



Elizabeth Rose Triscari

Director, Corporate Counsel

Pennsylvania-American Water Company

852 Wesley Drive, Mechanicsburg, PA 17055

P: 717.550.1574 F: 717.550.1255 C: 717.585.1934

elizabeth.triscari@amwater.com

March 11, 2020

VIA ELECTRONIC FILING

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

**Re: Agreement for Providing Wastewater Consumption Readings
between Pennsylvania-American Water Company and the City of
Duquesne, Allegheny County**

Dear Secretary Chiavetta:

On behalf of Pennsylvania American Water, I am electronically filing with you, according to Section 507 of the Public Utility Code, a copy of the above referenced agreement.

Sincerely,

Elizabeth Rose Triscari

jrh
Enclosure
cc: All Parties on the Attached Certificate of Service

AGREEMENT FOR PROVIDING WASTEWATER
CONSUMPTION READINGS

THIS AGREEMENT Made and entered into this 11th of MARCH, 2020 by THE CITY OF DUQUESNE a municipal or quasi municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania and having its principal office located at 12 South Second Street, of Duquesne, PA 15110, Allegheny County, Pennsylvania, party of the first part, hereinafter called the "CITY".

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 852 Wesley Drive, Mechanicsburg, PA 17055, hereinafter termed the "PAWC" or "WASTEWATER PROVIDER".

WITNESSETH:

WHEREAS, the CITY is the owner, distributor and operator of a water distribution system serving the territory generally comprising the City of Duquesne, Allegheny County, Pennsylvania : and,

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

WHEREAS, the CITY 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 (service and billing address, if different) representing names and addresses of the owners of each particular property for which the WASTEWATER PROVIDER desires billing information and concerning, which the CITY 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 CITY.

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 CITY 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 CITY to not continue existence. In the event the CITY for the reason of increasing/decreasing the service charge submits such notification, the written notice must be submitted to the WASTEWATER PROVIDER prior to December 1 of any year the CITY is requesting an adjustment in the service charge for the CITY'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 CITY a TABULATED LIST OF ACCOUNTS for which it desires information for sewer billing purposes. Such list shall be submitted to said CITY at least fifteen (15) days prior to the date furnished by the CITY 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 CITY and the CITY shall not be required to furnish such information in any other manner.

2. 3. As compensation for its service hereunder, the CITY 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 0.135 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 CITY shall provide, no later than the 29th day of the month during which the readings are obtained, 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 CITY will promptly furnish WASTEWATER PROVIDER the adjustment given to any customer.

3. The CITY 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.

4. 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 CITY agrees to cooperate in such proceedings) in order to obtain approval of the Pennsylvania PUC. If a dispute shall arise between the CITY and the WASTEWATER PROVIDER regarding the cost of the CITY'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 the CITY, 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.

5. 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.

6. 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.

V

This Agreement has been executed, delivered and shall be effective on the day of, MARCH 11,
2020.

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

CITY OF DUQUESNE
ALLEGHENY COUNTY (CORPORATE SEAL)

By

Nicholas Neby

ATTEST:

By

D. G. S. L.

PENNSYLVANIA-AMERICAN WATER COMPANY

By

Andrew Carlsson

Vice President

ATTEST:

By

A. H. H.

Secretary

(CORPORATE SEAL)



**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**Agreement for Providing Wastewater Consumption :
Readings between Pennsylvania-American Water : Docket No. U-
Company and the City of Duquesne, Allegheny County :**

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the attached Agreement was served, upon the parties, listed below, in accordance with the requirements of 52 Pa. Code §1.54 (relating to service by a party).

VIA FIRST CLASS MAIL

Tonya McCloskey
Acting Consumer Advocate
Office of Consumer Advocate
555 Walnut Street, 5th Floor, Forum Place
Harrisburg, PA 17101-1923

John Evans, Small Business Advocate
Office of Small Business Advocate
Commerce Building, Suite 202
300 North Second Street
Harrisburg, PA 17101

Richard Kanaskie, Director
Pennsylvania Public Utility Commission
Bureau of Investigation and Enforcement
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120



Elizabeth Rose Triscari, Esquire
Attorney ID No. 306921
Director, Corporate Counsel for
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
717-550-1574

Dated: March 11, 2020