

CLAIRTON MUNICIPAL AUTHORITY
ALLEGHENY COUNTY, PENNSYLVANIA

RESOLUTION NO. 05182023

A RESOLUTION OF THE MUNICIPAL AUTHORITY OF THE CITY OF CLAIRTON
MODIFYING SEWAGE SERVICE CHARGES FOR ALL CUSTOMERS SERVICED
WITHIN THE CITY OF CLAIRTON COLLECTION SYSTEM

WHEREAS, the Clairton Municipal Authority acquired the City of Clairton's Sewage Collection System beginning August 1st, 2012: and

WHEREAS, the Clairton Municipal Authority believes that a uniformly set rate for collection and processing must be implemented: and

WHEREAS, the Clairton Municipal Authority has directed its Engineer, Financial Management, and Superintendent to create an efficient and equitable sewage rate.

NOW, THEREFORE, be it resolved as follows:

I. **RATES AND CHARGES, ABATEMENT, BILLING AND COLLECTION**

A. **RATES AND CHARGES**

1. Sewage charges for billing date effective September 1st, 2023, charges for the conveyance of sewage shall be charged accordingly and billed monthly in the following manner

a. Rate for services as of August 1st, 2023

Residential User	\$37.00/month and \$11.50 per 1,000 gallons
Commercial User	\$115.00/month and \$11.50 per 1,000 gallons
Clairton City School District	\$252.00/month and \$11.50 per 1,000 gallons
Clairton Public School	\$189.00/month and \$11.50 per 1,000 gallons
Clairton Education Center	\$1,885.00/month and \$11.50 per 1,000 gallons
Century Town Homes	\$17,160/month and \$11.50 per 1,000 gallons
Allegheny County Housing Authority - Reed Street	\$1,922.00/month and \$11.50 per 1,000 gallons
Allegheny County Housing Authority - Wylie Avenue	\$9,982/month and \$11.50 per 1,000 gallons
US Steel Corporation	\$88,846/month and \$11.50 per 1,000 gallons

b. Rate for services as of August 1st, 2024

Residential User	\$44.00/month and \$15.00 per 1,000 gallons
Commercial User	\$130.00/month and \$15.00 per 1,000 gallons
Clairton City School District	\$300.00/ month and \$15.00 per 1,000 gallons
Clairton Public School	\$225.00/ month and \$15.00 per 1,000 gallons
Clairton Education Center	\$2,320.00/ month and \$15.00 per 1,000 gallons
Century Town Homes	\$21,120.00/ month and \$15.00 per 1,000 gallons

Allegheny County Housing Authority - Reed Street	\$2,294.00/ month and \$15.00 per 1,000 gallons
Allegheny County Housing Authority - Wylie Avenue	\$11,914.00/ month and \$15.00 per 1,000 gallons
US Steel Corporation	\$106,042.00/ month and \$15.00 per 1,000 gallons

2. The following fees and expenses shall be recovered from delinquent users. All fees are to be per customer account for owners of multiple properties. Effective June 15th, 2023, the Authority will apply the following miscellaneous charges and fees:

a. Certified mailing	\$20.00
b. History retrievals	\$20.00
c. Returned check fee	\$25.00
d. First termination of service	\$60.00
e. Second and subsequent termination of services	\$60.00
f. landlord payment report fee	\$25.00
g. 10 day delinquent notice	\$15.00
h. 72 hour termination posting notice	\$20.00
i. Court filing charges	Cost established by the court

3. Dye test/No lien letter application processing fees:

a. Dye test Application fee	\$25.00
b. Dye test	\$200.00
c. No lien letter	\$15.00

II. ABATEMENT, BILLING AND PAYMENT, EXONERATION

A.. Abatement of charges and fees

1. When Premises are completely vacant, the Customer has provided the Authority with a Vacancy Affidavit, and the water supply has been shut off at the Curb Stop or Corporation Stop, minimum charges will be assessed during the period of vacancy. Upon restoration of the water service to the Premises, or upon detection of water usage, applicable usage charges will be assessed. As long as the premise is connected to the sewer system, the minimum monthly charge will be due.

8. Meter reading, estimated billing

1. When a Premise has been equipped with a Meter, but an accurate Meter reading cannot be obtained, the quantity of water used will be estimated for billing purposes. Estimated usage will be based upon actual Meter readings from prior cycles or by such other fair and reasonable methods as may be established by the Authority. Any necessary corrections shall be made in the next bill following an actual Meter reading.
2. All Meters or Remote Reading Devices shall be read at least once per year.
3. When a premise lacks Pennsylvania American Water Company service and it is connected to the sewer system, a monthly consumption amount of 5,000 gallons will be used as an estimate for water consumption for that premise.

C. Billing and payment, interest, liens

1. All bills are due and payable on their stated due dates. There is no grace period.
2. When bills are past due a 5% penalty shall be added to the account.
3. If current sewer bills are not paid in full by their due dates, interest of .83% per month will be applied to the outstanding balance. Interest shall be computed for each day delinquent, and interest shall begin on the day after the due date. Computation of the sewage charges shall be computed monthly; provided, if the due date falls on a non-business day or a holiday recognized by the CMA, then the due date shall be the next business day.
4. Unpaid sewer charges are a lien on the property.
5. Payments made to avoid water service termination that are returned from the bank as insufficient funds may lead to immediate termination of water service with no prior notice.

D. Payment arrangements

1. The Authority's Customer Service employees are empowered to enter into payment arrangements with Customers whose accounts are not more than 90 days in arrears. Such agreements will apportion the amount in arrears over a period of time, adding an amount to the sums billed for current service. Eligibility and the amount of the payments shall be determined by factors such as:
 - a. the Customer's payment history;
 - b. the amount and duration of the account's arrearage; and
 - c. classification of property-Residential, Commercial, Industrial, or Health or Education.
2. A Customer who enters into a payment arrangement and thereafter complies with the terms of that arrangement will not be subject to termination of service or collection proceedings.
3. Customers who have had previous payment arraignments and have failed to pay the amount due per the schedule in the payment arrangement shall not be given a payment plan.
4. The first payment on the payment plan is due upon execution of the payment plan and should be at a minimum 25% of the amount in arrears

E. Appeal of charges

1. A Customer who believes that the Authority has improperly collected, computed, or billed water consumption or other charges may appeal in writing to the Authority.
 - a. Where the appeal relates to a Meter reading, Customer Service

will determine if the invoice was based on actual Meter readings. Where the Customer Service department determines that the Meter reading is an accurate reflection of the Customer's usage, Customer Service will inform the Customer of that finding and of the Customer's right to appeal that determination via first class mail.

- b. Customers meter readings are purchased by the Authority from the Pennsylvania American Water Company (PAAM). Any dispute with the water readings should be first addressed with PAAM. Any credit given the customer from PAAM for water volume will be applied to the customer's next bill. If the PAAM fails to credit the customer's account, the Authority will not credit the account.
2. Except as provided below, all requests for exoneration must be made within three months of the date of the invoice containing the charge or assessment for which exoneration is claimed. All requests for exoneration must be in writing and directed to the Authority
 - a. Should the request for exoneration follow an appeal made to the Authority's Customer Service department, the exoneration request will be considered timely if made within 30 days of the Customer Service department's final decision on the request. The deadline for filing an exoneration request under these circumstances will be noted on the Customer Service department's written decision.
3. The Authority may recommend exonerations in any of the following circumstances:
 - a. Where an error has been made in the calculation of the invoice.
4. Where property has been acquired by the Commonwealth of Pennsylvania, the City of Clairton, the School District of the City of Clairton, the Clairton Redevelopment Authority, or other government agency for street, school, or other development purposes, the Authority will recommend exoneration of 100 percent of the water consumption, sewer system maintenance, and distribution infrastructure system charges for such property under the following circumstances:
 - a. The property is vacant; and
 - b. the government agency has certified to the Authority, in writing, that the property is vacant and scheduled for demolition.
- b. No exoneration will be recommended in the absence of the notice and certification to the Authority.
5. No exonerations will be recommended or granted by the Authority for water lost, stolen or otherwise wasted through the meter.
6. Where the structures on a property are uninhabitable and the structures are slated for demolition, the CMA may waive the dye testing requirements for the property upon written application of the property

owner or owner's representative.

III. COLLECTION OF DELINQUENT ACCOUNTS

A. Collection of delinquent accounts

1. Any account with charges more than 10 days past due will be sent a reminder notice, which shall contain:
 - a. the Customer's account number;
 - b. the total amount due;
 - c. a request to pay immediately;
 - d. the address of the service location that is delinquent;
 - e. a warning that failure to pay will lead to legal steps being taken against the Customer and may result in termination of water service;
 - f. notification that unpaid sewer charges are a lien against the Customer's property; and
 - g. a statement that payment plans may be available and a contact telephone number and/or e-mail address for further information.
2. If any sewer bill remains unpaid 40 days after the invoice has been delivered, the Authority may serve a notice of termination on the Customer.
3. Unpaid sewer bills more than 90 days in arrears are referred to the Authority Solicitor for collection.
4. Notice of collection required by 53 Pa. S. § 7106 shall be provided to the delinquent Customer as required by that statute. Fees and costs of collection shall accrue for all collection efforts undertaken more than 30 days following the date of the notice, or more than 10 days following any second notice required by 53 Pa. S. § 7016. If not paid by the Customer, the fees and costs of collection shall be added to and become part of the delinquent claims in the collection proceeding.
5. Upon posting of the 72-hour shutoff notices all payments shall be made in cash or certified funds. All current and past due amounts are due prior to restoration of water service.

IV. Attorney's Fees Approved

- A. **Flat Fee Matters.** The following schedule of attorney fees is hereby adopted and approved as reasonable attorney fees pursuant to Act 1 and Act 20 for all matters described, which fees shall be awarded to the Authority, its agents, counsel or assigns in each action initiated pursuant to the Act for the collection of unpaid claims. The property owner's obligation to pay the full amount of the flat fee for each phase of each action shall accrue upon the initiation of any aspect of each phase. The full amount of each flat fee for each prior phase of the proceeding shall carry over and be due on a cumulative basis together with the flat fee for each subsequent phase.

1. Preparation and filing of municipal claims. The sum of two hundred and fifty (\$250) dollars shall constitute reasonable attorney fee for the preparation and filing of a municipal claim as defined under the Act.
2. Preparation and Service of Writ of Scire Facias or complaint in assumpsit as provided in the Act. The sum of five hundred (\$500) dollars shall constitute reasonable attorney fees for the initiation of each proceeding and shall include preparation and filing of the Praeceptum for writ of scire facias or complaint in civil action, sheriff's direction for service, notice pursuant to Pa.R.C.P. 237.1 and the preparation and filing of the Praeceptum to settle and discontinue the proceeding. The above does not include:
 - a. Federal tax liens, judgments and mortgages. Where there are Federal tax liens, Federal judgments, Federal mortgages or other record Federal interests, the sum of Two Hundred and Fifty (\$250) shall constitute reasonable attorney fees for all matters necessary to properly notify and serve the United States with all required additional notice and the presentation of related motions to court.
 - b. Alternative service of legal pleadings. In the event that a special order of court is necessary to serve original process or any other pleading, notice, court order, or other document, the following amounts shall constitute reasonable attorney fees as follows:
 - i. Investigation of defendant(s) whereabouts and preparation of affidavit of diligent search- One Hundred (\$100) dollars
 - ii. Preparation and presentation of motion for alternative service, and delivery of the order of court, along with appropriate directions to the sheriff for service- Two Hundred and Fifty (\$250) dollars
3. Amicable scire facias or consent judgment. The sum of four hundred (\$400) dollars shall constitute reasonable attorney fees for the preparation, filing, monitoring, and conclusion of an amicable scire facias or consent judgment, including negotiation, preparation and filing of the pleading, acceptance of service, installment payment and/or forbearance agreement and satisfaction. See 53 P.S. § 7185. The Municipal Authority may, in its sole and absolute discretion, hold the amicable scire facias or consent judgment and file only in the event of a default in the terms and conditions of the amicable scire facias or consent judgment or any related installment or forbearance agreement. If a consent judgment is entered following the filing of the writ of scire facias or complaint in assumpsit, then the flat fee for entry of the consent judgment shall be the same as that amount provided for in subsection (4), "Entry of Judgment," below.
4. Entry of Judgment The sum of two hundred and twenty-five (\$225) dollars shall constitute reasonable attorney fees in connection with the entry of judgment which shall include preparation and filing of the Praeceptum to enter judgment, notices of judgment, affidavit of non-military status, and the Praeceptum to satisfy judgment

5. Writ of Execution, Sheriff's sale of property, or Execution upon assumpsit judgment The sum of Seven Hundred and Fifty (\$750) dollars shall constitute reasonable attorney fees for preparation of all documents necessary for each execution upon any judgment pursuant to the Act This sum shall include the preparation and filing of the Praeceptum for Writ of Execution, all Sheriff's documents, preparation and service of notices of Sheriff's sale, staying the Writ of Execution, and attendance at one Sheriff's sale.
 - a. Postponements. The sum of one hundred (\$100) dollars shall constitute reasonable attorney fees for each continuance of Sheriff's sale at the defendant's request.
6. Sale pursuant to § 31 of the Act, 53 PS. § 7281. The sum of seven hundred (\$700) dollars shall constitute reasonable attorney fees for the sale of property pursuant to § 31 of the Act, 53 P.S. § 7281, including preparation and service of necessary documents, court appearances, attendance at sale and preparation of proposed schedule of distribution of the proceeds realized from such sale.
7. Sale pursuant to § 31.1 of the Act, 53 P.S. § 7282. The sum of five hundred (\$500) dollars shall constitute reasonable attorney fees for a sale of property pursuant to § 31.1 of the Act, 53 P.S. § 7282, including preparation and service of necessary documents, court appearances, attendance at sale and preparation of proposed schedule of distribution
8. Installment Payment Agreement. The sum of one hundred fifty (\$150) dollars shall constitute reasonable attorney fees for the preparation of each written installment payment agreement.
9. Motions. The sum of two hundred (\$200) dollars shall constitute reasonable attorney fees for the preparation, filing, and presentation of motions, other than for alternative service, which shall include, but are not limited to, motions to reassess damages, motions to amend caption, motions to continue the sheriff's sale or other execution.

B. Hourly rate matters. The following schedule of attorney fees is hereby adopted and approved as reasonable attorney fees pursuant to Act 1 and Act 20, which fees shall be awarded to the Municipal Authority, its agents, counsel or assigns as compensation in all contested matters, and in all other matters not specifically referenced in Subsection A, above, undertaken in connection with the collection of delinquent claims

1. Senior Attorneys (Practicing law for 10 years or more)	\$185 per hour
2. Junior Attorneys (Practicing law for less than 10 years)	\$160 per hour
3. Paralegals	\$120 per hour
4. Law Clerk	\$65 per hour

Each as recorded and charged in units of 1/10th of an hour for all time devoted to enforcement and collection of the Municipal Authority's delinquent claims, Counsel, whether duly employed or duly appointed by the Municipal Authority, its agents or assigns, shall not deviated from this fee schedule absent a subsequent amendment of the same. Hourly rate matters include, but are not limited to, any matters where any defense, objection, motion, petition, or appearance is entered in any phase of any proceedings by or on behalf of any defendant or other interested party.

C. Procedure

1. The notice required by the Act, as amended, 53 P.S. § 7106, shall be provided in accordance therewith and shall be incorporated into an appropriate delinquency notice or notices sent by the Authority, its agent, counsel, or assigns.
2. Fees shall accrue for all efforts in collection after the 30th day after the notice, or after the 10th day of any required second notice under the Act, as amended, 53 P.S. § 7106 on all accounts referred to counsel for enforcement. Fees accumulated as a result of enforced collection shall be certified by duly appointed counsel for the Municipal Authority authorized to pursue collection of claims pursuant to the Act, or by counsel for the Municipal Authority's agents or assigns and, if not collected in due course with the debt as voluntary payment, shall be included in any delinquent claims filed on behalf of the Municipal Authority or by its agents or assigns in the course of enforcement including any delinquent claims originally filed with the Prothonotary or Department of Court Records, any delinquent claims filed with the Sheriff or in any other delinquent claims filed or not filed or in statements provided where attorney fees are due.
3. The amount of fees determined, as set forth in this chapter shall be added to and become part of the claim or claims in each proceeding as provided by the Act and as provided herein.

D. Servicing charges, expenses, and fees approved

1. The following schedule of charges, expenses, and fees (hereinafter collectively referred to as "servicing fees") is hereby approved and adopted by the Municipal Authority pursuant to §1, §2, and §3 of the Act of May 16th, 1923, as amended 53 P.S. §§ 7101, 7103, and 7106, which amounts are the direct result of each person's or property's failure to pay claims promptly. The servicing fees established, assessed, and collected hereunder shall be in addition to the record costs, Art. II (Expenses), and Art. III (Attorney fees), associated with legal proceedings initiated by or on behalf of the Clairton Municipal Authority to collect its delinquent claims.
2. Servicing of a claim or claims may result in voluntary payment without the initiation of enforcement proceedings. It is the intent of this section to pass the cost of servicing on to the delinquent person or property as part of each claim. The recovery of servicing fees established herein shall not be contingent upon the initiation of enforcement proceedings. However, such servicing fees are due even where enforcement proceedings are initiated.
The purpose of this section is to pass the total cost and expense associated with delinquent collection on to the delinquent person or property and to make the Municipal Authority whole on all collected delinquent claim..
3. The following schedule of fees shall constitute reasonable and appropriate servicing fees for each indicated service. The servicing fees shall be added to and become part of the Municipal Authority's claims, together with the expenses, penalties, interest, costs, and attorney fees, and shall be payable in full before the discharge or satisfaction of any claim. The schedule of fees is separate and distinct from any amounts imposed by the Sheriff, Prothonotary, Department of Court Records, or any other public office in connection with the Municipal Authority's

claims:

a. Bad Check Letter	\$20 per check
b. Assignments	\$10 per claim
c. Filing Liens	\$10 per item
d. Satisfactions	\$10 per claim
e. Act 1 Act 20 Compliance	\$35 per case
f. Tax claim revivals	\$30 per claim
g. Filing municipal claims and municipal claim revivals	\$15 per claim
h. Municipal claim/short title examination	\$35 per claim
i. Sheriff sale municipal claim certificates	\$50 per claim
j. Municipal claim certifications	\$10 per year
k. Postage and court costs	Actual Costs
l. Servicing, including staffing, computers, office space, telephone, equipment, materials, etc.	10% of gross collection costs

V. Effective Date and Retroactivity

- A. This article shall take effect on the date of enactment set forth below.
- B. With respect to the attorney fees pursuant to Article 3, and out-of-pocket expenses pursuant to Article 2, this Resolution shall apply to all delinquent claims, writs of scire facias, judgment, or executions filed on or after December 19th, 1990, or as otherwise provided for by law.
- C. Attorney fees and expenses incurred in pending enforcement proceedings prior to the effective date of this resolution, pursuant to a prior resolution adopted under the Act, but not collected, shall remain due and owing in accordance therewith, and shall be incorporated in any future statement, claim, pleading, judgment, or execution. Attorney fees and expenses in any pending or new action incurred after the effective date of this resolution shall be incurred, charged, and collected in accordance with the schedules and procedures set forth in this resolution.
- D. The charges, expenses and fees set forth relate to all unpaid claims in favor of the Authority, its agents and assigns, and shall be retroactive to each claim.

VI. Assignment. The Authority assigns the provisions of this resolution to any assignee of its claims unless the assignment limits the assignee's ability to collect such amounts. The Authority and its duly authorized agents and their counsel shall retain all rights to charge reasonable attorney fees, charges, expenses, and fees in accordance with the provisions of this article in actions commenced under the Act and for servicing any claims retained by the Authority.

VII. Amendments. The Authority may, by resolution, from time to time, adopt additional collection procedures, servicing charges, expenses and fees, and, if the Authority so desires, alter, amend, and supplement the procedures, servicing charges, expenses, and fees

established herein for the collection of delinquent accounts.

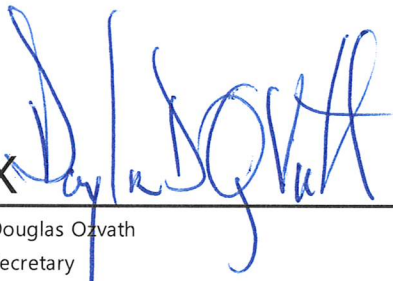
VIII. Severability. If any sentence, clause, section, or part of this Resolution is for any reason found to be unconstitutional, illegal, or invalid, such unconstitutionality, illegality, or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Resolution. It is hereby declared as the intent of the Board of the Clairton Municipal Authority that this Resolution would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, section or part thereof not been included herein.

IX. Repealer. All Resolutions or parts of Resolutions which are inconsistent herewith, except otherwise provided herein, are hereby repealed.


RESOLVED this 15th day of June 2023, by the Board of Directors of the Clairton Municipal Authority.

ATTEST:

By:

X 

Douglas Ozvath
Secretary

X 

John Vitullo
Chairman