



Lower Paxton Township Authority  
Stormwater User Fee, Sewer Rental Billing and Collection  
Policy

May 2019

Lower Paxton Township Authority  
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**Attachments**

Attachment 1 – Stormwater Adjustment Appeal Form

Lower Paxton Township Authority  
Stormwater User Fee, Sewer Rental Billing and Collection Policy

**Section I – Goals of the Stormwater User Fee, Sewer Rental Billing and Collection Policy**

1. Provide customers with written billing and collections procedures and practices.
2. Reduce present delinquencies to a reasonable and manageable level.
3. Avoid a recurrence of a high level of delinquencies in the future by implementing a uniform and consistent practice of delinquent accounts collection through various techniques.
4. Accomplish the foregoing at minimum cost to ratepayers.

**Section II – Personnel; Duties**

1. Management Agreement / Township Personnel

The Lower Paxton Township Authority (hereinafter the “Authority”) has entered into a Management Agreement dated November 27, 2018 appointing Lower Paxton Township (hereinafter “the Township”) to provide management services for the stormwater system and sanitary sewer system subject to the supervision, direction and control of the Authority, including the billing and collection for stormwater and sewer service in accordance with the stormwater user fees and sewer rates and other charges, as established and imposed by the Authority, and shall handle all matters arising from such billing and collecting.

2. Accounts Supervisor / Business Office Supervisor

The Accounts Supervisor shall have overall responsibility for implementing and complying with this Policy and shall report directly to the Authority Director, Township Manager, and Finance Director.

3. Accounts Manager / Secretary

The Accounts Manager shall have day-to-day responsibility for the implementation of and compliance with this Policy and shall report to the Accounts Supervisor. The Accounts Manager shall have the following duties:

- A. Collect and enter all water meter readings for commercial sewer rental accounts.
- B. Set up all new accounts.
- C. Manage the transfer of settlement accounts.
- D. Process sewer rental and stormwater user fee billing for all accounts.

- E. Process ACH file for transmittal to bank for registered ACH accounts.
- F. Collect all delinquent stormwater user fees, sewer rental bills and all related service charges and collection costs.
- G. Issue all initial bills and past due notices within the timeframes set forth in Section III below.
- H. Prepare and mail all Intent to Transfer Account to Collection Agency notices under Section III of this Policy.
- I. Provide the Collection Agency a list of all sewer rental billing ratepayers whose water service is to be terminated for nonpayment.
- J. Immediately notify Collection Agency of the names of those ratepayers whose service is to be restored.
- K. Immediately notify the Collection Agency and the Collection Attorney if any ratepayer has filed for bankruptcy.
- L. Determine which ratepayers are eligible for installment payment agreements.
- M. Determine which ratepayers qualify for a hardship exception.
- N. Prepare and forward to the Collection Attorney on a quarterly basis, a list of properties against which lien claims are to be filed in accordance with Section IV of this Policy.
- O. Prepare and forward to the Collection Attorney a list of all properties that are to be released from previously filed lien claims.
- P. On or before the July deadline each year, provide a list to Dauphin County Tax Claim Bureau of all properties against which have an outstanding balance and are scheduled for the Tax Upset Sale.
- Q. Refer delinquent accounts for collection to either the Collection Agency or the Collection Attorney in accordance with Section III of this Policy.
- R. Immediately notify the Accounts Supervisor of any legal action threatened or taken against the Authority with respect to or in any way relating to the implementation and/or enforcement of this Policy.
- S. Prepare and provide weekly payment reports each Friday to the Collection Agency and Accounts Supervisor and prepare and provide monthly payment reports to Collection Attorney and Accounts Supervisor.

#### 4. Accounts Clerk / Clerk

The Accounts Clerk shall assist the Accounts Manager or Accounts Supervisor in carrying out his/her duties. The Accounts Clerk shall report to the Accounts Manager. The Accounts Clerk shall have the following duties:

- A. Open, sort, and process all payments.
- B. Provide customers with basic information regarding their accounts.
- C. Accept payments and issue receipts.
- D. Notify Accounts Manager of any payments made by delinquent collections customers.

#### 5. Collection Agency

Modern Recovery Solutions has been contracted as the Collection Agency as established under Resolution 12-10. The Collection Agency shall be compensated by the addition of a sum equal to twenty-five percent (25%) of the delinquent account principal to the ratepayers account. The Collection Agency shall be responsible for making contact and securing payments from delinquent ratepayers.

#### 6. Collection Attorney

Slusser Law Firm has been contracted as a Collection Attorney as established in Resolution 12-11. Slusser Law Firm shall be responsible for handling bankruptcy accounts and any other work as deemed necessary by the Accounts Manager and Accounts Supervisor. Fees will be charged according to the current resolution.

Law Offices of Steven A. Stine has been contracted as a Collection Attorney as established in Resolution 15-13. Law Offices of Steven A. Stine shall be responsible for filing liens and Sheriff Sale of property. Fees will be charged according to the rate schedule established according to the current resolution.

### **Section III – Billing; Notice to Ratepayers**

#### 1. Initial Bill for the Stormwater User Fee and Sewer Rental Charges

An initial bill shall be issued to each ratepayer by the Account Manager and shall be delivered to each ratepayer via regular U. S. mail. Initial bills shall be issued on a quarterly basis. The Account Manager shall issue initial bills January, April, July, and October. All initial bills shall be due and payable on the last day of the billing month.

Initial bills shall inform ratepayers of the amount due, the issue date, the due date, forms and methods of payment permitted, and that a penalty of ten percent (10%) will be assessed on all bills not paid by the due date.

Accounts will be billed at the current rates established by resolutions adopted by the Authority for stormwater user fees and sewer rental charges. Please note: The Municipal Authorities Act requires the Authority to have uniform rates for the same class of users. The Authority cannot separate family households, single households, or senior citizens from other citizens because they are not defined as a separate “class of users.” The Authority cannot establish a special class of stormwater user fees or sewer rates for senior citizens without revisions by the Pennsylvania Legislature.

#### A. Stormwater User Fees

- i. All single family residential (SFR) parcels will be billed a user fee at the current SFR rate established by the current Resolution adopted by the Authority.
- ii. All Non-Single-Family Residential Parcels (NSFRs) shall be billed user fees based upon the following schedule (a) NSFRs with impervious surface equal to or less than 3,400 square feet shall pay a user fee for one (1) ERU at the current ERU rate established by the current resolution adopted by the Authority. (b) NSFRs above the minimum of 1 ERU shall be computed by multiplying the total number of ERUs, including partial ERUs expressed in fractions of 1/10 to 9/10 as applicable, by the current ERU rate.

#### B. Sewer Rental Charges

- i. All residential units will be billed at a flat rate per unit established by a current resolution.
- ii. All commercial accounts will be billed based on water usage at the current rate per thousand gallons with a minimum charge at the current residential rate established by current resolution. Up to 16,000 gallons of water usage will be billed at the current residential flat rate. Any account using more than 16,000 gallons of water will be billed an additional charge per thousand gallons at the current per thousand gallons rate established by resolution. The volume of water to be used for billing sewer rentals includes aggregate quarterly volumes of water purchased from either United Water, Suez, CRW, or other water companies, and in addition, aggregate quarterly volumes of water obtained from well meters installed and maintained by the property owner as may be required and approved by the Authority, or from estimates or measurements made by the Authority.

### 2. Stormwater User Fee Billing – NSFR Complex Accounts

#### A. Condominium Associations

Stormwater user fees for individual Condominium Unit Owners shall include user fees for impervious surface of the Individual Unit plus stormwater user fees for the percent interest of common elements.



The square feet of each individual owner's unit and the percent interest of each owner's share in the common elements has been calculated in accordance with the Declaration of Covenant filed at the Dauphin County Courthouse. The initial stormwater user fee shall be billed to each individual condominium unit owner. If the Condominium Association chooses to have a different billing address, a request must be made in writing to the Accounts Manager.

B. Multiple Parcel's with Same Owner – Aggregate of User Fees Billing Policy – Parent Parcel

The initial stormwater user fees for owners of multiple parcels shall be linked and the fees aggregated where the adjoining parcel is owned by the same owner. This is typically associated with parking areas that are located on an adjacent separate parcel and the parking lot is exclusively used for the adjacent parcel under the same owner. If the Property desires to have separate bills for each parcel, a request must be made in writing to the Accounts Manager.

C. Commercial Shopping Center – Multiple Parcels

The initial stormwater user fees for owners of Commercial Shopping Centers shall be aggregated and billed as provided under B. above. Parking areas that may be shared by property owners with adjoining parcels within the same shopping center will require the individual property owners to split their stormwater user fees independently and the Authority will not separate these fees for the individual owners.

D. Crop Farming – Dauphin County Land Use Data – Initial NSFR Designation

The initial stormwater user fee for property owners that are identified as a farming operation by the Dauphin County Land Use Data shall be billed as NSFR. The property owner will have the opportunity to be re-classified as SFR if the owner(s) execute and return the Authority Unsworn Verification to Authorities verifying that no crop farming or commercial activity is occurring on the property, as defined under the Lower Paxton Township Zoning Ordinance. The Authority reserves the right to also perform an inspection of the property to confirm the submitted verification.

E. Conversion Apartments – NSFR Designation

The initial stormwater user fees for owner of conversion apartment, as defined under the Lower Paxton Township Zoning Ordinance, shall be billed as NSFR.

3. Penalty

A. A penalty of ten percent (10%) shall be assessed on all initial bills that are not paid by the due date.

B. A penalty of 25% shall be assessed on all accounts referred to the Collection Agency.

#### 4. Delinquent Notice

For each initial bill that is not paid by its due date, the Accounts Manager shall issue a Delinquent Notice, which shall be delivered to each delinquent ratepayer via regular U. S. mail. The Delinquent Notice shall inform the ratepayer that their account is overdue and that a penalty of ten percent (10%) of the current billed amount has been assessed.

#### 5. Notice of Intent to Transfer Account to Collection Agency

The Notice of Intent to Transfer Account to Collection Agency shall inform the ratepayer via first class mail, of the amount past due, fees to be imposed if the account is transferred to the Collection Agency, and the due date (4 weeks from the date of the notice) to pay in full or make a payment arrangement. Making a partial payment alone does not constitute a payment arrangement. The Notice of Intent to Transfer Account to Collection Agency will serve as the final notice to attempt collections on delinquent accounts. No further written or verbal notice will be given.

##### A. Installment Payment Agreements

A ratepayer may petition the Accounts Manager for a payment agreement to allow the ratepayer to make periodic partial payments, in accordance with the payment schedule policy below and agreed to by the ratepayer and Accounts Manager. If a ratepayer owner has failed to follow through with a previous payment agreement, petition for new installment payment agreement will be denied. Any agreement entered into with the ratepayer shall be reasonable, as determined by the Accounts Manager, for the purpose of assuring that the best interests of the Authority are served. Payment agreements shall be recorded in the ratepayer's file. All payment arrangements must include keeping current quarterly charges paid. Failure to meet any term of the agreement shall give the Accounts Manager the right to immediately continue the collection process without future notice. Making a partial payment alone does not constitute a payment arrangement.

##### i. Payment Schedule

- a. If the delinquent balance is \$500.00 or less, the payment plan should not exceed 6 months.
- b. If the delinquent balance is \$500.01 to \$1,000.00, the payment plan should not exceed 12 months.
- c. If the delinquent balance is \$1,000.01 to \$2,500.00, the payment plan should not exceed 18 months.

##### B. Hardships

An owner ratepayer may request a Hardship Application. The Hardship Application provides the owner ratepayer the opportunity to present a payment arrangement within

the time frame of the payment schedule while stopping the accrual of penalty on the account. The owner ratepayer must complete the Hardship Application in its entirety and submit the Application to the Authority Director or Township Manager for approval. If the hardship is approved, the accrual of penalty will cease provided the arrangements are kept. If the payment agreement is broken, penalty will be reinstated, and the Accounts Manager will have the right to immediately continue the collection process without future notice.

#### 6. Transfer of Account to Collection Agency

If the ratepayer's account remains delinquent in whole or in part after the due date of the Notice of Intent to Transfer Account to Collection Agency letter or defaults on a payment plan, the Accounts Manager will transfer the account to the Collection Agency for further action. A fee of 25% of the balance being transferred to Collection Agency will be assessed to the account. Further action may include but is not limited to credit reporting, water shutoff (sewer customers only), litigation, and garnishing bank accounts. Once delinquent account has been transferred to Collection Agency, no further payment arrangement agreements will be handled by the Authority. In instances where the account has been placed with Collection Agency for over one (1) year, or where the account is being referred to the next collection step, accrued account charges will be placed with Collection Agency and a fee of 25% of the placed balance will be assessed.

### **Section IV - Actions of Collection Agency and Collection Attorney**

#### 1. Initial Placement

Once an account is placed with Collection Agency, Collection Agency will mail a collection letter and initiate phone calls. If the letter is returned, there is no phone number, or the phone number is incorrect, Collection Agency will run a search through a national database. They will then call all addresses, phone numbers, same names, and relatives of the person searched in an attempt to locate a valid phone number and address. Once a valid address and phone number are confirmed, a new letter will be sent, and phone calls will commence. The search of the national databases will also reveal bankruptcy filings and deaths.

#### 2. Credit Reporting

Collection Agency will report delinquent accounts to credit reporting agencies automatically for placed accounts that remain in collections on the first of the month after a full sixty (60) days from initial placement with Collection Agency.

#### 3. Water Shut-off Notice and Water Service Restoration (Sewer Rental Charges Only)

Accounts will be recommended for water shut off if:

- There is no response to phone calls once a valid phone number is confirmed.

- The owner ratepayer refuses to make payments.
- A valid address or phone number cannot be located.

Collection Agency shall provide a list of properties that meet the recommended water shut-off criteria items A., B., and C. to Accounts Supervisor or Accounts Manager for review. Upon confirmation of the criteria, Authority shall deliver a notice (Shut-Off Notice) to ratepayer that their account is seriously delinquent, payment of all charges must be made within ten (10) days, failure to make payment of all charges will result in the termination of water service to the ratepayer's property and may result in the institution of legal proceedings against the ratepayer without further notice. If service is terminated, service will not be restored until all charges are paid in full including a \$50.00 service charge as charged to Authority by Suez. Accepted forms of payment include cash, certified bank check, money order, or credit card payment made in the Authority Office or to Collection Agency. Personal checks and payments made through a third-party provider will not be accepted.

If, at the time Authority is terminating service, the ratepayer proposes to pay his/her delinquent account in full, the Collection Agency may cease termination activity upon receipt of payment in the form of cash or bank certified check, cashier's check, or money order made payable to the order of the Authority. The payment must pay in full all charges, costs and other sums then due from the ratepayer with respect to the property to which the service is being discontinued. Partial payment will be accepted; however, water services will not be restored until the entire balance is paid in full.

After water service has been terminated for non-payment, service may only be restored when the account has been brought to a zero (\$0.00) balance including the \$50.00 charge charged to the Authority by Suez. Suez will be notified within twenty-four (24) hours of receipt of payment in full to Accounts Manager. For payment in full received before 11:00 a.m., water service will be restored on the same day by 5:00 p.m. For payment in full received after 11:00 a.m., water service will be restored the following business day.

Sewer billing will continue in the event that water service is terminated in accordance with *Perano v. ODR Sewer Authority*, 47 A.3d 210 (Pa. Commw.2012). Specifically "rental charges are utilized to meet many fixed costs incurred...(by the Authority)...including operation costs, maintenance, repair, inspection, and depreciation." *Id. at 217*. Property owners are not only responsible for the costs associated with sewage treatment, but also the operational expenses, maintenance expenses, repairs, etc.

Water shutoffs will take place during the months of April through November.

A. Persons to be given Shut-off Notice

- i The owner ratepayer
- ii The Lower Paxton Township Community Development Department

## B. Contents of Notices and Manner of Delivery

- i. A ten (10) day notice will be mailed first class to the owner ratepayer and posted on the property ten (10) days prior to the date of termination.
- ii. The ten (10) day notice will include the property address to be terminated, the date of termination, total amount due, phone number to make payments, acceptable forms of payment, amount to be assessed to the account if the water is terminated, and a medical emergency notice.
- iii. When water has been shut off, a notice will be posted on the property notifying the date and time the water was terminated, the amount to be paid in order to have the water restored, and the phone number to call to make payments.

## C. Medical Emergency Notice

If someone in the home is seriously ill or afflicted with a medical condition that will be aggravated by the termination of service, a medical certification from a licensed physician verifying the condition must be forwarded to Collection Agency.

### i. Medical Certifications

Certifications initially may be written or oral, subject to the right to verify the certification by calling the physician or nurse practitioner AND to require written verification within 7 business days. Certifications, whether written or oral, must include the following:

- a. The name and address of the customer or applicant in whose name the account is registered.
  - b. The name and address of the afflicted person and the relationship to the customer or applicant.
  - c. The nature and anticipated length of the affliction.
  - d. The specific reason water service is required.
  - e. The name, office address and telephone number of the certifying physician or nurse practitioner.
- ii. Length of postponement; renewals

Service may not be terminated for the time period specified in a medical certification. The maximum length of the certification shall be thirty (30) days. The owner ratepayer is responsible to pay the sewer bill even if there is a medical certificate for

someone in the home. **A medical emergency notice does not reduce the amount owed or due.**

- a. *Time period not specified.* If no length of time is specified or if the time period is not readily ascertainable, service may not be terminated for a maximum of thirty (30) days.
- b. *Renewals.* Certifications may be renewed in the same manner for the same time period as above. Owner ratepayer is limited to two (2) thirty-day (30) certifications filed for the same set of arrearages. The second certification must be a current dated certification and not a copy of the first certification. The owner ratepayer is responsible to pay the sewer bill even if there is a medical certificate for someone in the home.

#### D. Water Notice to Tenants

Property owners are responsible for ensuring sewer accounts are paid. In the event that a tenant resides in the property and not the owner, Authority will follow the Policy as set forth by Suez, and all laws governing water shutoff to tenants as established by the PA Legislature.

#### E. Bankruptcy

Generally, termination of water service is prohibited once a property owner files for bankruptcy due to the bankruptcy stay. However, if warranted, the Authority has the ability to petition the Bankruptcy Court for Relief from the Automatic Stay. If the Petition is granted, the Authority may resume any and all collection activity on the account including termination of water service.

### 4. Notice of Intent to Lien

#### A. General

- i. Delinquent stormwater user fees and sewer bills may be collected in accordance with the Municipal Liens and Tax Claims Act (the "Municipal Claims Act").
- ii. The Municipal Claims Act provides that a municipal claim, including a claim for unpaid sewer rates and stormwater user fees, may become a lien against the property to which service was rendered from the date of assessment. A lien claim must be filed with the Prothonotary and is public record.
- iii. After an initial bill has been issued to a ratepayer for a particular property, that property cannot thereafter be transferred to a third party free of the lien of the municipal claim.

- iv. In many cases, delinquent sewer bills and stormwater user fees will be collected and paid by title companies who are involved in the sale and purchase of properties. This results in the efficient collection of unpaid stormwater user fees and sewer bills.
- v. On occasion, properties with liens for unpaid stormwater user fees and sewer rental charges, are transferred and the lien is not satisfied (the stormwater user fees and sewer rental charges are not paid.) Unless the property is acquired free and clear through a Judicial Sale, any and all liens recorded in the Prothonotary's office will transfer to the new owner. Therefore, it is the responsibility of the buyer to have a title search done before purchasing property. Furthermore, any delinquencies associated with the account that are not included in a lien will also transfer to the new owner (unless purchased free and clear).
- vi. The Municipal Claims Act requires that lien claims for all unpaid sewer bills and stormwater user fees be filed with the Prothonotary within three (3) years of the date of the initial bill.

#### B. When to File

- i. Existing Delinquencies

With respect to all existing delinquent accounts, lien claims shall be filed as soon as possible.

- ii. New Delinquencies After the Effective Date of this Policy

Lien claims shall be filed as directed by Collection Agency or Collection Attorney. Accounts placed with Collection Agency or Collection Attorney shall be reviewed during the month of May each year to determine if a lien should be filed.

- iii. Large Delinquencies and Special Exceptions

At the discretion of Authority Director or Township Manager, lien claims may be filed at any time with respect to accounts that are more than ninety (90) days delinquent if the amount of the delinquency exceeds \$500.00. This also includes abandoned and razed properties.

#### C. Preparation and Forwarding List of Properties to be Liened

On or before June 1st of each year, the Accounts Manager shall prepare and forward to the Collection Attorney a list (Property Lien List) of all accounts to be liened. The Authority may, upon recommendation of the Collection Agency, Collection Attorney, or Accounts Manager, place liens as necessary throughout the year.

#### D. Contents of Property Lien List

The Property Lien List shall contain the following information:

- i. the name of each ratepayer owner whose property is to be liened.
- ii. a description of each property (including street name and number, tax parcel number, and, if available, deed book reference).
- iii. the amounts due (amounts due for sewer, penalty, collection fees, and attorney fees including the lien satisfaction fee must be shown separately).

#### E. Filing of Lien Claims

Upon receipt of the Property Lien List from the Accounts Manager, the Collection Attorney shall promptly review the same to ensure the Property Lien List complies with the requirements of the Municipal Claims Act. After making any corrections to the Property Lien List, the Collection Attorney shall file a lien claim with the Prothonotary against all properties set forth on the Property Lien List provided. Lien claims shall be filed no later than December 1<sup>st</sup> of each year. The Solicitor shall make sure that the Prothonotary has properly indexed the lien claim against each property on the Property Lien List. A time-stamped copy of each lien claim shall be forwarded by the Collection Attorney to the Accounts Manager. The Authority may, upon recommendation of the Collection Agency, Collection Attorney, or Accounts Manager, place liens as necessary throughout the year.

#### F. Enforcement of Liens

At the request of Authority Director, the Collection Attorney shall institute proceedings to enforce municipal lien claims in accordance with the enforcement provisions of the Municipal Claims Act.

#### G. Satisfaction of Liens

- i. Monthly, the Accounts Manager shall prepare and deliver to the Collection Attorney a list of all liened properties whose accounts have been paid in full. The Collection Attorney shall promptly file with the Prothonotary a satisfaction of liens with respect to all properties on such list.
- ii. At the request of an owner ratepayer, the Accounts Manager may execute a satisfaction of liens with respect to a particular property provided that (i) all delinquent charges have been paid in full; (ii) the owner ratepayer has prepared the release of lien and such release in form and substance satisfactory to the Collection Attorney; (iii) the owner ratepayer shall pay for all recording costs.



## 5. Foreclosure / Sheriff Sale

Authority has the option to proceed with foreclosure if all other efforts have not resulted in payment in full of the delinquent account, following approval by the Township Manager.

### A. Initiated by Authority

The Accounts Manager will provide the Collection Attorney with properties for Sheriff Sale. Any and all costs relating to the Sheriff Sale will be added to the owner's account including but not limited to court costs and attorney's fees including the filing fee of \$2,000.00 to the Sheriff's Office. Purchasing a property at Sheriff Sale is subject to any and all liens and encumbrances.

Sheriff Sales may be stopped by the following:

- i. the writ being stayed, (i.e., all proceedings involving the sale are stopped by the attorney for the Plaintiff)
- ii. a court order
- iii. an active bankruptcy

### B. Initiated by Other Party

The Accounts Manager shall print and review Sheriff Sale Lists from the Sheriff's web site for properties with a delinquent balance. The Accounts Manager shall create a list including the sale number, account number, owner's name, property address, tax parcel number, and amount due pro-rated to the date of sale. The list shall be submitted to the Sheriff's Office at least one (1) day before the date of the sale.

After the Sheriff Sale, Accounts Manager shall check the web site for the results of the sale and make changes to accounts as appropriate, notifying Collection Agency and Collection Attorney as necessary.

## **Section V - Tax Sale**

The Accounts Manager shall print and review Tax Sale Lists from the Tax Claim Bureau's web site for properties with a delinquent balance. The Accounts Manager shall create a list including the account number, owner's name, property address, tax parcel number, and amount due pro-rated to the date of sale. The list shall be submitted to the Tax Claim Bureau's Office prior to the deadline for submission in order to satisfy the requirement that all liens be certified before the deadline for submission.

## Section VI - Bankruptcy Matters

### 1. Handling Routine Bankruptcy Matters

The Accounts Manager shall become familiar with routine bankruptcy issues and shall send to Collections Attorney all bankruptcy notices received by the Authority. The Accounts Manager will be responsible for creating pre- and post-bankruptcy accounts. The Collections Attorney shall file Proofs of Claim for any owner ratepayer with a balance on the pre-bankruptcy account.

#### A. Automatic Stay

The filing of a bankruptcy petition creates an automatic stay of all collection actions being taken against the debtor. Water service to a property may not be terminated after a bankruptcy petition has been filed unless a Petition for relief from Automatic Stay has been granted. If a Petition has been granted, any and all collection activity may resume.

#### B. Proofs of Claim

The Collection Attorney should file a proof of claim in any case where there is a balance on the pre-bankruptcy account.

##### i. Secured and Unsecured Claims

The Authority may have either a secured claim, an unsecured claim, or both depending on the circumstances of each case. The Authority will have a secured claim with respect to all delinquent rates that have been liened against the property prior to the filing of the bankruptcy. The Authority will have an unsecured claim for that portion of rates not protected by a lien, including rates accruing after filing for bankruptcy. Both secured and unsecured claims will be included when filing a proof of claim. The following example is demonstrative.

EXAMPLE: With respect to a residential ratepayer, bills are issued (assessed), in arrears, for services rendered in the prior quarter. For the quarter beginning January 1 and ending March 31 (90 days), a ratepayer incurs charges of \$125. The ratepayer files for bankruptcy on March 1, but the 1<sup>st</sup> quarter bill is not issued until April 1. Because the bill was not issued until after the bankruptcy, the Authority does not have a secured claim. The Authority has an unsecured claim, however, to the extent of \$82.01 (59 days x (\$125/90 days)) and a post-petition administrative claim of \$42.99 (31 days x (\$125/90)) (see below).

The following formula should be used to calculate the amount of the Authority's unsecured claim in these types of cases:

$$\begin{array}{l} \text{Total number of days} \\ \text{elapsed in quarter/month} \\ \text{before bankruptcy filing} \end{array} \quad \times \quad \begin{array}{l} \text{Amount of bill} \\ \text{total number of days} \\ \text{in quarter/month} \end{array}$$

ii. Chapter 7 Liquidation

In Chapter 7 cases, if there are assets available for distribution, claims must be filed within 90 days of the first meeting of creditors. If there are no assets available for distribution, no claim need be filed. There is no requirement that claims in Chapter 7 cases be served on any other persons.

iii. Chapter 13 - Individual Debt Adjustment

In order to receive a distribution in a Chapter 13 case, creditors, including a secured creditor, must file a proof of claim within 90 days of the first meeting of creditors. A copy of the proof of claim must be served on Debtors counsel and a copy should be served on Chapter 13 trustee.

iv. Chapter 11 – Reorganization

Claims must be filed either prior to confirmation of the debtor's plan of reorganization or prior to any bar date set by the Court.

C. Post-Petition Security Deposits and Claims for Post-Petition Service; Administrative Claim

Pursuant to Section 366(b) of the Bankruptcy Code, the Authority has the right to discontinue service if the debtor or trustee, within 20 days after the bankruptcy filing, fails to furnish adequate assurance of payment for service rendered after the filing date. Adequate assurance can be in the form of a deposit or other security.

Upon receipt of notice of a bankruptcy filing, the Accounts Manager shall immediately mail to the debtor a demand for adequate assurance. Adequate assurance shall be in the form of a security deposit in an amount equal to three (3) quarters billing. In some cases, the debtor may refuse to post a security deposit. In that event, the Authority may commence with termination procedures in accordance with this Policy unless and until adequate assurances are received by the Authority.

Security deposit will be escrowed in an account and released as payment on the post-petition account if the post-petition account is not kept paid current. A refund of any remaining security deposit will be issued upon the dismissal or discharge of the bankruptcy. If security deposit is not received within thirty (30) days of the request for security deposit, the property will be tagged for water shut off until the deposit is paid.

The debtor has the right to request the court to modify the type of security the Authority is requesting. In Chapter 11 cases, the debtor may argue that because the utility will have a priority, administrative claim for post-petition services, that priority serves as adequate protection when faced with such an argument, the Accounts Manager will refer the matter to Collection Attorney.

Owner has the responsibility to keep the post-petition account paid up to date including any and all attorney fees incurred by the Sewer Department as a result of the bankruptcy filing. Those fees will be added to the account as they are incurred. If the owner does not keep the post-petition account paid current, the Authority will petition the court for Relief from the Automatic Stay. Once approval is granted, the Authority will resume collection activities, lawsuits, and termination of water services.

#### D. Avoidance of Judicial Liens

Municipal Liens are statutory liens and not judicial liens. Therefore, municipal liens may not be avoided through bankruptcy.

#### E. Preference Actions

The Bankruptcy Code allows the debtor to avoid unusual transfers of the debtor's property that were made within 90 days before the bankruptcy filing. The creation of a lien against the debtor's property for unpaid bills constitutes such a transfer. Thus, even though the Authority will file a secured proof of claim, that portion of the secured claim that arises from an assessment made within 90 days of the bankruptcy will be subject to repayment. When faced with such a matter, the Accounts Manager shall refer the matter to the Collection Attorney.

#### F. Discharge of Municipal Claims

- i Under Chapter 7 bankruptcy, that portion of the Authority's claim that is unsecured will be discharged at the completion provided that a Discharge Order is entered. The portion of the Authority's claim that is secured will pass through the bankruptcy and remain a lien on the property.
- ii Under Chapter 11 and 13 bankruptcy cases, all secured and unsecured debts will be included in the plan. Upon successful completion of the plan requirements, the balance of the unsecured debt will be discharged. All secured claims will pass through the bankruptcy and remain a lien on the property unless otherwise avoided.

#### G. Sale of Property Free of Liens and Encumbrances

The Bankruptcy Code allows a debtor or trustee to file a Motion with the Bankruptcy Court to allow the debtor or trustee to sell property free and clear of all liens, claims and encumbrances, including municipal liens. In the event of such a sale, all liens are

transferred to the proceeds of the sale in the same order of priority that they had against the real estate.

## 2. Matters to be Referred to Collection Attorney

The Accounts Manager should promptly refer the following bankruptcy matters to the Collection Attorney:

- A. Adversary proceedings instituted against the Authority by a debtor;
- B. Objections to proofs of claims;
- C. Deciding whether to shut-off water service for post-bankruptcy delinquencies (for sewer customers only);
- D. Making administrative claims for post-bankruptcy services rendered; and
- E. Voting on plans of reorganizations.

## **Section VII – Payments**

### 1. Billing and Due Dates

Bills are issued every January, April, July, and October for the previous three (3) months. Payment is due the last day of each of those months. The account is considered paid when payment is received in the Authority Business Office. The Authority is not responsible for mail service. Failure to receive a bill does not relieve responsibility for payment when due.

### 2. Methods of Payment

#### A. Mail

Customers may mail checks with payment stubs to: LPTA, Suite 139, 425 Prince Street, Harrisburg, PA 17109.

#### B. In Person

Cash, checks, money orders, certified checks, and credit cards are accepted in the office at 425 Prince Street, Monday through Friday 8:00 a.m. to 5:00 p.m. The entire bill must be provided for a receipt.

#### C. Drop Box

A secured drop box is located in the Township Municipal Center parking lot for payments after hours. Place checks and stubs in an envelope. No cash should be placed in the drop box. The drop box is checked daily.

#### D. Direct Debit

Customers may sign up for automatic withdrawal (ACH) from a checking or savings account. Applicant must complete an authorization form that can be found on the back of the return portion of the bill, on-line at [www.lowerpaxton-pa.gov](http://www.lowerpaxton-pa.gov), or in the office two (2) weeks prior to the issuance of bills. The form must be fully executed and returned along with a voided check, savings withdrawal slip, or letter from the financial institution showing the bank account and routing numbers of the account being authorized for withdrawal. All withdrawals will be on the 28<sup>th</sup> of each billing month. If the 28<sup>th</sup> falls on a weekend or holiday, the funds will be withdrawn on the following business day. The full balance due on the account will be withdrawn from the account. The file is sent to the bank two (2) business days before the transaction date. Any changes must be submitted in writing one (1) week prior to the withdrawal date. Drafts that are returned by the bank for any reason are subject to the \$20.00 charge for returned payments.

ACH payments returned due to an invalid account (i.e., closed account, invalid account number, frozen account, unable to locate account, etc.) will automatically be removed from ACH. ACH payments returned due to insufficient funds two (2) consecutive times will automatically be removed from ACH. Any sewer account on ACH that sells will be removed from ACH. It is the responsibility of the seller/property owner to contact the Authority immediately. If a customer ratepayer is moving to another property in the Township and wishes to have the new property set up for automatic withdrawal, notification must be provided to the Authority in writing.

#### E. Credit Card Payments

- i. Credit card payments are accepted. There is a convenience fee for credit card payments. American Express, Discover, Visa, and MasterCard are accepted. Customer ratepayers may make payments by visiting [www.lowerpaxton-pa.gov](http://www.lowerpaxton-pa.gov).
- ii. Electronic checks are accepted online only. There is a convenience fee per transaction. Customer ratepayers may make payments by visiting [www.lowerpaxton-pa.gov](http://www.lowerpaxton-pa.gov).

### 3. Acceptable Forms of Payment

#### A. Cash

#### B. Check

- i. Starter checks, unnumbered checks, and non-personalized checks will not be accepted.
- ii. The customer's complete name and address must appear on the check.

- iii. The check must have a bank identification number, or routing number, that runs across the bottom, along with the customer's account number and check number.
- iv. The dollar amounts, both written and numeric, must match.
- v. Checks should not be stapled or taped to payment stub.

C. Money order

D. Cashier's Check or Certified Check

E. Bill Payer checks

All bill payer checks must include the entire account number. Bill payer checks not containing the correct account number may be returned to the issuer.

F. Visa, MasterCard, Discover, and American Express.

4. Check Processing

Authority reserves the right to process checks electronically by transmitting the amount of the check, routing number, account number, and check serial number of the financial institution. Black or blue ink must be used when writing checks.

5. Returned Payment Charge

There is a \$20.00 charge for all returned payments for any reason.

6. Application of Payments

All payments will be applied to the stormwater user fees oldest to newest charges first. After stormwater fees are satisfied, payments will be applied to sewer charges oldest to newest.

**Section VIII – Miscellaneous**

1. Effective Date; Implementation

This Policy shall become effective on May 28, 2019.

2. Noncompliance with Policy; No Private Right of Action

The failure of any Authority or Township employee to comply with any provisions of the Policy shall not create any private right of action in favor of any owner ratepayer; provided, however, that any such failure may be raised as an affirmative defense to any enforcement action taken by the Authority or the Township.

### 3. Amendments to Policy

This Policy may only be amended in writing. Any amendments shall not become effective until duly adopted by the Lower Paxton Township Authority at a regularly scheduled meeting.

### 4. Billing Errors

If an account is over billed due to an error by the Authority, the account will be adjusted to reflect the correct billing.

If an account is under billed due to an error by the Authority, the account will be adjusted to reflect the correct billing and the customer will be given a period of time equal to the same time period that went under billed to pay without penalty.

If it is discovered that a property is connected to the sewer system and is not being billed, the Authority will back bill the account, for a period not to exceed 5 years from the date of discovery, using the following records, but not limited to: building permits, zoning applications, variances, water company records, electric company records, and tax records. The owner ratepayer will have a period of time equal to the time the account was not billed to pay without penalty.

If it is discovered that a property that should be charged for stormwater user fees is not being billed, the Authority will back bill the account, for a period not to exceed 5 years from the date of discovery using the following records, but not limited to; building permits, zoning applications, variances, water company records, electric company records, and tax records. The owner ratepayer will have a period of time equal to the time the account was not billed to pay without penalty.

### 5. Adjustment of Usage by Water Company

If a billing error occurred on a commercial account by the water company that caused the sewer bill to be incorrect, an adjustment equal to the water company adjustment may be made with proof of water company adjustment.

### 6. Waiver of Penalty

#### A. One-Time Penalty Waiver for Accounts in Good Standing

A one-time credit of penalty may be applied to an account in the event of a late payment provided the account has a good payment history. Good payment history constitutes no more than one late payment in a seven (7) year period. This credit is available one time in any seven (7) year period. This request may be verbal or in writing. The request may be approved by any personnel covered by this policy.



## B. One-Time Penalty Waiver for Delinquent Accounts in Collections

At the Authority's discretion, a one-time waiver of penalty may be applied to an account provided the account is paid in full within one month from the initial date of the request. Only one request may be granted per the life of the account. All requests must be in writing. There will be no waiver of sewer, collection, attorney fees or any fees incurred as a result of collections. The request may be approved by Accounts Manager, Accounts Supervisor, Department Supervisor, or Department Manager.

## 7. Meters for Commercial Billing (sewer rental charges only)

If the property owner's water consumption is high due to irrigation or other high volume of water use that DOES NOT enter the sanitary sewer system, the customer may choose to install a separation meter. The separation meter must read in thousand gallons. Upon installation of such meter, an inspection of the meter must be made by Authority personnel. The meter is to be installed and maintained at the owner's expense. The meter must be placed where Authority personnel can easily access the meter for quarterly readings.

All commercial accounts on wells are billed based on an estimated usage calculated by Authority Engineer. This calculation is based on the type of business, number of employees, number of public bathrooms, and operational hours. An owner ratepayer with an estimated usage who believes the estimate to be too high or too low, may opt to install a water meter. The meter must read in thousand gallons. Upon installation of such meter, an inspection of the meter must be made by Authority personnel. The meter is to be installed and maintained at the owner's expense. The meter must be placed where Authority personnel can easily access the meter for quarterly readings.

## 8. Adding/Subtracting a Unit and Change of Use

When adding a unit (i.e., converting attic into an apartment, etc), subtracting a unit (i.e., returning basement apartment back to basement space, etc), or changing the use of a property, owner ratepayers should contact the Authority for an inspection so that billing can be adjusted accordingly.

### A. Sewer Rental Billing

#### i. Adding a Unit

When adding a living unit, Authority personnel will document by inspection the separate electric and/or water meters for the new unit along with a clear separation of living quarters. The number of billable units will then increase by the number of additional units as of the date of activation of the electric and/or water meters, or the date of inspection. If the owner ratepayer fails to notify the Authority, the Authority reserves the right to back bill, for a period not to exceed 5 years from the date of discovery, based on Authority research records from but not limited to: building

permits, zoning applications, variances, water company records, electric company records, and tax records.

ii. Subtracting a Unit

When subtracting a living unit, Authority personnel will look for living quarter alterations and removal of electric and/or water meters. The number of billable units will then decrease by the number of units removed as of the date of inspection. No billable units will be removed unless and until an inspection has been completed. It is the responsibility of the property owner to contact the Authority to make arrangements for an inspection.

ii. Change of Use

When changing the use of a property (i.e., residential home to insurance office, beauty shop, gift shop, etc.), owner ratepayer is required to contact the Authority with the new information. Authority personnel will determine if the billing rate (i.e., commercial or residential) needs to be changed and if there is a need to charge additional tapping fees. If the owner ratepayer fails to notify the Authority, the Authority reserves the right to back bill, for a period not to exceed 5 years from the date of discovery, based on Authority research records from but not limited to: building permits, zoning applications, variances, water company records, electric company records, and tax records.

B. Stormwater User Fee

i. Adding a Unit

When adding a living unit to a SFR, Authority personnel will document by inspection the separate electric and or water meters for the new unit along with a clear separation of living quarters. The User rate will then change from SFR to NSFR and fees will be calculated based on impervious coverage. If the owner ratepayer fails to notify the Authority, the Authority reserves the right to back bill, for a period not to exceed 5 years from the date of discovery, based on Authority research records from but not limited to: building permits, zoning applications, variances, water company records, electric company records, and tax records.

ii. Subtracting a Unit

When subtracting living units down to one single living unit, Authority personnel will look for living quarter alterations and removal of electric and or water meters. The User rate will then change from NSFR to SFR and will be billed at the appropriate rate. No rate changes will be made unless and until an inspection has been completed. It is the responsibility of the property owner to contact the Authority to make arrangements for an inspection.

### iii. Change of Use

When changing the use of a property, owner ratepayer is required to contact the Authority with the new information. Authority personnel will determine if the billing rate (i.e, SFR or NSFR) needs to be changed. If the owner ratepayer fails to notify the Authority, the Authority reserves the right to back bill, for a period not to exceed 5 years from the date of discovery, based on Authority research records from but not limited to: building permits, zoning applications, variances, water company records, electric company records, and tax records.

## 9. Vacant Properties

Vacant properties are billed for sewer in accordance with Resolution 00-03 Section 11, which states: there shall be no abatement of sewer rentals or service charges imposed by this Resolution unless the property with respect to which an abatement is requested shall have been physically disconnected from the Sewer System of the Authority in a manner satisfactory to the Authority. It is intended by this Section to prohibit any abatement of sewer rentals or service charges for any period during which a property connected to the sewer system is vacant or unoccupied unless the property is physically disconnected.

All properties with 340 square feet of impervious coverage or more will be issued a stormwater user fee in accordance with the current Resolution. There will be no abatement of stormwater user fees unless the property contains less than 340 square feet of impervious coverage.

## 10. Discontinuance of Service (sewer rental charges only)

In accordance with the Sewer Rental Billing Rate Resolution, there shall be no discontinuance of service or sewer rental billing unless the property is disconnected from the public sewer. The sewer line must be capped and inspected by an Authority inspector. A disconnect permit is required. There are two (2) exceptions:

### A. Military Deployment

Any resident who is deployed and leaving behind a vacant house for duration of deployment may qualify for a temporary discontinuance of service. It must be proven that the house will be vacant for the duration of deployment and a copy of the deployment orders with the leave and return dates must be submitted for relief of sewer rental charges. Proof of vacancy may be in the form of another canceled utility or forwarding address registered with the U. S. Postal Service. Vacancy will be verified.

### B. Fire

If any billed structure is made uninhabitable by a fire that will require a demolition and/or reconstruction of the structure, the owner may qualify for temporary discontinuance of service. A copy of the fire report along with a written estimate of time for reconstruction

must be provided. The billing will cease as of the date of the fire and be reinstated as of the date of the Certificate of Occupancy.

## 11. Billing Address

It is the ratepayer owner's responsibility to provide the Authority with a current valid mailing address. The Authority is not responsible for mail not delivered by the United States Postal Service due to an invalid address on record.

## 12. Third-Party Billing

All bills must remain in the property owner's name and the property owner **MUST** receive all bills. In the event of tenants, multiple owners, or divorce/separation, a third-party bill may be sent. Either party may request third-party billing. A Third-Party Bill is a copy of the original bill.

### A. Owner/Tenant Third-Party Billing

In the event of an Owner/Tenant situation, either the owner or tenant may request third-party billing. The requester must provide: owner's name, tenant's name, mailing addresses for both parties, and phone numbers for both parties. The Authority will not pro-rate bills. The owner is the responsible party for ensuring the bills are paid on time. The Authority will not become involved in an owner/tenant dispute. The Authority will provide payment and billing information to either party requesting such information. Third-party bills will be set up only when the account is paid current. If a third-party bill is returned by the Post Office, the third-party billing will be canceled. Owners and tenants are responsible for notifying the Authority of cancellations.

### B. Multiple Owners or Divorce/Separation Third-Party Billing

In the event of multiple owners who live at separate addresses or a divorce/separation of the owners, a third-party bill should be requested. Sewer is a lienable utility and, therefore, all parties listed on the deed are responsible for ensuring bills are paid. Owners are responsible for notifying the Authority of alternate addresses for third-party bills.

## 13. Property Settlements

The Title Company or attorney representing the seller or buyer must contact the Authority for any charges on the account. The Title Company or attorney is responsible for pro-rating and collecting sewer charges and stormwater user fees, service charges, and any outstanding monies owed for the property. If the Title Company or attorney fails to collect, the buyer will become responsible for all outstanding monies owed.

#### 14. Service Charge

In accordance with Resolution 07-02, as amended, in addition to collecting stormwater user fees and sewer rental charges for property settlements, a \$15.00 processing service fee will be assessed to the buyer for establishing and managing the transfer of the account.

#### **Section IX - Owner Ratepayer's Responsibilities and Rights**

1. Owner ratepayer is responsible for informing the Authority of any changes to the account for billing purposes.
2. Owner ratepayer is responsible for paying bills on time.
3. Owner ratepayer has the responsibility to treat Authority and Township personnel with courtesy and respect.
4. Owner ratepayer has the right to dispute a bill. If an owner ratepayer disputes charges, owner ratepayer should first appeal to the Accounts Manager or the Accounts Supervisor. If owner ratepayer continues to dispute charges, an appeal must be made in writing, to the Authority Director following the appeal procedures established under this policy. See Appeal Procedures under Section X below.
5. Owner ratepayer has the right to be treated with courtesy and respect.
6. Owner ratepayer has the right to request account histories and copies of past bills.
7. Owner ratepayer has the right to know how a bill is calculated.
8. Owner ratepayer has the right to have any aspect of the bill explained that is not understood. This explanation may be limited to a reasonable period of time if other customers are waiting.

#### **Section X – Appeal Procedures**

Property Owners may appeal their sanitary sewer rental bill or the stormwater user fee by following the following procedures.

1. Sewer Rental Charges Appeal – there is no appeal form for sewer rental charge appeals. Property Owners are required to submit the appeal in writing addressed to the Authority Director outlining the reason for the appeal, provide detailed information as to what the property owner believes is the error with the sewer rental bill and provide what the owner believes is the correct information that should be on the bill. The appeal will be processed in accordance with the Appeal Process outlined below under Sub Section 3.

## 2. Stormwater User Fee Appeal

- A. Property Owner must complete the Appeal Form provided under Attachment 1 of this policy and submit to the Authority Director.
- B. Property Owner must submit documentation that supports the appeal, including but not limited to:
  - i. plot plan, map, recent aerial image, as-built drawings, or similar information detailing actual impervious surfaces currently on-site. The information shall include dimensions of all impervious surface areas.
  - iii. The Property Owners estimate of the total amount of impervious surface based on supporting documentation submitted with the Appeal.

## 3. Appeal Process

- A. Upon receipt of the Appeal, staff will log the Appeal for tracking purposes.
- B. The Authority Director shall complete a review of the Appeal and documentation. The Authority Director shall provide a written determination by mail of the outcome of the Appeal to the Property Owner within 30 calendar days. The Authority reserves the right to require an inspection of the property to verify the documentation submitted as part of the Appeal. Refusal of the inspection by the Property Owner to allow an inspection will result in the Appeal being denied.
- C. If the Property Owner disagrees with the Authority Director's decision, the Property Owner may Appeal to the Lower Paxton Township Authority Board within 30 calendar days of the written decision.
- D. Upon receipt of an appeal to the Lower Paxton Township Authority Board the Authority Director shall place the Appeal on the Authority agenda for the next regularly scheduled meeting. The Authority Director will issue a written decision via certified and regular mail to the Property Owner within 30 calendar days of the Boards decision. Any person aggrieved by a decision of the Board may appeal to the Court of Common Pleas of Dauphin County within 30 calendar days of receipt of the Boards decision.



# LOWER PAXTON TOWNSHIP AUTHORITY

## Stormwater Adjustment Appeal

### APPEAL INSTRUCTIONS

This form is provided to LPTA stormwater customers who believe the Stormwater Billing Classification, Impervious Area (IA) and/or Equivalent Residential Unit (ERU) calculation for their property is incorrect. Customers should also use this form if it is believed that stormwater fees have been assigned for a parcel they do not own.

Please fill out all sections of the form, except for the last section marked "For LPTA Use Only."

Property owner must attach supporting documentation to the form. Please note that any submitted documentation will not be returned to the customer. Please mail completed form to:

**Lower Paxton Township Authority, Suite 139, 425 Prince Street, Harrisburg, PA 17109**

A LPTA representative will review the Stormwater Adjustment Appeal Form within ten (10) business days of receipt of the completed form.

Approved adjustments will be applied to the current stormwater bill and all future billings.

### APPEAL INFORMATION

Appeal Type:

ERU/IA     Ownership     Classification

Property Type:

SFR     NSFR

Customer IA/ERU Estimate (optional): \_\_\_\_\_

### CUSTOMER INFORMATION

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

Account Number: \_\_\_\_\_

Billing Street Address: \_\_\_\_\_

Address Line 2: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Additional Supporting Information: \_\_\_\_\_

\_\_\_\_\_

### FOR LPTA USE ONLY

Date Received: \_\_\_\_\_ Appeal:  Granted     Denied

Date Reviewed: \_\_\_\_\_ Reviewer: \_\_\_\_\_