

**ORDINANCE OF EAST CONEMAUGH BOROUGH
CAMBRIA COUNTY, PENNSYLVANIA**

ORDINANCE NO. 19-03

AN ORDINANCE ADOPTING AND RATIFYING AN INTERGOVERNMENTAL COOPERATION AGREEMENT BY AND BETWEEN THE GREATER JOHNSTOWN WATER AUTHORITY AND THE BOROUGH OF EAST CONEMAUGH PROVIDING FOR THE GREATER JOHNSTOWN WATER AUTHORITY TO TERMINATE THE WATER SUPPLY TO SEWERED AND IMPROVED REAL ESTATE THAT HAVE SEWER RENTAL, RATES, CHARGES AND ASSOCIATED PENALTIES, FEES, AND INTEREST OWED TO THE BOROUGH OF EAST CONEMAUGH AND ALSO SETTING FORTH THE PROCEDURE TO BE FOLLOWED AND THE COSTS TO BE RECOVERED.

WHEREAS, East Conemaugh Borough, Cambria County, Pennsylvania (hereinafter referred to as "Borough"), is authorized by 53 P.S. § 3102.502, et seq., as amended; to enter into an agreement for the termination of the water supply to the premises (sewered and improved real estate) until all overdue rentals, rates, charges and associated penalties, fees, and interest are paid; and

WHEREAS, East Conemaugh Borough deems it appropriate in the exercise or in the performance of its governmental functions, powers or responsibilities to collect delinquent sewer rentals, rates, charges and associated penalties, fees and interest through the termination of the water supply to the premises (sewered and improved real estate) by the Greater Johnstown Water Authority to be done in accordance with the Pennsylvania Intergovernmental Cooperation Law, (53 Pa. C. S. § 2301 et seq.).

BE IT ENACTED AND ORDAINED, by the Borough of East Conemaugh, County of Cambria, and Commonwealth of Pennsylvania, that it is hereby enacted and ordained by the authority of the same as follows:

SECTION 1.

- A. This Ordinance shall be known as the "Water Termination Ordinance of 2019."

SECTION 2.

- A. The Borough Council of East Conemaugh hereby adopts, approves, authorizes and ratifies an agreement for intergovernmental cooperation known as the "Water Termination Agreement." (A copy of the Water Termination Agreement is attached hereto, incorporated herein by reference,

and marked as Exhibit "A").

SECTION 2.

- A. The "Water Termination Agreement" is entered into pursuant to the provisions of 53 P.S. § 3102.502, et seq., as amended and the Pennsylvania Intergovernmental Cooperation Law, (53 Pa. C. S. § 2301 et seq.).

SECTION 3.

- A. The attached Water Termination Agreement specifies:
- (1) that the Borough of East Conemaugh agrees to indemnify the Greater Johnstown Water Authority and its agents from any claim that arises out of East Conemaugh Borough's request to have the water supply terminated;
 - (2) the procedure and forms to be followed and completed to have the water supply terminated and restored at a premises;
 - (3) the costs to have the water supply terminated and restore at a premises;
 - (4) the calculation of payment of lost revenues to the Greater Johnstown Water Authority;
 - (3) the duration of the term of the agreement;

(A copy of the Water Termination Agreement is attached hereto, incorporated herein by reference, and marked as Exhibit "A").

SECTION 4.

- A. The attached Water Termination Agreement shall be subject to all conditions and terms identified in 53 P.S. § 3102.502, et seq., as amended; the Intergovernmental Cooperation Law, and the Borough Code.

SECTION 5.

- A. The duration of the Water Termination Agreement shall be indefinite, subject to termination by either party as provided in the Water Termination Agreement.
- B. The borough of East Conemaugh is authorized to renegotiate a similar agreement, under similar terms and conditions, on a yearly or multi-year basis, in the future.

SECTION 6.

- A. It is the intent of the Borough of East Conemaugh that the provisions of this Ordinance are severable and the invalidity of any Section, subsection, clause or provision of this Ordinance shall not affect or impair the validity of any other part of this Ordinance which can be given effect without the invalid part or parts.

SECTION 7.

- A. The proper Officers of the Borough of East Conemaugh are authorized and directed to execute, attest, acknowledge and deliver all documents, on behalf of the Borough of East Conemaugh, in the form so approved.
- B. The proper officers of the Borough of East Conemaugh are authorized and directed to execute any and all documents, including the Water Termination Agreement, and to do any and all other acts that may be necessary and proper to carry out this Ordinance and the undertakings of the Borough of East Conemaugh to assure.

SECTION 8.

- A. All ordinances or parts of any ordinance that conflicts with any of the provisions of this Ordinance are hereby repealed insofar as same is inconsistent with or affects this Ordinance.

SECTION 9.

- A. This Ordinance shall become effective immediately, or as soon as legally permissible and shall remain in effect unless and until subsequently repealed or amended.

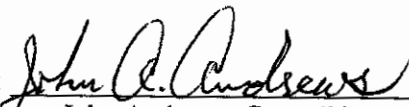
ORDAINED and ENACTED at a duly assembled public meeting by the Borough of East Conemaugh, County of Cambria, and Commonwealth of Pennsylvania this 4th day of November 2019.

ATTEST:



Nancy Geyer, Secretary

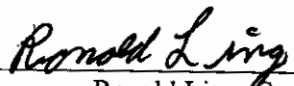
BOROUGH OF EAST CONEMAUGH

by: 

John Andrews, Council President

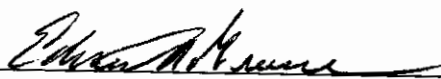
Grace Malfer, Councilperson

Martha Gregorchik, Councilperson



Ronald Ling, Councilperson

Marie Stephens, Councilperson



Edward Grove, Councilperson



Roland Toth, Councilperson

Approved this 4th day of November, 2019.



Aaron Ling, Mayor

WATER TERMINATION AGREEMENT

MADE this _____ day of _____, 2019, by and between:
GREATER JOHNSTOWN WATER AUTHORITY, having its offices or principal place of business in 640 Franklin Street, Johnstown, Pennsylvania 5901, hereinafter referred to as "GJWA",

A N D

BOROUGH OF EAST CONEMAUGH, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, and having its business office located at 355 First Street, Johnstown, Cambria County, Pennsylvania 15909, hereinafter referred to as "Public Sewer Provider."

WHEREAS, the Public Sewer Provider; and

WHEREAS, Public Sewer Provider has requested that GJWA terminate water service of GJWA water customers who are also municipal sewer customers and who are delinquent in their obligations to the Public Sewage Provider; and

WHEREAS, the subject matter of such request is provided for and authorized by 53 P.S. Section 3102.502, et seq., as amended; and

WHEREAS, GJWA is agreeable to provide such service to Public Sewer Provider 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 GJWA, Public Sewer Provider does hereby agree to indemnify, defend and save harmless GJWA, its employees, agents and servants, from any claim of any nature including personal injury, death and property damage, arising out of Public Sewer Provider's authority to request the termination or restoration of water service pursuant to request by the public sewer provider hereunder.

3. Water services shall be terminated only by employees, servants or agents of GJWA. Water service shall only be terminated or only reinstated on weekdays during normal working hours.

GJWA shall terminate water service upon receipt of a written request therefor from the Public Sewer Provider, which request shall include the following:

- (a) a statement containing the 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 that the sewer rentals, rates or charges or other obligation, including sewer system Rules and Regulations for said premises which have not been met or followed and which are delinquent

for a period of at least thirty (30) days.

(c) Affidavit (a copy of which is attached hereto, marked as "Exhibit A" and made a part hereof), executed by the President of Borough Council of the Public Sewer Provider, 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.

The GJWA shall provide confirmation of shut off to the requesting municipal body by telephone. If requested, written confirmation will be made only if the municipality provides a self-addressed stamped envelope and a completed "Termination Confirmation Form" (see attached "Exhibit C") with the initial request for termination. Any follow up on a terminated account will be the responsibility of the requesting municipality. Customers requiring subsequent turn off will be charged an additional termination fee to their account.

4. Neither GJWA nor its agents, servants or employees shall be liable for any personal injury, death or property damage or any other claim asserted by Public Sewer Provider 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, or misidentification of delinquent accounts, or order for termination of water service pursuant to this Agreement, whether legal or illegal.

5. In no event shall GJWA, its servants, agents or employees accept the payment of any rentals or sewer rates or any other sums due the Public Sewer Provider. All such payments shall be made directly by the customer to the Public Sewer Provider.

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

7. Water service shall be restored by GJWA upon proof of payment of the sewer bill, received during normal working hours on weekdays. GJWA shall endeavor to restore water service as promptly as possible. However, said Public Sewer Provider shall expressly indemnify, defend and hold harmless the GJWA as

specifically set forth in paragraph 2 above, as to any claims arising out of any delay in restoring water service.

8. During the period of termination the municipal organization shall pay to the GJWA estimated loss water revenues resulting from such shut off provided, however, there shall be no liability for payment when the shut off does not exceed 14 days. Lost revenues shall be calculated by the GJWA from the books and records of the GJWA, and based upon past bills of the customer. The estimated lost revenues shall be billed by the GJWA to the Public Sewer Provider at the same time the customer would normally have been billed. Billings to the Public Sewer Provider will continue until water service is restored or the premises are either incapable of utilizing water service or demolished. Termination requests shall not be accepted from municipal organizations in default on such payments.

9. Submission by Public Sewer Provider 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.

10. GJWA reserves the right to increase its turn on / turn off fee chargeable to the customer.

11. Public Sewer Provider shall reimburse GJWA \$25.00 for costs of turn off and an additional \$25.00 for the cost of reestablishing service. The customer shall be liable for payment of these charges to Public Sewer Provider prior to service being

restored by GJWA .

12. 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.

ATTEST:

GREATER JOHNSTOWN WATER AUTHORITY

Secretary

By: _____ (SEAL)
Chairman

ATTEST:

BOROUGH OF EAST CONEMAUGH

Secretary

By: _____ (SEAL)
President