

BOROUGH OF NORTH APOLLO

ORDINANCE NO. 317 OF 2014

AN ORDINANCE OF THE BOROUGH OF NORTH APOLLO, COUNTY OF ARMSTRONG AND COMMONWEALTH OF PENNSYLVANIA, AMENDING CHAPTER 18 OF NORTH APOLLO BOROUGH CODE OF ORDINANCES BY ADDING A SECTION WITH REGARD TO TURNING OFF WATER FOR NONPAYMENT OF SEWER BILLS OR FOR NEGLIGENCE OR REFUSAL TO COMPLY WITH RULES GOVERNING SEWERS.

WHEREAS, the Borough of North Apollo is a duly incorporated municipal corporation within the Commonwealth of Pennsylvania; and,

WHEREAS, the Borough of North Apollo has seen increasing delinquencies in the payment of sewer bills and noncompliance with regulations governing sanitary sewers; and,

WHEREAS, the Borough of North Apollo deems it necessary to, in addition to citations for noncompliance, to add additional penalties in order to ensure compliance with the regulations; and,

WHEREAS, the Borough of North Apollo has an agreement with the Municipal Authority of Westmoreland County dated June 2, 2008 which sets forth procedures for the shut off of water supply to certain premises for nonpayment of rentals, dues, charges, and which is incorporated herein by reference and shall be the procedure utilized by the Borough for enforcement of this ordinance.

NOW THEREFORE, be it resolved this ____ day of November, 2014, as follows:

- A. The Borough Council or its duly authorized representative reserves the right at all times, after due notice, to shut off the water for nonpayment of sewer bills, including sewer recovery fees, or for neglect or refusal to comply with these rules and regulations and to assess such charges as may be determined by the Borough Council for the resumption of service.
 - (1) Where a consumer does not have Borough water service, the water service may be discontinued by either the physical plugging or disconnection of the service lateral. Prior to reconnecting the service, all bills shall be paid in full, including the cost of the disconnection/plugging and the cost of reconnecting the service lateral to the Borough's collection system.
- B. Service under an application may be discontinued for any of the following reasons:

- (1) Misrepresentation in the application as to property or fixtures to be supplied or the use to be made of the water supply.
- (2) Use of water for any property or purposes other than described in the application.
- (3) Waste of water through improper or imperfect pipes, fixtures or otherwise.
- (4) Failure to maintain in good order, connections, service lines or fixtures beyond the curb and owned by the applicant.
- (5) Molesting any service pipe, meter, curb stop or seal or any appurtenance of the sewer system of the Borough of North Apollo.
- (6) Vacancy of the premises.
- (7) Violation of any rules of the Borough of North Apollo.
- (8) Failure to make payments of any charges against the property.
- (9) Refusal of access to property for purposes of inspecting, reading, care for or removing meters.

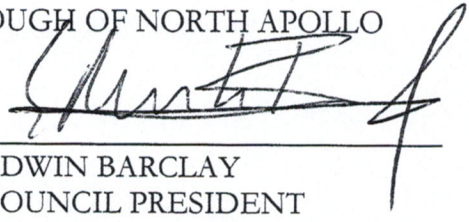
C. Where any residential building is occupied by any tenant, the Borough shall follow the procedure set forth in the Utility Service Tenants Rights Act, 68 P.A. Section 339.1, prior to the discontinuation of water service to such residence. Notice shall be given to the landlord and tenant(s) in accordance with said Act. The tenant(s) shall have the right to cure such action upon receiving notice of discontinuance of water service in accordance with the Act; specifically, the tenant may pay an amount to the Borough equal to the sewer bill for the 30-day period preceding notice to the tenant(s). In such case, the Borough may continue billing for sewer service and giving notice every 30 days thereafter if delinquency in payment of sewer bills continues.

D. The Borough Council, or its duly authorized representative, shall have the right to turn off water service to a property or to part of the Borough water distribution system without notice in case of a waterline break, or for the purpose of making necessary repairs or connections to the water system, or for other unavoidable causes. Reasonable notice will be given when practicable. In no case shall the Borough be liable to any water customer for any damages or inconvenience suffered by any water customer therefrom.

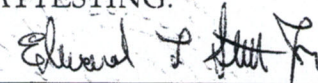
ORDAINED AND ENACTED THIS 3rd DAY OF NOVEMBER, 2014.

BOROUGH OF NORTH APOLLO

BY:


EDWIN BARCLAY
COUNCIL PRESIDENT

ATTESTING:


EDWARD STITT, SECRETARY

Examined and approved by me this 3rd
day of November, 2014.


EDWARD P. ARTMAN, MAYOR

**AGREEMENT FOR THE COLLECTION OF SEWER CHARGES THROUGH
MUNICIPAL AUTHORITY OF WESTMORELAND COUNTY**

THIS AGREEMENT made and entered into 2nd day of June, A.D. 2008, by and between the **MUNICIPAL AUTHORITY OF WESTMORELAND COUNTY**, a municipal authority created under the Municipal Authorities Act of 1935 and doing business under the authority of the Municipal Authorities Act of 1945, as amended, having its domicile in New Stanton Borough, Westmoreland County, Pennsylvania, party of the first, hereinafter termed "**MAWC**".

AND

NORTH APOLLO BOROUGH, located in the County of Armstrong and the Commonwealth of Pennsylvania, party of the second part, hereinafter termed the "**BOROUGH**".

WHEREAS, **MAWC** is the owner, distributor and operator of a water distribution system serving customers in North Apollo Borough and

WHEREAS, the **BOROUGH** is the proper entity which supplies sewage service to the citizens and residents of North Apollo Borough under proper contract; and,

WHEREAS, **MAWC**, is authorized and required, upon proper request and direction of the **BOROUGH**, pursuant to the provisions most recently amended by the Act of Assembly of December 30, 1959, P.L. 2093, Section 1, and further , under the Act of amended 53.P.S. 2261 to 53.P.S. 2265, to shut off the supply of water to certain premises until all over due rentals, rates and charges, together with any penalties and interests thereon, shall be paid as the result of neglect or failure to pay for a specific period, as set forth in the Act of Assembly, any rental rate of charge for sewer or sewage treatment service imposed by the **BOROUGH**, and

WHEREAS, the parties hereto desire to set forth a procedure for implementing the Acts of Assembly set forth above.

NOW, THEREFORE, the parties hereto, in consideration of the sum of ONE (\$1.00) DOLLAR, each to the other in hand paid, and for other good and valuable consideration and in further consideration of the covenants hereinafter set forth, do agree as follows:

1. The **BOROUGH** shall present to **MAWC** an affidavit signed by a proper official of the said **BOROUGH** setting forth the following:

- (a) The name of the owner or occupant of the affected premises, along with a proper address for the premises;
- (b) The due date for the delinquent rental, rate or charge and the date which is thirty (30) days from said due dates;

- (c) The date that written notice was mailed to the person liable for payment of the rental, rate and/or charge and the date that written notice of intent to shut off the water supply was posted at a main entrance to the premises;
- (d) A statement that if the premises are leased, the delinquent rental was not incurred by a prior lessee.

Further, in the Affidavit itself that is submitted to **MAWC**, it will be necessary to state therein, as follows:

- (e) That if the premises are leased, the delinquent rental was not incurred by a prior lessee.

2. Upon receipt of the said Affidavit and in the event that the person liable for payment of the rental, rate or charge does not deliver to **MAWC** a written statement under oath or affirmation stating that he has a just defense to the claim or part of it within ten (10) days after posting of the premises and the mailing of the letter of intent set forth in paragraph 1(c) above, **MAWC** shall shut off the supply of water from its system to the proper premises until **MAWC** is advised, in writing, by the **BOROUGH** immediately of such defense.

3. Concurrently with the delivery of the Affidavit, set forth in paragraph 1 above, the **BOROUGH** shall pay to **MAWC**, the sum of TEN (\$10.00) DOLLARS being a portion of **MAWC**'s cost in shutting off the water supply to each premise listed in the Affidavit, and this amount shall not be subject to refund for any reason whatsoever. When the **BOROUGH** advises **MAWC**, that it has been properly paid and there should be a restoration of service, concurrent with the request for restoration, the **BOROUGH**, shall pay **MAWC** the further sum of TEN (\$10.00) DOLLARS. The fees and costs set forth in this paragraph may be amended from time to time as agreed upon, in writing, by the parties hereto.

4. In addition to those costs set forth in paragraph 3 above, the **BOROUGH** shall pay to **MAWC** the estimated loss of water revenues resulting from each such shut off made hereunder. Such estimated loss of water revenues shall be based upon the actual period of time during which the supply of water is shut off in each instance and the average water revenue received by **MAWC** for a like period of time during the year prior to such shut off from the premises or class of customer involved in each instance, as determined and computed from the books and records of **MAWC**, but in no event shall there be less than the minimum rate charged for such period of time. The estimated loss of revenue shall be billed by **MAWC** to the **BOROUGH** at the same time, in the same manner and subject to the same conditions as **MAWC** would have billed the customer if the water had not been shut off, and in the event that the said billing is not paid within thirty (30) days from the said billing, then **MAWC** shall restore the water service to the premises.

5. **MAWC** shall in no way or in any manner be liable for any loss, damage or other claim of any nature asserted by the owner of the premises, the water customer or any other person or corporation or other type of legal entity, based on or arising out of the shutting off of

such water supply and the **BOROUGH** shall indemnify and save harmless **MAWC**, its agents, officers, servants and employees, from any such loss, damage or other incurred by **MAWC** in connection therewith.

6. If a dispute shall arise between **MAWC** and the **BOROUGH** regarding the cost of **MAWC**'s services or the amount of estimated revenues lost or regarding any of the provisions of this Agreement concerning the payments for the services provided by **MAWC**, such dispute shall be submitted by either party to the Pennsylvania Public Utility Commission whose decision, unless reversed on appeal by the proper Court, shall be final.


7. This Agreement may be terminated by either of the parties hereto by giving thirty (30) days written notice to the other party at its principal place of business.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested by their authorized officers and their respective seals to be hereto affixed, the day and first above written.

**MUNICIPAL AUTHORITY OF
WESTMORELAND COUNTY**

BY: 
Chairman

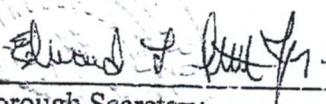
ATTEST:

BY:  (SEAL)
~~Secretary~~ Vice-Chairman
Jerome DeFabo

NORTH APOLLO BOROUGH

BY: 
Council President

ATTEST:

BY:  (SEAL)
Borough Secretary