

BOROUGH OF CONSHOHOCKEN AUTHORITY
RULES & REGULATIONS
SECTION 8 - BILLING, PAYMENTS, DELINQUENCIES, ETC.

8.1 RENDERING OF BILLS FOR SEWER SERVICE

A single bill for sewer services will be rendered quarterly to each property owner. Normally, the bill will be printed the second week of the month and rendered as soon as thereafter as practicable.

Bills are payable at the designated pay agency of the Authority.

All bills for sewer service will be sent to the service address unless the property owner provides written notice of an alternative address.

Any fees incurred due to the collection of outstanding balances shall be the sole responsibility of the property owner.

8.2 PAYMENT SCHEDULE

8.2.1 For all new treatment/user charges, if a bill is not paid within 30 days of the date of billing, the maximum amount of statutory interest allowed will be added as a onetime charge.

8.2.2 If a customer seeks to dispute a bill, the customer shall send a written complaint to the Authority detailing why the Authority's bill is incorrect. The customer shall attach all necessary documents such as plumber's bills as a part of the complaint. The Authority will notify the customer within 30 days after receipt of the complaint with a decision, which will state whether the customer or Authority is correct and how much the customer owes. If the customer does not pay within 10 days from the decision being issued, the Authority will assess its standard late penalty and interests. However, the customer will not be assessed late penalty of interest while the disputed amount is being decided by the Authority. The customer can appeal this decision to the Montgomery County Court of Common Pleas.

8.3 LATE CHARGES/DELINQUENCIES

8.3.1 If a bill is not paid in full on or before the last day of the billing month on which said bill is sent to the Customer, a ten (10%) percent late charge shall be levied on the unpaid balance and a "Delinquent Status Bill/Notice" shall be sent to the Consumer by regular mail. The above notwithstanding, in the event that the last day of the month is a Sunday or legal holiday on which regular mail service does not occur, the first business day thereafter shall be considered herein as the last day of such month.

8.3.2 Water Shut Off/Discontinuance of Water Service

8.3.2.1 In the event of non-payment by the 60th day following the billing date, a notice shall be sent to the last known address of the Customer outlining the posting procedure and costs involved to the Customer if the

Property's Water Service is discontinued or shut off, and notification that the Authority intends to impose or assess attorneys' fees in the event that payment in full hereunder is not paid to the Authority within thirty (30) days of the date of the notice. If, at the expiration of the thirty (30) days provided in the notice, the bills are not paid in full, then at least ten (10) days prior to assessing or imposing attorney fees, the Authority shall, by United States first class mail, again mail to the Customer the letter-notice as set forth herein.

- 8.3.2.1 If bills are not paid in full within the time frame set forth in the notices, at least ten (10) days prior to the proposed termination of Water Service, the Property shall be posted with notice of the Authority's intent to request that Aqua Pennsylvania, Inc. terminate Water Service to the Property and notice of same shall be mailed to the person liable for payment of the rentals or charges at issue.
- 8.3.2.2 If the bills remain unpaid, three (3) days prior to termination of Water Service, the Authority shall attempt to contact the customer or occupant to provide notice of the proposed termination in person. Notice of the proposed termination shall be provided to the customer or occupant of the Property or posted on the Property if the Authority is unable to make personal contact with the customer or occupant.
 - 8.3.2.2.1 During the months of December through March, unless personal contact has been made with the customer or responsible adult by personally visiting the customer's residence, the Authority shall, within 48 hours of the scheduled date of termination, post a notice of the proposed termination at the service location.
- 8.3.2.3 If the bills remain unpaid following the above listed notifications, the Authority shall request that Aqua Pennsylvania, Inc. terminate Water Service to the Property.
- 8.3.2.4 The Authority shall attempt to make personal contact with the customer or responsible adult at the time service is terminated. Termination of service shall not be delayed for failure to make personal contact.
- 8.3.2.5 Resumption of Service. Water Service shall not be turned on again except upon:
 - 8.3.2.5.1 Payment of all arrearages by cash (payable at the Authority's depository bank, cash will not be accepted at the Authority's offices), certified check, cashier's check, or money order; and
 - 8.3.2.5.2 Payment of a service charge per the then current Fee Schedule of the Authority for the fees incurred by the Authority from Aqua Pennsylvania, Inc. for terminating Water Service and a service charge for the fees incurred by the Authority from Aqua Pennsylvania, Inc. for restoring Water Service; and

- 8.3.2.5.3 Payment of a service charge per the then current Fee Schedule of the Authority for posting; and
- 8.3.2.5.4 Making a deposit by the Customer in an amount to be determined by Authority.
- 8.3.2.5.5 All charges referred to in this Section are in accordance with the Fee Schedule adopted by the Authority, as presently indicated and as may hereinafter be lawfully modified.

8.3.2.6 At the Authority's sole discretion the delinquent user may be permitted to temporarily suspend discontinuation of service by providing a minimum of 50% of the unpaid bill and entering into a contract with the Authority to make monthly payments in amounts and duration as determined by the Authority. At the Authority's discretion one missed monthly payment will immediately resume discontinuance of services procedures.

8.3.3 Liens

8.3.3.1 Any unpaid balance of service charges and penalties hereon shall be a lien against the property and action shall be initiated. Additionally, the Authority, in its sole discretion, may attempt to collect any unpaid balance by all available remedies in law and equity, which may include filing a complaint in District Court. In the case of a lien being filed, it shall not be released except upon:

8.3.3.1.1 Payment of all arrearages, plus ten (10%) percent per annum interest charges commencing the date of filing; and

8.3.3.1.2 Making a deposit in an amount to be determined by Authority; and

8.3.4.1.3 Payment of any and all costs incurred by Authority.

8.3.3.1 At least forty (40) days prior to filing a lien for against a Property for a delinquent account, a notice shall be sent to the last known address of the Customer outlining the liening procedure and costs involved to the Customer, and notification that the Authority intends to impose or assess attorneys' fees in the event that payment in full hereunder is not paid to the Authority within thirty (30) days. If, at the expiration of the thirty (30) days provided in the notice, the bills are not paid in full, then at least ten (10) days prior to assessing or imposing attorney fees, the Authority shall, by United States first class mail, again mail to the Customer the letter-notice as set forth herein.

8.3.3.2 If the bill is still not paid within the time frame set forth in the notices, the Authority's Solicitor shall take the necessary steps to file a lien in the Court of Common Pleas and seek reimbursement of all costs and attorneys' fees.

8.3.3.3 At the Authority's sole discretion the delinquent user may be permitted to temporarily suspend the liening process by providing a minimum of 50% of the unpaid bill and entering into a contract with the Authority to make

monthly payments in amounts and duration as determined by the Authority. At the Authority's discretion one missed monthly payment will immediately resume discontinuance of services procedures.

8.3.4 Rental Properties.

8.3.4.1 In addition to the procedures outlined herein, in the case of Rental Properties, at least thirty-seven (37) days prior to discontinuance of service notice shall be provided to the landlord/Property Owner that sets forth the amount owed by the landlord/Property Owner for each affected account; the date on or after which service will be discontinued; the date on or after which the Authority will notify tenants of the proposed discontinuance of service and of their rights under Utility Service Tenants' Rights Act; the obligation of the landlord/Property Owner to provide the Authority with the names and addresses of every affected tenant or to pay the amount due the Authority or make an arrangement with the Authority to pay the balance including a statement:(i) that such list must be provided or payment or arrangement must be made within seven (7) days of receipt of the notice; and (ii) of the penalties and liability which the landlord/Property Owner may incur by failure to comply; and the right of the landlord/Property Owner to stay the notification of tenants by filing a petition with the court disputing the right of the Authority to discontinue service.

8.3.4.2 At least 30 days prior to discontinuance, but at least 7 days after the landlord/Property Owner is notified as described herein, notice shall be provided to the Montgomery County Board of Health and all tenants of the Property. Said notice shall contain the date on or after which service will be discontinued; the circumstances under which service to the affected tenant may be continued; the bill for the 30-day period preceding the notice to the tenants; the statutory rights of a tenant to deduct the amount of any direct payment to the Authority from any rent payments then or thereafter due; to be protected against any retaliation by the landlord/Property Owner for exercising such statutory right; to recover money damages from the landlord/Property Owner for any such retaliation; that tenants may make payment to the Authority on account of nonpayment by the landlord/Property owner only by check or money order drawn by the tenant to the order of the Authority; and a telephone number at the Authority which a tenant may call for an explanation of his rights. This notice shall contemporaneously be posted in the common areas of the building.

8.3.4.3 At least ten (10) days prior to the shut off, written notice of the intent to do so shall be posted at the main entrance of the property and mailed to the person liable for payment as well as the Property Owner.

8.4 DISCONTINUANCE OF SERVICE

Service may, at the sole discretion of the Authority, be discontinued for any of the following reasons:

- (a) Misrepresentation in application

- (b) Nonpayment of any charge occurring under the application.
- (c) Nonpayment of bills within time prescribed.
- (d) Violation of any rules of the Authority.

8.5 RENEWAL SERVICE

Service will be renewed when the conditions under which such service was disconnected are corrected and upon payment of all accrued charges.

8.6 TAPPING FEES

Tapping fees at prevailing rates shall be payable prior to connecting to the Authority's sewer system. If a project is developed in sections, the connection fees shall be at the prevailing rate at the time of receipt of check. Refer to Section 2 for additional requirements.

8.7 DEPOSITS

8.7.1 Deposits may be required from customers taking service for a period of less than thirty (30) days, in an amount equal to the estimated gross bill for such temporary period, plus the cost of making and discontinuing such service. Deposits may be required from any other customer who becomes habitually delinquent. The Deposit amount will be equal to 150% of the average of the previous four (4) quarterly bills.

8.7.2 Any customer having paid a deposit shall pay bills for sewerage service as rendered, in accordance with the rules of the Authority, and the deposit shall not be considered as payment on account of a bill during the time the customer is receiving service.

8.7.3 Deposits shall be returned to the depositor at final settlement if all outstanding sewer fees have been paid. The Authority shall have the right to apply the deposit against outstanding bills at final settlement.

8.7.4 No interest will be paid on deposits.

8.8 ADJUSTMENTS AND MODIFICATIONS

8.8.1 A non-residential sewer customer may apply for relief of the Authority for Sanitary Sewer Charges by individual written agreement or manner as shall be provided by the Authority, its consulting engineer or administration.

8.8.2 The Authority shall request funds from such applicant customer in such amount or amounts as the Authority may, from time to time, deem required and necessary to reimburse the Authority's consulting engineer, its other professionals and staff in evaluating the method of determination of reduced sanitary sewer flow placed into the sanitary sewer facilities of the Authority.

8.8.3 The methodology incurred by such applicant customer requesting modification of its Sewer Charges shall be through the use of either an additional water meter or meters (commonly known as deduct meters) or sanitary sewer meters, all of which must be

acceptable to the Authority's consulting engineer as to the nature of such meters, their installation, location and accessibility to monitor, read, adjust, repair and replace.

- 8.8.4 Such applicant customer shall be required to submit such plans of such nature and specificity as required by the Authority's consulting engineer setting forth, in reasonable detail, the proposed installation of meters, lines and accessory facilities or ancillary facilities required to accomplish the proposed purpose of indicating reduced actual sanitary sewer flows. Such applicant customer's plans must be sealed by an engineer registered in Pennsylvania.
- 8.8.5 The Authority maintains a right of access to such meter(s) for periodic verification of meter readings and upon reasonable notice to applicant customer, applicant customer shall provide the Authority access to such meter(s) no less than one time per annum.
- 8.8.6 Such applicant customer shall submit an annual report reflecting accumulated readings of the approved meter(s), quarterly calibration certification of such meter(s) by a qualified firm of such meter(s) and other information and documentation as required by the Authority's consulting engineer.
- 8.8.7 Such applicant customer shall be approved for such reductions effective on the date of issuance by the Authority's consulting engineer that the installation, as approved by the Authority's consulting engineer, has been completed in all respects consistent with this Section 5.14 and the acceptable standards and specifications of the Authority.
- 8.8.9 The Authority shall then make use of the calculation of the sanitary sewer flows as adjusted and approved by the Authority's consulting engineer effective the date of approval.
- 8.8.10 As the sole and exclusive rate adjustment, the Authority shall reimburse or credit such applicant customer having received approval by the Authority's consulting engineer, at the Authority's discretion, on a quarterly basis.

8.9 OTHER

8.9.1

- a. It is the sole discretion of the Board to adjust customer accounts on a case by case basis.
- b. At the Authority's sole discretion, it may offer property owners deduct meter agreements.

END OF SECTION