



Elizabeth Rose Triscari

Director, Corporate Counsel

Pennsylvania-American Water Company

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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 Shut off Service and the Collection of Wastewater
Charges 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 WATER SHUT OFF SERVICES AND THE COLLECTION OF
WASTEWATER CHARGES THROUGH CITY OF DUQUESNE
OF ALLEGHENY COUNTY**

THIS AGREEMENT Made and entered into this 11th of MARCH, 2020, by and between 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, Duquesne, PA 15110, Allegheny County, Pennsylvania, party of the first, hereinafter termed "CITY",

AND

PENNSYLVANIA-AMERICAN WATER COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a business address of 852 Wesley Drive, Mechanicsburg, Pennsylvania 17055, hereinafter termed the "PAWC".

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 (PUC).

WHEREAS, CITY is the owner, distributor and operator of a water distribution system serving the same customers in the City of Duquesne, Allegheny County, Pennsylvania; and

WHEREAS, PAWC desires CITY 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 CITY 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 submit a list of requested water shut offs via email every Thursday. The email will include PAWC's premise and account number and the CITY's customer account number along with the service address.

2. CITY will review, the documentation and confirm in writing that the water can be shut off for nonpayment of sewer. CITY will provide to PAWC information if the water cannot be shutoff due to non-access or damage to the water curb valve; If CITY is unable to turn off the water service due to a broken curb stop, CITY will repair the broken curb stop within 30 days.

3 CITY will commence water shut-off for the nonpayment of sewer the following Monday and complete the list within 5 business days. PAWC will transmit via electronic mail to CITY a list of sewer customers who have paid or have made sewer payment arrangements prior to the scheduled shut-off. CITY will remove the water shut-off locations who have paid or have made sewer payment arrangements and use the updated schedule/spreadsheets for water shut-offs starting 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, however CITY will complete no less than 20 shut offs per week

5. On days CITY turns off water for nonpayment sewer customers, a PAWC field representative will accompany CITY 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, PAWCs field representative will authorize CITY'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 CITY by telephone, followed by an email at the end of each day, authorizing restoration of water service. The email will include CITY's customer account and service address. CITY will adhere to PAWC's PUC regulated water restoration timelines;

- (a) Within 24 hours for erroneous terminations, subject to CITY'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. CITY shall make every effort to have service restored on the day of receipt of the medical certificate, subject to CITY's afterhours call-out fees, if applicable;

7. CITY shall bill PAWC the sum of fifty (\$50) Dollars being a portion of CITY'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 CITY that it has been properly paid and there should be a restoration of water service, concurrent with the request for restoration, CITY shall bill PAWC the further sum of fifty (\$50) 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. CITY 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 CITY, its agents, officers, servants and employees, from any such loss, damage or other incurred by CITY in connection therewith.

9. If a dispute shall arise between CITY and PAWC regarding the cost of 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 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.

10. 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.

11. 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.

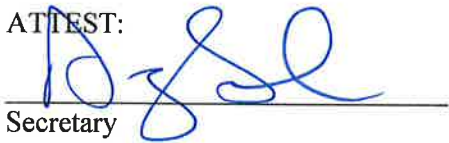
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested by their authorized officers and their respective seals to be hereto affixed, the day and first above written.

CITY OF DUQUESNE

BY



ATTEST:


Secretary

(CORPORATE SEAL)

PENNSYLVANIA-AMERICAN WATER
COMPANY

BY


Vice President

ATTEST:


Secretary

(CORPORATE SEAL)



**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**Agreement for Water Shut Off Services and the :
Collection of Wastewater Charges between : Docket No. U-
Pennsylvania-American Water 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