



Citizens Gas | Citizens Thermal | Citizens Resources
2020 N. Meridian St. | Indianapolis, IN | 46202-1393
www.citizensenergygroup.com

Received: February 22, 2017
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Indiana Utility Regulatory Commission

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February 21, 2017

Mary M. Becerra
Secretary of the Commission
Indiana Utility Regulatory Commission
101 West Washington St., Suite 1500 E
Indianapolis, IN 46204

Re: Thirty – Day Filing for Citizens of Westfield Pursuant to 170 IAC 1-6

Dear Ms. Becerra:

Pursuant to 170 IAC 1-6-3(3), Westfield Gas Corporation, d/b/a Citizens Gas of Westfield; Citizens Water of Westfield, LLC; and Citizens Wastewater of Westfield, LLC (collectively, "Citizens of Westfield") respectfully submit for the approval of the Indiana Utility Regulatory Commission ("Commission") certain proposed changes to the respective terms and conditions for service (collectively "Terms and Conditions for Service") for the gas, water and wastewater utilities owned and operated by Citizens of Westfield.

Citizens of Westfield plans to stop accepting payments in the field upon approval of this filing. This initiative requires certain additions and modifications to Citizens of Westfield Terms and Conditions for Service. In general, the changes to the Terms and Conditions for Service include: (1) removing language for collection of money in the field for gas, water, and sewage disposal service accounts; (2) renaming delinquent account collection charges; (3) updating any rule references.

The cessation of field collections, and therefore the proposed Terms and Conditions for Service modifications, will be applicable to Citizens of Westfield's gas, water, and sewage disposal service customers, as described within the Terms and Conditions for Service. The cessation of field collections initiative will help ensure the safety of field personnel.

Enclosed for your review and approval by the Commission, please find the following:

- Tab 1 - Terms and Conditions for Gas Service (redline and clean)
- Tab 2 - Terms and Conditions for Water Service (redline and clean)
- Tab 3 - Terms and Conditions for Sewage Disposal Service (redline and clean)
- Tab 4 – Exhibit A – Legal Notice



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Citizens of Westfield affirms that a notice regarding the filing in the form attached hereto as Exhibit A (See Tab 4) was published on February 17 in the Indianapolis Star, a newspaper of general circulation in the greater Indianapolis metropolitan area, where the largest number of Citizens of Westfield's customers are located. Citizens of Westfield also affirms that this notice has been posted on the Citizens website and in its customer service lobby.

Upon approval of the enclosed Terms and Conditions for Service and certain Appendices, please return one (1) approved stamped copy of each Terms and Conditions for Service and related Appendices to me for our files. Any questions concerning this submission should be directed to:

John F. Lamb
Manager, Rates & Business Applications
2020 N. Meridian Street
Indianapolis, IN
Email: jlamb@citizensenergygroup.com
Phone/Fax: 317-927-4561

Sincerely,

/s/ John F. Lamb
John F. Lamb
Manager, Rate & Business Applications

Enclosures
cc: Office of Utility Consumer Counselor

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2	Terms and Conditions for Water Service (redline and clean)
3	Terms and Conditions for Sewage Disposal Service (redline and clean)
4	Exhibit A – Legal Notice

Tab 1

- 5.6 If payment for a Utility Services bill from a Customer is not received by the Company or its agent within seventeen (17) days from the date the bill is mailed, the bill shall be considered delinquent.
- 5.61 The Company may add a late payment charge to a Customer's delinquent Utility Services bill; such charge will be ten percent (10%) on the first three dollars (\$3.00) of Gas Delivery and Gas Supply Service charges and three percent (3%) on the amount in excess of three dollars (\$3.00).
- 5.62 A single charge may be made for each visit to the Customer's Premises ~~to collect~~ regarding a delinquent account ~~for applicable Utility Services~~; such charge to the Customer shall be pursuant to the Delinquent Account ~~Collection~~ Trip Charge reflected on Appendix C.
- 5.63 A single charge may be made for handling a single check from a Customer for Utility Services returned unpaid by any financial institution; such charge shall be pursuant to the Bad Check Charge reflected in Appendix C.
- 5.7 The Company may elect, with the consent of the Customer, to replace several Meters in the contiguous complex of a Customer with a Master Meter. Such Master Meter for billing purposes shall be computed on the basis of a single Customer.
- 5.8 Upon detecting a device or scheme which has been utilized to avoid or attempted to avoid full payment for Gas Delivery and/or Gas Supply Services, the Company may, after estimating the volume of Gas Delivery and/or Gas Supply Services so used:
- 5.81 Immediately disconnect such Gas Delivery and/or Gas Supply Services without notice pursuant to Rule 9.3.
- 5.82 Bill and demand immediate payment from the person benefiting from such device or scheme the actual cost of Gas used, corrections and repairs, or two hundred dollars (\$200.00), whichever is more.
- 5.83 Bill any and all damages as provided by Indiana Code 34-24-3-1 et seq. based upon the Company's reasonable and customary estimate thereof.

6. METERING AND RESALE

- 6.1 If the Company owns and installs more than one Meter on the Customer's Premises, except for the convenience of the Company, the rate for service furnished through each metered supply shall be determined as if such service were rendered to a separate Customer.
- 6.2 The Gas supplied to a Customer incident to any Gas Delivery and/or Gas Supply Services shall not be remetered or submetered for resale in whole or in part.

APPENDIX C

NON-RECURRING CHARGES

APPLICABILITY:

Pursuant to the Terms and Conditions, listed below are charges applicable to all Customers in the Company's service area.

CHARGES:

Bad Check Charge (from Section 5. 65 3)	\$11.00
Delinquent Account Collection <u>Trip</u> Charge (from Section 5. 65 2)	\$14.00
Reconnect/Disconnect Charge (from Section 10.1)	\$44.00

- 5.6 If payment for a Utility Services bill from a Customer is not received by the Company or its agent within seventeen (17) days from the date the bill is mailed, the bill shall be considered delinquent.
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Tab 2

RULE 3. METER READINGS AND BILLINGS

3.1 Billings, Meter Readings and Estimates. All Meters normally will be read monthly. When for good cause, pursuant to 170 IAC 6-1-13(c), a Meter is not read on a normal interval, including failure of the Meter or remote counter to register, an estimated Meter read shall be used and so identified on the bill. The Utility will issue bills to Customers on a Monthly basis for the applicable Utility Services. Bills are payable to the office of the Utility or to an authorized agent within seventeen (17) days from the date mailed. When the seventeenth (17th) day falls on a Sunday or a legal holiday, the seventeen-day period shall be considered to end the next business day.

For Customers with consumption history, estimated monthly consumption for interim billings will be based on a comparison of the most recent 12-month average and the most recent two-month average as described below. During the Winter Period, the estimated monthly consumption will be the lower of the 12-month average and the most recent two-month average. During the Summer Period, the estimated monthly consumption will be the higher of the 12-month average and the most recent two-month average. New Customers with less than a 12-month history are billed at the most recent two-month average. Under certain circumstances, a Default Value may be substituted for the use of averages.

Bills for municipal uses will be rendered monthly. Annual unmetered municipal consumption will be estimated, based on consultations, and treated as consumed evenly throughout the year as metered water.

Bills for unmetered fire service will be rendered monthly. If a Customer receives unmetered fire service through a Service Pipe in which a detector check with a bypass Meter is installed, as provided for in Rule 9.9, the Utility will read the Meter at the time of the annual fire service inspection, and the consumption shall be treated as consumed evenly over the period since the previous reading.

3.1.1 Meter readings in units of hundred cubic feet may be converted to units of thousand gallons for billing purposes. The factor used for making a conversion from hundred cubic feet to thousand gallons shall be based on one cubic foot being equivalent to seven and one-half (7.5) U.S. gallons.

3.2 Delinquent Bills. If payment for a Utility Services bill from a Customer is not received by the Utility or its agent within seventeen (17) days from the date the bill is mailed, the bill shall be considered delinquent.

3.2.1 All charges follow the Customer and moving from one Premises to another in no way absolves the Customer from any unpaid charges incurred at a previous location. In the case of leased property, the landlord shall be responsible to the Utility for payment of the bill, even though the tenant may pay it.

3.2.2 The Utility may add a late payment charge to a Customer's delinquent Utility Services bill as set forth on Appendix B.

3.2.3 A single charge may be made for each visit to the Customer's Premises ~~to collect~~ regarding a delinquent account ~~for applicable Utility Services~~; such charge to the Customer shall be pursuant to the Delinquent Account ~~Trip~~Collection Charge reflected on Appendix B.

3.2.4 A single charge may be made for handling a single check from a Customer for Utility Services returned unpaid by any financial institution; such charge shall be pursuant to the Returned Check Charge set forth on Appendix B.

Through its employee, the Utility may ~~accept payment or~~ offer the Utility's 24-hour payment arrangement as an alternative to disconnection. Upon the presentation of satisfactory evidence, ~~or acceptable payment,~~ or acceptance by the Customer or other responsible party of the Utility's 24-hour payment arrangement, service will not be disconnected. The Utility employee is not required to ~~request payment or~~ offer the Utility's 24-hour payment arrangement as an alternative to disconnection. When the employee has disconnected the service, the employee will give to a responsible person at the Residential Customer's Premises, or if no one is at home, will leave at an entry way on the Premises, a notice stating that service has been disconnected and the telephone number of the Utility where the Customer may arrange to have service reconnected.

4.5 Duplicate Notice Protection Plan. A Residential Customer may request the Utility notify a predesignated third party of a Utility Service disconnection notice issued to the Residential Customer. Such request shall be made in writing in the form of a Duplicate Notice Protection Plan Enrollment Application. When requested, the Utility shall notify the predesignated third party, by mail, of the pending Utility Service disconnection at the time the Utility renders the disconnection notice to the Residential Customer. The Utility may restrict the use of the Duplicate Notice Protection Plan to its Residential Customers who are elderly, handicapped, ill, or otherwise unable to act upon a service disconnection notice, as determined by the Utility.

4.6 Postponement of Disconnection of a Residential Customer for Medical Reasons. Except in the case of disconnection for any of the reasons set forth in Rule 4.2, the Utility will postpone the disconnection of Utility Service to a Residential Customer for ten (10) days if, prior to the disconnect date specified in the disconnect notice, the Customer provides the Utility with a medical statement from a licensed physician or public health official stating that such 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 will be continued for one additional 10-day period upon the Customer furnishing the Utility an additional medical statement dated on or before the end of the first 10-day period.

4.7 Other Circumstances Postponing Disconnection of Residential Customer. The Utility will not disconnect service to a Residential Customer who:

4.7.1 fails to pay for water or sewage disposal service rendered at a different Premises, metering point, residence, or location, unless such bill has remained unpaid for at least forty-five (45) days, or

4.7.2 fails to pay for water or sewage disposal service to a previous occupant of the Premises served, unless the Utility has reason to believe the Customer is attempting to defraud the Utility by using another name, or

4.7.3 prior to the disconnect date specified in the disconnect notice, establishes to the Utility's satisfaction the existence of a financial hardship as the reason for his inability to pay the full amount due and (a) pays at least \$10 or one-tenth ($1/10$) of the delinquent bill, whichever is less, (b) agrees to pay the remainder of the outstanding bill within three months, (c) agrees to pay all undisputed future bills for service as they become due and (d) has not breached any similar agreement with the Utility within the past twelve months. The terms of the agreement must be in writing. The Utility may add to the Residential Customer's outstanding bill a late payment charge in the amount prescribed in the Utility's Rate Schedules, or

APPENDIX B

NON-RECURRING CHARGES

APPLICABILITY:

This schedule applies to all Citizens Water of Westfield, LLC (“Utility”) Customers.

SPECIAL PROVISIONS:

Incorporated herein, and made part of this rate schedule, are the Terms and Conditions for Water Service, as amended from time to time. Capitalized terms used in this rate schedule are defined in the Terms and Conditions for Water Service.

1. **LATE PAYMENT CHARGE:** **10% of first \$3.00**
3% of excess

All bills for Utility Services and Private Fire Protection Service not paid within seventeen (17) days from the date the bill is mailed, shall be subject to the Late Payment Charge of ten percent (10%) of the first three dollars (\$3.00) of water service charges and three percent (3%) on the amount in excess of three dollars (\$3.00).

2. **DELINQUENT ACCOUNT COLLECTION TRIP CHARGE:** **\$14.00 per visit**

A single charge may be made for each visit to the Customer’s Premises ~~regarding a delinquent account to collect a delinquent account for applicable Utility Services.~~ [regarding a delinquent account](#)

3. **RECONNECTION CHARGE:** **\$25.00 per reconnection**

In addition to the cost of excavation, after any water service is discontinued to any Customer serviced by the Utility for any reason, whether at the request of the Customer, or because of failure to pay water or sewage disposal service bills, there shall be imposed a charge for turning on the water service.

4. **RETURNED CHECK CHARGE:** **\$11.00 per returned check**

Each Customer that causes a check for Utility Services to be returned by their financial institution due to their account not having sufficient funds to allow such check to be processed, shall be charged eleven dollars (\$11) to cover the cost the Utility incurs to re-process the original transaction.

5. **LATE REPORTING OF TEMPORARY HYDRANT METER WATER USAGE** **\$25.00 per occurrence**

RULE 3. METER READINGS AND BILLINGS

3.1 Billings, Meter Readings and Estimates. All Meters normally will be read monthly. When for good cause, pursuant to 170 IAC 6-1-13(c), a Meter is not read on a normal interval, including failure of the Meter or remote counter to register, an estimated Meter read shall be used and so identified on the bill. The Utility will issue bills to Customers on a Monthly basis for the applicable Utility Services. Bills are payable to the office of the Utility or to an authorized agent within seventeen (17) days from the date mailed. When the seventeenth (17th) day falls on a Sunday or a legal holiday, the seventeen-day period shall be considered to end the next business day.

For Customers with consumption history, estimated monthly consumption for interim billings will be based on a comparison of the most recent 12-month average and the most recent two-month average as described below. During the Winter Period, the estimated monthly consumption will be the lower of the 12-month average and the most recent two-month average. During the Summer Period, the estimated monthly consumption will be the higher of the 12-month average and the most recent two-month average. New Customers with less than a 12-month history are billed at the most recent two-month average. Under certain circumstances, a Default Value may be substituted for the use of averages.

Bills for municipal uses will be rendered monthly. Annual unmetered municipal consumption will be estimated, based on consultations, and treated as consumed evenly throughout the year as metered water.

Bills for unmetered fire service will be rendered monthly. If a Customer receives unmetered fire service through a Service Pipe in which a detector check with a bypass Meter is installed, as provided for in Rule 9.9, the Utility will read the Meter at the time of the annual fire service inspection, and the consumption shall be treated as consumed evenly over the period since the previous reading.

3.1.1 Meter readings in units of hundred cubic feet may be converted to units of thousand gallons for billing purposes. The factor used for making a conversion from hundred cubic feet to thousand gallons shall be based on one cubic foot being equivalent to seven and one-half (7.5) U.S. gallons.

3.2 Delinquent Bills. If payment for a Utility Services bill from a Customer is not received by the Utility or its agent within seventeen (17) days from the date the bill is mailed, the bill shall be considered delinquent.

3.2.1 All charges follow the Customer and moving from one Premises to another in no way absolves the Customer from any unpaid charges incurred at a previous location. In the case of leased property, the landlord shall be responsible to the Utility for payment of the bill, even though the tenant may pay it.

3.2.2 The Utility may add a late payment charge to a Customer's delinquent Utility Services bill as set forth on Appendix B.

3.2.3 A single charge may be made for each visit to the Customer's Premises regarding a delinquent account; such charge to the Customer shall be pursuant to the Delinquent Account Trip Charge reflected on Appendix B.

3.2.4 A single charge may be made for handling a single check from a Customer for Utility Services returned unpaid by any financial institution; such charge shall be pursuant to the Returned Check Charge set forth on Appendix B.

Through its employee, the Utility may offer the Utility's 24-hour payment arrangement as an alternative to disconnection. Upon the presentation of satisfactory evidence, or acceptance by the Customer or other responsible party of the Utility's 24-hour payment arrangement, service will not be disconnected. The Utility employee is not required to offer the Utility's 24-hour payment arrangement as an alternative to disconnection. When the employee has disconnected the service, the employee will give to a responsible person at the Residential Customer's Premises, or if no one is at home, will leave at an entry way on the Premises, a notice stating that service has been disconnected and the telephone number of the Utility where the Customer may arrange to have service reconnected.

4.5 Duplicate Notice Protection Plan. A Residential Customer may request the Utility notify a predesignated third party of a Utility Service disconnection notice issued to the Residential Customer. Such request shall be made in writing in the form of a Duplicate Notice Protection Plan Enrollment Application. When requested, the Utility shall notify the predesignated third party, by mail, of the pending Utility Service disconnection at the time the Utility renders the disconnection notice to the Residential Customer. The Utility may restrict the use of the Duplicate Notice Protection Plan to its Residential Customers who are elderly, handicapped, ill, or otherwise unable to act upon a service disconnection notice, as determined by the Utility.

4.6 Postponement of Disconnection of a Residential Customer for Medical Reasons. Except in the case of disconnection for any of the reasons set forth in Rule 4.2, the Utility will postpone the disconnection of Utility Service to a Residential Customer for ten (10) days if, prior to the disconnect date specified in the disconnect notice, the Customer provides the Utility with a medical statement from a licensed physician or public health official stating that such 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 will be continued for one additional 10-day period upon the Customer furnishing the Utility an additional medical statement dated on or before the end of the first 10-day period.

4.7 Other Circumstances Postponing Disconnection of Residential Customer. The Utility will not disconnect service to a Residential Customer who:

4.7.1 fails to pay for water or sewage disposal service rendered at a different Premises, metering point, residence, or location, unless such bill has remained unpaid for at least forty-five (45) days, or

4.7.2 fails to pay for water or sewage disposal service to a previous occupant of the Premises served, unless the Utility has reason to believe the Customer is attempting to defraud the Utility by using another name, or

4.7.3 prior to the disconnect date specified in the disconnect notice, establishes to the Utility's satisfaction the existence of a financial hardship as the reason for his inability to pay the full amount due and (a) pays at least \$10 or one-tenth ($1/10$) of the delinquent bill, whichever is less, (b) agrees to pay the remainder of the outstanding bill within three months, (c) agrees to pay all undisputed future bills for service as they become due and (d) has not breached any similar agreement with the Utility within the past twelve months. The terms of the agreement must be in writing. The Utility may add to the Residential Customer's outstanding bill a late payment charge in the amount prescribed in the Utility's Rate Schedules, or

APPENDIX B

NON-RECURRING CHARGES

APPLICABILITY:

This schedule applies to all Citizens Water of Westfield, LLC (“Utility”) Customers.

SPECIAL PROVISIONS:

Incorporated herein, and made part of this rate schedule, are the Terms and Conditions for Water Service, as amended from time to time. Capitalized terms used in this rate schedule are defined in the Terms and Conditions for Water Service.

1. **LATE PAYMENT CHARGE:** **10% of first \$3.00**
3% of excess

All bills for Utility Services and Private Fire Protection Service not paid within seventeen (17) days from the date the bill is mailed, shall be subject to the Late Payment Charge of ten percent (10%) of the first three dollars (\$3.00) of water service charges and three percent (3%) on the amount in excess of three dollars (\$3.00).

2. **DELINQUENT ACCOUNT TRIP CHARGE:** **\$14.00 per visit**

A single charge may be made for each visit to the Customer’s Premises regarding a delinquent account.

3. **RECONNECTION CHARGE:** **\$25.00 per reconnection**

In addition to the cost of excavation, after any water service is discontinued to any Customer serviced by the Utility for any reason, whether at the request of the Customer, or because of failure to pay water or sewage disposal service bills, there shall be imposed a charge for turning on the water service.

4. **RETURNED CHECK CHARGE:** **\$11.00 per returned check**

Each Customer that causes a check for Utility Services to be returned by their financial institution due to their account not having sufficient funds to allow such check to be processed, shall be charged eleven dollars (\$11) to cover the cost the Utility incurs to re-process the original transaction.

5. **LATE REPORTING OF TEMPORARY HYDRANT
METER WATER USAGE** **\$25.00 per occurrence**

Tab 3

- 8.1.1** If payment for a Utility Services bill from a Customer is not received by the Utility or its agent within seventeen (17) days from the date the bill is mailed, the bill shall be considered delinquent. All charges follow the Customer and moving from one Premises to another in no way absolves the Customer from any unpaid charges incurred at a previous location. In the case of leased property, the landlord shall be responsible to the Utility for payment of the bill, even though the tenant may pay it.
- 8.1.1.1** The Utility may add a late payment charge to a Customer's delinquent Utility Services bill as set forth in Appendix A.
- 8.1.1.2** A single charge may be made for each visit to the Customer's Premises ~~to collect or attempt to collect~~regarding a delinquent account ~~for applicable Utility Services~~; such charge to the Customer shall be pursuant to the Delinquent Account ~~Collection~~Trip Charge reflected on Appendix A.
- 8.1.1.3** A single charge may be made for handling a single check or electronic payment (e.g., ABD) from a Customer for Utility Services returned unpaid by any financial institution; such charge shall be pursuant to the Returned Check Charge set forth in Appendix A.
- 8.1.1.4** A single charge may be made for providing a Customer with usage summary by meter beyond the twenty-four (24) month period available online; such charge to the Customer shall be pursuant to the Usage Information Charge set forth in Appendix A.
- 8.1.2** The Utility may provide an Automatic Bank Deduction Plan for Non-Industrial Customers, which will be a payment plan whereby the Combined Bill amount is deducted each month from the Non-Industrial Customer's checking account by the Non-Industrial Customer's authorized financial institution. The Utility shall continue to provide to the Non-Industrial Customer a Monthly bill.
- 8.1.3** The Utility may provide a budget plan for payment of Utility Services bills by the Customer whereby the annual bill as estimated by the Utility is divided into even monthly payments. The annual amount actually paid by the Customer shall be balanced with the annual amount actually billed to the Customer and any differences shall be paid by (or credited to) Customer.
- 8.1.4** The Utility shall provide for the application of Combined Bill payment as follows:
- 8.1.4.1** In the case of partial payments of any Combined Bill, the Utility shall prorate Combined Bill payments based upon billed charges for Utility Services and apply payments first to the Customer's oldest outstanding charges for Utility Services and then to the Customer's current charges for Utility Services where applicable. Payments will be applied to charges for non-Utility Services last.

11.5 Through its employee, the Utility may ~~accept payment or~~ offer the Utility's 24-hour payment arrangement as an alternative to disconnection. Upon presentation of satisfactory evidence, ~~or acceptable payment,~~ or acceptance by the Customer or other responsible party of the Utility's 24-hour payment arrangement, Utility Services will not be disconnected. The Utility employee is not required to ~~request payment or~~ offer the Utility's 24 hour payment arrangement as an alternative to disconnection. When the employee has disconnected the service, the employee will give to a responsible person at the Residential Customer's Premises, or if no one is at home, will leave at an entry way on the Premises, a notice stating that service has been disconnected and the telephone number of the Utility where the Customer may arrange to have service reconnected.

11.6 When the employee has disconnected Utility Services, he or she shall give a responsible person on the Premises, or if no one is at home, shall leave at a conspicuous place on the Premises, a notice stating which Utility Services have been disconnected and stating the address, telephone number and business hours of the Utility where the Customer may arrange to have the Utility Services reconnected.

12. RECONNECTION OF SERVICE

12.1 Restoration of Sewage Disposal Service or reconnection of a Customer Sewer lateral connection will be made at the Utility's discretion as soon as reasonably possible but at least within five (5) working days after requested if conditions permit after the Customer has:

12.1.1 Paid all unpaid bills for Sewage Disposal Service;

12.1.2 Made a required deposit to ensure future payment of Sewage Disposal Service bills;

12.1.3 Reimbursed the Utility for any labor, material and associated restoration costs involved in disconnecting and reconnecting Sewage Disposal Service (which disconnection and reconnection charges are set forth in Appendix A); and

12.1.4 Corrected any condition found in violation of any applicable provision of these Terms and Conditions for Sewage Disposal Service.

13. INTERRUPTION OF SERVICE

13.1 Whenever the service is intentionally interrupted for any purpose, except in emergencies, such interruption shall be made during regular working hours of the Utility and at a time to cause the least inconvenience to Customers. Customers who will be affected by such interruption shall, to the extent practical, be notified in advance of the interruption of service.

14. COMPLAINTS AND REVIEW

14.1 Complaint. A Customer may complain at any time prior to disconnection to the Utility about any Utility Services bill, a security deposit, a disconnection notice, or any other matter relating to the Utility Services and may request a conference about such matters. The complaints may be made in person, in writing, or by completing a form available from either the Commission or from the Utility at its business office located at 2020 N. Meridian Street,

APPENDIX A

MISCELLANEOUS NONRECURRING CHARGES

1. INDUSTRIAL CUSTOMER LATE REPORTING CHARGE

In the event that an Industrial Customer fails to submit the report required under Section 8 of the Utility's Terms and Conditions for Sewage Disposal Service by the twenty-fifth (25th) day of the following Month, the Industrial Customer shall pay late reporting charges according to the following schedule:

Late Reports Filed in any Year	Charge
First late report	No charge
Second late report	No charge
Each subsequent late report	\$100.00

2. LATE PAYMENT CHARGE

A Utility Services bill that has remained unpaid for a period of more than seventeen (17) days following the mailing of the bill shall be considered delinquent in accordance with Section 8 of the Utility's Terms and Conditions for Sewage Disposal Service. In such event, a Late Payment Charge will be added to the Utility Services bill in the amount of ten percent (10%) of the first three dollars (\$3.00) of Sewage Disposal Service and three percent (3%) on the amount in excess of three dollars (\$3.00).

3. DELINQUENT ACCOUNT ~~COLLECTION~~TRIP CHARGE

A charge may be made for each visit to the Customer's Premises regarding a delinquent account, ~~to collect a delinquent Utility Services account~~. Such charge to the Customer shall be fourteen dollars (\$14.00).

4. RECONNECTION CHARGE

When Sewage Disposal Service is turned off for non-payment of a bill, or for any reason beyond the control of the Utility, and a reconnection of Sewage Disposal Service is required by any one Customer, a charge will be made by the Utility to cover the cost of discontinuance and reconnection of service; such charge shall be forty-four dollars (\$44.00) per Meter or Customer. The Customer shall pay the Reconnection Charge, along with any Sewage Disposal Service arrears due, and comply with all other requirements set forth in Section 12 of the Utility's Terms and Conditions for Sewage Disposal Service before Sewage Disposal Service will be reconnected.

5. RETURNED CHECK CHARGE

Each Customer that causes a check for Utility Services to be returned by their financial institution due to their account not having sufficient funds to allow such check to be processed, shall be charged eleven dollars (\$11.00) per check to cover the cost the Utility incurs to re-process the original transaction.

6. RATE FOR TEMPORARY USERS

Sewage Disposal Service furnished to temporary users, such as contractors, shall be charged on the basis of schedules set forth in Rate 1 or Rate 2 depending on the characteristics of the temporary user. The amount of usage shall be estimated and established by the Utility before service is rendered.

- 8.1.1** If payment for a Utility Services bill from a Customer is not received by the Utility or its agent within seventeen (17) days from the date the bill is mailed, the bill shall be considered delinquent. All charges follow the Customer and moving from one Premises to another in no way absolves the Customer from any unpaid charges incurred at a previous location. In the case of leased property, the landlord shall be responsible to the Utility for payment of the bill, even though the tenant may pay it.
- 8.1.1.1** The Utility may add a late payment charge to a Customer's delinquent Utility Services bill as set forth in Appendix A.
- 8.1.1.2** A single charge may be made for each visit to the Customer's Premises regarding a delinquent account; such charge to the Customer shall be pursuant to the Delinquent Account Trip Charge reflected on Appendix A.
- 8.1.1.3** A single charge may be made for handling a single check or electronic payment (e.g., ABD) from a Customer for Utility Services returned unpaid by any financial institution; such charge shall be pursuant to the Returned Check Charge set forth in Appendix A.
- 8.1.1.4** A single charge may be made for providing a Customer with usage summary by meter beyond the twenty-four (24) month period available online; such charge to the Customer shall be pursuant to the Usage Information Charge set forth in Appendix A.
- 8.1.2** The Utility may provide an Automatic Bank Deduction Plan for Non-Industrial Customers, which will be a payment plan whereby the Combined Bill amount is deducted each month from the Non-Industrial Customer's checking account by the Non-Industrial Customer's authorized financial institution. The Utility shall continue to provide to the Non-Industrial Customer a Monthly bill.
- 8.1.3** The Utility may provide a budget plan for payment of Utility Services bills by the Customer whereby the annual bill as estimated by the Utility is divided into even monthly payments. The annual amount actually paid by the Customer shall be balanced with the annual amount actually billed to the Customer and any differences shall be paid by (or credited to) Customer.
- 8.1.4** The Utility shall provide for the application of Combined Bill payment as follows:
- 8.1.4.1** In the case of partial payments of any Combined Bill, the Utility shall prorate Combined Bill payments based upon billed charges for Utility Services and apply payments first to the Customer's oldest outstanding charges for Utility Services and then to the Customer's current charges for Utility Services where applicable. Payments will be applied to charges for non-Utility Services last.

11.5 Through its employee, the Utility may offer the Utility's 24-hour payment arrangement as an alternative to disconnection. Upon presentation of satisfactory evidence, or acceptance by the Customer or other responsible party of the Utility's 24-hour payment arrangement, Utility Services will not be disconnected. The Utility employee is not required to offer the Utility's 24 hour payment arrangement as an alternative to disconnection. When the employee has disconnected the service, the employee will give to a responsible person at the Residential Customer's Premises, or if no one is at home, will leave at an entry way on the Premises, a notice stating that service has been disconnected and the telephone number of the Utility where the Customer may arrange to have service reconnected.

11.6 When the employee has disconnected Utility Services, he or she shall give a responsible person on the Premises, or if no one is at home, shall leave at a conspicuous place on the Premises, a notice stating which Utility Services have been disconnected and stating the address, telephone number and business hours of the Utility where the Customer may arrange to have the Utility Services reconnected.

12. RECONNECTION OF SERVICE

12.1 Restoration of Sewage Disposal Service or reconnection of a Customer Sewer lateral connection will be made at the Utility's discretion as soon as reasonably possible but at least within five (5) working days after requested if conditions permit after the Customer has:

12.1.1 Paid all unpaid bills for Sewage Disposal Service;

12.1.2 Made a required deposit to ensure future payment of Sewage Disposal Service bills;

12.1.3 Reimbursed the Utility for any labor, material and associated restoration costs involved in disconnecting and reconnecting Sewage Disposal Service (which disconnection and reconnection charges are set forth in Appendix A); and

12.1.4 Corrected any condition found in violation of any applicable provision of these Terms and Conditions for Sewage Disposal Service.

13. INTERRUPTION OF SERVICE

13.1 Whenever the service is intentionally interrupted for any purpose, except in emergencies, such interruption shall be made during regular working hours of the Utility and at a time to cause the least inconvenience to Customers. Customers who will be affected by such interruption shall, to the extent practical, be notified in advance of the interruption of service.

14. COMPLAINTS AND REVIEW

14.1 Complaint. A Customer may complain at any time prior to disconnection to the Utility about any Utility Services bill, a security deposit, a disconnection notice, or any other matter relating to the Utility Services and may request a conference about such matters. The complaints may be made in person, in writing, or by completing a form available from either the Commission or from the Utility at its business office located at 2020 N. Meridian Street,

APPENDIX A

MISCELLANEOUS NONRECURRING CHARGES

1. INDUSTRIAL CUSTOMER LATE REPORTING CHARGE

In the event that an Industrial Customer fails to submit the report required under Section 8 of the Utility's Terms and Conditions for Sewage Disposal Service by the twenty-fifth (25th) day of the following Month, the Industrial Customer shall pay late reporting charges according to the following schedule:

Late Reports Filed in any Year	Charge
First late report	No charge
Second late report	No charge
Each subsequent late report	\$100.00

2. LATE PAYMENT CHARGE

A Utility Services bill that has remained unpaid for a period of more than seventeen (17) days following the mailing of the bill shall be considered delinquent in accordance with Section 8 of the Utility's Terms and Conditions for Sewage Disposal Service. In such event, a Late Payment Charge will be added to the Utility Services bill in the amount of ten percent (10%) of the first three dollars (\$3.00) of Sewage Disposal Service and three percent (3%) on the amount in excess of three dollars (\$3.00).

3. DELINQUENT ACCOUNT TRIP CHARGE

A charge may be made for each visit to the Customer's Premises regarding a delinquent account. Such charge to the Customer shall be fourteen dollars (\$14.00).

4. RECONNECTION CHARGE

When Sewage Disposal Service is turned off for non-payment of a bill, or for any reason beyond the control of the Utility, and a reconnection of Sewage Disposal Service is required by any one Customer, a charge will be made by the Utility to cover the cost of discontinuance and reconnection of service; such charge shall be forty-four dollars (\$44.00) per Meter or Customer. The Customer shall pay the Reconnection Charge, along with any Sewage Disposal Service arrears due, and comply with all other requirements set forth in Section 12 of the Utility's Terms and Conditions for Sewage Disposal Service before Sewage Disposal Service will be reconnected.

5. RETURNED CHECK CHARGE

Each Customer that causes a check for Utility Services to be returned by their financial institution due to their account not having sufficient funds to allow such check to be processed, shall be charged eleven dollars (\$11.00) per check to cover the cost the Utility incurs to re-process the original transaction.

6. RATE FOR TEMPORARY USERS

Sewage Disposal Service furnished to temporary users, such as contractors, shall be charged on the basis of schedules set forth in Rate 1 or Rate 2 depending on the characteristics of the temporary user. The amount of usage shall be estimated and established by the Utility before service is rendered.

Tab 4

LEGAL NOTICE

PUBLIC NOTICE is hereby given that on February 20, 2017 Westfield Gas Corporation, d/b/a Citizens Gas of Westfield; Citizens Water of Westfield, LLC; and Citizens Wastewater of Westfield, LLC (collectively, "Citizens of Westfield") intends to file with the Indiana Utility Regulatory Commission ("Commission") certain proposed changes to their respective Terms and Conditions for gas, water, and sewage disposal service (collectively "Terms and Conditions for Service") as approved by the Commission.

Citizens of Westfield plans to stop field collections. This initiative requires certain additions and modifications to Citizens of Westfield's Terms and Conditions for Service. The cessation of field collections and related proposed Terms and Conditions for Service modifications will be applicable to Citizens of Westfield's gas, water, and sewage disposal customers, and will impact them because Citizens employees will no longer accept payments in the field, as currently described within the Terms and Conditions for Service. The proposed changes to Citizens of Westfield's Terms and Conditions for Service will be eligible for approval by the Commission on or after March 22, 2017. This notice is provided to the public pursuant to 170 IAC 1-6-6. Contact information, to which an objection should be made, is as follows:

Secretary
Indiana Utility Regulatory Commission
PNC Center
101 West Washington Street
Suite 1500 East
Indianapolis, Indiana 46204
Telephone: (317) 232-2701
Facsimile: (317) 232-6758

Office of Utility Consumer Counselor
PNC Center
115 West Washington Street
Suite 1500
Indianapolis, Indiana 46204
Telephone: (317) 232-2494
Toll Free: (888) 441-2494
Facsimile: (317) 232-5923