

ORDINANCE 2017- 4

AN ORDINANCE SUPERSEDING ORDINANCE 1995-6, AN ORDINANCE ADOPTING RULES, REGULATIONS AND CONDITIONS APPLYING TO UTILITY SERVICE, AND SUPERSEDING ORDINANCE 2011-7, AN ORDINANCE AMENDING ORDINANCE NO. 1995-5 CONCERNING UTILITY RECONNECTION FEES, AND SUPERSEDING ORDINANCE NO. 2017-2, AN ORDINANCE AMENDING ORDINANCE NO. 2011-7 CONCERNING UTILITY RECONNECTION FEES

WHEREAS, the Common Council deems it in the best interest of the City of Rockport, Indiana (the "City") to update and combine its prior ordinance adopting rules, regulations and conditions applying to utility service, and the amendments thereto.

BE IT ORDAINED by the Common Council of the City:

Article I

That the following rules, regulations and conditions are hereby adopted as the rules, regulations and conditions applying to utility hereafter furnished by the City of Rockport, Indiana.

Article II

Section 1. Definition of Terms

(a) The term "utility" is herein used to designate the City of Rockport Utilities, which furnishes water, wastewater and sanitation services under these rules and regulations.

(b) The term "customer" is used herein to designate a person, partnership, association, firm, public or private corporation or government agency, applying for or using utility service supplied by the City.

Section 2. Application for Service

(a) A copy of the tariffs and standard terms and conditions under which service is to be rendered to the customer shall be furnished upon request at the Utility Business Office.

(b) A written agreement may be required from each customer before service will be commenced. A copy of the agreement shall be furnished the customer upon request.

(c) When the customer desires delivery of service at more than one point, a separate agreement shall be required for each separate point of delivery. Service delivered at each point of delivery shall be billed separately under the applicable tariff.

(d) The utility reserves the right to refuse to render service to any applicant indebted to the utility for service rendered at any location served by the utility prior to such application, until such indebtedness is settled to the satisfaction of the utility.

Section 3. Service Security Deposits

(a) A regular service security deposit fee is hereby established for both owner-occupied accounts and rental accounts in the sum of Fifty Dollars (\$50.00) for the water utility and Fifty Dollars (\$50.00) for the wastewater utility, except that, if there have been delinquent accounts associated with the customer, the service security deposit fee is hereby established in the sum of One Hundred Dollars (\$100.00) for the water utility and One Hundred Dollars (\$100.00) for the wastewater utility. The utility shall have reasonable time in which to read and remove the meters and to ascertain that the obligations of the customer have been fully performed before being required to return any deposit.

(b) Deposits shall be refunded without interest when the "LAST READ" statement has been paid.

Section 4. Payment of Bill

(a) The word "month" is hereby defined to be the elapsed time between the two (2) successive meter readings approximately thirty (30) days apart. In the event of the stoppage of or the failure of any meter to register the full amount of usage, the customer will be billed for such period on an estimated consumption based upon his usage in a similar period of like use.

(b) Bills will be rendered by the utilities to the customer monthly in accordance with the rate applicable to the customer's service. All bills are payable at the Utility Business Office by the 14th of each month. If the 14th falls on a weekend or holiday, the first working day following the 14th will be considered the due date for bills. A night deposit is provided at the Utility Business Office for the customers' convenience. Failure to receive the bill will not entitle the customer to the remission of any charge for non-payment within the time specified.

(c) The utility's rate schedule provides a delayed payment charge for failure to pay bills within a specified time. Such delayed payment charges shall be applied as stated herein: A

collection charge of 10% on all bills amounting to \$3.00 or less and 3% on the excess of all such bills amounting to more than \$3.00 will be added to the original bill if not paid on or before the time specified and/or in accordance with conditions set forth in the applicable rate schedules. When payments are made by mail, bills will be considered as having been paid on date of mailing as shown by the postmark.

(d) Payment must be made without regard to any counter claims, whatever, and failure to receive the bills does not relieve the customer of the responsibility for payment of the amount due. Payment by check which is subsequently returned to the utilities by a bank for any insufficiency shall not constitute timely payment of a bill. Further, a charge of \$25.00 will be made by the utilities against any customer's insufficient check.

(e) Payment on bill will be applied as follows: Water, Water Sales Tax, Water Penalty, Sanitation, then Sewer and Sewer Penalty.

Section 5. Discontinuance of Service

(a) Whenever a customer desires discontinuance of such service, he shall notify the utility, at the Utility Business Office, of such desire and of that date of which service is to be discontinued, sufficiently in advance of such date to provide a reasonable time for the utility to obtain the final meter readings. A customer shall not rely on his landlord to notify the utility of such discontinuance of service.

(b) The utility reserves the right to discontinue service for non-payment of bills and for other such reasons as stated in 170 IAC 6-1-16. All bills will be due and payable on the 14th day of each month. Customers who fail to pay on or before the 14th day of the month, will receive a written delinquency notice. Customers who have not paid their bills by the date as stated on this delinquency notice will have their service discontinued.

(c) When the utility service has been cut off upon customer's default, the utility will not be obligated to restore service until the customer has paid all bills due for service previously furnished as stated in 170 IAC 6-1-16 and has made a satisfactory deposit, if required, to insure future payment of bills. The reconnect fee payable to the City of Rockport, Indiana, for re-connection to the water utility is hereby established in the sum of Seventy-Five Dollars (\$75.00).

(d) The utility may disconnect service forthwith and without notice if the customer's wiring or other utility connections is found to be in a dangerous or unsafe condition, or is necessary to protect itself from fraud. The utility may deny service to anyone who is indebted to

the utility for service rendered at another location. Any discontinuance of service shall not terminate the obligations under the applicable tariff between the utility and the customer.

Section 6. Termination of Service

(a) The water or wastewater utility shall provide any residential customer whose account is delinquent an opportunity to enter into a reasonable amortization agreement to pay the delinquent account. Such an amortization agreement is to provide the customer with adequate opportunity to apply for and receive the benefits of any available public assistance program. The agreement must be subject to amendment at the customer's request if there is a change in the customer's financial circumstances.

(b) The water and wastewater utility may terminate residential utility service upon request of the customer or under the following circumstances:

(1) If a condition dangerous or hazardous to life, physical safety, or property exists.

(2) Upon order of any court or other duly authorized authority.

(3) If fraudulent or unauthorized use of water or wastewater is detected, and the utility has reasonable grounds to believe the affected customer is responsible for such use.

(4) If the utilities regulating or measuring equipment has been tampered with and the utility has reasonable grounds to believe that the affected customer is responsible for such tampering.

Section 7. Termination of Service – Notice

(a) as used herein: "Dwelling" means an individual residence, including a mobile home or trailer or a room or combination of rooms, with facilities for living for a single household.

(b) The notice must in separately numbered paragraphs:

(1) Indicate the date on which service will be terminated;

(2) State the reason and factual basis for termination of service;

(3) List the telephone number of the Utility Office that the customer may call during business hours in order to question the proposed termination of service or to seek information concerning his rights; and

(4) State that the customer may refer to the pamphlet furnished to him under 170 IAC 6-1-18 for information as to his rights.

(c) Service of a notice under this section must be by:

(1) Mail addressed to the customer; or

(2) Personal delivery to the customer or to a responsible member of his household; at the address listed for the customer in the record of the utility.

(d) No notice may be served before the date on which the customer's account becomes delinquent.

Article III

Except for Ordinance No. 1995-6, An Ordinance Adopting Rules, Regulations And Conditions Applying To Utility Service, and Ordinance 2011-7, An Ordinance Amending Ordinance No. 1995-5 Concerning Utility Reconnection Fees, and Ordinance 2017-2, An Ordinance Amending Ordinance No. 2011-7 Concerning Utility Reconnection Fees, which ordinances are hereby rescinded and superseded, the provisions of this Article are hereby declared to be supplemental to all other ordinances of the City.

Article IV

Each section and each provision or requirement of any section of this ordinance shall be considered separable, the invalidity of any portion of this ordinance shall not affect to the validity or enforceability of any other portion.

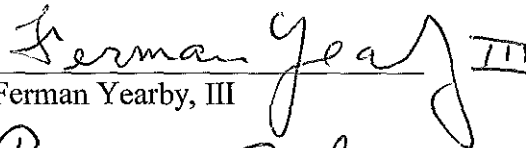
Article V

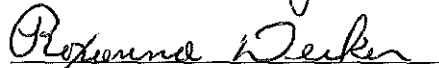
This ordinance shall be in full force and effect from and after its passage by the Common Council and its approval by the Mayor.

DULY ADOPTED BY THE CITY OF ROCKPORT, INDIANA this 12th day of June, 2017.

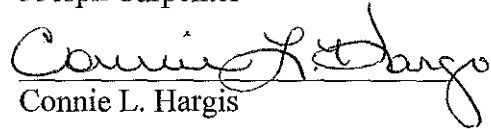
Common Council:

Donna Lashley

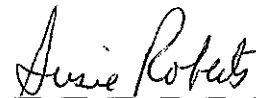

Ferman Yearby, III


Roxanna Decker

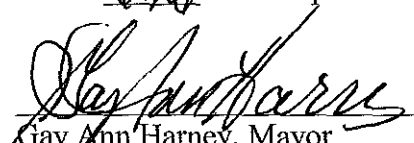

Joseph Carpenter


Connie L. Hargis

Presented by me to the Mayor of the City of Rockport, Indiana on the 12th day of June, 2017 at 6:26 o'clock p.m.


Susie Roberts,
Clerk-Treasurer

Approved and signed by me this 12 day of June, 2017 at 6:26 o'clock p.m.


Gay Ann Harney, Mayor
City of Rockport