

## **SHUT-OFF AGREEMENT**

**THIS AGREEMENT**, made this 15<sup>th</sup> day of March, 2021, by and between the **CITY OF WARREN**, a municipal Third Class City with Home Rule Charter of the Commonwealth of Pennsylvania, having an office for the transaction of business at 318 West Third Avenue, Warren, Pennsylvania 16365 (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").

### **W I T N E S S E T H**

**THAT WHEREAS**, the Municipality is engaged in supplying sewage service to the citizens and residents of the City of Warren, Warren 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. ("USTRA"); 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.

**EXHIBIT A**  
**Form of Notices**

Today's Date \_\_\_\_\_ (PAWC to fill in)

Landlord Ratepayer Name: \_\_\_\_\_

Landlord Ratepayer Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

For Service to Property Located at:  
\_\_\_\_\_

Sewer Account Number \_\_\_\_\_

Pay Before \_\_\_\_\_ (PAWC to fill in)

Pay This Amount: \$ \_\_\_\_\_

**IMPORTANT: 37 DAY SHUT OFF NOTICE**

Please read and take the steps needed to prevent your water service from being shut off.

Payment on your sewer account is overdue. If payment is not received, your water service may be shut off on or after \_\_\_\_\_ (PAWC to fill in). You can prevent discontinuation of water service by paying the amount printed above.

TO STOP THE SHUT OFF, YOU MUST PAY THE AMOUNT OVERDUE OR YOU MUST CALL US AT \_\_\_\_\_. You may also contact us for payment options.

YOUR TENANTS WILL BE NOTIFIED. We will notify your tenants on or after \_\_\_\_\_ (PAWC to fill in) that service will be shut off. At that time, we will also inform them of their rights under the Utility Service Tenants Rights Act ("USTRA"). USTRA states that within seven (7) days of the date you receive this notice, you must give us the names and addresses of the affected tenants, unless you pay the total past due amount or make satisfactory payment arrangements with us. You may have to pay liquidated damages of not less than \$500 for each day you do not give us this tenant information. To provide the names and addresses of the affected tenants, call us at \_\_\_\_\_ or write to us at \_\_\_\_\_.

\_\_\_\_\_ . To avoid the notification of your tenants, you may file a petition in court to dispute the right to discontinue service.

If we shut off your tenants' service, you will have to pay the past due amount and a Turn-On Charge of \$ \_\_\_\_\_.

Please Note: We may not be able to restore your service until 5:00 p.m. the next business day after receiving payment. If you have questions about this notice or your bill, please call us at the number listed above.

Sincerely,

Sewer Municipal Entity's Name

Today's Date: \_\_\_\_\_ (PAWC to fill in)

For Service to Property Located at \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Sewer Account Number \_\_\_\_\_

### **30 DAY SHUT OFF NOTICE TO OCCUPANT**

**Please read and take the steps needed to prevent your water service from being shut off.**

**IMPORTANT NOTICE TO TENANTS WARNING: YOUR WATER SERVICE MAY BE SHUT OFF ON OR AFTER \_\_\_\_\_ (PAWC to fill in) BECAUSE OF NON-PAYMENT OF SEWER CHARGES.**

**TO STOP THE SHUTOFF OF YOUR UTILITY SERVICE, YOU MUST DO ONE OF THE FOLLOWING THINGS:**

1. You can join with the other tenants to apply to have service continued or resumed. Service will not be discontinued or will be resumed if the tenants pay the amount equal to your landlord's sewer bill for the 30-day period preceding this notice. A copy of that bill is enclosed. Payments may be made only by check or money order payable to:

\_\_\_\_\_.

2. By law, you may deduct the amount that you made for the sewer bill from your rent due now or in the future. We will tell your landlord how much you paid for the utility service. Your landlord may not retaliate against you for exercising your right to make payment to prevent the shut-off. You have the right to recover monetary damages from the landlord for any retaliation that the landlord takes against you for exercising your rights as a result of this notice.

#### **ADDITIONAL INFORMATION:**

1. The amount of the bill which must be paid to continue service is \$\_\_\_\_\_.
2. Your landlord cannot punish you if you pay the utility bill. Your landlord cannot raise your rent, cannot evict you and cannot retaliate against you in any other way for paying the utility bill and deducting it from your rent.
3. You have the right to dispute the accuracy of the bill and have certain other rights.

#### **FOR MORE INFORMATION**

If you have any questions about this notice or bill, please call us at

\_\_\_\_\_.

Sincerely,

Sewer Municipal Entity's Name