



Elizabeth Rose Triscari

Director, Corporate Counsel

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April 27, 2021

VIA ELECTRONIC FILING

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

**Re: Shut-Off Agreement between Pennsylvania-American Water
Company and Pittsburgh Water and Sewer Authority**

Dear Secretary Chiavetta:

On behalf of Pennsylvania-American Water Company (“PAWC”), I am electronically filing according to Section 507 of the Public Utility Code, a copy of the above referenced agreement. On April 16, 2021, Pittsburgh Water and Sewer Authority filed the attached Shut-Off Agreement at Docket No. U-2021-3025227. On April 19, 2021, PAWC adopted that filing by letter. At the request of the Bureau of Technical Utility Services, PAWC is re-filing this agreement to receive a new docket number.

Sincerely,

Elizabeth Rose Triscari

jrh

Enclosure

cc: All Parties on the Attached Certificate of Service
Shannon F. Barkley, Esquire (*via electronic mail*)
Sean Donnelly (*via electronic mail*)

SHUT OFF AGREEMENT

This Shut Off Agreement (“Agreement”) made this 15 day of April, 2021 (the “Effective Date”), by and between Pennsylvania-American Water Company, a public utility corporation, duly organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business at 852 Wesley Drive, Mechanicsburg, Pennsylvania 17055, (hereinafter called the "Pennsylvania American"), and The Pittsburgh Water and Sewer Authority (hereinafter called “PWSA”), a public utility corporation, duly organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business at 1200 Penn Avenue, Pittsburgh, Pennsylvania, 15222. Pennsylvania American and PWSA shall each be referred to as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, Pennsylvania American is engaged in the business of providing water and wastewater service to the general public regulated by the Pennsylvania Public Utility Commission ("PUC" or the "Commission"); and

WHEREAS, PWSA is engaged in the business of providing water and wastewater service to the general public regulated by the Commission; and

WHEREAS, the Parties are willing to at the request and direction of the other Party within a reasonable amount of time shut-off the supply of water from its system to any premises in which the rates and charges for wastewater conveyance and/or sewage treatment service supplied and/or billed by the requesting Party are unpaid until all overdue 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 the requesting Party or a mutual agreeable payment arrangement has been established between the requesting Party and its wastewater customer, and where such shut-off will be performed in compliance with applicable law; and

WHEREAS, the Parties desire upon proper request and direction of the requesting Party, to restore water service to certain premises as result of receiving payment, establishment of a payment agreement, or pursuant to the law or regulation of the Commission or other court order; and

WHEREAS, the Parties agree that the terms and conditions set forth in this Agreement are to be considered reciprocal in nature; and

WHEREAS, the Parties agree that this Agreement shall be submitted to the Commission for its approval.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) paid by each Party hereto to the other Party, the receipt whereof is hereby acknowledged, and of the

mutual covenants and agreements hereinafter set forth, the parties hereto, each intending to be legally bound by the terms hereof, do covenant and agree as follows:

A. SHUT-OFF PROCEDURES:

1. For purposes of this Section of the Agreement, the term "Water Utility" shall refer to the Party who is supplying water service. The term "Requesting Party" shall refer to the Party who is providing wastewater conveyance service and has requested a shut off of the water supply.

Upon written request by either Party specifying a premises with regard to which the rates and charges for wastewater conveyance and/or sewage treatment service shall not have been paid for a period of at least thirty days from the due date thereof, the Water Utility Company shall proceed to shut-off water service to such premises after the Requesting Party has complied with all Commission requirements and all other applicable law and procedures for shut-off, and said water service shall remain off until it is advised in writing by the Requesting Party that all such overdue rates and charges, have been paid, otherwise resolved or as may be requested by the Requesting Party. The Requesting Party shall present to the Water Utility a written statement setting forth the following:

- (a) Dated schedule/spreadsheet or other documentation that includes the Water Utility's customer account number and service address;
- (b) Such schedule/spreadsheet or other documentation will be provided by Requesting Party to the Water Utility on a schedule mutually agreed to by the Parties.
- (c) A statement that all Commission requirements and all other applicable law and procedures for shut-off have been fulfilled.

2. The Water Utility will review the documentation and confirm in writing that the water can be shut off for nonpayment of wastewater conveyance and/or sewage treatment charges. The Water Utility will provide information when the water cannot be shut off due to non-access or damage to the water curb valve.

3. The Water Utility will commence water shut-off for the nonpayment of wastewater conveyance and/or sewage treatment charges the next soonest available date for customers listed on the schedule/spreadsheet or other documentation provided by the Requesting Party in accordance with the mutually agreed upon schedule. The Requesting Party will transmit via managed file transfer site to the Water Utility a list of wastewater conveyance and/or sewage treatment customers who have paid or have made wastewater conveyance and/or sewage treatment payment arrangements both in accordance with the mutually agreed upon schedule. Water Utility will remove the water shut-off locations who have paid or have made wastewater conveyance and/or sewage treatment payment arrangements from the mutually agreed upon schedule/spreadsheet and use the updated schedule/spreadsheet for water shut-offs starting the next soonest available date. Extenuating situations preventing these actions shall be reported to the

Requesting Party as soon as they become known. Extenuating situations include, but are not limited to, safety hazards involving the customer.

4. No water shut-off for the nonpayment of wastewater conveyance and/or sewage treatment will occur on Friday, Saturday, Sunday, state holiday, bank holiday or the day preceding a bank holiday.

5. On days the Water Utility turns off water for nonpayment by wastewater conveyance and/or sewage treatment customers, a field representative from the Requesting Party, or a third-party acting as the Requesting Party's agent, will accompany a Water Utility field representative for each water shut-off and in accordance with Commission regulations, a personal attempt to contact the customer will be made by either a telephone call or knocking on the customer's door. The Requesting Party's field representative will knock on the customer's door notifying their water is being shutoff for wastewater conveyance and/or sewage treatment non-pay. If no customer is at the premise/dwelling, the Requesting Party's field representative will post a door hanger indicating her or his water is shutoff for non-pay of wastewater conveyance and/or sewage treatment charges. Once the Requesting Party has completed this customer communication process, the Requesting Party's field representative will authorize the Water Utility's field representative to turn off the water service.

6. When the Requesting Party has received customer wastewater conveyance and/or sewage treatment payment or customer made payment arrangements, the Requesting Party will contact the Water Utility via managed file transfer site, authorizing restoration of water service. The file will include the Water Utility's customer account and service address authorizing the Water Utility to restore water service and relieving the Water Utility of all responsibility for any damages that could possibly occur. Once the Requesting Party authorizes the Water Utility to restore water service, the Water Utility will adhere to the PUC's regulations and all other applicable law concerning water restoration timelines, as amended from time to time:

- (a) Within 24 hours for erroneous terminations, subject to the Water Utility's after hours call-out fees, if applicable which will be promptly paid by the Requesting Party;
- (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. The Water Utility shall make every effort to have service restored on the day of receipt of the medical certificate, subject to the Water Utility's after-hours call-out fees, if applicable.

7. The Water Utility shall bill the Requesting Party the sum of Thirty (\$30.00) Dollars being a portion of the Water Utility'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 the Requesting Party advises the Water Utility that it has been properly paid and there should be a restoration of water service, concurrent with the request for restoration, the Water Utility shall bill the Requesting Party the further sum of Thirty (\$30.00) 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. Water Utility 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 Requesting Party shall indemnify and save harmless Water Utility, its agents, officers, servants and employees, from any such loss, damage or other incurred by Water Utility in connection therewith.

B. GENERAL PROVISIONS:

1. The term of this Agreement shall commence on the Effective Date and expire on the tenth anniversary of the Effective Date, unless earlier terminated by either Party. This Agreement may be terminated by either of the Parties hereto by ninety (90) days prior written notice given to the other Party at its principal place of business.

2. Notwithstanding the provisions of this Agreement, it is understood and agreed by the Parties hereto that each Party shall be required to comply with any existing regulations of the Commission relating to notice before termination, in addition to providing any notice that might otherwise be required under this contract or any applicable law or ordinance.

3. This Agreement merges all previous negotiations between the Parties hereto with respect to the subject matter covered by hereby and supersedes any prior understandings or written or oral agreements between the Parties. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

4. Notice to the Parties under this Agreement, shall be in writing and transmitted by overnight courier or certified mail, return receipt requested, postage prepaid, and shall be addressed as follows:

If to The Pittsburgh Water and Sewer Authority:

The Pittsburgh Water and Sewer Authority
1200 Penn Avenue
Pittsburgh, PA 15222
Attention: Julie Quigley, Director of Customer Service

With Required Copy to:

The Pittsburgh Water and Sewer Authority
1200 Penn Avenue
Pittsburgh, PA 15222
Attention: Legal Department

If to Pennsylvania-American

852 Wesley Drive
Mechanicsburg, PA 17055
Attn: Vice President, Operations
With a Required Copy to:

852 Wesley Drive
Mechanicsburg, PA 17055
Attn: Legal Department

or to such other address(es) and to such individuals as may be specified by either party by prior written notice.

5. Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in effect.

6. Failure by a Party to enforce any provision of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver of rights.

7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. The Parties agree that this Agreement is subject to the jurisdiction and approval of the Commission. This Agreement shall become effective thirty (30) days after a copy hereof is filed with the PUC, provided that if the PUC institutes proceedings pursuant to Section 507 of the Public Utility Code (66 Pa. C.S.A. §507) this Agreement shall become effective on the day the PUC grants its approval.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their appropriate officers.

ATTEST:

THE PITTSBURGH WATER AND SEWER AUTHORITY

Julie A. Quigley
Secretary

By: William J. Pickering
Chief Executive Officer

(SEAL) By: Edward Barca
Director of Finance

By: Shannon F. Bartley
Corporate Counsel

ATTEST:

PENNSYLVANIA-AMERICAN WATER COMPANY

[Signature]
Secretary

By: Andrew Clarkson
(Vice President)

(SEAL)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In re: Shut-Off Agreement between Pennsylvania- :
American Water Company and Pittsburgh Water and : Docket No. U-2021-
Sewer Authority : :

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).

Service in the matter denoted below as follows on April 27, 2021

Christine Maloni Hoover, Sr. Consumer Advocate
Erin Gannon, Sr. Consumer Advocate
Office of Consumer Advocate
555 Walnut Street
Forum Place, 5th Floor
Harrisburg, PA 17101-1923
(via electronic mail)

John Evans, Small Business Advocate
Office of Small Business Advocate
Commerce Building, Suite 202
300 North Second Street
Harrisburg, PA 17101
(via electronic mail)

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



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717-550-1574