

CITY OF LANCASTER, UTILITIES COLLECTION OFFICE
CONTRACT FOR UTILITY SERVICE
Commercial/Industrial/Government

Company Name _____

Government ID _____

Service Address _____

Mailing Address (if different) _____

Company Contact Person _____

Contact Person Address _____

Phone _____ Fax _____ E-Mail _____

Would you be interested in accessing your account via the Internet? Yes____ No____ If yes, your temporary password is _____

Buying/Renting/Leasing _____ If renting/leasing, owner's name _____

Owner's Address _____

Owner's Home Phone _____ Owner's Work Phone _____

Date Service Requested (at least one day from application-contract) _____

Previous Address _____

Parent Company Name _____

Parent Company Address _____

Phone _____ Fax _____ E-Mail _____

List All Partners/Officers and Title:

Name _____ Title _____

Address _____ Phone _____

Name _____ Title _____

Address _____ Phone _____

Name _____ Title _____

Address _____ Phone _____

Credit Reference _____

Address _____

Phone _____ Relationship _____

Credit Reference _____

Address _____

Phone _____ Relationship _____

Customer Responsibility

Payment

The applicant agrees to pay monthly, on or before the due date, for the utility services rendered by the City of Lancaster. Charges for service will be made at the regular established rates for the class of service applicable to the applicant.

Delinquency

All rates and charges not paid when due are hereby declared to be delinquent and a penalty of five percent (5%) of the amount of the rates or charges due shall be attached thereto. The time at which such rates or charges shall be paid is now fixed at fifteen (15) days after the date of mailing of the bill.

The City shall terminate service on delinquent accounts not paid after notice. In order to restore service the customer must bring current all delinquent charges. In addition, the city will charge a reconnection fee and a \$150.00 deposit.

The applicant agrees to pay reasonable expenses of collection including attorney's fee, collection agency fees, court costs and interest should it become necessary to use such measures to collect the charges made to the applicant's account. Accounts with no activity for 30 days will be placed with a collection agency.

Security Deposit

The applicant is required to pay a deposit if he or she is a new customer. A new customer is one that has not had an account with the city in the last three years. The applicant agrees that the deposit is not considered as the prepayment of any bill. Unpaid accounts will be considered delinquent notwithstanding the existence of a security deposit. The deposit will be held for six months. The City will apply the amount of the security deposit to the account at the end of six months. Should the customer discontinue service prior to the six months, the City will apply the amount of the security deposit to the final bill of the customer, and any balance remaining will be refunded to the customer.

Reasonable Access

The applicant shall permit the City's authorized representatives to enter on the customer's premises at all reasonable times for the purposes connected with rendering, billing, or disconnecting utility services.

Discontinue Service

The applicant agrees to be responsible for the payment of utility charges incurred at these premises until their responsibility is discontinued in one of the following ways:

1. By mutual agreement evidenced in writing and signed by the City and the applicant.
2. By a 24 hour written notice to have services disconnected and the City physically terminating the service.
3. By the proper assumption of the payment responsibility by a party acceptable to the City and upon completion of an application-contract for service by the other party.

Denial of Service

Every applicant for utility service whose application-contract is denied shall be advised of that denial by delivery to him or her of a completed Denial of Service form. Delivery shall be made personally at the time of the application if the application-contract is made in person, or by ordinary mail to the address listed in the application-contract within one business day after the application-contract is received, if the application-contract is made by telephone. Persons whose application-contracts are denied have a right to a hearing.

The only grounds for which an application-contract for utility service can be denied are that:

1. The premises to be served require specified repairs before utility service can be safely provided; or
2. The applicant owes the City an outstanding bill for prior utility service under an account established in the applicant's name. However, no application-contract can be denied for this reason if the applicant tenders payment for the prior account.

Tampering with Utility Equipment

ORC 4933.18. Tampering with utility equipment

(A) In a prosecution for a theft offense, as defined in [section 2913.01](#) of the Revised Code, that involves alleged tampering with a gas, electric, steam, or water meter, conduit, or attachment of a utility that has been disconnected by the utility, proof that a meter, conduit, or attachment of a utility has been tampered with is prima-facie evidence that the person who is obligated to pay for the service rendered through the meter, conduit, or attachment and is in possession or control of the meter, conduit, or attachment at the time the tampering occurred has caused the tampering with intent to commit a theft offense.

In a prosecution for a theft offense, as defined in [section 2913.01](#) of the Revised Code, that involves the alleged reconnection of a gas, electric, steam, or water meter, conduit, or attachment of a utility that has been disconnected by the utility, proof that a meter, conduit, or attachment disconnected by a utility has been reconnected without the consent of the utility is prima-facie evidence that the person in possession or control of the meter, conduit, or attachment at the time of the reconnection has reconnected the meter, conduit, or attachment with intent to commit a theft offense.

(B) As used in this section:

- (1) "Utility" means any electric light company, gas company, natural gas company, pipe-line company, water-works company, or heating or cooling company, as defined by division (A)(4), (5), (6), (7), (8), or (9) of [section 4905.03](#) of the Revised Code, its lessees, trustees, or receivers, or any similar utility owned or operated by a political subdivision.

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- (2) "Tamper" means to interfere with, damage, or by-pass a utility meter, conduit, or attachment with the intent to impede the correct registration of a meter or the proper functions of a conduit or attachment so as to reduce the amount of utility service that is registered on the meter.

ORC 4933.20. Tampering with gas pipes and apparatus

No person shall maliciously open, close, adjust, or interfere with a valve, regulator, gauge, gate, disc, curb cock, stopcock, meter, or other regulating, operating, or measuring device or appliance in or attached to the wells, tanks, conduits, pipelines, mains, service pipes, house pipes, display pipes, or other pipes of a gas company or manufacturer or furnisher of gas with intent to cause the escape of gas or to injure or destroy such property. No person shall maliciously enlarge or alter a mixer furnished or approved by a gas company or manufacturer or furnisher of gas to or for a consumer of gas, or maliciously remove from its connection a mixer so furnished or approved. No person shall without express permission, consume for fuel the gas of a gas company or manufacturer or furnisher of gas without the use of a mixer so furnished or approved by such gas company or manufacturer or furnisher of gas, or tap, sever, or open a main or pipe used or intended for the transmission of gas, or connect with such main or pipe any other main or pipe. This section does not apply to an agent or employee, for that purpose, of the owner, manufacturer, or operator of the devices or appliances referred to in this section.

As used in this section, "gas" includes natural and artificial gas used for heating and illuminating purposes

Underground Gas Pipe Maintenance

The Lancaster Municipal Gas, in accordance with federal regulations, is required to make you aware of certain safety recommendations regarding your natural gas line running underground from your gas meter to a structure or a gas-burning appliance.

The Lancaster Municipal Gas operates its gas system with an emphasis on safety. We are required to design, operate, and maintain our underground natural gas pipeline system in accordance with prescribed federal safety standards. The Lancaster Municipal Gas does not maintain the customer gas piping, upstream and/or downstream of the gas meter. This is the responsibility of the customer who owns that piping. If buried pipe is not properly maintained, it may be subject to corrosion (if the piping is metallic) and/or leak.

To ensure the continued safe and reliable operation of these lines, your buried piping should be checked periodically. You (or the building owner) are advised to contact a qualified plumber or heating contractor to assist in locating and inspecting your buried gas piping. If any unsafe condition is discovered, repairs should be made immediately. The Yellow Pages are an excellent source for listings of plumbers and heating contractors.

Call Before You Dig

Should you plan to dig around buried gas piping, the piping should be located in advance and all digging should be carefully done by hand in the vicinity of the pipe. It is always a good idea to contact the **Ohio Utilities Protection** service at **1-800-362-2764**, in order that all utility-owned buried pipe and cable may be located. This is a free service.

The applicant warrants that all the information provided by them in this application-contract is true and correct and understands that false or misleading information shall be cause for the city to deny or cancel service and demand immediate payment of any amounts that are due. Applicant(s) have read and understand the terms of this application-contract.

Applicant's Signature _____ Date _____

City Representative _____ Date _____

Please return completed Application-Contract to:

City of Lancaster, Ohio
Utilities Collection Office
P O Box 1099
Lancaster, OH 43130-0819
Phone: 740-687-6627 Fax: 740-681-5040

e-mail: utilities@ci.lancaster.oh.us

www.ci.lancaster.oh.us