



*MWalaan@pgh2o.com*  
*Direct Dial: 412.255.2289*

November 17, 2025

**VIA ELECTRONIC FILING**

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

**Re: Docket No. U-2025-3058242 – Public Utility Municipal Contract – Response to Technical Utility Services Data Request Set 2 Public Utility Municipal Contract between Wilkesburg-Penn Joint Water Authority and the Pittsburgh Water and Sewer Authority d/b/a Pittsburgh Water**

Dear Secretary, Homsher:

The Pittsburgh Water and Sewer Authority (“Pittsburgh Water”) respectfully submits the attached Response to the Bureau of Technical Utility Services Water/Wastewater Division Data Request Set 2 regarding the above-captioned matter.

Very truly yours,

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

Enclosures

cc: Darryl Lawrence, Office of Consumer Advocate  
Allison Kaster, Bureau of Investigation and Enforcement  
NazAarah Sabree, Office of Small Business Advocate  
Paul Zander, Bureau of Technical Utility Services

Penn Liberty Plaza I | 1200 Penn Avenue | Pittsburgh, PA 15222

**Phone:** 412.255.2423 | **Fax:** 412.255.2475 | **Email:** info@pgh2o.com | **Visit:** www.pgh2o.com

**The Pittsburgh Water and Sewer Authority's Response to the Bureau of Technical Utility Services Water/Wastewater Division, TUS Data Request Set 2 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 at Docket No. U-2025-3058242**

**U-3.** Please provide a copy of the referenced Water Service Termination Agreement dated February 5, 2007, between Wilksburg-Penn Joint Water Authority and PWSA.

**Response U-3**

**Please find a copy of the referenced Water Service Termination Agreement attached as Exhibit A which was included in the original Public Utility Municipal Contract filed on October 30, 2025.**

**The Pittsburgh Water and Sewer Authority's Response to the Bureau of Technical Utility Services Water/Wastewater Division, TUS Data Request Set 2 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 at Docket No. U-2025-3058242**

**VERIFICATION**

I, Julie Mechling, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

*Julie A. Mechling*

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Name: Julie A. Mechling

Title: Director of Customer Service

Date: November 17, 2025

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**Exhibit "A"**

**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:

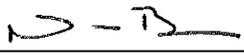
- 1) This agreement shall remain in full force and effect until such time as either party cancels it after giving to the other party ninety (90) days written notice of such intention to cancel.
- 2) The per unit charge (section B1, B2 and B3) for the services being provided by the Authority shall be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

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THE PITTSBURGH WATER AND  
SEWER AUTHORITY

  
*ASST.* Secretary

  
Chairman

(SEAL)

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**CERTIFICATE OF SERVICE**

I hereby certify that, in response to the Bureau of Technical Utility Services "TUS" Water/Wastewater Section Data Request Set 2, on this day I served a copy of the foregoing Response to TUS Data Request Set 2 regarding the Public Utility Municipal Contract between Pittsburgh Water and Sewer Authority d/b/a Pittsburgh Water and Wilksburg-Penn Joint Water Authority at Docket No. U-2025-3058242, 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

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

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

Paul Zander  
Water/Wastewater Section – Technical Utility Services  
pzander@pa.gov

Dated: November 17, 2025

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