



Teresa K. Harrold
Director, Corporate Counsel
852 Wesley Drive | Mechanicsburg, PA 17055
Phone: 717-550-1562 | Fax: 717-550-1255
teresa.harrold@amwater.com

May 15, 2024

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: Request for Approval of a Shut Off Agreement between
Pennsylvania-American Water Company and
Hazleton City Authority**

Dear Secretary Chiavetta:

On behalf of Pennsylvania-American Water Company, please find the attached Agreement for filing under Section 507.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Teresa K. Harrold".

Teresa K. Harrold

Enclosures

cc: All Parties on the attached Certificate of Service *(w/enclosures)(via electronic mail)*

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Request for Approval of a Shut Off Agreement between Pennsylvania-American Water Company and Hazleton City Authority	: : : : :	Docket No. U-2024-
---	-----------------------	---------------------------

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving the above-referenced Agreement upon the persons and in the manner indicated below, which service satisfies the requirements of 52 Pa. Code §1.54 (relating to service by a party).

SERVICE VIA ELECTRONIC MAIL ON MAY 15, 2024

Patrick Cicero, Consumer Advocate
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923

NazAarah Sabree, Small Business Advocate
Office of Small Business Advocate
555 Walnut Street
1st Floor, Forum Place
Harrisburg, PA 17101

Alison Kaster, Director
Pennsylvania Public Utility Commission
Bureau of Investigation and Enforcement
400 North Street
PO Box 3265
Harrisburg, PA 17105

Respectfully Submitted,



Teresa K. Harrold, Esquire (PA ID #311082)
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
Phone: (717) 550-1562
email: teresa.harrold@amwater.com

**Attorney for Pennsylvania-American
Water Company**

SHUT-OFF AGREEMENT

THIS AGREEMENT, by and between the Pennsylvania-American Water Company, a public utility corporation of the Commonwealth of Pennsylvania, with its principal place of business at 852 Wesley Drive, Mechanicsburg, Pennsylvania (hereinafter called "PAWC") and the HAZLETON CITY AUTHORITY, a Municipal Authority of the Commonwealth of Pennsylvania, with its principal place of business at 400 E. Arthur Gardner Parkway, Hazleton, Pennsylvania, (hereinafter called the "Authority").

WITNESSETH

WHEREAS, PAWC is engaged in supplying sewage service to the citizens and residents of _____ Hazleton _____, Pennsylvania (hereinafter, the "PAWC Service Area"); and

WHEREAS, the Authority, a corporation as aforesaid, is the owner and operator of a water distribution system serving its customers, many of whom are also located in the PAWC Service Area; and

WHEREAS, the Authority is authorized and required at the request and direction of the Township pursuant to the provisions of the Act of April 14, 2006, P.L. 85, No. 28, 53 P.S. Sections 3102.501, et seq., to shut-off the supply of water from its system to any premises in which the rentals, rates, and charges for sewer, or sewage treatment service supplied by PAWC are unpaid; and

WHEREAS, certain notice requirements relating to the shut-off of the supply of water are set forth therein and in the Act of November 26, 1978, P.L. 1255, No. 299, 68 P.S. Section 399.1 et seq.; and

WHEREAS, both parties believe that they should enter into a written agreement specifically setting forth the duties, obligations, responsibilities, and liabilities of each party to each other, and

such agreement is specifically authorized by Section 4 of the Act of April 14, 2006, P.L. 85, No. 28, 53 P.S. Section 3102.501 et seq.

NOW THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration set forth herein, and the covenants hereinafter expressed, the parties hereto do mutually agree as follows:

1. Upon written request by PAWC specifying a premises in the PAWC Service Area boundaries with regard to which the rentals, rates, and charges for sewer treatment service shall not have been paid for a period of at least thirty (30) days from the date thereof, the Authority shall proceed to shut-off the supply of water to such premises until it is advised in writing by PAWC that all such overdue rentals, rates and charges together with any interest thereon, have been paid or PAWC directs otherwise; PROVIDED HOWEVER, that said written request be accompanied by a statement on writing by an authorized officer of PAWC setting forth:
 - A. For any premises other than a residential building for which the landlord is the party responsible for the payment of sewer service:
 - i. That PAWC has given ten (10) days' written notice of its intention to request the Authority to shut-off the supply of water from its system to such premises to the property owner for the payment of such rentals and charges.
 - ii. That there has been posted a written notice via conspicuous note or placard to this effect at the main entrance to the premises, and
 - iii. That PAWC has not received a written statement under oath or affirmation from the property owner for the payment of the said rentals and charges stating that the said owner has a just defense to the claim or part thereof;
 - B. For any residential building for which the landlord, as property owner, is responsible for the payment of the sewer service:
 - i. That the termination notice contained the following:
 - a. the amount owed the sewer system by the landlord for each effected account;
 - b. the date on or after which water service will be discontinued;
 - c. the date on or after which PAWC will notify tenants of the proposed termination of water service and their rights which shall be the minimum notice required by law and required by this Agreement;

- d. a statement of the obligations of the landlord to provide PAWC with the names and addresses of every effected tenant or to pay the amount due to PAWC or make an arrangement with PAWC to pay the balance, including a statement that this list must be provided or payment or arrangement must be made within seven (7) days of receipt of the notice; and of the penalties and liability which the landlord may incur by failure to comply (a civil penalty of not more than \$500.00 for each day of failure to respond; plus a reasonable attorneys' fees);
- e. a statement of the right of the landlord to stay the notification of tenants by filing a petition with the Court disputing the right of PAWC to cause termination of water service.
 - ii. That at least seven (7) days after notice to the landlord and at least thirty (30) days before any termination of service, each tenant was provided notice of the proposed termination of water service, the notice containing:
 - a. the date on which the notice was rendered;
 - b. the date on or after which water service will be discontinued;
 - c. a statement of the circumstances under which service to the affected tenant may be continued;
 - d. the bill for the thirty (30) day period preceding the notice to the tenants;
 - e. a statement of the statutory rights of a tenant to deduct amount of any direct payment to PAWC from any rent payments then or thereafter due to be protected against any retaliation by the landlord for exercising such statutory right; and to recover any money damages from the landlord for any such retaliation;
 - f. a statement that the tenants may make payment to PAWC on account of nonpayment by the landlord only by check or money order drawn by the tenant to the order of the sewer system;
 - g. a telephone number at PAWC which tenant may call for an explanation;
 - h. a statement that the information in the notice to tenants was also posted by PAWC in those

common areas of the premises where it is likely to be seen by the affected tenants.

- i. the termination notice should be provided in writing onto the tenant as well as by placard on the tenant's entrance, if accessible, if not accessible to the individual tenant's entrance, then the termination notice should be placarded at the general entrance of the building.
- iii. That the landlord has not paid the amount due or made an arrangement to pay the amount;
- iv. That the landlord has not filed an unresolved petition with the Court disputing the right of PAWC to cause termination of the water service;
- v. That the tenants have not exercised their rights to continued service.

2. PAWC shall pay the Authority all costs associated with water shut-off including clerical and labor expenses of Authority employees. The aforementioned payment shall be made within fifteen (15) days of the Authority providing its bill for services of the actual time of Authority employees and expenses incurred with shut-off requests. In the event the Authority varies or amends its fee structure for water shut-off, the parties do hereby agree to enter into a separate writing acknowledging agreement for changes or amendments for the fees related to water shut-off.

PAWC and Authority do hereby agree that Authority may recover all other costs allowed under 53 P.S. §3102.505 including, but not limited to, estimated loss of water revenues resulting from such water shut-off. However, other than the actual costs of water shut-off to be billed to PAWC within fifteen (15) days of such shut-off, as above stated, all other costs and expenses allowable under 53 P.S. §3102.505 including, but not limited to, estimated loss of water revenues resulting from water shut-off shall be recovered by the Authority from the property owner at the time of water turn-on. The Authority shall collect such costs prior to the time of return of service.

3. PAWC shall provide any and all information necessary for effectuation of this Agreement onto the Authority which would include but not be limited to property owners, landlords, tenants, premises addresses, amounts of delinquencies, etc. It shall not be the responsibility of the Authority to ascertain or disseminate any information whatsoever in effectuation of this Agreement in that the sole responsibility rests with PAWC in this regard.

4. The sole responsibility of ascertaining and effectuating any and all notices required under both this agreement and the law rests solely with PAWC. It shall not be the responsibility of the Authority to provide any notices under this Agreement and the law and that the sole responsibility lies with PAWC in this regard.
5. The actual act of terminating the supply of water shall be performed by the employees of the Authority.
6. The Authority shall not be liable for any loss, damage, or other claim asserted by the owner, person, or corporation based on or arising out of the shutting off of such supply of water.
7. PAWC shall indemnify and save and hold harmless the Authority, its agents, officers, servants or employees from any such loss, damages other claim arising out of said activity pursuant to the terms of the Agreement regardless of the nature of suit brought whether in law or equity, administrative, federal court, state or administrative court.
8. This agreement may be terminated at any time for any reason upon the election of either party to this Agreement.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as executed hereto.

ATTEST:



(SEAL)

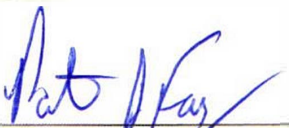
PENNSYLVANIA-AMERICAN WATER CO.

BY: 

Vice President - Operations

DATE: May 15, 2024

ATTEST:



Hazleton City Authority

Secretary

(SEAL)

HAZLETON CITY AUTHORITY

BY: 

Chairman/Vice Chairman

DATE: 4/25/24