

**Municipal Authority of the Borough of Portage**

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**RATES, RULES AND REGULATIONS**

**AND**

**CONDITIONS OF SERVICE**

Certified to be a true and correct copy

Attest: \_\_\_\_\_  
Dennis Beck, Secretary

(Seal)

Revised and Re-adopted April 7, 2005

**Municipal Authority of the Borough of Portage  
Rates, Rules and Regulations - Conditions of Service**

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<b>SCHEDULE OF RATES</b>		
<b>CONNECTION FEES</b>		
Water Shut off Fee	\$35.00	
Water Turn On Fee	\$35.00	
Tap-In Fee	3/4 to 1 inch	\$ 1,000.00 plus costs, (see Rule 5)
	1 1/4 inch and larger	\$1,000.00 or time and materials plus 10%, whichever is greater
Customer Deposit	\$100.00	
Returned Check Charge	\$20.00, plus bank charges	
Missed Appointment Fee	\$25.00	
Thawing Frozen Lines	\$100.00	\$100.00 per hour after the first hour
Repair Frozen Meter	\$35.00	
After Hours Service Calls (after 4:30 PM and Weekends and Holidays)	\$35.00	\$35.00 after the first hour
<b>WATER FOR BUILDING PURPOSES AND TEMPORARY USE</b>		
Building Construction	Single-Family Home	Flat Rate
	Other Buildings	Regular Meter (minimum) Rates
Installing and Disconnecting Hydrant Meters		\$75.00 plus water used at regular consumption rates
<b>WATER USAGE CHARGES</b>		
For consumption in any one month period as recorded by meter.		
First 2,000 gallons	per thousand gallons, or part thereof	
Next 8,000 gallons	per thousand gallons, or part thereof	

Above 10,000 gallons		per thousand gallons, or part thereof
Minimum Monthly Bills (capacity charge based on size of meter)		
5/8" - \$15.68	1 1/4" - \$48.72	
3/4" - \$26.19	1 1/2" - \$48.72	4" - \$187.52
1" - \$32.20	2" - \$71.25	6" - \$298.16

## ARTICLE I. ESTABLISHMENT

The Municipal Authority of the Borough of Portage establishes and does hereby adopt the following Rules and Regulations which are a part of the service contract with every water consumer, person served and any political subdivision who takes water service and every customer, by accepting and taking of the water service, agrees to be bound thereby as they exist on the date service is obtained and as they may change from month to month.

## ARTICLE II. DEFINITIONS

The following words and terms are used in these Rules and Regulations and shall be construed or defined as follows, unless the context clearly indicates otherwise:

**"Account Settlement"** A delinquent bill or other amount owed may be settled by payment in full at the offices of the Authority, or by entering into a payment plan approved by the Authority. Payment of a delinquent amount at another collection center may not be recorded prior to water termination or imposition of collection fees.

**"Authority"** means Municipal Authority of the Borough of Portage.

**"Commercial" or "Commercial Establishment"** shall mean any premises connected to the water system either used for other than exclusively residential purposes, or a group of residential units served by a single meter.

**"Consumer" or "Customer"** may be a person, partnership, association or corporation, or other entity and shall mean anyone to whom water is supplied by the Authority, whether as owner or tenant.

**"Cross-Connection"** is any pipe, valve or any other physical connection, arrangement or device connecting the pipelines of the Authority or facilities, directly or indirectly connected therewith, to and with pipes or fixtures by which any contamination might be admitted or drawn from lines other than the Authority's into the main distribution system or into lines connected therewith.

**"Customer Account Delinquency"**: A customer account is delinquent if an amount billed to a customer remains unpaid for more than thirty days, or if a payment due under a payment plan is not made on the date due. A customer is any person who has applied for and been approved for water service at a specific address, and includes all household members residing therein.

**"He"** shall include **"She"** and corporate or organizational entities.

**"Landlord"**: A landlord is an owner of a property in which a customer resides.

**"Owner"** shall include anyone in whose name any property being supplied water by the Authority is recorded in the Office for Recording of Deeds for the County of Cambria, Pennsylvania.

**"Water System"** means all the facilities of the Authority for the supplying of water to the Authority's consumers.

### ARTICLE III. SERVICE CONNECTIONS

**3.1. Application for Service** - Any owner desiring the introduction of a service line or lines from the Authority's main into his or her premises, must first make written application on the form furnished by the Authority, at least one week before service is required and the guarantee that such service will continue for at least one year and the exact time when the trench from curb to the property will be ready for making the connection.

**3.2. Service to Be Provided in Name of Property Owners** - The application for new service connection must be signed by all of the property owners, or their duly documented, authorized agent, which application shall together with the Rules and Regulations of the Authority, regulate and control the service of water to such premises. Bills, where the customer is the owner, or duplicate bills where the customer is a tenant, shall be issued in the name of the property owner(s) at an address provided on the application.

**3.3. Connection Fee** - The application for new service connection must be accompanied by a capacity fee of \$1,000.00 per equivalent domestic unit connected. In addition to the capacity fee, the applicant must reimburse the Authority for the cost of any extension required from the main, any paving or street opening permit required, the cost of paving such opening or openings as may be made in any street or highway, and the cost of any drilling or boring under any street or highway in connection with the installation of the service line covered by the application and any costs for special materials not normally required for a residential connection.

**3.4. Authority to Make Connection** - Upon the approval of the application of any property owned for a supply of water and the payment of the above listed charges, the Authority will tap the main, insert a corporation cock, carry service pipe to curb and install curb stop and service box. No customer or owner shall make a connection into the Authority's water system.

**3.5. Location of Service Line** - The location of the service line will be designed by the Authority and no service line shall occupy the same trench with any facility of a public service company, or be within four feet of any open excavation or vault unless such installation plan shall have been previously authorized and approved by the Authority as evidenced by its written permission.

**3.6. Time for Connection** - No service connection will be installed during the period that street openings are prohibited by municipal regulations, nor at any time when in the judgment of the Authority working conditions are unfavorable for installation either by reason of weather,

temperature, conditions of the soil or otherwise.

**3.7. Changing Location of a Service Line** - When the owner desires a change in location or size of an existing service line, the entire cost of the change shall be borne by the owner.

**3.8. Authority Maintenance Responsibility** - The Authority will be responsible for the maintenance and repairs of the service line between the main and the curb stop.

**3.9. Service Lines to be on Owners Property** - Service lines will not be installed from the main to the curb when the service line from the curb to the premises passes over or through premises which at the time may be the property of persons other than owner of the premises to be supplied, unless the owner of the premises being supplied with water assumes the liability.

**3.10. Owners Maintenance Responsibility** - The service line beyond the curb stop shall be installed and maintained by and at the expense of the property owner. The portion of the service line installed by the property owner shall be not less in size and quality than the service line in the street laid by the Authority and shall be laid not less than 4 feet below the surface and not less than 4 feet distant from any open area or vault and shall not be covered until the tap on the main is made and the service line tested. If any defects in workmanship are found, the service shall not be turned on until such defects are remedied. The Authority is not assuming responsibility to inspect and discover such defects.

**All plumbing connections shall be able to withstand a pressure of at least 150 pounds per square inch.**

A compression stop and waste cock shall be installed by the applicant in each consumer service line immediately inside the basement wall between the basement wall and the meter. If such a service line is 1-1/2 inches or larger in diameter, the applicant shall also install a stop on the outlet side of the meter. In the event the pressure in a service line inside the basement wall is deemed excessive by either the Authority or the applicant, the responsibility of installing a pressure regulator and all costs thereof, will be borne by the applicant. A backflow prevention device as determined by the Manager to be suitable and appropriate for the anticipated flows, property uses and site conditions shall be installed prior to service being initiated pursuant to Sections 7.7 through 7.10 hereinafter set forth.

**3.11. Owner Responsible for Leaks in Service Line** - The service line from the curb stop to the premises shall be kept in good condition by the property owner under penalty of termination of service by the Authority and the Authority shall not be responsible for damage done by water escaping therefrom. An owner who fails to maintain a service line, located prior to a meter, shall be responsible for payment of the cost of the estimated amount of loss, where the amount of loss is certified by the Authority's Professional Engineer, within a reasonable degree of certainty.

**3.12. Prohibition on Operating Curb Stop** - Under no circumstance shall any person not authorized by the Authority open, close or otherwise operate the curb stops or street valves in any public or private line.

**3.13. Authority to Locate Meters and Remote Readers** - The Authority reserves the

exclusive right to determine when and where meters and remote readers shall be installed. If the Authority decides that the meter is to be placed within the building, the consumer will provide free of charge and expense to the Authority, an easy accessible place in the cellar near the entrance of service pipes to cellar, with a stop and waste cock at the inlet side of the meter. If the Authority decides that the meter is to be placed outside of the building, it must be placed in an approved meter box, provided by the Authority at the expense of the owner, and must have suitable stop and waste valves approved by the Authority.

The owner shall also provide a location suitable to the Authority on the outside of the building for the placement of the remote reader. The area around the remote reader shall be kept free of obstructions.

**3.14. Authority to Size Meters for Use** - The Authority shall determine the size of the meter to be installed based on the service sought and will furnish and set meters and connections free of charge other than for temporary uses. The meter and connections shall remain the property of the Authority, and access to same for reading of the meter, inspection, testing, repairs, etc., must be permitted at all reasonable times by the consumer. The Authority may change the size of meter for a service which has already been installed.

**3.15. Areas Which Do Not Meet Minimum Pressures** - No new service shall be installed in areas which do not currently meet the PADEP mandated minimum system pressures. No new service shall be installed where in the reasonable determination of the Authority, the use of the service would reduce the pressure in existing service areas below the State mandated minimums.

Where existing service lines are below the mandated minimum pressure, the Authority assumes no responsibility for increasing the pressure thereto.

#### ARTICLE IV. WATER SERVICE

**4.1. Application for Water Service** - Every person, owner or tenant, desiring water service shall make signed application on the form furnished by the Authority at least three days before service is required. Tenant Applications shall contain the signature of and be deemed to be from every adult person residing in the household. The application in the case of a tenant shall contain the signature of the owner(s) together with an address and the phone number where (he, she, they) can be contacted. All applications are taken subject to approval of Authority. In cases of tenant initiated service, duplicate bills shall be issued month to owner and tenant

**4.2. New Owner(s) or Customer(s) Require New Application** - A new application must be made and approved by the Authority upon any change in ownership of property, change in tenants, (in the case of tenant initiated service) and the Authority shall have the right upon five days' notice to discontinue the water supply until such new application has been made and approved. If a prior customer has an outstanding sewage or water bill or service charge in an amount greater than \$50.00, no new service shall be established, in that customers name, or for a tenant initiated account to a household of which he is a member, until payment has been received or a payment plan has been approved. Amounts less than \$50.00 may be transferred to the new account.

**4.3. Water Contracts are Month to Month** - All contracts for water shall continue in force from month to month, but either party may cancel contract by giving three days' written notice that the contract shall terminate. For service beginning during a quarterly period, the minimum charge shall be prorated on a monthly basis. In cases where water is turned off and the meter removed, no further charge for water service will be made until service is again restored. A charge of \$35.00 will be made to turn off a service and another charge of \$35.00 to turn a service back on.

**4.4. Customer Vacating Premises Served** - Any customer vacating a premise for which water service is provided must give notice (either in person or in writing) to the Authority at its office located at 606 Cambria Street, Portage, PA 15946, so that the service may be turned off at the curb. Customers failing to give such notice shall be responsible for payment of water bill until date proper notice was given

**4.5. Cancellation of Application** - The Municipal Authority of the Borough of Portage reserves the right to cancel an application for reasons which are not in the best interest of the Authority, for misrepresentation or failure to provide material facts relevant to the service. Such cancellation will be effective after a five (5) day notice has been given to the new occupant. The Authority may also cancel the application for reason that the applicant currently has outstanding unpaid sewer bills which were not disclosed by the applicant at the time of application.

**4.6. Separate Services** - Separate applications must be made and separate metered service with separate outdoor shutoff must be provided for all separately occupied or separately leased properties, so as to be capable of being defined as a tenant under the law regulating the discontinuance of service to leased property found at 66 Pa. C.S.A. §1521, et seq., which would include but not be limited to the following illustrative cases:

(a) For each building under one roof owned or leased by one party, and occupied as one residence or business, every single house must have a separate meter and all double houses and rows of houses or apartment units must have a separate meter for each tenant; or

(b) For each combination of buildings owned or leased by one party in one common enclosure and occupied by one family or business; or

(c) For each side of a double house having a solid vertical partition wall; or

(d) In such other cases as to the Authority shall seem proper and advisable under the circumstances."

**4.7. No Supply to Others** - No consumer or any premises supplied with water by the Authority will be allowed to supply other persons or families or other premises except by written permit from the Authority.

Consumers who violate this rule may have their water shut off on 5 days' notice, and it may remain so until the Authority is satisfied that the Rules and Regulations will be observed.

**4.8. Dual Customers - Share Responsibility.** When two or more consumers are supplied through a single service pursuant to permission previously granted by the Authority, any violation of the rules of the Authority by either or any of said consumers shall be deemed a violation as to all and the Authority may take such action as could be taken against a single consumer except that such action shall not be taken until the innocent consumer, who is not in violation of the Authority's rules, has been given reasonable opportunity (5 days) to attach his pipes to a separately controlled service connection. All new construction shall comply with Rule 4.6 and have separate services for separate uses, and upon the change of ownership of any property previously operated contrary to Rule 4.6, prior to resumption of service in the name of the new owner, separate services and shutoffs shall be provided.

**4.9. Dual Customers - Separate Water Turnoffs.** In case two or more consumers are supplied with water from the same service pipe, pursuant to written permission of the Authority, a distinct and separate curb stop and curb box will be provided for each consumer.

**4.10. Contractor's Permit -** Contractors, builders, or others will be required to obtain a written permit from the Authority before using water for any of their several construction purposes. The Authority may require a guaranty deposit from contractors and builders.

## ARTICLE V. DEPOSITS

**5.1. Customer Deposit -** Deposits may be required from customers requesting temporary service (for a period of less than thirty (30) days) in the amount equal to the cost of the meter and related equipment needed to install the service plus anticipated usage. Deposits may be required from all other consumers provided that in no instance will deposits be required in excess of the estimated total gross bill for any two billing periods plus one month, (the maximum period not to exceed seven (7) months) with a minimum of \$75.00.

**5.2. Return of Deposit -** Deposits shall be returned to the depositor when he/she shall have paid undisputed bills for service over a period of twelve (12) consecutive months or upon discontinuance of service by the consumer and payment of all charges due. Any consumer having secured the return of a deposit will not be required to make a new deposit unless the service has been discontinued or the consumer's credit standing becomes impaired through failure to comply with policies of the Authority.

**5.3. Payment of Undisputed Bills -** The payment of any undisputed bill, within the meaning of this policy, shall be payment of the bill, with or without discount or penalty, within fourteen (14) days of the date of the bill. The payment of any contested bill, payment of which is withheld beyond the period herein mentioned and the dispute is determined in favor of the consumer, shall be made by the consumer within ten (10) days thereafter.

**5.4. Interest on Deposits -** No interest will be paid on deposits.

**5.5. Deposits Not Applied to Bill -** Any consumer having made a deposit shall pay his/her

bills for water service as rendered in accordance with the rules, policies and procedures established by the Municipal Authority of the Borough of Portage. The deposits shall not be considered as payment on the individual's account during the time the consumer is receiving water service.

**5.6. Deposit for Temporary Water Service** - Water for temporary purposes at the option of the Authority may be furnished by metered service. The Authority will install and disconnect the meters, the deposit for which shall be payable at the time the permit is granted. All temporary consumers will specify the exact length of time the meter connection will be needed. An extension, if needed, can be obtained by notifying the Authority before the time period requested has elapsed. If an extension request is not received, the meter will be removed and the account settled. All 3-inch hydrant meters that need to be moved to a different location for the same consumer must be moved by the Authority or its designated agent. If a meter is moved without authorization, the user will forfeit all of the deposit and the meter will be confiscated.

## ARTICLE VI. TERMS OF PAYMENT

**6.1. When Charges Due** - All bills will be rendered on a monthly basis rather than a quarterly basis. Meter readings shall be continued on a quarterly basis as heretofore set forth, and billings for the first two monthly periods of each quarter shall be estimated, with the third monthly billing of the quarter to be adjusted to the meter reading. Bills must be paid at the office of the Authority at 606 Cambria Street, Portage, PA 15946, within fourteen (14) days of the date of the bill. A bill for service to the Commonwealth of Pennsylvania, United States Government, or any department or institution thereof must be paid within thirty (30) days of the date of the bill. Charges for building purposes and other temporary uses shall be payable on demand.

A penalty of 10% of the amount unpaid shall be applied to a customer's bill where such bill is unpaid for more than twenty (20) days.

**6.2. Customer to Pay for all Water Delivered, Adjustment** - Unless a customer is specifically instructed by the Authority, in writing, to run water, all water passing through a meter shall be charged for at the regular rate and except as stated hereinafter, no allowance will be made for excessive consumption due to leaks or waste. The quantity of water recorded by the meter shall be conclusive upon both the consumer and the Authority except when the meter has been found by test to be registering inaccurately or not to have been registering for any period.

Where a leak or act of vandalism has occurred, and is verified by Authority personnel, and which the customer promptly corrects, the customer shall be eligible for a one-time adjustment of a single monthly bill to average bill, average to be calculated over the last twelve months. The one time adjustment is intended to be over the a period of the applicants ownership, tenancy or one year period, which ever is less.

**6.3. Testing of Water Meters** - At the written request of a consumer the Authority will make a test of the accuracy of the meter supplying his premises, if so desired, in his presence or that of his authorized representative. Each request for the test of a meter for accuracy shall be accompanied by a deposit in an amount governed by the size of the meter as follows: 5/8" to 1"

meters, inclusive, \$20.00 per meter; other meters shall be tested at a cost of time and materials plus 10%. If the meter so tested shall be found to have an error in registration of less than four (4%) percent, the deposit required shall be retained by the Authority as compensation for such tests; if the error in registration is found to be four (4%) percent or more, then the cost of the test shall be borne by the Authority and the amount of the deposit shall be returned to the consumer.

**6.4. Adjustment of Charges for Inaccurate Meter** - If a meter is found to be in error at any test by more than four (4%) percent, an allowance or charge shall be made to the customer by the Authority, equal to the excess or deficiency in quantity charges to the customer, figured back from the date of test through the entire period of the current bill, unless it can be shown that the error is due to an accident or other cause, the exact date of which can be determined, in which case it shall be figured back to such date.

**6.5. Termination of Service for Delinquent Bills** - The primary method of collection of delinquent amounts shall be through water termination procedures instituted against a delinquent customer. Water termination procedures shall be instituted if (1) an amount of more than \$50.00 is overdue for more than thirty days, or, (2) an amount which is overdue for more than sixty (60) days.

In either event, customers will be provided with at least a 48-hour notice of termination, placed on the property serviced. Failure to settle the bill within the 48-hour period will result in termination of service. If payment under a payment plan is not made when due, the service may be terminated on the next day, without further notice.

**6.6. Liens Against Property:**

A. A lien shall be placed against property served in which an account, final or current, owes at least \$100.00 for a period of sixty (60) days, unless a customer or landlord is current under a payment plan.

B. When the Authority is informed of a pending transfer of property and provides information on final amounts due, a notice shall be provided to the settlement agent that liens or other enforcement notices may be instituted unless a guarantee of payments of amounts listed is provided in writing to the Authority within two (2) business days.

C. The Authority agrees that it shall not file liens against a landlord for tenant delinquencies so long as the landlord has agreed to and is strictly complied with all of the following;

- 1) Landlord notifies the Authority in writing within 5 days of any change in tenancy, including the names of all adult tenants, and,
- 2) Landlord agrees to an automatic transfer of water account into landlords name upon tenant moving and a final reading being made, and,
- 3) Landlord signs an agreement with respect to the same for each property, and,
- 4) Landlord shall cooperate fully with Authority efforts to collect tenant accounts, including providing post tenancy contact information.

**6.7. Payment Plans** - Payment plans will be offered as a means to permit customers with delinquent balances to obtain or maintain water service. Payment plans shall require payment in full within two (2) weeks or a fifty (50%) percent lump sum down payment and two monthly lump sum payments of twenty-five (25%) percent each thereafter, in addition to monthly consumption charges. A customer who fails to meet the requirements of a payment plan shall not be offered an additional payment plan.

The Authority Board may consider alternate payment plans in special circumstances.

**6.8. Medical or Other Hardship** - The Authority may delay the imposition of a termination up to seven (7) days, where the customer presents proof of medical or other hardship. The delay in termination is solely for the purpose of permitting the customer to acquire the resources necessary to enter a payment plan. A delay will not be granted for hardship where a customer has failed to meet their commitments under a prior payment plans.

**6.9. Costs and Penalties** - Liens shall carry legal interest from the date of first notice. A reimbursement of attorney's fees and other costs of the Authority shall also be assessed in the amount of \$35.00 per lien. Where bills are settled after a warning letter is sent, a fee of \$5.00 will be assessed and placed on the next water bill. Where Scire Facias is instituted to enforce a lien, all actual costs of the litigation, filing fees and title search shall be assessed.

6.10 Owners of property leased to other shall

## ARTICLE VII. CONDITIONS OF USE

**7.1. Authority not Liable for Damage to Plumbing** - The Authority shall not be responsible or liable for damage resulting from leaks broken pipes or from any other cause occurring to or within any house or building. It is expressly stipulated by and between the Authority and the consumer that no claims shall be made against the Authority due to the bursting or leaking of any main or service pipe or any attachment to the said Water System. It is the responsibility of every customer of the water system to install and maintain such plumbing devices as the customer may determine to be necessary to prevent property damage or personal injury from high pressure, service interruption or other foreseeable fluctuation in the water system.

**7.2. Owner Responsibility** - Owners and customers, in the case of tenant initiated service, shall be jointly and severally responsible to maintain the service line from the curb stop to the premises served and all internal plumbing in a manner that can withstand pressures from the water main of at least 150 psi. Owners are responsible for maintaining internal plumbing in a manner which can withstand the pressures and strains created in their own system without relieving pressure or water back to through the curb box.

**7.3. Release of Liability** - The Authority shall not be liable for any damage resulting from leaks, broken pipes, or from any other cause occurring to or within any house or building; and it is

expressly stipulated by and between the Authority and the consumer that no claims shall be made against the said Authority on account of the bursting or breaking of any main or service pipe or any attachment to the said Water Works.

7.4. **Customers to Maintain Sufficient Heat in Premises Served** - Customers are responsible to maintain heat in the premises sufficient to prevent the freezing of the Authority's meter, and backflow device, or other items provided to the customer as part of the service.

7.5. **Customer Liable for Damage to Meter and Equipment** - Meters will be maintained by the Authority so far as ordinary wear is concerned, but loss or damage due to freezing, hot water, or external causes shall be paid for by the customer. In case payment for any such loss or damage is not made within ten (10) days after presentation of the bill, the Authority may shut off and discontinue the supply of water to the consumer until all proper charges are paid.

7.6. **Discontinuance of Service** - The Municipal Authority of the Borough of Portage reserves the right to discontinue water service for nonpayment of delinquent water bills (see rule 6.5), subject to requirement of 66 Pa. C.S.A. § 1521, et seq., or for neglect or refusal to comply with the Authority's policies after first having exhausted all attempts to resolve the problem and giving the owner a five (5) day written notice, (except that service may be terminated without notice upon discovery of a cross-connection). Service so discontinued or shut off temporarily at the request of the owner shall not be restored until a turn-on fee has been paid to the Authority.

Water service under an application may be discontinued for any of the following reasons:

- A. Application misrepresentation - such as property or fixtures to be supplied or the use of the water supply.
- B. For the use of water for any other property or purpose than that described in the application.
- C. For the waste of water through improper or imperfect pipes, fixtures or otherwise.
- D. For failure to maintain, in good order, connections, service lines or fixtures for which consumer or owner is responsible.
- E. For tampering, obstructing and/or vandalizing any service pipe, meter, curb stop, seal or other equipment owned by the Authority.
- F. Cases where the property served by the Authority becomes vacated.
- G. For any violation of the Authority's Policies, Procedures, Rules and Regulations.
- H. For neglecting to make payments of any charges established by the Authority, (see Rule 6.5).
- I. For establishing any cross-connection.

J. The Authority shall have the right to cut off service without notice in cases of breakdowns or for other unavoidable causes, or for the purpose of making necessary repairs, connections, etc. reasonable notice will be given when practicable. In no case shall the Authority be liable for damage or for the inconvenience suffered.

K. For refusal of access to property by a representative of the Authority providing photographic identification, for the purpose of inspection, meter reading, maintaining or removal of meters or other equipment of the Authority.

L. For refusal to conserve water during periods of restricted water use and supply.

M. For failure to pay for sewer service when termination is requested by the sewer service provider pursuant to State Law.

**7.7. Back Flow Prevention, Phase 1** - By January 1, 2006, all existing industrial accounts and commercial accounts which utilize hazardous chemicals or have equipment other than simple plumbing connected directly to water lines must have installed approved double check valve back flow control devices. The Manager may require quicker compliance where a hazard is perceived, as a result of the account's plumbing configuration or materials dealt with at the account location. The owner of a commercial or non-residential site shall be responsible to install and maintain in good working order a backflow device approved by the Authority. The owner of a property served by water shall be responsible for providing proof of testing, of the backflow preventer by a registered plumber certified in the installation and inspection of backflow prevention devices on an annual basis. Failure to install, maintain or test a backflow device shall be considered the establishment of a cross-connection.

**7.8. Back Flow Prevention, Phase 2** - By January 1, 2009, all existing commercial accounts and multi-family residential dwellings, not covered in Rule 7.7 above, must have installed approved double check valve backflow control devices. The Manager may require quicker compliance where a hazard is perceived, as a result of the account's plumbing configuration or materials dealt with at the account location. The owner of a commercial or non-residential site shall be responsible to install and maintain in good working order, a backflow device approved by the Authority. The owner of a property served by water shall be responsible for providing proof of testing, of the backflow preventer by a registered plumber certified in the installation and inspection of back flow prevention devices on an annual basis. Failure to install, maintain or test a backflow device shall be considered the establishment of a cross-connection.

**7.9. Cross- Connections Are Prohibited** - No new cross-connection shall be installed and no existing cross-connection shall be continued. The Authority may immediately terminate service upon the discovery of a cross- connection, irrespective of any time limits contained elsewhere in these Regulations.

Cross-connections shall be prevented by installation of approved double check valve control devices pursuant to standards of the Pennsylvania Department of Environmental Protection and AWWA. All new connections to the water system, service line renewals, or work on service lines

shall include an approved double check valve backflow control device prior to initiation of water service.

By January 1, 2011, all existing accounts must have installed approved double check valve back flow control devices. The Manager may require quicker compliance where a hazard is perceived, as a result of the account's plumbing configuration or materials dealt with at the account location.

**7.10. Interference with Backflow Device Prohibited** - No customer may tamper or interfere with the operation of a backflow preventer. Tampering with or otherwise compromising the operation of a backflow preventer shall be considered the establishment of a cross-connection.

**7.11. Boilers and Furnaces** - Consumers using the water supply for steam boilers or any facilities depending upon the hydraulic or hydrostatic pressure in the pipe system of the Authority for supplying such boilers or facilities will do so at their own risk, and the Authority will not be responsible for any accidents or damage resulting therefrom. The Authority, upon request, will recommend upper pressure limits to be set on any boiler "pop-off" or "relief" valve for the convenience of the consumers, but in no way will guarantee the results therefrom.

**7.12. Inspection of Premises** - Any authorized employee of the Authority upon the presentation of credentials consisting of photographic ID shall have access at all reasonable hours to any premises supplied with water for the purpose of reading meters, making inspections or repairs, and securing such other information as may be deemed necessary by the Authority. Upon neglect or refusal on the part of the consumer to provide such access to the premises, service may be discontinued and in such case the Authority will not be liable for any damage or inconvenience suffered by the consumer. Where the Authority and consumer make an appointment for inspection, correction, or other purpose related to water service at a mutually convenient time and the meeting is canceled or missed by the customer without 24 hours notice, a missed appointment fee shall be assessed against the customers account.

## ARTICLE VIII. FIRE SERVICE

**8.1. Public Fire Service** - When a borough or township desires the installation of an additional fire hydrant, the Authority shall bear the cost of the new hydrant and the installation thereof, provided:

- (a) that the new hydrant at the proposed location can be satisfactorily supplied from the existing Authority distribution system.
- (b) that the new hydrant will not be less than 1000 feet distant from an existing hydrant.
- (c) there are available sufficient capital reserve funds to pay the cost thereof.

**8.2. Relocation of Public Fire Hydrants** - Whenever the location of a fire hydrant is ordered changed by a municipality the change will be made by the Authority at the expense of the municipality.

**8.3. Size of Private Fire Service** - No consumer service line for private fire service shall be larger than eight (8) inches in diameter and each private fire service shall be at least one commercial size lower than the main to which it is to be connected.

**8.4. Disclaimer of Liability** - The Authority does not assume any liability as insurer of property or person and a consumer receiving fire service will not be entitled in the event of fire to any service, pressure, capacity of facility other than that available at the time in view of the circumstances of the Authority at that time. The Authority shall not be liable for any damage or injury to any person or property by reason of any fire, water, failure to supply water, or pressure, or capacity or lack thereof due to any cause beyond the reasonable control of the Authority.

#### **8.5. Use of Fire Hydrants and Fire Service**

A. No fire hydrant shall be used without the Authority's permission for any purpose other than an emergency threatening the public safety.

B. Fire Departments desiring to use hydrants for training shall make a written request at least one week in advance of the intended use. If, in the opinion of the Manager, use of the hydrant or hydrants will cause a water supply or quality problem, the Manager will designate an alternate hydrant for use.

C. Requests for use of fire hydrants by any municipality must be made to the Operations Department of the Authority. The Authority reserves the right to designate an alternate hydrant or regulate the time of use and volume. If the amount to be used is significant (more than 1000 gals.) the Authority may require that a meter be temporarily installed and the amount be billed.

D. Testing of fire hydrants and private fire services must be done with advance notice to and permission of the Authority, so as not to disrupt service to the Authority's customers.

E. Contractors requesting the use of fire hydrants for temporary water service must make their request at the office of the Municipal Authority of the Borough of Portage, fill out an application and pay the required deposit. The contractor must also certify that the proper backflow device be used to prevent the back siphonage of into the system. Only the hydrant designated by the Operations Department is to be used. If more than a single hydrant location is requested the meter will be moved by the Authority's Manager.

### **ARTICLE IX. RESERVATIONS**

**9.1. Temporary Interruption of Service** - As necessity may arise in case of break, emergency or other unavoidable cause, the Authority shall have the right temporarily to interrupt service in order to make necessary repairs or connections or to change or test water meters pursuant to the above mentioned Rules and Regulations adopted by the Municipal Authority of the Borough of Portage or in any other instance where the Authority has reason to believe that there exists a

danger to the public or the property of the Authority. In such an event, the Authority will use all reasonable and practical measures to notify consumers of the proposed discontinuance of service, but will not be liable for any damage or inconvenience suffered by the consumer. The Authority shall not at any time be liable for any damage or inconvenience suffered by reason of an interruption in service, a lessening or decrease in supply or inadequate pressure due to any cause beyond the reasonable control of the Authority.

## ARTICLE X. WATER CONSERVATION CONTINGENCY PLAN

### 10.1. Water Shortage

A. All customers shall comply with the current Drought Emergency Plan adopted by the Authority and approved by the Pennsylvania Department of Environmental Protection.

B. If the Authority is experiencing a short-term supply shortage, the Authority may request general conservation of inside water uses and may impose mandatory conservation measures to reduce or eliminate nonessential uses of water.

C. In all cases involving shortage of water, where possible, the Authority shall first request voluntary curtailment of all nonessential uses of water. The Authority reserves the right to curtail water use, by termination of service if necessary, to maintain the integrity of the water supply system and essential uses for water.

D. If any customer refuses to comply with such mandatory measures, the Authority may either adjust the outside water valve connection in a manner which will restrict water flow or otherwise restrict flow such as by the insertion of a plug device or terminate service upon proper notification to the customer, such notice shall be reasonable under the circumstances of the water shortage. Where a customer has failed to comply with mandatory restrictions, the actual cost associated with restricting, terminating and restoring said service shall be paid by the customer.

E. Nonessential Uses of Water Include:

1. The uses of hoses, sprinklers or other means for sprinkling or watering of shrubbery, trees, lawns, grass, plants, vines, gardens, vegetables, flowers or other vegetation.
2. The use of water for washing automobiles, trucks, trailers, trailer houses or any other type of mobile equipment.
3. The washing of streets, driveways, parking lots, service station aprons, office buildings, exteriors of homes, sidewalks, apartments or other outdoor surfaces.
4. The operation of any ornamental fountain or other structures making a similar use of water.

5. The use of water for filling swimming or wading pools.
6. The operation of any water-cooled comfort air conditioning which does not have water-conserving equipment.
7. The use of water from fire hydrants shall be restricted to extinguishing of fires only.
8. The use of water from fire hydrants to flush a sewer line or sewer manhole.
9. The use of water for commercial farms and nurseries other than a bare minimum to preserve plants, crops and livestock.

## ARTICLE XI. EXTENSION OF STREET MAINS

**11.1. Main Extension Agreements** - Owners of property requesting water service requiring the extension of the mains of the Water System shall pay that portion of the costs of such extensions including valves, fittings, fire hydrants, water service lines and curb stops and all work incidental to such extensions including engineering fees, as the Authority shall in its absolute discretion determine.

Return payments to the party paying for the cost of such extensions shall be made in accordance with the terms of a Main Extension Agreement, made a part of these Rules and Regulations and marked Exhibit "A".

All such extensions shall be constructed under the supervision of the Authority. At the time a connection is made to the Water System of the Authority, all water mains and service lines between the water main from which the extensions were made and the curb stop shall become the sole property of the Authority. No extension of a street main shall be less than six (6) inches in diameter. No extension of a street main will be made across private property and no extension of a street main will be made before rough grading is completed in a new street. All main extensions shall be made to the middle point of frontage of the last lot or property to be served.

A person who constructs a main extension which is directly tapped by another user (not by another main extension), shall be entitled to repayment of an amount as set forth in the schedule accompanying the Main Extension Agreement.

**11.2 Payment of Inspection Costs** The Authority shall inspect Water Mains being constructed by private parties pursuant to a main Extension Agreement. The applicant shall reimburse the Authority for the actual cost of inspection. In the case of Authority personnel, hourly wage rates without overhead shall be utilized.

**Municipal Authority of the Borough of Portage  
Main Extension Agreement**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between: \_\_\_\_\_, of \_\_\_\_\_, PA \_\_\_\_\_, hereinafter sometimes called party of the first part,  
**A-N-D**

**Municipal Authority of the Borough of Portage**, a Municipal Authority, organized and existing under the laws of Pennsylvania, with offices at 606 Cambria Street, Portage, PA 15946, hereinafter called " Authority."

**WHEREAS**, the party of the first part plans to install water supply pipelines and appurtenances in \_\_\_\_\_ Street/Road as part of a new housing development subdivision in \_\_\_\_\_ Borough/Township, Cambria County, as shown on the accompanying drawing of the \_\_\_\_\_ dated \_\_\_\_\_, 200\_\_, and plans to convey said pipeline to the Authority in order to obtain water service through said line for the properties and buildings fronting thereon; and

**WHEREAS**, the Authority, after completion of said pipeline in accordance with its specifications, is willing to accept said pipelines as part of its system for operation and maintenance under the provisions of its Rates, Rules and Regulations, as the same may be modified from time to time by proper action of the Authority.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. The party of the first part will grant and convey the pipeline described above to Municipal Authority of the Borough of Portage, and the said Authority will accept said pipeline, which conveyance and acceptance shall become effective upon endorsement hereon. Owner shall reimburse the Authority for any costs incurred in the construction connection or inspection of the line prior to acceptance.
2. The party of the first part will furnish to the Authority, for accounting purposes, a certified statement of the total costs of the said pipeline.
3. The Authority upon completion of the installation of said pipeline agrees to supply any of the owners or tenants of property fronting on said pipeline with water in accordance with its Rates, Rules and Regulations upon proper application being made therefor.
4. The party of the first part shall provide an easement in a form prescribed by the Authority for sufficient area to permit the maintenance, modification or replacement of the line in the future.
5. The party of the first part shall install service laterals from the main to each building or lot line. Tap fees shall not be due to the Authority until such time as the new customers make connection to the water system and pay tap fees and a first month's water bill. At such time the Authority shall reimburse the party of the first part for the cost of installing the service connection, which has been agreed by the party of the first part and the Authority in advance to be \$ \_\_\_\_\_ per tap; however, when the total sum paid equals the original cost of the pipeline and appurtenances, as certified by the party of the first part and approved in the sole discretion of the Authority shall have been repaid to the party of the first part, or the expiration of the ten years from the date of this Agreement, whichever is earlier, all obligations of the Authority under this paragraph to collect and pay over a fee shall cease.
6. When it is deemed in the best interests of the Authority to relocate the service line of an existing consumer on to the extension installed under this Agreement, the Authority may do so without payment of any fee to the party of the first part as set forth

in the previous paragraph.

7. Any new customer of the Authority connecting to the lines which are the subject to this Agreement shall pay a tap fee as established by the rules of the Water Authority, in addition to the fee prescribed in paragraph 5 above.

8. The party of the first part shall reimburse the Authority for the costs incurred for inspection of the lines during construction.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Agreement the day and year first above written.

**Developer**

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Witness

**Municipal Authority of the Borough of Portage**

By: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary  
(Seal)

**CERTIFICATE OF COMPLETION AND ACCEPTANCE**

NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, the pipeline described above in this Agreement having been completed and approved, the party of the first part, for the consideration set forth above, hereby grants and conveys said pipeline and all facilities, connections, and appurtenances thereto connected, to the Municipal Authority of the Borough of Portage, its successors and assigns, and the Municipal Authority of the Borough of Portage hereby accepts said pipeline and confirms its agreement to furnish water accordingly.

**Developer**

By: \_\_\_\_\_ (seal)

ATTEST:

\_\_\_\_\_  
Witness

**Municipal Authority of the Borough of Portage**

By: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary (Seal)

11.3. **Variance for Main Extension Size Requirement** - An individual may request to provide service to his property from a private one (1) inch service line, when to require a main extension as set forth in Rule 11.1 above would create a hardship, and the Board finds that:

1. There is currently no separate property adjacent to the applicant which is located further from an existing water main than applicant; and
2. The variance will not reasonably be expected to hinder future expansion of the system.

The following conditions shall apply before permission for a service line as set out above is given:

1. The service line shall be the property of the owner of the real property served;
2. Applicants shall obtain all easements for the same and shall be permanent easements recorded in the Office of the Recorder of Deeds;
3. A meter shall be installed within 15 feet of the location of the tap into the Authority line;
4. Owner of the service line shall be absolutely responsible for all water lost through leakage in the service line of the meter; and
5. The Authority assumes no responsibility for adequate water pressure in the service line.

## **ARTICLE XII. CHANGES IN THE RULES**

The Authority reserves the right to change or amend from time to time, these Rules and Regulations and the Rates for the use of water.

## **ARTICLE XII. HEARINGS**

Any customer or other person who believes they have been injured by the application of any rule, policy or other action of the Authority exercising and adjudicative power, shall have the right to a hearing under the provisions of the local public agency law. The Authority Board may appoint one or more of its members to act as a hearing officer for the purpose taking testimony and preparing a report and proposed findings to the Board. Any person requesting such a hearing shall pay with his request, the sum of \$300.00 as a deposit against costs incurred in holding the hearing.

# LANDLORD AGREEMENT

Pursuant to Rule 6.6 of the Rates, Rules and Regulations and Conditions of Service of the Municipal Authority of the Borough of Portage. \_\_\_\_\_ and \_\_\_\_\_, owners of property located at \_\_\_\_\_, Portage PA, desiring to take advantage of the offer of the Authority not to lien that property for delinquent tenant accounts, hereby to strictly comply with the provisions of Rule 6.6, and specifically to

- 1) Notify the Authority in writing of any change in occupancy of the rental property, including the names of all adult tenants, and,
- 2) Landlord agrees to an automatic transfer of water account into landlords name upon tenant moving out and a final reading being made,

The Authority shall provide a duplicate of all delinquent tenant bills to the landlord at the following address:

\_\_\_\_\_  
\_\_\_\_\_

Landlord agrees to cooperate fully with the Authority in providing prompt access to the property and in locating and obtaining payment for water service from all tenants, including providing post tenancy contact information.

By: Landlord (s) (To be signed by all property owners to be valid)

\_\_\_\_\_ (Landlord)

\_\_\_\_\_ (Landlord)

date: