

## **AGREEMENT**

MADE this 20<sup>th</sup> day of February, 2014, by and between:

READE TOWNSHIP MUNICIPAL AUTHORITY, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, having its office and principal place of business at 1032 Skyline Drive, P.O. Box 506, Blandburg, Pennsylvania, 16619, hereinafter referred to as "RTMA",

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GLENDALE VALLEY MUNICIPAL AUTHORITY, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, having its office and principal place of business located at 1800 Beaver Valley Road, Flinton, Pennsylvania, 16640, hereinafter referred to as "GVMA".

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

WHEREAS, the subject matter of such request is provided for and authorized by Section 502 of Act 28 of 2006, as amended, 53 P.S. §3102.502; and

WHEREAS, RTMA is agreeable to provide such service to GVMA upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is 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 RTMA, GVMA does hereby agree to indemnify, defend and save harmless RTMA, its employees, agents and servants, from any claim of any nature including personal injury, death and property damage (including, without limitation, consequential damages and Governmental fines, penalties or other sanctions),

arising out of any of GVMA's actions or requests to terminate or restore water service pursuant to this Agreement.

- 3) Water services shall be terminated only by employees, servants or agents of RTMA. Water service shall only be terminated or only reinstated on weekdays during normal working hours. Water services shall not be terminated for sewer delinquencies under circumstances deemed inappropriate under the Utility Service Tenants Rights Act (hereinafter, "USTRA").
- 4) RTMA shall terminate water service upon receipt of a written request therefore from GVMA, 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, charges, or other obligation for said premises which have not been met 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 GVMA, or his authorized representative, certifying that:
    - (i) Ten (10) days written notice of the intention to turn off water service has been provided to the person liable for payment and no written statement under oath or affirmation has been received averring that there is a just defense to all or part of the claim and said statement is not executed for purpose of delay;
    - (ii) 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; and,
    - (iii) That the shutoff will not violate the USTRA. RTMA may decline to perform the shut off if to do so under the existing circumstances would result in a violation of the Utility Service Tenants Rights Act, Act 299 of 1978, as amended, 68 P.S. §399.1, et. seq., or any other applicable statute, ordinance or regulation.

- 5) The RTMA shall provide confirmation of shut off to GVMA by e-mail. Any follow-up on a terminated account will be the responsibility of GVMA.
- 6) Neither RTMA nor its Board members, agents, servants or employees (the "Indemnified Parties") shall be liable for any personal injury, death, property damage, loss or any other claim asserted by GVMA 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 and GVMA will hold harmless, indemnify and defend the Indemnified Parties in connection therewith. It is understood that the Indemnified Parties shall suffer no loss whatsoever by reason of compliance with their obligations under this Agreement.
- 7) In no event shall RTMA, its servants, agents or employees accept the payment of any rentals or sewer rates or any other sums due GVMA. All such payments shall be made directly by the customer to GVMA.
- 8) Nothing in this Agreement shall be deemed to affect the right of RTMA to terminate water service to any customer for the non-payment of RTMA's water bills. Such termination shall continue as heretofore pursuant to the Rules and Regulations and practice of RTMA. RTMA's right to terminate water service for non-payment of its bills shall be deemed a prior right over RTMA's obligation hereunder to terminate for non-payment of GVMA's bills. RTMA shall not be liable to GVMA for any loss of sewer service charges which may result from such action by RTMA.
- 9) Water service shall only be restored by RTMA upon proof of payment of the sewer bill, received during normal working hours on weekdays. RTMA shall endeavor to restore water service as promptly as possible. However, GVMA shall expressly indemnify, defend and hold harmless the RTMA as specifically set forth in paragraph 2, above, as to any claims arising out of any delay in restoring water service.

- 10) During the period of termination, GVMA shall pay to RTMA estimated lost water revenues resulting from such shut off plus an administrative fee of 3%. Lost revenues shall be calculated by the RTMA from the books and records of the RTMA and based upon past bills paid by the customer. The estimated lost revenues shall be billed by the RTMA to GVMA at the same time the customer would normally have been billed. Billings to GVMA will continue until water service is restored, municipal water and sewer service to the premises are discontinued, or until this Agreement is terminated. In the event the GVMA becomes delinquent in its payments to RTMA as required under this agreement, RTMA shall add interest and penalties to any outstanding delinquent balance as stipulated in its Rules and Regulations, shall reestablish water service to any customers whose service has been terminated under this agreement, and shall not accept any additional termination requests from GVMA during the period of delinquency.
- 11) Submission by GVMA of a request to terminate water service shall be deemed to constitute an agreement to be bound by all terms and conditions of this Agreement.
- 12) GVMA shall reimburse RTMA at RTMA's then current rate for costs of turn off and turn on of water service. (The present cost for turn off is \$50.00 and for turn on is an additional \$50.00.) The customer shall be liable for payment of these charges to GVMA prior to service being restored by RTMA.
- 13) 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.

READE TOWNSHIP MUNICIPAL AUTHORITY

ATTEST: (Seal)

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman

GLENDALE VALLEY MUNICIPAL AUTHORITY

ATTEST: (Seal)

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman

**"Exhibit A"**

**AFFIDAVIT**

\_\_\_\_\_, \_\_\_\_\_ of the Glendale  
Name Title  
Valley Municipal Authority hereby requests the Reade Township Municipal Authority to terminate water  
service to the following premises for nonpayment of sewer service charges and specifically represents  
that:

1. The premises are located at:
  
  
  
  
  
  
  
  
  
  
2. That sewer service obligations or charges have been delinquent for more than thirty (30) days.
  
  
  
  
  
  
  
  
  
  
3. That ten (10) days written notice has previously been provided to the person(s) liable for the account and no written statement under oath or affirmation has been received averring that there is a just defense to all or part of the claim and that said statement is not executed for the purpose of delay.
  
  
  
  
  
  
  
  
  
  
4. That a notice of intention to terminate water service has been posted on the premises on Month, Day, Year.
  
  
  
  
  
  
  
  
  
  
5. That GVMA is not aware of any circumstances that would give rise to any violation of any statute, regulation, or ordinance if the customer's water is shut off.

**"Exhibit B"**

**TERMINATION NOTICE**

GVMA Letterhead or Logo - Date:

**10 Day Service Termination Notice**

(Must be posted at a main entrance to property served and mailed to the person(s) liable for compliance and payment of the rentals and charges and the owner(s) of the property or property manager)

Customer Name \_\_\_\_\_ Address \_\_\_\_\_

Owner Name \_\_\_\_\_ Address \_\_\_\_\_

Re: (Account No. and service address)

Dear Customer:

This is to notify you that you have been delinquent in your obligations to the Glendale Valley Municipal Authority for more than thirty (30) days. The delinquency consists of \$0.00.

Based upon the delinquency, the Glendale Valley Municipal Authority is applying to have water service to the property terminated until such time as the delinquency is paid. This is your notice that water service to your property at (service address) will be terminated following expiration of a ten (10) day notice period, on or after Month, Day, Year.

You may avoid water termination by paying the delinquent sewer bill in full or entering into a payment plan acceptable to GVMA to provide resolution of the delinquent obligations.

If during the ten-day period the person(s) liable for compliance or payment of the rentals and charges delivers to the public sewage provider listed below a written statement under oath or affirmation averring that there is a just defense to all or part of the claim and that the statement was not executed for the purpose of delay, the water supply shall not be shut off until the claim has been determined. An administrative hearing will be scheduled by the GVMA to determine the validity of your defense.

If water service is terminated, a turn-off, turn-on, and administrative fee will be charged.

Any questions concerning this termination should be directed to GVMA at: Glendale Valley Municipal Authority, 1800 Beaver Valley Road, Flinton, PA 16640, 814-687-3005.