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Direct Dial: 412.255.2289*

October 30, 2025

VIA ELECTRONIC FILING

Matt Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building, 2nd Floor
Harrisburg, PA 17120

Re: Public Utility Municipal Contract – Amendment between Wilksburg-Penn Joint Water Authority and The Pittsburgh Water and Sewer Authority d/b/a Pittsburgh Water related to a Water Service Termination.

Dear Secretary Homsher:

Please be advised that the above-reference Public Utility Municipal Contract (dated October 20, 2025) (“Agreement”) between The Pittsburgh Water and Sewer Authority (“Pittsburgh Water”) and Wilksburg-Penn Joint Water Authority was filed with the Commission by Pittsburgh Water on October 30, 2025.

Should you have any questions regarding the enclosed Public Utility Municipal Contract, please contact me at 412-255-2289.

Very truly yours,

/s/ Monica Walaan
Monica Walaan, Esquire
PA Attorney ID. #318624

Enclosures

cc: Darryl Lawrence, Office of Consumer Advocate
NazAarah Sabree, Office of Small Business Advocate
Allison Kaster, Bureau of Investigation and Enforcement

AMENDMENT TO WATER SERVICE TERMINATION AGREEMENT

THIS AMENDMENT TO WATER SERVICE TERMINATION AGREEMENT (“Amendment”) is made this 20th day of October 2025, by and between THE PITTSBURGH WATER AND SEWER AUTHORITY D/B/A PITTSBURGH WATER, hereinafter called “the Sewage Agency,” and WILKINSBURG-PENN JOINT WATER AUTHORITY, hereinafter called “the Authority.” Pittsburgh Water and Authority hereinafter called the “Party” and/or the “Parties.”

WHEREAS, on or about February 5, 2007, the Sewage Agency entered into a Water Service Termination Agreement (the “Agreement”) with the Authority related to the Authority’s shut off of the supply of water to premises served by water, the owner of which has neglected or failed to pay any rental, rate or charge for sewer or sewage treatment service imposed by the Sewage Agency; and

WHEREAS, on or about April 1, 2018, the Sewage Agency became regulated by the Pennsylvania Utility Commission (“PUC” or the “Commission”); and

WHEREAS, the Parties desire to amend the Agreement to account for the shut-off regulations required by the Commission; and

NOW THEREFORE, in consideration of the mutual promises and intending to be legally bound thereby, the Parties agree as follows:

1. The above recitals are incorporated herein by reference and made a part hereof.
2. The Parties agree to modify Paragraph B of the Agreement as follows:
 - 1) Turn-Off and Turn-On: Charge for turning off or turning on water temporarily due to seasonal nature of business, vacation, home inspections, etc. per trip (Rule 27) including those incidents when someone other than the Authority has by administrative error caused an improper termination.
 - a. During regular business hours: \$25.00 (Residential), \$50.00 (Commercial)
 - b. After regular business hours: \$75.00 (Residential), \$150.00 (Commercial)
 - 2) Research & Recording Charge: applied when the consumer’s service is found to be off at the curb box for water delinquency, or any other reason, prior to an order being issued by the Authority for termination of service This charge covers the Authorities expenses for maintaining and recording a record, and preventing resumption of service prior to payment of the delinquent sewage bill. _____ \$8.00.
3. The Parties agree to modify Paragraph C of the Agreement and add subsection 3) as follows:

Following ten (10) days after the date of mailing or the date of posting of the Sewage Agency’s intent to terminate water service due to delinquent sewage charges, the Authority shall proceed to shut-off water service to such premises after the Sewage Agency 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 Sewage Agency that all such overdue rates and charges, have been paid, otherwise resolved or as may be requested by the Sewage Agency.

The Authority will commence water shut-off for the nonpayment of sewage treatment charges the next soonest available date for customers listed on the statement provided by the Sewage Agency in accordance with a mutually agreed upon schedule. The Sewage Agency will transmit via email to the Authority, such email list being dmay@wpjwa.com, aklein@wpjwa.com and taiello@wpjwa.com, a list of sewage treatment customers who have paid or have made sewage treatment payment arrangements both in accordance with the mutually agreed upon schedule. The Authority will remove the water shut-off locations who have paid or have made sewage treatment payment arrangements from the mutually agreed upon schedule and use the updated schedule for water shut-offs starting the next soonest available date. Extenuating situations preventing these actions shall be reported to the Sewage Agency as soon as they become known. Extenuating situations include, but are not limited to, safety hazards involving the customer.

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

On days the Authority turns off water for nonpayment by sewage treatment customers, a field representative from the Sewage Agency, or a third-party acting as the Sewage Agency's agent, will accompany an Authority 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 Sewage Agency's field representative will knock on the customer's door notifying their water is being shut off for sewage treatment charges nonpayment. If no customer is at the premise/dwelling, the Sewage Agency's field representative will post a door hanger indicating her or his water is shutoff for nonpayment of sewage treatment charges. Once the Sewage Agency has completed this customer communication process, the Sewage Agency's field representative will authorize the Authority's field representative to turn off the water service.

When the Sewage Agency has received customer sewage treatment payment or customer made payment arrangements, the Sewage Agency will contact the Authority via email, authorizing restoration of water service. The email will include the Authority's customer account and service address authorizing the Authority to restore water service and relieve the Authority of all responsibility for any damages that could possibly occur. Once the Sewage Agency authorizes the Authority to restore water service, the Authority 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 Authority's after-hours call-out fees, if applicable which will be promptly paid by the Sewage Agency;
- (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 Authority shall make every effort to have service restored on the day of receipt of the medical certificate, subject to the Authority's after-hours call-out fees, if applicable.

4. The Parties agree to add a Paragraph F as follows:

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.

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.

5. The Parties expressly agree that all other provisions of the Agreement shall remain unchanged. The Parties expressly agree that all other provisions of the Agreement shall govern and control this Amendment and the Agreement between the Parties.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Amendment to Water Service Termination Agreement, as detailed herein, the day and year first above written.

WITNESS:

THE PITTSBURGH WATER AND
SEWER AUTHORITY D/B/A PITTSBURGH
WATER

Rebecca Fearnell

By: William J. Pickering
Name: William J. Pickering
Title: Chief Executive Officer

Approved as to form:

Monica Walaan

Legal Counsel

Edward Barca

Director of Finance

WITNESS:

WILKINSBURG-PENN JOINT WATER
AUTHORITY

Amber Klein

By: Brian Bianchi
Name: Brian Bianchi
Title: Executive Director

WATER SERVICE TERMINATION AGREEMENT

MADE and entered into this 5th day of February, 2007, by and between WILKINSBURG-PENN JOINT WATER AUTHORITY, County of Allegheny, Pennsylvania, a body corporate and politic, and Municipal Authority, existing by virtue of the provisions of the Municipal Authorities Act of 1945, 53 P.S. Section 301, et seq., having its principal place of business at 2200 Robinson Boulevard, Pittsburgh, Pennsylvania 15221-1193, County of Allegheny, Commonwealth of Pennsylvania, hereinafter referred to as "the Authority".

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THE PITTSBURGH WATER AND SEWER AUTHORITY, a body corporate and politic, a municipal authority organized and existing under the Municipal Authorities Act of the Commonwealth of Pennsylvania, having its principal place of business at 441 Smithfield Street, Pittsburgh 15222, County of Allegheny, Commonwealth of Pennsylvania, hereinafter referred to as "the Sewage Agency".

WITNESSETH:

WHEREAS, the Authority is organized and existing under the laws of the Commonwealth of Pennsylvania, and is engaged in the business of distributing water within City of Pittsburgh and other areas, for domestic and commercial consumption; and,

WHEREAS, the Sewage Agency is engaged in the business of operating a sanitary sewer system servicing properties receiving water service from the Authority; and,

WHEREAS, the Commonwealth of Pennsylvania, pursuant to 53 P.S. Section 2261, et seq. has authorized and required the Authority to shut off the supply of water to premises served by water, the owner or occupant of which has neglected or failed to pay any rental, rate or charge for sewer or sewage treatment service imposed by the Sewage Agency; and,

WHEREAS, it is the desire of the parties hereto to reduce to writing and memorialize their agreement and understanding concerning the procedure and policy to be followed in such cases.

NOW WITNESSETH:

In consideration of the mutual covenants herein, and intending to be legally bound, the parties agree to as follows.

1. All of the foregoing recitals are hereby incorporated by reference as though more fully set forth herein.

A. Agreement Guidelines for participants in the Authority delinquent sewage program:

- 1) Authority employee(s) will be provided Monday through Thursday, each week, serving each participating community on a time share basis, unless Authority business is deemed more pressing such as but not limited to, main line breaks, employee vacations, Authority emergencies etc.
- 2) No employee will work the program on Authority paid holidays.
- 3) Water service, will not be terminated on any Friday, however, service will be restored on a Friday.
- 4) Authority employees will not collect any payments.
- 5) When a water service is terminated during any day, it will not be restored on the same day. The Sewage Agency or its agent will restore service on the day following the communicated release of the account from its delinquent status. Exceptions may be made for medical and other emergency situations.
- 6) The safety of Authority personnel will never be compromised in an effort to execute the turn off or turn on order, it will be the sole call of Authority management or supervisory personnel of the Authority as to the safety of processing any termination order.
- 7) All telephone and other correspondence pertaining to the termination of water service because of a delinquent sewage account must be directed to the Sewage Agency or other authorized sewage collection agents responsible for handling such inquiries. The Authority will not respond to inquiries regarding termination of water service resulting from sewage delinquency.

B. Authority charges for water termination service will be as follows:

- 1) Turn-Off: including those incidents when someone other than the Authority has by administrative error caused an improper termination. \$20.00
- 2) Turn-On: including those incidents when someone other than the Authority has by administrative error caused an improper termination. \$10.00
- 3) Research & Recording Charge: applied when the consumer's service is found to be off at the curb box for water delinquency, or any other reason, prior to an order being issued by the Authority for termination of service. This charge covers the Authorities expenses for maintaining and recording a record, and preventing resumption of service prior to payment of the delinquent sewage bill. \$5.00

C. Legal notification and Responsibility for termination of water service:

- 1) The Authority will cause its personnel to shut off water service to a premise in accordance with all applicable Authority rules and regulations, only after the Sewage Agency has provided the Authority with a written certification by an authorized official stating the following.
 - a) The name and address of the owner and/or occupant of the property, together with the mailing address of the owner and/or occupant;

- b) The due date of the delinquent sewage charges;
 - c) The date on which a written notice of intent to terminate water service was mailed to the person responsible for payment of the delinquent sewage charges and the date a copy of said notice was posted at the main entrance of the premise;
 - d) A statement that at least ten days have elapsed since the later of the date of mailing or the date of posting and that no statement of dispute or request for a hearing has been filed by the person liable for the sewage charge with the Sewage Agency within that period;
 - e) If the property is leased , a statement that the delinquent sewer charges were not incurred by a prior lessee; and
 - f) A statement that the Sewage Agency has complied with all other applicable federal, state and local laws and regulations with regard to notification of customers and posting of properties prior to termination of water service on account of failure to pay sewage charges.
- 2) The Sewage Agency agrees to abide by all rules and regulations of the Authority pertaining to the commencement and termination of water service to Authority customers.

D. Reimbursement for lost water revenue and Indemnification:

- 1) In addition to those other costs and fees set forth in this agreement, the Sewage Agency shall reimburse the Authority for its reasonably estimated loss of water revenue from each shut off under the terms of this agreement (53 P.S. section 2264). The estimated loss of water revenue shall be computed based upon the period of time during which the water supply is shut off but in no case shall the period of time used for this revenue reimbursement exceed 365 days. The calculation for lost water revenue shall be based on the average water revenue received by the Authority for the corresponding period of time one-year prior to the time of the shut off. If less than one year of revenue history is available to compute the estimate of revenue loss then the actual history available will be used for the calculation. Consideration will be given to such other factors as may have affected present or prior year's usage; all such estimation to be determined based upon the books and records of the Authority. The estimated loss of revenue shall be billed by the Authority to the Sewage Agency at the same time, in the same manner and subject to the same conditions as the Authority's billing would have been made to the customer if the water supply had not been shut off.
- 2) The Sewage Agency agrees to indemnify and save harmless the Authority from any and all claims, actions, pursuits, proceedings, costs, expenses, damages and liabilities, including attorney's fees and engineering fees arising out of, connected with or resulting from any act or omission of the Authority in connection with the termination or reconnection of water service to a premises pursuant to the request of the Sewage Agency due to non-payment of sewage charges.

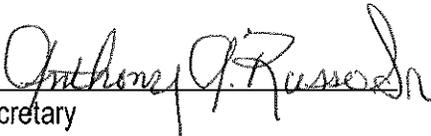
E. Termination of agreement or changes in fees of agreement:

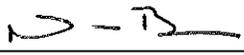
- 1) This agreement shall remain in full force and effect until such time as either party cancels it after giving to the other party ninety (90) days written notice of such intention to cancel.
- 2) The per unit charge (section B1, B2 and B3) for the services being provided by the Authority shall be subject to adjustment (increase or decrease) at any time upon the Authority giving ninety (90) days written notice to the Sewage Agency.

INWITNESS WHEREOF, the parties hereto have executed these presents by and through their respective authorized officers the 5th day of February, 2007.

ATTEST

WILKINSBURG-PENN JOINT
WATER AUTHORITY


Secretary


Chairman

(SEAL)

ATTEST

THE PITTSBURGH WATER AND
SEWER AUTHORITY


ASST. Secretary


Chairman

(SEAL)

CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the foregoing Public Utility Municipal Contract – Amendment between Wilkinsburg-Penn Joint Water Authority and The Pittsburgh Water and Sewer Authority d/b/a Pittsburgh Water related to a Water Service Termination - upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

Via Email Only (due to the current pandemic emergency)

Darryl Lawrence
Office of Consumer Advocate
ra-oca@paoca.org

NazAarah Sabree
Office of Small Business Advocate
nsabree@pa.gov
ra-sba@pa.gov

Allison Kaster
Bureau of Investigation and Enforcement
akaster@pa.gov

Dated: October 30, 2025

/s/ Monica Walaan

Monica Walaan, Esq.
Chief Legal Officer
The Pittsburgh Water and Sewer Authority
d/b/a Pittsburgh Water