

CHAPTER 1

CUSTOMER RIGHTS AND OBLIGATIONS

100.0 RESIDENTIAL CUSTOMERS

100.1 Definitions

The following words and phrases when used in Sections 100.0 through 100.14 of these regulations have the meanings given to them in this Section unless specifically provided otherwise or unless the text clearly indicates otherwise:

- (a) Authorized User: Any of the following types of Customers or users of the City's Utility Service:
1. Owner-Customer: An Owner in whose name the Utility Service account is established or who by operation of law is responsible for payment of charges for Utility Service.
 2. Tenant-Customer: A Tenant with legal proof of tenancy, in whose name the Utility Service account is established.
 3. USTRA Tenant: As defined hereinafter in this Section.
 4. Occupant: An Occupant as defined in Section 100.1(f) with ownership interest: A current Occupant with proof of residency and with the intent of gaining ownership of the Service Location.
 5. Occupant without ownership interest: A current Occupant with proof of residency that accepts responsibility for the account and without any intent of gaining ownership of the Service Location.

65. Household Member with Medical Emergency: Any person who resides at the Service Location and who seeks to delay shutoff of service pursuant to Section 100.10 of these regulations.

(b) Customer: An Owner, Tenant or Occupant, other than an USTRA Tenant, who by operation of law or agreement is responsible for payment of the charges for Utility Service at a Service Location.

(c) Department: The Philadelphia Water Department also referred to as PWD~~Philadelphia Water~~ or the Water Department.

(d) Dwelling Unit: An individual housing unit in a Residential Property such as a single family home or a single apartment within a multi-unit apartment building.

(e) Frivolous Appeal: An appeal taken other than in good faith and solely for purposes of delay.

(f) Occupant: A person who is lawfully permitted to reside at a service address
~~has the Owner's authorization to reside at a Service Location.~~

(g) Owner: A person who has title to a Service Location, or his or her agent acting on his or her behalf.

(h) Rental Agreement: An agreement between two parties, either oral or written, by which the Owner of a Service Location agrees to lease all or part of the Service Location to a Tenant.

(i) Residential Property: Any building containing one or more Dwelling

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Units occupied for residential purposes, but not including dormitories, nursing homes, hotels, or motels.

(j) Service Location: A Dwelling Unit or Residential Property of a Customer or Authorized User that is eligible to receive Utility Service after acceptance of an application for such Utility Service or by operation of law.

(k) TAP Bill: A bill issued by the Water Revenue Bureau to a Customer enrolled in the Tiered Assistance Program (TAP) for service, usage and stormwater charges and any payments toward pre-TAP arrears.

(l) TAP Payment Agreement: A payment agreement provided to a Customer enrolled in TAP in accordance with these regulations and Section 19-1605 of the Philadelphia Code.

(m) Tenant: A person who leases all or part of a Service Location pursuant to a current Rental Agreement and who is not an USTRA Tenant.

(n) Tiered Assistance Program (TAP): The Income-Based Water Rate Assistance Program described in these regulations and Section 19-1605 of the Philadelphia Code, also referred to as IWRAP.

(o) USTRA: The Utility Service Tenants Rights Act, 68 P.S. §399.1 et seq.

(p) USTRA Tenant: A “tenant” as defined for water service by USTRA, 68 P.S. §399.2.¹

(q) Utility Service: Water, sewer and/or stormwater service provided to an Authorized User or property.

(r) WRB: The Water Revenue Bureau, within the City of Philadelphia Department of Revenue.

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100.6 Shut-Off Notice Schedule

(a) Notice Schedule for Residential Customers

(1) Except as otherwise provided in Section 100.4 of these regulations, ~~Customers subject to shut off for any~~ will receive ~~one~~^{two} prior written notices ~~prior to the date of the proposed shut off of service~~ of the scheduled shut off date.

(2) ~~Except as otherwise provided in Section 100.6(b) of these regulations for notices to landlords required by USTRA, a~~ notice scheduling ~~shutoff~~ shut off no earlier than ten (10) days after a Customer has been delinquent for two billing cycles will be issued no earlier than the date of the ~~second~~ ^{first}

¹ USTRA defines “tenant” as: Any person or group of persons whose dwelling unit in a residential building or mobile home park is provided gas, electricity, steam or water, pursuant to a rental arrangement for such dwelling unit, mobile home or plot of ground within a mobile home park, but who is not the ratepayer of the company which supplied such gas, electricity, steam or water. USTRA defines “residential building” as: A building containing one or more dwelling units occupied by one or more tenants, but excluding nursing homes, hotels and motels.

delinquent bill and at least thirty (30) days prior to the date of the proposed shutoff of service.

(3) A notice for failure to provide access to the meter pursuant to Section 100.4 of these regulations will be mailed or hand delivered in accordance with Section 100.5(c) of these regulations and at least thirty (30) days prior to the date of the proposed shutoff of service.

(4) A second notice will be issued at least thirty (30) days after mailing or hand delivery of the first notice. This will be the final notice scheduling shut-off.

(4) A notice of plumbing defect for a Customer who has been found to have a plumbing defect will be mailed or hand delivered to the Service Location at least ten (10) days prior to the date of the proposed shutoff of service.

(5) If the Customer does not permit a reading or access to the meter, have a registered plumber correct the defect within the days specified in the notice, pay the delinquent bill in full, enter into a payment agreement, request a hearing or produce a certificate of serious illness pursuant to Section 100.10 of these regulations, the water service to the Residential Property will be subject to shutoff shut off any time on or after the shut-off date set forth on the second notice.

(b) Notice Schedule for Notices Required by USTRA

Shut-off notices required to be given to landlords and USTRA Tenants pursuant to USTRA shall comply with the notice provisions of USTRA, 68 P.S. 399.1 et seq.

(c) Notice to Tenant Customers, Occupant Customers and Owners.

Where water service to a Tenant Customer or Occupant Customer is to be shut off for reasons of his or her non-payment of charges for Utility Service or his or her failure to permit access to the meter, the Tenant Customer or Occupant Customer shall be afforded the same notice and hearing rights as any other residential Customer under these regulations. In such a case, the WRB or the Department shall promptly send to the Owner by mail or hand delivery to his or her record address(es) a copy of the shut-off notice mailed or delivered to the Tenant Customer or Occupant Customer.

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100.12 Restoration of Service

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(a) Service shall be restored within one (1) day, if possible, when the following conditions are met:

(1) The Customer permits a meter reading or access to the meter for inspection, changes or repairs; and/or

(2) The Customer permits installation of a meter if the Dwelling Unit is not separately metered. The Dwelling Unit must be set up for individual metering by a registered plumber to the Department's satisfaction at the expense of the Customer. Installation charges for the meter will be charged to the Customer; and/or

(3) The Customer makes payment in full of the outstanding account balance

and appropriate restoration charges; and/or

(4) One or more USTRA Tenants pays the Utility Service charges incurred in the thirty (30) day period preceding the notice of shut off; and/or

(5) the Customer has a registered plumber perform the plumbing repairs and correct the defects indicated in a notice of plumbing defect.

(b) Customers above 250% of the federal poverty level and not enrolled in TAP may pay appropriate restoration charges and enter into a payment agreement as follows:

(1) Initial Payment: If no payment agreement has previously been entered into for the outstanding account balance, 50% of the total bill presently due, such payment to be made prior to restoration of water service. If a payment agreement has previously been entered into and service has been shut off because of a breach thereof, 100% of the outstanding delinquency must be paid.

(2) Subsequent Payments: The remainder of the outstanding delinquency shall be divided equally amongst the number of months of the agreement.

(3) Current Charges: All subsequent undisputed charges, including penalties on the unpaid delinquency, must be paid when due in addition to the installments under the payment agreement, or the agreement will be breached.

(c) Customers who are determined to be at or below 250% of the federal poverty level pursuant to Section 100.9 of these

regulations and who are not enrolled in TAP may pay appropriate restoration charges and enter a payment agreement as follows:

(1) Initial Payment: If no payment agreement has previously been entered into for the outstanding account balance, 25% of the total bill presently due, such payment to be made prior to restoration of water service. If a payment agreement has previously been entered into and service has been shut off because of a breach thereof, 50% of the outstanding delinquency must be paid.

(2) Subsequent Payments: The remainder of the outstanding delinquency shall be divided equally amongst the number of months of the agreement. The number of months of the payment agreement will be determined so that the Customer's estimated average monthly total bill for the current service, usage and stormwater charges and payment of arrears is reasonably anticipated to be approximately 4% of the Customer's Monthly Household Income as defined in section 206.1 of these regulations.

(3) Current Charges: All subsequent undisputed charges, including interest and penalties on the unpaid delinquency, must be paid when due in addition to the installments under the payment agreement, or the agreement will be breached.

(d) In the event service to a Customer enrolled in TAP is terminated for non-payment of TAP bills, such Customer shall be entitled to restoration of service (i) upon payment of such unpaid Post-TAP Arrears, (ii) upon such Customer's entry into a TAP Payment Agreement with the WRB regarding such Post-TAP

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Arrears pursuant to Section 100.9(d) of these regulations, or (iii) upon a finding of Special Hardship by the WRB.

(e) Restoration of service shall be available to applicants for TAP, subject to reasonable limitations established by WRB and the Department concerning the frequency and number of applications that may be requested in order to restore service.

(f) Where the Customer has given the WRB a "bad" check or a check returned for insufficient funds within the previous twelve (12) months, the WRB will require payment of the sums listed above in this Section by certified check, cashier's check or money order. Cash will not be accepted under any circumstances, except at the WRB's Municipal Services Building location.

(g) Upon good cause shown, the WRB or the Department may in its discretion allow restoration of service upon terms more favorable to the Customer than otherwise permitted herein.

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101.0 COMMERCIAL CUSTOMERS

101.1 Definitions

The following words and phrases when used in Sections 101.0 through 101.10 of these regulations have the meanings given to them in this Section unless specifically provided otherwise or unless the text clearly indicates otherwise:

(a) Business Use Property: Any property used for either profit or non-profit that can be classified in the following categories:

(1) Residential Rental Property: Any single family home or multi-unit building acquired with the intent of or actually renting all or part of the property to another for use as a residential dwelling. A property does not qualify as Residential Rental Property if it meets all of the following criteria:

(A) it is the principal residence of the Owner;

(B) it consists totally of residential units; and

(C) it consists of less than four (4) units.

(2) Commercial Property: Property acquired or leased for purposes of carrying on a trade, business, profession, vocation or any manufacturing, commercial, service, financial or utility business or activity including, but not limited to, hotels, office buildings, gas service stations, laundries, commercial establishments, stores, malls, car washes, parking lots or any other commercial use.

(3) Combined Use Property: Property used as both Residential Rental Property and Commercial Property.

(b) Commercial Tenant: An individual or entity that leases a Business Use Property pursuant to a current lease agreement.

(c) Commercial Property Owner: An individual or entity that owns a Business Use Property.

(d) Commercial Customer: An individual or entity with title to a Business Use Property, his or her

duly authorized agent or his or her Guaranteed Lessee who by operation of law or agreement is primarily responsible for the payment of charges for water/sewer/stormwater service at a Business Use Property.

(e) Delinquent Bill: All water/sewer/stormwater charges unpaid within the billing cycle in which they are due.

(e) Department: The Philadelphia Water Department also referred to as PWD or the Water Department.

(f) Guaranteed Lessee: A Commercial Tenant to whom a Commercial Property Owner has made an assignment of ownership rights by agreement thereby making the Commercial Tenant primarily responsible for the payment of water/sewer charges.

(g) Guarantor: A Commercial Property Owner who guarantees payment of water/sewer/stormwater charges by a Guaranteed Lessee.

(h) USTRA: The Utility Service Tenants Rights Act, 68 P.S. §399.1 et seq.

(i) USTRA Tenant: A “tenant” as defined for water service by USTRA, 68 P.S. §399.2.

(j) WRB: The Water Revenue Bureau, within the Philadelphia Revenue Department.

101.2 Application for Service

The WRB will accept Commercial Property Owners, their duly authorized agents or Guaranteed Lessees as

Commercial Customers and will direct the Department to provide water/sewer/stormwater service in their names to their Business Use Properties under the terms and conditions set forth in these regulations.

(a) Application to Become a Customer:

(1) A Commercial Property Owner shall become a Commercial Customer as of the date of title transfer established by the record deed subject to the eligibility requirements set forth below.

(2) A Commercial Tenant who wishes to become a Commercial Customer of the WRB may apply to become a Guaranteed Lessee. To apply for Commercial Customer status the Commercial Tenant (“applicant”) must submit:

(A) name(s) of principals, a current business address, a current business license, ~~social security number(s) of principal(s) and/or employer identification number(s)~~, and phone numbers;‡

(B) a completed application and affidavit in such form as the WRB shall from time to time deem appropriate wherein the applicant provides:

(i) Satisfactory evidence of the Commercial Property Owner's consent to possession of the Business Use Property by the Commercial Tenant. Such evidence will usually be in writing, including, for example, a current lease agreement for the Business Use Property for which the applicant desires service, or other written evidence of tenancy or written evidence of the owner's consent to occupancy; and

(ii) A written guarantee from the Commercial Property Owner assuring payment of any water/sewer/stormwater charges billed to the Commercial Tenant.

(3) Upon receipt of the evidence and documents required in Section (b) above, the WRB shall determine whether the Commercial Tenant is eligible to become a Commercial Customer.

(4) All WRB determinations shall be made in writing upon the application form and a copy given or mailed to the applicant. After acceptance by the WRB, the ~~G~~uaranteed ~~L~~essee ~~C~~ustomer shall be entitled to the same rights and subject to the same obligations as any other Commercial Customer of the WRB.

(b) Eligibility

A Commercial Property Owner or Commercial Tenant (either shall be known as "applicant") is qualified to become a Commercial Customer under these regulations, UNLESS:

(1) The applicant has not paid or arranged to pay for past due charges for water/sewer/stormwater service for which he is legally responsible at this or another service address, including charges for unauthorized usage.

(2) The ~~G~~uarantor has not paid outstanding water/sewer/stormwater charges at time of application.

(3) Water service to the ~~B~~usiness ~~U~~se ~~P~~roperty is legally off, there exist uncorrected PWD violation(s) at the property and/or service to the property would endanger health or safety.

In determining whether uncorrected PWD violations exist in a ~~B~~usiness ~~U~~se ~~P~~roperty, the WRB shall request that the PWD promptly review its files and/or the property and provide the WRB with a listing of any violations. The applicant shall be given a written list of any violations and advised that it is his or her responsibility to correct the violations and provide a certification that the corrections have been made from a registered plumber before service will be provided. In no case will water service be provided if the ~~B~~usiness ~~U~~se ~~P~~roperty is found at any time by the PWD to be in a condition not suitable to receive water, or in a condition which would create an emergency or dangerous condition to itself or another property.

(4) Service to a ~~B~~usiness ~~U~~se ~~P~~roperty necessitates revision of the Department's distribution facilities or acquisition of additional rights-of-way or the quantity of water required or expected pattern of usage negatively impacts existing ~~C~~ustomers or does not comply with the regulations governing water service and sewer service.

(c) Additional Conditions

(1) All commercial applicants shall provide any information as may be required by the WRB or PWD including, ~~but not limited to: social security number(s) of principal(s) and/or employer identification number(s), and phone numbers.~~

(2) If the ~~B~~usiness ~~U~~se ~~P~~roperty is already separately metered, a meter reading must be taken before the applicant will be accepted as a Commercial Customer. The reading may

be taken by the applicant, but the WRB reserves the right to require a reading by the WRB or the PWD before the applicant will be accepted. In such cases, the WRB will promptly order a meter reading and advise the applicant to facilitate reading of the meter.

(3) If the applicant's property is presently set up for individual metering but no meter is at the property, a meter will be installed before the applicant will be accepted as a Commercial Customer. In such cases, the WRB will promptly order from the PWD the installation of a meter and advise the applicant to facilitate entry of the necessary PWD personnel into the property for this purpose. Meter charges must be paid before water services will be provided.

(4) If the applicant's property is not individually metered, the Dwelling Unit must be set up for individual metering by a registered plumber to the PWD's satisfaction at the expense of the applicant and a water meter must be installed before an applicant will be accepted as a Commercial Customer. Installation charges must be paid before water service will be provided.

(d) Turn-on of Service

Notwithstanding any other provision of these regulations, where service has previously been shut off by the PWD or the WRB for any reason under these regulations, and the WRB has been notified that the Department of Licenses and Inspections has determined the premises to be in dangerous or imminently dangerous condition pursuant to the Building Code, Title 4 of the Philadelphia Code, service will be provided only upon the prior written

consent of the Department of Licenses and Inspections.

(e) Rejection of Application

If the applicant is rejected as a Commercial Customer, the WRB shall so indicate on the application and give its reasons therefore in writing in the appropriate space on the application. WRB will note any condition that must be met and itemize charges that must be paid in order to obtain service. A copy of the rejected application shall be promptly mailed to the applicant.

(f) Revocation of Acceptance of Guarantee

Should the WRB after issuance of a written acceptance of the application receive written notice, in a form acceptable to the WRB, that the payment guarantee by the Commercial Property Owner has been withdrawn, revoked or rescinded, the WRB may deny, revoke and rescind Commercial Customer status to the Commercial Tenant. The WRB will give its reasons for revocation or rescission in writing. The revocation and rescission will be effective ten (10) days after notice to the applicant unless the applicant requests a hearing to dispute withdrawal of the guarantee.

(g) Termination of Customer Relationship

(1) After acceptance by the WRB of an application, Commercial Customers will remain responsible for paying all future charges for water/sewer/stormwater service to business use properties until such time as there is:

- (A) a revocation of the payment guarantee by the Guarantor;
- (B) acceptance of a new Commercial Customer for the Business Use Property by the WRB and the taking of a final meter reading; or
- (C) issuance of a discontinuance permit and termination of service at the Commercial Property Owner's request provided there is no outstanding guarantee on the property. Commercial Property Owners remain responsible for paying the stormwater charge even after a discontinuance permit is issued.

(2) The Guarantor shall notify the Guaranteed Lessee of the termination of their status as Commercial Customers in writing by first class mail.

(3) Commercial Property Owners remain responsible for paying water/sewer charges until the issuance of a discontinuance permit or replacement by a new Commercial Customer. Commercial Property Owners remain responsible for paying the stormwater charge even after a discontinuance permit is issued.

101.3 Shutoff off-of Service

- (a) Nothing in this regulation shall modify the Department's right to shut off service without prior notice to prevent or alleviate an emergency which presents a danger to life or property.
- (b) The WRB may cause the PWD to terminate water service at a Business Use Property, after an appropriate shutoff notice has been given, on the following grounds:

(1) after a Commercial Customer is delinquent for two billing periods ~~delinquency for one thirty (30) day billing period~~; or

(2) when the Water Department ~~The PWD or the WRB is denied for two consecutive billing periods access to the Business Use Property to read, make changes to or repair the meter or the Commercial Customer has unreasonably refused to take or permit a meter reading or to provide access to the meter.~~

101.4 Notice of Shutoff Off

(a) Shutoff Notice to Commercial Customer

A shutoff notice will be mailed to a ~~338~~ Commercial Customer. The shutoff notice shall include at least the following information, in such form as the WRB ~~shall from time to time deem appropriate~~.

- (1) Account number,
- (2) Address of property,
- (3) Amount past due,
- (4) Date on or after which water service will be shut off,

(5) The available methods for avoiding shutoff, including To avoid h
off Customer must:

- (A) Paying the entire balance, including penalty, before the shutoff date; or
- (B) Negotiateing a payment agreement before the shutoff date; or

(C) Makeing an appointment for a meter reading or for access to the meter by the Water Department, such appointment to be scheduled within ten (10) days of the shut-off date.

(D) Requesting a hearing within ten (10) days if a dispute exists as to:

(i) Commercial Customer's responsibility for the bill,

(ii) amount due or other possible errors in the bill

(iii) whether the WRB has properly applied payment agreement terms,

(iv) whether the Commercial Customer has unreasonably refused to take or permit a meter reading or to provide access to the meter.

(6) A timely hearing request will prevent shutoff shut off until a final decision is made.

(7) A hearing request may be made by telephone, in person or in writing, and must be received within ten (10) business days prior to the date of shutoff off.

(8) A telephone number to call for further information or explanation.

(b) Shut-off Notices Required by USTRA

Shutoff notices required to be given to landlords and USTRA Tenants pursuant to USTRA shall comply with the notice provisions of USTRA, 68 P.S. § 399.1 et seq.

(c) **Shutoff** Shut off for Lack of Meter Access

If a Commercial Property is subject to shutoff due to lack of a meter reading or lack of access to the meter, the Department will send or deliver a notice to the Commercial Customer by mail or hand delivery stating that to avoid shutoff of service and possible additional charges the customer must contact the Department and provide access to the meter by the Department.
If shut off is due to lack of a meter reading or lack of access to the meter, the WRB will contact the Commercial Customer by telephone or send a reminder notice which states: "Your water service is subject to shut off unless [a meter reading] [access to your meter] is obtained within thirty (30) days. For further information, see the enclosed shut off notice."

101.5 Shut-Off Notice Schedule

(a) Commercial Customers subject to shutoff shut off for any of the reasons stated in these regulations will receive one written notice prior to the date of the proposed shutoff of service, ~~scheduled~~ shut off date.

(b) Except as otherwise provided in Section 101.5(c) of these regulations for notices to landlords required by USTRA, a shut-off A shut off notice scheduling shutoff shut off no earlier than ten (10) days after a Commercial Customer has been delinquent for two~~one~~ billing cycles will be issued no earlier than the date of the second~~first~~ delinquent bill and at least ten (10) days prior to the date of the proposed shutoff of service. This will be the final notice scheduling shut off.

(c) Shutoff notices required to be given to landlords and USTRA Tenants pursuant to USTRA shall comply with the notice provisions of USTRA, 68 P.S. 399.1 et seq.

(d) A shut-off notice scheduling shut-off eff for a Commercial Customer who has refused the City access to the meter pursuant to Section 101.3 of these rRegulations will be mailed to the Commercial Customer and at least ten (10) days prior to the date of the proposed shutoff of service.

(e) A notice of plumbing defect for a Commercial Customer who has been found to have a plumbing defect will be mailed or hand delivered to the service address at least ten (10) days prior to the date of the proposed shutoff of service.

(f) If the Commercial Customer does not permit a reading or access to the meter, have a registered plumber correct the defect within the days specified in the notice, pay the delinquent bill in full, enter into a payment agreement, or request a hearing, water service to the Bbusiness Uuse Pproperty will be subject to shut-off eff any time on or after the shut-off date set forth on the notice, unless the property is occupied by a residential tenant, in which case appropriate notice shall be provided as specified in Section 100.5 of these rRegulations.

101.6 Hearings

(a) Upon timely request, a Commercial Customer may request an informal hearing before a Revenue Department hearing officer the WRB to:

(1) Dispute the Commercial Customer's responsibility for the charges on the water/sewer/stormwater bill;

(2) Dispute the amount due or any possible errors in computing charges on the water and sewer bill;

(3) Dispute whether payment agreement terms have been properly applied;

(4) Dispute shutoff eff for failure to take or permit a meter reading or to provide access to the meter; and/or

(5) Dispute shutoff eff for nonpayment non payment or lack of access to the meter to change repair or read.

(b) Appeals to the Tax Review Board (TRB)

Pursuant to Section 19-1702 of the Philadelphia Code, the TRB has jurisdiction to hear appeals of decisions or determinations relating to the liability of any person for any unpaid money or claim collectible by the Department of Revenue for or on behalf of the City, including but not limited to any water or sewer rents.

(c) The Board of License and Inspection Review

The Board of License and Inspection Review hears appeals of notices of property violations and notices of plumbing defects issued by the Water Department.

(d) Procedures for Informal Hearings before Revenue Department Hearing Officers

The procedures for informal hearing before Revenue Department Hearing Officers regarding disputes by Commercial Customers shall be the same as the procedures set forth in Section 100.7(e) of these regulations.

(b) To be timely, requests for hearing must be made:

(1) within thirty (30) days of the due date of the disputed bill; or

(2) ten (10) days prior to the shut off date.

Thereafter, the right to request a hearing is waived, except to dispute charges accruing and determinations made after the date of the shut off notice.

(c) Hearing requests may be made in person to the WRB, or by telephone or mail. If shut off has not occurred, the WRB may upon good cause shown grant a hearing request made after the scheduled shut off date, or more than ten (10) days after the shut off notice.

(d) Where a hearing is requested and service to a property is on, the WRB shall give at least ten (10) days notice by regular mail to the Customer and his or her specified representative, if any, setting forth the time, date and place of hearing and the Customer's rights at the hearing as set forth in Sub-sections 101.6 (e) through (k) of these Regulations, provided that an earlier hearing may be scheduled by mutual agreement. Where a hearing is requested and service to a property is off, the WRB shall schedule a hearing to be held within ten (10) days, unless a later time is requested.

(e) The Commercial Customer or applicant, or his or her designated representative who need not be an attorney, may request in writing or may visit the WRB in person to review and receive copies of any available documents at any time during regular working hours prior to the date of the hearing, including any computer printout relevant to the billings for water/sewer/stormwater service to the business use property.

(f) Upon showing of good cause by the Commercial Customer or applicant, one continuance of the hearing shall be granted for a total period not to exceed ten (10) days. Additional continuances may be granted within the discretion of the WRB.

(g) The hearing shall be continued by an impartial hearing officer who shall be an employee of the City knowledgeable about water usage, billing practices and procedures, but who has not previously discussed or considered the dispute with the Commercial Customer or applicant, except in his or her capacity as a hearing officer.

(h) At the hearing, the hearing officer shall consider all relevant evidence and shall permit the presentation and questioning of relevant witnesses and documents as determined by the hearing officer. The Commercial Customer may bring a representative who need not be an attorney.

(i) The hearing officer may request a meter rereading or leak inspection at no charge to the Commercial Customer and/or a meter test, the cost of which will be charged to the Commercial Customer if the test shows that the meter is

~~accurate within 2%. The hearing officer shall review such evidence in reaching a final decision on the dispute.~~

~~(j) After the hearing, the hearing officer shall send to the Commercial Customer or applicant and to his specified representative, if any, by first class mail a written decision with a summary of the facts and reasoning, which is the basis of the decision. A copy of any meter rereading, inspection or meter test shall be attached to the hearing decision.~~

~~(k) Thereafter, any obligation of the Commercial Customer or applicant affirmed by the hearing officer must be satisfied within thirty (30) days of the date of the decision. Upon the expiration of the thirty (30) days, unpaid charges shall be delinquent.~~

101.7 Rights Pending Final Decision

(a) A notice of a Commercial Customer's rights of review, compromise, waiver and refund with the Tax Review Board ("TRB") and the Department of Revenue under Chapter 19-1700 of the Philadelphia Code and the stay procedures set forth below shall be included by the hearing officer in every hearing decision.

(b) If a Commercial Customer timely files a petition for review with the TRB raising matters within the jurisdiction of the TRB and the matters were raised before the hearing officer, the WRB will stay further ~~shutoff~~ ~~shut off~~ action pending a final decision of the TRB, provided that the Commercial Customer promptly notifies the hearing officer in writing of the petition and pays or arranges to pay any undisputed past charges, including penalties, and

thereafter complies with any outstanding payment agreements and pays or arranges to pay all current charges when due in the future.

If a stay is revoked because a Commercial Customer's failure to comply with these conditions, the WRB shall give at least ten (10) days written notice by mail of its intention to shut off service. In no case, will the filing of a petition for review require the WRB to restore service already shut off.

(c) After a final decision of the TRB, the WRB will mail a final bill to the Commercial Customer with a notice that the Commercial Customer will have thirty (30) days from the date of the bill to pay or enter into payment agreement with the WRB to pay the original or modified charges or the ~~B~~usiness ~~U~~se ~~P~~roperty will be subject to ~~shutoff~~ off without further notice, unless the property is occupied by a residential tenant, in which case appropriate notice shall be provided as specified in Section 100.5 of these ~~r~~egulations.

(d) If the Commercial Customer files a petition for compromise, waiver or refund, the Commercial Customer may apply in writing to the WRB which may in its discretion grant a stay of further ~~shutoff~~ ~~shut off~~ action pending final decision on the petition. If a stay is granted, the procedures in Sub-sections 101.7 (b) and (c) shall apply.

101.8 Payment Agreements

(a) Commercial Customers may negotiate a payment agreement with the WRB. Such agreements will have the following standard terms:

(1) To enter an agreement fifty percent (50%) of the outstanding balance must be paid at the signing of the agreement. The WRB may, with proof of personal and business financial condition as specified in Section 101.8 (a)(5) of these ~~r~~egulations, accept thirty-three percent (33%) of the outstanding balance with supervisory review and twenty-five percent (25%) of the outstanding balance with management review.

(2) The balance outstanding must be paid in six (6) equal installments beginning thirty (30) days after the initial down payment.

(3) All current bill(s) must be paid when rendered.

(4) A three (3) month extension on the payout of the balance (nine (9) month payout) may be granted with supervisory review and approval. Any payout exceeding nine (9) months will require management review and approval.

(5) If a Commercial Customer requests a payout to exceed nine (9) months, proof of personal and business financial condition must be presented. Proof of financial condition shall include:

(A) a statement by the Commercial Customer.

(B) one (1) full year of financial statements, i.e., tax returns, income statements: cashflow analysis (actual and projected), profit and loss statements.

(6) Payout may not exceed twelve (12) months. A payment agreement will

be granted only once in a twelve (12) month period.

(7) Commercial accounts are not eligible for consideration for medical emergencies or utility grants.

(b) "Breach" of a payment agreement means failure to make timely payment of the initial payment or subsequent payments, failure to pay current charges when due including penalties and tender of a "bad" check or a check returned for insufficient funds to the WRB.

(c) If a Commercial Customer requests a hearing pursuant to Section 101.6 of these ~~r~~egulations, within the time period provided in the shut-off notice after a payment agreement has been breached, the only issue which will be considered at the hearing will be the Commercial Customer's compliance with the terms of the payment agreement.

(d) Subsequent to the mailing or delivery of a shut-off notice as a result of a breach of the payment agreement, and prior to actual shutoff shut-off, a Commercial Customer shall have a one-time right to cure the breach and resume payments in accordance with the terms of the payment agreement.

101.9 Procedure at Shutoff Off

Provided that no action to avoid or delay a shutoff off has been taken as provided herein, a Department representative shut-off crew will visit the property on or after the scheduled date to shut off service.

101.10 Restoration of Service

(a) Service shall be restored within 24 hours, if possible, when the following conditions are met:

(1) the Commercial Customer makes payment in full of the outstanding account balance and appropriate restoration charges; and/or

(2) the Commercial Customer enters into a payment agreement; and/or

(3) the Commercial Customer permits a meter reading or access to the meter for inspection, changes or repairs; and/or

(4) the Commercial Customer permits installation of a meter if property is not separately metered. The property must be set up for individual metering by a registered plumber to the Department's satisfaction at the expense of the Commercial Customer or the Commercial Property Owner. Installation charges for the meter will be charged to the Commercial Customer; and/or

(5) One or more USTRA Tenants pays the Utility Service charges incurred in the thirty (30) day period preceding the shut-off notice; and/or

(6) the Commercial Customer has a registered plumber perform the plumbing repairs and correct the defects indicated in a notice of plumbing defect.

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CHAPTER 1

CUSTOMER RIGHTS AND OBLIGATIONS

100.0 RESIDENTIAL CUSTOMERS

100.1 Definitions

The following words and phrases when used in Sections 100.0 through 100.14 of these regulations have the meanings given to them in this Section unless specifically provided otherwise or unless the text clearly indicates otherwise:

(a) Authorized User: Any of the following types of Customers or users of the City's Utility Service:

1. Owner-Customer: An Owner in whose name the Utility Service account is established or who by operation of law is responsible for payment of charges for Utility Service.
2. Tenant-Customer: A Tenant with legal proof of tenancy, in whose name the Utility Service account is established.
3. USTRA Tenant: As defined hereinafter in this Section.
4. Occupant: An Occupant as defined in Section 100.1(f).
5. Household Member with Medical Emergency: Any person who resides at the Service Location and who seeks to delay shutoff of service pursuant to Section 100.10 of these regulations.

(b) Customer: An Owner, Tenant or Occupant, other than an USTRA Tenant, who by operation of law or agreement is responsible for payment of the charges for Utility Service at a Service Location.

(c) Department: The Philadelphia Water Department also referred to as PWD or the Water Department.

(d) Dwelling Unit: An individual housing unit in a Residential Property such as a single family home or a single apartment within a multi-unit apartment building.

(e) Frivolous Appeal: An appeal taken other than in good faith and solely for purposes of delay.

(f) Occupant: A person who is lawfully permitted to reside at a service address.

(g) Owner: A person who has title to a Service Location, or his or her agent acting on his or her behalf.

(h) Rental Agreement: An agreement between two parties, either oral or written, by which the Owner of a Service Location agrees to lease all or part of the Service Location to a Tenant.

(i) Residential Property: Any building containing one or more Dwelling Units occupied for residential purposes, but not including dormitories, nursing homes, hotels, or motels.

(j) Service Location: A Dwelling Unit or Residential Property of a Customer or Authorized User that is eligible to receive Utility Service after acceptance of an application for such Utility Service or by operation of law.

(k) TAP Bill: A bill issued by the Water Revenue Bureau to a Customer enrolled in the Tiered Assistance Program (TAP) for service, usage and stormwater

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charges and any payments toward pre-TAP arrears.

(l) TAP Payment Agreement: A payment agreement provided to a Customer enrolled in TAP in accordance with these regulations and Section 19-1605 of the Philadelphia Code.

(m) Tenant: A person who leases all or part of a Service Location pursuant to a current Rental Agreement and who is not an USTRA Tenant.

(n) Tiered Assistance Program (TAP): The Income-Based Water Rate Assistance Program described in these regulations and Section 19-1605 of the Philadelphia Code, also referred to as IWRAP.

(o) USTRA: The Utility Service Tenants Rights Act, 68 P.S. §399.1 et seq.

(p) USTRA Tenant: A “tenant” as defined for water service by USTRA, 68 P.S. §399.2.¹

(q) Utility Service: Water, sewer and/or stormwater service provided to an Authorized User or property.

(r) WRB: The Water Revenue

¹ USTRA defines “tenant” as: Any person or group of persons whose dwelling unit in a residential building or mobile home park is provided gas, electricity, steam or water, pursuant to a rental arrangement for such dwelling unit, mobile home or plot of ground within a mobile home park, but who is not the ratepayer of the company which supplied such gas, electricity, steam or water. USTRA defines “residential building” as: A building containing one or more dwelling units occupied by one or more tenants, but excluding nursing homes, hotels and motels.

Bureau, within the City of Philadelphia Department of Revenue.

* * *

100.6 Shut-Off Notice Schedule

(a) Notice Schedule for Residential Customers

(1) Except as otherwise provided in Section 100.4 of these regulations, Customers subject to shutoff for any of the reasons stated in these regulations will receive one written notice prior to the date of the proposed shutoff of service.

(2) Except as otherwise provided in Section 100.6(b) of these regulations for notices to landlords required by USTRA, a notice scheduling shutoff after a Customer has been delinquent for two billing cycles will be issued no earlier than the date of the second delinquent bill and at least thirty (30) days prior to the date of the proposed shutoff of service.

(3) A notice for failure to provide access to the meter pursuant to Section 100.4 of these regulations will be mailed or hand delivered in accordance with Section 100.5(c) of these regulations and at least thirty (30) days prior to the date of the proposed shutoff of service.

(4) A notice of plumbing defect for a Customer who has been found to have a plumbing defect will be mailed or hand delivered to the Service Location at least ten (10) days prior to the date of the proposed shutoff of service.

(5) If the Customer does not permit a reading or access to the meter,

have a registered plumber correct the defect within the days specified in the notice, pay the delinquent bill in full, enter into a payment agreement, request a hearing or produce a certificate of serious illness pursuant to Section 100.10 of these regulations, the water service to the Residential Property will be subject to shutoff any time on or after the shut-off date set forth on the notice.

(b) Notice Schedule for Notices Required by USTRA

Shut-off notices required to be given to landlords and USTRA Tenants pursuant to USTRA shall comply with the notice provisions of USTRA, 68 P.S. 399.1 et seq.

(c) Notice to Tenant Customers, Occupant Customers and Owners.

Where water service to a Tenant Customer or Occupant Customer is to be shut off for reasons of his or her non-payment of charges for Utility Service or his or her failure to permit access to the meter, the Tenant Customer or Occupant Customer shall be afforded the same notice and hearing rights as any other residential Customer under these regulations. In such a case, the WRB or the Department shall promptly send to the Owner by mail or hand delivery to his or her record address(es) a copy of the shut-off notice mailed or delivered to the Tenant Customer or Occupant Customer.

* * *

100.12 Restoration of Service

(a) Service shall be restored within one (1) day, if possible, when the following conditions are met:

(1) The Customer permits a meter reading or access to the meter for inspection, changes or repairs; and/or

(2) The Customer permits installation of a meter if the Dwelling Unit is not separately metered. The Dwelling Unit must be set up for individual metering by a registered plumber to the Department's satisfaction at the expense of the Customer. Installation charges for the meter will be charged to the Customer; and/or

(3) The Customer makes payment in full of the outstanding account balance and appropriate restoration charges; and/or

(4) One or more USTRA Tenants pays the Utility Service charges incurred in the thirty (30) day period preceding the notice of shutoff; and/or

(5) the Customer has a registered plumber perform the plumbing repairs and correct the defects indicated in a notice of plumbing defect.

(b) Customers above 250% of the federal poverty level and not enrolled in TAP may pay appropriate restoration charges and enter into a payment agreement as follows:

(1) Initial Payment: If no payment agreement has previously been entered into for the outstanding account balance, 50% of the total bill presently due, such payment to be made prior to restoration of water service. If a payment agreement has previously been entered into and

service has been shut off because of a breach thereof, 100% of the outstanding delinquency must be paid.

(2) Subsequent Payments: The remainder of the outstanding delinquency shall be divided equally amongst the number of months of the agreement.

(3) Current Charges: All subsequent undisputed charges, including penalties on the unpaid delinquency, must be paid when due in addition to the installments under the payment agreement, or the agreement will be breached.

(c) Customers who are determined to be at or below 250% of the federal poverty level pursuant to Section 100.9 of these regulations and who are not enrolled in TAP may pay appropriate restoration charges and enter a payment agreement as follows:

(1) Initial Payment: If no payment agreement has previously been entered into for the outstanding account balance, 25% of the total bill presently due, such payment to be made prior to restoration of water service. If a payment agreement has previously been entered into and service has been shut off because of a breach thereof, 50% of the outstanding delinquency must be paid.

(2) Subsequent Payments: The remainder of the outstanding delinquency shall be divided equally amongst the number of months of the agreement. The number of months of the payment agreement will be determined so that the Customer's estimated average monthly total bill for the current service, usage and stormwater charges and payment of arrears is reasonably anticipated to be

approximately 4% of the Customer's Monthly Household Income as defined in section 206.1 of these regulations.

(3) Current Charges: All subsequent undisputed charges, including interest and penalties on the unpaid delinquency, must be paid when due in addition to the installments under the payment agreement, or the agreement will be breached.

(d) In the event service to a Customer enrolled in TAP is terminated for non-payment of TAP bills, such Customer shall be entitled to restoration of service (i) upon payment of such unpaid Post-TAP Arrears, (ii) upon such Customer's entry into a TAP Payment Agreement with the WRB regarding such Post-TAP Arrears pursuant to Section 100.9(d) of these regulations, or (iii) upon a finding of Special Hardship by the WRB.

(e) Restoration of service shall be available to applicants for TAP, subject to reasonable limitations established by WRB and the Department concerning the frequency and number of applications that may be requested in order to restore service.

(f) Where the Customer has given the WRB a "bad" check or a check returned for insufficient funds within the previous twelve (12) months, the WRB will require payment of the sums listed above in this Section by certified check, cashier's check or money order. Cash will not be accepted under any circumstances, except at the WRB's Municipal Services Building location.

(g) Upon good cause shown, the WRB or the Department may in its discretion allow restoration of service upon terms

more favorable to the Customer than otherwise permitted herein.

* * *

101.0 COMMERCIAL CUSTOMERS

101.1 Definitions

The following words and phrases when used in Sections 101.0 through 101.10 of these regulations have the meanings given to them in this Section unless specifically provided otherwise or unless the text clearly indicates otherwise:

(a) **Business Use Property:** Any property used for either profit or non-profit that can be classified in the following categories:

(1) **Residential Rental Property:** Any single family home or multi-unit building acquired with the intent of or actually renting all or part of the property to another for use as a residential dwelling. A property does not qualify as Residential Rental Property if it meets all of the following criteria:

(A) it is the principal residence of the Owner;

(B) it consists totally of residential units; and

(C) it consists of less than four (4) units.

(2) **Commercial Property:** Property acquired or leased for purposes of carrying on a trade, business, profession, vocation or any manufacturing, commercial, service, financial or utility business or activity including, but not limited to, hotels, office buildings, gas

service stations, laundries, commercial establishments, stores, malls, car washes, parking lots or any other commercial use.

(3) **Combined Use Property:** Property used as both Residential Rental Property and Commercial Property.

(b) **Commercial Tenant:** An individual or entity that leases a Business Use Property pursuant to a current lease agreement.

(c) **Commercial Property Owner:** An individual or entity that owns a Business Use Property.

(d) **Commercial Customer:** An individual or entity with title to a Business Use Property, his or her duly authorized agent or his or her Guaranteed Lessee who by operation of law or agreement is primarily responsible for the payment of charges for water/sewer/stormwater service at a Business Use Property.

(e) **Department:** The Philadelphia Water Department also referred to as PWD or the Water Department.

(f) **Guaranteed Lessee:** A Commercial Tenant to whom a Commercial Property Owner has made an assignment of ownership rights by agreement thereby making the Commercial Tenant primarily responsible for the payment of water/sewer charges.

(g) **Guarantor:** A Commercial Property Owner who guarantees payment of water/sewer/stormwater charges by a Guaranteed Lessee.

(h) **USTRA:** The Utility Service Tenants Rights Act, 68 P.S. §399.1 et seq.

(i) USTRA Tenant: A "tenant" as defined for water service by USTRA, 68 P.S. §399.2.

(j) WRB: The Water Revenue Bureau, within the Philadelphia Revenue Department.

101.2 Application for Service

The WRB will accept Commercial Property Owners, their duly authorized agents or Guaranteed Lessees as Commercial Customers and will direct the Department to provide water/sewer/stormwater service in their names to their Business Use Properties under the terms and conditions set forth in these regulations.

(a) Application to Become a Customer:

(1) A Commercial Property Owner shall become a Commercial Customer as of the date of title transfer established by the record deed subject to the eligibility requirements set forth below.

(2) A Commercial Tenant who wishes to become a Commercial Customer of the WRB may apply to become a Guaranteed Lessee. To apply for Commercial Customer status the Commercial Tenant ("applicant") must submit:

(A) name(s) of principals, a current business address, a current business license, and phone numbers;

(B) a completed application and affidavit in such form as the WRB shall from time to time deem appropriate wherein the applicant provides:

(i) Satisfactory evidence of the Commercial Property Owner's consent to possession of the Business Use Property by the Commercial Tenant. Such evidence will usually be in writing, including, for example, a current lease agreement for the Business Use Property for which the applicant desires service, or other written evidence of tenancy or written evidence of the owner's consent to occupancy; and

(ii) A written guarantee from the Commercial Property Owner assuring payment of any water/sewer/stormwater charges billed to the Commercial Tenant.

(3) Upon receipt of the evidence and documents required in Section (b) above, the WRB shall determine whether the Commercial Tenant is eligible to become a Commercial Customer.

(4) All WRB determinations shall be made in writing upon the application form and a copy given or mailed to the applicant. After acceptance by the WRB, the Guaranteed Lessee customer shall be entitled to the same rights and subject to the same obligations as any other Commercial Customer of the WRB.

(b) Eligibility

A Commercial Property Owner or Commercial Tenant (either shall be known as "applicant") is qualified to become a Commercial Customer under these regulations, UNLESS:

(1) The applicant has not paid or arranged to pay for past due charges for water/sewer/stormwater service for which he is legally responsible at this or

another service address, including charges for unauthorized usage.

(2) The Guarantor has not paid outstanding water/sewer/stormwater charges at time of application.

(3) Water service to the Business Use Property is legally off, there exist uncorrected PWD violation(s) at the property and/or service to the property would endanger health or safety.

In determining whether uncorrected PWD violations exist in a Business Use Property, the WRB shall request that the PWD promptly review its files and/or the property and provide the WRB with a listing of any violations. The applicant shall be given a written list of any violations and advised that it is his or her responsibility to correct the violations and provide a certification that the corrections have been made from a registered plumber before service will be provided. In no case will water service be provided if the Business Use Property is found at any time by the PWD to be in a condition not suitable to receive water, or in a condition which would create an emergency or dangerous condition to itself or another property.

(4) Service to a Business Use Property necessitates revision of the Department's distribution facilities or acquisition of additional rights-of-way or the quantity of water required or expected pattern of usage negatively impacts existing customers or does not comply with the regulations governing water service and sewer service.

(c) Additional Conditions

(1) All commercial applicants shall provide any information as may be required by the WRB or PWD.

(2) If the Business Use Property is already separately metered, a meter reading must be taken before the applicant will be accepted as a Commercial Customer. The reading may be taken by the applicant, but the WRB reserves the right to require a reading by the WRB or the PWD before the applicant will be accepted. In such cases, the WRB will promptly order a meter reading and advise the applicant to facilitate reading of the meter.

(3) If the applicant's property is presently set up for individual metering but no meter is at the property, a meter will be installed before the applicant will be accepted as a Commercial Customer. In such cases, the WRB will promptly order from the PWD the installation of a meter and advise the applicant to facilitate entry of the necessary PWD personnel into the property for this purpose. Meter charges must be paid before water services will be provided.

(4) If the applicant's property is not individually metered, the Dwelling Unit must be set up for individual metering by a registered plumber to the PWD's satisfaction at the expense of the applicant and a water meter must be installed before an applicant will be accepted as a Commercial Customer. Installation charges must be paid before water service will be provided.

(d) Turn-on of Service

Notwithstanding any other provision of these regulations, where service has previously been shut off by the PWD or

the WRB for any reason under these regulations, and the WRB has been notified that the Department of Licenses and Inspections has determined the premises to be in dangerous or imminently dangerous condition pursuant to the Building Code, Title 4 of the Philadelphia Code, service will be provided only upon the prior written consent of the Department of Licenses and Inspections.

(e) Rejection of Application

If the applicant is rejected as a Commercial Customer, the WRB shall so indicate on the application and give its reasons therefore in writing in the appropriate space on the application. WRB will note any condition that must be met and itemize charges that must be paid in order to obtain service. A copy of the rejected application shall be promptly mailed to the applicant.

(f) Revocation of Acceptance of Guarantee

Should the WRB after issuance of a written acceptance of the application receive written notice, in a form acceptable to the WRB, that the payment guarantee by the Commercial Property Owner has been withdrawn, revoked or rescinded, the WRB may deny, revoke and rescind Commercial Customer status to the Commercial Tenant. The WRB will give its reasons for revocation or rescission in writing. The revocation and rescission will be effective ten (10) days after notice to the applicant unless the applicant requests a hearing to dispute withdrawal of the guarantee.

(g) Termination of Customer Relationship

(1) After acceptance by the WRB of an application, Commercial Customers will remain responsible for paying all future charges for water/sewer/stormwater service to business use properties until such time as there is:

(A) a revocation of the payment guarantee by the Guarantor;

(B) acceptance of a new Commercial Customer for the Business Use Property by the WRB and the taking of a final meter reading; or

(C) issuance of a discontinuance permit and termination of service at the Commercial Property Owner's request provided there is no outstanding guarantee on the property. Commercial Property Owners remain responsible for paying the stormwater charge even after a discontinuance permit is issued.

(2) The Guarantor shall notify the Guaranteed Lessee of the termination of their status as Commercial Customers in writing by first class mail.

(3) Commercial Property Owners remain responsible for paying water/sewer charges until the issuance of a discontinuance permit or replacement by a new Commercial Customer. Commercial Property Owners remain responsible for paying the stormwater charge even after a discontinuance permit is issued.

101.3 Shutoff of Service

(a) Nothing in this regulation shall modify the Department's right to shut off

service without prior notice to prevent or alleviate an emergency which presents a danger to life or property.

(b) The WRB may cause the PWD to terminate water service at a Business Use Property, after an appropriate shut-off notice has been given, on the following grounds:

(1) after a Commercial Customer is delinquent for two billing periods; or

(2) when the Water Department or the WRB is denied for two consecutive billing periods access to the Business Use Property to read, make changes to or repair the meter or the Commercial Customer has unreasonably refused to take or permit a meter reading or to provide access to the meter.

101.4 Notice of Shutoff

(a) Shut-off Notice to Commercial Customer

A shut-off notice will be mailed to a Commercial Customer. The shut-off notice shall include at least the following information, in such form as the WRB shall from time to time deem appropriate.

- (1) Account number,
- (2) Address of property,
- (3) Amount past due,
- (4) Date on or after which water service will be shut off,
- (5) The available methods for avoiding shutoff, including:

(A) Paying the entire balance, including penalty, before the shut-off date; or

(B) Negotiating a payment agreement before the shut-off date; or

(C) Making an appointment for a meter reading or for access to the meter by the Water Department, such appointment to be scheduled within ten (10) days of the shut-off date.

(D) Requesting a hearing within ten (10) days if a dispute exists as to:

(i) Commercial Customer's responsibility for the bill,

(ii) amount due or other possible errors in the bill

(iii) whether the WRB has properly applied payment agreement terms,

(iv) whether the Commercial Customer has unreasonably refused to take or permit a meter reading or to provide access to the meter.

(6) A timely hearing request will prevent shutoff until a final decision is made.

(7) A hearing request may be made by telephone, in person or in writing, and must be received within ten (10) business days prior to the date of shutoff.

(8) A telephone number to call for further information or explanation.

(b) Shut-off Notices Required by USTRA

Shutoff notices required to be given to landlords and USTRA Tenants pursuant to USTRA shall comply with the notice provisions of USTRA, 68 P.S. § 399.1 et seq.

(c) Shutoff for Lack of Meter Access

If a Commercial Property is subject to shutoff due to lack of a meter reading or lack of access to the meter, the Department will send or deliver a notice to the Commercial Customer by mail or hand delivery stating that to avoid shutoff of service and possible additional charges the customer must contact the Department and provide access to the meter by the Department.

101.5 Shut-Off Notice Schedule

(a) Commercial Customers subject to shutoff for any of the reasons stated in these regulations will receive one written notice prior to the date of the proposed shutoff of service.

(b) Except as otherwise provided in Section 101.5(c) of these regulations for notices to landlords required by USTRA, a shut-off notice scheduling shutoff after a Commercial Customer has been delinquent for two billing cycles will be issued no earlier than the date of the second delinquent bill and at least ten (10) days prior to the date of the proposed shutoff of service.

(c) Shutoff notices required to be given to landlords and USTRA Tenants pursuant to USTRA shall comply with the notice provisions of USTRA, 68 P.S. 399.1 et seq.

(d) A shut-off notice scheduling shutoff for a Commercial Customer who has refused the City access to the meter pursuant to Section 101.3 of these regulations will be mailed to the Commercial Customer and at least ten (10) days prior to the date of the proposed shutoff of service.

(e) A notice of plumbing defect for a Commercial Customer who has been found to have a plumbing defect will be mailed or hand delivered to the service address at least ten (10) days prior to the date of the proposed shutoff of service.

(f) If the Commercial Customer does not permit a reading or access to the meter, have a registered plumber correct the defect within the days specified in the notice, pay the delinquent bill in full, enter into a payment agreement, or request a hearing, water service to the Business Use Property will be subject to shutoff any time on or after the shut-off date set forth on the notice, unless the property is occupied by a residential tenant, in which case appropriate notice shall be provided as specified in Section 100.5 of these regulations.

101.6 Hearings

(a) Upon timely request, a Commercial Customer may request an informal hearing before a Revenue Department hearing officer to:

(1) Dispute the Commercial Customer's responsibility for the charges on the water/sewer/stormwater bill;

(2) Dispute the amount due or any possible errors in computing charges on the water and sewer bill;

- (3) Dispute whether payment agreement terms have been properly applied;
- (4) Dispute shutoff for failure to take or permit a meter reading or to provide access to the meter; and/or
- (5) Dispute shutoff for nonpayment or lack of access to the meter to change repair or read.

(b) Appeals to the Tax Review Board (TRB)

Pursuant to Section 19-1702 of the Philadelphia Code, the TRB has jurisdiction to hear appeals of decisions or determinations relating to the liability of any person for any unpaid money or claim collectible by the Department of Revenue for or on behalf of the City, including but not limited to any water or sewer rents.

(c) The Board of License and Inspection Review

The Board of License and Inspection Review hears appeals of notices of property violations and notices of plumbing defects issued by the Water Department.

(d) Procedures for Informal Hearings before Revenue Department Hearing Officers

The procedures for informal hearing before Revenue Department Hearing Officers regarding disputes by Commercial Customers shall be the same as the procedures set forth in Section 100.7(e) of these regulations.

101.7 Rights Pending Final Decision

- (a) A notice of a Commercial Customer's rights of review, compromise, waiver and refund with the Tax Review Board ("TRB") and the Department of Revenue under Chapter 19-1700 of the Philadelphia Code and the stay procedures set forth below shall be included by the hearing officer in every hearing decision.
- (b) If a Commercial Customer timely files a petition for review with the TRB raising matters within the jurisdiction of the TRB and the matters were raised before the hearing officer, the WRB will stay further shutoff action pending a final decision of the TRB, provided that the Commercial Customer promptly notifies the hearing officer in writing of the petition and pays or arranges to pay any undisputed past charges, including penalties, and thereafter complies with any outstanding payment agreements and pays or arranges to pay all current charges when due in the future.

If a stay is revoked because a Commercial Customer's failure to comply with these conditions, the WRB shall give at least ten (10) days written notice by mail of its intention to shut off service. In no case, will the filing of a petition for review require the WRB to restore service already shut off.

- (c) After a final decision of the TRB, the WRB will mail a final bill to the Commercial Customer with a notice that the Commercial Customer will have thirty (30) days from the date of the bill to pay or enter into payment agreement with the WRB to pay the original or modified charges or the Business Use Property will be subject to shutoff

without further notice, unless the property is occupied by a residential tenant, in which case appropriate notice shall be provided as specified in Section 100.5 of these regulations.

(d) If the Commercial Customer files a petition for compromise, waiver or refund, the Commercial Customer may apply in writing to the WRB which may in its discretion grant a stay of further shutoff action pending final decision on the petition. If a stay is granted, the procedures in Sub-sections 101.7 (b) and (c) shall apply.

101.8 Payment Agreements

(a) Commercial Customers may negotiate a payment agreement with the WRB. Such agreements will have the following standard terms:

(1) To enter an agreement fifty percent (50%) of the outstanding balance must be paid at the signing of the agreement. The WRB may, with proof of personal and business financial condition as specified in Section 101.8 (a)(5) of these regulations, accept thirty-three percent (33%) of the outstanding balance with supervisory review and twenty-five percent (25%) of the outstanding balance with management review.

(2) The balance outstanding must be paid in six (6) equal installments beginning thirty (30) days after the initial down payment.

(3) All current bill(s) must be paid when rendered.

(4) A three (3) month extension on the payout of the balance (nine (9) month

payout) may be granted with supervisory review and approval. Any payout exceeding nine (9) months will require management review and approval.

(5) If a Commercial Customer requests a payout to exceed nine (9) months, proof of personal and business financial condition must be presented. Proof of financial condition shall include:

(A) a statement by the Commercial Customer.

(B) one (1) full year of financial statements, i.e., tax returns, income statements: cashflow analysis (actual and projected), profit and loss statements.

(6) Payout may not exceed twelve (12) months. A payment agreement will be granted only once in a twelve (12) month period.

(7) Commercial accounts are not eligible for consideration for medical emergencies or utility grants.

(b) "Breach" of a payment agreement means failure to make timely payment of the initial payment or subsequent payments, failure to pay current charges when due including penalties and tender of a "bad" check or a check returned for insufficient funds to the WRB.

(c) If a Commercial Customer requests a hearing pursuant to Section 101.6 of these regulations, within the time period provided in the shut-off notice after a payment agreement has been breached, the only issue which will be considered at the hearing will be the Commercial

Customer's compliance with the terms of the payment agreement.

(d) Subsequent to the mailing or delivery of a shut-off notice as a result of a breach of the payment agreement, and prior to actual shutoff, a Commercial Customer shall have a one-time right to cure the breach and resume payments in accordance with the terms of the payment agreement.

101.9 Procedure at Shutoff Off

Provided that no action to avoid or delay a shutoff has been taken as provided herein, a Department representative will visit the property on or after the scheduled date to shut off service.

101.10 Restoration of Service

(a) Service shall be restored within 24 hours, if possible, when the following conditions are met:

(1) the Commercial Customer makes payment in full of the outstanding account balance and appropriate restoration charges; and/or

(2) the Commercial Customer enters into a payment agreement; and/or

(3) the Commercial Customer permits a meter reading or access to the meter for inspection, changes or repairs; and/or

(4) the Commercial Customer permits installation of a meter if property is not separately metered. The property must be set up for individual metering by a registered plumber to the Department's satisfaction at the expense of the Commercial Customer or the

Commercial Property Owner. Installation charges for the meter will be charged to the Commercial Customer; and/or

(5) One or more USTRA Tenants pays the Utility Service charges incurred in the thirty (30) day period preceding the shut-off notice; and/or

(6) the Commercial Customer has a registered plumber perform the plumbing repairs and correct the defects indicated in a notice of plumbing defect.

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