

**AGREEMENT**

MADE this 11<sup>th</sup> day of March, 2003, by and between:

**MUNICIPAL AUTHORITY OF THE BOROUGH OF PORTAGE**, having its offices or principal place of business at 606 Cambria Street, Portage, Pennsylvania, hereinafter referred to as "PWA."

**AND**

**THE PORTAGE AREA SEWER AUTHORITY**, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, and having its business office located at 606 Cambria Street, Portage, Cambria County, Pennsylvania, hereinafter referred to as "PASA."

**WHEREAS**, PASA has requested that PWA terminate service of PWA water customers who are delinquent municipal sewer customers of PASA; and

**WHEREAS**, the subject matter of such request is provided for and authorized by 53 P.S. Section 2261, et seq.; and

**WHEREAS**, PWA is agreeable to provide such service to PASA upon the terms and conditions hereinafter set forth.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, it is particularly agreed between the parties hereto as follows:

1. That the aforesaid recitals are incorporated herein by reference and made a part hereof as fully as though they were set forth at length.

2. In further consideration of water termination by PWA, PASA does hereby agree to indemnify and save harmless PWA, its employees, agents and servants, from any claim of any nature including personal injury, death and property damage, arising out of PASA's authority to request the termination or restoration of water service pursuant to request by PASA hereunder.

3. Water services shall be terminated only by employees, servants or agents of PWA. Water service shall only be terminated or only reinstated on weekdays during normal working hours. Water services shall not be terminated during the months of December, January, February, or March. PWA shall terminate water service upon receipt of a written request therefore from PASA, which request shall include the following:

(a) A specific description and address of the property, including name of customer, owner or occupant to which water service is to be terminated.

(b) A statement of the sewer rentals, rates or charges for said premises which have not been paid and which are delinquent for a period of at least thirty (30) days.

(c) An affidavit (a copy of which is attached hereto, marked as Exhibit "A" and made a part hereof) executed by the chief executive officer of PASA, or his authorized representative, certifying that:

(1) Ten (10) days written notice of the intention to turn off water service has been provided to the person liable for payment; and

(2) That there has been posted a written notice in a form as set forth in Exhibit "B" of the same, at the main entrance to the premises.

4. Neither PWA nor its agents, servants or employees shall be liable for any personal injury, death or property damage or any other claim asserted by PASA or the owner or occupant of the terminated premises, the water customer or any other person or corporate body based on or arising out of the identification of delinquent accounts, or order for termination of water service pursuant to this Agreement, whether legal or illegal. PWA will remain liable for the actions of their employees other than the actual termination of service.

5. In no event shall PWA, its servants, agents or employees accept the payment of any rentals or sewer rates or any other sums due PASA. All such payments shall be made directly to PASA.

6. Nothing in this Agreement shall be deemed to affect the right of PWA to terminate water service to such customers for the non-payment of PWA's water bills. Such termination shall continue as heretofore pursuant to the Rules and Regulations and practice of PWA. PWA's right to terminate water service for non-payment of its bills shall be deemed a prior right over PWA's obligation hereunder to terminate for non-payment of PASA bills. PWA shall not be liable to PASA for any loss of sewer service charges which may result from such action by PWA.

7. Water service shall be restored by PWA upon receipt of a written

statement from PASA requesting same, received during normal working hours on weekdays. PWA shall endeavor to restore water service as promptly as possible.

8. Submission by PASA of a request to shut off water service shall be deemed to constitute an agreement to be bound by all terms and conditions of this Agreement.

9. PWA reserves the right to increase its turn on-turn off fee chargeable to the customer.

10. Either party may terminate this Agreement upon sixty (60) days written notice to the other.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have hereunto set their hands and seals the day and year first above written.

MUNICIPAL AUTHORITY OF THE  
BOROUGH OF PORTAGE

ATTEST: (Seal)

Raymond G. Bowman  
Secretary

By: Carl D. Chopped  
Chairman

PORTAGE AREA SEWER AUTHORITY

ATTEST: (Seal)

Nancy Sherbine  
Secretary

By: D. Ed Spillai