

TOWN OF ORLEANS, INDIANA

Utility Billing and Deposit Information

The Town of Orleans' Water Utility (the "Utility") provides residential and commercial water service to the property and business owners (the "Customers") in the Town of Orleans (the "Town"). This policy document is designed to formalize the billing procedures and to provide clarification and guidance for both the employees and the Customers of the Town and the Utility.

The policies, rules and regulations presented in this document are based on State of Indiana statutes, Indiana Administrative Code, Town of Orleans Municipal Code, Town of Orleans Resolutions and Town of Orleans policies. The Town's policies are updated from time to time based on the adoption of amended or additional ordinances of the Town.

<<Revised July 21, 2020>>

TOWN OF ORLEANS, INDIANA

Utility Billing and Deposit Information

TABLE OF CONTENTS

I. DEPOSITS	1
II. RENTAL PROPERTIES	1
III. REFUND OF DEPOSIT	1
IV. UTILITY SERVICE REQUEST.....	1
V. PAYMENT OPTIONS.....	1
VI. BILLING CYCLE.....	2
VII. BILLING DUE DATE.....	2
VIII. BILLING ADJUSTMENTS DUE TO LEAK.....	3
IX. FINAL BILL.....	3
X. RETURNED CHECKS.....	4
XI. BACKFLOW TESTING.....	4
XII. INDIANA SALES TAX	4
OCCUPANCY STATEMENT.....	6

1. Deposits

A. Required Deposits -

All Customers must complete the Utility Service Residential Application ("USRA").

The deposit amount is the amount shown below.

2. Rental Properties

A. Responsibility of the Tenant -

The landlord may request service in his/her name upon submittal of the USRA. The Utility, at the landlord's request, may send a bill to the tenant. If the landlord requests the service, service will remain on if the tenant leaves. The tenant shall be held responsible for the required deposits and the water bill.

The deposit amount will be as follows:.

- Residential: \$150 Water \$150 Sewer
- Commercial: \$200 \$200 Sewer.

For all non-payment of sewer bills, a lien will be placed on the property.

3. Refund of Deposit (as of ____ __, 20__)

Utility deposits shall be credited to the regular bill after twenty-four (24) months of timely payments (no exceptions). If the deposit has not been refunded, the deposit will be applied to the final utility bill. If the deposit has been refunded due to timely payment and the Customer moves from a location to a different location within the Town, no deposit will be charged at the new location if the Customer has been timely. The credit or refund is issued to the person who made the original deposit.

4. Utility Service Request

At the time of deposit and before service will begin, the Customer and Utility will sign the Utility Service Residential Application ("USRA").

If a dwelling is owned by more than one person, all owners must sign the agreement. All owners shall be jointly and severally liable for service charges.

5. Payment Options

A. The Utility offers a number of payment options, including cash, personal checks, money order, certified check, credit card and online bill payment. Late payments are subject to late fees (which is addressed in the next section of this document).

- B. A drive-up box is located outside that Customers can drop their payments in (Checks & Money Orders only). There is also a drop box in the office door. The outer lobby door is open 24 hours a day, 7 days a week. You may also mail your payment to the Town or you can pay in person. **Please DO NOT put cash in the drop boxes or mail. We are not responsible for payments made in cash that are left in either of our drop boxes.**
- C. Hours are Monday - Friday, 8:30 AM - 4:30 PM. We are closed on most State and Federal holidays, as well as certain election days.
- D. Credit card payments must be made (in person, by phone, or online) at the Clerk-Treasurer's Office (in the Town Hall) or by accessing the Town's website:
<http://town.orleans.in.us/online-bill-pay/>
- E. Online bank payments are accepted. Payment is credited to the Customer's account on the day the check is received from the bank, not the day the Customer set up for the payment with the bank. Late fees will apply to payments made via online banking that are received by the Utility after the due date.

6. Billing Cycle

- A. We are on a one-month delayed billing. The Town generally reads meters around the 20th of each month. The billing period is for usage between the previous month's meter reading and the present month's meter reading. The readings are then billed and mailed to the customer and should arrive around the first of the following month and are due on the 10th. For example, the current month's meter readings were read on June 20. The previous meter reading was read on May 20. That usage is billed to the customer and is due on July 10.
- B. **If service is activated within the last few days of the billing, such as the 18th or 19th, you will be charged a minimum bill (see Rates and Charges Ordinances) for that month, even if nothing was used.**

7. Billing Due Date

- A. All Utility bills are due on or before the 10th of each month. If the 10th falls on a weekend or a holiday, you will have all day the next business day to pay the bill without penalties.
- B. We also look at the postmark on payments that are sent through the mail. If the postal service's postmark on the envelope is on or before the due date, we will not charge a penalty.

- C. Penalties will be added on all payments made after the 10th or after the next business due date if the 10th falls on a weekend or a federal holiday.
- D. If the Utility bill is not paid by the 15th of each month, the service will be disconnected as required by the State Board of Accounts, Indiana Code. If the meter is disconnected or locked for non-payment, it is unlawful to remove the lock or turn on the meters by anyone but a Town employee. This is considered theft and will be dealt with accordingly.
- E. The Town will send disconnect notices when necessary. The disconnect date is stated on the back of the Utility bill and this information sheet states clearly when bills are due and the date unpaid accounts will be turned off for non-payment.
- F. If service is disconnected for non-payment, there will be a seventy-five-dollar (\$75.00) reconnection fee if paid before 3:00 PM. There will be a one hundred-dollar (\$100.00) reconnection fee if paid after 3:00 PM for after normal business hours.
- G. Customers should not shut water off themselves. If they do, they will be responsible for any damage to computer read out module located on the meter. Only Town employees should shut off or turn on water. It is unlawful to tamper with the Utility meter.

8. Billing Adjustments due to Leak

An adjustment can be made to accounts, only on the sewer portion of the bill, due to excessive usage due to a water leak under the following circumstances:

- 1. The leak is repaired;
- 2. Customer signs an affidavit stating the leak has been repaired;
- 3. Customer requests and completes an adjustment form to be considered by the Town Council;
- 4. The Town Council approves the adjustment; and
- 5. The owner must show it was an outside leak or an inside leak that does not go thru a drain.

Only one leak adjustment per twelve-month period will be allowed. The adjustment will be based on an average of the usage over the previous three-month period.

9. Final Bill

- A. When water/sewer is terminated, there may be more than one bill to follow the termination date. For example, if service is terminated in May, before meters are read, your final bill will be due June 10th. If terminated, in May, after meters are read for the month (usually around the 20th), there will be another bill due July 10th which will be the final bill.

- B. We can apply your deposit to the final bill. The deposit may not be enough to cover the final bill. If the deposit does not cover the bill, the customer must remit payment for the balance. The meters are the property of the Utility and it is unlawful to tamper with or be removed by the Customer. The meters are read monthly by employees of the Utility.
- C. After the final bill is paid, following termination date, we will refund the full deposit back to you if not already returned.
- D. The meters are equipped with a transponder which transmits the reading via radio frequency to a remote device. These readings are then downloaded into billing software. All meters are read remotely and downloaded in the billing software.
- E. If the Utility is unable to gain access to the meter, the monthly bill will be created using estimated usage based on the average of previous meter readings. The first billing made after the meter is read will be adjusted according to the actual reading. No more than three (3) estimated billings will be allowed. All water passing through the meter shall be charged to the Customer, regardless of whether the water was used, wasted or lost through leaking.
- F. Meter Access. The customer is required to provide clear access to the meter. The meter shall not be obstructed in any way. Examples are: no locked gates; no vicious dogs.

10. Returned Checks

- A. Checks submitted to the Utility that are returned by the bank, for any reason, will be subject to a service charge of \$30.00.
- B. This payment, plus the amount of the original check, must be made within ten (10) days of notification. Remittance must be in the form of cash, money order or certified check. If payment is not received within ten (10) days, the matter will be forwarded to the Orange County Prosecutor's Office for further action.

11. Backflow Testing

The Indiana Department of Environmental Management has issued backflow testing requirements for sprinkler systems. The Utility has adopted a policy in compliance with these regulations. All sprinkler systems must have backflow testing performed, on an annual basis, with the results given to the Utility. Backflow testing is done at the Customer's expense.

12. Indiana Sales Tax

Sales tax is collected at the applicable rate on behalf of and remitted to the Indiana Department of Revenue.

Please do not hesitate to contact the Town Hall at (812) 865-2539 or via email at orleanstownhall@netsurfusa.net.

I hereby certify that I have received a copy of the Utility Billing and Deposit Information sheet.
I have read, understand and agree to comply with all the above terms.

Date

Name

Address

Phone Number

Occupancy Statement

To: Office of Clerk-Treasurer
Town of Orleans`

To Whom It May Concern:

The undersigned (hereinafter referred to, jointly and severally, as "Applicant") hereby certifies as follows:

1. That the Applicant is seeking to obtain municipal water and/or sewer services from the Town for the real estate located at _____, Orleans, Indiana.
2. That said real estate is either owned or rented by the Applicant and no other person, other than the Applicant, has a right to possession or claims possession of all or any part of the real estate and Applicant will constitute the ultimate consumer utility services by the Town.
3. Applicant agrees to assume and pay for all municipal services provided by the Town, for said real estate, and abide by the provisions of all municipal ordinances for such utilities.
4. Applicant intends that each of the statements made herein shall be construed as representation; each of the representations is made for the purpose of inducing the Town to provide municipal utility services; and each of the representations is true.
5. Applicant expressly authorizes the Town to rely on such representations.

Date

Signature



Town of Orleans
161 E. Price Ave.
Orleans, IN 47452
(812) 865-2539

<http://town.orleans.in.us/online-bill-pay/>

MASTER ACCOUNT NUMBER: _____

DEPOSIT AMOUNT: \$ _____

MOVE-IN DATE: _____

FOR UTILITY USE ONLY

RENT ☐

OWN ☐

LAND CONTRACT ☐

UTILITY APPLICATION (Please PRINT clearly)

Applicant

Name: (First) _____ Middle Initial: _____ (Last) _____ SSN#: ____/____/____

Federal ID #: _____ Email: _____

Phone: _____ Lic#: _____ State: ____ Birthdate: ____/____/____

Service Address: _____ City: _____ State: ____ Zip: _____

Mailing Address: _____ City: _____ State: ____ Zip: _____

Employer: _____ City: _____ State: ____ Zip: _____

Applicant

Name: (First) _____ Middle Initial: _____ (Last) _____ SSN#: ____/____/____

Federal ID #: _____ Email: _____

Phone: _____ Lic#: _____ State: ____ Birthdate: ____/____/____

Employer: _____ City: _____ State: ____ Zip: _____

Owner

Name: (First) _____ Middle Initial: _____ (Last) _____ SSN#: ____/____/____

Federal ID #: _____ Email: _____

Phone: _____ Lic#: _____ State: ____ Birthdate: ____/____/____

Employer: _____ City: _____ State: ____ Zip: _____

UTILITY APPLICATION (Continued) (Please PRINT clearly)

Applicant(s) agree:

- (a) To be responsible and pay for all utilities consumed on the previously mentioned premises until 24 hours' notice has been duly given to the office of the utility to discontinue the supply.
- (b) That the meter, furnished by the utility, is and shall remain the property of the utility and the utility's employees shall have access to the meter at all times to read, repair, lock off, seal or remove the same.
- (c) That the utility's employees shall have access to the meter, pipes, wires, and conduits at all times to ascertain that the service supplied is passing through the meter and is properly registering the same, and to stop the supply of service for non-payment of bills when due for any service furnished to the applicant/owner at the said premises, or elsewhere, or for any other lawful cause of purpose which the utility may deem sufficient.

Applicant: _____ Date: _____

Applicant: _____ Date: _____

Owner: _____ Date: _____