

**EDINBURGH TOWN COUNCIL****ORDINANCE NO. 2014-4****AN ORDINANCE ESTABLISHING RULES AND REGULATIONS  
FOR THE TERMINATION OF ELECTRIC AND WATER  
SERVICES FOR NONPAYMENT**

WHEREAS, pursuant to Ind. Code § 36-9-2-15, the Town of Edinburgh (“Town”) furnishes electrical, water, and sewer utility services to the public;

WHEREAS, pursuant to Ind. Code § 8-1-5-3, the Town’s municipal electrical utility and water utility were taken out of the jurisdiction of the Indiana Utility Regulatory Commission for the approval of rates and charges and of the issuance of stocks, bonds, notes, or other evidence of indebtedness;

WHEREAS, the Town has the duty to its electrical, water, and sewer utility ratepayers to establish reasonable and just rates and charges for its utility services that are sufficient to maintain its utility property in a sound physical and financial condition in order to render adequate and efficient service;

WHEREAS, the Town desires to protect its ratepayers from the expenses associated with furnishing electrical, water, and sewer services to customers with delinquent utility bills; and

WHEREAS, the Town has determined that it is in the best interests of the Town’s municipal utility ratepayers to establish policies and procedures governing the termination of electrical and water services for nonpayment of electric, water, or sewer service charges that are legally due.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF EDINBURGH, INDIANA, THAT:

**I. SECTION 1.**

- a. The following are hereby adopted as the rules, regulations, and conditions applying to utility service hereafter furnished by the Town.

**II. SECTION 2. DEFINITIONS**

- a. “EP&L” means Edinburgh Power & Light.
- b. “Water Utility” means the Town’s Water Utility

c. "Customer" means any person, firm, or corporation that has agreed orally or

~~otherwise to pay for electrical services from EP&L and/or water services from~~  
the Water Utility.

d. "Disconnection" means the termination or discontinuance of electrical or water service.

e. "Late payment charge" means the one (1) time penalty assessed by EP&L or the Water Utility upon all current bills at such time as they become delinquent.

f. "Residential Customer" means a customer who has established an account with EP&L and/or the Water Utility for electrical or water service for an individual residence, including a mobile home or trailer, or a room or combination of rooms with facilities for living for a single household.

g. "Commercial Customer" means a customer that is not a Residential Customer that has established a commercial account with EP&L and/or the Water Utility as shown by the records of the utility.

### III. SECTION 3. DISCONNECTION AT CUSTOMER'S REQUEST

a. For disconnection of electrical or water service upon the customer's request, the customer shall:

- i. Notify EP&L (for electrical service) or the Water Utility (for water service) at least three (3) business days in advance of the day disconnection is desired; and
- ii. Remain responsible for all service used and the billings therefore until service is disconnected pursuant to such notice.

b. Upon request by a customer to disconnect service, EP&L and the Water Utility shall disconnect the service within three (3) working days of the requested disconnection date.

### IV. SECTION 4. NOTICE OF INVOLUNTARY DISCONNECTION

a. No disconnect notice for nonpayment of electric, water, or sewer charges may be rendered to a Residential Customer before the date on which the account becomes delinquent.

b. Except as otherwise provided, water service to any Residential Customer shall not be disconnected for a violation of any rule or regulation of the Water

Utility or for the nonpayment of a bill, except after seven (7) days prior

written notice to the Residential Customer by either:

- i. Mailing the notice to the Residential Customer at the address shown on the records of the utility; or
- ii. Personal delivery of the notice to the Residential Customer or a responsible member of his or her household at the address shown on the records of the utility.
- c. Except as otherwise provided, electric service to any Residential Customer shall not be disconnected for violation of any rule or regulation of EP&L or for the nonpayment of a bill, except after fourteen (14) days prior written notice to the Residential Customer by either<sup>1</sup>:
  - i. Mailing the notice to the Residential Customer at the address shown on the records of the utility; or
  - ii. Personal delivery of the notice to the Residential Customer or a responsible member of his or her household at the address shown on the records of the utility.
- d. The notice required by this Section must be in language that is clear, concise, and easily understandable to a layperson and shall state the following in separately numbered large typed or printed paragraphs:
  - i. The date on which service will be disconnected.
  - ii. The specific factual basis and reason for the disconnection
  - iii. The telephone number of the utility office that the customer may call during regular business hours in order to question the proposed disconnection or seek information concerning his or her rights
  - iv. State that the customer may refer to the pamphlet furnished to the customer when the customer applied for service and to this Ordinance as to their rights.

**V. SECTION 5. DISCONNECTION WITHOUT REQUEST AND WITHOUT**

**PRIOR NOTICE**

<sup>1</sup> Ind. Code § 8-1-2-122 applies to municipal utilities. The notice set forth in this section of the Ordinance complies with the requirements of Ind. Code § 8-2-2-122 that energy service may not be terminated to an occupied dwelling because of the failure of a customer to pay his energy bill until fourteen (14) days after it serves notice upon the customer of its intent to terminate service during the period November 1 of any year and ending on the following April 1.

a. EP&L and the Water Utility may disconnect service to a customer without request and without prior notice only:

- i. If a condition dangerous or hazardous to life, physical safety, or property exists;
  - ii. Upon order by any court or other duly authorized public authority;
  - iii. If fraudulent or unauthorized use of water or electricity is detected and EP&L or the Water Utility has reasonable ground to believe the affected customer is responsible for the use; or
  - iv. If EP&L or the Water Utility's regulating or measuring equipment has been tampered with and EP&L or the Water Utility has reasonable grounds to believe that the affected customer is responsible for the tampering.
- b. EP&L and the Water Utility may disconnect service to Commercial Customers who have not paid their bills within ten (10) days of the due date shown on bill.

**VI.**

**SECTION 6. POSTPONEMENT OF DISCONNECTION**

EP&L and the Water Utility shall postpone the disconnection of service to a Residential Customer for ten (10) calendar days if, prior to the disconnect date specified in the disconnect notice, the Residential Customer provides EP&L or the Water Utility (whichever is applicable) with a medical statement from a licensed physician or public health official that states that the disconnection would be a serious and immediate threat to the health or safety of a designated person in the household of the Residential Customer. The postponement of disconnection shall be continued for one (1) additional ten (10) day period upon the provision of an additional such medical statement.

**VII.**

**SECTION 7. PROHIBITED DISCONNECTIONS**

EP&L and the Water Utility may not disconnect service to the customer:

- a. Upon the customer's failure to pay for:
  - i. Merchandise or appliances purchased from EP&L or the Water Utility;
  - ii. The service rendered at a different metering point, residence, or location if the bill has remained unpaid for less than forty-five (45) days;

- iii. Services to a previous occupant of the premises to be served, unless the utility has good reason to believe the customer is attempting to defraud the utility by using another name; or
- iv. A different form or class of utility service.
- b. If a Residential Customer shows cause for his or her inability to pay the full amount due (financial hardship shall constitute cause) and the Residential Customer:
- i. Pays a reasonable portion of the bill (ten dollars (\$10) or one-tenth (1/10) of the bill, whichever is less, unless the Residential Customer agrees to a greater portion.)
  - ii. Enters into a written agreement prepared by the utility and signed by the Residential Customer and by a representative of the utility containing the following terms:
    1. Customer agrees to pay the remainder of the outstanding bill within three (3) months;
    2. Customer agrees to pay all undisputed future bills for service as they become due; and
    3. Customer agrees to pay a one-time late payment charge in the amount of ten percent (10%) of the first three dollars (\$3.00) and three percent (3%) of any amount over three dollars (\$3.00) at the time the agreement is signed by the Residential Customer; and
  - iii. Has not breached any similar agreement with the utility made pursuant to this rule within the past twelve (12) months.
- c. If a Residential Customer is unable to pay a bill that is unusually large due to prior incorrect readings of the meter, incorrect application of the rate schedule, incorrect connection or functioning of the meter, prior estimates where no actual reading was taken for over two (2) months, stopped or slow meter, or any human or mechanical error of the utility, and the Residential Customer:

i. Pays a reasonable portion of the bill, not to exceed an amount equal to

~~the customer's average bill for the six (6) bills immediately preceding~~  
the bill in question;

ii. Enters into a written agreement prepared by the utility and signed by the Residential Customer and by a representative of the utility containing the following terms:

1. Customer agrees to pay the remainder at a reasonable rate;
2. Customer agrees to pay all undisputed future bills for service as they become due; and
3. Utility may not add to the outstanding bill any late fee.

d. Except under the conditions set forth in Section 3 (DISCONNECTION AT CUSTOMER'S REQUEST) and Section 5 (DISCONNECTION WITHOUT REQUEST AND WITHOUT PRIOR NOTICE), EP&L and the Water Utility shall not disconnect service unless it is done between the hours of 8:00 A.M. and 3:00 P.M., prevailing local time.

e. EP&L and the Water Utility may not disconnect service for nonpayment on any day on which the utility office is closed to the public or after 12:00 P.M. (noon) of the day immediately preceding any day on which the utility office is not open to the public.

VIII. **SECTION 8. PROHIBITED DISCONNECTIONS FROM DECEMBER 1 THROUGH MARCH 15**

a. Pursuant to Ind. Code § 8-2-2-121(a) and 170 IAC 4-1-16.6(a), from December 1 through March 15 of any year, EP&L shall not terminate electric service for persons who are receiving or who are eligible for and have applied for assistance from a heating assistance program administered under Ind. Code § 4-4-33.

b. Pursuant to 170 IAC 4-1-16.6(b), during the period from December 1 through March 15, EP&L may not disconnect service to Residential Customers if:

- i. The customer's eligibility to receive benefits pursuant to IC 4-4-33 is being determined by the Indiana housing and community development

authority or its designee after the submission of a complete application  
for benefits by the customer; and

- ii. The customer has furnished to EP&L proof of his application to receive such benefits or EP&L has been so notified, in writing, by the Indiana housing and community development authority or its authorized representatives.
- c. Pursuant to Ind. Code § 8-1-2-121(b), EP&L shall provide any Residential Customer whose account is delinquent an opportunity to enter into a reasonable amortization agreement with EP&L to pay the delinquent account. The amortization agreement must provide the Residential Customer with adequate opportunity to apply for and receive the benefits of any available public assistance program. An amortization agreement is subject to amendment on the Residential Customer's request if there is a change in the customer's financial circumstances.
- d. Pursuant to Ind. Code § 8-1-2-121(e) and 170 IAC 4-1-16.6(c), this Section does not prohibit EP&L from terminating electric service to a Residential Customer upon request of the customer or under the following circumstances:
  - i. If a condition dangerous or hazardous to life, physical safety, or property exists;
  - ii. Upon order by any court, the Indiana Utility Regulatory Commission, or other duly authorized public authority;
  - iii. If fraudulent or unauthorized use of electricity is detected and EP&L has reasonable grounds to believe the affected customer is responsible for such use.
  - iv. If EP&L'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.

**IX. SECTION 9. DISCONNECTION PROCEDURE**

- a. Immediately before the actual disconnection of service, the employee of EP&L or the Water Utility designated to perform the disconnection shall:
  - i. Make reasonable attempt to identify himself/herself to the customer or any other responsible person then upon the premises;

ii. Announce the purpose of his/her presence;

~~iii. Make a record thereof to be maintained for at least thirty (30) days.~~

- iv. Have in his/her possession information sufficient to enable him/her to inform the customer or other responsible person of the reason for disconnection, including the amount of the customer's delinquent bill.
- v. Request from the customer any available verification that the outstanding bill has been satisfied.
- b. Upon being presented with credible evidence that the outstanding bill has been satisfied or written documentation from EP&L or the Water Utility addressed to the customer confirming that the outstanding bill is disputed by the customer and is under review by EP&L or the Water Utility, service shall not be disconnected.
- c. The utility employee shall not be required to accept payment from the customer or other responsible person in order to prevent the service from being disconnected.
- d. When the employee has disconnected electrical or water service, the employee shall give to a responsible person at the customer's residence or, if no one is at home, the employee shall leave at a conspicuous place on the customer's premises a notice stating that service has been disconnected and stating that the customer may arrange to have service reconnected by contacting the Utility Office located at 107 South Holland Street or by telephone at telephone number (812) 526-3514, Option 1, during regular office hours.
- e. The EP&L or the Water Utility may assess a disconnection fee to the customer once the disconnection of services is complete.

X. SECTION 10. DISCONNECTION OF WATER SERVICE FOR FAILURE TO

PAY SEWER BILLS

- a. Pursuant to Ind. Code § 8-1.5-3-4(d), the Water Utility may discontinue water service to a customer or any property upon the failure by the water consumer or the property owner to pay charges legally due for sewer or sewage disposal plant service.



b. The water service may not be discontinued by the Water Utility for

nonpayment of sewer or sewage disposal plant service charges until the

charges have been due and unpaid for at least thirty (30) days.

c. Pursuant to Ind. Code § 8-1.5-3-4(e), the Edinburgh Town Council hereby designates the Town's Waste Utility to, before water service is discontinued under this Section, give written notice to the water consumer or property owner of its intention to discontinue water service if the unpaid sewer or sewage disposal plant service charges are not paid before a date specified in the notice. The notice must be mailed not less than ten (10) days before water service is to be discontinued and addressed to the water consumer or the property owner at his last known address.

d. The remedy provided herein for the collection of delinquent sewer charges shall not be construed to abridge or in any manner interfere with the right and power of the Town to enforce the collection thereof by any other action or as otherwise provided by statute.

#### XI. SECTION 11. RECONNECTION OF ELECTRIC AND WATER SERVICE

a. EP&L and the Water Utility shall charge a reasonable reconnection charge as set forth in the Town's most recently approved schedule of rates.

b. EP&L and the Water Utility shall reconnect the service to the customer as soon as reasonably possible, but within one (1) business day after it is requested to do so. However, EP&L and the Water Utility shall not be required to reconnect service until:

i. The conditions, circumstances, or practices that caused the disconnection have been corrected;

ii. Payment of all delinquent charges owed EP&L and the reconnection fee have been paid, if EP&L disconnected service or the payment of all delinquent charges owed to Water Utility and the reconnection fee have been paid, if Water Utility disconnected service; and

iii. If the Water Utility disconnected service, a responsible person is present in the premises to ensure that all water outlets are closed to prevent damage to the customer's property from escaping water.

**XII. SECTION 12. REPEALER**

a. All ordinances or parts of ordinances in conflict with provisions of this ordinance are hereby repealed.

b. This Ordinance does not affect any other sections of the Edinburgh Municipal Code, or other ordinances except as herein provided and all other sections of the Edinburgh Municipal Code, and other ordinances shall remain the same.

**XIII. SECTION 13. SEVERABILITY**

a. The sections, paragraphs, sentences, clauses, phrases and words of this Ordinance are separable, and if any word, phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall not affect any of the remaining words, phrases, clauses, sentences, paragraphs and sections of this Ordinance.

**XIV. SECTION 9. EFFECTIVE DATE**

a. This ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

ADOPTED this 24<sup>th</sup> day of March, 2014.

**EDINBURGH TOWN COUNCIL**

  
Ron Hoffmann, Council President

  
Curtis Rooks, Vice President

  
John R. Drybread, Member

  
Kami Arvin, Member

  
Jeffrey A. Simpson, Member

ATTEST:  
  
Scott Finley, Clerk-Treasurer