



**Erin K. Fure**

Director, Corporate Counsel  
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VIA eFiling

December 3, 2025

Matthew L. Homsher, Secretary  
Commonwealth of Pennsylvania  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building, 2nd Floor  
400 North Street  
Harrisburg, PA 17120

**Re: Borough of Avis and Pennsylvania-American Water Company  
Shut-Off Agreement**

Dear Secretary Homsher:

Enclosed for filing with the Pennsylvania Public Utility Commission ("Commission"), please find a Shut-Off Agreement between the Borough of Avis and Pennsylvania-American Water Company dated October 24, 2025 (the "Agreement").

Pursuant to Section 507 of the Public Utility Code (66 Pa. C.S.A. § 507), the Agreement will become effective 30 days from the date the Agreement is filed with the Commission unless the Commission institutes an investigation determining the validity of the Agreement.

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

Sincerely,

A handwritten signature in blue ink that reads "Erin K. Fure".

Erin K. Fure

Enclosures

cc: Certificate of Service

## SHUT-OFF AGREEMENT

THIS AGREEMENT, made this 24 day of October, 2025, by and between the Borough of Avis, an incorporated municipality of the Commonwealth of Pennsylvania, having an office for the transaction of business at 503 Fairview Street (hereinafter called the "Municipality") and 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 17055, (hereinafter called the "Water Company").

### WITNESSETH

THAT WHEREAS, the Municipality is engaged in supplying sewage service to the citizens and residents of Avis Borough, Clinton County, Pennsylvania; and

WHEREAS, the Water Company, a corporation as aforesaid, is the owner and operator of a water distribution system serving the customers in the aforesaid area, under the applicable Rules and Regulations of the Pennsylvania Public Utility Commission; and

WHEREAS, the Water Company is authorized and required at the request and direction of the Municipality pursuant to the provisions of the Act of April 14, 2006, P.L. 85, 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, sewage or sewage treatment service supplied by the Municipality are unpaid and the claim or lien for such service has been assigned to the Municipality.

WHEREAS, certain notice requirements relating to the shut-off of the supply of water are set forth therein and the Utility Service Tenants Rights Act of November 26, 1978, P.L. 1255, No. 299, 68 P.S. Sections 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 the Act of April 14, 2006, P.L. 85, 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, and the covenants hereinafter expressed, the parties hereto do mutually agree as follows:

1. Upon written request by the Municipality specifying a premises in the Municipality's service area with regard to which the rentals, rates and charges for sewer, sewage or sewage treatment service shall not have been paid for a period of at least thirty days from the due date thereof, the Water Company shall proceed to shut-off the supply of water to such premises until it is advised in writing by the Municipality that all such overdue rentals, rates and charges, together with any interest thereon, have been paid or the Municipality directs otherwise; PROVIDED HOWEVER:

A. For any premises other than a residential building for which the landlord is the party responsible for the payment of sewer service, said written request must be accompanied by a statement in writing by a responsible officer of the Municipality setting forth:

- i. that the Municipality has given ten (10) days' written notice of its intention to request the Water Company to shut-off the supply of water from its system to such premises has been mailed to the person liable for the payment of such rentals and charges and the owner of the property or property manager,
- ii. that the Municipality has posted, at least ten days, a written notice to this effect at the main entrance to the premises, and
- iii. that the Municipality has not received, during the ten-day period, a written statement under oath or affirmation from the person liable 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 is responsible for the payment of sewer service, said written request must:

- i. Be provided to an agent of the Water Company at least 45 days in advance of the proposed date for service to be shut-off;
- ii. Be accompanied by a 37-day notice and 30-day notice in the form attached hereto as Exhibit A on the Municipality's letterhead for each customer for which shut-off of service is being requested to be posted by the Water Company;
- iii. Be accompanied by a copy of the bill for the prior billing period for each customer for which shut-off of service is being requested; and
- iv. Provide the agency names, addresses and phone numbers for: (i) the Department of Licenses and Inspections of any city of the first class; (ii) the Department of Public Safety of any city of the second class, second class A, or third class; and (iii) the city or county Public Health Department or in the event that such a department does not exist, the Department of Health office responsible for that county.

AND FURTHER PROVIDED that no occupant of said premises has produced a medical certification by a physician to be seriously ill or affected with a medical condition which will be aggravated by a cessation of water service or failure to restore water service, as provided for in 52 Pa. Code §§56.111-56.118, as amended.

2. The Water Company shall invoice the Municipality on a monthly basis for each of the premises for which shut-off was requested in the previous month and the Municipality shall pay to the Water Company the invoiced amount within thirty (30) days of receipt. Shut-off of service to any premises other than a residential building for which the landlord is the party responsible for the payment of sewer service under Section 1.A, above, shall be charged the sum

of Thirty Dollars (\$30.00). Shut-off of service to a residential building for which the landlord is responsible for the payment of sewer service under Section 1.B, above, shall be charged the sum of One Hundred and Twenty Dollars (\$120.00) each for multi-dwellings and Seventy- Five Dollars (\$75.00) for single dwellings, provided that such request for shut-off of service is completed. For shut-off requests that are not able to be completed because the 37-day notice sent by certified mail is unclaimed, the sum of Seventy-Five Dollars (\$75.00) will be charged. All of the aforementioned amounts are intended to cover the Water Company's cost of providing required notice, where applicable, and shutting off the water supply to each premises listed in such request. The Municipality shall also pay to the Water Company, upon its request therefore, the further sum of Thirty Dollars (\$30.00) to cover the Water Company's cost of restoring water service to each such premises. In the event that the actual cost incurred by the Water Company in discontinuing and restoring water service to any such premises is more than the charges described above, the Municipality shall remit the actual cost thereof to the Water Company based on time, material, transportation and other fixed charges. The fees fixed hereunder may be amended from time to time as agreed by the parties hereto.

3. The Water Company 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. The Municipality shall indemnify and save harmless the Water Company, its agents, officers, servants or employees from any such loss, damage or other claim arising out of said activity pursuant to the terms of the Agreement. Notwithstanding the aforementioned language, the Municipality shall not be responsible for any loss, damage or claim asserted by said owner, person or corporation due to negligence on the part of the Water Company, its agents, officers, servants or employees, while performing any services for the Municipality pursuant to this agreement.

4. If a dispute shall arise between the parties hereto regarding any of the provisions of this Agreement, such dispute may be submitted by either of the parties to the Pennsylvania Public Utility Commission whose decision, unless reversed on appeal, shall be final.

5. This Agreement may be terminated by either of the parties hereto by ten (10) days' written notice given to the other party at its principal place of business.

6. This Agreement shall become effective thirty (30) days after the Water Company 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.

7. The Water Company shall have the right to increase the charged amounts in Section 2, above, from time to time, in the event that the cost to the Water Company for performing the service hereunder increases, upon sixty (60) days' written notice to the Municipality. It is further understood and agreed that the aforesaid amount of Thirty Dollars (\$30.00) for the shutting off and restoring of water service under the provisions of this Agreement shall be automatically increased to coincide with the charges for shutting off water service and restoring water service contained in the Company's tariff as on file with and approved by the Pennsylvania Public Utility Commission from time to time.

8. Notwithstanding the provisions of this Agreement, it is understood and agreed by the parties hereto that the Water Company shall be required to comply with any existing regulations of the Pennsylvania Public Utility Commission, including but not limited to those

relating to notice before termination, and in addition to providing any notice that might otherwise be required under this contract or any applicable law or ordinance.

9. This Agreement supersedes and repeals any prior agreement, contracts, and understanding, written or oral, by or among the parties hereto with respect to the subject matter contained herein. This Agreement contains the entire agreement among the parties hereto, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested by their proper officers and their respective seals to be hereto affixed the day and year first above written.

This Agreement will be effective on the 24 day of October, 2025.

ATTEST:

Brian J. Stove

Secretary  
(SEAL)

BOROUGH OF AVIS

BY:

John Raab

President  
(Title)

ATTEST:

Ed Fure

Asst. Secretary  
(SEAL)

PENNSYLVANIA-AMERICAN WATER COMPANY

BY:

[Signature]

12/1/2025

(Vice) President



**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**In re: Borough of Avis and Pennsylvania-  
American Water Company – Shut-Off  
Agreement** :  
: **DOCKET NO: U-2025-\_\_\_\_\_**  
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**CERTIFICATE OF SERVICE**

I hereby certify and affirm that I have this day served a true and correct copy of the Shut-Off Agreement between the Borough of Avis and Pennsylvania-American Water Company, on the following persons, in the manner specified below, in accordance with the requirements of 52 Pa. Code Section 1.54:

**VIA ELECTRONIC MAIL**

Darryl Lawrence  
Consumer Advocate  
PA Office of Consumer Advocate  
555 Walnut Street  
5th Floor, Forum Place  
Harrisburg, PA 17101-1923  
E-Mail – [ra-oca@paoca.org](mailto:ra-oca@paoca.org)

NazAarah Sabree  
Small Business Advocate  
PA Office of Small Business Advocate  
555 Walnut Street  
1st Floor, Forum Place  
Harrisburg, PA 17101  
E-Mail – [ra-sba@pa.gov](mailto:ra-sba@pa.gov)

Allison Kaster  
Director and Chief Prosecutor  
PA Public Utility Commission  
Bureau of Investigation and Enforcement  
400 North Street, 2nd Floor West  
Harrisburg, PA 17120  
E-Mail – [akaster@pa.gov](mailto:akaster@pa.gov)



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Erin K. Fure (Pa. No. 312245)  
Pennsylvania-American Water Company  
852 Wesley Drive  
Mechanicsburg, PA 17055  
[erin.fure@amwater.com](mailto:erin.fure@amwater.com)  
717-550-1556

Dated: December 3, 2025

*Counsel for  
Pennsylvania-American Water Company*