

**CHAPTER 1  
CUSTOMER RIGHTS  
AND OBLIGATIONS**

**100.0 RESIDENTIAL CUSTOMERS**

**100.1 Definitions**

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(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.<sup>1</sup>

<sup>1</sup> 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,

(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 come to the WRB in person to negotiate 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 and in Section 100.11 of these regulations, payment agreements for Customers whose service is on and are eligible for payment agreements under this subsection 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 day of each month until the balance of

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 supplies 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.

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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. Standard payment agreement terms normally will not exceed eighteen (18) months; provided that WRB may offer extended payout terms of up to sixty (60) months if the standard payment agreement terms are not feasible for the Customer.

(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) Income-Based Payment Agreements

Customers with household incomes above 250% of the federal property level who cannot meet the standard payment agreement terms set forth in Subsection (a) of this Section because of extraordinary expenses (e.g., a senior

citizen with high medical expenses), Customers with household incomes between 150% and 250% of the federal poverty level and Customers with household incomes at or below 150% of FPL who are not enrolled in TAP may be eligible for payment agreements pursuant to the terms set forth in this Subsection. Payment agreements for such Customers whose service is shut off will have the terms set forth in Section 100.12 of these regulations. Income-based payment agreements for such Customers whose service is on will have the following terms:

(1) Income determinations may be based on household income, including available grants or subsidies and expenses. Monthly household income will be consistent with the requirements of Philadelphia Code Sections 19-1305 and 19-1605.

(2) Initial Payment: 25% of the outstanding delinquency which may be paid in whole or part by any available grants and subsidies for which the Customer qualifies. The WRB may, at its discretion, defer collection of all or a portion of the Initial Payment at the time of application.

(3) 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. Income-based payment agreement terms normally will not exceed sixty (60) months; provided that the WRB may offer extended payout terms in excess of

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sixty (60) months if the Income-based payment agreement terms are not feasible for the Customer.

(4) 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.

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

(6) Customers with household income from 150% to 250% of the federal poverty level may demonstrate that the payment terms set forth in this subsection are not feasible by submitting financial and other information showing that the Customer's total bill including arrearages is greater than 4% of the Customer's Monthly Household Income as defined in Section 206.1 of these regulations.

(c) TAP Payment Agreements

Customers eligible for enrollment in TAP may apply for TAP Payment Agreements pursuant to Section 206.0 through 206.10 of these regulations beginning July 1, 2017.

(d) As a condition of the entry into any payment agreement, the initial payment under the agreement shall be due within five (5) business days of the entry into the payment agreement. The WRB will delay a shut off up to five (5) business days when an agreement has been negotiated and the WRB believes that the Customer intends to 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.

(3) The Customer may request a renegotiation 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 renegotiation 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) Delinquencies which accrue during the course of a payment agreement will not be waived, suspended or deferred.

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(f) 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 in some circumstances the Customer may be able to renegotiate the agreement.

(g) 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) If a Customer requests an administrative 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.

(4) 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. For good cause shown, the WRB may in its discretion allow a Customer to cure additional breaches of a payment agreement.

(5) 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 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.

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(h) 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 informal hearing to dispute such decision.

(i) 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 Subsection (c) of this Section for Customers whose income has been determined within the previous twelve (12) months to be at or below 250% of the federal poverty level and who are not enrolled in TAP, Subsection (d) of this Section for Customers enrolled in TAP, or Subsection (e) of this Section and 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 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 by check, cashier's check or money order payable to the WRB.

(2) The Customer must thereafter 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 (6<sup>th</sup>) 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, whether or not the Customer has previously availed himself or herself of his or her

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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) For Customers whose income has been determined within the preceding twelve (12) months 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, 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 50% of the outstanding balance to the Department representative, by check, cashier's check or money order.

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

(3) 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.

(d) For Customers enrolled in TAP, shut off of service may only be avoided under the following circumstances:

(1) Tender of the appropriate visit fee and 50% of the outstanding account balance on the TAP Bill to the Department representative by check, cashier's check or money order payable to the WRB.

(2) The Customer must thereafter come to the WRB in person and enter into or renegotiate a TAP Payment Agreement within the next five (5) business days or service will automatically be shut off on or after the sixth (6<sup>th</sup>) business day following the initial visit by the Department representative.

(3) All subsequent undisputed charges must be paid when due or the TAP Payment Agreement will be considered breached.

(e) 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.

(f) 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 and by paying the appropriate visit fee.

(g) When water service is shut off, the Department representative shall leave at the property a notice informing the

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residents of the shut off and what steps can be taken to restore the water service.

(h) When the Customer has given the WRB a "bad" check, such as 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.

### 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 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 charges incurred in the thirty (30) day period preceding the notice of shut off.

(b) Customers above 250% of the federal poverty level, 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: 50% of the total bill presently due, such payment to be made prior to restoration of water service.

(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.

(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 not enrolled in TAP with household incomes above 250% of the federal property level who cannot make a payment in full because of extraordinary expenses (e.g., a senior citizen with high medical expenses) and Customers not enrolled in TAP with household incomes at or below 250% of the federal poverty level, 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: 25% of the total bill presently due, such payment to

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be made prior to restoration of water service.

(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 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, 50% 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 Customers shall be entitled to restoration of service (i) upon payment of such unpaid TAP bills and other charges assessed during the period such Customer's service was off, (ii) upon such Customer's entry into a payment agreement with the WRB regarding such unpaid TAP bills or other charges, as applicable, 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.

(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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