

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE
ESTABLISHING REGULATIONS FOR SHUT-OFF OF WATER
FOR DELINQUENT SEWER CHARGES
AUTHORIZING THE MONROEVILLE WATER AUTHORITY
TO ACT AS ITS AGENT FOR THE PURPOSE OF COLLECTING
SEWAGE RENTS AND TERMINATION OF DELINQUENT SEWAGE ACCOUNTS

WHEREAS, The Municipality of Monroeville (hereinafter referred to as the Municipality) and the Monroeville Water Authority (hereinafter referred to as the Authority) entered into an Agreement dated January 20, 1982; and

WHEREAS, The Monroeville Water Authority has updated its current billing procedures by way of computerizing the same; and

WHEREAS, As a result of said update, certain changes are in order for the collection of sewage rents.

NOW, THEREFORE, be it resolved and ordained this 13th day of October, 1987.

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 rents authorized by the Municipality.

Section 2 - Payment to Authority

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

Section 3 - Responsibility of Authority and Payment to Municipality

The Authority shall prepare regular billings for sewage charges which, at the sole discretion of the Authority, may be incorporated by the Authority in its regular water billing procedures and practices. The Authority shall pay to the Municipality sewage monies received by it for the payment of sewage charges and provide to the 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 fifteen (15) days after said bill shall become due, shall pay a penalty equal to .83% of the total bill, which shall include both water and sewage charges.

Section 6 - Notice, Due Date, Delinquencies

All accounts which are more than thirty (30) days delinquent in payment of sewage may be subject to a termination of water service. (An account shall be delinquent when no payment of the bill has been made within thirty [30] days of the date due on the billing.) To effectuate said termination, the Authority is hereby authorized and required to terminate water supply to such premises until all such overdue sanitary sewer service charges, together with penalty, are paid. Termination can be requested prior to the filing of a claim or lien by the Municipality 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. The Authority, for the foregoing, is further set forth and granted in accordance with Act of July 20, 1974, P. 561, 53 P.S. Section 2261.

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Section 7 - Water-Sewer Service Termination Procedures,
Notice

A. Following the expiration of fifteen (15) days from the date of the original billing, the Authority shall add the late payment charged to the customer's account. The amount of the late payment shall be reflected on the next billing but in no event more than thirty-five (35) days from the original bill due date. Said payment shall reflect the past due balance and, further, reflect that, if payment is not made immediately, additional penalty charges shall occur.

1. All notices 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; or

2. By personal service to the recipient; or

3. By posting the premises with the notice if personal service cannot be affected.

C. The Notice of Termination shall contain the following:

1. The amount to be paid;

2. The date of Notice of Termination;

3. A statement of the reason for termination;

4. The date of termination, which shall be at least ten (10) 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 the 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 termination;

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 sewer service charges.

Section 10 - Authorized Charges

The Authority is authorized to charge for the termination and reinstatement of water service in accordance with the Authority's prevailing rates for such function. The delinquent recipient of service shall be responsible for said charges. The Authority shall charge back the sewage account referred to in Section 3 the sum of \$18,000.00 per year as a flat fee for performing the billing service. Said fee will be deducted from the sewage revenues collected by the Authority at a rate of \$1,500.00 per month or one-twelfth of the total fee. Said charge shall be increased upon review by the Authority of its out-of-pocket costs for performing the billing service.

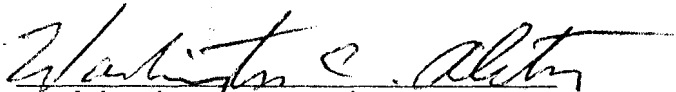
Section 11 - Indemnification

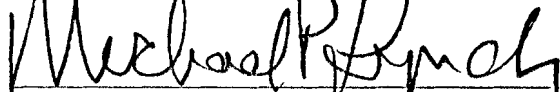
The Authority shall indemnify and hold harmless the Municipality against any damage, claim or loss whatsoever arising from any shut off occurring as a result of a violation of this Agreement or any other law, rule, regulation or procedure; and the Authority shall provide the Municipality with an attorney for its 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 as set forth above. In the event, however, the Authority acts in accordance with this Agreement, and other applicable laws, rules, regulations and procedures, 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.

ORDAINED AND ENACTED the day and year first above written.

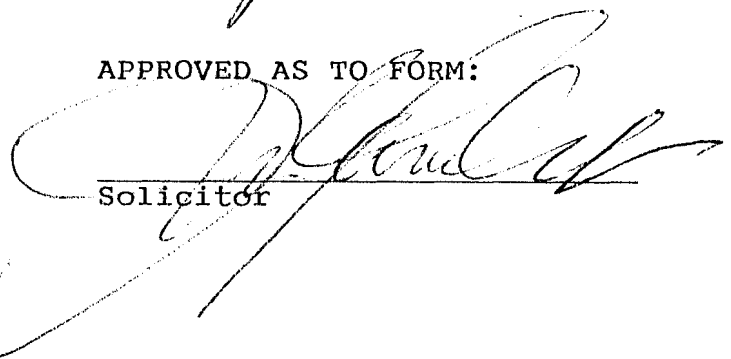
ATTEST:

MUNICIPALITY OF MONROEVILLE


Washington C. Alston
Municipal Manager


Michael P. Lynch
Mayor

APPROVED AS TO FORM:


Solicitor