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February 16, 2023

VIA ELECTRONIC FILING

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

**In re: Agreement between Pennsylvania-American Water
Company and Pottstown Borough Authority for Water Shut
Off Services and the Collection of Wastewater Charges**

Docket No. U-2023-

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.

If you should have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Harrold", written over a horizontal line.

Teresa K. Harrold

Enclosures

cc: All Parties on the attached Certificate of Service (*via electronic mail*)
Pottstown Borough Authority

AGREEMENT FOR WATER SHUT OFF SERVICES AND THE COLLECTION OF WASTEWATER CHARGES THROUGH POTTSTOWN BOROUGH AUTHORITY

THIS AGREEMENT, made and entered into this 31 of January, 2023, by and between BOROUGH OF POTTSTOWN AUTHORITY a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania and having its principal office located at 100 East High Street, Pottstown, PA 19464, Montgomery County, Pennsylvania, party of the first, hereinafter termed "AUTHORITY",

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 Upper Pottsgrove Township, Montgomery County, Pennsylvania; under the applicable Rules and Regulations of the Pennsylvania Public Utility Commission (PUC).

WHEREAS, AUTHORITY is the owner, distributor and operator of a water distribution system serving the same customers in Upper Pottsgrove Township, Montgomery County, Pennsylvania; and

WHEREAS, PAWC desires AUTHORITY 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 AUTHORITY 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 on or before Friday of week prior to expected termination. The email will include PAWC's premise and account number along with the service address. By submission of requested water shut offs, PAWC acknowledges that all required notices have been provided to affected customers.

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

3. AUTHORITY will commence water shut-off for the nonpayment of sewer the following week and complete the list within 5 business days, subject to availability of personnel and scheduling. PAWC will transmit via electronic mail to the AUTHORITY any cancellations due to payment or payment arrangements between customer and PAWC prior to the scheduled shut-off. AUTHORITY will remove the water shut-off locations who have paid or have made sewer payment arrangements from shut off list.

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 AUTHORITY may limit the number of shut offs per week due to availability of personnel and scheduling.

5. On days AUTHORITY turns off water for nonpayment sewer customers, a PAWC field representative will accompany AUTHORITY 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 AUTHORITY'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 AUTHORITY by telephone, followed by an email at the end of each day, authorizing restoration of water service. The email will include PAWC's premise number and service address. AUTHORITY shall restore service consistent with the following PUC regulated water restoration timelines, subject to availability of personnel and scheduling:

- (a) Within 24 hours for erroneous terminations;
- (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. AUTHORITY shall make every effort to have service restored on the day of receipt of the medical certificate

If, at the time PAWC authorizes restoration of service to a customer, that customer has overdue rates and charges due to the AUTHORITY, the AUTHORITY shall restore service consistent with the timelines above. Following restoration of service, AUTHORITY may commence a new shut off process consistent with any requirements for shut off applicable to AUTHORITY.

7. AUTHORITY shall bill PAWC the sum of fifty (\$50) Dollars being a portion of AUTHORITY'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 AUTHORITY there should be a restoration of water service, concurrent with the request for restoration, AUTHORITY 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. PAWC shall pay the AUTHORITY all amounts billed by the AUTHORITY within thirty (30) days of the date of the bill.

8. PAWC shall pay to the AUTHORITY the estimated loss of water revenues resulting from each such shut-off made hereunder. Such estimated loss of water revenues shall be based upon the actual period of time during which the supply of water is shut-off in each instance and the average water revenue received by the AUTHORITY for a like period of time during the year prior to such shut-off from the class of customer involved in each instance, as determined from the books and records of the AUTHORITY. The estimated loss of revenue shall be billed by the AUTHORITY to PAWC periodically at the same time as the AUTHORITY would have billed the customer if the water had not been shut-off, and PAWC shall pay each such bill within thirty (30) days of receipt thereof.

9. AUTHORITY 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 AUTHORITY, its agents, officers, servants and employees, from any such loss, damage or other claim of any nature incurred by AUTHORITY in connection therewith.

10. If a dispute shall arise between AUTHORITY and PAWC regarding the cost of AUTHORITY'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 AUTHORITY, 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.

11. 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.

12. 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.

BOROUGH OF POTTSTOWN AUTHORITY

BY



ATTEST:



Secretary

(CORPORATE SEAL)
COMPANY

PENNSYLVANIA-AMERICAN WATER

BY



Vice President

ATTEST:



Secretary

(CORPORATE SEAL)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In re: Agreement between Pennsylvania-American Water Company and Pottstown Borough Authority for Water Shut Off Services and the Collection of Wastewater Charges	: : : : : :	Docket No. U-2023-
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CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the above-referenced Agreement upon the persons and in the manner indicated below, in accordance with the requirements of 52 Pa. Code §1.54 (relating to service by a party).

VIA ELECTRONIC MAIL ON FEBRUARY 16, 2023

Patrick M. Cicero
Acting Consumer Advocate
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923
ra-oca@paoca.org

NazAarah Sabree, Small Business Advocate
Office of Small Business Advocate
555 Walnut Street
1st Floor, Forum Place
Harrisburg, PA 17101
ra-sba@pa.gov

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



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Attorney for *Pennsylvania-American Water Company*