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August 9, 2018

VIA e-File

Ms. Rosemary Chiavetta, Secretary
Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
Commonwealth Keystone Building, 2nd Floor
400 North Street
Harrisburg, PA 17120

Re: Agreement for Water Shut Off Services and the Collection of
Wastewater Charges between the Municipal Authority of
Westmoreland County and Pennsylvania-American Water Company
dated July 31, 2018

Dear Secretary Chiavetta:

Pursuant to the Public Utility Code, specifically 66 Pa. C.S. § 507, Pennsylvania-American Water Company ("PAWC") is filing the enclosed Agreement for Water Shut Off Services and the Collection of Wastewater Charges between the Municipal Authority of Westmoreland County ("Authority") and PAWC. Under the terms of the agreement, the Authority, who is the water provider, will, at the request of PAWC, shut off the water to the premise for nonpayment of wastewater service provided to the premise by PAWC.

If you have any questions regarding this filing, please contact me.

Sincerely,

Susan Simms Marsh

Enclosure

cc: P. Diskin **VIA** Email
A. Bechtel **VIA** Email

**AGREEMENT FOR WATER SHUT OFF SERVICES AND THE COLLECTION OF
WASTEWATER CHARGES THROUGH MUNICIPAL AUTHORITY
OF WESTMORELAND COUNTY**

THIS AGREEMENT Made and entered into this 31 of JULY, 2018, by and between the MUNICIPAL AUTHORITY OF WESTMORELAND COUNTY, a municipal authority created under the Municipal Authorities Act of 1935 and doing business under the authority of the Municipal Authorities Act of 1945, now the Municipality Authorities Act, Act 22 of 2001, 53 Pa. C.S.A. 5601, et. seq., as amended, having its domicile at 124 Park and Pool Road, New Stanton, PA 15672, Westmoreland County, party of the first, hereinafter termed "MAWC",

AND

PENNSYLVANIA-AMERICAN WATER COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a business address of 800 W. Hersheypark Drive, Hershey, PA 17033, hereinafter termed the "PAWC".

WHEREAS, PAWC is engaged in supplying wastewater service to the citizens and residents of the City of McKeesport, The Borough of Port Vue, and The Borough of Duquesne, and Dravosburg Borough, Allegheny County, Pennsylvania; under the applicable Rules and Regulations of the Pennsylvania Public Utility Commission (PUC).

WHEREAS, MAWC is the owner, distributor and operator of a water distribution system serving the same customers in the City of McKeesport and the Borough of Port Vue, Allegheny County, Pennsylvania; and

WHEREAS, PAWC desires MAWC upon proper request and direction of PAWC, to shut off the supply of water to certain premises until all over due wastewater rates and charges, together with any penalties and interests thereon, shall be paid as the result of neglect or failure to pay for a specific period, rate or charge for wastewater service imposed by PAWC or a mutual agreeable payment arrangement has been established between PAWC and its wastewater customer; and

WHEREAS, PAWC desires MAWC upon proper request and direction of PAWC, to restore water to certain premises as result of a receiving payment, establishment of a payment agreement, or pursuant to the law or regulation, PUC or other court Order

NOW THEREFORE, the parties hereto, and for other good and valuable consideration and in further consideration of the covenants hereinafter set forth, do agree as follows;

1. PAWC shall present to MAWC a signed Affidavit accompanied by and setting forth the following:
 - (a) Dated schedule/spreadsheet labeled "Water Shut-off Location for Non-pay Sewer" or other documentation that includes MAWC's customer account number and service address;
 - (b) Such schedule/spreadsheet or other documentation will be provided by PAWC to MAWC on a Thursday accompanied by PAWC's signed Affidavit.

2. MAWC will review, the documentation and confirm in writing that the water can be shut off for nonpayment of sewer. MAWC will also provide to PAWC information on whether the customer has an outstanding balance on water service as well as provide information when the water cannot be shutoff due to non-access or damage to the water curb valve;

3 MAWC will commence water shut-off for the nonpayment of sewer the following Monday, or the next available date for customers listed on the schedule/spreadsheet or other documentation provided by PAWC the prior Thursday. PAWC will transmit via electronic mail to MAWC a list of sewer customers who have paid or have made sewer payment arrangements both on the same Thursday and on Friday. MAWC will remove the water shut-off locations who have paid or have made sewer payment arrangements from the Thursday schedule/spreadsheet and use the updated schedule/spreadsheet for water shut-offs starting on Monday or the next available date.

4. No water shut-off for the nonpayment of sewer will occur on Friday, Saturday, Sunday, state holiday, bank holiday or the day preceding a bank holiday.

5. On days MAWC turns off water for nonpayment sewer customers, a PAWC field representative will accompany a MAWC field representative for each water shut-off. Due to PUC regulation, a personal attempt to contact the customer by knocking on the customer's door is required. The PAWC field representative will knock on the customer's door notifying their water is being shut off for sewer non-pay. If no customer is at the premise/dwelling, PAWC's field representative will post a door hanger indicating her or his water is shut off for sewer non-pay. Once PAWC has completed this customer communication process, PAWC's field representative will authorize MAWC's field representative to turn off the water service.

6. When PAWC has received customer sewer payment or customer made payment arrangements, PAWC will contact MAWC by telephone, followed by a facsimile at the end of each day, authorizing restoration of water service. The dated facsimile will include MAWC's customer account, service address and fully executed Customer Release Form authorizing MAWC to restore water service and relieving MAWC of all responsibility for any damages that could possibly occur. Customer Release Forms will also accepted by MAWC from the customer at the customers premise/dwelling. Once PAWC authorizes MAWC to restore water service, MAWC will adhere to PAWC's PUC regulated water restoration timelines;

- (a) Within 24 hours for erroneous terminations, subject to MAWC's afterhours call-out fees, if applicable;
- (b) Within 24 hours for terminations and reconnections occurring after November 30 and before April 1;
- (c) Within 3 calendar days from April 1 to November 30 for proper terminations;
- (d) Within 7 calendar days for proper terminations requiring street permitting or 72 hours, April 1 through November 30; 24 hours, December 1 through March 31;
- (e) Within 24 hours for medical certificates. MAWC shall make every effort to have service restored on the day of receipt of the medical certificate, subject to MAWC's afterhours call-out fees, if applicable;

7. MAWC shall bill PAWC the sum of fifty (\$50.00) Dollars being a portion of MAWC's cost in shutting off the water supply to each premise listed in the written notification, and this amount shall not be subject to refund for any reason whatsoever. When PAWC advises MAWC that it has been properly paid and there should be a restoration of water service, concurrent with the request for restoration, MAWC shall bill PAWC the further sum of fifty (\$50.00) Dollars. The fees set forth in this paragraph may be amended from time to time as agreed upon, in writing, by the parties hereto.

8. In addition to those costs set forth in paragraph 7 above, MAWC may seek from PAWC loss water revenues and PAWC shall pay to MAWC the estimated loss of water revenues resulting from each such shut off made hereunder. Such estimated loss of water revenues shall be based upon the actual period of time during which the supply of water is shut off in each instance and the average water revenue

received by MAWC for a like period of time during the year prior to such shut off from the premises or class of customer involved in each instance, as determined and computed from the books and records of MAWC, but in no event shall there be less than the minimum rate charged for such period of time. The estimated loss of revenue shall be billed by MAWC to PAWC at the same time, in the same manner and subject to the same conditions as MAWC would have billed the customer if the water had not been shut off, and in the event that the said billing is not paid within thirty (30) days from the said billing, then MAWC shall restore the water service to the premises.

9. MAWC shall in no way or in any manner be liable for any loss, damage or other claim of any nature asserted by the owner of the premises, the water customer or any other person or corporation or other type of legal entity, based on or arising out of the shutting off of such water supply and PAWC shall indemnify and save harmless MAWC, its agents, officers, servants and employees, from any such loss, damage or other incurred by MAWC in connection therewith.

10. The parties recognize and expressly agree that the consummation of this transaction is conditioned upon the Pennsylvania Public Utility Commission ("Pennsylvania PUC") approval of the agreement. PAWC covenants and agrees to file the Agreement and faithfully defend if necessary the Agreement in any proceeding (and MAWC agrees to cooperate in such proceedings) in order to obtain the approval of the Pennsylvania PUC. If a dispute shall arise between MAWC and PAWC regarding the cost of MAWC's services or the amount of estimated revenues lost or regarding any of the provisions of this Agreement concerning the payments for the services provided by MAWC, such dispute shall attempt to be resolved between both parties. In the event the parties do not reach an amicable resolution, either party may file a Formal Complaint with the Pennsylvania Public Utility Commission. Either party may appeal the Pennsylvania Public Utility Commission Final Order to the Pennsylvania Commonwealth Court. This provision shall not submit MAWC to any further jurisdiction of the Pennsylvania PUC than is absolutely necessary to proceed to this Agreement and settle any disputes. MAWC does not, by this Agreement, subject itself to the jurisdiction of the Pennsylvania PUC.

11. Either of the parties may terminate this Agreement hereto by giving thirty (30) days' written notice to the other party at its principal place of business.

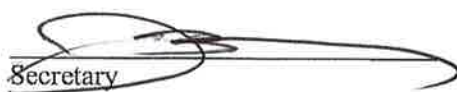
12. This Agreement shall become effective thirty (30) days after PAWC has filed a copy thereof with the Pennsylvania Public Utility Commission or, in the event that the said Commission institutes an investigation, at such time as the said Commission grants its approval thereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested by their authorized officers and their respective seals to be hereto affixed, the day and first above written.

MUNICIPAL AUTHORITY OF
WESTMORELAND COUNTY

BY 
Chairperson

ATTEST:


Secretary

(CORPORATE SEAL)

PENNSYLVANIA-AMERICAN WATER
COMPANY

BY 
Vice President

ATTEST:


Secretary

(CORPORATE SEAL)