



**HOUTZDALE MUNICIPAL AUTHORITY**

**RATES, RULES AND  
REGULATIONS**



**HMA**

HOUTZDALE MUNICIPAL AUTHORITY  
Clearfield County, Pennsylvania

RATES, RULES AND REGULATIONS

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EXHIBIT "A"

## DEFINITIONS

"Authority" shall mean the Houtzdale Municipal Authority.

"Owner" shall mean any individual, partnership, company, association, society, corporation or other group or entity vested with ownership (legal and/or equitable; sole or joint) of any improved property which is, or is about to be supplied with water by the Authority and who contracts for such water service.

"Tenant" shall mean any individual, partnership, company, association, society, corporation or other group or entity leasing or renting from any owner of any improved property.

"Commercial Establishment" means any room, group of rooms, building or enclosure used or intended for use in the operation of one business enterprise including, but not limited to, a location where business is conducted, goods are made, sold, distributed, where services are rendered or provided for gain or used for any social, amusement, religious, educational, charitable or public purposes.

"Dwelling Unit" means any room, group of rooms, house trailer or other enclosure occupied or intended for occupancy as separate living quarters by a family or other group of Persons living together or by Persons living alone.

"Premise" (or "Premises") shall mean improved property to which water service is or will be provided, and as used herein shall be taken to designate:

One dwelling unit; or

One commercial establishment; or

A building under one roof owned or leased by one Owner and occupied as one dwelling unit or one commercial establishment; or

Each part of a building where such building is occupied by one or more distinct dwelling unit(s) and/or distinct commercial establishment(s) even though the sanitary and/or cooking facilities are used in common or the water is secured from a common source; or

Each apartment, office or suite of offices, and/or commercial establishment located in a building or a group of buildings even though such buildings are in a group or are interconnected in some fashion; or

A public building devoted entirely to public use, such as a town hall, school house, fire engine house; or

Any trailer or mobile home whether located on owned or leased land; or

Each separate commercial establishment located in one building or group of buildings commonly designated as shopping centers, supermarket areas and by such other terms.

"Service Line or Service Lateral" shall mean that portion of the line leading from the curb stop to the building being provided water service.

"Purchaser" shall mean any individual, partnership, company, association, society, corporation or other group or entity who is a party to a written agreement with an Owner whereby such Purchaser acquires an equitable interest in the premises.

"Tenant" shall mean any individual, partnership, company, association, society, corporation or other group or entity who is a party to a written agreement with an Owner whereby such Tenant has the right to occupy the premises for a period in excess of five (5) years.

## **Section 1. APPLICATION FOR SERVICE**

All applications for water service are made by contacting the Houtzdale Municipal Authority office at 561 Kirk Street, Houtzdale, PA 16651.

### **1.1 Application Forms**

Any owner desiring an account for water service to their premises must apply to the Authority giving all information required, including proof of ownership of the premises, which application must be approved by the Authority or its duly authorized agent before the water will be supplied. The owner may be required to provide to the Authority a current Proof of Identification before an Application for Service will be taken and before service will be started.

### **1.2 Application by Non-Owners**

No accounts shall be approved for non-owners of property unless they are either Tenants under a written long-term lease of five (5) or more years or unless they are party to a written installment agreement of sale. In either such case, the legal owner AND the Purchaser or the long-term Tenant must both sign an agreement with the Authority (as shown as Appendix "B" to these Rules and Regulations) and provide a copy of the underlying agreement of Sale or Lease, as applicable. The Authority will supply the necessary form to be completed and returned to the Authority. (Appendix "B" found in Forms)

### **1.3 Past Due Charges**

No application for service will be approved by the Authority or its agent until all arrearages and past due charges accrued on said property, or any other property owned by owner in the service area, shall have been paid or satisfactory arrangements made in regard thereto.

### **1.4 Discontinuance of Service**

The Owner is responsible to notify the Authority in writing or fax at least ten (10) days in advance if discontinuance of service is requested.

### **1.5 Purchaser Discontinuance of Service**

A Purchaser may not discontinue water service to any premises.

### **1.6 Vacancies**

Any Owner desiring abatement from water charges during a temporary vacancy shall apply for the same to the Authority. Water must be turned off at the Curb Stop and the water meter must be removed for abatement of charges. Charges for removal of the meter and

charges for replacement of the meter will be made to the Owner in accordance with current Authority rates as set forth in Appendix "A". These charges must be paid prior to the replacement of the meter and the restoration of the water service.

### 1.7 Rules and Regulations

All water service shall be subject to the regulations of the Authority as set forth in these Rates, Rules and Regulations, variously referred to as "rules" or "regulations" as amended, replaced or revised from time to time.

## **SECTION 2. CONNECTIONS**

### 2.1 Description of Connection

Upon approval of the application by any property owner and the payment of the appropriate fees (as set forth in Appendix "A"), the Authority will tap the main at a location acceptable to it, insert a corporation cock, install a service pipe to the curb and install a curb stop, curb box and meter pit. The Authority will be responsible for maintenance and repairs between the main and the curb box, including the curb box and curb stop.

The Authority may specify certain types of materials to be installed by the Owner from the curb stop to any building. The meter pit shall be supplied by the Authority at the Owner's expense (in accordance with SECTION 7 of these Regulations) to be installed by the Authority approximately three (3') feet from the curb box where water meter can be placed and read.

### 2.2 Connection of Service Line

The Owner will be responsible for installation, maintenance and repairs for the service line between the curb stop and the building.

All leaks between the curb stop and the building, including leaks from frozen pipes or fractures, are the responsibility of the Owner and must be repaired promptly.

### 2.3 Right-of-Way Connections

Service lines will not be installed or permitted when any portion of the service line pass over or through premises which at the time may be the property of persons other than the owner of the premises to be supplied unless the owner of the other premises furnishes to the Authority an agreement of a right-of-way of sufficient width approved by the Authority across said premises for suitable recordation at the expense of the owner.

### 2.4 Service Lines

The owner shall be responsible for ensuring that the service line shall be laid not less than four (4') feet below the surface, to prevent freezing, and shall not be covered until the connection on the main is made and service line is tested. All plumbing connections shall be

able to withstand a pressure of at least two hundred (200) pounds per square inch. The Owner shall not place booster pumps or similar appliances on the service line without written approval of the Authority.

#### 2.5 Single Service Line

Each premise shall be served by a single line. All water entering the service line must pass through the meter.

#### 2.6 Old Multiple Service Line

All existing multiple service lines where two (2) or more buildings, each containing a premise, will be removed upon any further repairs being made to the service line and two (2) or more separate service lines at least, one (1) to each building, will be installed to replace the service line at the expense of the Owner.

#### 2.7 Service Lines for Multiple Premises

One service line may be installed of a size sufficient to provide all the necessary connections for a single existing building containing one or more premises. For new construction the owner shall construct a service line for each unit within the house or unit, or with permission of the Houtzdale Municipal Authority, shall construct a single line containing a meter header with a separate meter and locking shutoffs for each unit. The meters and locking shutoffs shall be located in a common area accessible to the Authority at all times. The owner shall place identification of the premise, apartment or unit being served by each meter.

#### 2.8 Owner Liability for Multiple Unit Structures

The owner shall be liable for the unit in which he/she owns. An owner of a building with multiple premises shall be responsible for all service charges arising out of water services for such premises. In such event, a single service line may be installed from the curb box to the building and shall include a stop and opening for one meter of such size as shall be approved by the Authority for water service for the building or structure.

#### 2.9 Renewal of Service Line

Where renewal of connection line from the street main to the curb is found to be necessary, the Authority shall renew said service in the same location as the old one. If the Owner, for his own convenience, desires the new service line at some other location and agrees to pay all expenses of such relocation in excess of the cost of laying the service line in the same location as the old service line and cutting off and disconnecting the old service line, the Authority shall lay the new service line at the location desired.

### 2.10 Location Change

When the Owner desires a change in location or size of an existing service line, the cost of the change shall be borne by the Owner.

### 2.11 Limitations on Connections

The owner of any property abutting upon the water system and having an improved building thereon within a lineal distance of no more than 250 feet from such water system may, with the approval of the Authority, connect to the water system facilities with the use of a service lateral. The owner of any property NOT abutting upon the water system shall connect to the water system with an extension of a water main as provided in SECTION 3.

## SECTION 3. EXTENSION OF MAINS

### 3.1 Extension Rules

For the purpose of this rule:

- (A) Any Owner (or builder or developer as the case may be) may elect, subject to the approval by the Authority, to construct any extension of a water main under the supervision of the Authority, its agents, servants, and employees and to specification of the Authority at the cost and expense of said Owner. At the time of the making application the Owner, shall specify in writing, attached to the application, that part or portion of the work proposed to be done by the Owner.
- (B) A written estimate of the cost of any work to be done by the Authority, which shall include the review of the plan specifications for the project and inspection thereof by the Authority's engineer, shall be given by the Authority to the Owner, and Owner shall place on deposit in escrow with the Authority an equivalent sum of money to guarantee payment thereof before any work shall be commenced on said extension by the Authority. Escrow deposits will not earn interest for the Owner.
- (C) The Authority shall have the exclusive right to determine the type and size of water mains to be installed and other facilities required to render adequate service. Once the extension shall have been completed, the Authority shall prepare a statement of actual costs thereof as herein provided and shall receive from escrow such sums as shall be sufficient to cover the statement of costs. Should the escrow deposit be insufficient to pay said costs computed as aforesaid, the Owner shall, in addition to the funds from escrow, immediately pay such additional sum as may be required to reimburse the Authority for said costs of constructions before water service shall be provided.



(D) Before said construction shall be commenced, the Owner requesting said extension shall cause to be prepared an accurate survey by a registered surveyor, which survey shall disclose the location and properties upon which the water main is to be constructed. The Owner will deliver to the Authority a right-of-way agreement of said extension, sufficient in width and subject to the Authority's approval, from all property owners for the extension of the water main.

(E) When construction has been completed and costs secured, the Owner shall be entitled to receive a reimbursement agreement which shall provide for a reimbursement of the moneys advanced by the Owner, which shall consist of fifty (50%) per cent of all tap fees to the water main extension for a period of ten years from the execution of said reimbursement agreement. Thereafter Owner shall not be entitled to any reimbursements with respect to such water main extension.

### 3.2 Length of Extension

In determining the length of and necessity for any extension required pursuant hereto, the terminal point of such extension shall, in all cases, be at the furthest extremity of the most distant lot to be served. In new developments the water main must be extended to the extremity of every lot, including both sides of a corner lot, in an approved plot plan, subdivision or phase. Such extensions shall in all cases be completed before water service will be granted, unless the development is done in phases and specific approval is given by the Authority for such phases before water service will be provided and a bond guaranteeing completion of the planned construction is provided to the Authority. The Owner shall provide a bond for maintenance for a period of two (2) years following construction.

### 3.3 Recordation

All reimbursement agreements with the Houtzdale Municipal Authority shall be recorded in the Office of the Recorder of Deeds of Clearfield County, and the cost or charge thereof included in the charge to the applicant for service.

### 3.4 Extension in the Boroughs or Townships

The decision of the Authority to permit any particular extension of mains in a Borough or Township is not a precedent for further or additional extensions of water mains in any given municipality or geographic area. Extension of water mains is made only on approval by the appropriate borough or township governing bodies and/or Pennsylvania Department of Transportation when required.

### 3.5 Rights-of-Way

Extensions of any sort of Authority pipes, water mains and equipment cannot be placed on private land without previous grant of rights-of-way or other necessary property interests

title thereof to be placed or assigned the Houtzdale Municipal Authority. The Owner shall secure written Right-of-ways sufficient in width and approved by the Authority within which to lay the mains or extension thereof, which shall be recorded at the expense of the Owner, developer or applicant.

### 3.6 Laterals on New Street and Where Underground

#### Facilities of Utilities is Required

In new street construction, and in all construction where underground installation of other utilities is required, the Authority may authorize the immediate installation of all taps and service laterals on all lots owned by the applicant and proposed to be served by the construction of a new water main. Approval of water main extensions by the Authority does not automatically approve "activate" taps on the proposed new extension. All applicants shall make application for such service but the same shall be installed only by the Authority employees at the expense of the applicant.

### 3.7 7 Plot Plans

Extensions will only be allowed where there has been a dedication of streets or rights-of-ways and where all plot plans have been previously approved by the appropriate governing bodies with the proper signatures affixed thereto and recorded with the Clearfield County Recorder of Deeds.

### 3.8 Main Extension by Authority

Where the Authority at its expense shall place water mains along any premises, no water service shall be rendered until the premises for which service is requested shall have paid its proper share of the cost of construction of said line, less any grants, capital contributions or debt unrelated to the service line serving the new Owner, or shall have made agreement satisfactory to the Authority arranging for such payment. The Authority reserves the right to file municipal liens for a water main extension installed by the Authority.

### 3.9 Formal Acceptance by the Authority

Upon completion of the proposed main extension by an Owner, after approval by the Authority, the main extensions shall be offered to and formally accepted by the Authority Board as part of its system upon the assignment of the maintenance bond and execution of the reimbursement agreement.

## **SECTION 4. TAP FEE AND CONNECION COST**

### **4.1 Tap Fee and Connection Fee Schedule**

The Authority hereby establishes a connection fee schedule which is based upon a service line being connected to the distribution system, which is set forth in Appendix "A" and incorporated herein.

The connection fee will be charged for time and materials after connection is complete. All connections fees must be paid in full before water service will be turned on.

The Authority will schedule connections within a six-week period of the application and fee payment.

The Authority will make all connections to its mains, furnish and install, and maintain all service lines to the curb stop, curb box, and service pipe. The Authority shall not be held responsible for any damages caused by water escaping from any service pipe, fitting, or fixture on the outlet side (Owner's side) of the curb stop.

Where service has been terminated or discontinued to a premise the following will

apply:

If termination or discontinuance occurred on or after June 1, 2015 and such termination or discontinuance continues for five (5) or more years, a new tap fee at the current rate is required to be paid and an approved meter pit, if such is not present, must be purchased and installed before water service will be connected and/or turned on.

If termination or discontinuance occurred before June 1, 2015, and such termination or discontinuance continues or continued for a period of five (5) years, at the expiration of such five (5) year period and thereafter a new tap fee at the current rate will be required to be paid and a meter pit must be purchased and installed before water service will be turned on. [For example, if service was terminated or discontinued on March 15, 2007, after March 15, 2012 a new tap fee must be paid.]

Where the tap fee for premises has been paid but the owner fails to connect for a period of five (5) or more years from the time of such payment, an owner desiring to make such a connection thereafter will be required to pay a new tap fee at the current rate.

Owners of premises affected by such time limit (that is, those who had service which was disconnected or terminated or those who never connected after paying the tap fee) will be notified in writing and given a 60day grace period to prevent the forfeiture of such tap fee.

There are no refunds for tap fees paid; however, credit for the tap fee paid for a particular premise is transferrable to a new owner of the same premises, unless the new tap is for a larger size service line, in which case the new owner of the same premises must pay the difference in cost over the original tap fee paid.

### **4.2 Multiple Minimums**

Where an existing service line supplies more than one premise through a single meter, a meter charge will be made for each premise served through such meter.

## SECTION 5. SCHEDULE OF WATER USAGE RATES

### 5.1 Meter Rate

- A. Each premise served will be charged one-meter rate as set forth in Appendix "A".
- B. Meters will be read quarterly to the nearest thousand gallons. Quarterly minimum charges will be made to each Owner for each meter charge plus a water usage rate for each 1000 gallons of water or part thereof as set forth in Appendix "A".

### 5.2 Public & Private Fire Service:

Negotiable at the sole discretion of the Authority.

### 5.3 Service Fees:

Owners will be billed for the following services in accordance with Appendix "A":

Turn-on

Turn-off

Plumbing Turn-off

Read meter only

After hour callouts will be charged in accordance with current rates as set forth in Appendix "A" with a minimum of one (1) hour to be charged.

Service charges will be sent out the next business day after service is performed. The Owner will have ten (10) business days to pay for services. If not paid by the 10<sup>th</sup> day, a second notice will be sent out with five (5) business days to pay. Failure to pay within 5 days after the second notice will constitute grounds for disconnection of water service.

There will be no service charge for turn-on and turn-off for community parks.

## SECTION 6. METERS

### 6.1 Water Use

All water service shall be furnished through a meter and the quantity of water supplied as recorded by the meter shall be conclusive on both the Owner and the Authority except when the meter has been found by the Authority to be registering inaccurately or has ceased to register. In such case the quantity may be determined by the average registration of the meter when in order. Updates: (Resolved and Adopted Resolution No.07172018)

### 6.2 Meter Type

All meters one (1") inch in size and smaller shall be furnished by the Authority, remain the property of the Authority, and be accessible to and subject to its control. Any new or

replacement installations requiring a meter larger than one (1") inch in size will be furnished by the Owner at his expense meeting all standards of the Authority and will become the property of the Authority after installation and transfer of warranty. In no event will a meter size exceed the size of the service line without approval of the Authority.

### 6.3 Location of Meter

All new meters must be in meter pits in accordance with SECTION 7.

### 6.4 Maintenance and Repairs to Meters

Ordinary meter maintenance shall be the responsibility of the Authority. However, damage to the meter from freezing, hot water, or external causes shall be the responsibility of the Owner and all costs in connection with the repair or replacement shall be borne by the Owner in accordance with the rates set forth in Appendix "A". All repairs after hours shall be subject to a call-out rate fee which is set forth in Appendix "A".

### 6.5 Access to Meters

The Owner shall provide access to the meter for the authorized agents, servants and employees of the Authority at all reasonable times to replace, inspect, test, repair and read the meter, and service may be discontinued to any Owner who refuses or persistently neglects to arrange for such access.

### 6.6 Meter Testing

Upon written request of any Owner, the Authority will test the accuracy of the water meter supplying the premises of any Owner. The Owner shall provide a deposit with the Authority as set forth in Appendix "A". If on test, the meter is found to be registering more than is allowed against the Owner on a flow determined by the American Water Works Association Standard C705-60 (testing cold water meters), including the latest revisions there, the deposit will be refunded, otherwise it shall be forfeited to the Authority. Meters of other sizes shall be tested by the manufacturer or its representative. In such cases, all fees for testing meters sized more than one (1") inch will be paid by the Owner if the meter is found to be inaccurate and by the Authority if the meter is found to be registering more than is allowed against the Owner on a flow determined by the American Water Works Association Standard C705-60 (Testing Cold Water Meters), including the latest revisions thereof. Please refer to 6.7 inaccurate meters.

### 6.7 Inaccurate Meter

In the event the meter tested by the Authority is determined to be inaccurate and registers more against the Owner on a flow than determined by the American Water Works Association Standard C705-60 (Testing Cold Water Meters), including the latest revisions

thereof, the quantity of water to be charged for the most recent bill shall be determined by the quantity of water used in the same quarter of the previous year or the average quantity of water used in the last four (4) quarters, whichever quantity is smaller.

## **SECTION 7. METER PITS**

### **7.1 Meter Pit**

A. All premises connected to the HMA water distribution system shall be served by an HMA approved meter pit. Meter pit locations shall be determined by HMA.

(1). No new connections shall be permitted unless an HMA approved meter pit is installed. HMA shall provide the meter pit and Owner shall pay HMA the actual cost of securing such meter pit.

(2) All existing meter pits that do not meet HMA approved standards must be replaced by Owner immediately under the following circumstances:

(a) Where the existing meter pit is located in an inaccessible location. Crawl spaces and window access will not be considered accessible;

(b) Where the location of the existing meter is a threat to the health, safety or welfare of HMA employees who service or read meters;

(c) Where there have been two or more leaks in any one-year period or where there have been two or more instances of frozen meters in any one-year period.

(3) Where Owner is required to re-locate an existing meter pit due to the reasons set forth in 7.1A (2) above, HMA will provide an approved meter pit at its own expense; however, Owner will be responsible for the installation by HMA which will be based on the actual time and material for such installation.

### **7.2 Materials and Cost of Installation**

A. All meter pits shall be manufactured pre-assembled units, as purchased from HMA. Site fabricated or homemade meter pits shall NOT be acceptable.

B. HMA will install the HMA approved meter pit. Owner shall pay HMA for the installation; the cost to be based on actual time and materials for such installation.

C. HMA shall, at its own discretion, bear the cost of meter pit installation when performing water system improvements, such as main replacements or relocations.

## **SECTION 8. DISCONTINUANCE OF WATER SERVICES**

### **8.1 Authorized Shut-Offs**

The Authority will use every reasonable means to provide the Owner with an adequate supply of potable water. The Authority shall not be liable for a deficiency in or failure of the supply when occasioned by an authorized shutting off of the water because of repairs, additions, betterments, an act of God, or from any other cause beyond the control of the Authority.

At the request of the local municipal sewer authorities, the Houtzdale Municipal Authority will disconnect service to Owners who are delinquent on sewer bills or for any reason permitted by law. In order to facilitate such disconnections, such request shall be accompanied by the appropriate paperwork and assurances as to the propriety of such request. The applicable sewer authority will pay HMA a fee as set forth in Appendix A which is subject to change from time to time.

### **8.2 Discontinuance of Service**

Water service may be discontinued after two (2) days' (48 hours) notice for any of the following reasons:

- A. Misrepresentation in the application for service or for tap.
- B. Providing and / or accepting the use of water by any property other than that covered by the account.
- C. Willful waste of water.
- D. Use of water as a primary power.
- E. Molesting or damaging mains, meters, hydrants, service lines or fittings.
- F. In case of vacant premises where there is damage of water loss.
- G. Nonpayment of past due amounts due the Authority.
- H. Nonpayment of sewer bills or other legal purpose under inter-municipal sewer agreement.
- I. For failure to provide the Authority's employees free and reasonable access to the premises supplied or for obstructing the way of ingress to the meter or other appliances controlling or regulating the Owner's water supply.
- J. For making or refusing to sever any cross connection between a pipe or fixture carrying water furnished by the Authority and a pipe or fixture carrying water from any other source.
- K. By-passing a water meter without the approval of the Authority.
- L. Bouncing a check on a forty-eight (48) hour notice or failure to make restitution with forty-eight (48) hours.
- M. Any violation of any of the Rates, Rules and Regulations of the Houtzdale Municipal Authority

### 8.3 NO LIABILITY

The Authority shall have the right to temporarily shut off water to make inspections, repairs, or additions to the system and shall not be liable for damage or inconvenience caused or resulting thereof.

## SECTION 9. RENEWAL OF SERVICE

When service has been discontinued for any reason set forth in Section 8.2, there shall be a reconnection charge before water service is renewed. This charge is for reconnection during regular working hours set by the Authority. Any reconnections after regular working hours will include a reconnection charge plus total cost of overtime labor which will be the responsibility of the Owner.

## SECTION 10. TERMS OF PAYMENT

### 10.01 Payment of Bills

- A. All quarterly bills will be sent to owners of property.
- B. All charges for water service are due and payable quarterly. A penalty of 10% will be added to bills unpaid after the 15<sup>th</sup> day of the month of billing. The property owner is responsible for all bills for water service accrued against the property.
- C. All payment for charges for water service shall be by cash, money order, check or credit card (with fee to user).
- D. Payments for water service charges will NOT be accepted by the Authority unless all unpaid charges for previous quarterly bills are included in the payment.
- E. Returned check policy: A fee as set forth in Appendix "A" will be added to the Owner's bill for each returned check. After the second returned check, all bills owed to the Authority by the Owner must be paid in cash, money order or credit card (with fee to user). The Owner will be notified by certified mail of the returned check and has ten (10) days from receipt of the letter to make restitution which includes the return check fee. If the Owner does not make restitution within the ten (10) days, water service will be disconnected and additional costs will be added. If the Owner has been posted for a 48hour notice and the check is returned, water service will be discontinued.
- F. HMA will attempt to contact any Owner having an unpaid balance on a bill via "dialer system notification" on or before the last day of the current month showing the amount owed by the Owner. Within the first seven days of the following month



a forty-eight (48) hour notice will be posted at the location where water service will be disconnected. In the event water service is discontinued as a result of the notice under this section, the Owner shall be liable to pay the balance of the bill owing as well as any new bill for water service which may have been issued, along with any other appropriate charges. Owners will be charged a fee for forty-eight-hour postings after being posted two times. If Owner is charged the fee for being posted, they must pay the quarterly bill without being posted for four (4) consecutive quarters from last posting to have the posting fee eliminated for posting. A township or borough will not be posted due to the date of "Approval of Bills" at their monthly meetings.

- G. In the event that any service was discontinued for any of the reasons set forth in Section 8.2. and the owner shall make application for water service at a new or different location, service may be refused by the Authority unless or until all outstanding charges accrued and incurred at the prior location have been paid in full.
- H. If an Owner owns several premises and shall become delinquent in the payment of water rental at one of such premises or has services discontinued at one of such premises for any of the reasons set forth in Section 8.2, the Authority in its sole discretion may discontinue service at all locations owned by Owner until Owner fully complies with the Authority's regulations at all locations and until all of Owner's accounts are paid in full.
- I. The Houtzdale Municipal Authority will not accept any post-dated checks for the payment on an account.
- J. HMA employees are not permitted to accept payments of bills except at the Authority office.
- K. The Houtzdale Municipal Authority will not accept partial payments once the monthly bills have been sent to the Owner, except in a hardship case. The following is a list of approvals that can be approved by the Plant Supervisor or Board of Directors:

Any bill \$200.00 or less can be approved by the Plant Supervisor for partial payment.

Any bill over \$200.00 or more must be approved by the Board of Directors.

Any bill \$1,000 or more, due to a leak, may set up a payment schedule that is to be approved by the Board of Directors.

## 10.2 Civil Actions

In addition to the remedies set forth above, the Authority shall have the right, in its sole discretion, to file a civil action for delinquent accounts against the owner, purchaser, or any other party legally obligated to pay water service bills.

### **SECTION 11. GENERAL**

- A. The Authority shall not be liable for damage to property unless it appears that such damage results from the negligence of the Authority or its employees and specifically the Authority shall not be liable for damage occasioned by freezing and thawing or any Act of God.
- B. The Authority will not be liable for a claim made against it for any interruption for service, variation of pressure or supply, or inferior quality due to causes beyond its control.
- C. Only persons authorized by the Authority may turn on or off at the corporation or curb stop, or disconnect or remove any meter.
- D. The Authority may at any time restrict or regulate the quantity of water used by all Owners in case of scarcity or whenever a public emergency may require it.
- E. Water must not be left running at any time longer than its legitimate use requires.
- F. The use of a hose must be confined to the premises of the owner.
- G. The owner or Owner of any premises supplied with water by the Authority may not supply water to any other Owners, or families, or properties, without the consent of the Authority.
- H. The Authority reserves the right in its sole discretion to enter into private or separate contracts or agreements with parties, with terms that may be in variance with the Rules and Regulations set forth herein, to provide water or water services, including the sale of bulk water, as deemed in the best interest of the Authority.

The Rules and Regulations of the Authority are subject to change, modification, addition and/or deletion at the discretion of the Authority in the best interest of the Authority and the public welfare.

**SECTION 12. WAIVER / PRECEDENTS**

No officer or employee of the Authority can vary these rules without action of the Board of the Authority. The granting of a particular application or an exception to these Rates, Rules and Regulations shall not be construed as a precedent in any other case. The Authority may by special action of the Board, grant an exception or exceptions to any rule, regulation or charge when it is deemed in the best interest of the Authority.

The Authority in its sole discretion may enter into special contracts with customers which deviate from the rates and requirements of these Rates, Rules and Regulations in which case the terms of such contract will supersede the content herein.

**SECTION 13. EFFECTIVE DATE**

These Rules and Regulations shall become effective on April 1, 2015. (Resolution No.031715)

HOUTZDALE MUNICIPAL AUTHORITY  
RATES RULES AND REGULATIONS

**APPENDIX A**

1. Tapping Fees

5/8" Service to curb line	\$ 600.00
1" Service to curb line	\$ 800.00
2" Service to curb line	\$1,000.00
Any tap larger than 2"	Negotiable at discretion of HMA

2. Connection fees:

Time and materials for HMA employees and materials provided by HMA

3. Meter Rates (Per Resolution No.022018-2)

<u>Size of Meter</u>	<u>Minimum Charge</u>
5/8"	\$ 67.00
1"	\$ 140.98
2"	\$ 550.14
3"	\$ 1,646.18
4"	\$ 2,928.78
6"	\$ 6,585.78

Public and Private Fire Service:

Negotiable at discretion of HMA

4. Water Usage Rates (Per Resolution No. 002018-2)

\$3.20 per thousand (1,000) gallon or part thereof

5. Service Fees

Turn-on	\$ 40.00
Turn-off	\$ 40.00
Plumbing Turn-off	\$ 20.00
Read only	\$ 20.00

After Hours callouts charged at \$25.00 per hour with minimum of one hour.

Repairs to Meters

Damaged "bottom"	\$ 35.00
Damaged "bottom" and "chamber"	\$ 75.00
Damage requiring replacement of entire meter	Actual prevailing cost to Authority
6. Meter Testing Fee	
For 1" or less	\$ 25.00 Deposit
For greater than 1"	By manufacturer (Owner to pay deposit)
7. Delinquent Sewer Bills	
All Borough & and Sewer Authorities will pay \$105.00 in fees for disconnection	
8. Returned Check Fee	
First returned check	\$ 50.00
9. Fee for 48-hour posting	
After second 48-hour posting all subsequent 48-hour postings will have a fee of \$60.00	

These Rates shall become effective on March 1, 2018. (Resolution No. 022018-2)

APPENDIX "B"

AGREEMENT AND INDEMNIFICATION

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
between the HOUTZDALE MUNICIPAL AUTHORITY, a municipality authority organized under the laws of  
the Commonwealth of Pennsylvania, with its principal place of business located at P. O. Box 97,561 Kirk Street  
Houtzdale, Clearfield County, PA 16651, hereinafter referred to as "HMA",

AND

\_\_\_\_\_, of \_\_\_\_\_  
-----, hereinafter  
referred to as "Owner".

AND

\_\_\_\_\_, of \_\_\_\_\_  
-----, hereinafter  
referred to as "Purchaser/Tenant".

WHEREAS, HMA is a municipality authority which provides water service to residents of the various  
Boroughs and Townships throughout the greater Houtzdale area; and

WHEREAS, under certain circumstances, HMA has agreed to permit Owners of real estate who have  
entered into Installment Land Sale Agreements with Purchasers or who have entered into long-term Leases (for  
a term of five or more years) with Tenants to direct all billing of the water accounts to the Owner in care of the  
Purchaser/Tenant at the billing address of the Purchaser/Tenant; and

WHEREAS, all of the parties hereto understand and agree that the Owner shall be ultimately  
responsible for any unpaid balances accumulated on the account and for compliance with all obligations of  
Owners as set forth in the Authority's Rates, Rules and Regulations in the event that the agreement/lease  
between the Owner and the Purchaser/Tenant is terminated for any reason, or should the Purchaser/Tenant  
otherwise fail to meet their obligations with respect to water service to the premises, including the failure to pay

the account in a timely fashion; and

WHEREAS, the Owner agrees to pay all charges and fees accumulated on the said account imposed by HMA, including water charges, interest, costs or other incidental expenses incurred in any process required by HMA to collect the account, terminate or temporarily suspend water service to the premises due to the delinquency of the accounts, if the same should occur; and

WHEREAS, the Owner herein has entered into an installment agreement of sale with Purchaser or a long-term Lease with Tenant, with respect to certain premises served by HMA, a copy of said Agreement being attached hereto as Exhibit "A", and

WHEREAS, the parties hereto wish to reduce this Agreement to writing and to specify the terms and conditions of their obligations and responsibilities.

Now therefore, intending to be legally bound hereby, the parties do agree as follows:

1. The Owner does hereby request and authorize that HMA direct all billing on the herein reference water account to the owner in care of Purchaser/Tenant at

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

2. The Owner understands and agrees that the Owner shall be responsible for all obligations in connection with said water service at the premises and agrees to pay any unpaid balances accumulated on the account in the event that the account between the Owner and the Purchaser/Tenant may be terminated or should the Purchaser/Tenant otherwise fail to meet their obligation to pay the account in a timely fashion.

4. Owner further agrees to pay all charges and fees assessed or imposed by I-IMA, including, but not limited to, any water bill, interest, costs, or collection fees incurred in any process required by HMA to collect the account, terminate or temporarily suspend water service to the delinquent account, if the same should become necessary.

5. The Owner agrees that all additional mailings shall be directed to the Owner should it be necessary to contact the said Owner at the following address:

\_\_\_\_\_.

Owner agrees to immediately notify I-IMA if said address should change.

6. The said Owner and Purchaser/Tenant do hereby agree to indemnify and save harmless HMA from any and all liability associated with the delivery and/or supply of water services to the residence.

7. The Owner and Purchaser do agree to promptly notify I-IMA of any changes in the purchase agreement or lease entered into between Owner and Purchaser/Tenant including, but not limited to, changes of conditions specified in the Agreement/Lease attached hereto and/or any addendums to that Agreement/Lease.

8. HMA shall in no way be bound to guarantee the quality and/or quantity of the water provided to the Owner and/or Purchaser/Tenant of these premises.

9. The parties further agree that this written instrument shall be the entire agreement between the parties and shall not be altered unless done so in writing and executed by all parties hereto.

10. Time is of the essence in this Agreement.

11. This Agreement shall be construed according to the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

HOUTZDALE MUNICIPAL AUTHORITY

OWNER:

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

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

PURCHASER/TENANT

\_\_\_\_\_

\_\_\_\_\_



Acknowledgement for HMA

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

\_\_\_\_\_ N.P.

Acknowledgement for Owner(s)

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

\_\_\_\_\_ N.P.

Acknowledgement for Purchaser(s)/Tenant(s)

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

\_\_\_\_\_ N.P.