



BOROUGH OF BRENTWOOD

ORDINANCE NO. 2014-1232

“SEWERS”

AN ORDINANCE OF THE BOROUGH OF BRENTWOOD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AMENDING IN ITS ENTIRETY CHAPTER 167 OF THE CODE OF THE BOROUGH OF BRENTWOOD REGARDING SANITARY SEWERS.

WHEREAS, the Borough of Brentwood is a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, including but not limited to the Borough Code and the Water Services Act; and

WHEREAS, the Legislature of the Commonwealth of Pennsylvania vests the Borough of Brentwood with the power and authority to make and adopt all such ordinances, bylaws, rules and regulations not inconsistent with or restrained by the Constitution and laws of this Commonwealth, as is expedient or necessary for the proper management, care and control of, *inter alia*, the Borough’s finances, the maintenance of peace, good government, health, safety and welfare of the Borough, its trade, commerce and manufacturers; and

WHEREAS, Brentwood Borough Council has determined that it is necessary to amend its Sewers Ordinance to reflect a change in the billing and delinquent collections processes; and

NOW THEREFORE, on this 24th day of **November** 2014, it is hereby Enacted and Ordained by the Council for the Borough of Brentwood, that;

PART I: AMENDMENTS

Chapter 167 of the Code of the Borough of Brentwood is hereby amended in limited part as follows:

Article II and Article III are hereby amended to read as follows:

Article II: Sewer Rates and Charges

§167-10 Definitions.

As used in the article, the following terms shall have the meanings indicated:

DWELLING UNIT: A single structure or portion of a structure providing independent, self-contained living facilities for one or more persons, including permanent provisions for living, sleeping, cooking and sanitation.

OWNERS: Includes, but is not to be limited to, individuals, partnerships, associations, joint ventures, corporations, municipalities, subdivisions of municipalities, school districts, joint school districts, authorities, hospitals, public institutions, and charitable institutions, owning real property in the Borough of Brentwood.

§167-11 Agreement with ALCOSAN.

Brentwood Borough shall agree, and hereby does agree with The Allegheny County Sanitary Authority, hereafter referenced as “ALCOSAN”, pursuant to the agreement among Brentwood, ALCOSAN and the City of Pittsburgh, on or about December 1, 1949, that Brentwood shall pay ALCOSAN the aggregate amount of all sewage service charges imposed by ALCOSAN pursuant to said agreement, and any amendments thereto, which otherwise would be payable by sewage service users within Brentwood Borough for the transportation and treatment services rendered by ALCOSAN, which would be consideration for the legal duty of Brentwood Borough to prohibit discharge of sanitary sewage into the waters of the Commonwealth of Pennsylvania. Brentwood hereby covenants and agrees that it shall pay each quarterly statement received from ALCOSAN out of current revenues of the Borough and within sixty (60) days after the date of billing of each such quarterly statement, for sewage transportation treatment services rendered within Brentwood Borough.

§167-12 Current Brentwood third-party sewage collector to bill ALCOSAN customers; conditions.

A. Brentwood Borough’s current third-party sewage collector shall bill all customers of ALCOSAN within Brentwood Borough in amounts as specified below in **§167-15** which amounts are at least equal to the amounts which would be payable otherwise to ALCOSAN by sewage service users within Brentwood Borough for sewage transportation and treatment services rendered.

B. The revised rate, payment, billing and collection methods as promulgated in this article shall become effective immediately after the occurrence of the following conditions:

- (1) Approval by ALCOSAN of the revised procedures for billing, collection and payment of service charges.
- (2) Payment to ALCOSAN by Brentwood Borough of any and all delinquent bills and charges rendered to sewage service users within the Borough on or before the effective date of said changes in billing, collection and payment.
- (3) Reasonable written notice and/or advertisement to ALCOSAN customers within Brentwood Borough of such revisions in billing, collection and payment procedures.
- (4) Reasonable written notice to ALCOSAN by the Borough of the commencement of the revised billing, collection and payment procedures.

C. Prior to the Borough's giving to ALCOSAN the notice required in Subsection **B(4)** above, billing, collection and payment shall continue to be conducted by ALCOSAN as has been their procedure heretofore.

§167-13 Establishment of rental fees, charges, and rates.

A. There is hereby established and imposed within Brentwood Borough, sewer and sewage rental and service fees, charges and rates to be levied upon the owners of all real properties within Brentwood Borough served by the sanitary sewers or sewer system of Brentwood Borough or by private sewers or sewer systems which discharge ultimately into the sewage collection system of ALCOSAN, for the purpose of providing for the cost of operation, maintenance, administration expenses, repair costs, reconstruction costs, construction costs, applicable debt service costs,

charges by ALCOSAN and other related costs, all with respect to said sewer and sewage system or systems.

B. In order to determine, calculate and apportion the sewer and sewage rental, charges and fees imposed by this article equitably among the real properties served by Brentwood Borough sanitary sewers or sewer systems or by private sewers or sewer systems discharging ultimately into the sewage system of ALCOSAN, the rentals, fees, charges and rates shall be based primarily on the metered quantities of water used on said real properties, subject to such appropriate adjustments as hereinafter provided or otherwise required and subject to such additional charges, fees or rentals as are adopted for wastes other than sewage, based upon the composition, strength and other characteristics of such waste.

§167-14 Use of meters; non-metered water

A. In circumstances in which the entire source of water on the premises is metered, the rate charged shall be based upon the quantity of water used as measured by the meter. In circumstances in which the properties and premises involved obtain water from wells or springs, Brentwood Borough, at its option, may require the owner, without expense to Brentwood Borough, to provide on and for the well or spring a meter acceptable to the Borough or the Borough, at its option, shall make an estimate of the amount of water used from non-metered sources and discharged into the sanitary sewer systems of the Borough or into private sewers discharging into the sewage system of ALCOSAN.

B. In circumstances in which more than one dwelling unit uses a single sewage service line, the Borough, at its option, may require either that separate meters shall be installed for each dwelling unit or that the charge for all service to said building or premises shall be apportioned between or among all occupants, as the Borough might elect in its sole discretion.

C. In circumstances in which residential use and commercial use of the premises are conducted separately or jointly on the same premises, the Borough, at its option and sole discretion, may elect either that separate meters shall be installed for each such use or that the charge for all service to said premises shall be apportioned, between or among all owners, as the Borough may apportion, elect and/or require.

§167-15 General rates.

The rates, charges and fees for sewer and sewage services to sewer premises within Brentwood Borough shall be as follows:

A. Metered water uses. The following schedule of rents, charges and fees shall be applicable to users of metered water, and the charges shall be based upon the metered quantity of water delivered to each water user as measured by the most recent available water meter reading. A sewer service charge shall be imposed and shall be based on the Borough's Annual Fee Resolution.

B. Brentwood Borough will not impose any minimum user fee charge. All charges and fees will be based on the schedule of service charges set forth above as determined by the metered quantity of water delivered to each water user as measured by the most recent available water meter reading.

C. In addition to all other charges, there shall be imposed and collected a monthly customer service fee per user. The fee shall be based on the Borough's Annual Fee Resolution.

§167-16 Additional charges for garbage grinders.

For commercial garbage grinders, there shall be added to the waste user’s sewage bill an additional charge of \$100 per quarter year per grinder of one horsepower capacity and a proportionately lower or higher charge per grinder of lesser or greater horsepower capacity.

§167-17 Calculation of rates for other users.

The quantity of water used by water users other than those referred to in § 167-15(A) above, shall be estimated by Brentwood Borough, and each water user's fee, charges and rents shall be calculated by applying the schedule of rates set forth in § 167-15(A) above, to the estimated quantity of water used.

§167-18 Surcharges for certain waste material.

In circumstances in which a water user's waste materials contain concentrations of suspended solids and/or biochemical oxygen demand and/or chlorine demand, any of which might affect adversely the sewage collection or treatment facilities or violate any statute, rule or regulation, then the rates, charges, fees and rents set forth hereinabove shall be increased according to the following formulae, at the discretion of Brentwood Borough or if requested by ALCOSAN:

A. Suspended solids:

$$F = 2.0 + 1.0 \frac{(0.44(SS-275))}{(275)}$$

Where:

F = Multiplying factor to be applied to the basic rate.

SS = Suspended solids of particulate wastes in parts per million (ppm)

B. Biochemical oxygen demand:

$$F = 2.0 + 1.0 \frac{(0.27(BOD-300))}{(300)}$$

Where:

F = Multiplying factor to be applied to the basic rate.

BOD = Biochemical oxygen demand of particular wastes in parts per million (ppm)

C. Chlorine demand:

$$R_c = 0.0167 P_c (C-5) \frac{(0.44(SS-275))}{(275)}$$

Where:

R_c = Surcharge rate for chlorine demand in cents per thousand gallons of waste materials.

Pc = Contract price of chlorine in cents per pound.

C = Chlorine demand of particulate wastes in parts per million (ppm).

§167-19 Monthly billing; payment

All bills, vouchers and statements of account, hereinafter referred to as "bills", for sewer and sewage rental, service charges and fees imposed by this article shall be rendered and submitted monthly on the basis of the most recent monthly water meter reading or estimate, plus all previously billed and unsatisfied readings and charges. Such rentals, charges and fees shall be due and payable within twenty-one (21) days from the date of issuance of the bill.

§167-20 Delinquent payments; non-payments

A. Any fees, charges or rents imposed under this article and not paid within twenty-one (21) days of the date of issuance of the bill shall be subject to payment of a penalty of ten percent (10%) of the total amount of such fees, charges, or rents.

B. Any fees, charges or rents, including delinquent penalties, imposed under this article and not paid within thirty (30) days of the date of issuance of the bill shall be subject to payment of interest in the amount of one-and-one-half percent (1 ½ %) per month of the total amount of such fees, charges, or rent.

C. Any fees, charges, or rents, if not paid within ninety (90) days of the date of issuance of the bill, may be collected as provided by law, including but not limited to an action of assumpsit, distraint of personal property and/or by a lien filed in the nature of a municipal lien or claim. In addition, Brentwood Borough reserves the right to terminate water service after notice, according to law and ordinance, for nonpayment of said fees, charges, rents, penalties, and interest.

§167-21 Administrative powers.

A. Brentwood Borough Council may designate either the Borough Manager or a Third Party Provider or both concurrently, to act severally or jointly to administer the provisions of this article, including but not limited to collection of all fees, charges, rents, penalties and interests imposed under this article and including the keeping of all records and the establishment of such rules, regulations, documents and forms necessary to administer the provisions of this article.

B. Brentwood Council is hereby authorized to enter into, cancel or amend any and all contracts or agreements, to prepare and execute all necessary documents and to do all other proper and lawful acts required for the administration of the provisions of this article.

§167-22 Allocation and use of charges, fees, and rents.

All monies received by Brentwood Borough from the administration of this article and from collection of all rents, fees and charges levied under this article shall be deposited in a special, separate bank account duly marked and designated as the "Brentwood Borough Sanitary Sewer Fund," and shall be used for only the following purposes:

A. Allocation to, and payment of, all or part of the costs of construction, reconstruction, extension, addition, operation, maintenance, repair, alteration, inspection and administration relating to this article and/or to all or any part of the sanitary sewer systems of Brentwood Borough and of those private sewers systems discharging ultimately into the sewer system of ALCOSAN.

B. Payment of all or part of applicable debt service costs and charges for construction, reconstruction, extension, addition, operation, maintenance, repair and administration of any part of said sewer systems and/or of this article.

C. Payment of all or any part of the fees, rents and charges levied by ALCOSAN in or upon Brentwood Borough for use of the ALCOSAN sewage system.

D. Payment of all or part of any other costs, expenses or charges related to administration of this article and/or to the sanitary sewer systems located within Brentwood Borough and discharging into the ALCOSAN sewer system.

§167-23 Amendment of schedule of fees, rates, and charges.

Brentwood Borough Council reserves the right to amend the schedule of rates, rents, fees and charges imposed by this article, from time to time, as required and necessary to produce sufficient revenue to meet the requirements of operation, maintenance, construction, reconstruction, repair and administration, including applicable debt service costs and ALCOSAN charges and all other related charges, relevant to the maintenance of the Borough and private sewer systems discharging into the ALCOSAN system and relevant to administration of this article.

§167-24 Violations and penalties.

Any person, firm, partnership, association, joint venture, corporation, municipality, subdivision of a municipality, school district, joint school district, authority, hospital, public institution, charitable institution or other legal entity violating any provision of this article shall, upon conviction of said violation, be punished by imposition of a fine not to exceed the sum of \$1000 for each offense, recoverable with cost of prosecution and, in default of payment of such fine and costs, shall be subject to imprisonment for a period not exceeding thirty (30) days. Each day that a violation of this article is continued shall constitute a separate offense. In circumstances involving legal entities which are not natural persons, the penalties imposed hereby may be imposed upon the partners, directors, officers or other members of such legal entities.

Article III: Collection of Delinquent Charges.

§167-25 Payment of delinquent sewer charges; billing.

A. All rates, fees, and charges for the collection, disposal, and treatment of sewage and other sewage costs shall be billed to the owner of the relevant premises on a monthly basis, for all services previously rendered and not paid. The owner of any unit that is made available for lease or rent may designate the responsible agent, as listed on the Rental Unit Registration document under **§163-5**, as the payer of the bill.

B. Each such bill described in Subsection A above shall be payable, in full, within twenty-one (21) days from the date of issuance of said bill, and any amount not paid within twenty-one (21) days shall be deemed delinquent and shall be subject to penalties and interest as outlined in **§167-20**.

C. Each such bill described in Subsection A that has not been paid within ninety (90) days of the date of issuance of said bill shall be subject to the termination of service procedures described in **§167-26**.

D. Each such bill described in Subsection A that has not been paid within ninety (90) days of the date of issuance of said bill shall be satisfied at the Brentwood Municipal Building or, if the

Borough should elect to host an electronic payment system, as an electronic transaction through a link provided on the Borough website. Personal checks shall not be accepted as an instrument for the payment of any bill that has not be paid within ninety (90) days of the date of issuance of said bill.

§167-26 Termination of service

A. With respect to any premises within Brentwood Borough where there are outstanding sewer rates, fees, or charges that have not been paid within ninety (90) days of the date of issuance of the bill, Brentwood Borough Council shall designate either the Borough Manager or a Third Party Collector or both concurrently with the authority to secure the termination of water services, pursuant to the procedures set forth herein, until the payment in full of all delinquent charges, interests, penalties, and other costs incurred as a result of the collection of said delinquent charges and the termination and restoration of water services to said premises.

B. Brentwood Borough Council is hereby authorized to enter into an agreement with the incumbent Water Utility providing for the termination and restoration of water services to premises subject to delinquent sewer rates, fees, charges, and costs.

C. The termination of water service to delinquent premises shall be achieved pursuant to the following procedures:

(1) The Borough Manager and/or his designee shall maintain complete and accurate records of all delinquent charges, interests, penalties, and other costs incurred in the provision of sewer services, the termination and restoration of water to delinquent premises, the service and posting of notice to delinquent payers, all reimbursement to the Water Utility, and all other costs, expenses, and charges relevant to these procedures.

(2) The Borough Manager and/or his designee shall make written request to the Water Utility for termination or restoration of water services to delinquent premises and shall certify to the Water Utility that the bill for the relevant premises has not been paid within ninety (90) days of the date of issuance of said bill, that the claim or lien for such service has been assigned by ALCOSAN to Brentwood Borough, that there has been posted a written notice of proposed water termination at the main entrance to the delinquent premises and that the Borough has given minimum notice of ten (10) days of its intention to request water termination at said delinquent premises, and that the Borough has not received a written and notarized affirmation from the liable payer stating that said payer has a just defense to the claim or any part thereof.

(3) With respect to each bill that has not been paid within thirty (30) days of the date of issuance of said bill, the Borough Manager and/or his designee shall provide written notice on the subsequently issued bill to the payer liable for the sewer rates, fees, charges or costs of the Borough's right to terminate water service, and shall provide commensurate notification for each bill that has not been paid within sixty (60) days of the date of issuance of the bill.

(4) With respect to each bill that has not been paid within ninety (90) days of the date of issuance of said bill, the Borough Manager and/or his designee shall provide written notice on the subsequently issued bill to the payer liable for the sewer rates, fees, charges or costs of the Borough's intention to post a notice of water termination at the main entrance to the delinquent premises, and shall request the Chief of Police to designate a Borough Police Officer to post said notice at least ten (10) days prior to the Borough Manager and/or his designee delivering the request for water termination to the Water Utility. A service fee shall be assessed against the payer of any

premises on which a notice of water termination is posted and shall be based on the Borough's Annual Fee Resolution.

§167-27 Notices for residential rental properties.

Should a bill associated with a premises containing at least one residential rental unit not be paid within sixty (60) days of the date of issuance of said bill, the Borough Manager and/or his designee shall notify the landlord ratepayer via certified mail of the Borough's right to terminate water service at least thirty-seven (37) days prior to delivering the request for water termination to the Water Utility, and shall notify each residential tenant at least thirty (30) days prior to delivering said request, in accordance with the provisions of the Utility Service Tenants Rights Act, 53 P.S. § 1521 et seq. The landlord ratepayer shall be responsible for reimbursing the Borough for all associated mailing fees.

§167-28 Restoration of water service.

A. With respect to any premises within Brentwood Borough for which a request for termination of water service has been issued, water service shall not be restored unless all delinquent sewer rates, fees, charges, costs, penalties, interest, service fees issued by the Borough associated with the posting of the notice of water termination and service fees issued by the Water Utility associated with the termination and restoration of water service, have been satisfied in full.

B. Upon receipt of full payment of the monies described in Subsection A above, the Borough Manager and/or his designee shall, within twenty-four (24) hours, issue a request to the Water Utility to initiate restoration of water service to the delinquent premises.

§167-29 Payment plans.

A. Any payer who has not satisfied a bill within ninety (90) days of the date of issuance of said bill may, as an alternative to making full payment, enter into a Payment Plan with the Borough Manager and/or his designee. Partial payments shall not be sufficient to prevent termination of water service unless said Payment Plan has been arranged and executed by the Borough Manager and/or his designee.

B. The Payment Plan shall be a written contract, signed in person at the Brentwood Municipal Building by both the payer and the Borough Manager and/or his designee.

C. Any payer who has not satisfied a bill issued prior to January 1, 2015 by a Third Party Collector within ninety (90) days of the date of issuance of said bill and enters into a Payment Plan shall be required to pay, prior to the execution of said Payment Plan, a minimum of fifty dollars (\$50.00) at the Brentwood Municipal Building or through the electronic payment system. Said payer shall continue to pay a minimum of fifty dollars (\$50.00) per month for up to one (1) year or until the delinquent balance is satisfied in full, whichever occurs sooner.

D. Any Payment Plan executed pursuant to Subsection C above shall be nullified if the payer does not satisfy all bills issued subsequent to January 1, 2015 within ninety (90) days of the date of issuance of said bill.

E. Any payer who has not satisfied a bill issued after January 1, 2015 within ninety (90) days of the date of issuance of said bill and enters into a Payment Plan shall be required to pay, prior to the execution of said Payment Plan, one-half of the total balance for the delinquent premises at the Brentwood Municipal Building or through the electronic payment system.

F. Any Payment Plan executed pursuant to Subsection **D** above shall be nullified if the payer does not satisfy the remaining balance within thirty (30) days of the execution of said Payment Plan.

G. If the payer breaches the repayment terms outlined in the Payment Plan, the delinquent premises shall be subject to termination of water service.

H. If the payer breaches the repayment terms outlined in the Payment Plan, then the payer shall be prohibited from entering into a future Payment Plan for the following two (2) years. The Borough Manager and/or his designee shall keep written record of the names and addresses of payers who are prohibited from entering into a Payment Plan and the date upon which said ban will expire.

§167-30 Delinquent charges to become lien.

A. If they payer does not satisfy all delinquent rates, fees, charges, penalties, interest and all other expenses and costs incurred under this article shall within five (5) days of the termination of water service, the Borough shall issue a notice of intent to assess counsel fees in the form of a municipal lien, and, if payment is not received pursuant to this notice, shall file a municipal lien upon the premises and real property subject to said delinquency.

B. The Borough reserves the right to immediately issue a notice of intent to assess counsel fees without exhausting the termination of service measures outlined in **§167-26** above upon notification from the Water Utility that a payer has closed the water account for a delinquent premises.

§167-31 Additional remedies.

No provision of this article shall be deemed to be a waiver of any other right or remedy available to Brentwood Borough under the law for the collection of delinquent sewer or sewage fees, rates, charges and other costs and the Borough of Brentwood hereby reserves the right to pursue any and all such lawful remedies either collectively or separately.

§167-32 Designation of Borough Manager and/or Third Party Provider as collector.

From time to time, Brentwood Borough Council may designate either the Borough Manager or a Third Party Provider or both concurrently, to exercise the powers and discharge the duties conferred upon them by the provisions of this article. Such action and direction by Borough Council shall be taken pursuant to Council's adoption of a motion at a public meeting of Council by simple majority vote of the Council members present at said meeting, if the number of members present constitutes a quorum of the total number of Council members.

PART II- The Borough Manager, Building Code Official/Department, Police Department, Borough Solicitor, and all others employed or appointed by the Borough of Brentwood, are authorized to take any and all action necessary to ensure implementation of this Ordinance and to effectuate the purpose hereof.

PART III- Any and all Ordinances and/or Resolutions, or parts thereof, conflicting herewith are repealed insofar as the matters here in affected.

PART IV- The provisions of this Ordinance are servable, and if any clause, sentence, section or subsection hereof shall be adjudged by any court of competent jurisdiction to be illegal, invalid or unconstitutional, such judgment or decision shall not affect, impair, or invalidate the remainder, but

shall be confined in its operation and application to the clause, sentence, section or subsection rendered. It is hereby declared that the intent of the Borough of Brentwood Council that this Ordinance would have been adopted if such illegal, invalid, or unconstitutional clause, sentence, section, or subsection had not been included therein.

PART V- This Ordinance is effective immediately upon enactment according to law, and shall remain in effect hereafter until revised, amended, or revoked by action of the Council of the Borough of Brentwood.

The provisions of this ordinance shall take effect immediately.

ORDAINED AND ENACTED THIS 24th **DAY OF** November **2014 BY THE**
BOROUGH COUNCIL OF THE BOROUGH OF BRENTWOOD.

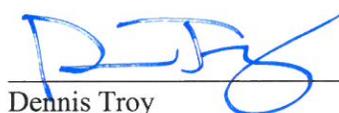
ATTEST:


George Zboyovsky, P.E.
Borough Manager

BOROUGH OF BRENTWOOD


Martin Vickless
President of Council

EXAMINED AND APPROVED BY ME THIS 24th DAY OF November, 2014.


Dennis Troy
Mayor

APPROVED AS TO FORM


Clifford Levine
Borough Solicitor