

**BOROUGH OF TOPTON**

**BERKS COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF TOPTON, BERKS COUNTY, PENNSYLVANIA, ESTABLISHING A POLICY FOR WATER AND SEWER/WASTEWATER ADMINISTRATION**

**RESOLUTION NO. 15-2026**

**RESIDENTIAL WATER AND SEWER SERVICE POLICY**

This policy has been established to provide the Borough of Topton Water and Sewer customers with information to understand the terms and conditions by which service is rendered. This policy shall apply to all residential properties currently serviced by the Borough's water and sewer systems. This policy includes terms of Resolution #13-2021, Resolution #24-2022, Resolution #6-2025 and Chapter 53 of the Borough of Topton codified ordinances, with amendments to include more specific details for billing, payments, fees charged, customer care, and resolution of bill and meter related matters. If you have questions concerning this Policy or if you desire other information regarding Borough Utility Services, please contact our Borough office.

**INTRODUCTION**

The Borough of Topton renders Water and Sewer Services to residential properties within the Borough. In order to have these utilities rendered to a residential property within the Borough, the Property Owner and/or the User must apply for service at Borough Hall, 205 South Callowhill Street, Topton, PA 19562, or contact our office at: (610) 682-2541 during normal business hours. Please visit our website at: [www. https://toptonborough.com](https://toptonborough.com).

The Borough of Topton 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 Water and Sewer Services from the Borough.

**ARREARS** – Unpaid bills which were not paid by the stated due date on the bill.

**BILLING PERIOD** – Bills for Utility Services are issued quarterly and include approximately 90 days.

**CUSTOMER** – A Property Owner of record with an account for Water and Sewer Services who is responsible for payment of the account.

**User** – As not defined as customer or property owner, but is a tenant /renter/leaser of the property.

**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 any applicable fees and/or penalty per month on Water and Sewer services.

FEE SCHEDULE – A list of set fees approved by the Borough Council.

NET BILL – The amount on the bill which is due up to and including the date shown on the bill.

NORMAL OFFICE HOURS – Listed on the Borough of Tipton 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 supplied.

REGULAR WORKING HOURS – Monday through Friday, as listed on the Web site.

TENANT- A person who is not the legal owner of record of a property serviced and resides at the property and uses the utility services.

UNIT –                      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 Tipton Utility Services shall include Water, Sewer, and any applicable service charges.

## **CHAPTER 1: METERS AND METER USAGE PROVISIONS**

### **UTILITY METERS AND METER READINGS**

Utility Services furnished to a property are measured by a meter at that property for 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 other arrangements are made with the Borough.

Where the meter is used to measure the services rendered to the property, the meter is the property of the Borough of Tipton, but in the care and custody of the User and/or Property Owner. 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, intentional act of tampering, 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 Water, shall be considered 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. Additionally, they have the responsibility to keep the meter free from obstructions by restraining pets or by removing obstacles, including the area around the meter, that the Borough might encounter at that property.

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. The Customer has a responsibility to provide a current, valid telephone number and/or email address to enable the Borough to contact the Customer.

## **CHAPTER 2: BILLING PROVISIONS**

- (1) Quarterly, on approximately the same dates, 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 quarterly, there are occasions when the Borough will have to estimate the Customer's 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.
- (2) Bills for Utility Services are issued at intervals of approximately 90-100 days. This means that the Customer's bill is calculated and mailed on about the same day of each quarter. Customers are to contact the Borough immediately if they have any questions regarding their bill.
- (3) BUDGET BILLING PROGRAM-The Borough offers voluntary Budget Billing Program for all residential customers. This is a plan for customers to prepay their Water/Sewer bills ahead of time instead of providing the full payment at the end of a quarter. This plan will enable the customer to make regular payments as often as is preferred during each quarter rather than only quarterly payments. Each quarter consists of three months, so we will simply help you budget for each of your bills for the three months of the quarter.

**This is an "at will" program that the Customer is responsible to track themselves. The customer will get written instructions when entering this program but will not receive a monthly bill. The Borough will simply help budget for a quarterly bill over three months.**

Quarterly bills are issued four times per year in January, April, July, and October. The first three months are the starting point. The Borough will forecast the amount due throughout each quarter for the customer to budget. Using this program long term will help the customer reduce the risk of receiving a finance charge, late notice, or shut off notice. To take advantage of this program, the customer may visit the Borough Office to complete a form or call the Borough Office.

- (4) START AND END OF SERVICE BILLING/ FINAL BILLING GUIDELINES / TRANSFER OF SERVICE  
Whenever Water and/or Sewer service to any Property shall begin after the first day or shall terminate before the last day of any quarterly billing period, service for such period will require the meter to be read by the Borough and a final bill will be sent to the customer.

Final Water and Sewer Certification-The property owner, Tenant or entity acting on behalf of such, is responsible to order a final meter reading by sending their request in writing to the Borough Office. The request will require the date the service is to be ended and must include payment for the final reading. The fee must be paid in advance of the meter reading.

If the request for a final reading is received with more than 48 hours notice, the standard meter reading fee will be charged as per the Fee Schedule.

If notice is received on short notice, within a period of 48 hours, the short notice fee will apply as per the Fee Schedule.

The meter will be read by the Borough on the day before or day of the date requested. Should, for any reason, there be a need for the meter to be re-read, additional fees may apply at the discretion of the Borough. Any rescheduling of the reading that goes beyond 30 days will require a new final meter reading request and fee.

Note: The customer, regardless of who ordered the final reading, is responsible for any costs incurred to read the meter regardless of whether or not the service is transferred or terminated.

The final Water and Sewer bill shall be prorated equitably as follows:

(A) The final billing amount will be calculated as follows:

- (1) The portion of the bill identified as the infrastructure charges for water and sewer will be divided by the number of days in the quarter, e.g. 90 days, to provide a result for a per day cost, which is then multiplied by the number of days from the start of the quarter to and including the date of the final reading.
- (2) The water, included in the base rate per quarter, will be calculated by determining the value per gallon and will be multiplied by the number of gallons used from the start of the quarter up to and including the date of the final reading.
- (3) The sewer, included in the base rate per quarter, will be calculated by determining the value per gallon and will be multiplied by the number of gallons used from the start of the quarter up to and including the date of the final reading.
- (4) If applicable, any additional water and sewer, beyond the base rate amount that was used, will be added to the bill at current rates.

(B) If service is being transferred to another customer, the initial start of service bill for the new customer will reflect:

- (1) The cost for the balance of the infrastructure charge for the quarter;
- (2) The balance of the minimum water and sewer charge, if applicable; and
- (3) Any additional water and sewer usage at current rates used after the final reading for the previous customer, if applicable; and
- (4) A transfer of service fee.

This proration will also apply to accounts with a "zero" water balance.

(C) If service is ending, a final bill will include:

- (1) The calculation of water and sewer infrastructure costs; and
- (2) The calculation of water and sewer gallons used, if applicable; and
- (3) A disconnection fee; and
- (4) A meter removal fee, if applicable, pricing based on current Schedule of Fees for labor and equipment.

(D) RESTORATION OF SERVICE/ADDITION OF METER(S): When service to a Customer's premises has been terminated or a Customer requests an additional meter(s), the Borough will reconnect/install a meter(s) the service as soon as practical after receiving:

- (1) Full payment of any Past Due Amount, which appears on a specific Delinquent Notice, if applicable.

(2) 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.

(3) Full payment of any labor and equipment used, pricing based on current Schedule of Fees, and materials, pricing based on actual cost to the Borough, which are assessed to a Customer when the Customer requests the installation of a meter and a new account to be billed.

(5) REPLACING A METER: When a meter is no longer functioning properly, at the end of its useful life or is replaced at the request of the customer, then the old meter readings will be calculated, and the new meter will be read as regularly scheduled.

### **CHAPTER 3: DISPUTES**

#### **(1) DISPUTE OF BILL**

If, at any time, the Customer advises the Borough that he/she disputes liability 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 the Borough Council. The Borough will not terminate Services until such a complaint is fully investigated by the Borough and found not to be the result of error on the part of the Borough. Regardless of a dispute, the bill must be paid in full at the time a complaint is filed and remain paid in full until the dispute is resolved. If a refund is owed to the customer, it will be credited to the customer's water and sewer account.

#### **(2) DISPUTE OF METER ACCURACY**

All meters provided by the Borough comply with metering standards set by the American Water Works Association (AWWA). The accuracy of the Borough's water meters shall be tested upon the Consumer's or User's request. The written request shall be accompanied by a fee for the meter vendor's actual price of a new meter and the actual third party's price to test the existing meter. Additionally, the customer will be required to complete and sign a Chain of Custody Form provided by the Borough.

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, or does not meet the AWWA standards for accuracy, another meter will be substituted and the testing 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. Suspicion of tampering will be further investigated and if found, will result in termination of service under Chapter 5, Section 3(A) of this policy.

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

Water and Sewer bills will be issued quarterly to the Customer. 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. The Customer has the duty to notify the Borough if they have not received a bill.

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 the payment in advance of the due date. Payments received by mail will be dated as the date it was received at the Borough office and not based on the post mark.

When mailing the payment, the envelope must be addressed correctly and check(s) must be completed correctly. The Borough does not accept post-dated checks and will return such to the customer. The Borough has normal office hours Monday through Friday to receive payments.

Bills may be paid:

- (A) At the Borough Office in person.
- (B) Deposited into the night depository box mounted and labeled on the Borough office front door, which is available 24 hours per day for check payments only. No cash payments are acceptable in the box. The bill's remittance portion should be submitted with payment in the depository box. This box is checked daily when the Borough office is open. Each morning that the office is open, payments found in the box at 8:00AM will be considered received on the previous business day.
- (C) The Borough accepts payments made from your bank and mailed in check form to the Borough.
- (D) The Borough offers an online payment option which has a convenience fee. Please visit the website for further information.

- (1) Any Customer whose account for 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. Failure to pay all charges prior to 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 account balance.

If service is terminated under these conditions, a reconnection charge for terminated service shall be paid before that service is restored in accordance with RESOLUTION 24-2022 and as per the Fee Schedule.

- (2) A service charge shall be assessed for a Customer's returned payment by the Borough's depository bank, as per the current Fee Schedule. If the Customer's payment is returned to the Borough by the Customer's bank two (2) times in a twelve (12) month period, the Borough will require the Customer to pay by cash, certified check, or credit card for the next 24-month period.

When the Borough receives notification of a returned payment any time after the due date of the bill, the customer will owe all fees and finance charges, may be subject to service termination, and will be notified in writing of the total amount now due.

- (3) Each Customer shall pay for services furnished to their premises until written notice has been given to the Borough to discontinue service. When service is discontinued at a Customer's premises, a bill for service, including final usage between billing cycles, will be rendered as per the terms of Chapter 2, of this policy. 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. If the bill is not paid by the initial due date, a late fee will be applied. If the bill is paid and the Customer does

not include the late fee and/or the finance charge(s) with their payment, this amount is considered a balance due and the customer will be subject to receiving a termination notice and termination of service.

- (4) 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 there is a shut off for a rental property, the Utility Service Tenant Rights Act applies, requiring notice to the tenant.
- (5) Payment Plan: In the event a Customer cannot pay their bill in full by the due date, a payment plan may be available and agreed to at the discretion of the Borough Manager or authorized representative. If a payment plan is provided and payments are not made by the due dates agreed to, the payment plan will immediately cease and all payments are due immediately. A Customer that defaults on a payment plan will be ineligible for another payment plan for a 12-month period.

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

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

(A) Late Notice – When a payment is not received by the stated 30-day due date on the initial bill, a Late Notice shall be mailed to the Customer. Late notices will be mailed between 1 and 15 days after the initial due date and will include a late fee. This late fee is stated in Ordinance 07-2007 and on the Fee Schedule. Customer and User will be notified of late notices. The Customer will have an additional 37 days to pay their bill in full, including all fees. Please note, only one Late Notice will be mailed.

(B) 48 Hour Final Notice- Water service may be discontinued and shut off if payment is not received within the 37 day period from the date of the Late Notice. A 48 Hour Final written notice of service termination will be posted upon the service address 48 hours prior to the termination date stated in the Late Notice, and an additional charge will be applied for the posting of a 48-hour notice on the property, as per Resolution #24-2022. If payment is not received within 48 hours of posting, service will be terminated. This notice does not relieve the Customer of their obligation to pay all outstanding bills and charges.

(C) Termination for non-payment- A disconnection fee will be included in all charges as per the Fee Schedule. To reinstate service, the customer will be required to current all of the accounts outstanding balances and pay a service restoration fee, as per the Fee Schedule. The Borough will reinstate service within 72 hours of payment being received by Borough staff.

(D) If a Customer's service was terminated for non-payment and their account has an unpaid balance, the Borough reserves the right to refuse service at a new address within the Borough or Borough service area until the outstanding bill from a previous address has been satisfied.

#### **(2) TERMINATION EXCEPTIONS**

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:

- (A) On a Borough Holiday, Friday, Saturday, or Sunday;
- (B) Payment Plan-The Customer enters into a payment plan as per Chapter 4, Section 5. Payment Plan
- (C) Medical Waiver-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 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 prior to the termination date. 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 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 bills. If payment is not received in full by the expiration of the medical certification(s), the Borough will notify the customer in writing that service will be terminated 37 days after the expiration of the medical certification if full payment is not received.

### (3) 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 of service.
- (2) Where the placement of Borough's equipment is creating or contributing to a serious or hazardous condition.
- (3) Tampering with meters belonging to the Borough.
- (4) Repairs or emergency maintenance of Borough water lines, sewer lines, or other facilities.
- (5) When necessary to protect the Borough from theft, fraud or abuse.
- (6) An unauthorized connection.
- (7) The use of equipment which adversely affects the Borough's services to its other Customers, or where the Customers use of the service is creating a danger.
- (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, the use of a bad check to attempt to prevent service termination, or material misrepresentation of identity for the purpose of obtaining service.
- (11) The failure of a Customer to connect according to Borough policies.

(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:

The Customer's failure to provide free access to its meters 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.

(C) TERMINATION NOTICES TO LANDLORDS AND TENANTS FOR NONPAYMENT

(1) PROPERTY OWNER CUSTOMER- When a determination has been made that service shall be terminated for nonpayment of an amount due by a Property Owner of a dwelling occupied by a Tenant, 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 Tenants giving them the opportunity to assume utilities.

Regardless of whether a property being serviced by water and sewer is occupied by a Tenant or other user, the ultimate responsibility to satisfy any unpaid bills on a property is on the Property Owner. Water and sewer service are lienable services that allow the Borough to file actions against the title of the property to recover unpaid bills.

ASSISTANCE PROGRAM (if available)

Programs may be available. Consumers should contact Berks County for more information.

Attached Documents:

Water & Sewer Budget Billing Program Application

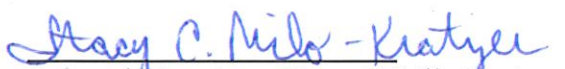
Request for Meter Testing


Water Meter Chain of Custody

**APPROVED** this 20<sup>th</sup> day of April 2026 by Borough Council of the Borough of Topton, Berks County, Pennsylvania.

**ATTEST:**

**BOROUGH OF TOPTON**

  
Borough Secretary, Stacy C. Milo-Kratzer

  
(Vice) President of Council, Toby C. Bower