

**RIGHTS AND RESPONSIBILITIES OF
CUSTOMERS OF BARGERSVILLE UTILITIES
ORD 2018-24**

50.20 INTRODUCTION.

This pamphlet explains your rights and responsibilities as a customer of Bargersville Utilities (Utility). It is provided to all new Utility customers. We hope you find it helpful. We suggest that you keep it readily available for future reference. If you have any questions or need additional information regarding our services, please contact the Utility office located at 24 Main Street, Bargersville, Indiana 46106 or online at the Town of Bargersville website (www.townofbargersville.org).

50.21 APPLICATION FOR SERVICE

Each applicant for electric, water, sewer and/or storm water service will be required to complete and sign the appropriate application form; forms can be obtained at the Utility office or on the Town of Bargersville website. The application is considered an agreement to abide by all ordinances, rules, regulations and conditions applying to electric, water, sewer and/or storm water service with every person, firm, organization, corporation or other entities supplied with Utility service from the Town of Bargersville. Every applicant is considered to have consented to be bound by this agreement.

(1) We require two forms of identification from all individuals applying for our service. Forms of identification required for service are:

(a) Social security number

(b) Driver's license or other form of government issued identification.

(c) Applicants, who are renters, must provide a copy of the lease agreement to verify the individual(s) responsible for service.

(2) The Owner (Mortgage Co., Realty Co. or Rental Owner) of vacant property shall fill out the Mortgage, Realty Company & Rental Owner Application which states whether services are to be left on in the Owners' name or to be turned off until the property is sold or the vacancy is filled. If the services are left on, the Owner agrees to be charged all fees including usage until the property is sold or the vacancy is filled. It is the Owners' responsibility, upon selling the property or filling the vacancy, to notify the Utility to transfer service(s) to the new owner or tenant.

(3) Home builders shall fill out the Builder Agreement Application

(4) To request connection for service(s) please notify the Utility at least three (3) business days in advance of the desired connection date.

50.22 DEPOSITS

A. Residential Customers are Customers who will reside within the residence

(1) Meter deposits are required for all individuals applying for residential electric and/or water service with the Utility; Meter deposits are as follows: Electric deposit 2x a 12 month rolling average, Water Deposit \$100.00. The deposit amount is to be paid in full at the time of establishing the Utility account. **Construction of (new home/business will be charged \$100.00 per connection)**

(2) If service is disconnected for any reason and the Utility has applied the deposit to any amount due for utility services or other damages and the customer wishes to connect or reconnect service, a new deposit is required.

B. Commercial Customers are all customers which are not residential customers.

(1) Commercial customers shall make meter deposits based on the average of (3) previous months' usage of customers operating the same or similar businesses; except for customers as provided in paragraph 2. Call the main office for the amount of deposits. Deposits are due before service is connected.

(2) Properties owned by the following commercial entities or individuals shall pay meter deposits at the residential rate:

(a) Home builders;

(b) Mortgage/Realty companies;

(c) Rental property owners;

A deposit is required for each individual address.

C. Meter Deposit Refunds

(1) Upon termination of Utility services the meter deposit shall be applied to any unpaid utility bills. The balance of the meter deposits remaining, if any, shall be refunded to the customer. To receive a refund, the customer is responsible for providing the Utility with a forwarding address and other updated contact information within one (1) year of termination. The person requesting the refund of a meter deposit is required to show proof of entitlement to the refund. If the customer does not request a refund within one (1) year of termination the deposit shall become the property of Bargersville Utilities and deposited into either the general fund for the electric or water utility.

(D) Use of Meter Deposit by Utility. The Utility may apply a meter deposit to a customer's past due balance or any other fees due to the Utility.

50.23 CUSTOMER BILLING

A bill for utility services will be mailed each month; a billing month consists of approximately thirty (30) days. Utility service(s) are based on the number of kWh and/or gallons used that register through the meter(s) for electric, water and sewer; storm water is a flat rate fee. The bill will be mailed on the last business day of each month. Bills will be due on the 15th of the next month; if the due date falls on a

weekend or holiday the bills will be due the next business day after the 15th. A penalty will be added to any bill that has not been paid by the due date. To avoid a penalty, payments must be received by the end of the business day (3:30 pm EST) on the due date.

(1) Payments can be made using Cash, Check/Money Order, Credit Card (VISA, MasterCard, Discover) or by ACH (Bank Draft).

Payments will be accepted:

(a) At the Utility Office during office hours

(b) Through the night drop box (checks/money order only, for your security) located on the North side of the building

(c) Credit card by phone, call 1-866-229-1251

(d) Credit card online through the Town of Bargersville website (www.townofbargersville.org)

(e) Through automatic bank draft (ACH); enrollment forms are available at the Utility office or online

(2) Payment arrangements and extensions, based on your payment history, may be possible. Contact the Utility office for questions about arrangements, extensions or for contact information about Heating/Cooling assistance programs.

(3) Customer(s) requesting a seasonal Utility service(s) suspension will continue to be billed the monthly facility fees.

(4) Copies of the Utility's schedules of rates, general rules and regulations of service are available, upon request, for review at the Bargersville Utility office and online.

50.24 ESTIMATED BILLS

Customer meters are read each month. Exceptions, such as inclement weather, locked gates/doors, etc., can occur that result in missed meter readings. In order to send customers a bill each month when the meter reading is missed, a bill is issued based on an estimated amount of kWh and/or gallons used during that billing period. Bills based on an estimated amount are clearly marked with an "E" which stands for "Estimated". If the actual usage is higher or lower than the amount shown on an estimated bill, the difference will be reflected on the first bill after an actual meter reading is obtained.

50.25 DISCONNECTION OF SERVICE

A. At the Customer's Request

To request disconnection of your service(s) please notify the Utility at least three (3) business days in advance of your requested termination date (last day service will be used). We will disconnect your service within three working days after the requested date. You are responsible for all service(s) used and payment for service(s) until the meter(s) has been disconnected; you will not be held responsible for any service(s) used after three (3) business days from the requested termination date. If a landlord requests disconnection, the landlord must provide proof that is satisfactory to the Utility that the property is vacant.

B. Under Emergency Conditions

We may disconnect your service without giving advance notice and/or without any request by you under the following conditions:

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

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

C. Under Conditions Relating to Unauthorized Use and/or Equipment Tampering

We shall disconnect your service without notice and without any request by you under the following conditions:

(1) If fraudulent or unauthorized use of service is detected and the Utility has reasonable grounds to believe the affected customer is responsible for such use.

(2) If the Utility's 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.

(3) The Utility may also file a report with the police regarding the unauthorized use and/or equipment tampering.

D. Under Standard Business Operations

We may disconnect your service after giving advance notice under the following conditions:

(1) If nonpayment of a bill or a violation of any ordinance, rule, regulation or condition of service has occurred.

(2) If a customer is operating equipment, apparatus, etc. that is found to be causing utility service interference. The customer will be required to discontinue the use of such equipment to eliminate the utility service interference. Failure or refusal to comply with the above shall be sufficient cause to discontinue service. In such case, the service shall not be reconnected until the Utility is assured that the Utility service interference creating device(s) has been corrected or eliminated.

E. Medical Statement(s)

The Utility shall postpone the disconnection of service for ten (10) days if:

(1) Prior to the disconnect date specified in the notice, the customer provides the Utility with a medical statement from a licensed physician or public health official.

(a) The statement must certify that disconnection would be a serious and immediate threat to the health or safety of a designated person in the household of the customer. A medical statement form can be obtained at the Utility office or online.

(b) If the Medical Statement is received before the disconnection date a postponement of disconnection shall be continued for one additional ten (10) day period.

(c) The Medical Statement does not relieve the customer of the responsibility for paying all amounts due for Utility service(s) on the bill each month.

(2) Utility customers with continual serious or life threatening issues should file a medical statement, from a licensed physician or public health official, with the Utility office. The customer is required to file an annual renewal of a continual medical statement.

F. Disconnection of Customers Receiving Assistance under IC 4-4-33

Notwithstanding any other provision of law, from December 1 through March 15 of each year, no electric or gas utility shall be disconnected for customers who are eligible for and who have applied for assistance from a heating assistance program administered under IC 4-4-33.

(1) The customer must furnish the Utility with written proof of promised assistance to avoid disconnection. Promised assistance does not relieve the customer of the responsibility for paying the remaining amount due on the Utility service(s) bill each month. Utilities other than electric or gas may be disconnected for non-payment of utility bills. Call the Utility office for:

(a) Contact information on Heating/Cooling assistance programs

(b) Amounts due after receiving promised assistance

(c) Payment arrangements to assist in paying the remaining amount due; see Section 50.23 – Customer Billing, paragraph 2.

(2) This section shall not preclude the utility from disconnecting the electric or gas utility for the reasons as outlined in (B)(1) and (2) and (C)(1) and (2) of this this section.

G. Disconnection due to Returned Checks/ACH Bank Drafts

If a customer's ACH bank draft or check payment is returned, the Utility office will notify the customer by telephone and email (if available). If the Returned Check/ACH Bank Draft is not paid by 10:00 am (EST) on the next business day the Utility service(s) will be disconnected. A disconnection of service notice will be left on the FRONT DOOR of the premises. Refer to Section 50.27, Returned Checks/ACH Bank Drafts.

H. Disconnection due to non-payment

Before utility service is disconnected for non-payment or insufficient payment:

(1) A late notice letter, with the **AVOID DISCONNECT** date, will be mailed to the customer. The notice will include the amount due and information about filing a written request for a Disconnect Protest Hearing, refer to paragraph I.

(2) A second notice with an **AVOID DISCONNECT** amount and date will be included on the customer's most current bill. The bill will show the total amount due for the current month and the past due amount. The current month and past due amount must be received no later than 3:30 pm (EST) on the **AVOID DISCONNECT** date. If the current month and past due amount is received after 3:30 pm (EST) a \$50.00 administration fee will be applied.

I. Disconnect Protest Hearing

The customer(s) will have the opportunity to present their case and to challenge their disconnection of service(s) in a Disconnect Protest Hearing.

(1) The customer must request the hearing a minimum of five (5) business days before the **AVOID DISCONNECT** date. Hearing request forms can be obtained at the Bargersville Utility office and online at the Town of Bargersville website. Disconnect Hearing Requests must be submitted in writing; oral requests for a hearing will not be accepted.

(2) Service(s) will be disconnected for non-payment if:

(a) A request for a Disconnect Protest Hearing has not been submitted in writing to the Utility office or

(b) The past due amount is not paid by 3:30 pm (EST) of the **AVOID DISCONNECT** date.

J. Disconnected service

We will only disconnect service for nonpayment of bills during our normal business hours; service will not be disconnected after 12:00 pm (noon, EST) preceding a weekend or holiday where the Utility office will be closed.

(1) Utility representatives who are sent to disconnect the service will:

(a) Make a reasonable attempt to identify themselves

(b) Tell a responsible person at the service location that the utility service is being disconnected

(c) Have sufficient information about the customer's account to give the reason for disconnection and the amount of any delinquent bill.

The Utility representative, sent to disconnect service, is not authorized to accept payment of a bill.

(d) Ask for any available proof that the delinquent bill has been paid or is currently in dispute. If proof of payment or dispute is presented the service will not be disconnected.

(e) Leave a disconnection of service notice on the FRONT DOOR of the premises. The notice will provide the location and telephone number(s) needed to have service restored. Reconnection will be performed only during office hours. There will be no after-hours reconnection.

50.26 RECONNECTION OF SERVICE

If utility service has been disconnected for nonpayment, the following will be required before service is reconnected:

(1) Payment of all bills owed (past due amount and current)

(2) Payment of the \$50.00 administration fee and any other charges (including bad check charges, if applicable, see Section 50.27 Returned Checks/ACH Bank Drafts).

(3) Payment of any required meter deposit amounts; refer to Section 50.22, Meter Deposits.

We will restore service within one business day after all requirements for the reconnection of services are met. Reconnection will be performed only during office hours. There will be no after-hours reconnection.

50.27 RETURNED CHECKS/ACH BANK DRAFTS

For each returned Check/Bank Draft ACH

(1) The customer will be charged a fee(s) to cover the costs of processing:

(a) \$35.00 Bad Check/ACH Draft Charge will be applied to all Returned Check/ACH Bank Drafts

(b) \$50.00 Administration fee will be charged if the Returned Check/ACH Bank Draft is not paid before 10:00 am (EST) of the next business day.

(c) Meter deposit(s) will be required until 12 consecutive months of on-time, paid in full payments have been received; refer to Section 50.22, Deposits.

(2) Cash, Money Order and Credit Cards are the only payment types accepted for repayment of Returned Checks/Bank Draft ACH.

(a) If the Utility receives two (2) Returned Checks/Bank Draft ACHs within a six (6) month period the Utility will accept only Cash or Money Order for all future payments.

50.28 COMPLAINTS

A customer may register a complaint and request a conference to discuss issues pertaining to any Utility service; except for Service Disconnection. The complaint must be made in writing and submitted at the main office. We will investigate your complaint and notify you in writing of our proposed disposition of the matter. No service will be disconnected for at least ten (10) days after the Utility has mailed this notice of disposition

(1) Service Disconnection concerns and issues must follow the appropriate process for appealing as outlined in Section 50.25, paragraph I: Disconnection of Service.

50.29 ELECTRIC AND WATER SERVICE SPECIFICATIONS

All specifications on electric and water services for the Utility customers are available at the Utility office and online at the Town of Bargersville website.

(1) Any relocation of Utility-owned facilities, including the meters on your premises or elsewhere for your convenience, will be at your expense.

(2) Backflow systems are required for irrigation and commercial water customers; annual inspection certifications must be completed and submitted to Bargersville Utilities. For questions and information contact the Utility office at (317) 422-5115.

50.30 CUSTOMER OWNED FACILITIES.

The customer (not the Utility) is the owner of part of the facilities used to supply utility services. The Utility is not responsible for the inspection, maintenance and/or repair of customer owned facilities.

The customer owns the following facilities:

(1) Electric - between the meter base and the house/business

(2) Water - between the outside of the meter pit and the house/business

(3) Sanitary sewer - between connection point of the main and the house/business

50.31 BARGERSVILLE UTILITY EQUIPMENT ON THE CUSTOMER'S PREMISES

All facilities installed by the Utility shall be and remain the property of the Utility unless a contract expressly otherwise provides.

A. Access to Equipment

(1) The customer shall furnish the Utility a satisfactory location for and provide safe access to the utility's meters and other equipment necessary to provide and measure service, and shall also furnish the Utility the rights on, over or under the customer's premises necessary to install, operate and maintain the utility's other facilities required to supply service to the customer. The Utility reserves the right to make the final decision as to the location of the meter on the customer's premises.

(2) When the customer is not the owner of the premises and/or of the adjacent premises, the customer shall furnish the Utility with satisfactory easements for the location of the utility's facilities on the premises and/or on the adjacent premises. The customer must consult with the Utility prior to obtaining the easements. The Utility for expenses incurred.

(3) When the utility's transformers, meters or other facilities are to be installed indoors on the customer's premises, the customer shall furnish, without cost to the Utility, suitable room or vault for housing the equipment; provided, however, that the Utility shall reserve the right to make the final decision as to the location of the room or vault. The space shall meet the requirements of the National Electrical Code, any federal, state or local laws or regulations, and any policies of the Utility in effect at the time of the installation.

(4) Properly authorized employees or agents of the Utility shall have the right and the means to enter upon the customer's premises at all reasonable times for the purpose of meter reading, inspecting, testing, maintaining, operating or replacing any or all of the Utility's property used in supplying any service to the customer.

(5) Upon termination of a contract or discontinuance of service, the Utility shall have the right to remove all of its property from the customer's premises.

B. Interference with Utility Property

(1) The customer shall not disconnect, change connections, damage, destroy, uncover or otherwise interfere with the utility's meters or other property, and shall be responsible to the Utility for permitting anyone who is not an agent or employee of the Utility to tamper with the utility's property. Violations of this provision may result in:

- (a) a disconnection of service;
- (b) a reconnection charge; and/or
- (c) charges for the cost of repairing or replacing the affected meter(s)

in accordance with applicable Indiana state statutes and regulations.