



## **GENERAL RULES AND REGULATIONS**

**City of Lancaster, Ohio  
Utilities Collection Office**

**104 E. Main Street  
P.O. Box 1099  
Lancaster, OH 43130  
Phone • 740-687-6627  
E-mail: [utilities@ci.lancaster.oh.us](mailto:utilities@ci.lancaster.oh.us)**

### **Customer Service Hours**

**Phone Hours • Monday - Friday 7:30 a.m. – 3:55 p.m.**

**Lobby Hours • Monday – Friday 8:00 a.m. to 3:55 p.m.**

**Revised August 4, 2021**

**Service policies and procedures are subject to change**

## DEFINITIONS

**Assessment Fee:** A fee charged when the property is owner occupied and or the owner is financially responsible for water, sewer or stormwater charges not paid when due, the Utilities Collection Office may place a lien upon the real property for unpaid charges and penalties to the Fairfield County Auditor each May and September.

**Account set-up charge:** A non-refundable fee that covers initial administrative start-up costs and is assessed when service is started or transferred.

**Billing Address:** The address at which the customer, contractually liable for Utility services furnished to a service address, receives billings from the City. Billing addresses may, but need not be, the address at which said services are received.

**City:** The City of Lancaster, Ohio including its subdivisions and employees.

**Consumer:** Any person who is the ultimate user of gas, water, sewer, sanitation and stormwater services provided by the city.

**Court Cost Fees:** A non-refundable fee incurred when our collection agency files a lawsuit for unpaid final bills for service.

**Customer:** Any person or entity that enters into a contractual agreement with the City to receive or pay for utility services to a premise, provided by the City. Customers may be consumers of the services provided.

**Deposit:** A set amount of money given as a pledge or security for payment of future bills.

**Dishonored Check:** A check that has been dishonored by the bank as a NSF (non-sufficient funds) check or a checking account closed and returned to the City.

**Notice of Disconnection:** Is a ten (10) day written notice of proposed termination of service. Notice may be included on the bill, mailed first class or personally delivered to a contracted customer whose account is past due. The date of the notice shall be the date of the mailing.

**Illegal reconnection fee:** Is a non-refundable fee to cover administrative and labor costs when a customer has been terminated for non-payment of their utility account, for a defaulted extended payment arrangement or for non-payment of a NSF check and the City discovers the service to have been reconnected by someone other than a city employee.

**Meter Re-Read fee:** A non-refundable fee incurred when a customer requests that an *estimated* meter be re-read.

**Owner:** The person, firm, organization or entity who holds the legal title to a premise or property.

**Person:** Any individual eighteen years of age or older or an emancipated minor.

**Request for Hearing:** A written request for a hearing to an employee of the City of Lancaster Utilities Collection Office.

**Courtesy Notice Before Termination:** Is a written twenty-four (24) **Courtesy** notice of scheduled termination of service **for dishonored checks and credit card payments**. This notice is personally delivered. The date of the notice shall be the date of personal delivery.

**Service Address:** Any individual address at which gas, water, sewer, sanitation or stormwater services are furnished

**Service:** The provisions by the City of gas, water, sewage removal and sanitation pick up services.

**Tenant:** The person, firm, organization or entity who has the right of possession in a property through a legal contract or otherwise.

**Trip charge:** Is a non-refundable fee that covers administrative and labor cost to turn service on, off or missed customer appointments (no-shows).

### **APPLYING FOR SERVICE**

**All applicants must be of legal age (18) to apply for Utility Service.**

Prior to Tenants signing in, the Owner(s) (aka deed holders) must complete and sign the Contract for Utility Service to establish ownership of the premises. All individuals listed on the deed filed with the Fairfield County Auditor's Office **MUST** sign the Contract for Utility Service. Owners who have past due balances are required to pay such balances under ALL of their properties before new service is provided to tenants.

Customers who are purchasing their property on land contract are considered tenants and the deeded owner must complete the Contract for Utility Service to establish ownership of the premises. Once the deeded owner has established ownership of the premises, the land contract customer may sign in as the tenant.

Applications for Service must be made in person at the Utilities Collections Office and must be accompanied by all applicable fees/or deposits and valid government issued photo identification. Other documentation such as an "original" signed social security card, birth certificate, etc., may be required. One of the following documents must be provided:

- Copy of Settlement Statement (received at closing), or
- Copy of Land Contract, or
- Copy of a valid Lease, or
- Deed

The applicant's signature establishes personal liability for payment of bills at the service address.

**If it is determined that you, your spouse or anyone included on your lease or any member of your current household owes the City of Lancaster Utilities Collection Office any past due/delinquent bills, the unpaid bill must be paid in full before service will be provided.**

**If after service is provided and it is found that such past due/delinquent bills do exist, current service may be discontinued without liability to the City until payment of the prior bill (s) is made in full.**

**Any application for service using a different name in an attempt to conceal charges at a prior location will be considered as obtaining “service by deceit”. This or falsification of any information or identification on this application will result in immediate termination of service.**

*The application process for new service will not be started after 3:35 p.m. as the office closes at 3:55 p.m.*

When two or more consumers are using gas and or water from the same meter, the property owner will be required to sign in for the service and be responsible for receiving and paying the bill. Meter(s) feeding more than one service location must stay in the property owner’s name.

Any person or entity, who owns premises to which services are or can be delivered, shall have the right to establish a service account to pay for future service to the premises **unless**:

1. The applicant is a person or an entity who has a delinquent service account for any premises in the applicant’s own name; or
2. The applicant is a person or entity who has failed to cure the breach for which service was terminated; or
3. Conditions exist at the unit for which service is sought which would be grounds for termination of the service; or
4. The City reserves the right to refuse service where new application is being made for the purpose of avoiding responsibility for payment of services provided at the current application address.
5. Owners who have past due balances are required to pay such balances before new utility service is provided to tenants at any of their properties.

## **DEPOSITS AND SERVICE CHARGES**

A deposit is required if the following situations apply:

1. New customer, one that has not had service in his or her name with the City of Lancaster in the last three years (thirty-six months);
2. Service terminated for unpaid bills;
3. Establishing new service after Bankruptcy. This does not apply to continuation of service upon filing bankruptcy;
4. Establishing services with outstanding unpaid bills.

The City must receive all required deposits, in full, at the time service is requested or reconnected. The deposit is held for six months. At the end of six months, the deposit will be applied to the account.

If service is discontinued at the current address, the deposit will be transferred to the new account or applied toward the final bill.

On a final bill, any remaining deposit in excess of any indebtedness will be refunded to the customer.

<b>DEPOSITS</b>					
<b>Residential Deposit</b>		<b>Commercial Deposit</b>		<b>Bankruptcy Deposit</b>	
Gas	\$75.00	Any or all service	\$150.00	All Class	\$150.00
Water	\$50.00	<b>Industrial Deposit</b>		<b>Outstanding Balance</b>	
Sewer	\$50.00	Any or all service	\$150.00	All Class	\$150.00
Sanitation	\$50.00	<b>Reconnection Deposit</b>			
All Service	\$100.00	All Class	\$150.00		

<b>SERVICE CHARGE</b>	
Account Set-Up	\$5.00
Dishonored Check	\$35.00
Trip Charge	\$20.00
Meter Re-Read Fee	\$20.00
Illegal Reconnection Fee	\$250.00
Court Cost Fee	Per fees assessed
Property Assessment Fee	\$100.00

A \$5.00 non-refundable account set-up fee will be charged for **each** service location a customer signs in for.

An Outstanding Balance Deposit is required when a customer's final bill is paid **after** the billing due date.

Missed customer appointments (no-shows) will be charged a Trip Charge of \$20.00 for each missed appointment.

## **BILLING**

Gas, Water, Sewer, Wellhead, Sanitation, Landfill and Stormwater are billed in arrears. Bills for utility service shall at least be rendered monthly for the actual amount shown by the gas and or water meter reading, except estimated bills may be rendered if access to a customer's meter was unobtainable for a timely reading. The monthly bill shall also include non-metered charges for Sanitation, Non-Metered Sewer, Landfill, Stormwater and Wellhead.

Each gas and/or water service account bill shall represent gas and or water used as determined by the actual meter reading or an estimated reading based upon previously used gas and/or water at the same premises or a minimum service charge. Estimated meter readings are used in the event the meters cannot be read directly due to no access, insufficient employee coverage, weather conditions, obstructions or meter malfunctions. To avoid receiving customer called in readings after estimated billing charges have been applied, blue cards will no longer be left for the purpose of customer called in meter readings. In these instances, customers will receive one (1) free Meter Re-Read per calendar year. Meter Re-Read requests over and above the one (1) free Meter Re-Read will be assessed a \$20.00 Meter Re-Read Fee. When a gas and/or water meter has been estimated for twelve (12) months, a letter will be sent to the customer requesting they contact our office to schedule an appointment for an actual reading. Estimated readings shall be noted as

such on the bill. Bills for each service account shall be mailed to the customer on a monthly basis.

**Failure to receive a bill that was mailed to the current mailing address on file does not prevent service charges and or penalties from accruing nor does it waive the customer's obligation to pay same when due.** The City of Lancaster Utilities Collection Office is not responsible for delayed mail delivery of a bill or a payment.

Customers requesting printed copies of their utility bills will receive one (1) courtesy copy to be e-mailed, faxed or picked up within a 12-month period. Additional requests above and beyond the one (1) courtesy copy will be charged a fee as per the City of Lancaster Public Records Policy current fee per page. In addition, the actual cost of postage may be charged. We may require payment of these fees prior to processing your request.

All bills are due and payable on or before the specified due date on the bill. The City will allow fifteen (15) days between the date of the bill and the due date specified on the bill. Any utility bill not paid on the due date specified will be considered delinquent and a late fee of 5% of the current charges will be assessed. Utility accounts past due shall receive a Notice of Disconnection requesting payment within fifteen (15) days to prevent termination of services. Gas and/or water service shall not be restored until all service charges and deposits are paid in full. A Notice of Termination of Utility Service shall be left at the premises if the service is terminated.

### **Level Billing**

Level billing is an option that allows eligible **residential** customers to pay for utilities in equal monthly amounts rather than experience the seasonal fluctuations of normal billing. The level-billing amount is calculated on the most recent eleven months usage and current rate for each service. Payment amounts are subject to evaluation after six months. To be eligible for level billing, the customer must have lived at the current residence for one year and have a zero (\$0.00) balance. Eligible accounts are placed on level billing July through August 31 of each year. The June billing of each year is the settlement bill.

Level billing customers must pay the level bill amount in full, each month, by the due date to remain on the level-billing plan. In the event a level billing charge remains unpaid ten days after the due date, the customer forfeits their level-billing privilege until the next year's level-billing season. The account returns to regular billing and the total account balance will be due on the due date on the bill.

### **Finalizing Account**

A customer who intends to move or discontinue the use of utility service(s) or in any way terminate their contractual obligation with the City must contact the Utilities Collection Office to request utility service at the address be discontinued and specify a final date, which is at least one (1) working day after the date on which the customer notified the City to have service finalized. The customer must provide a forwarding address to which the City may mail the final service bill. The customer will be responsible for all utility services used at the premise until such notice is given and the customer has provided access so that the Utilities Collection Office may obtain the final meter readings.

Unpaid final bills (one or any combination of the following) may be:

1. Transferred to other active accounts under the same name and social security number; or
2. Forwarded to our collection agency; or
3. Assessed to the tax duplicate with the Fairfield County Auditor's Office.

### **Landlord/Tenants**

**The City does not manage properties.** As a COURTESY, the City will attempt to notify the owner, via letter, when a Tenant finalizes services and services revert back into the owner's name. The City will not get involved in Landlord/Tenant disputes. The City will not recalculate and bill a Tenant to reflect a date other than the original final date requested. **Landlord must recover costs directly from Tenant.**

The City shall read the gas and or water meter and finalize the service as near as possible to the requested final date. A final bill shall be prepared, mailed and become due 15 days after the final bill date. Final bills not paid by the due date will be sent to collections. Final balances not paid by the due date will be transferred to an active account whenever an active account for the same customer exists.

### **Limit on Corrections to Residential Utility Billings**

Whenever the City has undercharged any residential customer as the result of a metered and/or non-metered inaccuracy or other continuing problem under its control, the City may only bill the customer for the amount of the un-metered gas, water or sewer rendered in the three hundred sixty-five (365) days immediately prior to the date the City remedies the meter inaccuracy. The maximum portion of the undercharge for un-metered gas, water or sewer rendered that may be recovered from the customer in any billing month shall be determined by dividing the amount of the undercharge by twelve and the quotient is the maximum portion of the undercharge that the City may recover from the customer in any billing month, in addition to either regular monthly charges of any type or regular level payment amounts billed in accordance with an agreement between the customer and the City. The time period over which the undercharge may be collected shall be twelve consecutive months.

The City shall not recover any interest charge, service charge or fee whether or not a percentage is utilized for its computation, for billings made pursuant to this section.

Nothing in this section shall be construed to prevent the customer from paying an undercharge or any portion thereof in a time shorter than that stated in this section. Nothing in this section shall be construed to prevent the City from collecting an undercharge or any portion thereof in a time longer than that stated in this section.

The City may not collect any amount otherwise permitted to be collected, unless the City, in the first bill the purpose of which is to collect the amount for un-metered gas, water or sewer service states the entire amount that it seeks to collect.

The City, in order to collect the undercharge from a customer, may not shut off the service of the customer except for safety reasons, except in the event of a request by the customer and except to enforce a shut-off provision that is triggered by nonpayment by a customer of a lawfully owing past due amount.

Whenever the City has overcharged any residential customer as the result of a meter or metering inaccuracy, the City will adjust the customer's bill in proportion to the error for the period covered by the bill in question and, if applicable, to the date of installation of a new meter, but said adjustment period shall not exceed the previous three hundred sixty-five (365) days immediately prior to the date the City remedies the inaccuracy.

This section does not apply to any act that is a theft offense, as defined in section 2913.01 of the Revised Code and that involves tampering with utility equipment or theft of utility service or where a physical act of a customer or its agent causes inaccurate or no recording of the meter reading, or inaccurate or no measurement of the gas, water or sewer rendered.

### **Sewage Adjustment**

When a water leak occurs and does not enter the sewer system (outside faucet leak, leak in a basement with no drains or crawl space) an adjustment may be given for sewer usage in excess of the normal consumption. The customer must provide a letter stating where and when the leak occurred and any documentation that supports their statement.

The City may conduct an investigation at the service location to determine where the leak occurred and assure the leak has been properly repaired.

No adjustment will be given when the leak is in a bathtub, toilet, sink or basement with drains.

*Revised February 17, 2005*

### **Water and Sewer Monthly Customer Charge**

When water is terminated at the curb or the meter is locked, voluntarily or involuntarily, the rate code on water and sewer will be changed to N/C (No Charge) after usage and/or monthly customer charge, up to the termination date is billed.

Should water be terminated, voluntarily or involuntarily, a lock valve must be in place before service can be restored. If a lock valve has not been installed or existing valve is not functioning properly, the owner and or tenant will be notified that installation or repairs are needed before service can be restored. If it is determined that service has been restored without such lock valve in place or by someone other than a City representative, this will be considered theft of service and a \$250.00 illegal reconnection fee may be assessed.

If there is more than one meter on the service and only one curb stop, the service must be terminated at the meter and locked. Otherwise, water service must be terminated at the curb.

When water is terminated voluntarily, it is the responsibility of the customer to make the meter accessible to the City.

If there is no lock valve on the water line before the meter, customers will continue to be charged until a lock valve is in place and locked. The lock valve must be purchased from the Division of Water and installed by a plumber. The Division of Water must inspect the valve after installation. When the valve is inspected the Division of Water will read the meter, lock the valve and notify the Utilities Collection Office.



Monthly meter reading will continue during the period which service is marked as terminated. Any usage on the meter during that period will be charged to the customer.

Customers will be charged a \$20.00 trip charge for **each** time the service is terminated or restored. A reading must be obtained and recorded on the work order when service is terminated and when service is restored.

The rate code will be changed back to regular codes once service is restored by turning it on at the curb or removing the lock.

Residential customers who vacation for periods of two to six months are eligible to receive credit for water and sewer monthly charges during that period. If there is water usage during that period, no credit will be given for the month there is usage. The customer must complete and return a Vacation Form to the Utilities Collection Office prior to leaving and notify Utilities upon their return to receive credit.

*Effective February 1, 2005.*

### **Gas Monthly Customer Charge**

When gas service is terminated, voluntarily, for the purpose of **Foreclosure**, the rate code on gas will be changed to N/C (No Charge) after usage and /or monthly customer charge, up to termination date, is billed.

When gas service is terminated, involuntarily, for Active, Delinquent, Abandoned service locations, the rate code on gas will be changed to N/C (No Charge) after usage and/or monthly customer charge, up to termination date, is billed.

Gas service **must** be terminated at the curb and locked. When gas is terminated voluntarily or involuntarily, it is the responsibility of the customer to make the meter accessible to the City.

Monthly meter reading will continue during the period which service is marked as terminated. Any usage on the meter during the period will be charged to the active customer.

Customers will be charged a \$20.00 trip charge for each time service is terminated or restored. A reading must be obtained and recorded on the work order when service is terminated and when service is restored.

The rate code will be changed back to regular codes once the service is restored by turning it back on at the curb.

*Effective March 6, 2012*

### **Sanitation Charge**

The City of Lancaster will no longer allow sanitation pickup to be temporarily suspended at an address when other utilities remain connected. This will assure the proper billing for services received and also eliminate the possibility of residents continuing to place trash out for pickup when they are not paying for the service. The only time sanitation service can be stopped is when a house is vacated and all utilities are turned off at the curb or locked at the meter when there is more than one meter on the service line.

Residential customers who vacation for periods of two to six months are eligible to receive credit for sanitation pick-up during that period. If there is water usage during that period, no credit will be given for the month there is usage. Customers must complete and return a Vacation Form to the Utilities Collection Office prior to leaving and notify Utilities upon their return to receive credit.

*Effective July 29, 2004, Revised February 1, 2005.*

## **METER LOCATION AND ACCESS**

The City reserves the right to require access to and relocation of its meters and metering equipment to accommodate the purpose of this provision and the customer shall provide for such access and relocation on request of the City and at the expense of the customer. Failure to provide access and or relocate meters may result in termination of service.

In the event premises is a Rental Property and the Tenant and/or Occupant refuses the City's authorized representative reasonable access for the purpose of obtaining actual readings and/or termination for delinquency, service *may* revert back into the Owner's name until such time access is granted and tenant provides new lease and completes the Contract for Utility Service.

Pursuant to Lancaster Codified Ordinance 911.05 "the Superintendent of Water shall have the right to enter at any reasonable time any property served by a connection to the public water supply or distribution system of Lancaster for the purpose of inspecting the piping or systems thereof." Should access be refused, a **Right of Entry** letter will be issued. Failure to allow entry is a violation of Lancaster Codified Ordinance 911.05 and is an unclassified misdemeanor with a fine of up to \$100.00 per day.

## **PAYMENT OPTIONS**

### ***Pay by Mail***

Use the return payment envelope provided with our bill and mail the bottom portion of your bill along with a check (starter checks not accepted) or money order to Lancaster Utilities Collection Office, PO Box 1099, Lancaster, OH 43130-0819. We suggest you do not send cash through the mail. Please allow adequate time for delivery. Payments are accepted during normal business hours Monday through Friday, except Holidays.

### ***Pay in Person***

The Utilities Collection Office, 104 E. Main Street, accepts payments, cash, check (starter checks not accepted) or money order Monday through Friday, except Holidays, 7:30 a.m. to 4:25 p.m.

When paying in person, please bring the bottom portion of your utilities bill that contains the account number.

Utility payments may be made at any Fairfield National Bank Location, as shown on the back of the utility bill. Please check each location for available hours. Fairfield National Bank personnel are only authorized to accept **full bill** amounts, as shown on the utility bill.

### ***Internet Payment & Pay by Phone***

Customers have the option to pay their bills on-line, enroll in automatic payment options and view account history or pay by telephone twenty-four hours a day. Payments can be made online by visiting the City website at [www.ci.lancaster.oh.us](http://www.ci.lancaster.oh.us) and selecting ***Utilities Online Account Management*** or by logging onto <https://www.iwebms.net/lancaster>. Payments can also be paid by phone by calling (740) 415-3099. Upon electing to make a payment via the internet or telephone, customers will be automatically linked to a third party and will be required to pay a processing fee. NCR Payment Solutions, (NCR), is the City of Lancaster Utilities Collection Office third-party payment processor. A third-party convenience fee, also known as a transaction fee, is necessary to cover the cost of processing payments by NCR. This fee is set by NCR and paid to NCR. **The City of Lancaster Utilities Collection Office does not retain any portion of this fee. Customer payments on a Notice of Disconnection must be received in our office at least two (2) business days BEFORE the due date to prevent termination of service.**

### ***Automatic Pay***

The Automatic Pay plan allows payment of customers' utility bill electronically through an automatic monthly debit to a designated customer checking or savings account. There is no charge to customers who choose to participate. A completed and signed authorization agreement with an attached voided check is required.

### ***Pay by Night Depository***

A night depository is available for accepting utility payments via check or money order day or night. We suggest you do not put cash in the night depository. The depository is located on the Broad Street side of the Municipal Building (City Hall) to the right of the steps. The depository is collected each business day morning.

### **Dishonored Checks**

In the event a check is not honored by the bank (i.e., non-sufficient funds, account closed, etc.) and is returned for refund, the customer is subject to the following:

1. \$35.00 service charge per each occurrence
2. Termination of utility service if full payment of the amount of the dishonored check and the fee has not been made within the time frame given on the notice delivered to the account holder.

Payment methods accepted to cover a dishonored check are ***Cash, Money Order or Certified Check***. Personal Checks will not be accepted.

Dishonored checks written by a third party (a check written on an account that is not in the customer's name) for the payment of utility charges are treated as if written by the customer. Failure to make restitution for dishonored payments can result in criminal charges being filed.

**If a customer has a second returned payment within a 12-month period, the customer will be subject to all of the above as well as:**

1. No payment in form of a personal check will be accepted for payment for a period of one (1) year subsequent to the date of the latter returned payment. Payment must be

made in the form of *Cash, Money Order or Certified Check*. After the one-year period, it shall be at the customer's request that a personal check be accepted.

**Overpayments**

Cash will not be returned for checks, money orders or charges in excess of the amount due on a utility account; overpayments for active accounts will be applied to the utility account and appear as a credit towards future bills. Overpayments for inactive accounts may be transferred to an active account whenever an account active for the same customer exists or a refund check will be processed through the City of Lancaster Auditor's Office. When a credit balance over \$1.00 exists and the credit cannot be transferred to another account, a refund check will be issued to the account holder(s) and mailed to the mailing address on file.

**AGENCY ASSISTANCE**

The following agencies provide financial assistance. Please contact them for eligibility requirements:

Community Action	1743 E. Main Street	(740) 653-4146
Job & Family Services	239 W. Main Street	(740) 652-7889
Information & Referral Service	108 W. Main Street, Suite C	(740) 687-0500
State of Ohio HEAP		(800) 282-0880

The City shall accept vouchers from social agencies. In most cases, vouchers are credited to a service account prior to the City receiving payment. A voucher from the State of Ohio Home Energy Assistance Program is posted as an adjustment to the customer's gas service.

**PAYMENT ARRANGEMENTS AND RESPONSIBILITY**

Effective January 1, 2019, payment arrangements and extensions on a Notice of Disconnection will no longer be permitted. **Utilities are used and billed monthly and payment is required monthly.**

Extended Payment Arrangements are **NOT** offered on a normal monthly bill due to inability to pay.

Customers who experience gas and or water leaks generating large utility bills may request an Extended Payment Arrangement and that request must be made by the current month's billing due date. **Customers are required to pay account penalties, returned checks and utility service fees.**

All EPA's must be signed to be valid.

Extended Payment Arrangements **will not** be granted:

1. If a previous Extended Payment Agreement was not paid per the agreement;
2. If the Extended Payment Agreement was not requested by the due date specified on the bill.

The City shall offer:

1. A plan that requires either six equal monthly payments on the arrearages in addition to full payment of current bills; or
2. A plan that requires three equal monthly payments on the arrearages in addition to full payment of current bills.

If a customer informs the City of a medical problem, the City shall inform the customer of the medical certification program.

Extended Payment Agreements MUST be paid on or before the monthly billing due date to avoid termination of service(s). **Failure to pay per the Extended Payment Agreement WILL RESULT IN SERVICES BEING TERMINATED WITHOUT FURTHER NOTICE** and will result in denial of additional Extended Payment Arrangements. If terminated for non-payment of an Extended Payment Agreement, services will not be reconnected until the entire account balance and reconnection fees have been paid. Reconnection on the same day as payment is not guaranteed.

### **MEDICAL CERTIFICATION**

The City shall not terminate Gas/Water utility service for non-payment if the termination of Gas/Water utility service would make operation of medically necessary life-supporting equipment impossible or impractical, if the customer enters into and makes payments in accordance with an approved Extended Payment Agreement. Proper certification by a Licensed Medical Professional and or Local Board of Health Physician is required. Medical Certificates can be mailed, delivered in person or faxed to the Utilities Collection Office at (740) 681-5040.

Any consumer who is a permanent resident of the premises where the service is rendered may qualify for certification.

A licensed physician, physician assistant, clinical nurse specialist, certified nurse practitioner, certified nurse-midwife or local board of health physician must certify the condition to the City.

The Medical Certification shall be in writing and shall include the name of the person to be certified, a statement that the person is a permanent resident of the premises in question, the name, business address, and telephone number of the certifying party, the nature of the condition, the medically necessary life-supporting equipment needed, and the period of time during which termination of Gas/Water utility service will be especially dangerous to health. Initial certification by the certifying party may be by telephone if written certification is forwarded to the City within seven days.

For a customer subject to termination for non-payment, an approved medical certificate shall prohibit the termination for a period of thirty (30) days and may be invoked as long as the customer has made a payment equivalent to 25% of the outstanding arrears balance within the past thirty (30) days. For a customer already terminated for non-payment, a period of thirty (30) days may be invoked as long as the customer has made a payment equivalent to 25% of the outstanding arrears balance within the past thirty (30) days.

Two additional thirty (30) day medical certificates, **which cannot be utilized consecutively**, may be granted up to a limit of ninety (90) days in any given twelve (12) month period. The Superintendent or the Assistant Superintendent must approve a medical certificate.

## **BANKRUPTCY**

### **Pre-Petition Account**

The current account will be finalized closing out the customer's pre-petition account.

### **Post-Petition Account**

A new account will be assigned in the customer's name, on the date the pre-petition account was closed.

### **Required Deposit**

A \$150.00 deposit is required for the establishment of new service after Bankruptcy.

### **Notice of Dismissal**

When the Court dismisses a bankruptcy case, the amount owed for the pre-petition service account will be transferred to the post-petition account. Regular collection action may once again be pursued for the total amount owed.

### **Notice of Discharge**

The case is over and the debtor has been discharged.

## **FORECLOSURE**

The Property Owner is responsible for utilities until the deed transfers or we receive a letter from the Bank indicating the customer is no longer responsible for the property. The letter must be on the Bank's letterhead and must include the date the customer left the property. If this date is not included in the letter, the customer's account will be finalized the date the letter is received.

To terminate or suspend service due to Foreclosure, the ***Notice of Service Termination or Suspension Request*** form must be completed. To prevent future minimum monthly customer charges for Gas and Water, gas service must be terminated at the curb and meter and locked and water service must be terminated at the curb or the meter locked. The rate code will be changed to N/C (No Charge) after usage and/or monthly customer charge, up to the termination date is billed. Monthly meter reading will continue during the period which service is marked as terminated. Any usage on the meter during that period will be charged to the customer.

Sanitation charges can be stopped when a house is vacated, and all utilities are turned off at the curb and locked or locked at the meter.

The Stormwater charge does not rely on occupancy of the premises to be in effect, therefore, the Stormwater charge will continue to be billed and due monthly.

## **PROPERTY ASSESSMENT**

When a property is owner occupied and or the owner is financially responsible for water, sewer, sanitation and stormwater charges not paid when due; the Utilities Collection Office may place a lien upon the real property for the unpaid charges and penalties, to the Fairfield County Auditor each September. Thirty- (30) days prior to the certification, the owner will be notified by letter, at the mailing address on file, of the unpaid water, sewer and stormwater charges. Failure of the owner to receive this notice will not prevent the certification process from proceeding. “The county auditor shall place the certified amount on the real property tax list and duplicate against the property served by the connection. The amount placed on the tax list and duplicate shall be a lien on the property served from the date placed on the list and duplicate shall be collected in the same manner as other taxes”. “The lien shall be released immediately upon payment in full of the certified amount”.

Customers certified to the Fairfield County Auditor’s Office will be assessed a fee of \$100.00

## **TERMINATIONS**

For the safety of City personnel, Field Service Representatives are not permitted to accept payments in the field to prevent disconnection of service. All payments must be made in the Utilities Collection Office Monday through Friday between the hours of 7:30 am and 4:25 pm, excluding Holidays.

### **Right to Termination**

The City has the right to terminate or refuse Utility service(s) for the following reasons:

1. A former customer owes unpaid bills continues to reside or request service at the same premise;
2. To make necessary repairs, alterations, extensions or leaks;
3. For non-payment of any bill, including dishonored checks and charge backs;
4. Failure to keep written payment arrangements;
5. Failure to fulfill the requirements of utility service application;
6. For misrepresentation in the application to the City for utility service;
7. For failure to provide access to the City’s meters at the City’s request;
8. A final meter reading is performed;
9. Customer/Owner request;
10. Meter tampering, theft of service, or fraud;
11. Violation of the City Plumbing Code;
12. Condemnation of property;

13. Abandonment of the property;

**Termination for Non-Payment & Notifications Prior to Termination**

If service is terminated for Non-Payment, default of a written Extended Payment Agreement, a Dishonored Check and or Credit Card, service will not be restored until all charges, a reconnection deposit and service fees have been paid in full.

***Non-Payment (Including Winter Disconnect)***

Utility bills are due and payable on or before the specified billing due date. The City will allow fifteen (15) days between the date of the bill and the due date specified on the bill. Utility bills not paid on the due date specified will be considered delinquent and a late fee of 5% of the current charges will be assessed. Utility accounts with past due balances shall receive a Notice of Disconnection requesting payment within fifteen (15) days to prevent termination of service.

***Notice of Disconnection may be included on the bill, mailed first class or personally delivered to the current mailing address on the account.*** If payment is not received in our office by the proposed termination date, **SERVICES WILL BE TERMINATED WITHOUT FURTHER NOTICE.** **Disconnection of service will begin on the first business day after the DUE DATE.**

***Written Extended Payment Agreement***

In the event a customer does not abide by a written Extended Payment Agreement, **SERVICES WILL BE TERMINATED WITHOUT FURTHER NOTICE.** **Disconnection of service will begin on the first business day after the DUE DATE.**

***Dishonored Check and or Credit Card***

In the event a dishonored check or a credit card was received for payment of a *Notice of Disconnection*, a Courtesy Notice Before Termination will be issued granting the customer an additional twenty-four (24) hours to pay the past due amount.

In the event a dishonored check and or credit card were received for payment of a current bill, a *Notice of Disconnection* will be mailed first class or personally delivered ten (10) days prior to the date proposed for termination.

***Fairfield Metropolitan (Metro) Housing Authority Landlord Agreement in Lieu of Tenant Termination***

In the event a Metro tenant's services are eligible for termination due to delinquency, services may revert back into Metro's name. Final readings would be obtained, and the tenant(s) would receive a final bill.

Should Metro require the tenant(s) to sign back in for utilities, the tenant(s) would be required to pay the finalized account balance, in full, plus the outstanding balance deposit because impending termination required services to go back into Metro's name.



### **Terminations for Reasons other than Non-Payment**

#### ***Excessive Water Use***

In order to prevent excessive waste or substantial damage, the City reserves the right to terminate service when a water meter registers excessive use indicating a potential leak. The City shall attempt to contact the customer and or property owner prior to terminating service. If contact cannot be made, the Meter Reader or Field Service Representative shall leave a blue card explaining why the water service has been terminated. The customer must make repairs before water service will be restored.

#### ***No One is Responsible for the Service***

This disconnection occurs in the event a property owner fails to complete the ***Contract for Utility Service***, establishing ownership of the premises. A *Notice of Disconnection* will be mailed first class or personally delivered ten (10) days prior to the date proposed for termination requesting someone sign in for service. Should the Owner fail to comply with the *Notice of Disconnection*, **SERVICES WILL BE TERMINATED WITHOUT FURTHER NOTICE. Disconnection of service will begin on the first business day after the DUE DATE.**

#### ***Tenant(s) Fails to Sign in for Service***

As per a property Owner's request, a *Notice of Disconnection* will be personally delivered ten (10) days prior to the date proposed for termination in the event a Tenant(s) has failed to sign in for utility service. Should the Tenant(s) not comply with the *Notice of Disconnection*; **SERVICES WILL BE TERMINATED WITHOUT FURTHER NOTICE. Disconnection of service will begin on the first business day after the DUE DATE.**

#### ***Owner Requests Service Terminated Between Tenants***

An Owner can request services be terminated between tenants by completing the *Termination / Suspension Request Form*. A \$20.00 trip charge is assessed, per trip, to turn on and to turn off. The City shall not comply with requests for a seasonal turn-on/off to any unit on a temporary, seasonal basis.

#### ***Theft of Service***

Service has been disconnected for non-payment and a recheck of the meter(s) shows that services has been illegally reconnected by someone other than the City of Lancaster. The Lancaster Police Department is contacted and theft of services may be pursued. A \$250.00 Illegal Reconnection Fee is assessed each time service is found to be illegally reconnected. No notice to the occupants is required since the service was previously terminated by the City of Lancaster.

#### ***Meter(s) Not Accessible***

The meter(s) is not accessible to the City and the meter reading(s) has been estimated for 12 months. A letter will be sent to the owner and/or occupant of the property requesting an appointment be scheduled and the owner would be notified before this type of termination would occur.

### ***Termination for City Repairs***

If the purpose of the termination is for City repairs, except in Emergency situations where no notice is required, repairs shall not be processed unless reasonable notice has been given to those affected by the termination. Reasonable notice shall include, but not be limited to, publication in a local newspaper, personal contact or knocking on the door with placement of a door hanger.

### ***Voluntary Termination of Service***

The City reserves the right to require 24-hours' notice (one working day) to complete a customer request for termination of service. It is the customer's responsibility to provide access for final meter readings. The daily work schedule may not guarantee next business day service.

Requests for voluntary termination of utility service must be made at the Utilities Collection Office by completing the *Service Termination/Suspension Request Form* by the customer contractually obligated to pay charges incurred at the service address.

If the billing address and the service address are different, notification of the termination shall be given, in writing, to the service address no less than ten (10) days prior to the termination date. The customer may have this requirement waived by either demonstrating to the City's satisfaction that the premises are unoccupied or by bringing in a signed waiver from the tenant(s) of the premises waiving their right to the ten (10) day notice. Mailing the notification via regular U.S. mail to the service premises shall constitute sufficient notice.

If the tenant(s) actually occupying the service premises petitions the City not to terminate, stating he or she is the legal tenant of the service premises and provides a copy of the lease, the tenant(s) may establish service in his/her name. The contract customer remains liable for all fees and charges up until the time of transfer of service into the tenant(s) name.

A customer who intends to move from the service address or discontinue the use of utility services or in any way terminates their liability, shall give the Utilities Collection Office notice of such intention not later than twenty-four (24) hours, or one (1) working days' notice before moving. The customer shall be liable for all utility service and related charges that may be used upon the service premises until such notice is given and the Utilities Collection Office has obtained the final meter readings.

Voluntary Termination will not occur until the city representative personally visits each affected service address and verifies the premises are vacant.

### **The Notice of Disconnection shall contain the following information:**

1. Service address, account number, customer's name and address, and the identity of the city utility department and its address.
2. The proposed date of termination if the account is not paid or hearing requested.
3. The reason for the proposed termination, including the amount due, the location and hours at which payment in person can be made and the minimum payment necessary to avoid termination.
4. Or, if you are a residential user of utility services with individual meters per service address at the address to be terminated and if the customer responsible for paying the

utility bill does not live at your address and is not the property owner, you may avoid termination by paying only the current month's utility bill, the standard residential deposit and agreeing to contract for your own utility usage.

5. The right of the customer of the utility to a hearing to appeal the reasons for the proposed termination and that if a hearing is requested, the termination will not take place until the hearing process is completed;
6. The title, address, telephone number and business hours of the utility representative that may be contacted to request a hearing, or to assume responsibility for future utility charges. This information will appear in all capital letters at the bottom of the notice after the words, "FINAL NOTICE – IF YOU HAVE ANY QUESTIONS OR DISPUTES ABOUT THIS BILL CALL"

If the billing address and the service address are different, notification of the termination shall be delivered to the customer as well as each affected service address.

When the service address to be terminated is tenant occupied, as a Courtesy, the Property Owner will be notified by telephone prior to termination. Owner will be advised that if **gas service is off at the meter over 60 days** a pressure test is required and it is the owner's responsibility to contact a plumber to perform the pressure test and test must be witnessed by the Lancaster Municipal Gas Department and the inside piping must be inspected prior to gas service being restored. If **gas service is off at the curb over 60 days**, owner is advised that a pressure test is required inside and out and it is the owner's responsibility to contact a plumber to perform the pressure test and test must be witnessed by the Lancaster Municipal Gas Department and inside and outside piping must be inspected prior to gas service being restored.

Lancaster Municipal Gas Department does not perform Real Estate Inspections. When purchasing a home where gas service has been terminated, the property owner must have a pressure test performed by a Certified Plumber (Operator Qualified) prior to restoration of gas service.

### **Termination**

Except for emergency terminations, termination of service shall not occur after twelve-thirty p.m. (12:30 p.m.) on a day preceding a holiday or weekend. All termination of service shall be documented by a written service order recording the date, time, and identity of the city employee (initials and employee identification number) terminating service; such documentation shall be retained in the business file kept by the City relating to the service address affected.

The City employee shall leave notice that utilities have been terminated in a prominent place at the entry to each service address affected by termination, which shall clearly inform the occupant of the following:

1. The date and time of the termination;
2. The reason for termination;
3. If termination is for non-payment, the amount which must be paid, including any reconnection fee, to have service restored;

4. The location and hours of the office at which payment can be made to obtain restoration;
5. The title, address, telephone number and hours during which the Utility Billing office may be contacted to discuss restoration of service;
6. If services are in an owner's name and services were terminated for non-payment, consumer may establish utility service in their name provided the consumer does not owe an outstanding bill to the City and consumer pays deposit.
7. A consumer or customer's right to a hearing to contest termination or refusal to restore service, although that request will not now postpone termination unless it can be established that prior notice of proposed termination was not given.

The city representative shall document the service order of the delivery of the termination notice, including the date and time such actions were performed and his/her identity.

Whenever services are terminated restoration fees will be assessed to the customer whenever the Utilities Collection Office responds to the premises being serviced in relation to termination or subsequent reconnection when response is due to an act or omission by the customer, which resulted in the termination action. Regardless of reconnection, if termination is because of nonpayment, a restoration fee will be added to the final bill.

If warranted, the Lancaster Utilities Collection Office will notify proper authorities of termination.

## **APPEALS PROCESS**

### **Steps of the Appeals Process**

Any customer who disputes their utility bill charges, penalties, whether proper payments have been made or their indebtedness to the City for Gas, Water, Sewer, Sanitation and Stormwater services, may appeal such issue(s) as follows:

#### **Step 1**

The customer shall contact the Lancaster Utilities Collection, before the billing due date, in person or by telephone and attempt to verbally resolve their complaint with an Employee of the office. If the customer cannot resolve the complaint in this manner, the Customer may request a hearing to appeal the Department's decision to the City of Lancaster Service-Safety Director or the Director's designee, in accordance with Step 2 below.

#### **Step 2**

If the customer has received a Notice of Disconnection or other information that the Customer's Gas and Water service will be terminated, the request for Hearing must be submitted in person to the Service-Safety Director within five (5) calendar days from the Disconnection Notice date. Preprinted Hearing Request Forms and a Statement outlining the Customer's rights in the Hearing shall be maintained and be available to the Customer's at the Lancaster Utilities Collection Office. Gas and Water shall be continued until the results of the Hearing are known.

### **Outline of Appeals Process:**

The following rules and procedures shall be applicable when requesting a Hearing or appealing a decision under the appeal steps outlined above:

- A. The request for a Hearing shall be submitted to the Service-Safety Director on a pre-printed form available in the Lancaster Utilities Collection Office.
- B. The Hearing shall be held before the Service-Safety Director or his Designee within five business (5) days (Monday through Friday, excluding Holidays) following the receipt for Request.
- C. The Customer shall have the right to Representation and the right to present verbal and or documentary evidence at the Hearing.
- D. The decision by the Service-Safety Director or the Director's Designee shall be issued within a reasonable amount of time following the Hearing.
- E. If the decision of the Service-Safety Director or the Director's Designee is to terminate Gas and Water service, the termination shall occur no sooner than twenty-four hours (24) hours following notification of the decision to the customer.

Appeals of termination should include billing errors, policy issues or other matters unrelated to a Customer's inability to meet the minimum payment requirement.

### **RESTORATION OF SERVICE**

To restore service, the customer(s) must complete and sign a **new** Contract for Utility Service. The total account balance plus all applicable restoration fees **MUST** be paid via cash, money order or certified bank check, personal checks will not be accepted.

Upon restoration of service, should it be discovered the meter lock has been cut off, the cost of the meter lock may be assessed to the active account at the time the meter was locked.

If utility service has been terminated or suspended, service shall not be restored unless a responsible adult of legal age (18), is available at each service address to be restored to ensure that restoration will not cause damage to the premises. The City shall restore service suspended for the purpose of non-emergency repair upon the demand of the customer, owner or of an adult consumer-residing at any service address so affected, without charge.

The City may assess a reasonable charge against the person or entity requesting services related to the suspension of service for the purpose of non-emergency repairs. The City shall restore service suspended for the purpose of emergency repairs once all hazards are eliminated, without charge.

In the case of a voluntary termination of utility service, in the event the City failed to comply with the procedures as set forth above, or if the City's verification of vacancy was in error, the City will restore service upon demand of any adult consumer of utility service at the service address so affected, without charge.

In the case of an involuntary termination, in the event the City failed to comply with the procedures as set forth above, or if the City's termination of service was in error, the City will restore service

upon demand of any adult consumer of utility service at the service address so affected, without charge.

In the case of proper termination in compliance with the procedures as set forth above, the consumer can obtain restoration of service, if the consumer pays the current month's charges, the standard residential deposit required to initiate utility service, provides a copy of their signed lease and assumes responsibility for timely payment of future charges for service provided at the service address, as set forth above, if metering allows. Restoration will be scheduled for the next business day.

The Superintendent and the Assistant Superintendent are empowered to order restoration when good cause is otherwise shown.