

CHAPTER 1

CUSTOMER RIGHTS AND OBLIGATIONS

100.0 RESIDENTIAL CUSTOMERS

(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

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

(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 Department.

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100.9 Payment Agreements

(a) Standard Payment Agreements

Customers with unpaid balances on their accounts -household incomes above 250% of the federal poverty level who demonstrate a financial need based on disposable household income may come to contact the WRB in person to apply for negotiate a payment agreement. Such Payment agreements for Customers whose service is shut off will have the terms set forth in Section 100.12 of these regulations. Except as otherwise provided in Subsections (b) and (c) of this Section for Customers with household income at or below 250% of the federal poverty level, subsection (d) of this Section for Customers enrolled in TAP, or in Section 100.11 of these regulations for initial payments to the Department representative at the time of the shut off visit, payment agreements for Customers whose service is on will have the following standard terms:

(1) Initial Payment: 25% of the outstanding delinquency, including

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.

~~restoration charges, if any, or 15% of the combined gross monthly income of the Customer's household, whichever is less.~~

(2) Subsequent Payment: The remainder of the outstanding delinquency shall be paid in equal monthly installments on an agreed upon day of each month until the balance of the delinquency is paid in full. ~~In no event will the second installment be due less than twenty eight (28) calendar days from the date of the initial installment. Payout Standard payment agreement terms normally will not exceed eighteen (18) months.~~

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

(4) Penalty charges will not accrue on the outstanding balance for each month that the payment agreement is fully complied with.

~~(4) The WRB will require documentation of household income and expenses to demonstrate financial need before entering into a payment agreement.~~

~~(5) The WRB shall complete for each Customer a payment agreement form and provide a copy to the Customer.~~

~~(6)(5) Customers with household incomes above 250% of the federal poverty level who cannot meet the foregoing standard payment agreement payment agreement terms due to Special~~

Hardship because of extraordinary expenses (e.g., a senior citizen with high medical expenses), may apply to the WRB Conference Committee

(Committee) for TAP extended payment agreements pursuant to Section 206.2 of these regulations. the terms set forth at Section 100.9(m) 100.9(p) of these Regulations For purposes of this section and Section 100.12 of these regulations, the term "Special Hardship" shall have the meaning set forth in Section 206.1 of these regulations implementing TAP.

(b) Water Revenue Assistance Program (WRAP) Payment Agreements²

~~Customers with household incomes at or below 250% of the federal poverty level may contact come to the WRB in person to make a WRAP payment agreement. The initial and subsequent payments on the delinquency shall be determined as follows:~~

~~(1) Before entering into a WRAP payment agreement, the The WRB will require documentation of household income and expenses before entering into a payment agreement.~~

~~(2) The value of any food stamps received by a household will not be considered by the WRB in determining monthly income.~~

~~(3) The WRB shall complete for each Customer a payment agreement form and provide a copy to the Customer.~~

~~(4)(2) Initial Payment: 10% of the outstanding delinquency or 15% of gross monthly income whichever is less. The~~

² WRB will accept requests for new WRAP applications until June 30, 2017.

outstanding delinquency shall include the restoration fee and meter installation charges, if applicable.

(5)(3) Subsequent Charges: 5% on arrearage balance plus current charges. All subsequent undisputed charges, including penalties on the outstanding delinquency, must be paid when due in addition to the payments on the delinquency or the agreement will be breached, ~~except that Customers at or below 250% of the federal poverty level will only be held responsible for payment of delinquent service charges for the first year following each period of time in which service was terminated.~~

(6)(4) Penalty charges will not continue to accrue on the outstanding delinquent balance for each month that the payment agreement is fully complied with throughout the term of the payment agreement. If the agreement is otherwise successfully completed, penalty charges on the original delinquency shall be waived.

(7) The Customer must agree to apply for all available energy assistance funds as a condition of the payment agreement.

(8) If the standard payment agreement terms for Customers at or below 250% of the federal poverty level exceed a low-income Customer's ability to pay, the WRB will make every effort to establish more manageable terms by analyzing household income and expenses. Such payment terms shall be based on disposable income. In no event will the WRB accept less than an initial payment of 10% of the outstanding balance or 15% of gross monthly income or payout terms which exceed thirty-six

~~(36) months. For payment agreements under this Section, written approval of a WRB supervisor must be obtained.~~

(9) Customers with household incomes at or below 250% of the federal poverty level who cannot meet the foregoing payment agreement terms may apply to the Committee for extended payment agreement pursuant to the terms set forth at Section 100.9(m) 100.9(p) of these Regulations.

(c) Extended Payment Agreements 333850

Customers with household incomes above 150% of the federal poverty level and at or below 250% of the federal poverty level may apply to the WRB Committee for an extended payment agreement. Such payment agreements:

(1) Shall be based on household income, ~~including available grants or subsidies and expenses.~~ Customers with household income below 150% of the federal poverty level shall not be required to document expenses.

(2) May have payout terms which exceed eighteen (18) thirty-six (36) months if the WRB determines that a term of 18 months or less would result in an average monthly total bill for current service, usage and stormwater charges and for payment of arrears that is in excess of approximately 4% if the Customer's Monthly Household Income as defined in Sections 206.1 of these regulations.

(3) May waive defer collection of all or a portion of the any initial down payment arrearage existing at the time of first application.

~~(4) Shall include any applicable restoration fee and meter installation charges.~~

~~(4)(5) Shall provide that penalty charges will not accrue on the outstanding balance for each month that the payment agreement is fully complied with.~~

~~(5)(6) Shall require the payment of all charges when due or the payment agreement will be breached.~~

~~(7) Shall be completed for each Customer by the Committee and the Customer provided a copy thereof.~~

~~(8) Shall be subject to review at any time, but must be reviewed at least annually.~~

~~(9) Shall be subject to modifications, recession or revocation for failure to supply any household income or expense information requested by the Committee or because of a material change in household income or expenses.~~

~~(10) Shall require Customers to apply for and accept all available energy assistance funds.(7)~~

~~(6)(11) May require Customers to participate in the Department's Water Conservation Treatment Program.~~

(d) TAP Payment Agreements

(1) Customers enrolled in TAP with in-program arrears due to nonpayment of TAP Bills may apply to WRB for a TAP Payment Agreement regarding such unpaid TAP Bills and

other charges assessed during the period such Customer's service was off (collectively referred to as "Post-TAP Arrears"). Such TAP Payment Agreements generally shall require payment of Post-TAP Arrears in twelve equal installments.

(2) WRB may deny a Customer's application for a TAP Payment Agreement for good cause shown, including without limitation, a determination that WRB has entered into two or more prior TAP Payment Agreements with the Customer.

~~(d) As a condition of the entry into a payment agreement, the initial payment under the agreement shall be due at the time of signing. The WRB in its discretion may delay the shut off up to five (5) days when an agreement has been negotiated and the WRB believes that the Customer intends to sign the agreement and pay the initial payment during the extended five day period.~~

~~(e) Payment agreements shall be in writing and shall contain the Customer's promise or acknowledgement that:~~

~~(1) In addition to monthly payments under the agreement, the Customer must pay current charges on the account.~~

~~(2) Notwithstanding the payment agreement, a lien may be placed upon the Customer's property for the amount of the outstanding account balance. Customers enrolled in TAP will not have liens placed on their property in accordance with Section 206.8 of these regulations.~~

(3) The Customer may request a renegotiation review of a payment agreement in person or in writing. Before defaulting on an agreement, the The Customer must notify the WRB before defaulting on an agreement of circumstances which may warrant renegotiation a review of the payment agreement. If the Customer presents satisfactory evidence to the WRB of a change in household income which would warrant a change in the payment terms of the agreement, the WRB may appropriately modify the payment agreement, provided the Customer is not in default on the agreement. The original agreement shall remain in effect unless so modified. A Customer whose request for renegotiation is denied may request a hearing to dispute whether standard payment agreement terms have been applied.

(4) Except as otherwise provided in Section 206.0 through 206.10 of these regulations for Customers enrolled in TAP, dDelinquencies which accrue during the course of a payment agreement will not be waived, suspended or deferred.

(f) For purposes of WRAP payment agreements pursuant to subsection 100.9(b) of this section and WRAP-WRBCC payment agreements pursuant to subsection 100.9(i) of this section, the The WRB shall consider the following household expenses in determining ability to pay: Rent or mortgage, utility bills, telephone, food, medical bills, transportation, laundry, clothing, toiletries, taxes, insurance, and other reasonable expenses. The WRB will also consider evidence from other low income programs in determining ability to pay.

(g) When a payment agreement is entered into, the WRB's representative will:

(1) Accept the initial payment.

(1)(2) Advise the Customer of the amount that the Customer is required to pay each month, the dates when such monthly payments are due, the date the last payment is due, and the number of months the agreement will take to complete.

(3) Advise the Customer how to read a bill in order to determine current charges. 333852

(4)(2) Provide the Customer with a signed copy of the agreement.

(5)(3) Advise the Customer to inform WRB of change in household income before defaulting on an agreement, because in some circumstances the Customer may be able to renegotiate the Customer may request a review of the agreement.

(h) Breach of Payment Agreement and Bad Checks

(1) “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, tender of a “bad” check or a check returned for insufficient funds to the WRB, or failure to notify the WRB of a change in household income before defaulting on the agreement.

(h)(2) If a Customer breaches a payment agreement entered into after

receipt of a shut off notice relating to a property which is not USTRA Tenant occupied, the WRB may mail or otherwise deliver an appropriate shut off notice to the Customer scheduling shut off no less than ten (10) business days thereafter. Shut off of water service may thereafter proceed without further notice or attempt at personal contact. If a Customer breaches a payment agreement relating to a property which is inhabited by USTRA Tenants, ~~or occupants~~ the Customer and the USTRA Tenants inhabitants will be given sent an appropriate notices scheduling shut off ~~in no less than thirty (30) days. Service of the notice to USTRA Tenants or occupants will be~~ in conformance with USTRA and Sections 100.5(b) and 100.6(b) of these regulations.

(i) ~~"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, tender of a "bad" check or a check returned for insufficient funds to the WRB, or failure to notify the WRB of a change in household income before defaulting on the agreement.~~

(j) ~~If a Customer requests a hearing pursuant to Section 100.7 of these Regulations, within the time period provided in the shut off notice after there has been a breach of payment agreement, the only issue which will be considered at the hearing will be the Customer's compliance with the terms of the payment agreement.~~

(k)(3) 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 shut off, a Customer

shall have a ~~one time~~ right to cure the breach and resume making payments in accordance with the terms of the payment agreement and these regulations. ~~For good cause shown, the WRB may in its discretion allow a Customer to cure additional breaches of a payment agreement.~~

(l)(4) If a Customer breaches a payment agreement and the same is not cured as provided herein, or gives the WRB a bad check after having received a shut off notice, the decision to modify or ~~renegotiate~~ review any existing ~~33385~~ agreement, enter into any future agreements, or to otherwise extend ~~33385~~ further credit on any existing or future ~~3~~ delinquency of the Customer and the ~~3~~ terms of such credit shall be within the sole discretion of the WRB.

(im) WRAP-WRBCC Payment Agreements³

The Water Revenue Bureau Conference Committee (WRBCC or The Committee) ~~is a governing board that monitors the equity applied in determining the most affordable payment plan terms for income eligible customers. The Committee is comprised of employees of the Revenue and Water Departments. Payment agreements issued by WRB under this subsection are known as WRBCC payment plans. The Committee may modify, rescind or revoke any payment plan previously established in this category based on approval criteria and associated evidence. has been formed to establish payment agreements for those Customers who cannot afford the standard payment plans as stated at~~

³ WRB will accept requests for new WRAP applications until June 30, 2017.

~~Section 100.9 of these Regulations. The WRBCC is empowered to develop flexible payment plans based on a household's income and/or expenses and available grants or subsidies. The WRBCC in its discretion may suspend all or a portion of any arrearages in the establishment of payment plans. The WRBCC is also empowered to review payment plans at any time, but at least on an annual basis. Based upon its review, the WRBCC may modify, rescind or revoke any payment plan previously established.~~

~~The WRBCC is comprised of employees of the Revenue and Water Departments.~~

~~(n) Eligibility for establishment of payment agreement by the WRBCC:~~

~~(1) All Customers with household incomes at or below 250% of the federal poverty level who cannot afford the standard payment agreement described at Section 100.9 of these Regulations may apply to the WRBCC for WRBCC payment plans more affordable payment terms.~~

~~(2) All Customers with household incomes at or below 150% of the federal poverty level will be referred by the WRB to the WRBCC~~

~~(3) A Customer threatened with shut off, or whose service is already off, and who is known by the WRB to be at or below 150% of the federal poverty level, will be referred by the WRB to the WRBCC.~~

~~(2)(4) A Customer threatened with shut off whom the WRB knows to be between 150% and 250% of the federal poverty level must furnish proof of~~

income and expenses to the WRBCC in order for it to determine which affordable payment plan the Customer is a candidate to receive, whether the Customer is a candidate for either the 10/5 payment agreement plans (see Section 100.9(b) of these Regulations) or a payment agreement plan to be established by the WRBCC.

~~(5) A Customer above 250% of the Federal poverty level who cannot meet the standard payment agreement terms described at Section 100.9(a) of these Regulations because of extraordinary expenses (e.g., a senior citizen with high medical expenses), must be referred by the WRB for either the 10/5 payment agreement plan or a payment agreement plan to be established by the WRBCC.~~

~~(o) Accepted Applicants:~~

~~(1) Accepted applicants must apply for all available energy assistance funds as a condition of the payment agreement plan established by the WRBCC.~~

~~(3)(2) Accepted applicant may be required to participate in the Water Department's Water Conservation Treatment Program as a condition of the WRBCC payment agreement plan established by WRBCC.~~

~~(3) The accepted applicant whose water/sewer service has been terminated will only be held responsible for payment of the service charge for the first year following termination.~~

~~(4) Waiver of Penalty. Penalty charges will not accrue on the outstanding balance during the term of the WRBCC payment plan. The City will waive the normal penalty for late~~

~~payment during the course of a payment agreement plan established for a low-income Customer. The penalty, however, will be reimposed upon breach of the payment agreement plan, but not on the portion of the arrearage paid prior to the breach.~~

(5) "Breach" of a WRBCC payment agreement plan established by the WRBCC is consistent with the definition of "breach" stated at Section 100.9(i)(h) of these Regulations. In the case of a breach of a WRBCC payment agreement plan established by the WRBCC, the Customer will be afforded the same rights as appear in Sub-sections 100.9(i)-(k) Subsection 100.9(h) of these Regulations.

(p) Final decisions of the WRBCC may be appealed and are subject to hearings consistent with Sections 100.7 and 100.8 of these Regulations and Chapter 19-1700 of the Philadelphia Code.

(j) Decisions in Writing. Any decision or determination of the WRB relating to a WRB payment agreement, the amount of arrears for which the Customer is responsible, the completeness of a Customer's application and the adequacy or completeness of any documentation submitted in connection with an application for a payment agreement, or the Customer's performance of his or her obligations under a WRB payment agreement shall be provided to the Customer in writing, and shall include a specific reason for the decision or determination, and a statement of the Customer's right to an administrative hearing to dispute such decision.

(k) Language Access/Non-English Speakers. Consistent with applicable

law and policy, the WRB and the Department shall take reasonable steps to ensure meaningful access to payment agreements for Limited English Proficient (LEP) persons by complying with the requirements of Section 8-600 of the Philadelphia Home Rule Charter, Section 19-1605 of the Philadelphia Code, the Executive Order regarding Citywide Policy on Language Access and the applicable Language Access Plans prepared in accordance with the City's language access policy.

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100.11 Procedure at Shut Off

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

(b) Except as otherwise provided in Section 100.10 of these regulations for medical emergencies, For Customers who have not previously identified themselves to the WRB as being below 150% of the federal poverty level within the preceding twelve (12) months Customers may avoid shut off of service for nonpayment of prior bills issued by WRB may only be avoided under the following circumstances:

(1) If no payment agreement has previously been entered into for the delinquency: (i) and the Customer has not previously avoided shut off by making payment under this paragraph, tender of the appropriate visit fee and 50% of the outstanding account balance to the Department representative crew by check, cashier's check or money order

payable to the WRB if the Customer is not enrolled in TAP; or (ii) tender of the appropriate visit fee and 50% of the outstanding account balance of Post-TAP Arrears to the Department representative by check, cashier's check or money order payable to the WRB if the Customer is enrolled in TAP.

(2) The Customer must thereafter contact come to the WRB in person and enter into a payment agreement within the next five (5) business days or service will automatically be shut off on or after the sixth (6th) business day following the initial visit by the Department representative shut off crew.

All subsequent undisputed charges, including penalties on the unpaid delinquency, must be paid when due in addition to the installments under agreement, or the agreement will be considered breached.

(3) If service is to be shut off for breach of a payment agreement for which the Customer has not whether or not the Customer has not previously availed himself or herself of his or her right to cure, tender of the appropriate visit fee and 100% of the outstanding balance on the agreement to the Department representative crew, by check, cashier's check or money order payable to the WRB.

(e) For Customers whose income has been determined within the preceding twelve (12) months to be at or below 150% of the federal poverty level pursuant to 100.9 shut off of service may only be avoided under the following circumstances:

(1) If service is to be shut off for breach of a payment agreement for which the Customer has not availed himself or herself of his or her right to cure, tender of the appropriate visit fee and 25% of the outstanding balance on the agreement to the crew, by check, cashiers check or money order, payable to the WRB.

(2) If service is to be shut off for breach of a payment agreement for which the Customer has not availed himself or herself of his or her right to cure, tender of the appropriate visit fee and 50% of the outstanding balance to the crew, by check, cashier's check or money order.

(3) The Customer must thereafter come to the WRB in person to enter into a payment agreement or renegotiate an existing payment agreement in the next five (5) working days or service will automatically be shut off on the sixth (6th) day following the initial visit by the shut off crew.

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

(c)(d) If partial payment in an amount approved by a WRB supervisor is received where no payment agreement has previously been entered into for the delinquency or if a showing of serious illness is made, service will be shut off without further notice, unless within five (5) business days, the Customer pays the balance in full, enters into a payment agreement for the balance due on the terms set forth in Section 100.9 of these

~~R~~egulations or submits a certification of illness as provided in Section 100.10 of these ~~R~~egulations.

(d)(e) If service is to be shut off for lack of a meter reading, shut off may be avoided by permitting the Department representative ~~shut off crew~~ to read the meter and by paying the appropriate visit fee.

(e)(f) When water service is shut off, the Department representative ~~crew~~ shall leave at the property a notice informing the residents of the shut off and what steps can be taken to restore the water service.

(f)(g) When ~~Where~~ the Customer has given the WRB a "bad" check, such as a check returned for insufficient funds, within the previous thirty-six (36) 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.

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 Water Department's

satisfaction at the expense of the Customer ~~or the Owner~~. 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 ~~water/sewer/stormwater~~ charges incurred in the thirty (30) day period preceding the notice of shut off.

(b) Customers above 250% of the federal poverty level and not enrolled in TAP, ~~who have been determined to be eligible for a payment agreement pursuant to Section 100.9 of these Regulations above, if no payment agreement has previously been entered into for the outstanding account balance~~, 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, paid in installments equal to 25% of the original bill due at the time of shut off or 15% of the combined gross

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~~monthly income of the Customer's household, whichever is less.~~

(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.

(4) ~~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.~~

(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, if no payment agreement has previously been entered into for the outstanding account balance, 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+10% of the total bill presently due, including the restoration fee or 15% of gross monthly income~~, 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. paid in installments equal to 5% of the original bill due at the time of shut off including the restoration fee, except that the penalty will be waived if all the other terms of the payment agreement are satisfied.~~

(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.~~

(4) ~~If a payment agreement has previously been entered into and service has been shut off because of a breach thereof, 25% of the outstanding delinquency must be paid.~~

(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)(d) 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 in Sub-sections 100.11(b) and (e) of these Regulations~~ 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.

(f)(e) 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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DEPARTMENT OF RECORDS
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CHAPTER 1

CUSTOMER RIGHTS AND OBLIGATIONS

100.0 RESIDENTIAL CUSTOMERS

(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.

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(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

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(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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100.9 Payment Agreements

(a) Standard Payment Agreements

Customers with unpaid balances on their accounts may contact the WRB to apply for a payment agreement. Payment agreements for Customers whose service is shut off will have the terms set forth in Section 100.12 of these regulations.

Except as otherwise provided in Subsections (b) and (c) of this Section for Customers with household income at or below 250% of the federal poverty level, subsection (d) of this Section for Customers enrolled in TAP, or in Section 100.11 of these regulations for initial payments to the Department representative at the time of the shut off visit, payment agreements for Customers whose service is on will have the following terms:

(1) Initial Payment: 25% of the outstanding delinquency.

(2) Subsequent Payment: The remainder of the outstanding delinquency shall be paid in equal monthly installments on an agreed upon

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.

day of each month until the balance of the delinquency is paid in full. Standard payment agreement terms normally will not exceed eighteen (18) months.

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

(4) Penalty charges will not accrue on the outstanding balance for each month that the payment agreement is fully complied with.

(5) Customers with household incomes above 250% of the federal poverty level who cannot meet the foregoing standard payment agreement terms due to Special Hardship may apply to the WRB for TAP pursuant to Section 206.2 of these regulations. For purposes of this section and Section 100.12 of these regulations, the term "Special Hardship" shall have the meaning set forth in Section 206.1 of these regulations implementing TAP.

(b) Water Revenue Assistance Program (WRAP) Payment Agreements²

Customers with household incomes at or below 250% of the federal poverty level may contact the WRB to make a WRAP payment agreement. The initial and subsequent payments on the delinquency shall be determined as follows:

(1) Before entering into a WRAP payment agreement, the WRB will

require documentation of household income.

(2) Initial Payment: 10% of the outstanding delinquency. The outstanding delinquency shall include meter installation charges, if applicable.

(3) Subsequent Charges: 5% on arrearage balance plus current charges. All subsequent undisputed charges, including penalties on the outstanding delinquency, must be paid when due in addition to the payments on the delinquency or the agreement will be breached.

(4) Penalty charges will not continue to accrue on the outstanding delinquent balance for each month that the payment agreement is fully complied with.

(c) Extended Payment Agreements

Customers with household incomes above 150% of the federal poverty level and at or below 250% of the federal poverty level may apply to the WRB for an extended payment agreement. Such payment agreements:

(1) Shall be based on household income.

(2) May have payout terms which exceed eighteen (18) months if the WRB determines that a term of 18 months or less would result in an average monthly total bill for current service, usage and stormwater charges and for payment of arrears that is in excess of approximately 4% if the Customer's Monthly Household Income as defined in Sections 206.1 of these regulations.

² WRB will accept requests for new WRAP applications until June 30, 2017.

(3) May waive all or a portion of the initial down payment.

(4) Shall provide that penalty charges will not accrue on the outstanding balance for each month that the payment agreement is fully complied with.

(5) Shall require the payment of all charges when due or the payment agreement will be breached.

(6) May require Customers to participate in the Department's Water Conservation Program.

(d) TAP Payment Agreements

(1) Customers enrolled in TAP with in-program arrears due to nonpayment of TAP Bills may apply to WRB for a TAP Payment Agreement regarding such unpaid TAP Bills and other charges assessed during the period such Customer's service was off (collectively referred to as "Post-TAP Arrears"). Such TAP Payment Agreements generally shall require payment of Post-TAP Arrears in twelve equal installments.

(2) WRB may deny a Customer's application for a TAP Payment Agreement for good cause shown, including without limitation, a determination that WRB has entered into two or more prior TAP Payment Agreements with the Customer.

(e) Payment agreements shall be in writing and shall contain the Customer's promise or acknowledgement that:

(1) In addition to monthly payments under the agreement, the

Customer must pay current charges on the account.

(2) Notwithstanding the payment agreement, a lien may be placed upon the Customer's property for the amount of the outstanding account balance. Customers enrolled in TAP will not have liens placed on their property in accordance with Section 206.8 of these regulations.

(3) The Customer may request a review of a payment agreement in person or in writing. Before defaulting on an agreement, the Customer must notify the WRB of circumstances which may warrant a review of the payment agreement. If the Customer presents satisfactory evidence to the WRB of a change in household income which would warrant a change in the payment terms of the agreement, the WRB may appropriately modify the payment agreement, provided the Customer is not in default on the agreement. The original agreement shall remain in effect unless so modified.

(4) Except as otherwise provided in Section 206.0 through 206.10 of these regulations for Customers enrolled in TAP, delinquencies which accrue during the course of a payment agreement will not be waived, suspended or deferred.

(f) For purposes of WRAP payment agreements pursuant to subsection 100.9(b) of this section and WRAP-WRBCC payment agreements pursuant to subsection 100.9(i) of this section, the WRB shall consider the following household expenses in determining ability to pay: Rent or mortgage, utility bills, telephone, food, medical bills, transportation, laundry, clothing,

toiletries, taxes, insurance, and other reasonable expenses.

(g) When a payment agreement is entered into, the WRB's representative will:

(1) Advise the Customer of the amount that the Customer is required to pay each month, the dates when such monthly payments are due, the date the last payment is due, and the number of months the agreement will take to complete.

(2) Provide the Customer with a copy of the agreement.

(3) Advise the Customer to inform WRB of change in household income before defaulting on an agreement, because the Customer may request a review of the agreement.

(h) Breach of Payment Agreement and Bad Checks

(1) "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, tender of a "bad" check or a check returned for insufficient funds to the WRB, or failure to notify the WRB of a change in household income before defaulting on the agreement.

(2) If a Customer breaches a payment agreement entered into after receipt of a shut off notice relating to a property which is not USTRA Tenant occupied, the WRB may mail or otherwise deliver an appropriate shut off notice to the Customer scheduling shut off no less than ten (10) business days

thereafter. Shut off of water service may thereafter proceed without further notice or attempt at personal contact. If a Customer breaches a payment agreement relating to a property which is inhabited by USTRA Tenants, the Customer and the USTRA Tenants will be given appropriate notices scheduling shut off in conformance with USTRA and Sections 100.5(b) and 100.6(b) of these regulations.

(3) 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 shut off, a Customer shall have a right to cure the breach and resume making payments in accordance with the terms of the payment agreement and these regulations.

(4) If a Customer breaches a payment agreement and the same is not cured as provided herein, or gives the WRB a bad check after having received a shut off notice, the decision to modify or review any existing agreement, enter into any future agreements, or to otherwise extend further credit on any existing or future delinquency of the Customer and the terms of such credit shall be within the sole discretion of the WRB.

(i) WRAP-WRBCC Payment Agreements³

The Water Revenue Bureau Conference Committee (WRBCC or The Committee) is a governing board that monitors the equity applied in determining the most affordable payment plan terms for income eligible customers. The Committee is comprised

³ WRB will accept requests for new WRAP applications until June 30, 2017.

of employees of the Revenue and Water Departments. Payment agreements issued by WRB under this subsection are known as WRBCC payment plans. The Committee may modify, rescind or revoke any payment plan previously established in this category based on approval criteria and associated evidence.

(1) Customers with household incomes at or below 250% of the federal poverty level who cannot afford the standard payment agreement described at Section 100.9 of these regulations may apply to the WRB for WRBCC payment plans.

(2) A Customer threatened with shut off whom the WRB knows to be between 150% and 250% of the federal poverty level must furnish proof of income and expenses to the WRB in order for it to determine which affordable payment plan the Customer is a candidate to receive.

(3) Accepted applicant may be required to participate in the Water Department's Water Conservation Program as a condition of the WRBCC payment plan.

(4) Waiver of Penalty. Penalty charges will not accrue on the outstanding balance during the term of the WRBCC payment plan.

(5) "Breach" of a WRBCC payment plan is consistent with the definition of "breach" stated at Section 100.9(h) of these regulations. In the case of a breach of a WRBCC payment plan, the Customer will be afforded the same rights as in Subsection 100.9(h) of these regulations.

(j) Decisions in Writing. Any decision or determination of the WRB relating to a WRB payment agreement, the amount of arrears for which the Customer is responsible, the completeness of a Customer's application and the adequacy or completeness of any documentation submitted in connection with an application for a payment agreement, or the Customer's performance of his or her obligations under a WRB payment agreement shall be provided to the Customer in writing, and shall include a specific reason for the decision or determination, and a statement of the Customer's right to an administrative hearing to dispute such decision.

(k) Language Access/Non-English Speakers. Consistent with applicable law and policy, the WRB and the Department shall take reasonable steps to ensure meaningful access to payment agreements for Limited English Proficient (LEP) persons by complying with the requirements of Section 8-600 of the Philadelphia Home Rule Charter, Section 19-1605 of the Philadelphia Code, the Executive Order regarding Citywide Policy on Language Access and the applicable Language Access Plans prepared in accordance with the City's language access policy.

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100.11 Procedure at Shut Off

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

(b) Except as otherwise provided in Section 100.10 of these regulations for medical emergencies, Customers may avoid shut off of service for nonpayment of prior bills issued by WRB only under the following circumstances:

(1) If no payment agreement has previously been entered into for the delinquency: (i) tender of the appropriate visit fee and 50% of the outstanding account balance to the Department representative by check, cashier's check or money order payable to the WRB if the Customer is not enrolled in TAP; or (ii) tender of the appropriate visit fee and 50% of the outstanding account balance of Post-TAP Arrears to the Department representative by check, cashier's check or money order payable to the WRB if the Customer is enrolled in TAP.

(2) The Customer must thereafter contact the WRB and enter into a payment agreement within the next five (5) business days or service will automatically be shut off on or after the sixth (6th) business day following the initial visit by the Department representative. All subsequent undisputed charges, including penalties on the unpaid delinquency, must be paid when due in addition to the installments under agreement, or the agreement will be considered breached.

(3) If service is to be shut off for breach of a payment agreement for which the Customer has not availed himself or herself of his or her right to cure, tender of the appropriate visit fee and 100% of the outstanding balance on the agreement to the Department representative by check, cashier's check or money order payable to the WRB.

(c) If partial payment in an amount approved by a WRB supervisor is received where no payment agreement has previously been entered into for the delinquency or if a showing of serious illness is made, service will be shut off without further notice, unless within five (5) business days, the Customer pays the balance in full, enters into a payment agreement for the balance due on the terms set forth in Section 100.9 of these regulations or submits a certification of illness as provided in Section 100.10 of these regulations.

(d) If service is to be shut off for lack of a meter reading, shut off may be avoided by permitting the Department representative to read the meter.

(e) When water service is shut off, the Department representative shall leave at the property a notice informing the residents of the shut off and what steps can be taken to restore the water service.

(f) When the Customer has given the WRB a "bad" check, such as a check returned for insufficient funds, within the previous thirty-six (36) 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.

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 shut off.

(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) 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.

(f) 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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