementation of Chapter 32 of the Public Utility Code Regarding Pittsburgh Water and Sewer Authority – Stage 1, Docket Nos. M-2018-2640802 (water) and M-2018-2640803 (wastewater), Joint Petition for Partial Settlement, filed September 13, 2019 (“Stage 1 Partial Settlement”) at Exhibit 1.

Stage 1 Partial Settlement ¶ 47 at 16.

These issues included the 1995 Cooperation Agreement, billing issues related to property of the City of Pittsburgh, applicability of Commission’s regulations to line extensions, PWSA’s residency requirement and two issues regarding PWSA’s lead service line remediation policy. *Id.* at ¶ IV.51 at 57.

*Id.* at ¶ IV.51 at 57-58.

Implementation of Chapter 32 of the Public Utility Code Regarding Pittsburgh Water and Sewer Authority – Stage 1, Docket Nos. M-2018-2640802 (water) and M-2018-2640803 (wastewater), Opinion and Order entered March 26, 2020 (“March 2020 Stage 1 Order”).

Implementation of Chapter 32 of the Public Utility Code Regarding Pittsburgh Water and Sewer Authority – Stage 1, Docket Nos. M-2018-2640802 (water) and M-2018-2640803 (wastewater), Opinion and Order entered June 18, 2020 (“June 2020 Stage 1 Order on Reconsideration”).

*Id.* at Ordering Paragraph 4 at 157-158.

*Id.* at Ordering Paragraph 4(b) at 158.

*Pittsburgh Water and Sewer Authority v. Pennsylvania Public Utility Commission*, Docket No. 689 CD 2020. PWSA’s Docketing Statement was filed on March 3, 2021. An appeal of the Commission’s Stage 1 orders was also filed by the City of Pittsburgh but that case has since been withdrawn. *See City of Pittsburgh v. Pennsylvania Public Utility Commission*, Docket No. 680 CD 2020, Praecipe for Discontinuance filed February 24, 2021.

By Secretarial Letter dated September 10, 2020, the Commission granted PWSA’s request for a 14-day extension to submit its Proposal to enable it to explore the resolution of several outstanding issues.

Implementation of Chapter 32 of the Public Utility Code Regarding Pittsburgh Water and Sewer Authority – Stage 1, Docket Nos. M-2018-2640802 (water) and M-2018-2640803 (wastewater), Opinion and Order entered February 4, 2021 (“Stage 1 February 4, 2021 Order”).

Implementation of Chapter 32 of the Public Utility Code Regarding Pittsburgh Water and Sewer Authority – Stage 1, Docket Nos. M-2018-2640802 (water) and M-2018-2640803 (wastewater), PWSA Compliance Plan Revised as of April 27, 2020 at Cover Letter.

A complete Amended LTIIP was filed on July 7, 2020 in response to Data Request I from Technical Utility Service Staff and upon discovery that the initial filing inadvertently failed to include an Amended Table 26 or any of the unchanged Appendices that were submitted with PWSA’s initial LTIIP filing on September 28, 2018. PWSA’s LTIIPs were approved by Commission Orders entered August 27, 2020. *Petition of Pittsburgh Water and Sewer Authority for Approval of its Amended Long-Term Infrastructure Improvement Plan for its Water Operations*, Docket No. P-2018-3005037, Opinion and Order entered August 27, 2020. *Petition of Pittsburgh Water and Sewer Authority for Approval of its Amended Long-Term Infrastructure Improvement Plan for its Wastewater Operations*, Docket No. P-2018-3005039, Opinion and Order entered August 27, 2020 (“Final LTIIP Orders”).

By Secretarial Letter entered July 13, 2020 at Docket Numbers M-2018-264082 and M-2018-2640803, PWSA’s Tariff Supplements were permitted to become effective on June 27, 2020.

*Pennsylvania Public Utility Commission v. Pittsburgh Water and Sewer Authority*, Docket Nos. R-2020-3017951 (water) and R-2020-3017970 (wastewater) Final Order entered December 3, 2020 (“Second Rate Case Order”).

*See* PWSA Tariff Water – Pa. P.U.C. No. 1 at pages 66-69.

*March 2020 Stage 1 Order* at 74.

*November 28, 2018 Secretarial Letter* at 4.

*Id.*

*Id.*

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40 *Joint Motion for Extension Stage 1* at 8-11.

41 *Id.* at 10. For example, PWSA's customer service termination process includes not only the notices that are  
given to customers but when such notices are given, how they are provided, what avenues are available for  
specific customers to pursue depending on their factual circumstance and what actions are appropriate for  
PWSA to aggressively pursue collections of delinquent accounts. Therefore, the inclusion of the format  
and process for PWSA's service termination process in Stage 1 resulted in parties and Commission staff  
not feeling comfortable addressing any topic touching on those areas during the Stage 2 workshops. As  
this hampered the Stage 2 workshop discussions, the parties concluded that continuing those issues in the  
Stage 1 litigation could be an obstacle in the way of making forward progress.

42 *Final Chapter 32 Implementation Order.*

43 *Second Rate Case Order.*

44 *Pennsylvania Public Utility Commission v. Pittsburgh Water and Sewer Authority*, Docket Nos. R-2020-  
3017951 (water) and R-2020-3017970 (wastewater), Joint Petition for Settlement dated September 20,  
2020, Section III.B at 7 ("*Second Rate Case Settlement*").

45 *Stage 1 February 4, 2021 Order* at 65.

46 *June 2020 Stage 1 Order on Reconsideration* at Ordering Paragraph 4.

47 *Stage 1 February 4, 2021 Order* at Ordering Paragraph 1.

48 *June 2020 Stage 1 Order on Reconsideration* at 116, n. 23.

49 *Stage 1 February 4, 2021 Order* at 30.

50 *Final Implementation Order* at Ordering Paragraph 3 at 44; 66 Pa.C.S. § 3204(a).

51 *Initial Rate Case Order.*

52 *Final Chapter 32 Implementation Order*, Ordering Paragraph 3 at 44; 66 Pa.C.S. § 3204(b).

53 *See Final LTIP Orders.*

54 *Pennsylvania Public Utility Commission v. Pittsburgh Water and Sewer Authority*, Docket Nos. R-2018-  
3002645 (water) and R-2018-3002647 (wastewater), Joint Petition for Settlement dated November 29,  
2018 ("*Initial Rate Case Settlement*").

55 *Initial Rate Case Order.*

56 *November 28, 2018 Secretarial Letter* at 3.

57 *Initial Rate Case Settlement* at Section III.H at 24.

58 *Implementation of Chapter 32 of the Public Utility Code Regarding Pittsburgh Water and Sewer Authority*  
– *Stage 1*, Docket Nos. M-2018-2640802 (water) and M-2018-2640803 (wastewater), First Interim Order  
Granting Motion for Consolidation of Proceedings dated February 21, 2019.

59 *March 2020 Stage 1 Order* at Ordering Paragraph 13 at 181.

60 *Final LTIP Orders.*

61 PWSA Tariff Water – Pa. P.U.C. No. 1, Tariff Supplement No. 5 effective January 14, 2021 at 63-69.

62 *Stage 1 Partial Settlement* at Section III.F at 30.

63 *Cooperation Agreement Between the City of Pittsburgh and the Pittsburgh Water and Sewer Authority*,  
Docket No. U-2020-3015258.

64 *Cooperation Agreement Between the City of Pittsburgh and the Pittsburgh Water and Sewer Authority*,  
Docket No. U-2020-3015258, Interim Order on Motion to Consolidate dated April 27, 2020.

65 71 P.S. § 720.212.

66 71 P.S. § 720.213(a).

67 *Pennsylvania Public Utility Commission v. Pittsburgh Water and Sewer Authority*, Docket Nos. R-2020-  
3017951 (water) and R-2020-3017970 (wastewater), Order entered April 16, 2020.

68 *See Supplement No. 4 to PWSA Tariff Water – Pa. P.U.C. No. 1 and PWSA Wastewater Tariff – Pa.*  
*P.U.C. No. 1* filed April 27, 2020.

*Second Rate Case Order.*

*Initial Rate Case Settlement* at Section III, H, 4, a-f.

*Initial Rate Case Settlement* at Section III, H, 8; *See* PWSA St. No. C-4, Direct Testimony of Julie Quigley dated February 14, 2019 admitted for the record on August 21, 2019. *See March 26, 2020 Order* at 8.

*Second Rate Case*, PWSA St. No. 9 at 2.

Mr. Weimar also provided details about how PWSA is working to achieve its goal of becoming a more professional and customer centric public utility that delivers “best in class” service and how its publicly available “Headwaters” initiative measures PWSA’s performance regarding five specific goals and provides a public report on PWSA’s progress. PWSA St. No. 1 at 19-20.

PWSA St. No. 8 at 3. Mr. Weimar provided additional testimony about the goals in redesigning its website and the information that is currently available to customers as a result of the new design. PWSA St. No. 1 at 24-25.

*Second Rate Case Settlement* at 14-16, ¶¶ III.G and III.H

The original Emergency Proclamation and subsequent extensions are available at:

<https://www.pema.pa.gov/Governor-Proclamations/Pages/default.aspx>

*Public Utility Service Termination Moratorium Proclamation of Disaster Emergency – COVID-19*, Docket No. M-2020-3019244, Emergency Order dated March 13, 2020. (“*Moratorium on Terminations Emergency Order*”).

*Second Rate Case Settlement* at 8-9, ¶ III.D.

*Second Rate Case Settlement* at 9, ¶ III.E.

*Public Utility Service Termination Moratorium – Modification of March 13<sup>th</sup> Emergency Order*, Docket No. M-2020-3019244, Order adopted October 8, 2020.

66 Pa.C.S. § 1405(e).

*Public Utility Service Termination Moratorium*, Docket No. M-2020-3019244, Order entered March 18, 2021 (“*Order Recommencing Terminations*”).

PWSA’s Lead Infrastructure Plan is included as part of its Commission-approved Long-Term Infrastructure Improvement Plan. *See Petition of Pittsburgh Water and Sewer Authority for Approval of its Amended Long-Term Infrastructure Improvement Plan for its Water Operations*, Docket No. P-2018-3005037, Opinion and Order entered August 27, 2020.

*Initial Rate Case Settlement Petition* at Section III, F, 3.

*Public Utility Service Termination Moratorium – Modification of March 13<sup>th</sup> Emergency Order*, Docket No. M-2020-3019244, Order entered October 13, 2020 at 4-5.

Headwaters was launched in January 2020 to measure PWSA’s performance regarding five specific goals set forth in PWSA’s 2017 “Focusing on the Future” Report including protecting public health and the environment, maintaining a high performing workforce, ensuring customer and stakeholder satisfaction, improving infrastructure reliability, and being an efficient and effective organization. *See*

<https://headwaters.pgh2o.com/#Goals>

*Stage 1 Partial Settlement* at Section III.MM3 at 42.

*Initial Rate Case Settlement* at Section III.8 at 28.

*Initial Rate Case Order.*

*Id.*

53 P.S. § 7107.

53 P.S. § 7108.

53 P.S. § 7251. *See, e.g., Sledge v. Borough of Homestead*, 677 A.2d 1327 (Pa.Cmwlt. 1996); *Skupien v. Gallitzin*, 578 A.2d 577 (Pa. Commw. Ct. 1990).

*Michael Hatfield v. Pittsburgh Water and Sewer Authority*, Docket No. C-2018-3006129, Opinion and Order entered October 29, 2020 at 7.

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PWSA Tariff Water – Pa. P.U.C. No. 1, Part III, Section C.1.d.

PWSA Water Tariff – PA PUC No. 1, Part II.28.

52 Pa.C.S. § 7101 defines “municipal claim” as “the claim arising out of, resulting from . . . service supplied. . . by a municipality. . . or sewer rates” and 52 Pa.C.S. § 7108 states that “all real estate. . . shall be subject to all . . . municipal claims” (emphasis added).

See text under Number 1.A of the Change of Address – Owner/Tenant Form identified as UNITED-III Attach A (emphasis added).

66 P.S. §§ 1521-1533. Prior to the Commission’s assumption of jurisdiction over PWSA, PWSA was required to comply with the Utility Service Tenants Rights Act (“USTRA”). 68 P.S. §§ 399.1-399.18. Both laws are designed to protect tenants who are not customers of record and who are dependent on the landlord to pay for utility bills. However, PWSA is now required to comply with the specific requirements of DSLPA.

See PWSA’s April 27, 2020 Revised Compliance Plan at 40 for the specific terms of the agreement.

Current information is available at PWSA’s Headwater cite:  
<https://headwaters.pgh2o.com/Metrics/NumberWaterMetersRepairedReplaced>

More information is available at: <https://www.pgh2o.com/residential-commercial-customers/account-billing-info/self-report-meter-reading>

More information about this tool as well as a sample of the information that is available to the participating consumer is available at: <https://www.pgh2o.com/residential-commercial-customers/account-billing-info/check-your-water-usage>

Section 65.12 of the Commission regulations that apply to water utilities require a customer to give at least three days’ notice of intent to vacate. Because PWSA’s tariffs give customers seven days’ notice and Section 65.13 requires at least three days’ notice, PWSA is in compliance with both regulations.

See, *Michael Hatfield v. Pittsburgh Water and Sewer Authority*, Docket No. C-2018-3006129, Opinion and Order entered October 29, 2020. Complainant Landlord challenged PWSA efforts to work with tenant regarding payment arrangements and to pursue the Complainant Landlord for outstanding charges that were never paid by the tenant. The Commission agreed that PWSA’s efforts to work with the tenant while continuing to issue a bill to the landlord were consistent with the Code.

PWSA Tariffs at Part I, Section E and Part III, Section C.4.

A copy of the Final Bill Application is available at PWSA’s website at:  
<https://www.pgh2o.com/residential-commercial-customers/buying-or-selling-property/final-bill-application>

*Hatfield*, Docket No. C-2018-3006129, Opinion and Order entered October 29, 2020 at 22.

*Initial Rate Case Settlement* at Section III.D.5 at 15.

*Compliance Plan Stage 1 Proceeding*, PWSA St. No. C-4 (Rebuttal Testimony of J. Quigley dated May 6, 2019) at 14-16.

*Initial Rate Case Settlement* at Section III,D.7 at 15-16.

*Compliance Plan Stage 1 Proceeding*, PWSA St. No. C-4 (Direct Testimony of J. Quigley) dated February 14, 2019 at 13-16. PWSA St. No. C-4R (Rebuttal Testimony of J. Quigley) dated May 6, 2019 at 6-13.

See PWSA’s *Expedited Motion for Extension of Commission-Created Deadlines* (May 13, 2019), Docket Nos. M-2018-2640802 (water) and M-2018-2640803, at 8 (as approved by May 15, 2019 Secretarial Letter re: Grant of Expedited Motion for Extension of Deadlines).

*September 30, 2020 Compliance Proposal* at 10.

*Id.* at 10.

*Stage 1 February 4, 2021 Order* at 30.

*Id.* at 31-32.

PWSA Water Tariff Supplement No. 6, First Revised Page No. 68.

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- <sup>119</sup> See, e.g., *Gasparro v. PUC*, 814 A.2d 1282 (Pa. Commw. Ct. 2003); *Donald Ashman v. National Fuel Gas Distribution Corporation*, Docket F-9031384, Opinion and Order issued January 21, 1993; 1993 Pa. PUC LEXIS 1.
- <sup>120</sup> See, e.g., *David Fasone v. Philadelphia Gas Works*, Docket No. C-2012-2322684, Final Order (Act 294) entered November 30, 2012 adopting Initial Decision dated October 12, 2012 (“[A]ny challenges to the validity of the lien and the enforcement of the lien are all within the jurisdiction of the Court of Common Pleas, pursuant to the [MCTLL]. No provision of the [MCTLL] grants the Commission jurisdiction over any aspect of a municipal lien proceeding. Municipal lien proceedings, pursuant to the [MCTLL], are exclusively within the jurisdiction of the Court of Common Pleas, not the Commission. The Commission simply lacks jurisdiction over any aspect of a municipal lien proceeding, pursuant to either the Public Utility Code or the [MCTLL]”).
- <sup>121</sup> 53 Pa.C.S. §§ 5601-5623.

The Pittsburgh Water & Sewer Authority

**Stage 2 Compliance Plan:  
Chapters 14 & 56, DSLPA and  
Collections**

APPENDIX A



DATE

Customer Name  
Mailing Address  
Mailing City, State Zip

Location ID:  
Service Address:

### COURTESY NON-ACCESS NOTICE

Dear Customer,

The Pittsburgh Water and Sewer Authority (PWSA) is committed to ensuring that our customers receive timely and accurate bills. To achieve this goal, PWSA has implemented an Advanced Metering Infrastructure (AMI). The AMI system has greatly enhanced monthly automated meter readings by collecting multiple readings per day and per customer, allowing for better leak detection, increased billing accuracy, and improved customer service.

PWSA plumbers must visit your property to gain access to both your water meter and remote reading device to verify that they are working properly. **It is urgent that you contact us for an appointment within five (5) business days upon receipt of this letter.** To schedule an appointment, please contact PWSA's AMI department at 412-255-8920 or email [AMI@pgh2o.com](mailto:AMI@pgh2o.com). Our business hours are Monday through Friday from 8:00 a.m. to 5:00 p.m.

There is no cost to you for this service appointment. For your safety, PWSA employees carry proper identification. Please remember to ask for identification before allowing access to your property.

We thank you for your business, and we look forward to serving all your future needs.

Sincerely,

Customer Service



April 9, 2021

Customer Account No:

Customer Name

Re: Address

## **CUSTOMER ACCESS NECESSARY**

Dear Customer:

The Pittsburgh Water and Sewer Authority (PWSA), is committed to ensuring that our customers receive timely and accurate bills. To achieve this goal, PWSA has implemented a new Advanced Metering Infrastructure (AMI) project. The AMI system will greatly enhance monthly automated meter reads by collecting multiple remote reads per day, allowing for better leak detection, increasing billing accuracy, and improving customer service.

Recently, PWSA personnel attempted to service the meter at the above referenced property. They were unable to do so because they can't access the meter.

Please make your meter accessible and contact PWSA's AMI department at (412) 255-8920 within thirty (30) days to reschedule the appointment.

Failure to comply with this request may result in the interruption of your water service.

Sincerely

Customer Service





April 9, 2021

Customer Name  
Street Address  
City, State Zip

Service Address:  
Customer Account:

## **CUSTOMER REPAIRS NECESSARY**

Dear Customer:

Recently, personnel from The Pittsburgh Water and Sewer Authority (PWSA) attempted to service the meter at the above referenced property. They were unable to do so because they cannot access the meter.

As stated in PWSA's Water Tariff, Part III.C.3, page 39; "Service to the customer may be terminated for good cause. . . [for] refusing the Authority reasonable access to the property served for the purpose of installing, inspecting, reading, maintaining or removing meters, remote reading devices or any associated equipment."

Please make the necessary repairs, and then contact PWSA's AMI department at (412) 255-8920 within thirty (30) days to reschedule the appointment. Failure to comply with this request may result in a shut-off of water service to the above referenced property.

Sincerely,

Customer Service



September 23, 2015

Account Number: «LOC\_»«CUST\_»

«NAME»  
 «BILLING\_1»  
 «BILLING\_2» «Billing\_3» «ZIP»

Re: «SERVICE\_ADDRESS»

### **37 DAY SHUT OFF NOTICE**

#### **Non-Access**

As of the date of this shut off notice, our records reflect that the water meter readings at the above referenced property are being estimated. PWSA intends to shut off the water service at the above premise on or after **DATE**. If an appointment has been made with PWSA to access the water meter, please disregard this notice. To stop this action from being taken, you must contact PWSA at 412-255-8920 to schedule an appointment to repair/replace the water meter/remote reading device.

In accordance with 66 Pa. C.S. §1525, we are hereby requesting that you provide PWSA with one of the following items on or before DATE:

- **A list setting forth the names and addresses of every tenant located at the above service address.**
- **Schedule an appointment to repair/replace the water meter/remote reading device.**

Failure to comply with the request for the names and addresses of the tenants subjects you to penalties found under section 1532 of the Public Utility Code/Title 66. The penalty under this section is not less than \$500.00 nor more than \$1,000.00 each day the tenant information is not provided to PWSA. To stay notification to the tenants, the landlord could file a complaint with the PUC disputing the right of PWSA to terminate service.

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

All affected tenants will be notified on **September 30, 2015** of the impending shut off. At this time, the tenants will be informed of their statutory rights.



Date:

Account Number:

Re: Service Address

**30-DAY SHUT OFF NOTICE  
NON-ACCESS**

The Pittsburgh Water and Sewer Authority (PWSA) is preparing instructions to shut off water service to the above referenced property for non-access. Please read this notice carefully regarding your rights as a tenant. Your water service will be shut off on or after DATE for failure to provide access to repair/replace the water meter/remote meter reading device.

**IMPORTANT NOTICE TO TENANTS**

WARNING: PWSA MAY SHUT OFF YOUR WATER SERVICE ON OR AFTER (DATE) BECAUSE OF NON-ACCESS TO THE WATER METER/REMOTE METER READING DEVICE. TO STOP THE SHUT OFF OF SERVICE, YOU MUST DO ONE OF THE FOLLOWING THINGS:

1. Contact PWSA at 412-255-8920 to schedule an appointment to provide access to the water meter.
2. If you do not have access to the water meter, please call 412-255-8920 to advise PWSA.

**DO YOU HAVE ANY QUESTIONS?**

If you have any questions about your service, please contact PWSA at 412-255-8920, 1200 Penn Avenue, Pittsburgh, PA, 15222. If after talking with PWSA you are not satisfied, then call the Pennsylvania Public Utility Commission at 1-800-692-7380 or write the residential shut off unit, Bureau of Consumer Services, Pennsylvania Public Utility Commission, PO Box 3265 Harrisburg, PA, 17120. You should call or write before the shut off. Your letter must be received before the shut off date.

***Any person who removes, interferes or tampers with a Notice to Tenants of a proposed discontinuance of service posted pursuant to 66 Pa. C.S. 1532 (c) may be punished by a fine.***

**DATE**

Account Number:

Customer Name  
 Mailing Address  
 Mailing City, State Zip

Re: Service Address

**10-DAY SHUT OFF NOTICE****NON-ACCESS**

THIS NOTICE IS TO INFORM YOU THAT PWSA WILL BE SHUTTING OFF WATER SERVICE TO THE ABOVE PROPERTY ON OR AFTER **DATE** FOR FAILURE TO PROVIDE ACCESS TO REPAIR/REPLACE THE WATER METER/REMOTE READING DEVICE.

Unless you contact The Pittsburgh Water and Sewer Authority to make an appointment for access to your water meter, water service to the above premise will be shut off on or after **DATE**.

**MEDICAL EMERGENCY NOTICE**

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

- (a) Have a licensed physician, nurse practitioner or physician's assistant certify in writing that such illness exists and that it may be aggravated if your service is stopped; and
- (b) Make some equitable arrangements to pay your bill.
- (c) Contact us by calling 412-255-8920.
- (d) Have your licensed physician send a letter to PWSA within (ten) 10 days verifying the medical condition.

If you have any questions or need more information, contact us as soon as possible at 412-255-8920. After you talk with us, if you are not satisfied, you may file a complaint with the Pennsylvania Public Utility Commission by calling 1-800-692-7380 or by writing the Pennsylvania Public Utility Commission, Post Office Box 3265, Harrisburg, PA, 17105-3265. The Pennsylvania Public Utility Commission may delay the shut off if you file the complaint **before** the shut off date.

Special protections are available for victims under a protection from abuse order, customers with a court order that indicate any type of domestic violence, and customers with disabilities. Special protections are also available for tenants if the landlord is responsible for providing access to the water meter. Contact Customer Service at 412-255-8920 for additional information.

**NOTE:** This notice is valid for up to 60 days. All adult occupants whose names appear on the mortgage, deed, or lease are considered the "customer" and are responsible for providing access to the water meter.



DATE:  
ACCOUNT NUMBER:  
SERVICE ADDRESS:  
ZIP CODE:

### 3- DAY SHUT OFF NOTICE

#### NON-ACCESS

THIS NOTICE IS TO INFORM YOU THAT PWSA WILL BE SHUTTING OFF WATER SERVICE TO THE ABOVE PROPERTY ON OR AFTER **DATE** FOR FAILURE TO PROVIDE ACCESS TO REPAIR/REPLACE THE WATER METER/REMOTE READING DEVICE.

Unless you contact The Pittsburgh Water and Sewer Authority to make an appointment for access to your water meter, water service to the above premise will be shut off on or after **DATE**.

#### MEDICAL EMERGENCY NOTICE

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

- (a) Have a licensed physician, nurse practitioner or physician's assistant certify in writing that such illness exists and that it may be aggravated if your service is stopped; and
- (b) Make some equitable arrangements to pay your bill
- (c) Contact us by calling 412-255-8920, or visit our offices in person at 1200 Penn Avenue, Pittsburgh, PA, 15222
- (d) Have your licensed physician send a letter to PWSA within (seven) 7 days verifying the medical condition.

If you have any questions or need more information, contact us as soon as possible at 412-255-8920. After you talk with us, if you are not satisfied, you may file a complaint with the Pennsylvania Public Utility Commission by calling 1-800-692-7380 or by writing the Pennsylvania Public Utility Commission, Post Office Box 3265, Harrisburg, PA, 17105-3265. The Pennsylvania Public Utility Commission may delay the shut off if you file the complaint **before** the shut off date.

Special protections are available for victims under a protection from abuse order, customers with a court order that indicate any type of domestic violence, and customers with disabilities. Special protections are also available for tenants if the landlord is responsible for paying PWSA. Contact Customer Service at 412-255-8920 for additional information.

NOTE: If service is shut off, ANY adult occupant who has been living at the property may have to pay a reconnection fee of \$45.68 for same day or \$25.38 for next day restoration.



DATE:  
ACCOUNT NUMBER:  
SERVICE ADDRESS:  
ZIP CODE:  
WARD:

**48-HOUR SHUT OFF NOTICE  
NON-ACCESS**

THIS NOTICE IS TO INFORM YOU THAT WE WILL BE SHUTTING OFF WATER SERVICE TO THE ABOVE PROPERTY ON OR AFTER **DATE** FOR FAILURE TO PROVIDE ACCESS TO REPAIR/REPLACE THE WATER METER/REMOTE READING DEVICE.

Unless you contact The Pittsburgh Water and Sewer Authority to make an appointment for access to your water meter, water service to the above premise will be shut off on or after **DATE**.

**MEDICAL EMERGENCY NOTICE**

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

- (a) Have a licensed physician, nurse practitioner or physician's assistant certify in writing that such illness exists and that it may be aggravated if your service is stopped; and
- (b) Contact us by calling 412-255-2423.
- (c) Have your licensed physician send a letter to PWSA within ten (10) days verifying the medical condition.

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

Special protections are available for victims under a protection from abuse order, customers with a court order that indicates any type of domestic violence, and customers with disabilities. Special protections are also available for tenants if the landlord is responsible for providing access to the water meter. Contact Customer Service at 412-255-2423 for additional information.

**NOTE:** This notice is valid for up to 60 days. All adult occupants whose names appear on the mortgage, deed, or lease are considered the "customer" and are responsible for providing access to the water meter.



DATE: 09/25/2019  
 ACCOUNT NUMBER: 5001316-1131800  
 SERVICE ADDRESS: 907 PENN AVE  
 ZIP CODE: 15222

WARD: 2

### SHUT OFF NOTICE

This notice is to inform you we shut off the water service to the above property on 09/25/2019 because we did not have access to repair/replace the water meter/remote reading device.

**To have your service restored, please contact the AMI Department at 412-255-8920.** Once access is granted, it may take up to seven (7) days to have the service restored.

If you received this notice but have already made an appointment, please contact the AMI Department immediately at 412-255-8920, Monday through Friday, between the hours of 8:00 AM and 6:00 PM.

Let us know if someone living in your home is seriously ill or has a medical condition that will be aggravated by the shut off of service. We will restore your water within 24 hours during such illness provided you:

- a) Have a licensed physician or nurse practitioner certify by phone or in writing that such illness exists and that it may be aggravated if your service is not restored; and
- b) Make some equitable arrangement to pay PWSA your current bills for service.
- c) Contact us by calling the following number 412-255-8920, or visit our offices at 1200 Penn Avenue, Pittsburgh, PA, 15222.
- d) Have your licensed physician send a letter to PWSA within seven (7) days verifying the medical condition.

If you have any questions or need more information, contact us as soon as possible at 412-255-8920. After you talk with us, if you are not satisfied you may file a complaint with the Pennsylvania Public Utility Commission by calling 1-800-692-7380 or by writing the Pennsylvania Public Utility Commission, Post Office Box 3265, Harrisburg, PA 17105-3265. The Pennsylvania Public Utility Commission may delay the shut off if you file the complaint.

Special protections are available for victims under a protection from abuse order, customers with a court order that indicate any type of domestic violence, and customers with disabilities. Special protections are also available for tenants if the landlord is responsible for paying PWSA. Contact Customer Service at 412-255-8920 for additional information.

All adult occupants whose names appear on the mortgage, deed, or lease are considered the "customer" and are responsible for paying this bill. If service is shut off, ANY adult occupant who has been living at the property may have to pay all or portions of this bill to have service restored.

The Pittsburgh Water & Sewer Authority

**Stage 2 Compliance Plan:  
Chapters 14 & 56, DSLPA and  
Collections**

APPENDIX B





4/9/2120

Customer Account Number: «Loc\_»«Cust\_»

«Name»

«Billing\_1»

«Billing\_2»«Billing\_3» «Zip»

Re: «Service\_Address»

### **COURTESY NON-PAYMENT NOTICE**

**\$«Bal»**

Dear Customer:

The Pittsburgh Water and Sewer Authority (PWSA), is committed to ensuring that our customers receive timely and accurate bills. Additionally, PWSA is tasked with collecting timely payments for these billed services.

This is a friendly reminder that the above amount is outstanding and is due to The Pittsburgh Water and Sewer Authority (PWSA).

**If payment in full has been made, please disregard this notice.**

If you are unable to pay the above amount in full, please contact Customer Service at 412-255-2423 to determine if you are eligible for an income-based payment arrangement. Our office hours are Monday through Friday from 8:00 AM to 6:00 PM. Acceptable forms of payment are personal check, cashier's check, money order, and credit/debit card transactions.

Here are some easy ways to pay your PWSA bill:

- Enroll in E-Billing to make payments for FREE! Visit our website at [www.pgh2o.com](http://www.pgh2o.com) and click on the "Pay Your Bill" tab.
- To pay by cash take your bill remittance slip to any 7-eleven, Family Dollar, Dollar General or CVS location, (service fee may apply).
- Unenrolled One-Time Pay by Phone Service. Call 412-255-2423 and choose menu option #2 (service fee may apply).
- Unenrolled One-Time Pay Online Service. Visit our website and click on the "Pay Your Bill" tab (service fee may apply).

Thank you for your prompt attention to this important matter. We appreciate your business.

Sincerely,

Customer Service

Penn Liberty Plaza I  
1200 Penn Avenue  
Pittsburgh PA 15222

info@pgh2o.com  
T 412.255.2423  
F 412.255.2475

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

Customer Service /  
Emergencies:  
**412.255.2423**



September 23, 2015

Account Number: «LOC\_»«CUST\_»

«NAME»  
 «BILLING\_1»  
 «BILLING\_2» «Billing\_3» «ZIP»

Re: «SERVICE\_ADDRESS»

### **37 DAY SHUT OFF NOTICE**

#### **Outstanding Balance \$**

As of the date of this shut off notice, our records reflect that the above amount is past due and due immediately to The Pittsburgh Water and Sewer Authority (PWSA). PWSA intends to shut off the water service at the above premise on or after **DATE**. If payment in full has been made, please disregard this notice. To stop this action from being taken, you must 1) Pay the above amount in full directly to PWSA **OR** 2) Contact PWSA at 412-255-2423 to discuss payment arrangements or to bring an existing payment arrangement current.

In accordance with 66 Pa. C.S. §1525, we are hereby requesting that you provide PWSA with one of the following items on or before **September 29, 2015**:

- **A list setting forth the names and addresses of every tenant located at the above service address.**
- **Payment in full of the amount above.**

Failure to comply with the request for the names and addresses of the tenants subjects you to penalties found under section 1532 of the Public Utility Code/Title 66. The penalty under this section is not less than \$500.00 nor more than \$1,000.00 each day the tenant information is not provided to PWSA. To stay notification to the tenants, the landlord could file a complaint with the PUC disputing the right of PWSA to terminate service.

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

All affected tenants will be notified on **September 30, 2015** of the impending shut off. At this time, the tenants will be informed of their statutory rights.



Date: May 14, 2019

Account Number: «Loc\_»«Cust\_»

Delinquent Amount: «Bal»

30 Day Payment Amount: «M\_30\_day\_tenant\_payment\_amount\_»

Re: «Service\_Address»

Ward: «Ward\_»

### 30 DAY SHUT OFF NOTICE

The Pittsburgh Water and Sewer Authority (PWSA) is preparing instructions to shut off water service to the above referenced property for non-payment. Please read this notice carefully regarding your rights as a tenant. Your water service will be shut off on or after June 14, 2019. To avoid the shut off, pay the amount shown above.

### IMPORTANT NOTICE TO TENANTS

**WARNING: PWSA MAY SHUT OFF YOUR WATER SERVICE ON OR AFTER June 14, 2019 BECAUSE OF UNPAID WATER AND/OR WASTEWATER CHARGES. TO STOP THE SHUT OFF OF SERVICE, YOU MUST DO ONE OF THE FOLLOWING THINGS:**

1. You can join with the other tenants to pay the bill for the last 30 days preceding this notice, or you can pay the total bill yourself. Either way, you do not have to pay a deposit or get credit granted in your name. You will not have to pay your landlords other debts or the debts of prior tenants, and the service will remain in the name of the landlord.
2. You may deduct your payment to PWSA from your rent due now or from future rent. PWSA will tell your landlord how much you paid for the service.

### ADDITIONAL INFORMATION

1. The bill which must be paid to continue service is «Bal»
2. Your landlord cannot punish you if you pay the bill. Your landlord cannot raise your rent and cannot take any action against you in any other way for paying the bill and deducting it from your rent. You have the right to recover money damages for injury he/she causes you for exercising your rights as a result of this notice.
3. You have the right to dispute the accuracy of the bill and have certain other rights. If you would like further information regarding these rights, contact PWSA at 412-255-2423, 1200 Penn Avenue, Pittsburgh, PA, 15222.

### DO YOU HAVE ANY QUESTIONS?

If you have any questions about your service, please contact PWSA at 412-255-2423, 1200 Penn Avenue, Pittsburgh, PA, 15222. If after talking with PWSA you are not satisfied, then call the Pennsylvania Utility Commission at 1-800-692-7380 or write the residential shut off unit, Bureau of Consumer Services, Pennsylvania Public Utility Commission, PO Box 3265 Harrisburg, PA, 17120. You should call or write before the shut off. Your letter must be received before the shut off date. **Atención. Si no comprende este mensaje, comuníquese con el servicio al cliente at 412-255-2423.**

### TO MAKE A TENANT PAYMENT:

The tenant must make the 30 day payment to PWSA, for nonpayment of charges by the landlord, by check or money order. The tenant must provide reasonable identification; driver's license, photo identification, medical assistance or food stamp identification, or any other similar document issued by a public agency which contains the name and address of the tenant. Monthly tenant payments must be made in person in our offices at 1200 Penn Avenue, Pittsburgh, PA, 15222.

***Any person who removes, interferes or tampers with a Notice to Tenants of a proposed discontinuance of service posted pursuant to 66 Pa. C.S. 1532 (c) may be punished by a fine.***



March 26, 2019

«Name»

«Billing\_1»

«Billing\_2» «Billing\_3» «Zip»

Account number: «Loc\_» «Cust\_»

30 Day Tenant Payment Amount: «M\_30\_Day\_Tenant\_Payment»

### **IMPORTANT NOTICE TO TENANTS**

**WARNING: YOUR PWSA WATER SERVICE MAY BE SHUT OFF ON OR AFTER (04/22/2019) BECAUSE OF UNPAID WATER AND/OR WASTEWATER CHARGES. TO STOP THE SHUT OFF OF YOUR UTILITY SERVICE, YOU MUST DO ONE OF THE FOLLOWING THINGS:**

1. You can join with the other tenants to pay the bill for the last 30 days preceding this notice, or you can pay the total bill yourself. Either way, you do not have to pay a deposit or get credit granted in your name. You will not have to pay your landlord's other debts or the debts of prior tenants, and the utility service will remain in the name of the landlord.
2. You may deduct your payment to PWSA from your rent due now or from future rent. PWSA will tell your landlord how much you paid for that utility service.

### **ADDITIONAL INFORMATION**

1. The bill which must be paid to continue service is \$«Bal»
2. Your landlord cannot punish you if you pay the utility bill. Your landlord cannot raise your rent, cannot evict you, and cannot take action against you in any other way for paying the utility bill and deducting it from rent. You have a right to recover money damages from the landlord for any damages or injury he/she causes you for exercising your rights as a result of this notice.
3. You have the right to dispute the accuracy of the bill and have certain other rights. If you would like further information regarding these rights, contact PWSA at 412-255-2423, 1200 Penn Avenue, Pittsburgh, PA, 15222.

### **DO YOU HAVE ANY QUESTIONS?**

If you have any questions about your utility service, please contact PWSA at 412-255-2423, 1200 Penn Avenue, Pittsburgh, PA, 15222. If, after talking about your problems with PWSA, you are not satisfied, then call the Pennsylvania Public Utility Commission at 1-800-692-7380 or write the Residential Termination Unit, Bureau of Consumer Services, Pennsylvania Public Utility Commission, PO Box 3265 Harrisburg, PA, 17120. **YOU SHOULD CALL OR WRITE BEFORE THE SHUT OFF. TO AVOID SHUT OFF, YOUR LETTER MUST BE RECEIVED BEFORE THE SHUT OFF DATE.**

### **TO MAKE A TENANT PAYMENT:**

The tenant must make the 30 day payment to PWSA, for nonpayment of charges by the landlord, by check or money order. The tenant must provide, upon request, reasonable identification to PWSA, including but not limited to; driver's license, photo identification, medical assistance or food stamp identification, or any similar document issued by any public agency which contains the name and address of the tenant. Monthly tenant payments must be made in person in our offices at 1200 Penn Avenue, Pittsburgh, PA, 15222.

***Any person who removes, interferes or tampers with a Notice to Tenants of a proposed discontinuance of service posted pursuant to 66 Pa. C.S. 1532 (c) may be punished by a fine.***



March 22, 2020

Account Number «Loc\_»«Cust\_»

«Name»

«Billing\_1»

«Billing\_2»«Billing\_3»«Zip»

Re: «Service\_address»

### **10-DAY SHUT OFF NOTICE**

#### **Outstanding Account Balance \$**

Atención. Si no comprende este mensaje, comuníquese con el servicio al cliente al 412-255-2423.

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

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

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

#### **BILL DISCOUNT AND ARREARAGE FORGIVENESS PROGRAMS:**

Eligible customers can receive a 100% discount on their water/wastewater minimum monthly charges, making the first 1,000 gallons of usage free. Additionally, customers approved for the Bill Discount Program who carry a past due balance, and make payment arrangements with PWSA, will receive a \$15 reduction of their past due balance for every on-time monthly payment. Please contact the Dollar Energy Fund at 1-866-762-2348 to enroll.

#### **HARDSHIP GRANT PROGRAM:**

Eligible customers can receive an annual \$300 grant to reduce outstanding water charges. Please contact the Dollar Energy Fund at 1-866-762-2348 to enroll.



### MEDICAL EMERGENCY NOTICE:

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

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

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

Special protections are available for victims under a protection from abuse order, customers with a court order who indicate any type of domestic violence, and customers with disabilities. Special protections are also available for tenants if the landlord is responsible for paying PWSA. Contact Customer Service at 412-255-2423 for additional information.

**NOTE:** This notice is valid for up to 60 days. All adult occupants whose names appear on the mortgage, deed, or lease are considered the "customer" and are responsible for paying this bill. If service is shut off, ANY adult occupant who has been living at the property may have to pay all or portions of this bill to have service restored.

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



DATE:  
ACCOUNT NUMBER:  
SERVICE ADDRESS:  
ZIP CODE:  
WARD:

### 3- DAY SHUT OFF NOTICE Outstanding Balance \$

THIS NOTICE IS TO INFORM YOU THAT PWSA WILL BE SHUTTING OFF WATER SERVICE TO THE ABOVE PROPERTY ON OR AFTER **DATE** FOR PAST DUE WATER AND/OR WASTEWATER CHARGES. TO AVOID THE SHUT OFF OF WATER SERVICE YOU MUST:

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

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

#### MEDICAL EMERGENCY NOTICE

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

- (a) Have a licensed physician, nurse practitioner or physician's assistant certify in writing that such illness exists and that it may be aggravated if your service is stopped; and
- (b) Contact us by calling 412-255-2423, or visit our offices in person at 1200 Penn Avenue, Pittsburgh, PA, 15222
- (c) Have your licensed physician send a letter to PWSA within (seven) 7 days verifying the medical condition.

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

Special protections are available for victims under a protection from abuse order, customers with a court order that indicate any type of domestic violence, and customers with disabilities. Special protections are also available for tenants if the landlord is responsible for paying PWSA. Contact Customer Service at 412-255-2423 for additional information.

NOTE: All adult occupants whose names appear on the mortgage, deed, or lease are considered the "customer" and are responsible for paying this bill. If service is shut off, ANY adult occupant who has been living at the property may have to pay all or portions of this bill to have service restored plus a reconnection fee of \$45.68 for same day or \$25.38 for next day restoration. If you have made payment to satisfy your outstanding balance, please report the payment to PWSA **immediately** to avoid termination of your water service. If your water service is terminated for non-payment, you should contact PWSA after payment has been made for the outstanding balance, to arrange for reconnection of your water service. It may take up to 7 days to restore water service to your property A customer may be required to pay more than the amount listed to have the service restored. Atención. Si no comprende este mensaje, comuníquese con el servicio al cliente at 412-255-2423.



DATE:  
ACCOUNT NUMBER:  
SERVICE ADDRESS:  
ZIP CODE:  
WARD:

**48 HOUR SHUT OFF NOTICE**  
**Outstanding Balance \$**

THIS NOTICE IS TO INFORM YOU THAT WE WILL BE SHUTTING OFF WATER SERVICE TO THE ABOVE PROPERTY ON OR AFTER **DATE** FOR PAST DUE WATER AND/OR WASTEWATER CHARGES ON YOUR ACCOUNT. TO AVOID THE SHUT OFF OF WATER SERVICE YOU MUST:

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

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

**MEDICAL EMERGENCY NOTICE**

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

- (a) Have a licensed physician, nurse practitioner or physician's assistant certify in writing that such illness exists and that it may be aggravated if your service is stopped; and
- (b) Contact us by calling 412-255-2423, or visiting our offices in person at 1200 Penn Avenue, Pittsburgh, PA, 15222
- (c) Have your licensed physician send a letter to PWSA within seven (7) days verifying the medical condition.

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

Special protections are available for victims under a protection from abuse order, customers with a court order that indicate any type of domestic violence, and customers with disabilities. Special protections are also available for tenants if the landlord is responsible for paying PWSA. Contact Customer Service at 412-255-2423 for additional information.

**NOTE:** All adult occupants whose names appear on the mortgage, deed, or lease are considered the "customer" and are responsible for paying this bill. If service is shut off, ANY adult occupant who has been living at the property may have to pay all or portions of this bill to have service restored plus a reconnection fee of \$45.68 for same day or \$25.38 for next day restoration. If you have made payment to satisfy your outstanding balance, please report the payment to PWSA **immediately** to avoid termination of your water service. If your water service is terminated for non-payment, you should contact PWSA after payment has been made for the outstanding balance, to arrange for reconnection of your water service. It may take up to 7 days to restore water service to your property. A customer may be required to pay more than the amount listed to have the service restored. Atención. Si no comprende este mensaje, comuníquese con el servicio al cliente at 412-255-2423.





## PERSONAL RESIDENTIAL CONTACT

### TELEPHONE CALL SCRIPT

**NOTE:** If there is no telephone number on the account, notify your supervisor so that it can be researched and populated via Accurant.

“Hello, my name is [FIRST NAME], and I am calling from The Pittsburgh Water and Sewer Authority to inform you that your water service is scheduled to be terminated for non-payment tomorrow beginning at 8 AM.”

[PAUSE FOR CUSTOMER RESPONSE.]

“I would also like to inform you that PWSA has several protections in place if there is someone at the residence with a medical condition or a protection from abuse court order. Would you qualify for either of these protections?”

[EXPLAIN MEDICAL/PFA PROCEDURES IF APPLICABLE.]

“PWSA also has income based payment options. If you have not already defaulted on two payment plans, you are eligible for an additional plan. Let me check your account to determine your eligibility.”

[CREATE INCOME BASED PAYMENT PLAN IF APPLICABLE.]

“Thank you for working with PWSA to address your delinquent account. You can reach us at 412-255-2423. Are you satisfied with the information that I have given you?”

[NOTE THE ACCOUNT. IF NECESSARY, ESCALATE TO A SUPERVISOR.]



## PERSONAL RESIDENTIAL CONTACT TELEPHONE MESSAGE SCRIPT

"Hello, my name is [FIRST NAME], and I am calling from The Pittsburgh Water and Sewer Authority to inform you that your water service is scheduled to be terminated for non-payment tomorrow, beginning at 8 AM. I would also like to inform you that PWSA has several protections in place if there is someone at the residence with a medical condition or a protection from abuse court order. PWSA also has income based payment options. If you have not already defaulted on two payment plans, you are eligible for an additional plan. To avoid termination of your water service, please return my call today at 412-255-2423. Thank you!"



DATE: May 8, 2019  
 ACCOUNT NUMBER: «Loc\_»«Service\_Address»  
 SERVICE ADDRESS: «Service\_Address»  
 Ward: «Ward»

## SHUT OFF NOTICE

### Outstanding Balance «Bal»

This notice is to inform you we shut off the water service to the above property on May 8, 2019 because we did not receive payment for your overdue bill.

**To have your service restored, please contact Customer Service at 412-255-2423.** Once payment is received, it may take up to seven (7) days to have the service restored.

If you received this notice but have already paid your bill, please contact Customer Service immediately at 412-255-2423, Monday through Friday, between the hours of 8:00 AM and 6:00 PM.

Let us know if someone living in your home is seriously ill or has a medical condition that will be aggravated by the shut off of service. We will restore your water within 24 hours during such illness provided you:

- a) Have a licensed physician or nurse practitioner certify by phone or in writing that such illness exists and that it may be aggravated if your service is not restored; and
- b) Make some equitable arrangement to pay PWSA your current bills for service.
- c) Contact us by calling the following number 412-255-2423, or visit our offices at 1200 Penn Avenue, Pittsburgh, PA, 15222
- d) Have your licensed physician send a letter to PWSA within seven (7) days verifying the medical condition.

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

Special protections are available for victims under a protection from abuse order, customers with a court order that indicate any type of domestic violence, and customers with disabilities. Special protections are also available for tenants if the landlord is responsible for paying PWSA. Contact Customer Service at 412-255-2423 for additional information.

All adult occupants whose names appear on the mortgage, deed, or lease are considered the "customer" and are responsible for paying this bill. If service is shut off, ANY adult occupant who has been living at the property may have to pay all or portions of this bill to have service restored. A customer may also be required to pay more than the amount listed above to have the service restored.

The Pittsburgh Water & Sewer Authority

**Stage 2 Compliance Plan:  
Chapters 14 & 56, DSLPA and  
Collections**

APPENDIX C



April 9, 2021

Customer Account No:

Re:

## **PREVIOUSLY UNBILLED SERVICE NOTIFICATION**

Enclosed please find a bill representing water, wastewater conveyance, and sewage treatment services provided to the above referenced property from        to       . Bills produced during this timeframe did not reflect water consumption occurring at the property due to a non-registering water meter, which was identified and corrected during the        service appointment. Charges totaling \$        were debited to the account on        based on an average monthly usage of        gallons. This average monthly usage is based on the nearest meter reading period immediately preceding, and the meter reading period immediately following, the date when the meter was found to be not registering. The calculation of this average is in accordance with the Public Utility Commission regulations found at 52 Pa. Code § 56.14 and § 65.9 (c). Exceptions may be made only if the facts clearly show that the stated method does not give the correct consumption for the period.

We apologize for any inconvenience this may cause you. Please contact Customer Service at 412-255-2423 for payment plan options.

Sincerely,

Customer Service

Penn Liberty Plaza I  
1200 Penn Avenue  
Pittsburgh PA 15222

info@pgh2o.com  
T 412.255.2423  
F 412.255.2475

www.pgh2o.com  
@pgh2o

Customer Service /  
Emergencies:  
**412.255.2423**



April 9, 2021

Customer Account No:

Re:

## **INVOICE FOR CONSUMPTION FOLLOWING ESTIMATES**

Dear        :

The current invoice represents catch-up consumption of        gallons of water based on an actual meter reading following consecutive invoices based on estimated meter readings.

Please contact Customer Service at 412-255-2423 if you require payment arrangements.

We apologize for any inconvenience this may have caused you. If you have any questions in this matter, please contact Customer Service at 412-255-2423.

Sincerely,

Customer Service



April 9, 2021

Occupant  
4821 Kincaid St  
Pittsburgh PA 15224

Location ID: 5124053-1070362  
Service Address: 4821 Kincaid St

## METER UPGRADE PROGRAM

Dear Customer:

We are contacting you from the Pittsburgh Water and Sewer Authority (PWSA) because we are upgrading the water meter at <Service Address>. The meter upgrade will ensure that you continue to receive timely and accurate bills. To upgrade your meter, our plumbers need to gain access to the meter inside your home.

**Please contact us to schedule an appointment within five (5) business days of receiving this letter.** You can schedule an appointment by calling 412-255-8920 or via email to [AMI@pgh2o.com](mailto:AMI@pgh2o.com). Our hours are Monday through Friday, from 8:00 AM to 5:00 PM.

The appointment and meter upgrade will be performed at no cost to you. For your safety, our employees carry identification and drive vehicles marked with our "PGH<sub>2</sub>O" logo. Please remember to ask for identification before allowing access to your property.

We thank you for your business, and we look forward to continuing to improve the services that we provide to our customers.

Sincerely,

Customer Service



10/3/2018

Account Number: XXXXXX

XXXXXX

RE: XXXXX

### SPECIAL PAYMENT ARRANGEMENTS

Dear XXXXX:

The Pittsburgh Water and Sewer Authority has agreed to allow you to pay your balance in the amount of \$179.42 over a 6 month period. The monthly installment amount of \$29.90 should be remitted with your current monthly charges prior to the due date, beginning October 7, 2018.

Failure to comply with this payment plan may result in additional collection procedures and/or termination of water service.

If you have any questions, please contact Customer Service at 412.255.2423 or via email at [info@pgh2o.com](mailto:info@pgh2o.com). Office hours are Monday through Friday 8:00 am to 6:00 pm. We aim to enhance Pittsburgh's quality of life by providing quality water and appreciate the opportunity to serve you.

Sincerely,

Customer Service





April 6, 2021

Account Number «Loc\_»«Cust\_»

«Name»

«Billing\_1»

«Billing\_2»«Billing\_3»«Zip»

Re: «Service\_address»

### **AVOID WATER SHUT OFF BY CONTACTING US NOW**

#### **Outstanding Account Balance \$**

Atención. Si no comprende este mensaje, comuníquese con el servicio al cliente al 412-255-2423.

The Pennsylvania Public Utility Commission (PUC) moratorium on water shut offs expired on March 31, 2021. **PWSA views shut offs as a last resort, and we have multiple programs available to help you keep your water service active. We do not want to shut off your water, but you must contact us at 412-255-2423 to take advantage of new assistance programs.**

Due to the pandemic, PWSA is offering flexible payment plans to all residential and small business customers. Enrolling in a payment plan is easy and will help you to avoid having your water shut off. Contact PWSA at 412-255-2423 as soon as possible to learn more.

#### **CASH ASSISTANCE, BILL DISCOUNT AND FORGIVENESS PROGRAMS:**

You may be eligible to receive a 100% discount on your water/wastewater minimum monthly charges, making the first 1,000 gallons free.

Customers who are approved for the Bill Discount Program and are enrolled in an active payment plan with PWSA are eligible to receive a \$15 reduction of their past due balance for every on-time monthly payment.

Eligible customers can also receive an annual \$300 grant to reduce outstanding water charges. Contact PWSA at 412-255-2423 to learn more.

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

The Pittsburgh Water & Sewer Authority

**Stage 2 Compliance Plan:  
Chapters 14 & 56, DSLPA and  
Collections**

APPENDIX D



*SBarkley@pgh2o.com*  
*(412) 676-6685 (Office)*  
*(412) 737-0297 (Business Cell)*

February 12, 2021

**VIA ELECTRONIC FILING**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building, 2<sup>nd</sup> Floor  
Harrisburg, PA 17120

**Re: Temporary Reporting Requirements: At-Risk Accounts**  
**Docket No. M-2020-3019244**

Dear Secretary Chiavetta:

Enclosed please find The Pittsburgh Water and Sewer Authority's response to the October 1, 2020 Secretarial Letter in the above referenced docket, which requires utilities to submit specific information relating to customers at risk of termination.

Please contact me or Julie Quigley ([jquigley@pgh2o.com](mailto:jquigley@pgh2o.com)) with any questions that you may have.

Respectfully Submitted,

/s/ *Shannon F. Barkley*

Shannon F. Barkley  
PA Attorney ID # 81501

Enclosures

CC: Sarah Dewey, Bureau of Consumer Services – [sdewey@pa.gov](mailto:sdewey@pa.gov)

**The Pittsburgh Water and Sewer Authority**  
**Re: Temporary Reporting Requirement: At-Risk Accounts**  
**Docket No. M-2020-3019244**  
**January 2020 and January 2021**

1. Total number of Residential and Non-Residential accounts at risk of termination at the end of the month and for the same month the year prior.

	<b>Accounts At-Risk of Termination Jan. 2020</b>	<b>Accounts At-Risk of Termination Jan. 2021</b>
<b>Residential</b>	7,464	6,687
<b>Non-Residential</b>	424	492

2. Total aggregate dollars of arrears, broken down by the same account categories, at the end of the month and for the same month the year prior.

	<b>Total Aggregate Dollars of Arrears Jan. 2020</b>	<b>Total Aggregate Dollars of Arrears Jan. 2021</b>
<b>Residential</b>	\$4,756,672.52	\$6,079,667.39
<b>Non-Residential</b>	\$1,154,654.67	\$1,649,087.49

	<b>Accounts Disconnected for Non-Payment with Dollar Amounts Owed Jan. 2020</b>	<b>Accounts Disconnected for Non-Payment with Dollar Amounts Owed Jan. 2021</b>
<b>Residential</b>	21	Zero
<b>Non-Residential</b>	3	36



*SBarkley@pgh2o.com*  
*(412) 676-6685 (Office)*  
*(412) 737-0297 (Business Cell)*

March 3, 2021

**VIA ELECTRONIC FILING**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building, 2<sup>nd</sup> Floor  
Harrisburg, PA 17120

**Re: Temporary Reporting Requirements: At-Risk Accounts**  
**Docket No. M-2020-3019244**

Dear Secretary Chiavetta:

Enclosed please find The Pittsburgh Water and Sewer Authority's response to the October 1, 2020 Secretarial Letter in the above referenced docket, which requires utilities to submit specific information relating to customers at risk of termination.

Please contact me or Julie Quigley ([jquigley@pgh2o.com](mailto:jquigley@pgh2o.com)) with any questions that you may have.

Respectfully Submitted,

/s/ *Shannon F. Barkley*

Shannon F. Barkley  
PA Attorney ID # 81501

Enclosures

CC: Sarah Dewey, Bureau of Consumer Services – [sdewey@pa.gov](mailto:sdewey@pa.gov)

**The Pittsburgh Water and Sewer Authority**  
**Re: Temporary Reporting Requirement: At-Risk Accounts**  
**Docket No. M-2020-3019244**  
**February 2020 and February 2021**

1. Total number of Residential and Non-Residential accounts at risk of termination at the end of the month and for the same month the year prior.

	<b>Accounts At-Risk of Termination Feb. 2020</b>	<b>Accounts At-Risk of Termination Feb. 2021</b>
<b>Residential</b>	5,399	6,893
<b>Non-Residential</b>	333	520

2. Total aggregate dollars of arrears, broken down by the same account categories, at the end of the month and for the same month the year prior.

	<b>Total Aggregate Dollars of Arrears Feb. 2020</b>	<b>Total Aggregate Dollars of Arrears Feb. 2021</b>
<b>Residential</b>	\$4,637,713.32	\$6,407,599.88
<b>Non-Residential</b>	\$1,487,388.55	\$1,320,005.70

	<b>Accounts Disconnected for Non-Payment with Dollar Amounts Owed Feb. 2020</b>	<b>Accounts Disconnected for Non-Payment with Dollar Amounts Owed Feb. 2021</b>
<b>Residential</b>	141	Zero
<b>Non-Residential</b>	8	Zero



*SBarkley@pgh2o.com*  
*(412) 676-6685 (Office)*  
*(412) 737-0297 (Business Cell)*

April 7, 2021

**VIA ELECTRONIC FILING**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building, 2<sup>nd</sup> Floor  
Harrisburg, PA 17120

**Re: Temporary Reporting Requirements: At-Risk Accounts**  
**Docket No. M-2020-3019244**

Dear Secretary Chiavetta:

Enclosed please find The Pittsburgh Water and Sewer Authority's response to the October 1, 2020 Secretarial Letter in the above referenced docket, which requires utilities to submit specific information relating to customers at risk of termination.

Please contact me or Julie Quigley ([jquigley@pgh2o.com](mailto:jquigley@pgh2o.com)) with any questions that you may have.

Respectfully Submitted,

/s/ *Shannon F. Barkley*

Shannon F. Barkley  
PA Attorney ID # 81501

Enclosures

CC: Sarah Dewey, Bureau of Consumer Services – [sdewey@pa.gov](mailto:sdewey@pa.gov)

**The Pittsburgh Water and Sewer Authority**  
**Re: Temporary Reporting Requirement: At-Risk Accounts**  
**Docket No. M-2020-3019244**  
**March 2020 and March 2021**

1. Total number of Residential and Non-Residential accounts at risk of termination at the end of the month and for the same month the year prior.

	<b>Accounts At-Risk of Termination March 2020</b>	<b>Accounts At-Risk of Termination March 2021</b>
<b>Residential</b>	6,713	10,059
<b>Non-Residential</b>	475	665

2. Total aggregate dollars of arrears, broken down by the same account categories, at the end of the month and for the same month the year prior.

	<b>Total Aggregate Dollars of Arrears March 2020</b>	<b>Total Aggregate Dollars of Arrears March 2021</b>
<b>Residential</b>	\$5,378,580.82	\$9,471,127.27
<b>Non-Residential</b>	\$1,543,539.22	\$1,724,751.47

	<b>Accounts Disconnected for Non-Payment with Dollar Amounts Owed March 2020</b>	<b>Accounts Disconnected for Non-Payment with Dollar Amounts Owed March 2021</b>
<b>Residential</b>	7	Zero
<b>Non-Residential</b>	1	8



## RESIDENTIAL OWNER WATER SERVICE SHUT-OFF REQUEST

I, \_\_\_\_\_, the Owner or Authorized Agent of the Owner, requests  
**Name (Please Print)**

that the water service at the following residential building be shut off.

Property Address: \_\_\_\_\_

Account Number: \_\_\_\_\_ Owner's Phone: \_\_\_\_\_

Date Service Should Be Shut Off: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

### Important Information – Please Read

- I understand there may be a charge for shutting off the water service.
- I understand that it is the owner's responsibility to verify that water service has been terminated. The Pittsburgh Water and Sewer Authority is not responsible for damages or water charges if service termination is not accomplished.
- I understand that an inoperable curb stop (fixture at which water is shut-off) may delay the termination of service.
- I understand that all water valves on the customer's side of the line should also be closed.
- I understand that any prior charges must be paid and that penalty and interest will accrue on any unpaid charges.
- I understand that there will be no minimum charge for water service availability after service is terminated.
- I understand that PWSA will continue to bill the minimum charges for ALCOSAN sewage treatment after the water service has been shut off. I understand that, after water service is terminated, service will not be restored unless the Owner or Owner's Authorized Agent is physically present at the time of service restoration.

The undersigned Owner or Authorized Agent on behalf of the property owner hereby releases The Pittsburgh Water and Sewer Authority, including its offices, employees and agents from any and all liability related to the termination of water service, the failure to terminate water service or the restoration of water service at the address shown above.

\_\_\_\_\_  
Owner or Authorized Agent

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Date

**Mail or e-mail completed form to:**

**PWSA  
ATTN: AMI  
1200 Penn Avenue  
Pittsburgh, PA 15222**

**ami@pgh2o.com**

**PWSA  
ATTN: AMI  
1200 Penn Avenue  
Pittsburgh, PA 15222  
ami@pggh2o.com**

**PWSA Collections life cycle:**

1. An invoice is generated. Bill due in 20 days. (**1<sup>st</sup> invoice**)
  - a. Bill not paid, friendly reminder on next bill 10 days later. (**2<sup>nd</sup> Invoice**)
  - b. Now we are at 30 days from date of delivery of 1<sup>st</sup> invoice (10 days past due)
2. 20 days later 2<sup>nd</sup> invoice is now due. We are at 50 days from 1<sup>st</sup> invoice date of delivery
3. 5 days later (in between 2<sup>nd</sup> invoice due and before 3<sup>rd</sup> invoice is generated)
  - a. **Step 1 is run.** 10-day notices for non-payment
  - b. Now we are at 55 days from date of delivery, **35 days past due of 1<sup>st</sup> invoice**
4. 5 days later next bill is then generated (**3<sup>rd</sup> invoice**)
  - a. Now we are at 60 days from date of 1<sup>st</sup> invoice delivered.
5. 3 days later (8 days from 10-Day Disconnection notice) 72 hour posting/phone call is made
  - a. **Step 2** is 8 days after 10-day notice was created
  - b. Now we are at 63 days from date of 1<sup>st</sup> invoice delivered
6. 2 days later, 65<sup>th</sup> day from date of 1<sup>st</sup> invoice delivered, 10-day notification expires
  - a. Grace period built in to allow additional time for payment posting
7. 2-2 ½ day grace period to post payments before step three is ran
  - a. **Step 3 is releasing** to Field Operations to shut for non-payment
  - b. In total, will interrupt service 48 days past due of the 1<sup>st</sup> invoice.
  - c. Customer would have received 3 total invoices during this life cycle

**A courtesy call is completed to advise of the pending termination 24 hours before service is terminated.**

**From December 1<sup>st</sup> through March 31<sup>st</sup> an extra step is added to the Collections process for Residential properties:**

- After the 72-hour call/posting is made, 3 days later a 48-hour posting is generated.

**Calls/postings occur Monday through Friday.**

**Disconnection of water service occurs Monday through Thursday. We do not shut on Fridays, weekends or the work day before a holiday.**

**A Customer Assistance Program administered by Dollar Energy Fund assists low income customers:**

- Bill Discount
- ALCOSAN's Clean Water Assistance Fund
- Hardship Cash Grant
- Winter Moratorium

**Special protections are also available through medicals and PFA's.**

**Payment arrangements are provided based upon a customer's income and household size.**

**Understanding the Collections Life Cycle for tenant occupied properties:**

1. An invoice is generated. Bill due in 20 days. (**1<sup>st</sup> invoice**)
  - a. Bill not paid, friendly reminder on next bill 10 days later. (**2<sup>nd</sup> Invoice**)
  - b. Now we are at 30 days from date of delivery of 1<sup>st</sup> invoice (10 days past due)
2. 20 days later 2<sup>nd</sup> invoice is now due. We are at 50 days from 1<sup>st</sup> invoice date of delivery
3. 5 days later (in between 2<sup>nd</sup> invoice due and before 3<sup>rd</sup> invoice is generated)
  - a. **Step 1 is run.** 37-day Certified IOS notices for non-payment is issued to the owner
  - b. Now we are at 55 days from date of delivery, **35 days past due of 1<sup>st</sup> invoice**
4. 5 days later next bill is then generated (**3<sup>rd</sup> invoice**)
  - a. Now we are at 60 days from date of 1<sup>st</sup> invoice delivered.
  - b. **Step 2.** 8 days after the 37-day notice is created, a 30- day posting notice is created to advise the tenant of the pending shut off. This notice is posted during the day between the hours of 8:00am and 5:00pm Monday through Friday. A second 30 day posting notice is created on the 9<sup>th</sup> day to advise the tenant of the pending shut off. This notice is posted between the evening hours of 6:00 pm and 10:00 pm, Monday through Friday or Saturday between 8:00 am and 5:00 pm
  - c. Now we are at 63 days from date of 1<sup>st</sup> invoice delivered
5. 30 days later after the second 30 day posting, the 37-day IOS notification expires
6. 2-2 ½ day grace period to post payments before step three is ran
  - a. **Step 3 is releasing the IOS** to Facilities to shut for non-payment

A courtesy call is completed to advise of the pending termination 24 hours before service is terminated.

December 1<sup>st</sup> through March 31<sup>st</sup> unlisted tenant accounts (37 Day Notice Accounts) are exempt from termination of service

Special protections are available through medicals and PFA's  
Unlisted tenant accounts are covered under DSLPA

Landlords are eligible for a payment plan for a term not to exceed six months (subject to change based on the pandemic)

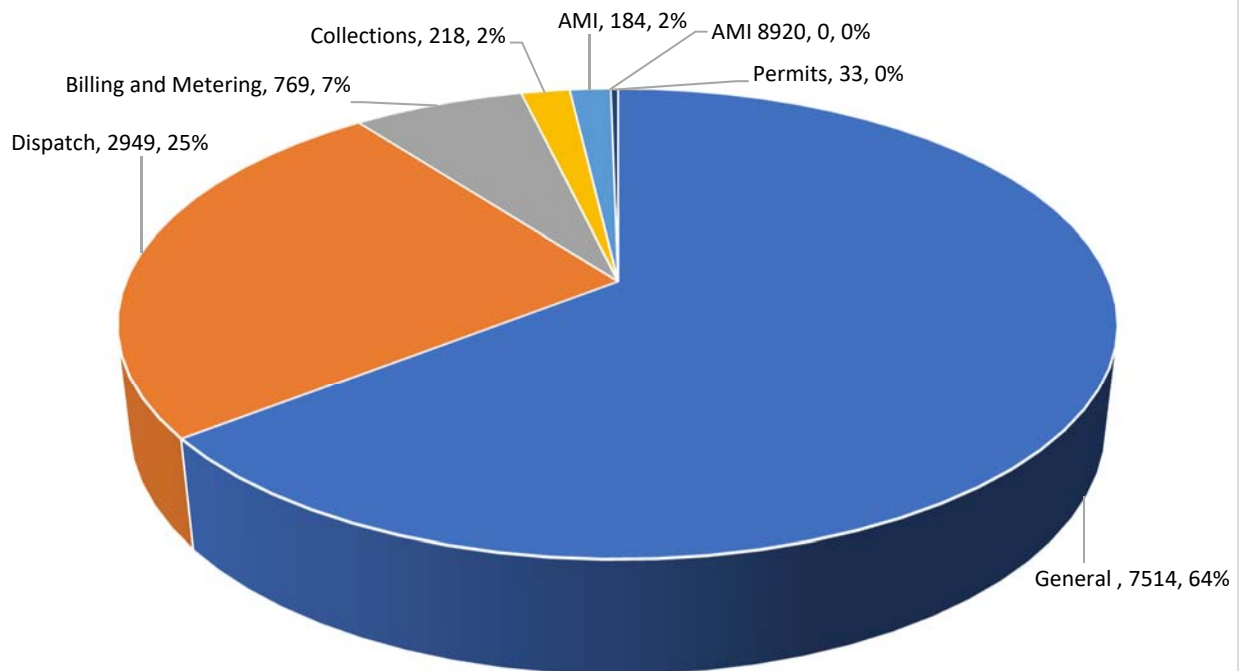
# CUSTOMER SERVICE MONTHLY REPORT

## CONTACT CENTER – FEBRUARY 2021

There were 20 business days in the month of February 2021. The Contact Center's attendance rate remained the same with 17 full time employees and 1 part time employee. Of the 11,667 calls handled in the month of February 2021, the Customer Service Representatives were able to report a 99.9% customer satisfaction rate. The Contact Center has also yielded another low abandonment rate of 1.2% with an average speed of answer of 00:21 seconds.

Queue Group Performance by Queue								
1 - All Queues								
2/1/2021 - 2/28/2021 - 00:00 - 24:00								
Created on 3/2/2021 8:34:52 AM by TishlaJones								
ACD queue	ACD queue name	ACD calls offered	ACD calls handled	Average speed of answer (hh:mm:ss)	Average ACD handling time (hh:mm:ss)	Abandon %	Service level %	Answer %
P001	General	7568	7514	00:00:21	00:06:09	0.7%	96.1%	99.3%
P004	Dispatch	3027	2949	00:00:19	00:01:40	2.6%	96.9%	97.4%
P003	Billing and Metering	774	769	00:00:20	00:05:05	0.6%	96.0%	99.4%
P002	Collections	223	218	00:00:18	00:06:41	2.2%	97.3%	97.8%
P005	AMI	184	184	00:00:15	00:03:00	0.0%	97.8%	100.0%
P008	Permits	41	33	00:00:53	00:01:18	9.8%	82.9%	80.5%
P006	AMI 8920	0	0	00:00:00	00:00:00	0.0%	100.0%	0.0%
Totals		11817	11667	00:00:21	00:04:54	1.2%	96.3%	98.7%

Customers Assisted Via Telephone - 11,667



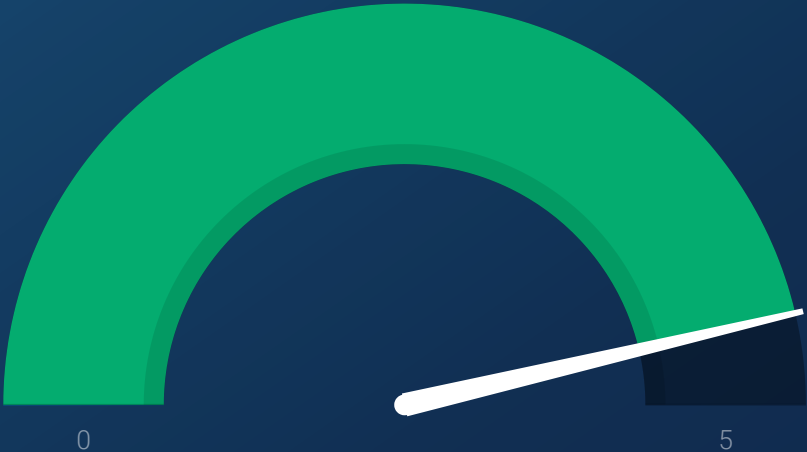
TOTAL SURVEYS  
Last Quarter (Jan 1 - Mar 31) ▾

5,162

▲ 622% Compare: 715

Q1: CSR SATISFACTION  
Last Quarter (Jan 1 - Mar 31) ▾

4.63



Q2: ISSUE RESOLUTION SATISFACTION  
Last Quarter (Jan 1 - Mar 31) ▾

4.59



Q3: RESPONSIVENESS TO QUESTIONS  
Last Quarter (Jan 1 - Mar 31) ▾

4.66



Q4: QUALITY OF PWSA SERVICES  
Last Quarter (Jan 1 - Mar 31) ▾

4.31



Q5: PWSA OVERALL PERFORMANCE  
Last Quarter (Jan 1 - Mar 31) ▾

4.16

