

ORDINANCE NO. 1300

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE
AUTHORIZING THE PROPER OFFICIALS TO ENTER AN
AGREEMENT WITH THE MONROEVILLE WATER AUTHORITY
FOR THE COLLECTION OF SEWAGE FEES, ESTABLISHING
PROCEDURES IN CONNECTION WITH PAYMENT OF SEWAGE
FEES AND TERMINATION OF WATER SERVICE FOR NON-
PAYMENT OF SEWAGE FEES

BE IT ORDAINED AND ENACTED, by the Municipality of Monroeville in Council
assembled as follows:

Section 1: The proper officers of the Municipality of Monroeville are hereby
authorized to enter an agreement with the Monroeville Water Authority authorizing
the Water Authority to collect sewage fees for the Municipality provided the
Authority complies with the procedures and requirements as set forth in said
Agreement, which is hereby incorporated as though the same were fully set forth
at length herein.

Section 2: All other Ordinances or parts of Ordinances in conflict with any of
the provisions of this Ordinance are hereby repealed to the extent of such con-
flict.

RESOLVED this 29th day of December, 1981.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond
Municipal Manager

S/ Michael P. Lynch
Mayor

Entered in Legal Book January 12, 1982

A G R E E M E N T

THIS Agreement, made on this 29th day of December, 1981 by and between the Municipality of Monroeville,

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Monroeville Water Authority

WITNESSTH THAT:

WHEREAS, the Municipality of Monroeville (hereinafter referred to as Municipality), supplies sanitary sewer service throughout the Municipality of Monroeville and in connection therewith, does further pay to the Allegheny County Sewage Authority (hereinafter referred to as Alcosan) certain sewage treatment fees, and

WHEREAS, the Municipality has determined that the facilities and capabilities of Monroeville Water Authority (hereinafter referred to as Authority) can more readily achieve the proper collection of sewage charges to be paid by the consumer or user of the sanitary sewer system; and

WHEREAS, Municipality desires to implement a discontinuance of water service procedures applicable to all recipients of sewage service who may hereafter accrue delinquent bills for said sewage service.

NOW THEREFORE, the Parties hereto agree as follows:

Section 1: Appointment of Authority

The Municipality does hereby authorize and empower the Authority to act for and on behalf of the Municipality for the purpose of collecting all sewage fees authorized by the Municipality.

Section 2: Payment to Authority

The Municipality does hereby authorize and empower Authority to receive from Alcosan all fees now paid by Alcosan to Municipality arising from all services performed for the use and benefit of Alcosan for the preparation and mailing of all sewage bills. Municipality shall not be responsible for any other payment to Authority for Authority's billing and collection of sewage charges to all recipients of said service.

Section 3: Responsibility of Authority and Payment to Municipality

Authority shall prepare regular billings for sewage charges which, at the sole discretion of Authority, may be incorporated by Authority in its regular water billing procedures and practices. Authority shall pay to Municipality all monies received by it for the payment of sewage charges and provide to Municipality an accurate and complete statement of all billings and collections for sewage charges.

Section 4: Sewer Payment Required

No person shall fail to pay any sewage fee imposed by or for which the Municipality is responsible.

Section 5: Late Payment of Sewage Charges

For the failure to pay any sewage fee imposed by the Municipality the recipient of this service who fails to pay a sewage bill within 21 days after said bill shall become due shall pay a penalty equal to 5% of the total bill which shall include both water and sewage fees.

Section 6: Water-Sewer Service Termination

All accounts which are more than sixty (60) days delinquent in payment of sewage may be subject to a termination of water service. To effectuate said termination the Authority is hereby authorized and required to terminate water supply to such premises until all such overdue sanitary sewer services charges, together with penalty is paid. Termination can be requested prior to the filing of a claim or lien being filed for non-payment for sanitary sewer service. Any termination shall be done by the Authority and shall comply with the provisions of the Act of November 26, 1978, P.L. 1255, 68 P.S. 399.1. Authority for the foregoing is further set forth and granted in accordance with Act of July 20, 1974, P.L. 561, 53 P.S. Subsection 2261.

Section 7: Water-Sewer Service Termination Procedures

(a) Following the expiration of 21 days from the date of the original billing, the Authority shall send its first past-due bill; a second past-due bill shall be mailed 20 days later if the bill remains unpaid; final notice shall be mailed 10 days thereafter if not paid.

(1) All notice shall be by United States mail, first class, postage prepaid.

(b) Notice of termination shall be given in the following way:

(1) By United States mail, first class, postage prepaid; and

(2) By personal service to the recipient; or

(3) By posting the premises with the notice if personal service cannot be effected.

(c) The notice of termination shall contain the following:

(1) the amount to be paid;

(2) the date of the notice of termination;

(3) a statement of the reason for termination;

(4) the date of termination, which shall be at least 15 days from the date of the notice of termination;

- (5) notice that unless the Authority receives complete payment of the amount shown on the notice prior to date of termination, water service shall be terminated;
 - (6) notice that in lieu of paying the entire amount shown, a recipient of the service, prior to the date of termination, may notify the Authority that the recipient disputes the correctness of part or all of the amount shown, if all or part of the amount shown was not the subject of a previous dispute.
 - (7) that the recipient's notice is to be communicated to the Manager of the Authority or such other person employed by the Authority authorized to receive payment of fees.
- (d) If, prior to the date of termination,
- (1) The Authority has not received complete payment of the amount shown on the notice of termination;
 - (2) The recipient whose account is delinquent has not requested the establishment of a deferred payment plan; or
 - (3) The recipient whose account is delinquent has not notified the Authority that the recipient disputes the correctness of all or part of the amount shown on the notice of termination, then the Authority shall cause to be terminated the water service provided the recipient whose account is delinquent on the date of termination.

Section 8: Request for Hearing

(a) Any recipient who disputes any penalty or order to terminate service may request a hearing to challenge the propriety of such penalty or termination. All requests for hearing shall be made to the Manager within fifteen (15) days of notice of the penalty or notice of termination of service. Upon request for hearing, all proceedings will stay.

(b) The hearing will be conducted by the Manager or his designated agent. The Manager or his agent will hold a hearing. The Manager or designated agent will, within twenty-four (24) hours, notify the person whose account is delinquent of his decision.

(c) The Manager in deciding to waive the penalty or cause water supply to be terminated shall consider the following:

- (1) Payment history of the recipient relative to delinquent sanitary sewage accounts;
- (2) Prior notices of delinquency;
- (3) Promptness of recipient in response to the notice of delinquency;
- (4) Other criteria bearing on the general welfare of the Municipality.

Section 9: Claims and Liens

Nothing contained in this Agreement shall preclude the Authority from filing a claim or lien for unpaid delinquent sewer service charges.

Section 10: Authorized Charges

Authority is authorized to charge for the termination and reinstatement of water service in accordance with Authority's prevailing rates for said functions. The delinquent recipient of service shall be responsible for said charges.

Section 11. Indemnification

The Authority shall indemnify and hold harmless the Municipality against any damage, claim or loss whatsoever arising from any shut offs occurring as a result of violation of this Agreement or any other law, rule, regulation or procedure and the Authority shall pay for the defense of any action filed against the Municipality as well as pay for any money verdicts or settlements including costs which may be assessed, levied, ordered or imposed upon the Municipality by reason of termination of water services as a result of any violation set forth above. In the event, however, the Authority acts in accordance with this Agreement and other applicable laws, rules, regulations and procedures and does not violate the rights of any person or entity the Municipality shall indemnify and hold harmless the Authority for any such loss, damage or claim resulting from water service being shut off by the Authority.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond
Municipal Manager

S/ Michael P. Lynch
Mayor

ATTEST:

MONROEVILLE WATER AUTHORITY

Secretary
