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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 Providing Wastewater Consumption Readings 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 Providing Wastewater Consumption Readings between the Municipal Authority of Westmoreland County ("Authority") and PAWC. Under the terms of the agreement, the Authority, who is the water provider, will provide PAWC with a list showing the water consumption so that the data may be used by PAWC for billing wastewater services.

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 PROVIDING WASTEWATER
CONSUMPTION READINGS

THIS AGREEMENT Made and entered into this 31 of JULY, 2018 by MUNICIPAL AUTHORITY OF WESTMORELAND COUNTY a municipal or quasi municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania and having its principal office located at 124 Park and Pool Road, of New Stanton, PA 15672, Westmoreland County, Pennsylvania, party of the first part, hereinafter called the "WATER AUTHORITY".

AND

PENNSYLVANIA-AMERICAN WATER COMPANY, a public utility 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" or "WASTEWATER PROVIDER".

WITNESSETH:

WHEREAS, the WATER AUTHORITY is a municipal authority duly organized and existing under and by virtue of the Municipality Authorities Act of 1945 (Act of May 2, 1945, P.S. 382,53 P.S. 301, et sec.) as merged into the Pennsylvania Consolidated Statutes, Title 53, Chapter 56: and,

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

WHEREAS, the WATER AUTHORITY is supplying water to certain number of the water users within the boundaries of the territory that is, or will be, served by the said sewer line, actual or contemplated,

WHEREAS, the PAWC, a corporation as aforesaid, is the owner and operator of a wastewater system serving the customers in the aforesaid area, under the applicable Rules and Regulations of the Pennsylvania Public Utility Commission; and

THEREFORE, in consideration of the sum of One and no/100 (1.00) dollars and other good and valuable considerations to each of the parties hereto paid by the other receipt whereof is hereby acknowledge, and of the mutual covenants and agreements herein contained, the said parties hereto intending to be legally bound hereby do covenant and agree as follows:

I

For all purposes of the agreement the terms defined herein shall (unless the context otherwise requires) have the meanings herein specified:

A. TABULATED LIST OF ACCOUNTS shall mean a list of names and addresses representing names and addresses of the owners of each particular property for which the WASTEWATER PROVIDER desires billing information and concerning, which the WATER

AUTHORITY has entered into contract for the water service and where it has a water meter registering the use of such water service. Where a tenant occupies the property, the tenant's name shall also be furnished.

B. ACTUAL shall mean consumption of water as determined by the actual reading of the meter by an authorized employee of the WATER AUTHORITY.

C. ESTIMATE shall mean the estimated figure used to determine the monthly usage figure, normally calculated by dividing by four (4) the total of the last four (4) actual meter readings. Such estimated figure will be used in the event the meter was not operating or employee reading the particular meter could not gain entrance for the purpose of reading the meter.

II

The WASTEWATER PROVIDER engages and appoints the WATER AUTHORITY to furnish billing information beginning on the effective date of the Agreement. The Agreement shall continue in existence until such an event occurs in which would cause either the WASTEWATER PROVIDER or the WATER AUTHORITY to not continue existence. In the event the Water Authority for the reason of increasing/decrease the service charge submits such notification, the notice must be submitted to the WASTEWATER PROVIDER prior to December 1 of any year the Water Authority is requesting an adjustment in the service charge for the WATER AUTHORITY's upcoming fiscal year. The agreement shall otherwise be continued in accordance with all the original provisions thereof except as to the new service charge agreed upon.

III

1. WASTEWATER PROVIDER shall furnish to the WATER AUTHORITY a TABULATED LIST OF ACCOUNTS for which it desires information for sewer billing purposes. Such list shall be submitted to said Water Authority at least fifteen (15) days prior to the date furnished by the Water Authority to the WASTEWATER PROVIDER as the normal scheduled date for reading meters affected by said tabulated list of accounts.

This information shall be furnished on forms suitable to the WATER AUTHORITY and the WATER AUTHORITY shall not be required to furnish such information in any other manner.

2. Should the WASTEWATER PROVIDER require the WATER AUTHORITY to read a meter and furnish information other than that which has been acquired during the regular monthly reading schedules for this particular account, a flat charge of Ten and no/100 (10.00) Dollars per account will be made providing such reading can be made between the hours of 8:00 o'clock A.M. and 4:00 o'clock P.M. Mondays through Fridays. For other hours except Sundays and Holidays the charge will be Thirteen and 50/100 (13.50) Dollars per account. Sundays the charge will be Seventeen and 50/100 (17.50) dollars per account and Holidays Twenty One and 50/100 (21.50) Dollars.

3. As compensation for its service hereunder, the WATER AUTHORITY shall be paid by said WASTEWATER PROVIDER upon submission to said WASTEWATER PROVIDER of each tabulated list of accounts, a sum of money equal to 0.1350 times the number of accounts submitted on such list, plus any additional charge for special services as described in Section III, paragraph 2 hereof.

IV

1. The WATER AUTHORITY shall provide on or before the 15th day of the month following the month during which the bills are issued, a list showing the water consumption so that the data may be used by WASTEWATER PROVIDER.

2. Should an error in reading meters, or any other circumstances occur requiring an adjustment in the monthly usage figure, then the WATER AUTHORITY will promptly furnish WASTEWATER PROVIDER the adjustment given to any customer.

3. The WATER AUTHORITY and WASTEWATER PROVIDER each have the right to change with 30 days written notification at any time the methods and procedures by which the lists showing water consumption will be furnished to the WASTEWATER PROVIDER under this Agreement.

6. 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.

7. This Agreement may be terminated by either of the parties hereto by giving thirty (30) days' written notice to the other party at its principal place of business.

8. This Agreement shall become effective thirty (30) days after PAWC has filed a copy of the Agreement 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.

This Agreement has been executed, delivered and shall be effective on the day of, July 31
20 18.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as above set forth.

MUNICIPAL AUTHORITY OF
WESTMORELAND COUNTY (CORPORATE SEAL)

By [Signature]
Randy Roadman, Chairman

ATTEST:

By [Signature]
Jerome DeFabo, Sr., Secretary

PENNSYLVANIA-AMERICAN WATER COMPANY

By [Signature]
Vice President

ATTEST:

By [Signature]
Secretary
(CORPORATE SEAL)