

ELIZABETHTOWN AREA WATER AUTHORITY
Lancaster County, Pennsylvania

RESOLUTION # 2014 - 3

ADOPTING AND RESTATING RULES, REGULATIONS, AND POLICIES REGARDING BILLING,
COLLECTIONS, LIENS, COLLECTIONS, MAINTENANCE, AND SERVICE TERMINATION

WHEREAS, the Elizabethtown Area Water Authority has been duly incorporated as a municipality authority under the laws of the Commonwealth of Pennsylvania;

WHEREAS, Section 5607(d), 5610(a), 5610(e) of the Municipality Authorities Act, as amended, authorizes the Board to exercise all powers necessary and convenient for the proper conduct of its business and organization;

WHEREAS, Section 1.06 - Powers and Duties of the Board, of the EAWA By-law, as amended and approved, provides for the making and adoption of rules and regulations for the effective management of the Authority;

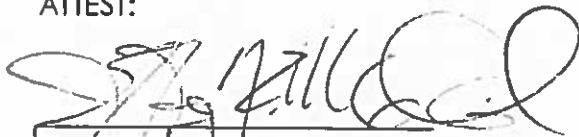
WHEREAS, the Authority wishes to adopt and restate its rules, regulations and policies regarding matters of billing, collection, liens, collections, maintenance, and termination of service;

NOW THEREFORE BE IT RESOLVED by the Board of this Authority, as follows:

1. The attached Policy Regarding Billing, Collections, Service Termination and Liens is adopted.
2. In the event any section, paragraph, sentence, clause, or phrase of this Resolution shall be declared invalid or unconstitutional for any reason, the remainder of this Resolution shall not be affected. All provisions inconsistent with this Resolution are hereby repealed.
3. This Resolution shall become effective immediately.

RESOLVED and ENACTED this 7th day of May, 2014, by the Board of the Elizabethtown Area Water Authority, Lancaster County, Pennsylvania, in lawful session duly assembled.

ATTEST:


~~(Asst)~~ Secretary

ELIZABETHTOWN AREA WATER AUTHORITY


~~(Chair)~~ Chairman

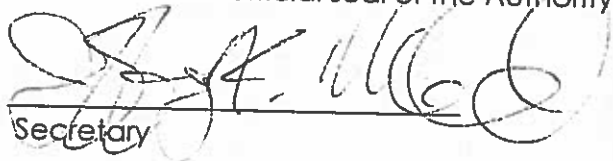
(SEAL)

CERTIFICATE

I, the undersigned, Secretary of Elizabethtown Area Water Authority (the "Authority"), certify: that the foregoing is a true and correct copy of a Resolution which duly was adopted by affirmative vote of a majority of all members of the Board of the Authority at a meeting of said Board duly convened and held according to law on May 7 2014, at which meeting a quorum was present; that said Resolution duly has been recorded in the minutes of the Board of the Authority; and that said Resolution is in full force and effect, without amendment, alteration or repeal, as of the date of this Certificate.

I further certify that the Board of the Authority met the advance notice and public comment requirements of the Sunshine Act, 65 PA.C.S. Ch. 7, by advertising said meeting, by posting prominently a notice of said meeting at the principal office of the Authority or at the public building in which said meeting was held, and by providing a reasonable opportunity for public comment at said meeting, all in accordance with such Act.

IN WITNESS WHEREOF, I set my hand and affix the official seal of the Authority, this 7th day of May 2014.


Secretary

**ELIZABETHTOWN AREA WATER AUTHORITY
Lancaster County, Pennsylvania**

Policies Regarding Billing, Collections, Liens, and Service Termination

1. GENERAL:

Water rates and other charges are imposed upon and shall be collected from the Owner of each Improved Property, which shall be connected to the EAWA Water System, for use of the water system and providing of water, whether such use be direct or indirect, which water rates and charges shall commence and shall be effective as of the date of the connection of each such Improved Property to the EAWA Water System, and shall be payable according to those rates as established by Board Resolution. If a connected property has not been issued an Occupancy Permit, it shall be billed the minimum quarterly amount for each improved property, lot, and/or dwelling unit until regular customer usage occurs.

EAWA uses a base rate *plus* usage (declining block), billing structure whereby costs associated with administrative overhead, operational maintenance, fire protection, and system expansion costs are included, *exclusive of actual consumption*, and are still charged to an account. EAWA does not exempt or waive base customer's fee even if consumption is not used for specified periods.

Water usage rates shall be billed on a quarterly basis, rendered during the months of March, June, September, and December of each year for service during the previous quarter-annum.

Water rates and charges shall be due and payable thirty (30) days after the Billing Date. If water rates and charges are not received by the due date, there shall be imposed a late charge in the amount of 10% of the overdue amount, which charge shall be imposed once on each late payment. *The late payment fee shall not be imposed if payment is received at the office or made online on or by the due date.*

If the end of such thirty (30) day period shall fall on a legal holiday or on a Sunday, payment made on the next succeeding business day which is not a legal holiday shall constitute payment within such period.

If water rates and charges are not paid within fifty (50) calendar days after the same became due and payable, the bill therefore shall also bear an additional charge of \$25.00.

Failure of any Person to receive quarterly bills for water rates and charges *shall not be considered an excuse or exemption for nonpayment, nor shall such failure result in an extension* of the period of time during which the net bill shall be payable. The presentation of a bill to a Customer is only a matter of accommodation and not a waiver of collection rights.

2. RESPONSIBILITY OF PROPERTY OWNERS, USERS, AND LEAKS:

Every Owner of a Property that is connected to the EAWA System shall provide the Authority with and thereafter shall keep the Authority advised of his correct address. When ownership of a property changes from one person to another, the previous Owner / Customer shall notify the Authority a minimum of five (5) business days prior to the date of discontinuance of service or closing. Should the Owner / Customer fail to give such notice, the prior owner shall be responsible for all charges up to and including the date the new owner makes application for service. The new owner shall make application for service in the same manner as for a new service in accordance with the rules and regulations of the Authority.

The Owner of each Property connected to the EAWA Water System shall be responsible for all acts of tenants or other occupiers of such Property. The Authority will not issue a separate billing with regards to a change in occupancy, except for the issuance of a final meter reading bill.

All leaks in the service line or any other pipe or fixture in or on the premises supplied must be repaired immediately by the Owner. EAWA shall not be responsible for maintaining any portion of the building water connection owned by the Owner or for damage done by water escaping therefrom or from lines or fixtures on the Owner's property, and shall at all times comply with all laws and regulations with reference thereto and make changes therein required on account of change in grade, relocation of mains.

3. MAINTENANCE OF AUTHORITY EQUIPMENT & FACILITIES, TAMPERING:

All connections, service lines and fixtures furnished or owned by the Property Owner shall be maintained in good working order, and all valves, meters and appliances furnished and owned by the Authority shall be protected and cared for by the Property Owner.

The Authority shall determine the location for all meters and remote meters. If EAWA determines that a meter is to be placed within the Customer's building, the Customer will provide a readily accessible place (typically the basement) near the entrance of the water service pipes. All meters and remote meters shall remain the property of the Authority.

Owners shall at all times protect the meter and/or the remote from damage due to frost, freezing, or any other cause. If a meter or remote meter is damaged by frost, freezing, hot water, or other external cause, the Owner shall pay the cost to repair or replace the damaged meter and/or remote.

No one shall turn the water on or off at any corporation or curb stop or disconnect or remove the meter or permit its disconnection or removal without the prior written approval by the Authority. The Property Owner shall ensure that the curb box (service lateral valve) is readily accessible and visible, and not covered or obscured by any structure or landscaping.

No person shall tamper with, interfere with any meter, remote meter, or cause or permit any damage to other equipment owned by the Authority. No person shall take any action which shall result in the inaccurate metering of water provided to any Customer. Should an inaccurate metering result due to tampering or interference, the Customer shall be charged an estimated bill equal to the highest quarter charge over the previous four quarters. If a meter or remote meter is damaged due to such action, the Owner shall pay the cost to repair or replace the damaged meter/remote.

4. INTERRUPTIONS:

Water supplied by EAWA may be used for all residential, business, industrial, agricultural, public or other legal purposes; provided, however, that the Authority reserves the right to impose at any time such restrictions in the use of water as may be necessary due to accidents, break downs, drought, shortages of water, temporary discontinuance of water service to make necessary repairs, removals or replacements or other emergencies.

No deduction in water rates shall be allowed for failure on the part of the Authority to supply water, and EAWA shall not be responsible for any losses due to a disruption of water service.

5. TERMINATION OF WATER SERVICE:

The Authority may disconnect or discontinue water service to any property or unit of occupancy or Customer for any of the following reasons:

- a. Non-payment of water rates or other charges imposed by this Authority;
- b. Non-payment of sewer rates and charges, as directed by the Elizabethtown Regional Sewer Authority and/or Elizabethtown Borough;
- c. Misrepresentation in an application for water service as to the property, number of units of occupancy, or the use to be made of the water or placement of false information on or omission of relevant information from an application for water service;
- d. Waste of water through improper or imperfect pipes, lines, fixtures, beyond the connection to the Authority's water main;
- e. Tampering with or damaging any water line, meter, remote meter, curb stop, seal or other appliance owned by the Authority;
- f. Failure to adhere to the terms or schedule of Alternate Payment Arrangement;
- g. Failure to allow convenient and reasonable access of Authority staff to make necessary inspections, maintenance, readings, repairs, or replacement to Authority equipment or facilities on Owner's property;

h. Violation of any other rule of the Authority for the use of its water system.

The Authority reserves the right to take any action legally available to it to collect any water rates or charges or prevent damage to its system or property.

In addition to the two written notices regarding late charges and penalties that the Authority mails to delinquent customer accounts, EAWA shall also:

- i. Attempt to contact the customer or owner occupant, either in person or by telephone, to provide notice of the proposed termination at least 72 hours prior to the scheduled termination. Phone calls shall be logged and deemed complete upon attempted calls on two separate days to the residence between the hours of 7 a.m. and 9 p.m. if the calls were made at various times each day;
- ii. A Notice of Water Service Termination shall be conspicuously posted at the affected building or residence. The Notice will advise that service will be terminated not less than 72 hours from the date and time of the posting, will provide the date and time of the posting, and how to resolve termination;

After the 72 hour deadline, the Authority shall terminate service and place a 2nd Post-shut-off Notice either on the door, or other conspicuous location on affected building or residence. Payment shall only be made at the EAWA office during regular business hours.

Termination of service for nonpayment of charges will not be made during the following periods:

- On Friday, Saturday, or Sunday;
- On a bank holiday or on the day preceding a bank holiday;
- On a holiday observed by EAWA or on the day preceding such a holiday;
- On a day that the EAWA Office is closed for any other reason;

Shut-off and turn-on fees will apply in addition to payment of the unpaid balance.

6. TERMINATIONS INVOLVING TENANTS:

Nothing in these Rules and Regulations shall modify the Authority's right to terminate water service, without prior notice, to prevent or remedy an emergency or circumstance that presents a danger to life, or property.

Notice of termination shall be provided **to landlord** by mail or otherwise delivered **at least 37 days prior to the scheduled shut-off**. A residential tenant, who is not a customer and who would be adversely affected by a shut-off of service, will receive special notice and procedures as set forth in the Utility Service Tenants Rights Act, 68 P.S. Sections 399.1-399.8.

Notice of termination to a customer owner (landlord) shall require that the landlord,

within 7 days, provide a list to the Authority with names, addresses, and contact information of every tenant or occupant. Service shall not be terminated until all tenants have vacated the premises, or consented in writing to the shut-off. The **Authority shall ensure that tenants receive a minimum of 30 days written** notice prior to shut-off.

Should the customer owner fail, within 7 days of receipt of the notice, to pay the bill, or enter into a satisfactory payment arrangement, or request a hearing, the Authority will notify, by mail or otherwise, and proceed with service termination for each tenant or occupant.

7. ALTERNATE PAYMENT ARRANGEMENT OR PLAN:

Recognizing that certain customers may require additional time to pay for their water bill due to their economic hardship, EAWA may offer an Alternate Payment Arrangement (APA) in cases of demonstrated cause. The APA does not excuse / waive payment, but allows for a time extension for receipt of outstanding balances. EAWA also acknowledges that staff may consider minor time extensions up to a few days without the necessity of implementing an APA, if customers need additional time to pay.

- To qualify for an APA, each customer must be the property owner and must file a written request specifying in detail a legitimate reason(s) for hardship or merit for relief (SEE APPENDIX 1). APA's will not be considered for tenants (residential or business);
- If an APA is not adhered to, such property will be placed back in the normal procedure for termination of service;
- An APA shall not be available within 48 hours before termination.

Three types of APAs, based on below criteria, may be available:

- a. *Minor* - a payment arrangement that requires a minor time extension to pay bill, but NO relief from late fees or penalty.

If customer has an outstanding balance of \$100 or less, customer is required to pay 33-50% of balance due. Account to be paid in full prior to the end of the quarter (ideally in 2 or 3 payments).

If customer has an outstanding balance of \$101 - \$300, customer is required to pay 33% of balance due or \$75, whichever is less. Balance must be paid within 3 months from date of approved APA.

- b. *Moderate* - a payment arrangement that requires a time extension to pay outstanding balance, and a WAIVER from paying late fees or penalties.

If customer has an outstanding balance of \$301 - \$600, customer is required to pay 25% or \$100, whichever is less, resulting in a 5 month time extension. Account must be paid in full prior to the end of the next Quarter – ideally, payments to be made in 2 or 3 payments, but weekly installments may be used.

If customer has an outstanding balance due of \$601 - \$1,200, customer is required to pay 25% or \$150, whichever is less, resulting in a 6 month time extension. Subject to Manager approval, duration may be extended to 9 months.

- c. *Major* - a payment arrangement offered by EAWA due to circumstances which have occurred causing customer to incur financial hardship. This APA is subject to Board approval. Any waiver of fees would be subject to Board approval.

If customer has an outstanding balance in excess of \$1,201, an APA must be approved by the Board.

The Authority is also sensitive to the fact that certain situations may occur that do not fall into the above noted guidelines and give the Authority Manager the authority to handle such situations at his discretion.

8. EXEMPTION TO TERMINATION:

EAWA may elect not to terminate service to a premise when a licensed physician or nurse practitioner has certified that the customer or a member of the customer's household is seriously ill or afflicted with a medical condition that will be aggravated by cessation of service. The customer must obtain a letter from a licensed physician verifying the condition, and shall promptly forward it to EAWA for documentation into billing records. *Medical certifications shall be required or renewed each year, and liens may still apply for non-payment of usage or other charges.*

9. LIENS FOR WATER RATES AND OTHER CHARGES:

Water rates and other charges imposed shall be a lien on the Property connected to and served by the EAWA. Liens may be filed at the discretion of the Authority, and may be filed for the following situations:

- a. When accounts or properties have an outstanding balance of \$300 or more;
- b. When accounts or properties have an outstanding balance less than \$300, and have not paid within two billing quarters (180 days);
- c. When it is known that the property is, or soon to become vacant, or owner may be filing for bankruptcy.

Liens shall be filed and collected in the manner provided by law for municipal claims and shall bear interest at the rate of 10% per annum, and shall include the fees for the Authority Solicitor.

10. BILLING DISPUTES:

As part of EAWA's customer service commitment, we regularly perform high – low analysis of our bills to determine those that are 100% above, or 50% below normal

usage. This free service generally identifies several dozen accounts that staff contacts as a pre-billing courtesy, and to determine if a likely cause can be identified.

Any customer claiming that a bill and/or water usage is in error shall send a written request to EAWA, within ten (10) days of the billing date, outlining valid details and reasons for the perceived error.

If an initial investigation, determination, or review by EAWA staff cannot identify an error, or determine that the bill and/or reading is inaccurate, four options may be available, subject to Authority Manager approval:

- a. Staff shall take an average of the past six (6) quarters, and determine appropriate estimate usage and billing;
- b. The Authority Manager may authorize an equitable sharing of the disputed billing amount;
- c. The meter may be removed and sent for manufacture inspection and testing. For this option, the Customer shall pay a \$100 deposit. If the meter is determined to be accurate, the Customer shall pay the bill in full, plus all costs for the testing, and service removal and reinstallation. If the meter is found defective, EAWA shall reimburse the customer for all costs associated with the meter testing, and the Customer shall pay for an estimated bill determined in (a), if applicable;
- d. An Alternate Payment Arrangement may be offered, as per EAWA policies.

Appendix 1

Alternate Payment Arrangement Application

Acct. #:		Phone #	
Name:		Address:	

This Alternative Payment Arrangement (APA) is offered according to the EAWA policies and procedures, and subject to its discretion. This policy and individual APA may be terminated, at any time, subject to 30 days written notice.

Criteria:

1. An APA is not automatic, and may be denied by EAWA for lack of merit or proof of financial hardship;
2. APA shall only be available / made on or before the date of the second part of the 3rd Notice (72 hour deadline); APA / time extensions **will not be granted** once a property is posted for termination (4th Notice). ***If an account is not paid in full before the 4th Notice – water will be turned off;***
3. In addition to Schedule – Criteria (listed above), customer shall:

Specific Terms for this APA:	ACCOUNT BALANCE: \$
a. PAY \$ BY	
b. PAY \$ BY	
c. PAY \$ BY	
	BALANCE PAID IN FULL BY:

4. **Customer shall continue to pay, in full, all subsequent bills** without the need for further APA;
5. For all requests, provide a detailed written explanation why APA is necessary.

For Moderate – Major APA involving waiver of late fee / penalty, you must also provide actual proof of financial hardship (e.g. documentation of receiving Unemployment Insurance, Workers Compensation, personal bankruptcy, participation in such programs as: Temporary Assistance for Needy Families, U.S. Dept. of Health and Human Services, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), U.S. Department of Agriculture, or other public welfare type program).

Obligations & Consequences:

1. EAWA staff will determine the most appropriate APA, and you will be subject to those terms, as listed on Appendix 1;
2. Customer will have water service terminated for defaulting / violating this APA, which shall also include associated service charges (e.g. \$60 for turn-off / \$60 for turn-on);
3. Customer's property may also be liened for violating this APA;
4. Customer shall remain current with future water bills and make payments on time;
5. As per the Federal Fair Debt Collection Practices Act, this document and associated notices, is an attempt to collect a debt, and any information obtained will be used for that purpose.

Falsification to Authorities

I, (Print Name): _____, hereby, certify that the information provided in this application is true and correct to the best of my knowledge and belief and that I will agree to adhere to the obligations and terms of this agreement. I understand that false statements are made subject to the penalties of Title 18 – Crimes and Offenses, PA. C.S.A. §4904 relating to unsworn falsification to authorities.

Signature:

Date: