



Elizabeth Rose Triscari
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September 24, 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 Corner Water Supply**

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. Please note that the responses to data requests filed in connection with the Shut-Off Agreement between PAWC and West Elizabeth Sanitary Authority at Docket No. U-2021-3024807 are applicable to this agreement and hereby are incorporated by reference.

Sincerely,

A handwritten signature in blue ink that reads "Elizabeth Rose Triscari".

Elizabeth Rose Triscari

jrh
Enclosure
cc: All Parties on the Attached Certificate of Service (*via electronic mail*)

SHUT OFF AGREEMENT

This Shut Off Agreement ("Agreement") made this 27 day of July, 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 Corner Water Supply (hereinafter called "Corner Water"), a public utility corporation, duly organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business at 113 Oakwood Lane, Shippenville, Pennsylvania, 16524. Pennsylvania American and Corner 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, Corner Water is engaged in the business of providing water service to the general public regulated by the Commission; and

WHEREAS, Corner Water is willing to at the request and direction of Pennsylvania American 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 Pennsylvania American 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 Pennsylvania American or a mutual agreeable payment arrangement has been established between Pennsylvania American 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 Pennsylvania American, 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 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. Upon written request by Pennsylvania American 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, Corner Water shall proceed to shut-off water service to such premises after Pennsylvania American 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 Pennsylvania American that all such overdue rates and charges, have been paid, otherwise resolved or as may be requested by Pennsylvania American. Pennsylvania American shall present to Corner Water a written statement setting forth the following:

- (a) Dated schedule/spreadsheet or other documentation that includes Corner Water's customer account number and service address;
- (b) Such schedule/spreadsheet or other documentation will be provided by Pennsylvania American to Corner Water 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. Corner Water 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. Corner Water will provide information when the water cannot be shut off due to non-access or damage to the water curb valve.

3. Corner Water 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 Pennsylvania American in accordance with the mutually agreed upon schedule. Pennsylvania American will transmit via managed file transfer site to Corner Water 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. Corner Water 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 Pennsylvania American 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 Corner Water turns off water for nonpayment by wastewater conveyance and/or sewage treatment customers, a field representative from Pennsylvania American, or a third-

party acting as Pennsylvania American's agent, will accompany a Corner Water 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. Pennsylvania American'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, Pennsylvania American'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 Pennsylvania American has completed this customer communication process, Pennsylvania American's field representative will authorize Corner Water's field representative to turn off the water service.

6. When Pennsylvania American has received customer wastewater conveyance and/or sewage treatment payment or customer made payment arrangements, Pennsylvania American will contact Corner Water via managed file transfer site, authorizing restoration of water service. The file will include Corner Water's customer account and service address authorizing Corner Water to restore water service and relieving Corner Water of all responsibility for any damages that could possibly occur. Once Pennsylvania American authorizes Corner Water to restore water service, Corner Water 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 Corner Water's after hours call-out fees, if applicable which will be promptly paid by Pennsylvania American;
- (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. Corner Water shall make every effort to have service restored on the day of receipt of the medical certificate, subject to Corner Water's after-hours call-out fees, if applicable.

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

Corner Water Supply
113 Oakwood Lane
Shippenville, PA 16524.

If to Pennsylvania-American Water Company:

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.

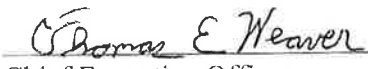
8. The Parties agree that this Agreement is subject to the jurisdiction and approval of the Commission. This Agreement shall become effective thirty (30) days after a copy hereof is filed with the PUC, provided that if the PUC institutes proceedings this Agreement shall become effective on the day the PUC grants its approval.

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

ATTEST:

CORNER WATER SUPPLY


Secretary

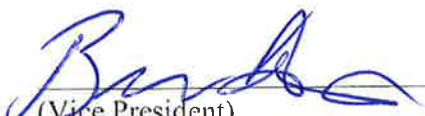
By: 
Chief Executive Officer

(SEAL)

ATTEST:

**PENNSYLVANIA-AMERICAN
WATER COMPANY**


Secretary

By: 
(Vice President)

(SEAL)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In re: Shut-Off Agreement between Pennsylvania- : Docket No.
American Water Company and Corner Water :
Supply

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 September 24, 2021

Christine Maloni Hoover, Interim 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)

Teresa Wagner, Executive Director
Office of Small Business Advocate
555 Walnut Street
Forum Place, 1st Floor
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)



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