

Greater Johnstown Water Authority
Rates, Rules and Regulations - Conditions of Service –
Latest Revision 01/01/19
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EXHIBITS:

Application for Water Service Line	“A”
Lead Free Certification Form	“B ₁ ”
Backflow Device Requirement	“B ₂ ”
Application for Water Service and Owner Information Form	“C”
Agreement for Installation of Public Fire Hydrant	“D”
Main Extension Agreement	“E”
Schedule of Extension Refunds (Domestic)	“F”
Customer Deposit Ledger and Refund Form	“G”
Delinquent Payment Agreement	“H”
Delinquent Notice of Tenant to Landlord	“I”
Application for Fire Hydrant Meter	“J”
Leak Adjustment Cover Letter	“K”
Request for Water Leak Adjustment	“L”
Request for Formal/Informal Hearing	
Informal/Formal Hearing Request	“M”
Complaint Form	“M ₁ ”
Waiver of Hearing and Appeal	“M ₂ ”
Request for Account Information	“N”
Section 8 Act 34 Compliance Application	“O”
Application for Recreational Water Service	“P”
Application for removal of fire service or private hydrants	“Q”

SCHEDULE OF RATES			
MINIMUM QUARTERLY METER RATES			
<i>A backflow charge of \$3.00 per quarter is added to all <u>residential</u> water bills and a capital surcharge of \$12.00 per quarter is add to <u>all</u> water bills.</i>			
Size of Meter	GPM	Qtr.	
5/8"	20	\$14.97	
3/4"	30	\$22.46	
1"	50	\$37.43	
1-1/2"	100	\$74.86	
2"	160	\$119.78	
3"	450	\$336.86	
4"	1250	\$935.71	
6"	2500	\$1,871.43	
8"	4400	\$3,293.71	
OUTPUT QUARTERLY CHARGES (Consumption)			
Pumping System			
Minimum Rate @ 0 gal.		\$14.97/Qtr.	
First 60,000 gal.		\$14.97 + 10.40 per 1,000 gals	
Next 240,000 gal.		\$619.94 + 5.82 per 1,000 gals	
Over 300,000 gal.		\$1,978.34 + 2.99 per 1,000 gals	

Rates effective 01/01/19

Bulk Resale Rates			
Output Charges – Consumption		\$1.81 per 1,000 gals	effective 1/1/18
Missed Appointment Fee		\$35.00	
Bad Check Charge	* \$25.00 plus bank charges		
Public Fire Service	Fire Hydrants, each	\$190.92 + \$12.00 Capital Surchg.	per annum
Private Fire Service	2" Fire Service	\$342.42 + \$12.00 Capital Surchg.	per annum
Private Fire Service	4" Fire Service	\$711.24 + \$12.00 Capital Surchg.	per annum
Private Fire Service	6" Fire Service	\$1,420.68 + \$12.00 Capital Surchg.	per annum
Private Fire Service	8" Fire Service	\$2,706.28 + \$12.00 Capital Surchg.	per annum
Private Fire Service	Fire Hydrant, each	\$190.92 + \$12.00 Capital Surchg.	per annum
Thawing Frozen Services (plus 5% interest for late payments)		*\$275.00	Weekdays
		*\$400.00	weekends and nights
Frozen Meter Charge plus 5% interest for late payments)		5/8" meter	*\$80.00
		3/4" meter	*\$85.00
		1" or Larger	Cost of repair or replacement
Frozen Backflow Device		*\$100.00	
Water For Building Purposes and Temporary Use			
Building Construction		single family home	\$24.60 flat rate
		other buildings	Regular Meter Rates
Other Uses			
Installing and Disconnecting Hydrant Meters		3"	\$152.95
		1½" and smaller	\$72.45
Water Used		Regular Meter Rates	
Water Leak Adjustment Fee	\$100.00		
Turn-on Fee	***\$25.00		
Customer Deposit Fee	***\$75.00		
Account Balance Verification Fee	**\$25.00		
**** 3 rd Party Billing	Cost + 10% Administration Fee		

* approved 6/12/03 ** approved 5/13/99 *** approved 11/12/98 **** revised & approved 9/15/05 -

*TESTING OF WATER METERS	
5/8" to 2" meters	\$35.00 per meter
4" meters	\$40.00 per meter
6" or Larger meters	Cost of entire test shall be borne by the customers
***TAP IN FEE	
Service Size	Charge
¾ " and 1"	\$1,300 plus all additional costs as set forth in Article III, Sect. 3.
** METER PITS	
Pit Materials Only	\$225.00
Pit Installed on New Service	\$850.00 plus all additional costs as set forth in Article III, Sec. 3
Pit Installed on Existing Service	\$850.00 plus all additional costs as set forth in Article III, Sec. 3

* approved 6/12/03 ** approved 3/1/01 ***approved 3/16/06

Mission of the Authority

The Greater Johnstown Water Authority is a joint municipal authority organized by the City of Johnstown and the Boroughs of Southmont and Westmont. The Authority serves customers in 17 separate municipalities in two counties. The Articles of Incorporation filed with the Secretary of the Commonwealth in 1963 by the three municipalities provide:

“Said Authority shall be organized for the purpose of acquiring, holding, constructing improving, maintaining and operating, owning and leasing, either in the capacity of lessor or lessee, projects of the following kind and character: waterworks, water supply works, water distribution systems, lakes, reservoirs, low head dams, watershed areas, permanent open space land areas and all appurtenances thereto in and for the benefit of the citizens of the City of Johnstown, the Borough of Westmont and the Borough of Southmont and surrounding and adjacent townships into which one or more of the projects of the Authority extends or is to extend.”

The Authority finds that the extent and scope of water supply service is within its discretion to define considering always the cost and quality of the service provided to its customers.

ARTICLE I. ESTABLISHMENT

Greater Johnstown Water Authority establishes and does hereby adopt the following *Rates, Rules, Regulations and Policies* which are a part of the service contract with every water customer. Said customer, by accepting and taking of the water service, agrees to be bound by these policies as they exist on the date service is obtained and as they may change from month to month.

ARTICLE II. DEFINITIONS

The following words and terms are used in this Resolution and shall be construed or defined as follows, unless the context clearly indicates otherwise:

"**Authority**" means Greater Johnstown Water Authority.

"**Commercial**" or "**Commercial Establishment**" shall mean any premises connected to the water system either used for other than exclusively residential purposes, or a group of residential units served by a single meter.

"**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 or any household member residing therein.

"**Cross-connection**" is any pipe, valve or any other physical connection, arrangement or device connecting the pipelines of the Authority or facilities, directly or indirectly connected therewith, to and with pipes or fixtures by which any contamination might be admitted or drawn from lines other than the Authority's into the main distribution system or into lines connected therewith.

"**Owner**" shall include anyone in whose name any property being supplied water by the Authority is recorded in the Office for Recording of Deeds for the County of Cambria, or the County of Somerset, Pennsylvania.

"**Premises**" as used herein, means the property or area, including improvements to which water service is or will be provided.

"**Water System**" means all the facilities of the Authority for the supplying of water to the Authority's consumers.

ARTICLE III. SERVICE CONNECTIONS

1. Application for Service

Any owner(s) requesting installation of a service line or lines from the Authority's main into his or her premises must first make written application (**Exhibit A**) on the form furnished by the Authority, at least one week before service is required and the guarantee that such service will continue for at least one year and the exact time when the trench from curb to the property will be ready for making the connection.

In addition, owner(s) requesting service connection as a result of new constructions, service line renewal or reestablishment of service must also sign the Lead Free Certification and Backflow Device Requirement (**Exhibits B₁ and B₂**) before connection is made.

2. Application to be signed by Property Owner(s)

The application for new service connection must be signed by all property owners, or their duly authorized agent.

3. Connection Fee (revised 3/16/06)

Application for new service connection must be accompanied by a connection fee for each service connection as hereinafter provided under **SCHEDULE of RATES “Tap-in-Fees”**.

In addition to the above charges, the applicant must reimburse the Authority for the cost of: (1.) any paving or street opening permit required, the cost of paving such opening or openings as may be made in any street or highway, the cost of any drilling or driving under any street or highway in connection with the installation of the service line covered by the application, (2.) any facilities fees payable under a currently effective Developer’s or Main Extension Agreement (3.) the costs of any pipes, valves or other materials needed for services over one inch diameter.

4. Authority to Make Connection

Upon the approval of the application of any property owned for a supply of water and the payment of the above listed charges, the Authority will tap the main, insert corporation cock, carry service pipe to curb and install curb stop and curb box. No customer or owner shall make a connection into the Authority’s water system.

5. Location of Service Line

The location of the service line will be designed by the Authority and no service line shall occupy the same trench with any facility of a public service company, or be within four feet of any open excavation or vault unless such installation plan shall have been previously authorized and approved by the Authority as evidence by its written permission.

6. Time for Connection

No service connection will be installed during the period that street openings are prohibited by municipal regulations, nor at any time when in the judgment of the Authority working conditions are unfavorable for installation either by reason of weather, temperature, conditions of the soil or otherwise.

7. Changing Location or Size of a Service Line

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

8. Authority Maintenance Responsibility

The Authority will be responsible for the maintenance and repairs of the service line between the main and the curb stop.

9. Service Lines to be on Owners Property

Authority’s service lines will not be installed on private property, unless the customer provides a duly recorded written easement granting permission for the Authority to install and maintain the service line on said private property. If the service line from the curb to the premises served passes through the property of persons other than the owner of the premises to be supplied, the owner shall assume liability for the service. (**See Diagram #1**)

10. Owners Maintenance Responsibility

The service line beyond the curb stop shall be installed and maintained by and at the expense of the property owner. The portion of the service line installed by the property owner shall not be less in size and quality than the service line in the street laid by the Authority and shall be laid not less than 4 feet below the surface and not less than 4 feet distant from any open area or vault and shall not be covered until the tap on the main is made and the service line tested. If any defects in workmanship are found, the service shall not be turned on until such defects are remedied. The Authority is not assuming responsibility to inspect and discover such defects.

All plumbing connections shall be able to withstand a pressure of at least 150 pounds per square inch.

A compression stop and waste cock shall be installed by the applicant in each consumer service line immediately inside the basement wall between the basement wall and the meter. If such a service line is 1-1/2 inches or larger in diameter, the applicant shall also install a stop on the outlet side of the meter. In the event the pressure in a service line inside the basement wall is deemed excessive by either the Authority or the applicant, the responsibility of installing a pressure regulator and all costs thereof will be borne by the applicant. A backflow prevention device as determined by the Authority to be suitable and appropriate for the anticipated flows, property uses, and site conditions shall be installed prior to service being initiated pursuant to Article VII Sect. 7 (commercial/industrial) and Article VII Sect. 8 (residential).

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 leaking from customer's service line. (See **Diagram #1**)

12. Prohibition on Operating Curb Stop

Under no circumstance shall any person not authorized by the Authority open, close or otherwise operate the curb stops or street valves in any public or private line.

13. Authority to Locate Meters and Remote Readers

The Authority reserves the exclusive right to determine when and where meters and remote readers shall be installed. Services lines less than 100' in length will be placed within the premises and the consumer will provide free of charge and expense to the Authority, an easy accessible place near the entrance of service pipes, with a stop and waste cock at the inlet side of the meter.

Services greater than 100' in length will require the meter to be placed in an approved meter box, provided by the Authority at the expense of the consumer, and must have suitable stop and waste valves approved by the Authority.

The customer shall also provide a location suitable to the Authority on the outside of the building, no more than 50 feet from the meter for the placement of the remote reader. The area around the remote reader shall be kept free of obstructions and accessible.

14. Authority to Size Meters for Use

The Authority shall determine the size of the meter to be installed based on the service sought and will furnish and set meters and connections free of charge other than for temporary uses. The meter and connections shall remain the property of the Authority, and access to same for reading of the meter, inspection, testing, repairs, etc., must be permitted at all reasonable times by the consumer. The Authority may change the size of meter for a service which has already been installed.

15. Areas That Do Not Meet Minimum Pressures

No new service shall be installed in areas that do not currently meet the PADEP mandated minimum system pressures. Exceptions may be granted due to safety and health concerns with a signed waiver releasing the Authority from any and all liability. No new service shall be installed where in the reasonable determination of the Authority, the use of the service would reduce the pressure in existing service areas below the state mandated minimums.

16. Recreational Water

Community agencies must file an application form (**Exhibit P**) signed by the agency representative and co-signed by an authorized representative of the governing body, (i.e. school board/borough council etc.) The installation will be limited to providing the party/organization with 2,000 gallons of water per month for a period not to exceed four (4) months in any given year. The requesting party is responsible for all fees related to the installation and consumption exceeding 2,000 gals. per month.

ARTICLE IV. WATER SERVICE

1. Application for Water Service *revised 07/01/16

Every consumer requesting water service shall complete the required application on the form furnished by the Authority and establish identity in a form acceptable to the Authority at least three days before service is required. All applications are taken subject to approval of the Authority. **Exhibit C**

2. New User or Owner Requires New Application

A new application must be made and approved by the Authority upon any change in ownership of property, 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 customer has an outstanding sewage or water bill or service charge in an amount greater than \$50.00 no new service shall be established until payment in full is received or a payment plan has been approved. Amounts less than \$50.00 shall be transferred to the new account.

3. Water Contracts are Month to Month

All contracts for water service shall continue in force from month to month, but either party may cancel contract by giving three day's written notice that the contract shall terminate.

For service beginning during a quarterly period, the minimum charge shall be prorated on a monthly basis. In cases where water is turned off and the meter removed, no further charge for water service will be made until service is again restored.

4. Customer Vacating Premises Served

Any customer vacating a premise for which water service is provided must give notice (either in person or in writing) to the Authority at their office located at 640 Franklin Street Johnstown, Pa 15901 so that the service may be turned off at the curb. Customers failing to give such notice shall be responsible for payment of water bill until date proper notice was given.

5. Cancellation of Application

The Greater Johnstown Water Authority reserves the right to cancel service to the property served for reasons which are not in the best interest of the Authority for misrepresentation, or failure

to provide material facts relevant to the service. Such cancellation will be effective after a five (5) day notice has been given to the new occupant. The Authority may also cancel the application for reason that the property served, or the applicant currently has outstanding unpaid sewer bills that were not disclosed at the time of the application.

6. Separate Services

Separate applications must be made, and separate metered service obtained in the following cases:

- (a) For each building under one roof owned or leased by one party, and occupied as one residence or business, every single house must have a separate meter and all double houses and rows of houses must have a separate meter for each tenant.
- (b) For each combination of buildings owned or leased by one party in one common enclosure and occupied by one family or business.
- (c) For each side of a double house having a solid vertical partition wall.
- (d) An apartment house, duplex house, office building or business block, occupied by more than one tenant may be supplied through a single meter, except that any portion thereof which has separate ownership must have a separate meter.
- (e) In such other cases as to the Authority shall deem proper and advisable under the circumstances.

7. No Supply to Others

No consumer or any premises supplied with water by the Authority will be allowed to supply other persons or families or other premises except by written permit from the Authority. Consumers who violate this rule may have their water service terminated on 5 days notice, and it may remain so until the Authority is satisfied that the Policy is observed.

8. Dual Customers - Share Responsibility

When two or more consumers are supplied through a single service pursuant to written permission of the Authority, any violation of the rules of the Authority by either or any of said consumers shall be deemed a violation as to all and the Authority may take such action as could be taken against a single consumer except that such action shall not be taken until the innocent consumer, who is not in violation of the Authority's rules, has been given reasonable opportunity (5 days) to attach his pipes to a separately controlled service connection.

9. Dual Customers - Separate Water Turnoffs (revised 2/9/06)

In the case where two or more consumers are supplied with water from the same service line, pursuant to written permission of the Authority, a distinct and separate curb stop and curb box or other acceptable means of separate shut-off, accessible to the Authority on a 24 hour per day basis, will be provided for each consumer.

10. Multi-Unit Buildings (revised 2/9/06)

Multi unit buildings serviced by one (1) meter must remain in the property owner's name and responsibility. Multi unit buildings supplied through a single service, constructed after February 9, 2006, shall be given an option to install separate meters for each unit pursuant to the requirements outlined by the Manager and written permission of the Authority.

11. Contractor's Permit

Contractors, builders, or others will be required to obtain a written permit from the Authority before using water for any construction purposes. The Authority may require a guaranty deposit from contractors and builders.

ARTICLE V. DEPOSITS

1. Customer Deposit (revised 04/2016)

Deposits will be required from customers requesting temporary service (for a period of less than thirty (30) days) in the amount equal to the cost of the meter and all related equipment needed to install the service plus anticipated usage. The Authority also reserves the right to require a deposit from any consumer with poor credit history with the Authority. **(Exhibit G)**

2. Return of Deposit

Deposits shall be returned to the depositor when he/she shall have paid undisputed bills for service over a period of twelve (12) consecutive months or upon discontinuance of service by the consumer and payment of all charges due. Any consumer having secured the return of a deposit may not be required to make a new deposit unless the service has been discontinued or the consumer's credit standing becomes impaired through failure to comply with policies of the Authority.

3. Payment of Undisputed Bills

The payment of any undisputed bill, within the meaning of this policy, shall be payment of the bill, with or without discount or penalty, within fourteen (14) days of the date of the bill. The payment of any contested bill, payment of which is withheld beyond the period herein mentioned and the dispute is determined in favor of the consumer, shall be made by the consumer within ten (10) days thereafter.

4. Interest on Deposits

No interest will be paid on customer deposits.

5. Deposits not applied to bill

Any consumer having made a deposit shall pay his/her bills for water service as rendered in accordance with the rules, policies and procedures established by the Greater Johnstown Water Authority. After 12 consecutive payments with no penalties the deposit shall be applied to the customer's account.

6. Deposit for Temporary Water Service

Water for temporary purposes may, at the option of the Authority, be furnished by metered service. The Authority will install and disconnect the meters; the deposit for which shall be payable at the time the permit is granted. All temporary consumers will specify the exact length of time the meter connection will be needed. An extension, if needed, can be obtained by notifying the Authority at least three (3) working days before the time period requested has elapsed. If an extension request is not received, the meter will be removed, and the account settled. All 3-inch hydrant meters that need to be moved to a different location for the same consumer, must be moved by the Authority or its designated agent. If a meter is moved without authorization the user will forfeit all the deposit and the meter will be confiscated.

ARTICLE VI. TERMS OF PAYMENT (Article VI Sect. (6) approved 5/13/99)

1. When Charges are Due

All bills will be rendered on a monthly basis rather than a quarterly basis. Meter readings shall continue on a quarterly basis as heretofore, and billings for the first two monthly periods of each quarter shall be estimated, with the third monthly billing of the quarter to be adjusted to the actual meter reading. Bills must be paid at the office of the Authority located at 640 Franklin Street Johnstown Pa., 15901, through U.S. mail to P.O. Box 1407, Johnstown, PA 15907, or any authorized collection agency in the service areas within fourteen (14) days of the date of the bill. A bill for service to the Commonwealth of Pennsylvania, United States Government, or any department or institution thereof must be paid within thirty (30) days of the date of the bill. Charges for building purpose and other temporary uses shall be payable on demand.

A penalty of 5% of the amount unpaid shall be applied to a customer's bill where such bill is unpaid for more than 20 days.

Due date for payment shall be extended to the sixth (6th) of the month for customers whose primary source of support is Social Security or Pension checks, and such request was made prior to June 12, 1997. Penalties for late payments will be posted on the seventh (7th) day of the month instead of twenty (20) days after the billing date. ***This procedure only applies to those participating prior to June 12, 1997 – no new requests are considered.***

If payment is not received, the Authority shall have the right to terminate service and lien the property subsequent to Municipal Lien 53 P.S. Section 7101.

2. Customer to Pay for all Water Delivered (Article VI "Term of Payment" Sect. 2(a) (b) revised 4/9/98)

- a. All water passing through a meter shall be charged at the regular rate and no allowance will be made for excessive consumption due to internal leaks.
- b. The quantity of water recorded by the meter, not the remote read unit, 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. If there is a difference between the reading on the remote dial and the meter, the reading on the meter will be used for billing.
- c. Consumers requesting adjustments due to leak in service line may be entitled if leak occurs on service line originating from the meter pit to the premise.

(See Diagram 1)

3. Water Leak Adjustment (Article VI Sect. (3) revised 9/13/01, revised 2/9/06)

Situations involving leaks may occur that are beyond the control of the responsible water customer, and may result in an adjustment being granted. However, only one leak adjustment will be granted per person per metered account. Requests for leak adjustments should be submitted on the appropriate form **(Exhibit L)**.

No bill will be adjusted unless the cause of the leak has been determined, repaired and consumption has returned to normal. The Manager will be responsible for administering Article VI Section 3 "Water Leak Adjustment" of the Policy. If an adjustment is granted, billing shall be revised as set forth below.

- a. Leak adjustments ("at single family residential accounts") shall be adjusted to \$100.00 plus average bill calculated using the past eight (8) quarters, if available, or latest account history.

- b. Leak adjustments (“at commercial, industrial, institutional or multi family accounts”) shall be adjusted to \$100.00 plus an amount equal to one half of the amount due under the current rate schedule for all water passing through the meter or delivered to the property.

4. Testing of Water Meters

At the written request of a consumer the Authority will make a test of the accuracy of the meter supplying his premises, if so desired, in his presence or that of his authorized representative. Each request for the test of a meter for accuracy shall be accompanied by a deposit in an amount governed by the size of the meter (**See Schedule of RATES “Testing of Water Meters.”**) Cost of the entire test must be borne by the consumer. If the meter so tested shall be found to have an error in registration of less than four per cent (4%), the deposit required shall be retained by the Authority as compensation for such tests; if the error in registration is found to be four percent (4%) or more, then the cost of the test shall be borne by the Authority and the amount of the deposit shall be returned to the consumer. Meters found to be within the acceptable range shall be reinstalled on the customer’s service line.

5. Adjustment of Charges for Inaccurate Meter

If a meter is found to be in error by more than four per cent (4%), when tested, an adjustment shall be made to the customer’s bill. The adjustment will be calculated back from the date of test through the entire period of the current bill, unless it can be shown that the error is due to an accident or other cause, the exact date of which can be determined, in which case it shall be calculated back to such date and up to the date of test and through the entire period of the current bill.

6. Account Balance Verification Article VI Sect. (7) approved 5/13/99

Written verification of customer account information may be requested using the appropriate form (**Exhibit O**). The owner or responsible party of the account must authorize such requests, with the reason for the request being stated. A fee for processing the request will be charged in accordance with the Greater Johnstown Water Authority’s Schedule of Rates. (**See Schedule of RATES “Account Balance Verification.”**)

7. Collection Policy

It is the Authority’s policy to collect all amounts due for water service, first from the customer and then from the landlord if the customer is a tenant. All practical action will be taken to collect such amounts so as to avoid charging off the account and consequently requiring other customers of the Authority to absorb these costs. (**See Collection Policy**)

ARTICLE VII. CONDITIONS OF USE

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 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 fluctuation in the water system.

2. Customer and Owner Responsibility

Customers and owners 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. Customers and 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 through the curb stop.

3. Release of Liability

The Authority shall not be liable for any damage resulting from leaks, broken pipes, or from any other cause occurring to or within any house or building; and it is expressly stipulated by and between the Authority and the consumer that no claims shall be made against the said Authority on account of the bursting or breaking of any main or service pipe or any attachment to the said Water System.

4. Customer to Maintain Sufficient Heat in Premises Served.

Customers whose meters are located inside a structure shall be 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.

5. Customer Liability for Meter and Equipment Addition of 2nd sentence in Sect 5 -approved 4/12/01

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 consumer except for meters which are located in an approved meter pit.

If premise becomes vacant and damage to water authority equipment occurs, the owner of the property shall be responsible for the cost of replacing damaged equipment. In the event payment for any such loss or damage is not made within fourteen (14) 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.

The GJWA will assume responsibility for maintaining Remote Read Meters except where damage is caused by circumstances that go beyond routine repairs and maintenance. Customer requesting a review of the contested charges must do so by submitting their request in writing to the GJWA. A committee of the Authority will review such requests.

6. Final Meter Reading (Approved 5-11-00) (Addition of (a) and (b - Shut-off Options approved 4-11-02)

A fee of \$100.00 will be charged to a customer's account who fails to provide an actual final reading of their inside meter prior to closing their account. The fee will cover the cost of a missed appointment (see **Schedule of Rates "Missed Appointments"**) and \$ 65.00 for the cost of the meter that is unable to be removed. The customer will be given one week (7 days) to arrange a final reading with the Authority's Customer Service Department. Should the customer not comply within the seven-day period, final billing will be estimated, and the additional \$100.00 fee will be included on their bill.

In cases where property owner information is available, the Authority will notify the owner by mail, within the same week, and inform the owners that they have thirty (30) days to contact the Customer Service Department to arrange having their inside meter read. Non-compliance to the 30-day period will result in the owner being liable for the \$100.00 fee. Property owners will be responsible for any usage charges left unpaid.

If the owner of the property requests to have the water service terminated or remain in service, the owner will be given the following two (2) options:

- a. Have the service terminated at the curb and provide access to the property so that the equipment (meter and backflow device) can be removed. A \$60.00 fee will be charged for re-installing the equipment. The amount charged covers the cost of removing, re-installing and a turn on fee.
- b. Leave the water service on at the curb and invoice the property owner a monthly service bill (**see Schedule of Rates**). Under this option the owner will be responsible for equipment in the event of freezing, or damage resulting from internal broken lines and leaks.

7. Discontinuance of Service

The Greater Johnstown Water Authority reserves the right to discontinue water service for nonpayment of delinquent water bills or for neglect or refusal to comply with the Authority's policies after first having exhausted all attempts to resolve the problem and giving the consumer a five (5) day written notice, (except that service may be terminated without notice upon discovery of a cross connection). Service so discontinued or shut off temporarily at the request of the consumer shall not be restored until a turn-on fee has been paid to the Authority (**See Schedule of Rates "Turn-on-Fee"**)..

Water service under an application may be discontinued for any of the following reasons:

- a. Application misrepresentation - such as property or fixtures to be supplied or the use of the water supply.
- b. For the use of water for any other property or purpose than that described in the application.
- c. For the waste of water through improper or imperfect pipes, fixtures or otherwise.
- d. For failure to maintain, in good order, connections, service lines or fixtures for which consumer or owner is responsible.
- e. For tampering, obstructing and/or vandalizing any service pipe, meter, curb stop, seal or other equipment owned by the Authority.
- f. Cases where property served by the Authority becomes vacated.
- g. For any violation of the Authority's Policies, Procedures, Rules and Regulations.
- h. For neglecting to make payments of any charges established by the Authority.
- i. For any cross-connection which allows or creates the potential for any water or liquid to re-enter the main service line of the Authority.
- j. The Authority shall have the right to cut off service without notice in cases of breakdowns or for other unavoidable causes, or for the purpose of making necessary repairs, connections, etc. Reasonable notice will be given when practicable. In no case shall the Authority be liable for damage or for the inconvenience suffered.
- k. For refusal of access to property by a representative of the Authority providing photographic identification, for the purpose of inspection, meter reading, maintaining or removal of meters or other equipment of the Authority.
- l. For refusal to conserve water during periods of restricted water use and supply.
- m. For failure to pay water bills of the customer or for person currently living in the household of the customer, incurred at a prior location or from service in the name of another person living in the household.
- n. For failure to pay for sewer service when termination is requested by the sewer service provider pursuant to State Law.

8. Back Flow Prevention Devices at Commercial or Non-Residential Premises

The owner of a commercial or non-residential site shall be responsible to install and maintain in good working order, a backflow device approved by the Authority. The owner of a property served by water shall be responsible for providing proof of annual testing, of the backflow preventer by a registered plumber certified in the installation and inspection of back flow prevention devices. Failure to install, maintain or test a backflow device shall be considered the establishment of a cross connection.

9. Backflow Prevention Devices at Residential Single-Family Households

Backflow Devices at single-family residences shall be provided by the Authority. Installation cost, if done by the Authority will be borne by the Authority. Each residential owner will have the option to install this device, which will be provided by the Authority, at his expense, if he so chooses, but such installation must be inspected and approved by the Authority's personnel. Such installation does not relieve the residential owner from payment of the monthly backflow fee. **(See Schedule of Rates).**

Backflow Devices shall be inspected by the Authority from time to time as it determines necessary based on accepted standards of the industry. No customer may tamper or interfere with the operation of a backflow device. Tampering with or otherwise compromising the operation of a backflow device shall be considered the establishment of a cross connection.

10. Cross Connections are prohibited

No new cross-connection shall be installed, and no existing cross-connection shall be continued. The Authority may immediately terminate service upon the discovery of a cross connection, regardless of any time limits contained elsewhere in these regulations **(See Article II Definitions)**

11. Inspection of Premises

Any authorized employee of the Authority upon the presentation of credentials consisting of photographic ID shall have access at all reasonable hours to any premises supplied with water, for the purpose of reading meters, making inspections or repairs and securing such other information as may be deemed necessary by the Authority.

Upon neglect or refusal on the part of the consumer to provide such access to the premises, service may be discontinued and in such case the Authority will not be liable for any damage or inconvenience suffered by the consumer. Where the Authority and consumer make an appointment for inspection correction or other purpose related to water service at a mutually convenient time and the meeting is canceled or missed by the customer, without 24 hours notice a missed appointment fee shall be assessed against the customers account. **(See Schedule of Rates "Missed Appointments")**

ARTICLE VIII. FIRE SERVICE

1. Non-Discrimination

It is the policy of the GJWA that all customers and all municipalities shall to the extent that physical differences and cost, make this possible, be treated equally in terms of the extent, quality and quantity of service available.

2. Public Fire Service

When a city, borough or township desires the installation of an additional fire hydrant, the Authority shall bear the cost of the new hydrant and the installation thereof; provided:

- (a) the requesting party complete and sign the required application and submit said application to the GJWA (**Exhibit D**).
- (b) that the new hydrant at the proposed location can be satisfactorily supplied from the existing Authority distribution system.
- (c) that the new hydrant will not be less than 1000 feet distant from an existing hydrant.
- (d) an annual service fee shall be paid to maintain and service these hydrants.
(See **Schedule of Rates “Hydrant Fees”**).

3. Relocation of Public Fire Hydrants

Whenever the location of a fire hydrant is ordered changed by a municipality the change will be made by the Authority at the expense of the municipality.

4. New Fire Hydrants

System Improvements solely to accomplish Fire Service or improvement of Fire Service Installation cost of hydrants or other facilities shall be governed by ARTICLE VIII (2). Approval shall be in a form sufficient to bind the municipality to the payment of the costs involved and shall mention this section. A new hydrant must have the capability of being supplied by the existing distribution system. The Authority shall have the right to refuse the granting of a hydrant installation if it is determined by Authority personnel that the mains or service lines are not sufficient to provide such service.

5. Application for hydrant meter

Consumer requesting installation of a Fire Hydrant Meter must complete and return the application within seven (7) working days prior to date meter is to be installed (**Exhibit J**).

6. System Improvements solely to accomplish fire service

The Authority shall not undertake improvements to the water system solely for the purpose of improving or extending public fire service unless the governing body of the affected governmental agency or developer:

- (a) shall make the request for the improvement in writing.
- (b) make arrangements for the installation of additional fire hydrants (as may be required) pursuant to ARTICLE VIII (4)

7. Fire Protection Improvements as a part of ongoing system upgrades

The Authority shall consider fire service needs and the effect of a project on fire service when undertaking general improvements to its water supply system. When considering fire service needs, the Greater Johnstown Water Authority will incorporate an engineering study within said project for the purpose of improving or upgrading fire service. The balance of necessary expenses (as per ARTICLE VIII (2)) will come from the benefiting municipality or developer.

8. Private Fire Hydrants/Fire Service

Fire hydrants for private (non-municipal) entities shall be installed by the Authority upon written request (**as per Article VIII (4)**) and shall be served by a separate water service. Cost of the hydrant and installation shall be borne by the requesting private entity and will be installed only if sufficient capacity and pressure is available.

Use of private fire hydrants shall be governed by the rules established for hydrant use (**as per Article VIII (10)**).

9. Private Fire Service requires separate water service

No water shall be used through a consumer service line for private fire service except for the purpose of extinguishing fires. Fire service systems located within a building must be supplied through a separate service. No cross-connection shall be made between any such private fire service line and any regular water service or supply line.

10. Size of private fire service

No consumer service line for private fire service shall be larger than six (6) inches in diameter and each private fire service shall be at least one commercial size lower than the main to which it is to be connected.

11. Use of Fire Hydrants

- (a) No fire hydrant shall be used without the Authority's permission for any purpose other than an emergency threatening the public safety.
- (b) Fire departments requesting use of hydrants for training shall make a written request at least one week in advance of the intended use. If, in the opinion of the Authority, use of the hydrant or hydrants will cause a water supply or quality problem, the Authority shall have the right to designate an alternate hydrant for use.
- (c) Requests for use of fire hydrants by any municipality must be made to the Operations Department of the Management Company. The Authority reserves the right to designate an alternate hydrant or to regulate the time of use and volume. If the amount to be used is more than 1000 gals., the Authority may require that a meter be temporarily installed and the amount in excess of 1000 gals. billed.
- (d) Testing of Fire Hydrants and Private Fire Service must be done with advance notice and permission from the Authority, so as not to disrupt service to the Authority's customers. The GJWA reserves the right to schedule the time of testing.

12. Removal of Fire Service/Private Hydrants (Exhibit Q)

13. Disclaimer of Liability

The Authority does not assume any liability as insurer of property or person and a consumer receiving fire service will not be entitled in the event of fire to any service, pressure, capacity of facility other than that available at the time in view of the circumstances of the Authority at that time. The Authority shall not be liable for any damage or injury to any person or property by reason of any fire, water, failure to supply water, or pressure, or capacity or lack thereof due to any cause beyond the control of the Authority.

ARTICLE IX. RESERVATIONS

1. Temporary Interruption of Service

As necessity may arise in case of break, emergency or other unavoidable cause, the Authority shall have the right to temporarily interrupt service in order to make necessary repairs or connections or to change or test water meters pursuant to the above mentioned Rates, Rules, Regulations and Policy adopted by the Greater Johnstown Water Authority or in any other instance where the Authority has reason to believe that there exists a danger to the public or the property of the Authority. In such an event, the Authority will use all reasonable and practical measures to notify consumers of the proposed discontinuance of service but will not be liable for any damage or inconvenience suffered by the consumer.

The Authority shall not at any time be liable for any damage or inconvenience suffered by reason of an interruption in service, a lessening or decrease in supply, or inadequate pressure due to any cause beyond the control of the Authority.

ARTICLE X. WATER CONSERVATION CONTINGENCY PLAN

1. Water Shortage.

- (a) all customers shall comply with the Drought Emergency Plan adopted by the Authority and approved by the Pennsylvania Department of Environmental Protection.
- (b) If the Authority is experiencing a short-term supply shortage, the Authority may request general conservation of water uses and may impose mandatory conservation measures to reduce or eliminate nonessential uses of water.
- (c) In all cases involving shortage of water, where possible, the Authority shall first request voluntary curtailment of all nonessential uses of water. The Authority reserves the right to curtail water use by termination of service if necessary, to maintain the integrity of the water supply system and essential uses for water.
- (d) If any customer refuses to comply with such mandatory measures, the Authority may either adjust the outside water valve connection in a manner which will restrict water flow or otherwise restrict flow such as by the insertion of a plug device or terminate service upon proper notification to the customer, such notice shall be made under the circumstances of the water shortage.

Where a customer has failed to comply with mandatory restrictions, the actual cost associated with restricting, terminating and restoring said service shall be paid by the customer.

2. Nonessential Uses of Water Include:

- (a) The use of hoses, sprinklers or other means for sprinkling or watering of shrubbery, Trees, lawns, grass, plants, vines, gardens, vegetables, flowers or other vegetation
- (b) The use of water for washing automobiles, trucks, trailers, trailer houses or any other type of mobile equipment
- (c) The washing of streets, driveways, parking lots, service station aprons, office buildings, exteriors of homes, sidewalks, apartments or other outdoor surfaces.
- (d) The operation of any ornamental fountain or other structures making a similar use of water.
- (e) The use of water for filling swimming or wading pools.
- (f) The operation of any water-cooled comfort air conditioning which does not have water-conserving equipment.

- (g) The use of water from fire hydrants shall be restricted to extinguishing of fires only.
- (h) The use of water from fire hydrants to flush a sewer line or sewer manhole.
- (i) The use of water for commercial farms and nurseries other than a bare minimum to preserve plants, crops and livestock.

ARTICLE XI. EXTENSION OF STREET MAINS

1. Main Extension Agreements

Owners of property requesting water service requiring the extension of the main line(s) of the water system shall pay that portion of the costs of such extension including valves, fittings, fire hydrants, water service lines, curb stops and all work incidental to such extensions including engineering fees, as the Authority shall in its absolute discretion determine.

Return payments to the party paying for the cost of such extensions shall be made in accordance with the terms of a Main Extension Agreement, made a part of these Rules and Regulations and marked **Exhibit E**. All such extensions shall be constructed under the supervision of the Authority. At the time a connection is made to the Authority's Water System, all water mains and service lines between the water main from which the extensions were made, and the curb stop shall become the sole property of the Authority. No extension of a street main shall be less than 6 inches in diameter. No extension of a street main will be made across private property and no extension of a street - main will be made before rough grading is completed in a new street. All main extensions shall be made to the middle point of frontage of the last lot or property to be served.

A person who constructs a Main Extension that is directly tapped by another user (not by another main extension), shall be entitled to repayment of an amount as set forth in the schedule accompanying the Main Extension Agreement.

2. Variance for Main Extension Size Requirement

An individual may request to provide service to his property from a private 1" service line, when the Board finds that:

- a. There is currently no separate property adjacent to the applicant that is located further from an existing water main than the requesting applicant.
- b. The variance will not be expected to hinder future expansion of the system.
- c. That to require a main extension as set forth in ARTICLE XI above would not be cost effective.

The following conditions shall apply before permission for a service line as set out above is given:

- a. Service line shall be the property of the owner of the real property served.
- b. Applicants shall obtain all easements for the same and permanent easement(s) shall be recorded in the Office of the Recorder of Deeds.
- c. A meter shall be installed within 15 feet from the tap location into the Authority line.
- d. Owner of the service line shall be totally responsible for all water lost through leakage in the service line of the meter.
- e. The Authority assumes no responsibility for adequate water pressure and flow in the service line.

ARTICLE XII. HEARINGS

Formal: revised and adopted 1/23/03

Any customer or other person who believes they have been injured by the application of any rule, policy or other action of the Authority exercising adjudicative power, shall have the right to a hearing under the provisions of the local public agency law. The Authority Board may appoint one or more of its members to act as a hearing officer for the purpose of taking testimony and preparing a report of findings and submit their findings to the Board. Any person requesting such a hearing shall pay with his request, the sum of \$300.00 as a deposit against the cost of holding the hearing. Additional costs incurred by the Authority as a result of conducting the hearing shall be paid for by the party requesting the hearing.

Informal: Informal added and adopted 4/8/99 - revised and adopted 1/23/03

Customers may request an informal hearing before the Rates, Rules & Regulations Committee, but to do so will waive their rights of appeal under the Local Public Agency Law. Prior to a meeting being scheduled, the customer must first sign **Request for Informal Hearing (Exhibit M)** and return it to the GJWA. Decision of the committee will be recommended to the Board of Directors and their decision will be final. Informal hearings are conducted at no cost to the customer

ARTICLE XIII. CHANGES TO THE RULES AND REGULATIONS

The Authority reserves the right to change or amend from time to time, these Rates, Rules Regulations and Policies for the use of water as they deem necessary.

RESERVATION OF CAPACITY

The Greater Johnstown Water Authority hereby imposes a reservation of capacity fee upon each EDU of improved property connected to the GJWA potable water system in the amount of **\$9.99** per month, subject to the following rules, regulations and definitions.

1) Definitions.

a. Connection - A property is considered connected to the potable water system if there is a physical tap on the property and the owner retains a right to reconnect to the property without payment of a tap fee. Removal of a meter or private supply lateral is not sufficient to become unconnected for purpose of the reservation of capacity fee. A customer wishing to abandon service must remove water supply laterals, cap the connection to the property between the main and the Ford Box, and sign a document waiving any reservation of capacity. Such customer may be required to pay a tap fee if service is re-instituted in the future.

b. Improved Property - A property with a structure containing any plumbing sufficient or suitable for delivering water under pressure to any plumbing fixtures. A structure devoted to storage and without plumbing is not considered an Improved Property for purposes of this rule.

2) . A customer wishing to abandon service must remove water supply laterals, cap the connection to the property between the main and the Ford Box, and sign a document waiving any reservation of capacity. Such customer may be required to pay a tap fee if service is re-instituted in the future.

3) Collection.

A reservation of capacity fee shall be billed as a monthly fee and collected in the same manner as all other water bills.

4) Nonpayment.

Nonpayment or late payment of a reservation of capacity fees shall subject a customer to the same remedies as are available to the GJWA for nonpayment of a regular water bill.

ADOPTED on January 10, 2019 and effective with bills sent on June 1, 2019 and thereafter.

Greater Johnstown Water Authority

Greater Johnstown Water Authority
640 Franklin Street
Johnstown, Pennsylvania 15901

APPLICATION FOR A WATER SERVICE LINE

GJWA # _____

Job# _____

Route & Account _____

Date _____

The undersigned hereby applies to the GREATER JOHNSTOWN WATER AUTHORITY for a supply of WATER to be used on the premises known as _____ subject to the Rates, Rules and Regulations of the Authority, governing the introduction and use of said water supply.

In addition to the charges provided for in said Rates, Rules and Regulations for the service requested, the undersigned hereby agrees to pay the Authority the cost of any street opening or paving permits required to furnish said service, the cost of drilling or driving the service under any street or highway as need be in connection with the installation of said service line.

It is agreed that the cost of the street paving, drilling, driving and all required permits will be estimated at the time of making the application. Upon the completion of the work and the determination of actual cost of paving, permits and drilling or driving, any excess of estimated cost over the actual cost shall be refunded to the applicant. In case the actual cost of the paving, permit and drilling or driving exceeds the estimated cost, the applicant agrees to pay the difference.

The Authority will not be obligated to provide water service until all sums due hereunder have been paid.

(Cost Calculation)

Applicant

Approved
GREATER JOHNSTOWN WATER

AUTHORITY

Date Paid _____

By _____

Date Meter Set _____

Size of Meter _____

GREATER JOHNSTOWN WATER AUTHORITY RULE

Service Lines to Curb

Upon approval of the application of any property owned for a supply of water and the payment of the Tap-in Fee the Authority will connect the main, insert corporation cock, carry service pipe to curb and install curb stop and service box:

Greater Johnstown Water Authority
640 Franklin Street
Johnstown, Pennsylvania 15901

LEAD-FREE CERTIFICATION

I hereby certify that only lead-free materials have or will be used in the plumbing work performed after **January 6, 1991**.

I understand that failure to use lead-free materials will prohibit the Greater Johnstown Water Authority from providing water service to my property.

Address _____

Owner: _____

Signature

Job # _____

Approved: _____

Greater Johnstown Water Authority

Adopted 5/91

Exhibit "B"

APPLICATION FOR WATER SERVICE AND OWNER INFORMATION FORM

Domestic - Industrial - Commercial _____ N^o _____

NAME _____ Date _____

Occupied As _____ Tenant _____ Owner _____

Business Address _____ Telephone _____

Former Address _____

Service Address	Route	Account	Deposit Number Number	Amount	Date

APPLICATION APPROVED BY

 Agent for the Greater Johnstown Water Authority

TO THE GREATER JOHNSTOWN WATER AUTHORITY
 The undersigned applies for water service metered at the above address; such service to be supplied by the Authority under the Rates, Rules, Regulations and Policies on file and available for inspection at its office.

 Signature of Applicant

Exhibit "C"

ACCORDING TO ARTICLE III, PARAGRAPH 4 OF THE GREATER JOHNSTOWN WATER AUTHORITY- RATES, RULES, REGULATIONS AND POLICY - APPLICATIONS FOR NEW SERVICE MUST BE SIGNED BY THE PROPERTY OWNER. PLEASE FILL IN THE INFORMATION BELOW AND RETURN TO AVOID ANY DELAYS IN SERVICE.

THANK YOU

PROPERTY

Service Address _____

Tenant Name _____

Account Number _____

OWNER

Name _____

Mailing Address

Street _____

City _____ State _____ Zip _____

Owner's Signature _____

Exhibit "C"

**Greater Johnstown Water Authority
640 Franklin Street
Johnstown, Pennsylvania 15901**

AGREEMENT FOR INSTALLATION OF PUBLIC FIRE HYDRANT

Made This _____ day of

_____ Cambria County/Somerset
County, Pennsylvania, in the pursuance of the resolution adopted, hereby applies to Greater
Johnstown Water Authority for the installation of a SH₂ fire hydrant on
_____, subject to all approved Rates, Rules and Regulations of
the Authority governing the introduction and use of the same.

IT BEING UNDERSTOOD, that the fire hydrant will be installed and
maintained by the Authority.

That the fire hydrant shall not be used without the Authority's
permission for any other purpose than the extinguishment of fires.

It shall be expressly understood and agreed by and between the parties
receiving service and the Authority that the Authority does not assume any liability as insurers of
property or person and that the agreement does not contemplate any special service, pressure,
capacity or facility, other than the ordinary or the changing conditions of the Authority, as the same
exists from day to day. The Authority hereby declares, and it is agreed to by the consumer that the
Authority shall be free and exempt from any and all claims or injuries to persons or property, or any
other person or property, by reason of fire, water, failure to supply water, pressure or capacity.

IN WITNESS WHEREOF the said
_____ has caused its corporate seal to be hereunto affixed and this
application signed by an authorized official of the municipality and attested by the Secretary of the
said municipality.

By _____
Authorized Municipal Official

Attest: _____

Approved: _____
Greater Johnstown Water Authority

Witness

GREATER JOHNSTOWN WATER AUTHORITY
MAIN EXTENSION AGREEMENT
Revised and approved 3/11/99

AGREEMENT made this ____ day of _____, _____, by and between
_____ party of the first part,

A-N-D

GREATER JOHNSTOWN WATER AUTHORITY, a municipality Authority, organized and existing under the laws of Pennsylvania, with offices at 640 Franklin St., Johnstown, Pennsylvania, hereinafter called the "Authority.", party of the second part.

WHEREAS, the party of the first part plans to install a ____ inch pipeline in _____ as shown on the accompanying drawing dated _____, and plans to convey said pipeline to the Authority in order to obtain water service through said line for the properties fronting thereon; and

WHEREAS, the Authority after completion of said pipeline in accordance with its specifications is willing to accept it as part of its system for operation under the provisions of its Rates, Rules and Regulations.

NOW, THEREFORE, The parties hereto agree as follows:

- (1) The party of the first part will grant and convey the pipe-line described above to the Greater Johnstown Water Authority, and the Authority will accept said pipeline, which conveyance and acceptance shall become effective upon endorsement hereon
- (2) The party of the first part will furnish to the Authority, for accounting purposes, a certified statement of the total costs of the said pipeline.
- (3) The Authority upon completion of the installation of said pipeline agrees to supply any of the owners or tenants of property fronting on said pipeline with water in accordance with its Rates, Rules and Regulations upon proper application being made therefor.
- (4) As and when structures abutting on said pipeline are completed, the prospective consumer's equipment installed, and the structure occupied by a bonafide owner or tenant who has paid a tap connection fee to the Authority and a facilities fee as defined by the Act 203, in the amount of \$ _____, the Authority shall pay over the facilities fee to the Developer; provided, however, that when a sum equal to the original cost of the pipeline shall have been repaid to the party of the first part, or the expiration of the ten years from the date of this Agreement, whichever is earlier, all obligations of the Authority hereunder shall cease.

Exhibit "E"
"ACT 203"

- (5) The negotiated amount referred to in section (4) above shall be no more than the total certified costs of constructing the extension, divided by the number of lots or parcels submitted with the approved subdivision plan.
- (6) The Developer hereby covenants to notify all prospective purchasers of lots within the development of the existence of the negotiated facilities fee. Notice shall be in writing signed by the purchaser prior to the sale and shall specify the exact amount of the fee due from the purchaser at time of tap in to the water system. No facilities fee will be charged or paid to the developer without prior delivery from the developer to the authority of signed notice.
- (7) When it is deemed in the best interest of the Authority to relocate the service line of an existing consumer on to the extension installed under this Agreement, the Authority may make such connection without liability for payment of any fee to the Developer.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed this Agreement.

Witnessed

Party of the First Part

By _____
Greater Johnstown Water Authority, Chairman

Now, this _____ day of _____, _____, the pipeline described above in this Agreement having been completed and approved, the party of the first part for the consideration set forth above, hereby grants and conveys said pipeline to Greater Johnstown Water Authority, its successors and assigns and Greater Johnstown Water Authority hereby accepts said pipeline and confirms its agreement to furnish water accordingly.

Witnessed

Party of the First Part

By _____
Greater Johnstown Water Authority, Chairman

Exhibit "E"

Greater Johnstown Water Authority
640 Franklin Street
Johnstown, Pennsylvania 15901

By _____

Schedule of Extension Refunds (Domestic)
Effective February 1, 1994

<u>System</u>	<u>Amount</u>
Gravity	\$1,000.00
Morrellville	\$1,125.00
Prospect	\$1,425.00
Dale/Moxham	\$1,225.00
Millcreek	\$1,425.00
Tenth Ward	\$1,225.00
Conemaugh/Franklin	\$1,250.00
Middle Taylor	\$1,200.00
West Taylor	\$ 875.00

GREATER JOHNSTOWN WATER AUTHORITY DELINQUENT PAYMENT AGREEMENT

ACCOUNT # _____ DATE _____

NAME _____ PHONE _____

ADDRESS _____

OWNER'S NAME _____

OWNER'S ADDRESS _____

I AGREE TO PAY DELINQUENT BALANCE OF _____

* I WILL PAY _____ BY _____ AT THE OFFICE, BANK OR BY MAIL

* I WILL PAY _____ BY _____ AT THE OFFICE, BANK OR BY MAIL

* I WILL PAY _____ BY _____ AT THE OFFICE, BANK OR BY MAIL

IF THESE TERMS ARE NOT MET, WATER SERVICE WILL BE TERMINATED UNTIL

***ENTIRE BALANCE LESS ANY CURRENT CHARGES IS PAID**

* AND A \$25.00 TURN ON FEE IS PAID _____

TOTAL _____

1. Whenever service has been terminated 2 or more times in a calendar year,
The following is required to re-establish service at the above address

- **A \$75.00 SECURITY DEPOSIT** _____
- **And Entire balance less any current charges** _____
- **And a \$25.00 Turn on fee** TOTAL _____

SIGNATURE _____ DATE _____

NOTE: A penalty fee of five percent (5% will be charged on delinquent balances

Exhibit "H"

**Greater Johnstown Water Authority
640 Franklin Street
Johnstown, Pennsylvania 15901**

DELINQUENT NOTICE OF TENANT TO LANDLOARD

I, the undersigned, am the owner of the following rental properties

Account No _____.

Service Address _____

I understand that a copy of my tenant's delinquent water and sewer bill will be sent to me at the following address:

Date

Signature

APPLICATION FOR FIRE HYDRANT METER

METER DEPARTMENT Company Name _____
Address _____
Size meter _____ Amount of Deposit _____ Date _____
Customer Signature _____ Employee _____

OPERATION DEPARTMENT Location of hydrant approved for use _____

Is bridging needed _____

Is meter to be removed at night _____
Date hydrant checked after use _____ Workman _____
Condition _____

METER SHOP Meter Information _____
Make _____ Size _____
Company No. _____ Mfg. No. _____
Reading In _____ Date _____
The GJWA on a monthly basis
Reading Out _____ Date _____
_____ Gallons Consumed
Materials supplied with meter _____

Picked up by - Signature _____
Date _____
Returned by - Signature _____
Date _____

Received by _____ Condition _____

THE GREATER JOHNSTOWN WATER AUTHORITY

REQUEST FOR WATER LEAK ADJUSTMENT

Account No.: _____

Name: _____

Street Address: _____

City, State, Zip: _____

Daytime telephone No.: _____

Briefly explain where & how the water loss occurred:

Are Repairs Done (Yes/No) _____

Please enclose a copy of a plumber's bill if available.

As stated in the Greater Johnstown Water Authority Rates, Rules and Regulations, this type of billing adjustment is only allowable one time. If granted, a fee of \$45.00 will be charged and included in the final adjustment figure. No fee will be imposed if the adjustment is denied.

Signed: _____

Date _____

**Please Return To: The Greater Johnstown Water Authority
Atten: Authority Adjustment Dept.
P.O. Box 1407
Johnstown, PA 15907**

Exhibit "L"

**Greater Johnstown Water Authority
640 Franklin Street
Johnstown, Pennsylvania 15901**

Dear

Enclosed is the Request Form that will need to be completed for consideration of an adjustment to your water bill. Repairs must be completed before requests for adjustments are accepted.

Once the form is received, we will be in contact with you to have your meter read and to check to see that all repairs have been made.

The Request Form, along with a two-year history of your account will be reviewed by the Authority's manager and a decision based on their findings will be made. You will be notified by mail of their decision.

If you have questions pertaining to the adjustment or to the completion of the Request Form, please feel free to call us at (814) 533-4300.

Sincerely,

GREATER JOHNSTOWN WATER AUTHORITY
Commercial Department

Greater Johnstown Water Authority
640 Franklin Street
Johnstown, Pennsylvania 15901

Request for Informal Hearing

Date _____

Name _____

Address _____

Dear _____:

This is to acknowledge your communication to the Water Authority on _____, requesting an informal hearing before the Rates, Rules, Regulations and Policy Committee of the Greater Johnstown Water Authority. Under provisions of the Pennsylvania Local Public Agency Law, you are entitled to a formal hearing on your complaints. Law also permits the Authority to charge a reasonable fee based on costs of conducting the hearing. If you had requested a formal hearing to which you are entitled under the rules, the Board must immediately insulate itself and not acquire any facts concerning your case so that it can render an impartial and fair determination on the facts presented at the formal hearing. The Authority has set in its rules a cost of \$300.00 which must be paid in advance for a formal hearing. One of the main factors in a formal hearing is that it is transcribed by a Court stenographer. **A formal hearing is necessary if the matter is to be appealed to the Cambria County Court of Common Pleas under the Pennsylvania Local Public Agency Law.**

The Authority Board also conducts informal hearings when requested by customers as a convenience to customers. An informal hearing is only held when a customer indicates in advance that he does not wish to seek an appeal of a negative decision to the Cambria County Court of Common Pleas. This is your decision and your right. The Authority is willing to conduct either an informal or formal hearing at your choice.

If you desire to forego your right to a formal hearing and the subsequent appeal right to the Courts, please sign and date the attached Waiver (**Exhibit M₂**) of Hearing and Appeal and return the same to me. As soon as I receive this document from you, I will forward the information to the Water Authority Rates, Rules, Regulations, & Policy Committee to set up an informal conference with you regarding your concerns. A copy of the rules of the Authority can be obtained from my office or over the Internet at <http://www.gjwa.com>.

Sincerely,

Greater Johnstown Water Authority

Approved 1/23/03

Exhibit "M"

WAIVER OF HEARING AND APPEAL

I (we) _____, customer(s) of the Greater Johnstown Water Authority, owning property located at _____ Johnstown, Pennsylvania, have previously requested an informal adjudicatory hearing before the Greater Johnstown Water Authority, Rates, Rules, Regulations & Policy Committee for the purpose of resolving a dispute concerning meter readings involving Greater Johnstown Water Authority Account Number _____.

After fully considering the matter, I (we) waive my (our) right for a Formal Hearing and waive my (our) right to appeal the determination of the Greater Johnstown Water Authority, Rates, Rules, Regulations & Policy Committee to the Cambria County Court of Common Pleas. I (we) understand that based on my (our) request for a informal hearing, the local governmental agency will receive information outside of sworn and transcribed testimony which would prevent the Greater Johnstown Water Authority from rendering a formal adjudication on this matter in the future under the provisions of the Pennsylvania Local Public Agency Law. As an inducement and request to the Authority to give up its right to conduct formal adjudicatory proceedings under the Pennsylvania Local Public Agency Law, I (we) hereby waive my (our) right to a formal hearing and any appeal that I (we) might have therefrom.

Date: _____ (Seal)

Date: _____ (Seal)

(Tenant and all property owners listed on Deed must sign)

GREATER JOHNSTOWN WATER AUTHORITY
Complaint – Request for Hearing
(Formal/Informal)

Name: _____

Address: _____

Day Time Phone: _____ Home Phone: _____

Name of Attorney (if applicable): _____

Address of Water Service in Dispute: _____

Owners of Property of Water Service in Dispute: _____

Owners Address (if different from above): _____

Please State Complaint: _____

Attach extra sheets if necessary, to fully describe complaint.

Date Decision Was Made That You Are Complaining Of: _____

Date You Became Aware of Problem: _____

What Persons at the Authority Have You Previously Discussed This With? _____

Fee Paid: _____

\$300.00 Formal Hearing, plus any additional costs; no fee for Informal Hearing

The statements contained herein are true and correct to the best of my knowledge, information and belief. I understand that false statements made herein or at any hearing could subject me to criminal prosecution pursuant to: 18 P.S. § 4904 Unsworn Falsification to Authorities of the Pennsylvania Crimes Code, a Misdemeanor of the Second Degree.

Date: _____

Witness

Complainant (Seal)

Approved 1/23/03

Exhibit "M1"

GREATER JOHNSTOWN WATER AUTHORITY

Request for Account Information

Party Making Request:

Name _____

Company _____

Address _____

Phone _____

Account Information:

Customer Name _____

Address _____

Account Number _____

Information being requested _____

Reason for request _____

A fee of \$7.50 payable to the Greater Johnstown Water Authority must accompany this form. Only one account request per form. Please include a stamped, self-addressed envelope.

Signature _____ Date _____

GREATER JOHNATOWN WATER AUTHORITY
SECTION 8 ACT 34 COMPLIANCE APPLICATION FORM

OWNERS INFORMATION

NAME _____

ADDRESS _____

PHONE _____

I am requesting information on the following property in compliance with Act 34 of 1998.

TENANTS NAME _____

PROPERTY ADDRESS _____

ACCOUNT NUMBER _____

The above information is true and accurate to the best of my knowledge.
A fee of \$25.00 payable to the Greater Johnstown Water Authority must accompany
this application for certification of account balances against the property listed above.
Please include a stamped, self-addressed envelope.

Owner Signature _____ Date _____

**Application
for
Recreational Water Service**

Date: _____

Organization: _____

Authorized Representative (Contact Person): ----- _____

Phone Number: _____

Location of Purposed Service: _____

Purpose of Proposed Service: _____

Estimated Number of Months of Service (max. seven months)

From _____ to _____

Billing Address: _____

Phone Number: _____

Governing Entity (Community - School District etc.) in which

site is located: _____

Signatures: _____

Representative of Organization

Title

Representative of Governing Body

Title

Approved 11/8/01 (Fountains/CD/Forms/Policy/nov8.01)

Exhibit "P"

GREATER JOHNSTOWN WATER AUTHORITY
640 FRANKLIN ST
PO BOX 1407
JOHNSTOWN, PA 15907-1407

LEAD FREE CERTIFICATION

I hereby certify that only lead free-materials have been or will be used in the plumbing work performed. I understand that failure to use lead-free materials will prohibit the Greater Johnstown Water Authority from providing water service to my property.

ADDRESS _____ Signature _____

JOB # _____

EXHIBIT "B1"

GREATER JOHNSTOWN WATER AUTHORITY

640 FRANKLIN ST

PO BOX 1407

JOHNSTOWN, PA 15907-1407

PLEASE READ AND SIGN

THE RATES, RULES AND REGULATIONS OF THE GREATER JOHNSTOWN WATER AUTHORITY REQUIRES FOR ALL NEW SERVICES AND RENEWALS THE INSTALLATION OF A BACKFLOW DEVICE. THE SPECS AND LOCATION OF ALL BACKFLOW DEVICES MUST BE APPROVED BY RDM-JOHNSTOWN LLC.

FAILURE TO INSTALL A BACKFLOW DEVICE WILL RESULT IN TERMINATION OF WATER SERVICE.

ADDRESS _____

Signature

JOB # _____

EXHIBIT "B₂"

**GREATER JOHNSTOWN WATER AUTHORITY
APPLICATION FOR A WATER SERVICE LINE**

Job # _____

GJWA # _____

Date _____

Route & Account _____

Permit # _____

Municipality _____

System District _____

Main Size and Location _____

The undersigned hereby applies to the GREATER JOHNSTOWN WATER AUTHORITY for a supply of WATER to be used on the premises known as _____, subject to the Rates, Rules, and Regulations of the Authority, governing the introduction and use of said water supply.

In addition to the charges provided for in said Rates, Rules and Regulations for the service requested, the undersigned hereby agrees to pay the Authority the cost of any street opening or paving permits, required to furnish said service, the cost of paving such opening or openings as needed to be made in any street or highway and the cost of drilling or driving the service under any street or highway as need be in connection with the installation of said service line.

It is agreed that the cost of the street paving, drilling, driving and all required permits will be estimated at the time of making the application. Upon the completion of the work and the determination of the actual cost of the paving, permits and drilling or driving, any excess of estimated cost over the actual cost shall be refunded to the applicant. In case the actual cost of the paving, permits and drilling or driving exceeds the estimated cost, the applicant agrees to pay the difference.

The Authority will not be obligated to provide water service until all sums due hereunder have been paid.

(Cost Calculation) _____

Applicant

Approved
GREATER JOHNSTOWN WATER

AUTHORITY

Date Paid _____

By _____

Date Meter Set _____

Size of Meter _____

**GREATER JOHNSTOWN WATER AUTHORITY RULE
SERVICE LINES TO CURB**

Upon the approval of the application of any property owned for a supply of water and the payment of the tap-in-fee, the Authority will tap the main, insert corporation cock, carry service pipe to curb and install curb stop and service box.

<u>Service</u>	<u>Charge</u>
¾" & 1"	\$850.00

1 ½" & Larger	An amount equal to the cost as estimated by the Authority but in no case shall the charge be less than \$850.00. In addition to the above charges, the applicant must reimburse the Authority for the cost of any paving or street opening permit required, the cost of paving such opening or openings as may be made in any street or highway, and the cost of any drilling or driving under any street or highway in connection with the installation of the service line covered by the application.
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POLICIES:

Hearing Policy
PA Local Agency Law

Collection Policy

Removal of Fire Services or Private Hydrants

DIAGRAM:

#1 - Water Service