

STATE OF INDIANA
BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

ORDINANCE NO. 2018 – OR – 012

**AN ORDINANCE AUTHORIZING THE PRESIDENT OF THE TOWN COUNCIL TO
ENTER INTO PAYMENT PLANS ON BEHALF OF THE TOWN'S WATER
DEPARTMENT WITH DELINQUENT CUSTOMERS**

WHEREAS, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body and the President of the town council is the town executive; and,

WHEREAS, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the town; and,

WHEREAS, from time to time some customers of the Town’s Water Department have difficulties paying their water bills on time; and,

WHEREAS, instead of moving forward with legal action or collection services to recover the monies owed, this Council desires to create an additional option to collect the past due amounts without any additional costs to the Town of Sellersburg, Indiana; and,

WHEREAS, this Council now desires to authorize the President of this Council of the Town of Sellersburg to enter payment plans with any delinquent customers of the Town’s Water Department for a term not to exceed six (6) months.

NOW THEREFORE BE IT ORDAINED by this Town Council of Sellersburg, Indiana the following:


1. The President of this Council of the Town of Sellersburg has the authority to enter payment plans with delinquent customers of the Town’s Water Department for a term not to exceed six (6) months.
2. A copy of the payment plan is attached hereto as Exhibit A.

3. The President has the sole discretion as to whether to enter a payment plan. Furthermore, the President is under no obligation to enter into a payment plan.
4. This ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Council.


So Ordained this 11 day of June, 2018.

“Aye”


“Nay”


Paul J. Rhodes
Council President

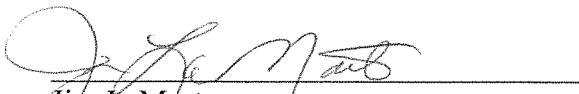
Paul J. Rhodes
Council President


Brad Amos
Council Vice President


Brad Amos
Council Vice President


Martina Webster
Council Member


Martina Webster
Council Member


Jim LaMaster
Council Member

Jim LaMaster
Council Member


William Conlin
Council Member

William Conlin
Council Member


Attested by: Michelle Miller
Sellersburg Clerk-Treasurer

FIRST READING

DATE: 6/11/2018

MOTION: Ames

SECOND: Conlin

VOTE: 5 AYE 0 NAY 0 ABSTAIN

SECOND READING

DATE: 6/11/2018

MOTION: Welster

SECOND: LaMaster

VOTE: 5 AYE 0 NAY 0 ABSTAIN

EXHIBIT A

Payment Agreement to Settle Debt

Town of Sellersburg Water Department, referred to as Sellersburg Water and _____ (account name), referred to as DEBTOR, with the account number as maintained by the Town of Sellersburg Billing office as _____ (account number), agree to a payment plan for the indebtedness between them.

Sellersburg Water, hereby agrees to offer a mutually agreed payment plan to bring the indebtedness due the Sellersburg Water to current terms on the following terms and conditions:

Sellersburg Water and the DEBTOR agree that the current past amount due is \$ _____ (the amount of the debt) for the time frame between _____ and _____. The parties agree that the DEBTOR shall pay a monthly sum of \$ _____ (the amount of the debt, divided by total monthly term) to Sellersburg Water as payment towards the existing past due amount on the debt, in addition to making current payments to Sellersburg Water for current monthly usage, if any.

TOTAL AMOUNT PAST DUE \$ _____. TERMS OF REPAYMENT _____ months

The payment shall be made by _____.

(note the form of payment-cash, certified check, or debit card payment (if available)).

This compromise is expressly conditioned upon the payment being received by _____ (date that payment is to be made). If the DEBTOR fails to pay the amount by _____ (date that payment is to be made), the remaining amount owed by the DEBTOR will be immediately due, including any assessed penalties, late fees, and attorney's fees as provided by town ordinance and Indiana law.

This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Dated: _____

Signature: _____

Paul Rhodes, Town Council President.

Town of Sellersburg Water Department, CREDITOR

Signature: _____

_____ (Print name)

Debtor

Location Address

Property Owner

Parcel Identification Tax Number: