



UTILITY SERVICE MANUAL
November 4, 2019

**ADOPTED BY THE MAYOR AND TOWN COUNCIL OF
THE BOROUGH OF CHAMBERSBURG**

DECEMBER 23, 1992

INTRODUCTION

The Borough of Chambersburg renders the following utility services to properties within the Borough: Electric, Gas, Water, Sewer, Refuse Service, and Storm Sewer. In order to have any or all of these utilities rendered to a property within the Borough, the property owner and/or the user must apply for utility services at the following location: Borough Office, 100 South Second Street, Chambersburg, PA 17201, phone **264-5151**. The regular business hours for the Borough offices are Monday through Friday, 8:00 A.M. to 5:00 P.M., excepting certain holidays observed by the Borough.

This booklet 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 booklet or desire other information regarding Borough utility services, please contact the Borough office as noted above. Additionally, requests for utility service assistance can be directed to the Utility Service Center, 80 South Franklin Street, phone **263-4111**. Utility assistance is available from the Service Center twenty-four (24) hours a day.

The Borough of Chambersburg 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. Additionally, the Borough has adopted a grievance procedure to resolve complaints and requests regarding access or alleged discrimination based on a disability. If an individual has comments, complaints, or needs accommodation, regarding access to the Borough's activities, employment, facilities or services, the individual should contact the Borough ADA Coordinator at 261-3232. (TDD 261-3227)

The Borough of Chambersburg's policy regarding the sharing of utility account information is as follows: In the interest of privacy concerns on behalf of our account holders, if an individual is not listed by name on a utility account, Borough staff will not provide that individual any information regarding that utility account. However, if the addition of a name is requested by the account holder, we will always honor that request. Additionally, if we are contacted by an individual other than the account holder, who explains that they are also an owner of the property, in addition to the listed account holder, we do verify this claim via public property records, and if verified, will add their name to the account for the purposes of sharing account information.

DEFINITIONS

APPLICANT - Person applying for utility service from the Borough.

ARREARS - Unpaid utility billings which were not paid by the stated due date on the bill.

BILLING PERIOD - Bills for utility service are issued at intervals of approximately thirty (30) days.

CUSTOMER - Property owner and/or user of the Borough's utility service.

DELINQUENT BILL - A bill for which payment has not been received by the stated due date on the bill, meaning the gross bill is due and the customer's account is in arrears.

DEPOSITOR - Person who provides the Borough with a cash deposit required for utility service.

GOOD CREDIT RATING - The rating of a user who has had service, and whose service has not been terminated or discontinued, nor has there been a delinquent bill during the most recent twenty-four (24) consecutive months.

GROSS BILL - The amount on the bill which is due after the date shown on the bill rendered. The gross amount is the amount of the net bill plus a two and one-half percent (2.5%) penalty on Electric, Gas, Water, Sewer, Refuse, and Storm Sewer charges.

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 5:00 P.M., excepting certain holidays observed by the Borough.

PAST DUE AMOUNT - The amount of a gross bill(s) 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 - Owner of the property to which the utility service is rendered.

REGULAR WORKING HOURS - Monday through Friday, 8:00 A.M. to 3:30 P.M., excepting certain holidays observed by the Borough.

UNIT - Electric – Energy: 1 Kilowatt-hour, Demand: 1 Kilowatt, Gas - 100 cubic feet, Water - 10 Cubic feet, Sewer - 10 Cubic feet of water.

USER - Person who takes delivery of the utility services rendered to a property.

UTILITY SERVICES - For purposes of this manual, Borough of Chambersburg utility services shall include electric, gas, water, sewer, refuse, storm sewer and any service charges such as those enumerated in Schedule B and Schedule C of the appendix.

CHAPTER 1
DEPOSIT PROVISIONS

1. **CASH DEPOSIT**

- A. **Amount of Residential Deposit** - Prior to utility service being rendered to a property in the name of a customer, a cash deposit must be paid in full in accordance with Schedule A (See Appendix). Pledges or promises to pay will not be accepted in lieu of a full deposit. The residential utility service deposits as set forth in Schedule A reflect one month (average) peak usage for each class of service. This Schedule of Deposits may be adjusted annually by the Borough's administrative staff to reflect the average peak usage in the previous twelve (12) months. Deposits for existing customers will not be changed based on changes in Schedule A except as the Borough may require in accordance with Chapter 1, (3). Should a customer undertake any activities that will result in a change in the Class of Service for any utilities for which they are currently being billed, an additional deposit may be required if the required amount for the new Class of Service is greater than that required for the existing Class of Service. Current (non-expired) picture identification (U.S. driver's license, a U.S. state or federally-issued ID card, or a government-issued passport) will be required when setting up any new service. This ID will be scanned and stored for internal use by the Borough. A customer applying for service will be asked to sign a "Utility Security Deposit Form". By signing this form, a tenant gives the Borough permission to inform the landlord or landlord designee of the status of the tenant's utility account. Refusal to sign this release will result in an inability for the Borough to place services in the name of the tenant.
- B. **Amount of Commercial/Industrial Deposit** - Prior to utility service being rendered to a property in the name of a customer, a cash deposit must be paid in full. Pledges or promises to pay will not be accepted in lieu of a full deposit. Commercial/industrial cash deposits are determined on a case-by-case basis, by analyzing historical usage for the facility in question, or in the absence of any such historical usage, the historical usage by a facility, or facilities, that the Borough, in its discretion, determines to be reasonably comparable to the facility in question. The most recent twelve (12) occupied/operational months of utility consumption history for each Class of Service being requested is examined, with the resulting deposit amounts being equal to approximately eighty percent (80%) of the maximum monthly amount charged for each Class of Service, respectively, during the examined twelve (12) months. At no time shall cash deposits for any Class of Service for water service be less than twenty dollars (\$20.00), and no less than twenty-five dollars (\$25.00) for sewer service.

Deposits for existing customers will not be changed, except as the Borough may require in accordance with Chapter 1, (3). Should a customer undertake any activities that will result in a change in the Class of Service for any utilities for which they are currently being billed, an additional deposit may be required if the required amount for the new Class of Service is greater than that required for the existing Class of Service. Current (non-expired) picture identification (U.S. driver's license, a U.S. state or federally-issued ID card, or a government issued passport) will be required when setting up any new service. This ID will be scanned and stored for

internal use by the Borough. Alternatively, the customer may also present a certificate of good standing from the Pennsylvania Department of State and documentation that establishes the individual's right to enter into transactions on behalf of the business entity that will be utilizing the property. A customer applying for service will be asked to sign a "Utility Security Deposit Form". By signing this form, a tenant gives the Borough permission to inform the landlord or landlord designee of the status of the tenant's utility account. Refusal to sign this release will result in an inability for the Borough to place services in the name of the tenant.

- C. Adequate Assurance Deposit – The Borough has the right to require adequate assurance deposits at the times and in the amounts as permitted in the Bankruptcy Code.
- D. Refund of Deposit - A cash deposit shall be refunded under any of the following circumstances:
 - (1) Upon termination or discontinuance of service, the deposit, including accrued interest, will be applied against any outstanding balance for utility service and the remainder, if greater than \$1.00, refunded to the depositor. Generally the customer should expect to receive their check refund or statement of balance owed within two weeks of discontinuing service.
 - (2) After twenty-four (24) consecutive months without termination, discontinuance of service, or delinquency, the deposit, plus accrued interest, will be refunded to the depositor. If the customer's account becomes delinquent in the future, the Borough reserves the right to require a new deposit based on the latest Schedule of Deposits, or as determined to be applicable in the case of Commercial/Industrial deposits. Customers may be required to provide a new deposit if they have been delinquent in the payment of any two consecutive bills, or three or more bills, within the preceding (12) twelve month period. The landlord of the depositor receiving the refund will be notified in writing of the good credit refund to his/her tenant. Moreover, the landlord of the depositor would not be held responsible to the Borough for the amount of the deposit, excluding interest, refunded to his/her tenant for good credit. Subsequently, if the Borough is unable to collect a delinquent bill(s) from that depositor, and the Borough has not required the customer to provide a new deposit under the same section, the landlord will be responsible for only those uncollected amounts greater than the deposit refund.
 - (3) If at any time the property owner (landlord) with a good credit rating makes a written request that the deposit be waived or reduced for his/her user, the deposit, plus accrued interest, will be refunded to the user.
 - (4) If at any time the property owner with a good credit rating makes a written request to have the user's utilities placed in the property owner's name, the

deposit, plus accrued interest, will be refunded to the user.

- E. Interest Rate on Deposit - A deposit will earn interest at the composite rate of all Borough Operating Funds investments compounded monthly. However, interest will not be calculated and credited in the month that the deposit is placed with the Borough.
2. DEPOSIT EXCEPTIONS - For new applicants a deposit will not be required when an applicant satisfies at least one of the following:
- A. An applicant was a user for the last 24 months and had a good credit rating with the Borough;
 - B. The property owner whose property is served and who has a good credit rating makes a written request of the Borough that the deposit be waived (or reduced) on behalf of the user;
 - C. The property owner whose property is served and who has a good credit rating makes a written request of the Borough to have the utilities in his/her name instead of the user's name;
3. SPECIAL DEPOSIT REQUIREMENTS FOR EXISTING USERS - The Borough may require a deposit of a customer who does not currently have a deposit posted within fourteen (14) calendar days of the date of notice under the following circumstances:
- A. A customer has been delinquent in the payment of any two consecutive bills or three or more bills within the preceding twelve (12) months period. For purposes of this standard, a customer is considered delinquent if his/her balance due remains outstanding on the second business day after the due date, as stated on the bill itself.
 - B. A user becomes responsible for the deposit when his/her property owner or another property owner has transferred the deposit requirement to the user.
4. SPECIAL DEPOSIT REQUIREMENTS FOR USERS WITH TERMINATED SERVICE – If not already in escrow, a customer whose service has been terminated for nonpayment may be required to pay the required deposit in full, plus past due amounts and reconnection fees, if applicable, prior to utility service being restored to that customer's name.

CHAPTER 2

METER READING AND BILLING PROVISIONS

1. UTILITY METERS AND METER READINGS – Utility service furnished to a property is measured by a meter at that property for the electric, gas 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 unless a special meter is secured by the customer. Regarding the refuse and storm sewer service, there is a charge established for the service that is rendered, or made available to the property, whether used or not. The Storm Sewer service fee may be billed on a separate invoice or on a customer's utility statement and collected along with other fees for other services provided by the Borough, at the Borough's sole discretion.

Where the meter is used to measure the service rendered to the property, the meter is the property of the Borough of Chambersburg, but in the care and custody of the user. The Borough shall inspect, test, adjust, maintain and/or replace such meters at its own expenses, except that any meter damaged in service through the negligent act or omission of the property owner, or his/her tenant or 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 property ingress/egress and passageway for meter access by the Borough. Tenants must have direct access to their rental unit breaker panel. Additionally, users 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 at the property. 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 may result in the termination of utility service until suitable access is provided.**

2. METER ACCURACY - The accuracy of the Borough's electric, gas, and water meters shall be determined in accordance with the rules and regulations of the Public Utility Commission of the Commonwealth of Pennsylvania. Upon request of any customer, the Borough will remove the meter from the customer's premises and test the accuracy of the meter. If the meter is found to register a greater quantity than has passed through it, to a degree exceeding the tolerance of accuracy provided by the Public Utility Commission for such cases, no charge shall be made for the test, and the bills for the particular utility service, on the basis of the

registration inaccuracy of the meter, may be adjusted on an equitable basis, for a period of not more than the three (3) billed cycles preceding the removal of the meter.

If the meter is found to register a smaller quantity than has passed through it, or to be within the prescribed tolerances of accuracy, a charge shall be paid by the customer for the testing of the meter in accordance with Schedule C (See Appendix) adopted from time to time by resolution of the Mayor and Town Council of the Borough of Chambersburg. Upon prior request, the customer may witness the meter test during the Borough's regular working hours.

3. BILLING PERIOD AND ESTIMATED BILLS – Bills for utility service are issued at intervals of approximately thirty (30) days, and charges shall be payable at the Borough offices on a net basis, to and including the due date shown on the bill rendered. Thereafter the gross bill shall become due and payable. Failure to receive a bill shall not entitle a user to an extension of time for payment. Any user whose account for utility service is in arrears shall pay the gross amount of each bill until all outstanding indebtedness is paid. 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) and existing weather conditions 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. Bills include balances due for applicable metered, flat rate, and other applicable utility service charges. Customers are to immediately contact the Borough Office, Department of Finance, 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. APPLICATION OF MINIMUM/CUSTOMER/READINESS TO SERVE CHARGES – The Minimum/Customer/Readiness to Serve charges are assessed monthly, for each respective utility, provided: (in the case of electric service) the meter remains in place or (in the case of natural gas or water and/or sewer service) the property remains physically connected to the natural gas or water and/or sewer system. Although no usage may be recorded during the course of a billing period, utility accounts will remain subject to the monthly application of the Minimum/Customer/Readiness to Serve charges, as may be amended from time to time by Borough Council, which will vary depending upon the type and class of service.
5. BUDGET BILLING - The Budget Billing Plan is a plan to level out payments for residential electric customers or for those residential customers who use natural gas for heating. It is being offered as a convenience for the Borough's residential customers. Instead of paying larger bills during peak heating or cooling periods, customers pay their total annual cost of fuel in monthly installments under the

Budget Billing Plan. There is no extra cost to the customer under this billing plan, and the customer ultimately pays for only the electricity or gas that is actually used.

The monthly average payment amount will be based on one-twelfth (1/12) of the actual usage over the most recent twelve (12) months. The twelve months' usage figure is calculated by adding the customer's current metered usage and the previous eleven (11) months' usage. The usage is billed each month at the current applicable rate.

If a customer is new or moves to a new location, that customer will have no history of electric or gas usage in the new residence. In that case, the Borough will estimate the previous twelve months' usage. Each time the Borough reads the meter, the actual usage will replace the estimated figure for the similar period, until the Borough has a full twelve month history.

By always using the latest twelve months' usage, the plan adjusts to changes in the customer's use of utilities. However, because of this self-adjusting feature, the customer's bill may fluctuate slightly from month to month. The customer's account will be reconciled annually, during the May - June billing cycle. The reconciliation may result in a charge or credit to the customer.

Residential customers may participate in the Budget Billing Plan by applying at the Borough Office, 100 South Second Street, Monday through Friday, from 8:00 A.M. to 5:00 P.M. **Customers may make application from March 1 to August 1 of each year.** Customers are eligible for the Budget Billing Plan only if there are no past due bills for municipal services with the Borough on their utility account, or associated with the property in question, or any other property under the ownership of the applicant. 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. Converting to the plan could take up to a month depending on the date requested, and the date that the account is billed by the Borough.

6. PROPERTY OWNER RESPONSIBILITY UPON EXTENDED TERMINATION OF SERVICE(S) – At any time after utility service has been terminated at a unit for a period of thirty (30) days, and no payment has been made to reconstitute service, a final bill may be issued to the customer, and any existing security deposit applied against that final bill. Utility services and the billing therefore will then automatically be placed in the name of the property owner, until such time as other arrangements are made with the Borough to bring service (back) under the name of another.
7. AUTHORITY TO FINALIZE UTILITY ACCOUNT AND ISSUE FINAL BILL – In the event of a customer or user filing bankruptcy; or should the Borough be advised that the property is the subject of a pending tax, sheriff, or judicial sale; or should an account go unpaid for a period of ninety (90) days, the Borough reserves the right to finalize the existing account, issue a final bill, and create a new account for the property in the property owner or user's name, in order to preserve the

Borough's rights to collect all outstanding debts.

8. THIRD PARTY NOTIFICATION - Some customers may not understand the Borough's utility practices or be fully aware of the consequences of the termination notice. Additionally, some customers may be disabled so as to be unable to answer the door when a call is made by the Borough to terminate utility service. These customers, or a duly authorized agent acting on their behalf, may request that a third party be notified before utility service is terminated.

If a third-party notice is requested, a copy of the Termination Notice will be mailed to the third party approximately seven (7) days prior to the date of the scheduled termination. Although a third party may be notified that a termination is pending, a notice does not place any financial burden on that party to pay the bills for others, nor will it prevent termination if payment is not made.

CHAPTER 3

DISPUTE PROVISIONS

1. DISPUTING PROVISIONS OF THE UTILITY SERVICE MANUAL – In the event a customer desires to challenge the legality of any provision of this Utility Service Manual, the customer must file an action in the Court of Common Pleas of Franklin County, Pennsylvania.
2. DISPUTING A BILL OR THE BOROUGH'S IMPLEMENTATION OF ANY PROVISION OF THE UTILITY SERVICE MANUAL – If at any time within the seven (7) day period of the date of a delinquent notice, the customer advises the Borough in writing, that he/she disputes liability for any part of the bill as rendered, or disagrees with the manner in which the bill amount was arrived at, a time and date will be fixed for a hearing before the Borough Manager or Assistant Manager, at which time the customer can state his/her claim. A customer who files an informal hearing request must declare under oath or affirmation that the request was not executed for the purpose of delay. The hearing will be within seven (7) days from the date of notifying the Borough Office that the customer disputes the billing. At the hearing, the customer may appear in person, be represented by an attorney-at-law and bring any witnesses he/she may desire to have at the hearing. When the Borough has been informed of a dispute in accordance with the above provisions, the termination of the utility service will not take place until the customer has been issued a written response from the Borough Manager or Assistant Borough Manager. However, the termination of utility service shall take place for nonpayment of all undisputed portions of the bill in accordance with provisions of Chapter 5. If it is determined that the customer is responsible for any part or all of the bill, the customer will be given a **Termination Notice** if full payment of the amount determined to be due is not received at that time. If full payment of this amount is not received within seven (7) days of the Termination Notice, the service will be terminated without further notice.

Failure by the Borough to arrange a hearing within seven (7) days of notifying the Borough does not relieve the customer of any responsibility for payment. Additionally, the termination of utility service shall take place for nonpayment of all undisputed portions of the bill in accordance with Chapter 5.

The utility customer has a right to appeal to the Mayor and Town Council, a decision of the Borough staff in the implementation and interpretation of the Borough's utility service provisions. However, appeal to the Mayor and Town Council does not stop any utility service termination procedure prior to the Mayor and Town Council considering the customer's appeal.

CHAPTER 4

PAYMENT PROVISIONS

1. (A) Bills for electric, gas, water, sewer, refuse, and storm sewer related charges, fees, and assessments will be issued at intervals of approximately thirty (30) days. Partial month and final billings shall be issued in accordance with Schedule D of the Appendix. All charges shall be payable at the Borough Office on a net basis, up to and including the due date shown on the bill rendered. However, one grace day shall be allowed extending the net basis until 5:00 p.m. on the next business day following the due date. Thereafter, the gross bill shall be due and payable, in an amount equal to the net bill plus two and one-half percent (2.5%), applied to unpaid utility service charges. Failure to receive a bill shall not entitle a customer to an extension of time for payment. Any user whose account for utility service is in arrears shall pay the gross amount of each bill (including all applied interest and penalties) until all outstanding indebtedness is paid.
- (B) The Borough has office hours from 8:00 A.M. to 5:00 P.M., Monday through Friday. Utility bills can be paid at the Borough Office, 100 South Second Street. Please bring your billing statement when paying at the Borough Office.
- (C) The Borough has two night depository boxes that can be used to make payments. Both are located at the Borough Offices: one by the drive-through window, and the other at the front of the building, and are available twenty-four (24) hours a day. Please include your utility bill stub with payment in the depository. Payments received after 3:00 p.m. are deemed to be received the next business day.
- (D) The Borough offers automatic bank draft, known as PETE (Payments Easily Transferred Electronically). Contact the Borough office to request an application.
- (E) The Borough now offers an online payment option and a payment by

telephone option. Details are available on your utility bill, on the Borough website - www.chambersburgpa.gov, or by contacting the Borough Office.

- (F) 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 within fourteen (14) days after the date of the delinquent notice shall be cause for the termination of utility service until payment in full is made of all outstanding charges for utility service. 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 Schedule B (See Appendix) adopted from time to time by resolution of the Mayor and Town Council.
 3. Late Payments
 - A. If a late payment results in the administration of a notice of pending termination, or a notice of termination, a service charge shall be assessed in accordance with Schedule B. A service charge equivalent to the maximum amount allowed by law shall be assessed for a customer's check returned by the Borough's depository bank.
 - B. If a customer's checks are returned to the Borough by the customer's bank two (2) times in a twelve (12) month period, the Borough may require the customer to pay by cash, certified check or money order for a period of twelve (12) months.
 5. Each customer shall pay for utility services furnished to his/her premises until proper 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 the premises. When service is discontinued at any customer's premises, a bill for service will be rendered and shall be payable on a net basis, to and including the due date indicated on the bill and on a gross basis thereafter.
 6. The Borough reserves the right to allocate payment among each utility service as it sees fit in its sole discretion.
 7. If a bill for utility services remains unpaid after thirty (30) days, the Borough shall have the right to proceed with debt collection procedures, which may include, but not be limited to, forwarding the claim to a collection agency, placing a lien on the real property, and filing a civil suit. Furthermore, a writ of scire facias may be issued under the Municipal Claims and Tax Liens Act, 53 P.S. §7101 to enforce the lien by sale of the property. All past due accounts are subject to all related collection costs, including but not limited to, reasonable interest, reasonable attorney's fees

at rates as adopted by the Borough from time to time, court costs, and reasonable collection agency fees. If a tenant does not pay, **the property owner shall remain liable for the payment of all utility services irrespective as to whom the bill is rendered.** By holding the property owner responsible, the Borough ensures that the balance of the utility customers, our citizens, will not have to unnecessarily absorb the costs of others' unpaid utilities, through utility rate increases. Additionally, the property owner will need to collect any debt from the tenant himself/herself without further involvement from the Borough. The Borough encourages property owners to actively know their tenants' utility account status.

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, except for situations where a tenant is the user of utilities that are in the landlord or property owner's name, in which case termination shall be in accordance with Section 7, below:
 - 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.
 - B. Termination Notice - When payment is not received within seven (7) days after the date of notice shown on the Delinquent Notice, the Borough shall advise that the termination of service will occur within seven (7) days if full payment is not received. The Borough will leave a **Termination Notice** either with the customer or post it on the customer's premise if full payment is not received by that time. A service charge in accordance with Schedule B will be assessed at the time a termination notice is created due to a lack of payment in full. A copy of the Termination Notice will be sent to the property owner of a user and/or the person whom the customer has named as a third party designee (if any).
 - C. Termination and Notice After Termination - When payment is not received within seven (7) days after the date on the Termination Notice, the Borough will terminate utility service at that time, if full payment is not received, and leave a **Notice After Termination** with the customer, or attached to the customer's premises. A service charge in accordance with Schedule B will be assessed at the time a termination notice is created due to a lack of payment in full.
2. **In the event of non-payment, it is the general practice to terminate electric service initially, if electric service is provided by the Borough. Should the account not be paid in full upon issuance of the successive billing period's invoice, water and gas service may then be terminated as well. Should electric service be provided by a party other than the Borough, in the event of non-payment, water and/or natural gas service may be terminated initially. The termination of utility service(s) may result in a violation of the Borough's Property Maintenance Code. Section 108.1.3 of the currently adopted**

Property Maintenance Code, which reads, “Failure to correct the violation of the Property Maintenance Code shall be cause for vacating the premises and placarding of the premises as unfit for human habitation”.

3. TERMINATION EXCEPTIONS

- A. Except in an emergency or as a protection of life or property, the Borough will not terminate utility service 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 contacted the Borough within seven (7) days of the date of notice shown on the Delinquent Notice:
1. The customer claims inability to pay an outstanding bill in full but pays an acceptable portion 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 Administrative Services Supervisor, or designee, only on special, limited occasions not to exceed once every 12 months (example: excessive medical bills for one month). In the event that a customer breaches such an agreement, the Borough shall attempt to contact the customer in accordance with Chapter 5, 1(B). If the breach is not rectified within seven (7) days of the Termination Notice, the service will be terminated without further notice
 2. For residential accounts only, the Borough is in receipt of a written medical certification from a registered Medical Doctor, Physician's Assistant, or Licensed Practical Nurse, stating that a seriously ill person residing in the premises is receiving the utility service, and that his/her health would be adversely affected by service termination. A written certification must be completed to the Borough's satisfaction. Certifications must be received prior to termination of service, in order to stay such termination. Receipt of certification after termination of utilities has taken place will not result in the restoration of service, in the absence of payment necessary to restore service under normal circumstances. To obtain a medical waiver to prevent termination of service for nonpayment of charges during the December 1st to March 31st 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 payment acceptable to the Borough on his/her utility bills. In the instance of each unique account, certification may be renewed one time in the same manner (a new written medical certification is required) and for the same period as the initial certification, provided the customer is making payments acceptable to the Borough on his/her outstanding utility bills. If payment is not received in full by the expiration of the medical certification(s), the Borough shall notify the customer as in Chapter 5, 1(B). If full payment is not received within seven (7) days of the Termination Notice, the service will be terminated without further notice. A tenant's landlord will be notified in writing of the existence of a written medical certification and the expiration date of the certification.

- C. Generally, the Borough will not terminate utility service for a delinquency amount totaling less than \$20.00, but will instead roll that outstanding balance forward to the next month's utility bill, as arrears, and subject to all applicable late fees.

4. **TERMINATION PROCEDURES RELATED TO MOVING**

A. Account In Arrears:

When a utility account is in arrears, service cannot be transferred to a new customer until the arrears is paid in full. In any case in which utility services have already been terminated, or are scheduled for termination on the same day as any such request to transfer service is received, all arrears, plus restore fees if utility services have already been terminated, must be paid in full, before service will be restored and/or transferred to a new customer.

B. Moving out of a rental unit:

If the utility customer notifies the Borough of their intention to move, the customer has the responsibility of notifying the Borough a minimum of five (5) working days prior to the move-out date so that the Borough may arrange to either disconnect service or transfer utility service to the landlord; and a reasonable time thereafter to enable the Borough 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 the minimum/customer/readiness to serve charge per meter plus any usage. The customer is responsible for billings for utility service 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 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. Gross, net, and late charges shall apply at the move-out location through the final billing period. 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. Moving out of an owner-occupied property:

If the utility customer notifies the Borough of their intention to move, the customer has the responsibility of notifying the Borough a minimum of five (5) working days prior to the move-out date so that the Borough may arrange for reading the meters, 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 reading date for that meter. The final bill will consist of the readiness to serve charge per meter plus any usage. The customer is responsible for billings for utility service 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 service location 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. Gross, net, and late charges shall apply at the move-out location through the final billing period. 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.

D. 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. The Borough shall inform all parties of any request to terminate service so that landlords may make proper arrangements for the continuation of heat or other utility service. 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.

E. 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 exercise any and all available remedies at law or in equity for the collection of utility service charges.

5. **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 quality of services to its other customers.
- (8) Upon obviously vacating of the premises by a customer who is delinquent in his/her 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 give notice by a representative of the Borough for any of the following reasons:

- (1) The customer's failure to update his/her 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 ingress/egress and 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 coal, ashes, rubbish or in any

other manner.

6. **WINTER TERMINATION FOR NONPAYMENT** - In order to prevent undue hardship during winter months, the Borough generally will not terminate utility services used for heating purposes during the period of December 1st to March 31st. However, the Borough will follow procedures for the termination for nonpayment set forth in Chapter 5, (1) and terminate utility service 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 the utility service cannot be terminated from December 1st to March 31st.
- B. The customer does not make payment acceptable to the Administrative Services Supervisor, or 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 inform the property owner, via mailed notice, so that he/she can protect his/her property. If the property owner requests, utility service can be placed in his/her name provided he/she makes payment in full on the past due amount of the billing at that time.

NOTE: If the customer's service is not subject to termination during the period of December 1st to March 31st, the Borough will forward **Winter Notices** indicating the amounts due and that failure to make payment will result in the termination of utility service after March 31st. A copy of the **Winter Notice** also will be sent to the property owner of a user and/or the person whom the customer has named as a third party designee (if any).

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

- A. 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.
- B. **Request for Termination of Service by Property Owner** - Should a property owner wish to have utility service terminated to a residential rental unit, the property owner must present to the Borough a signed and notarized form executed by the property owner under penalty of perjury that provides that all of the dwelling units are either unoccupied or the tenant-occupants have

consented in writing to the discontinuance.

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 service charges - a service charge is assessed to a customer when it is necessary for the Borough to create a delinquent notice, or terminate utility service. The service charge is assessed for each instance in which a notice is created. The amount of the service charge appears on Schedule B.
- C. Full payment of any reconnection charges - a reconnection charge is assessed to a customer when it is necessary for the Borough to visit the customer's premises with the instruction to reconnect service following the termination of service. The charge is assessed for each service which must be reconnected. The amounts of the charges appear on Schedule B.
- D. Full payment of any deposit required in accordance with Chapter 1.
- E. In any case in which utility services have already been terminated, or are scheduled for termination on the same day that a request to transfer service is received, all arrears, plus restore fees if utility services have already been terminated, must be paid in full, before service will be restored and/or transferred to a new customer.
- F. Payments for restoration of service may be made at the Borough offices, 100 S. Second Street, (264-5151) (TDD 261-3227) 8:00 a.m. - 5:00 p.m., Monday through Friday or at the Utility Service Center, 80 S. Franklin Street, (263-4111) (TDD 261- 3227) 5:00 p.m. - 10:00 p.m., Monday through Friday and 8:00 a.m. through 10:00 p.m., Saturday and Sunday. When paying at the Service Center, please have exact cash, check or money order.

CHAPTER 7

SERVICE LIMITERS

During winter months (December 1st through March 31st), when the Borough generally does not terminate electric service for non-payment, the Borough may use service limiters

instead of actually disconnecting service to dwellings with delinquent utility bills. An electric service limiter is a device installed at the meter which limits the amount of electric current that the customer is able to use at any one time. If the customer uses more than the prescribed amount of current, a circuit breaker on the limiter will trip. Before attempting to restore service, the customer should reduce the amount of electric current being used. Limited service should be enough to operate a furnace.

Customers will be notified of the delinquent amount due seven (7) days prior to the placement of the service limiter. Instructions on how to use the service limiter will be provided. Service limiters will be removed after payment of the delinquent bill plus service and reconnection charges. The amount of those charges appears in the Appendix, Schedule B.

CHAPTER 8

REMOVAL OF ELECTRIC METERS

Upon twelve (12) consecutive months of an electric service meter being turned off, the meter may be removed. Service may be reconstituted at the request of the property owner, subject to applicable reconnection inspections, and fees.

CHAPTER 9

RESIDENTIAL WATER LEAK ADJUSTMENT

If the customer feels that a water leak is the cause of an increase in usage as reflected on a monthly water bill in comparison to normal, average water usage histories, then he/she may be eligible for a water leak adjustment.

Upon receipt of written evidence that the leak has been identified and repaired, such as an invoice from a plumber, the Water Superintendent or his/her designee, will authorize that a leak adjustment to the monthly water bill in question be applied.

The water leak adjustment will be calculated and applied in accordance with Schedule E (See Appendix).

The water leak adjustment is available to any residential water customer, or any customer with a service equal to or less than $\frac{3}{4}$ ", on a one-time basis. The Borough reserves the right to refuse granting a water leak adjustment for any of the following reasons.

1. The customer is not a residential customer.
2. The customer has been granted a water leak adjustment in the past at the same residence.
3. The Borough determines that the increase in the monthly water bill in question is neither indicative of a water leak nor a significant increase to warrant the granting of

an adjustment.

CHAPTER 10

SANITATION AND STORM SEWER – NO OPT OUT PROVISION

The Borough provides Sanitation and Storm Sewer services to as many different types of customers as possible. The way the cost of trash, recycling, and stormwater collection is kept low, is to require that all property owners use the Borough Sanitation Department and storm sewer services. By creating a pool of users, the cost of operating these services can be spread fairly across all customers. For this reason, individual customers may not opt out of the trash, recycling, or storm sewer program. Pursuant to local law, every potential customer, unless the customer uses a collection method that cannot be provided by the Borough (i.e. roll off dumpster or compactor) must be a Borough customer. In addition, the level of service paid for by every residential and residential-style customer is the same. One cannot customize their level of service by decreasing the service collection interval to less than once per week, or the number of bags (cans) of trash disposed of, below that limit set for all customers. The purpose of this mandate is to fairly and equally distribute the cost of this non-profit community service across all property owners. Customers who believe that they have been incorrectly billed for sanitation or storm sewer services may appeal their invoice in accordance with the provisions of Chapter 3, herein. However, there are no grounds upon which to request to opt out of the Borough Sanitation Department or storm sewer services.

APPENDIX

SCHEDULE A

RESIDENTIAL CASH DEPOSITS

<u>CLASS OF SERVICE</u>	<u>AMOUNT</u>
<u>Electric (light and water heater only)</u>	<u>\$ 85.00</u>
<u>Electric heat (light, water heater and heat)</u>	<u>\$180.00</u>
<u>Gas (stove and water heater only)</u>	<u>\$ 35.00</u>
<u>Gas heat (includes stove and water heater)</u>	<u>\$195.00</u>
<u>Water</u>	<u>\$20.00</u>
<u>Sewer</u>	<u>\$25.00</u>

COMMERCIAL/INDUSTRIAL CASH DEPOSITS

Commercial/industrial cash deposits are determined on a case-by-case basis, by analyzing historical usage for the facility in question, or in the absence of any such historical usage, the historical usage by a facility, or facilities, that the Borough, in its discretion, determines to be reasonably comparable to the facility in question. The most recent twelve (12) occupied/operational months of utility consumption history for each Class of Service being requested is examined, with the resulting deposit amounts being equal to approximately eighty percent (80%) of the maximum monthly amount charged for each Class of Service, respectively, during the examined twelve (12) months. At no time shall cash deposits for any Class of Service for water service be less than twenty dollars (\$20.00), and no less than twenty-five dollars (\$25.00) for sewer service.

SCHEDULE B
SERVICE AND RECONNECTION CHARGES

1. Returned Check Charge Maximum Amount Allowed By Law
2. Service charge for administration of Termination Notices \$7.00
3. Reconnection charges ***

Sanitary Sewer Charges: As set forth in Chapter 242

Industrial Waste Charges: As set forth in Chapter 242

Garbage Grinder Charges: As set forth in Chapter 242

Electric Charges: As set forth in Chapter 135

Gas Rates: As set forth in Chapter 160

Water Rates: As set forth in Chapter 292

Storm Sewer Service Fee: As set forth in Chapter 251, in accordance with a schedule of fees and assessments

Sanitation Charges: As set forth in Chapter 248, in accordance with a schedule of fees and assessments

FOR RESIDENTIAL CLASS CUSTOMERS ONLY

FIRST DISCONNECTION (ONCE PER ACCT)

<u>TIME OF RECONNECTION</u>	<u>At Meter</u> AMOUNT	At Pole or Pad Mntd <u>Serv. Pt****</u> AMOUNT
* Regular working hours	\$0.00/meter	\$0.00/meter
** After regular working hours	\$30.00/meter	\$45.00/meter
** Sunday and Borough observed holidays	\$46.00/meter	\$61.00/m e t e r

SECOND DISCONNECTION OR GREATER (PER ACCT)

<u>TIME OF RECONNECTION</u>	At Meter AMOUNT	At Pole or Pad Mntd Serv. Pt**** AMOUNT
* Regular working hours	\$30.00/meter	\$45.00/ meter
** After regular working hours	\$60.00/ meter	\$75.00/ meter
** Sunday and Borough observed holidays	\$76.00/meter	\$91.00/ meter

ALL RECONNECTIONS FOR OTHER CUSTOMER CLASSES

BASED UPON NECESSARY STAFF AND EQUIPMENT – RATES AS LISTED IN THE BOROUGH OF CHAMBERSBURG’S MASTER FEE SCHEDULE

- * (Regular working hours - 8:00 A.M. to 3: 00 P.M. for above service)
- ** (After Hours 3:00 P.M. to 10:00 P.M. Monday through Friday 8:00 A.M. to 10:00 P.M., Saturday, Sunday and Holidays)
- *** These rates shall be based on the current "Charges For Service Order Billing" as posted by the Borough's Utility Departments.
- **** There will be separate charges for disconnections & reconnections at the Pole.

SCHEDULE C

METER TESTING CHARGE

		<u>AMOUNT</u>
1. Electric (meter within tolerances or registering a smaller quantity)	single phase	\$50.00
	3-phase	\$65.00
2. Gas (meter within tolerances or registering a smaller quantity)	up to a 415 C.F.	\$30.00
	Larger Meters	Cost Incurred
3. Water (meter within tolerances or registering a smaller quantity)		
	All Sizes	Cost Incurred

SCHEDULE D

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 exceeds fifteen (15). 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. A fractional part of a month equal to or exceeding fifteen (15) days shall be considered a full month for the purpose of fees or assessments charged.
- B. A bill will be issued when a meter is removed or turned off after the route has been billed, in the following circumstances.
1. Electric, Gas, Water and Sewer
If the Borough makes a trip to get a final reading, other than on the regular monthly reading date, a bill will be issued.
 2. Sanitation
601 15 Days
Cubic Yard Billings will be prorated for the number of days used

SCHEDULE E

RESIDENTIAL WATER LEAK ADJUSTMENT CALCULATION

Upon receipt of evidence that the water leak has been repaired, the Water Superintendent will authorize a leak adjustment to the monthly water bill in question as follows:

1. Average water usage of the previous six (6) months is used 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 the first six (6) months 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.
3. Leak volume is credited at 50%; therefore, the customer is liable for 50% of the volume of water that was billed as usage as a result of the leak. The Borough will credit the customer the remaining 50% of the leak volume.
4. The water leak adjusted bill that the customer is then responsible for is the six (6) month normal average water usage plus 50% of the determined leak volume.

An example of the water leak adjustment calculation:

1. A residential customer receives a monthly water usage bill of 120 units (1 unit = ten cubic feet) that he/she feels is indicative of a water leak at his/her residence. Upon fixing the water leak, and submitting a copy of a plumber's invoice to the Borough for verification that there was a water leak and it has been fixed, the Borough authorizes a water leak adjustment to be calculated.
2. The previous six (6) months of water utility bills indicate that the customer averages 60 units of water per billing period.
3. The average normal usage (60) is then subtracted from the monthly bill in question (120) and the leak volume is determined to be 60 units.
4. The Borough then credits the customer for 30 units (50% of the leak volume) and the customer is responsible for the remaining 50% of the leak volume, or 30 units.
5. The customer's monthly water usage bill after the water leak adjustment is then the average of the previous six (6) months of normal usage (60 units) plus 50% of the leak volume (30 units), for a total of 90 units.

The customer's monthly sewage usage bill will be adjusted in the same manner, as sewage usage is based off of a customer's water usage.

ENERGY CONSERVATION

Visit the Borough of Chambersburg at www.chambersburgpa.gov and click on the Electric Department for tips on energy conservation and more efficient use of electricity.

CUSTOMER ASSISTANCE PROGRAMS

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 Franklin County Board of Assistance. Those wishing to receive aid for the first time should call the Franklin County Board of Assistance Office at 262-6579 or visit their website at www.dhs.state.pa.us for an application.

ENERGY CRISIS ASSISTANCE PROGRAM (ECAP)

This program is the "emergency" portion of the LIHEAP program and is administered by the Commonwealth of Pennsylvania through the Franklin County Board of Assistance Office. In order to qualify for the ECAP 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 264-6121.

PROJECT H.E.A.T.

Project H.E.A.T. (Helping Everyone Avoid Termination) is a community effort to assist Borough utility customers with limited financial resources in the payment of their utility bills and deposits, provided the customer has been a resident of the Borough of Chambersburg for at least six months. Contributions received by the Borough from its utility customers, area corporations and community organizations are used to assist needy utility customers in the payment of their bills. Persons wishing to benefit from Project H.E.A.T. fund should contact the Salvation Army at 264-6169.

OPERATION CONCERN

Operation Concern represents and is supported by churches in the Chambersburg area. Financial help is given to persons and families as a "last resort". In cases of extreme emergency, depending on available funds, help with utility bills is possible. Call Maranatha Ministries at 261-1708.

WEATHERIZATION ASSISTANCE PROGRAM

This is a program to help people with limited incomes reduce their fuel bills, save energy and have warmer homes. Measures such as insulation, caulking, weather-stripping, hot water heater wraps, low-flow showerheads, heating system retrofits and energy education may be provided where applicable. The program is funded through Federal and Utility Company funds and is free of charge to income eligible households. Application may be made by contacting South Central Community Action Programs, Inc., (SCCAP) at 1-800-451-9869.