

Bond Case Briefs

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UTILITIES - PENNSYLVANIA

Valley Forge Sewer Authority v. Hipwell

Commonwealth Court of Pennsylvania - July 31, 2015 - A.3d - 2015 WL 4598341

Sewer authority filed a writ of scire facias sur (what the hell is that?) municipal claim against customer, seeking to enforce a lien imposed pursuant to Municipal Claims and Tax Liens Act (MCTLA) for unbilled sewer service to property that was multi-family dwelling with four equivalent dwelling units (EDU) but listed in sewer authority's records as a single-family dwelling. The Court of Common Pleas entered judgment in favor of sewer authority. Customer appealed.

The Commonwealth Court held that:

- Sewer service contract did not allow customer to pay for only one EDU per quarter, and
- Customer's account was delinquent under MCTLA's attorney fee provision.

Sewer service contract did not allow customer to pay for only one equivalent dwelling unit (EDU) per quarter for his multi-family dwelling that was listed in sewer authority's records, and billed as, only a single-family dwelling despite having four EDUs, and therefore there was no unilateral mistake in the formation of contract barring sewer authority from obtaining payment for unbilled service for three EDUs per quarter. Standard contract terms provided for a uniform payment that could change based upon number of EDUs at location and, pursuant to Municipality Authorities Act and sewer authority's code of rules and regulations, all customers agreed to pay a quarterly fee of \$75 per EDU in exchange for sewer service.

Customer's account was delinquent, as would allow sewer authority to recover attorney fees incurred in collection of account pursuant to Municipal Claims and Tax Liens Act (MCTLA), where sewer authority requested payment from customer for \$2925 by a named date for unbilled sewer services for customer's three additional equivalent dwelling units (EDU) in his multi-family property that was listed in sewer authority's records, and billed as, only a single-family dwelling, but payment was not made, despite claim that customer did not pay while pursuing a reasonable contest.