



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

**Revised and Approved August 2024**

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

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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 ratepayers (property owner or paying occupant/other party) with written billing and collections procedures and practices.
2. Reduce present and avoid a recurrence of delinquencies to a reasonable and manageable level.
3. Accomplish the foregoing at minimum cost to owner ratepayers.
4. Policy shall become effective immediately.

**Section II – Personnel**

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 and sanitary sewer systems subject to the supervision, direction and control of the Authority, including the billing and collection for stormwater and sewer services in accordance with the stormwater user fees and sewer rates and other charges, as established and imposed by the Authority Board, and shall handle all matters arising from such billing and collecting.

2. Collection Agency

Portnoff Law Associates Ltd. has been contracted as the Collection Agency (and Attorney) as established under Resolution 24-02. The Collection Agency shall be compensated based on fees schedule as part of Resolution 24-02, as amended from time to time, directly payable to the Collection Agency for all collections, lien, and related services per account. Any fees payable by the Authority to the Collection Agency for said services, under Resolution 24-02, as amended from time to time, will be fully recoverable through the collections process. The Collection Agency shall be responsible for contacting and securing payments from delinquent owner ratepayers.

**Section III – Billing**

1. Billing

Quarterly bills will be issued in January, April, July, and October to each ratepayer. The Authority reserves the right to issue estimated bills as necessitated. Bills will inform owner ratepayers of the billing date, due date and the amount owed for each service. All

bills are payable within twenty (20) days of the billing date. The Authority is not responsible for any delivery delay of bill or payment by the USPS.

Accounts will be billed at the current rates established by the Resolutions adopted by the Authority for stormwater user fees and sewer rental charges, as amended from time to time. Please note: The Municipal Authorities Act requires the Authority to have uniform rates for the same class of users. The Authority cannot establish a special class of stormwater user fees or sewer rates without revisions by the Pennsylvania Legislature.

## 2. Sewer Rental Charges

- A. All residential units will be billed at a flat rate per unit per the current Resolution.
- B. All commercial accounts are billed based on water usage at the current rate per thousand gallons with a minimum charge at the current residential rate established by the current Resolution. 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 relating authorized third-party 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.

### i. 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 owner ratepayer may choose to install a separation meter. The separation meter must read in thousand gallons. After installation of a meter, an inspection of the meter is required to be made by Authority personnel. The meter is to be installed and maintained at the owner's expense. The meter must be located where Authority personnel can easily access the meter for quarterly readings.

### ii. All commercial accounts on wells are billed based on an estimated usage calculated by the Authority Engineer. This calculation is based on the type of business, number of employees, number of public restrooms, and operational hours. An owner ratepayer may opt to install a water meter. The meter must read in thousand gallons. After installation of a meter, an inspection of the meter is required 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.

### 3. Adding/Subtracting a Unit and Change of Use for Sewer Billing

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. **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 five (5) years from the date of discovery.

#### B. **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 until an inspection has been completed. It is the responsibility of the property owner to contact the Authority to arrange for an inspection.

#### C. **Change of Use -**

When changing the use of a property (i.e., residential home to insurance office, beauty shop, gift shop, etc.), the owner ratepayer is required to contact the Authority with the change of usage. 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 five (5) years from the date of discovery.

### 4. Stormwater User Fees

- A. All single family residential (SFR) parcels are billed a user fee at the current SFR rate established by the current Resolution.
- B. All Non-Single-Family Residential Parcels (NSFRs) are 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 will be calculated 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.

5. Stormwater User Fee Billing – NSFR Complex Accounts

**A. Condominium Associations -**

Stormwater user fees for individual condominium unit owners will include user fees for impervious surface of the Individual Unit plus stormwater user fees for a percent interest of common areas. The square feet of each individual owner's unit and the percent interest of each owner's share in the common areas has been calculated in accordance with the Declaration of Covenant filed at the Dauphin County Courthouse.

**B. Multiple Parcel's with Same Owner (Parent Parcel) -**

The stormwater user fees for owners of multiple parcels will be linked and the fees combined where the adjoining parcel is owned by the same owner.

**C. Commercial Shopping Center (Multiple Parcels) -**

The stormwater user fees for owners of Commercial Shopping Centers shall be combined 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.

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

- i. The stormwater user fee for property owners that are identified as a farming operation by the Dauphin County Land Use Data will 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 the Authority 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 perform an inspection of the property to confirm the submitted request.
- ii. The stormwater user fee for property owners that are identified as a farming operation may request to have the impervious surface re-calculated using the alternative billing method. The alternative billing method allows for the separation of the farmhouse and driveway from the NSFR impervious surface. The property will receive two (2) separate bills, a flat rate for the farmhouse (SFR Rate) and a separate bill for the remaining NSFR impervious surface.

**E. Conversion Apartments – NSFR Designation -**

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

## 6. Adding/Subtracting a Unit and Change of Use for Stormwater Billing

### A. Adding a Unit-

When adding a living unit to an SFR, Authority personnel will inspect for 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 five (5) years from the date of discovery.

### B. Subtracting a Unit -

When subtracting living units, Authority personnel will inspect 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 until an inspection has been completed. It is the responsibility of the property owner to contact the Authority to arrange for an inspection.

### C. Change of Use -

When changing the use of a property, the owner ratepayer is required to contact the Authority with the change of usage. 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 five (5) years from the date of discovery.

## 7. Vacant Properties / Discontinuance of Service

All properties are billed for sewer in accordance with Resolution 00-03 Section 11, 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

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.

## 8. Penalty

A. A penalty of ten percent (10%) of the current charges will be added to all accounts that are not paid by the due date.

### B. Waiver of Penalty

A one-time credit of penalty may be applied to an account in the event of a late payment one time in a five (5) year period. This request may be verbal or in writing. The account must be in good standing.

## 9. Delinquent Notice

A delinquent notice will be sent to all accounts that have not paid in full by the due date. This notice will inform the owner ratepayer that failure to satisfy the outstanding balance will result in the transfer to our Collection Agency and additional fees will apply. The Delinquent Notice will serve as the final notice to attempt collections on the delinquent accounts.

## 10. Request for Installment or Hardship Payment Arrangements

### A. Installment Payment Agreements

An owner ratepayer may request a payment agreement to allow the owner ratepayer to make periodic partial payments, in accordance with the payment schedule policy below and agreed to by the owner ratepayer and Accounts Manager. If an owner ratepayer defaulted on a previous payment agreement, a request for a new payment agreement will be denied. Payment agreements shall be recorded in the owner ratepayer's account. All payment arrangements must include keeping current quarterly charges paid. Failure to pay on the terms of the agreement will result in the account being sent to the Collection Agency.

#### i. Payment Schedule

- a. If the delinquent balance is \$500.00 or less, the payment plan should not exceed thirty (30) days.
- b. If the delinquent balance is \$500.01 to \$1,500.00, the payment plan should not exceed ninety (90) days.
- c. If the delinquent balance is more than \$2,500.00, the payment plan should not exceed six (6) months.

### B. Hardships

An owner ratepayer may request a hardship application. The hardship application provides the owner ratepayer the opportunity to present a payment agreement within a 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 Accountant (in consultation with the Assistant Township Manager/Finance Director, as applicable) for approval. If the hardship is approved, the accrual of penalty will cease provided the arrangements are kept. If the payment agreement is broken, the penalty will be reinstated, and the Authority will have the right to immediately continue the collection process without future notice.

## 11. Transfer of Account to Collection Agency

If the account remains delinquent after the due date of the Delinquent Notice or defaults on a payment plan, the Authority will transfer the account to the Collection Agency for further action. Once a delinquent account has been transferred to the Collection Agency, no payment agreements or collections will be handled by the Authority. All actions of the Collection Agency will be in accordance with applicable laws and regulations and be performed directly with the owner ratepayer, and any corresponding charges will be incurred relative to the adopted fees schedule in Resolution 24-02, as amended from time to time.

## 12. Billing Errors

- A. **Over billed for Sewer / Stormwater:** The account will be adjusted to reflect the correct billing.
- C. **Under billed for Sewer / Stormwater:** The account will be adjusted, and the owner ratepayer will be given time equal to the same period that went under billed to pay without penalty.
- C. **Not being billed for Sewer / Stormwater:** The account will be back billed for a period not to exceed five (5) years from the date of discovery. The owner ratepayer will be given time equal to the time the account was not billed to pay without penalty.
- D. **Water Company Error:** An adjustment equal to the water company adjustment may be made with proof of water company adjustment.

## 13. Military Deployment

Any resident who is deployed and leaves behind a vacant house for the duration of the deployment may qualify for a temporary discontinuance of service. A copy of the deployment orders with the leave and return dates must be submitted for relief of sewer rental charges only. Vacancy will be verified.

## 14. Fire

If any structure is deemed uninhabitable by the Fire Marshall the sewer service will be suspended. Billing will cease as of the date of the fire and be reinstated as of the date of the reissued Certificate of Occupancy.

## 15. Billing Address

It is the owner ratepayer's responsibility to provide the Authority with a current valid mailing address.

## 16. Third-Party Billing

All bills must remain in the property owner's name and the property owner will receive a copy of each bill. In the event of tenants, multiple owners, or divorce/separation, a third party bill may be requested. A Third-Party Bill is a copy of the original bill.

## 17. Property Settlements

A Title Company or attorney representing the seller or buyer must contact the Authority for account balances. The Title Company or attorney is responsible for pro rating and collecting sewer, stormwater, and service charge fees. If the Title Company or attorney fails to collect all balances provided, the buyer will become responsible for all outstanding balances, including outstanding liens or judgements relating to the property.

## 18. Service Charge

In accordance with Resolution 07-02, as amended from time to time, 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 IV - Tax Sale**

Tax Sale Lists will be reviewed by the Authority and the Collection Agency for Township properties with balances. The Authority will only provide balances that have not been turned over to the Collection Agency. The Collection Agency will provide outstanding balances they are contracted to collect. The following information will be provided by the Authority: 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.

## **Section V - Bankruptcy Matters**

### 1. Handling Routine Bankruptcy Matters

All Bankruptcy notices received by the Authority will be sent to the Collections Agency. The Collections Agency will 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. If a petition has been granted, all collection activity may resume.

## B. Proofs of Claim

The Collection Agency will 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 secure claim with respect to all delinquent amounts that have been liened against the property prior to the filing of the bankruptcy. The Authority will have an unsecured claim for the 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 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:

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

### 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

To receive a distribution in a Chapter 13 case, creditors, including a secured creditor, must file a Proof of Claim within ninety (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 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 Collection Agency will immediately mail to the debtor a demand for adequate assurance. Adequate assurance will 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 Collection Agent may recommend termination procedures in accordance with this Policy unless and until adequate assurances are received by the Collection Agent.

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 a 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 Collection Agency will advise necessary action.

The owner ratepayer has the responsibility to keep the post-petition account paid up to date including all fees incurred by the Authority 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 / Collection Agency will petition the court for Relief from the Automatic Stay. Once approval is granted, the Authority will resume collection activities, lawsuits, and termination of 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 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 Authority will refer the matter to the Collection Agency.

#### F. Discharge of Municipal Claims

- i Under Chapter 7 bankruptcy, that portion of the Authority's claim that is unsecured will be discharged at completion provided that a Discharge Order is entered. The portion of the Authority's claim that is secured will pass through 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 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 Agency

The Authority should promptly refer the following bankruptcy matters to the Collection Agency:

- 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 ratepayers only).
- D. Making administrative claims for post-bankruptcy services rendered; and
- E. Voting on plans of reorganizations.

## **Section VI – Payments**

### **1. Methods of Payment**

#### **A. Mail**

Check, money order, or certified check with payment stubs may be mailed to: Lower Paxton Township Authority, Suite 139, 425 Prince Street, Harrisburg, PA 17109.

#### **B. Drop Box or In Person**

A secured drop box is located in the Township Municipal Center parking lot. Alternatively, cash, check, money order, or certified check are accepted in the office at 425 Prince Street, Monday through Friday 8:00 a.m. to 4:00 p.m.

#### **C. Direct Debit**

Customers may sign up for automatic withdrawal (ACH) from a checking or savings account. An authorization form can be found on the back of the bill, on-line at [www.lowerpaxton-pa.gov](http://www.lowerpaxton-pa.gov), or in the Township office. The form must be completed 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, or the first business day following. The entire balance on the account will be withdrawn from the account. There is no fee for this auto pay service.

#### **D. Online Payments**

Online payment in the form of a credit card, debit card, or electronic check are accepted at [www.lowerpaxton-pa.gov](http://www.lowerpaxton-pa.gov). A third-party fee is charged for this service.

### **2. Returned Payment Charges**

There is a minimum \$25.00 charge for all returned payments for any reason. If the Authority directly incurs charges above the minimum for a returned payment, the cost will be passed to the owner ratepayer's account. Payments returned due to insufficient funds two (2) consecutive times may be placed on a "DO NOT ACCEPT" checks list, and must provide payment by cash, money order, certified check, or credit card to satisfy balances with the Authority.

ACH payments returned due to an invalid account will automatically have the ACH removed. ACH payments returned due to insufficient funds two (2) consecutive times will automatically be removed from ACH.

### 3. Application of Payments

In accordance with standard billing and collection practices, all payments will be applied to the account's oldest charges first.

## **Section VII – Miscellaneous**

### 1. Noncompliance with Policy; No Private Right of Action

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

### 2. Amendments to Policy

This Policy may only be amended in writing, as approved by the Township Manager and/or Assistant Township Manager/Finance Director. Any amendments to the policy shall be provided to the Lower Paxton Township Authority Board at their next regularly scheduled meeting.

## **Section VIII - 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. Refer to Appeal Procedures under Section IX of this policy.
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.

## **Section IX – Appeal Procedures**

Owner Ratepayers may appeal their sewer rental bill or the stormwater user fee by following the following procedures.

1. Sewer Rental Charges Appeal – Owner Ratepayers are required to submit the appeal in writing to the Authority Director outlining the reason for the appeal, providing detailed information.
2. Stormwater User Fee Appeal
  - A. The Owner Ratepayer must complete the appeal form provided under Exhibit 1 of this policy and return to the Authority Director.
  - B. Owner Ratepayer 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.
    - ii. The Owner Ratepayer must provide an estimate of total of impervious surface based on supporting documentation submitted with the Appeal.
3. Appeal Process
  - A. Upon receipt of an appeal, staff will log the appeal for tracking purposes.
  - B. The Authority Liaison shall complete a review of the appeal and documentation. The Authority Liaison shall provide a written determination by mail of the outcome of the appeal to the Owner Ratepayer within thirty (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 to allow the Township to conduct an inspection will result in the appeal being denied.
  - C. If the Owner Ratepayer disagrees with the Authority Liaison's decision, the Owner Ratepayer may appeal to the Lower Paxton Township Authority Board within thirty (30) calendar days of the written decision.
  - D. Upon receipt of an appeal to the Lower Paxton Township Authority Board, the Authority Liaison shall place the appeal on the Authority Board's agenda for the next regularly scheduled meeting. The Authority Liaison will issue a written decision via certified and regular mail to the Owner Ratepayer within thirty (30) calendar days of the Authority Boards' decision. Any person aggrieved by a decision of the Authority Board may appeal to the Court of Common Pleas of Dauphin County within thirty (30) calendar days of receipt of the Authority Boards' decision.

# Exhibit 1



# LOWER PAXTON TOWNSHIP AUTHORITY

## Stormwater Adjustment Appeal

### APPEAL INSTRUCTIONS

This form is provided to LPTA stormwater customers who believe the 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 five (5) 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: \_\_\_\_\_