



**RESIDENTIAL UTILITY SERVICE POLICY  
ADOPTED BY THE COUNCIL OF THE BOROUGH OF KUTZTOWN  
JULY 15, 2014**

**INTRODUCTION**

The Borough of Kutztown renders the following Utility Services to residential properties within the Borough: Electric, Water, Sewer and Refuse. In order to have any or all of these utilities rendered to a residential property within the Borough, the Property Owner and/or the User must apply for service at the following location:

Kutztown Municipal Building  
45 Railroad Street  
Kutztown, PA 19530

Phone requests can be made by calling 610-683-6131.

Online requests can be made at the Borough's Web site: [www.kutztownboro.org](http://www.kutztownboro.org).

Normal Office Hours for the Borough of Kutztown offices are Monday through Friday, 8:00 a.m. to 4:30 p.m., except for holidays observed by the Borough, which are listed on the Web site.

This Policy has been prepared to provide Borough utility Applicants and Customers with information in order to promote an understanding of the terms and conditions on which the Utility Services are rendered. The Borough's interpretation of the terms and conditions is final. If you have questions concerning this Policy or if you desire other information regarding Borough Utility Services, please contact a Borough representative.

The Borough of Kutztown advises the public, job applicants and employees that it does not discriminate on the basis of race, color, religion, sex, national origin, age or disability in admission or access to treatment or employment in its programs, activities and services. The Borough welcomes comments from disabled persons or groups which represent persons with disabilities as to improving the accessibility to its activities, employment, facilities and services.

**DEFINITIONS**

APPLICANT –	A person applying for Utility Services from the Borough.
ARREARS –	Unpaid utility bills which were not paid by the stated due date on the bill.
BILLING PERIOD –	Bills for Utility Services are issued monthly.
CUSTOMER/CONSUMER –	A Property Owner and/or User of the Borough's Utility Services.
DELINQUENT BILL –	A bill for which payment has not been received by the stated due date on the bill, meaning the Delinquent Bill is due and the Customer's account is in Arrears. The delinquent amount is the amount of the Net Bill plus a ten (10) percent penalty on Electric, Water, Refuse and Sewer services.
DEPOSITOR –	A person who provides the Borough with a deposit required for Electric service.
NET BILL –	The amount on the bill which is due up to and including the date shown on the bill rendered.
NORMAL OFFICE HOURS –	Monday through Friday, 8:00 a.m. to 4:30 p.m., except for holidays observed by the Borough, which are listed on the Web site.
PAST DUE AMOUNT –	The amount of a Delinquent Bill which has not been paid.
PAST DUE BILL –	A bill which has not been paid in full by the stated due date on the bill.
PROPERTY OWNER –	The owner of a property to which the utility service is available.
REGULAR WORKING HOURS –	Monday through Friday, 8:00 a.m. to 4:30 p.m., except for holidays observed by the Borough, which are listed on the Web site.
UNIT –	Electric: Kilowatt hours Water: Gallons Sewer: Gallons

USER – A person who takes delivery of the Utility Services rendered to a property.

UTILITY SERVICES – For purposes of this Policy, Borough of Kutztown Utility Services shall include Electric, Water, Sewer, Refuse and any applicable service charges.

## **CHAPTER 1: ELECTRIC DEPOSIT PROVISIONS**

### **1. ELECTRIC DEPOSIT**

A. Amount of Electric Deposit – Prior to Electric service being rendered to a property in the name of a User, a deposit must be paid in full in accordance with Resolution No. 11-2005. The deposits as set forth reflect one month (average) usage for each class of Electric service. The Deposit fees may be adjusted annually by the Borough to reflect the average usage in the previous twelve (12) months. Picture identification (driver’s license or state issued ID card) will be required when placing a deposit. The driver’s license number will be stored for internal use by the Borough.

B. Refund of Electric Deposit – An Electric deposit shall be refunded under any of the following circumstances:

(1) Upon termination or discontinuance of service, the deposit will be applied against any outstanding balance for Utility Services and the remainder (if any) refunded to the Depositor. A transfer of service from one location to another, within the Borough, will not be deemed a discontinuance; however, a transfer of service may result in the adjustment of the amount of the deposit based upon the fee schedule set forth in Resolution No. 11-2005.

### **2. ELECTRIC DEPOSIT EXCEPTIONS**

For new Applicants, an Electric deposit will not be required when an Applicant satisfies at least one of the following:

A. An Applicant owns the property.

B. A Property Owner whose property is served and who has a contract with the Borough accepting full responsibility for the utilities whether the bill is in their name or the Applicant’s name.

### **3. DUPLICATE OR \*ADDITIONAL ELECTRIC DEPOSIT REQUIREMENT FOR EXISTING USERS**

The Borough will require a Duplicate or Additional Electric deposit from a User who has been delinquent in the payment of any two bills within a six month period.

\* An Additional deposit is required if the original deposit amount is deemed by the Borough to be insufficient at the time that a Duplicate deposit would be required.

#### **4. ELECTRIC DEPOSIT REQUIREMENTS FOR USERS WITH TERMINATED SERVICE**

A User whose service has been terminated for nonpayment must pay the required Duplicate or Additional Electric deposit in full and/or the Delinquent Bill plus a reconnection fee prior to Electric service being restored to that User's name.

### **CHAPTER 2: METER READING AND BILLING PROVISIONS**

#### **1. UTILITY METERS AND METER READINGS**

Utility Services furnished to a property are measured by a meter at that property for Electric and Water services. In the case of the Sewer utility, the volume of Water furnished to a property is the measure of the sewage discharged. A charge is established for Refuse service that is rendered or made available to the property whether used or not.

Where the meter is used to measure the services rendered to the property, the meter is the property of the Borough of Kutztown, but in the care and custody of the User. The Borough shall inspect, adjust, maintain and/or replace such meters at its own expense, except that any meter damaged in service through the negligent act or omission of the Property Owner/tenant/agent shall be repaired or replaced by the Borough at the expense of the Property Owner. Meter damage resulting from freezing or backflow of hot Water shall be considered to be the result of negligence on the part of the owner or tenant.

The Property Owner and/or tenant are prohibited from removing, damaging or tampering with the meter. They must maintain a safe passageway for meter access by the Borough. Additionally, they have the responsibility to keep the meter free from obstructions by restraining pets or by removing obstacles that the Borough might encounter at that property.

Once each month, on approximately the same date, the Borough is scheduled to read the meters. Borough representatives carry identification which the Property Owner or User may ask to see for their own protection. Though the Borough attempts to read the meters each month, there are occasions when the Borough will have to estimate the Customer's monthly bill. Situations such as extreme weather conditions, emergencies, strikes, the inability of the Borough to gain access to the meters, or other circumstances may prevent the Borough from taking a meter reading and require that the bill be estimated. The Customer has the responsibility to provide free access for meter readings if the meter is in a locked place. Failure of the Customer to provide free access will result in the termination of utility service until suitable access is provided.

## 2. METER ACCURACY

- A. **Electric** – The accuracy of the Borough's Electric meters shall be determined in accordance with §107 – 18 of the Code of the Borough of Kutztown. The Consumer shall accept as a standard of measurement the meter or meters installed by the Borough. Should the meter or meters become defective or fail to register correctly, the amount of energy used shall be determined by a test of the meter or meters, by the registration of a meter or meters replacing the defective meter or meters during the period next following or by the amount of energy used during a corresponding period of the preceding year. In the event that it is ascertained that the meter is registering at a rate of one (1) percent or more faster than normal, then the Consumer shall receive a credit adjustment based upon the Consumer's (or his/her predecessor's) kilowatt-hour consumption during the two-year period preceding the testing of the meter.

If a meter test is performed at the request of a Customer, and it is found to be within the prescribed tolerances of accuracy, the fee paid by the Customer for the testing of the meter in accordance with Resolution No. 11-2005, will not be refunded. Upon prior request, the Customer may witness the meter test during the Borough's Regular Working Hours.

- B. **Water** – The accuracy of the Borough's Water meters shall be determined in accordance with §217–12 of the Code of the Borough of Kutztown. The accuracy of any meter will be tested upon the Consumer's request. The request shall be accompanied by a fee as set forth in Resolution No. 17-2013 to cover the cost of the test. If, upon making such test the meter shall be found to register in excess of 1 ½ percent more or less Water than actually passes through it, another meter will be substituted and the fee will be refunded to the Consumer. If the meter registers within 1 ½ percent of the actual quantity of Water passing through it, the said fee shall be retained by the Borough.

## 3. BILLING PERIOD AND ESTIMATED BILLS

Bills for Utility Services are issued at intervals of approximately thirty (30) days. This means that the Customer's bill is calculated and mailed on about the same day each month. If the Borough was unable to obtain actual meter readings for a Billing Period, an estimated bill based on previous usage history (past meter readings) will be mailed. After the Customer's meter is read, the bill at that time may be adjusted upwards or downwards according to the actual readings. Customers are to immediately contact the Borough if they have questions or complaints about a utility bill.

The Borough shall issue adjusted bills if it determines that past meter readings were incorrect. The Borough retains the right to issue an estimated bill for previous periods if a non-registering meter is detected.

#### **4. LEVELIZED BUDGET BILLING**

Levelized Budget Billing is a plan to level out payments for residential Electric Customers and it is available at the option of the Customer. It is offered as a convenience for the Borough's residential Customers with no less than a one year consumption history. Instead of paying larger bills during peak heating or cooling periods, Customers pay their total annual cost of electricity in monthly installments under the Levelized Budget Billing plan. There is no extra cost to the Customer under this billing plan, and the Customer ultimately pays for only the electricity that is actually used.

When a Customer elects Levelized Budget Billing, the Borough will bill the Customer each month an amount approximately equal to one eleventh of the estimated annual billing with appropriate periodic adjustments made, and a twelfth month payment sufficient to cover the balance owing for a full year so the total for each twelve (12) month billing cycle will equal the actual charges under the rate for the same twelve (12) month Billing Period. In order to qualify for Levelized Budget Billing, the Customer must have a twelve (12) month billing history at the same service location with the Borough. At the discretion of the Borough Manager or his/her designee, if Customers are late or delinquent in paying bills or are determined to be a credit risk, Customers may be removed or denied the option of Levelized Budget Billing.

Residential Customers may participate in Levelized Budget Billing by applying at the Kutztown Municipal Building, 45 Railroad Street, Monday through Friday, from 8:00 a.m. to 4:30 p.m. Customers may apply until July 1 of any year. Levelized Budget Billing starts with the bill due in September of each year and the twelfth month payment sufficient to cover the balance owing for a full year will be due in August of each year. Customers are eligible for Levelized Budget Billing only if there are no Past Due Bills for services with the Borough. Customers must continue to pay their bills on or by the due date to continue on this plan. Customers also must provide the Borough with monthly access to utility meters.

#### **5. PARTIAL MONTH AND FINAL BILLING GUIDELINES**

- A. A bill will be issued when a meter is set and/or turned on for a new Customer and the number of days or Units exceeds the following table. Each utility will be considered independently to determine if a bill should be issued. If a bill is not issued for a partial period, the Units used will be added to the next Billing Period.

Electric, Water, Sewer and Refuse services are billed if there are seven (7) or more days of consumption within the Billing Period.

- B. When a meter is removed or turned off, a bill will be issued with regular monthly billing.
- C. Electric, Water and Sewer:  
If the Borough gets a final reading, other than on the regular monthly reading date, a bill will be issued.

- D. Refuse:  
A prorated bill is issued for the number of days used.

If a dumpster is rented, cubic yard billings will be prorated for the number of days used and for any tippings in excess of two tippings per week. If a dumpster is owned, tippings are billed in accordance with the rates of the most current Resolution as amended from time to time.

### **CHAPTER 3: DISPUTE PROVISIONS**

If at any time, the Customer advises the Borough that he/she disputes liability for any part of the bill as rendered or disagrees with the manner in which the bill was calculated, the Borough Manager or his/her designee will attempt to work with the Customer on a mutual solution to the complaint. If deemed necessary by the Borough Manager or his/her designee, the Customer will be required to put their complaint in writing to the appropriate Committee of Council.

It should be noted that the Borough will not terminate Utility Services until such a complaint is addressed and rectified to the satisfaction of the Borough.

### **CHAPTER 4: PAYMENT PROVISIONS**

1. (A) Bills for Electric, Water, Sewer and Refuse services will be issued monthly. All charges shall be payable by the due date. Failure to receive a bill shall not entitle a Customer to an extension of time for payment.

(B) On occasion, the Borough receives utility payments late even though Customers may have mailed them on time. To avoid possible delays by the postal service, please mail all bills 3-5 days in advance of the due date. Please also check that your envelopes are addressed correctly and checks are signed.

(C) The Borough has Normal Office Hours from 8:00 a.m. to 4:30 p.m., Monday through Friday. Utility bills can be paid at the Kutztown Municipal Building, 45 Railroad Street. Please bring your billing statement when paying at the Kutztown Municipal Building. Utility bills may also be paid at Santander Bank, 61 Constitution Boulevard.

(D) The Borough has a night depository box that can be used to make payments by check only. The box is located on the front of the Kutztown Municipal Building and is available 24 hours a day. Please include your utility bill stub with payment in the depository. Payments received after 4:30 p.m. are deemed to be received the next business day.

(E) The Borough offers automatic bank draft, known as ACH (Automated Clearing House), or E-Payment (Electronic Payment). Contact the Kutztown Municipal Building to request these services.

(F) The Borough offers an online payment option at [www.kutztownboro.org](http://www.kutztownboro.org) and a payment by telephone option at 610-683-6131.

(G) The Customer has the duty to notify the Borough if he/she has not received a bill. Any Customer whose account for Utility Service is in Arrears shall pay the gross amount of each bill until all outstanding indebtedness is paid, with payments being first applied to the oldest bills and then being applied progressively to the more recent bills.

2. Failure to pay all charges as applicable by 9:00 a.m. on the Disconnect Date noted on the Final Notice shall be cause for the termination of Utility Services until payment in full is made for the Past Due Amount for the specific billing. If service is terminated under these conditions, a reconnection charge for each terminated service shall be paid before that service is restored in accordance with §A231-2 of the Code of the Borough of Kutztown, as amended from time to time by Resolution.

3. A service charge shall be assessed for a Customer's check returned by the Borough's depository bank. If the Customer's check is returned to the Borough by the Customer's bank three (3) times in a twelve (12) month period, the Borough will require the Customer to pay by cash, certified check, money order or credit card indefinitely.

4. Each Customer shall pay for Utility Services furnished to their premises until notice has been given to the Borough to discontinue service, and for a reasonable time thereafter, to enable the Borough to read the meters at this premises. When service is discontinued at any Customer's premises, a bill for service will be rendered. Any amount due shall be payable on the due date indicated on the bill. If it is not paid by the stated due date on the bill, then by the Delinquent Bill due date thereafter.

5. If a bill for Utility Services remains unpaid after sixty (60) days, the Borough shall have the right to refer all Delinquent Bills to a collection agency and take legal action if necessary. If the tenant does not pay, the Property Owner shall remain liable for the payment of Water and Sewer Utility Services irrespective as to whom the bill is rendered. Additionally, the landlord will need to collect any debt himself/herself without further involvement from the Borough.

## **CHAPTER 5: UNIFORM TERMINATION PROVISIONS**

1. The following procedures and conditions shall be followed when the termination of Utility Service is warranted by the Borough:

- A. Delinquent Notice – When a payment is not received by the stated due date on the bill, a Delinquent Notice shall be mailed to the Customer. A copy of the Delinquent Notice will be mailed to the landlord if the Customer has any unpaid Water and Sewer bills.



- B. Final Notice – When payment is not received within nine (9) days after the date of notice shown on the Delinquent Notice, the Borough will mail a Final Notice to the Customer to request full payment and to advise that the termination of service will occur on the Disconnect Date on the Final Notice if full payment is not received.
- C. Termination – When payment is not received within three (3) days of Final Notice, the Borough will terminate Utility Service at that time if full payment is not received.

**NOTE:**

**Section 108.1.3 of the currently adopted Property Maintenance Code reads “A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.”**

**2. TERMINATION EXCEPTIONS**

- A. Except in an emergency or as a protection of life or property, the Borough will not terminate Utility Services for nonpayment of charges on:
  - (1) Friday, Saturday or Sunday.
  - (2) A Borough Observed Holiday, the day before a Borough holiday or a bank holiday (Generally, the holiday for the Borough's depository bank).
- B. The Borough will not terminate Utility Service for nonpayment of charges due to the following circumstances, provided the Customer contacts the Borough before the Disconnect Date noted on the Final Notice:
  - (1) The Customer claims inability to pay an outstanding bill in full but pays at least fifty (50) percent of the outstanding amount due, agrees to pay all future bills as they become due, and agrees to pay an acceptable portion of the outstanding bill in installments until it is fully amortized. This exception is granted by the Borough Manager or his/her designee only on special, limited occasions not to exceed one every twelve (12) months. In the event that a Customer breaches such an agreement, the Borough shall attempt to contact the Customer for payment. If the breach is not rectified, the service will be terminated without further notice.
  - (2) The Borough is in receipt of a written medical certification from a registered physician that a seriously ill person resides in the premises receiving the utility service and their health would be adversely affected by service termination. A

written certification must be completed to the Borough's satisfaction. To obtain a medical waiver to prevent termination of service for nonpayment of charges during the December 1 to March 31 period, the Customer must pay no less than half of the outstanding balance. The remaining balance will be due upon expiration of the waiver. Service shall not be terminated for the time period specified in the medical certification, provided that the maximum length of the certification shall not exceed thirty (30) days and the Customer has arranged for and is making payments acceptable to the Borough on their utility bills. Certification may be renewed one time in the same manner and for the same period as the initial certification, provided the Customer is making payments acceptable to the Borough on their outstanding utility bills. If payment is not received in full by the expiration of the medical certification(s), the Borough shall attempt to contact the Customer. If full payment is not received by the Disconnect Date of the Final Notice, the service will be terminated without further notice.

### **3. TERMINATION PROCEDURES RELATED TO MOVING**

#### **A. Moving out of a residential rental:**

The utility Customer has the responsibility of notifying the Borough a minimum of twenty-four (24) hours prior to the move-out date so that the Borough may arrange to either disconnect service or transfer utility service to the landlord or subsequent tenant; and to have a reasonable amount of time thereafter to read the utility meter(s) at the Customer's residence. At a minimum, the Customer shall be assessed a per meter minimum charge if the Borough visits the property to obtain final reading(s) on other than the regular monthly reading date for that meter.

The final bill will consist of a per meter minimum charge plus any usage. The Customer is responsible for billings for Utility Services until the Borough is able to read the meter, disconnect the meter and/or transfer the account to a subsequent tenant or the landlord; as may be applicable. However, it shall be at the Borough's discretion to maintain service, terminate service or transfer service if no responsible subsequent account holder can be determined.

When service is disconnected at a Customer's residence for the purposes of moving, the Customer is responsible for paying the utility service charges at the move-out location no later than the normal due date established for that account. Current and late charges shall apply at the move-out location through the final Billing Period.

If the Customer fails to make good on the Utility Service charges for the move-out location, service will be terminated at the Customer's new address, if applicable. Additionally, an outstanding bill from a previous address in the Borough will be grounds for refusal by the Borough to provide utility service at a new address until that bill is satisfied.

Failure of the U.S. Postal Service to properly deliver a bill shall not entitle a Customer to an extension of time for payment.

B. Moving out of a residential owner-occupied property:

The utility Customer has the responsibility of notifying the Borough a minimum of twenty-four (24) hours prior to the move-out date so that the Borough may arrange for reading the meter(s), and to either disconnect service or transfer utility service to a new owner or other responsible subsequent account holder. At a minimum, the Customer shall be assessed a per meter minimum charge if the Borough visits the property to obtain final reading(s) on other than the regular monthly regarding date for that meter.

The final bill will consist of a per meter minimum charge plus any usage. The Customer is responsible for billings for Utility Services until the Borough is able to read the meter, disconnect the meter and/or transfer the account to a subsequent owner; as may be applicable. However, it shall be at the Borough's discretion to maintain service, terminate service or transfer service if no responsible subsequent account holder can be determined.

When service is disconnected at a Customer's residence for the purposes of moving, the Customer is responsible for paying the utility service charges at the move-out location no later than the normal due date established for that account. Current and late charges shall apply at the move-out location through the final Billing Period.

If the Customer fails to make good on the Utility Service charges for the move-out location, service will be terminated at the Customer's new address, if applicable. Additionally, an outstanding bill from a previous address in the Borough will be grounds for refusal by the Borough to provide Utility Service at a new address until that bill is satisfied.

Failure of the U.S. Postal Service to properly deliver a bill shall not entitle a Customer to an extension of time for payment.

C. Tenants who move out while under lease:

The Borough shall not be responsible for enforcement of any provisions of a lease agreement or other civil matter between private individuals to which the Borough is not a party. Notwithstanding proper notification, the Borough reserves the right to terminate service or transfer service to a landlord's name if no other responsible account holder can be identified.

D. No waiver of rights:

The Borough, in adopting this Policy, in no way waives its right to collect delinquent Utility Service charges from the Property Owner, or to assess such charges against the property. The Borough shall have the right to refer all delinquent accounts to a collection agency and take legal action if necessary.

#### **4. TERMINATION FOR OTHER REASONS**

A. Without Notice – The Borough reserves the right to terminate Utility Service to any Customer(s) without notice for any of the following reasons:

- (1) Fraudulent representation as to the use or class of utility service.
- (2) Where the Customer's equipment, wiring or appliances, or the Borough's equipment or lines are creating or contributing to a serious, hazardous condition.
- (3) Tampering with meters or other utility equipment belonging to the Borough.
- (4) Repairs or emergency maintenance of Borough facilities.
- (5) When necessary to protect the Borough from theft, fraud or abuse.
- (6) An unauthorized utility connection.
- (7) The use of equipment which adversely affects the Borough's services to its other Customers.
- (8) Upon obviously vacating of the premises by a Customer who is delinquent in their bill payments, thereby terminating the Customer's relationship with the Borough.
- (9) Unavoidable shortages or interruptions of the Borough's sources of service.
- (10) Fraud or material misrepresentation of identity for the purpose of obtaining utility service.

B. With Notice – The Borough may terminate service to any Customer after one attempt to make personal contact or otherwise give notice by a representative of the Borough for any of the following reasons:

- (1) The Customer's failure to update their temporary Electric service to a permanent status or to otherwise fail to make appropriate arrangements to do so with the Borough.
- (2) The Customer's failure to provide free access to its meters and service facilities to inspect, read, test, repair, remove or replace the same. Such access shall not be impeded by Refuse, landscaping or pets, or in any other manner.

## **5. WINTER TERMINATION FOR NONPAYMENT**

In order to prevent undue hardship during winter months, the Borough generally will not terminate Utility Service during the period of December 1 to March 31. However, the Borough will follow procedures for the termination for nonpayment and terminate Utility Services for nonpayment if the service is not essential for heat (particularly in an apartment) and shall terminate Utility Service even if the service is essential for heat under the following conditions:

- A. The Customer gives no acceptable reasons for not paying and refuses to pay, claiming that Utility Services cannot be terminated from December 1 to March 31.
- B. The Customer does not make payment acceptable to the Borough Manager or his/her designee, and has another place to live on a temporary basis.

### **NOTE:**

**If the Customer's service being terminated is a User's service, the Borough will attempt to contact the Property Owner so that they can protect their property. If the Property Owner requests, utility service can be placed in their name provided they make payment in full on the Past Due Amount of the billing at that time.**

## **6. TERMINATION OF A USER'S SERVICE FOR NONPAYMENT BY A PROPERTY OWNER**

When a determination has been made that Utility Service shall be terminated for nonpayment of an amount due by a Property Owner of a dwelling occupied by a User, the Borough shall follow the procedures set forth in the Utility Service Tenant Rights Act (Act 299 of 1978). Generally, service to a dwelling cannot be terminated without a 30 day written notice to Users giving them the opportunity to assume utilities.

## **CHAPTER 6: RESTORATION OF SERVICE PROVISIONS**

When service to a Customer's premises has been terminated, the Borough will reconnect the service as soon as practical after receiving:

- A. Full payment of any Past Due Amount which appears on a specific Delinquent Notice.
- B. Full payment of any reconnection charges, which are assessed to a Customer when it is necessary for the Borough to reconnect service following the termination of service. The charge is assessed for each service which must be reconnected.
- C. Full payment of any Electric Deposit required in accordance with Chapter 1.
- D. Payments for restoration of service may be made at the Kutztown Municipal Building: 45 Railroad Street, Kutztown, PA 19530. When paying at the Kutztown Municipal Building, please have cash, check, credit card (in your name) or money order.

## **CHAPTER 7:            SEWER ADJUSTMENT DUE TO WATER LEAK**

If the Customer feels that a Water leak is the result of an increase in usage as reflected on a monthly Water bill in comparison to normal, average Water usage histories, then they may be eligible for a Sewer adjustment.

Upon receipt of written evidence that a leak has been identified and repaired, such as an invoice from a plumber, the Sewer Plant Manager or his/her designee will discuss the scenario with the Water and Wastewater Committee during their next regularly scheduled monthly meeting. The Water and Wastewater Committee will either deny the request or submit their recommendation for approval to Borough Council, in which case, Borough Council will take action at their next regularly scheduled monthly meeting.

The Sewer adjustment will be calculated and applied as follows:

1. Average Water usage of the previous twelve (12) months is taken if these readings represent normal average usage prior to Water leak. If not representative of normal average usage, average Water usage will be calculated using as many previous months as possible that represent average usage prior to the Water leak.
2. Average normal usage is then subtracted from the actual usage billed resulting from the leak. This determines the leak volume for the Sewer credit.
3. The Borough will credit the Customer the for the leak volume if approved by Council.

The Sewer adjustment is available to any Water Customer at the discretion of the Borough.

The Borough reserves the right to refuse granting a Sewer adjustment for any of the following reasons:

1. The Customer has been granted an adjustment in the past at the same residence.
2. The Borough determines that the increase in the monthly Water bill in question is neither indicative of a leak nor a significant increase.

## **CHAPTER 8:            ENERGY CONSERVATION**

Visit the Borough of Kutztown at [www.kutztownboro.org](http://www.kutztownboro.org) and click on the Electric Department link for tips on energy conservation and more efficient use of electricity.

## **CHAPTER 9: CUSTOMER ASSISTANCE PROGRAMS**

### **CRISIS EXCEPTION PROGRAM**

This program is the "emergency" portion of the LIHEAP program and is administered by the Commonwealth of Pennsylvania through the Berks County Assistance Office. In order to qualify for this assistance, a person must meet certain income eligibility guidelines and have had their heating utility terminated, have a termination notice or have no or almost no fuel oil on hand. After qualifying under the LIHEAP guidelines, persons needing emergency assistance should contact the Assistance Office at 610-736-4228 or 1-866-215-3911.

### **FRIEND, INC. COMMUNITY SERVICES**

Friend, Inc. Community Services is a local multi-services social agency that supports the well-being of those in need and is committed to strengthening the lives of families and individuals living in Northeastern Berks County. Currently Friend, Inc. provides a client-choice food pantry, information and referrals, budget counseling, financial crisis intervention, and facilitates partnerships with other local service providers. Friend, Inc. is located at 658D Noble Street in Kutztown. Contact Friend, Inc. at 610-683-7790.

### **LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)**

This program provides heating assistance to persons who qualify under set income guidelines. The program is funded through State and Federal monies and is administered by the Berks County Assistance Office. Those wishing to receive aid for the first time should call the Berks County Assistance Office at 610-736-4228 or 1-866-215-3911 or visit their Web site at [www.compass.state.pa.us](http://www.compass.state.pa.us) for an application.

### **WEATHERIZATION ASSISTANCE PROGRAM**

This is a program designed to help people with limited incomes to reduce their fuel bills, save energy and have warmer homes. Measures such as insulation and weather-stripping, and replacing or repairing doors, windows and air sealing can be performed. Heating system cleaning and tune-ups are also performed. The program is funded primarily through government grants and is free of charge to income eligible households. Application may be made by contacting Berks Community Action Program (BCAP) at 610-376-6571.