

**RESOLUTION
OF THE
MUNICIPAL AUTHORITY OF THE BOROUGH OF PORTAGE**

MADE this 14 day of April, 2005, at a regularly scheduled public meeting of the Board of the Authority.

WHEREAS, the Municipal Authority of the Borough of Portage, (hereinafter sometimes PWA) provides water service to over 2500 customers, most of them owner occupied properties; and

WHEREAS, the PWA has experienced substantial problems in obtaining payment for water service from water accounts opened by tenants in landlord-owned properties; and

WHEREAS, the PWA has determined that the losses from unpaid tenant accounts is an unreasonable cost to paying customers and adopted a resolution modifying its rules on October 7, 2004, which had the effect of requiring water service to be placed in the name of property owners; and

WHEREAS, the PWA has on February 24, 2005 met with a committee of landlords from the service area, who have as a group pledged cooperation in notifying the PWA of the occupancy status of their properties, and the Board of the PWA has determined that it may be possible to achieve its goals with means that are less burdensome on landlords, and is willing to attempt a cooperative effort with landlords.

NOW, THEREFORE, BE IT RESOLVED:

- 1) The revisions to the **Rates, Rules and Regulations And Conditions of Service** of the Municipal Authority of the Borough of Portage as adopted October 7, 2004 are hereby rescinded.
- 2) The following Rules are revised to read as follows:

Article II - Definition of Customer is revised to read:

“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.”

Rule 3.2 is revised to read:

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.

Rule 3.11 is revised to read:

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 the 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.

Rule 4.1 is revised to read:

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."

Rule 4.2 is revised to read:

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.

Rule 6.2 is revised to read:

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 ^{one} or 5 year period, which ever is less.

Rule 6.5 is amended to read:

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. (Restriction on cold weather termination removed)

Rule 6.6 is amended to read

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} ~~and~~ 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.

Rule 6.8 is amended to read:

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.

Rule 7.1 is amended to read:

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.

Rule 7.2 is amended to read:

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.

Rule 7.4 is revised to read:

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.

Rule 7.5 is revised to read:

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.

Rule 11.2 is added:

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.

3) Water Termination Policy to Be Strictly Complied With - Authority Personnel

shall strictly comply with water termination and payment plan guidelines and the time limits set forth in the Rules.

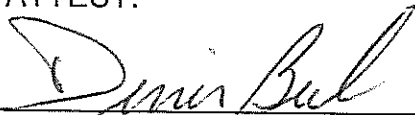
4) Tenant Rights to Avoid Discontinuance of Service to Leased Premises.

Nothing in this Resolution is intended to diminish or restrict the rights of tenants to make payment for water service to prevent termination of water service when a landlord has failed to pay for the service, as such right is defined in 66 Pa. C.S.A. § 1521, et seq.

Approved by the Board of the Municipal Authority of the Borough of Portage on the date set forth above.

I certify this to be a true and correct copy of the Resolution adopted on the 7th day of April, 2005, by the Municipal Authority of the Borough of Portage.

ATTEST:



Dennis Beck, Secretary
(Seal)