

ORDINANCE NO. 08-19

AN ORDINANCE ESTABLISHING THE POLICIES AND PROCEDURES FOR THE BILLING AND COLLECTION OF PAYMENT FOR THE PROVISION OF UTILITIES SERVICES BY THE VILLAGE

WHEREAS, the Village provides electric, water, and sewer and refuse collection services (herein “Utility Services”) in the Village; and

WHEREAS, the Village desires to amend, update and standardize the policies and procedures regulating the provision of utility service in the Village through the creation of appropriate codes pertaining to the provision of utility service to: 1) facilitate the fair and equitable provision of utility services; and 2) delineate the Village’s obligation to provide utility services; and

WHEREAS, the Village desires to formalize and codify its policies and procedures with respect to the provision, billing, and collection of payment for utility services provided by the Village; and

WHEREAS, this ordinance creates a Chapter 901 of a Village Code within a Title 9 of the Village Code and sets forth the Village’s policy with regard to policies and procedures for the billing and collection of payment for the provision of utility services.

WHEREAS, unless specifically required or prohibited by this Chapter, the Village Management shall have the authority to interpret this Chapter to implement the intent and purpose of this Chapter to provide safe, reliable, and efficient delivery of utility services, and the Village Management shall have the discretion and authority to grant relief from the strict application of this Chapter in those situations where the Village Management, in the exercise of professional judgment, determines such relief is warranted for the safe, reliable, and efficient operation of the utility service; and

NOW, THEREFORE, BE IT ORDAINED, by the Council of the Village of Versailles, Ohio:

SECTION ONE: The Village of Versailles hereby enacts the following general utility procedures applicable to the provision of all utility services by the Village.

901.01 General

(a) The provisions set forth in this Chapter shall govern the provision of utility services by the Village of Versailles. The Village of Versailles provides the following utilities services:

1. Electric
2. Water and Sewer
3. Refuse Collection

Unless otherwise specified in this Chapter, all of the provisions of this Chapter shall be applicable to each type of utility service provided by the Village.

(b) For those utility services provided by the Village, the Village of Versailles shall be the sole and exclusive provider of utility services in the Village unless otherwise approved by the Village. The rates for the provision of each of the utility services have been established in separate ordinances, which may be amended from time to time by the Village.

(c) Nothing set forth in this Chapter shall foreclose or bar the Village from collecting fees and charges due and owing the Village for the provisions of electric, water, sewer, and refuse collection services in the manner set forth in Ohio Revised Code Section 735.29.

(d) All Customers who receive utility service from the Village shall comply with all of the obligations and requirements set forth in this Chapter.

(e) The Village Management shall have the authority to grant an application for a variance to any provision of these General Utility Provisions or any other provision of Chapters 903, 905 or 907 of the Versailles Utilities Code. The Applicant for such variance shall provide such information as the Applicant deems necessary to justify the variance or the Village Management requests to be able to fully evaluate the need of such variance and the impact of any such variance on existing Customers and the safe and reliable operation of the utility service. The Village Management may grant or deny the variance within the exercise of their reasonable professional judgment. The Applicant may appeal the denial of a variance request to the Village Policies Committee.

(f) Unless specifically required or prohibited by this Chapter, the Village Management shall have the authority to interpret this Chapter and Chapters 903, 905, and 907 to implement the intent and purpose of these Chapters to provide safe, reliable, and efficient delivery of utility service. The Village Management shall have the discretion and authority to grant relief from the strict application of these Chapters in those situations where the Village Management, in the exercise of professional judgment, determines such relief is warranted for the safe, reliable, and efficient delivery of utility service.

901.02 Definitions

The definitions set forth herein shall be applicable to the provision of utility services by the Village and shall be applicable to all provisions of Title 9 of the Village Codified Ordinances, including Chapters 901, 903, 905 and 907, as may be amended from time to time.

(a) Adult - A person at least 18 years of age, as evidenced by a birth certificate or a valid driver's license.

(b) Applicant - An adult individual or person, association, entity, corporation, or partnership that applies for utility service.

(c) Consumption - The amount of water or electric service passing through a customer's meter (or for billing purposes, estimated to have passed through such meter) in a billing cycle.

(d) Customer - An applicant that has been approved to receive utility service from the Village and has contracted (whether orally or in writing, or expressed or implied) to receive utility service from the Village for a premises.

(e) Distribution/Collection Main - A pipe and other facilities maintained and operated by the Village that transports or distributes potable water to and/or returns sewage from the premises as appropriate.

(f) Electric Distribution Circuit - Electric facilities maintained and operated by the Village to distribute electricity to a customer.

(g) Facilities - All equipment and related appurtenances owned by the Village necessary to provide utility services to the premises.

(h) Meter - the Village approved device or apparatus, including associated remote registers, used to measure all consumption through a customer's water or electric service line to serve a premises.

(i) Premises - The physical property to be provided utility services, including, but not limited to each of the following which shall constitute a residence:

1. One building designed or used for single-family occupancy as a residence.

2. One building designed or used for single-family occupancy both as a residence and for professional or business purposes, when the business or profession is conducted by the resident. (When not so conducted, the portion occupied by the resident constitutes one premises, and each separate portion occupied by other persons for professional or business purposes constitutes a separate premises.)
 3. A combination of adjacent buildings; one portion designed or used for single-family occupancy as a residence, and the other portions designated for professional or business purposes; all of which are occupied by the resident. (When not so occupied, the portion designed or used for single-family occupancy constitutes one premises, and each separate portion designed or used for professional or business purposes and occupied by other persons constitutes a separate premises.)
 4. One building designed or used by one person for professional or business purposes.
 5. A combination of adjacent buildings designed or used by one person for professional or business purposes.
 6. Each combination of rooms designed or used for single-family occupancy as a residence within a multiple-unit building.
 7. Each room or combination of rooms designed or used by one person for professional or business purposes within a house or within a multiple-unit building.
 8. Each parcel of land which requires utility services.
- (j) Property Owner - Owner of the premises as evidenced by the County Records.
- (k) Service Connection - The connection of the Village's distribution/collection main or electric distribution circuit with the Customer's service line at or near the premises, which connection enables the Customer to receive utility service.
- (l) Service Line - The pipe, line, cable, or wire that connects the premises to the Village's distribution/collection mains or electric distribution circuit as the case may be.
- (m) Structures - Buildings, sheds, garages, and the like physically located on the premises.
- (n) Tap-In - The connecting of a service line to a distribution/collection main or electric distribution circuit.
- (o) Utility Service(s) - is the provision of electric service, potable water, and sanitary sewer service, and/or refuse collection service by the Village.
- (p) Village - The Village of Versailles, Ohio.

901.03 Establishment of Village Utilities Policies Committee

- (a) There shall be created a Committee to be known and designated as "Village Utilities Policies Committee", which shall consist of three (3) members, who are residents of the Village of Versailles, Ohio, who shall be appointed by the Mayor with the approval of the Versailles Village Council.
- (b) The term of the three (3) persons of the Village Utilities Policies Committee to be appointed by the Mayor shall be three (3) years, except the term of members appointed to the first committee, whose terms shall be as follows: one (1) member for three years, one (1) member for two (2) years, and one (1) member for one (1)

year. In the event that a vacancy shall occur during the term of any member, his/her successor shall be appointed for the unexpired portion of said term. Within a reasonable time after the appointment of said Village Utilities Policies Committee and approval of the members thereof, upon call of the Mayor, said Committee shall meet and organize, by the election of a chairperson and the appointment of a secretary. The said Committee shall then provide for the adoption of rules and procedures for the holding of regular and special meetings as said Committee shall deem advisable and necessary in order to perform the duties herein set forth.

(c) Members of the Village Utilities Policies Committee shall serve without compensation, but shall be entitled to reimbursement for any and all necessary expenditures in carrying out the functions of the Committee.

(d) The Village Utilities Policies Committee, appointed by the Mayor, shall have the power set forth below to conduct and hear appeals properly brought before it pursuant to this chapter.

(1) The Village Utilities Policies Committee shall have the authority to grant such relief in each case before it, as the Committee, in the exercise of its discretion, deems appropriate and which is consistent with the codified ordinances of the Village of Versailles, and the Committee shall issue such written policies, regulations, or interpretations as it deems appropriate to implement the codified ordinances of the Village of Versailles. The Village Utilities Policies Committee shall have the authority to deny any request and shall act only upon the concurrence of a majority of its members. All actions of the Village Utilities Policies Committee are final, except as otherwise provided herein.

(2) If the customer has received a disconnection notice and: a) is disputing the delinquency or its amount; b) seeking an extended payment plan on different terms than offered by the Village Customer Service Representative; c) seeking relief due to a health condition; or d) seeking relief due to a bankruptcy, the Village Utilities Policies Committee shall review all relevant evidence presented by the customer. If the Committee finds that the evidence presented demonstrates that the Customer is entitled to the relief sought, the Committee shall impose whatever terms and conditions are warranted in the continued provision of utilities services to the Customer, and the disconnection notice shall be rescinded. If the Committee finds that there is insufficient evidence presented and the Customer is not entitled to the relief sought and the disconnection notice is proper, then the disconnection shall proceed unless the Customer brings the account current or executes an extended payment plan, upon the terms and conditions imposed by the Village Utilities Policies Committee.

(3) If the Customer has not received a disconnection notice but is disputing an amount owed or the manner in which utilities service is being provided, the Village Utilities Policies Committee shall review all such evidence presented by the Customer. If the Committee finds that the evidence presented demonstrates that the Customer is entitled to the relief sought, the Committee shall grant relief requested and impose whatever terms and conditions are warranted in the provision of utilities service to the Customer. If the Committee finds that the evidence presented does not warrant the relief requested, then the Customer's relief shall be denied.

(4) The Fiscal Officer of the Village of Versailles shall maintain a record of all proceedings held before the Village Utilities Policies Committee, pursuant to this section.

(5) An applicant may appeal an adverse decision of the Village Utilities Policies Committee to the Council of the Village of Versailles, Ohio. In considering any such appeal of a decision of the Village Utilities Policies Committee, the Village Council will be performing a quasi-judicial function and not a legislative function. An applicant may appeal an adverse decision

of the Village Council with the Court of Common Pleas, pursuant to the Ohio revised Code Chapter 2506.

901.04 Utility Service Agreement; Surety; Guarantee Deposits

(a) All Applicants for utility service from the Village at a Premises shall, prior to the beginning of utility service, be required to execute a utility service Agreement on a form provided by the Village, and, if applicable, provide surety in a form prescribed by the Village. Utility service shall not be provided to any Premises where the current property owner or occupant does not have a current utility service Agreement with the Village. Utility service shall not be provided to any Applicant who has amounts outstanding and due and owing to the Village until such time as all amounts due and owing are paid in full. All non-related Adults living or otherwise occupying the premises shall be jointly and severally liable for the non-payment of utility service provided to the Premises. All non-related Adult individuals living or otherwise occupying the Premises are required to execute the utility service Agreement, and each shall be deemed a Customer of the Village for the purposes of Chapters 901, 903, 905 and 907 of the Village Codes.

(b) Applicants who hold title to real property within the Village and who are not currently subject to any bankruptcy proceedings, and who have not had any delinquencies with the Village in the previous twelve (12) months may use such property as surety.

(1) In all other cases, a non-transferable guarantee deposit shall be required as established by separate ordinance which may be amended from time to time.

(c) Unless otherwise prohibited by law, the deposit shall be returned to the Customer upon the Customer's cancellation of the utility service Agreement, after any outstanding balance of the Customer's account has been deducted from the deposit. Such balancing of the account shall take place within a reasonable time from cancellation. Outstanding account balances of less than five dollars (\$5.00) will not be collected and outstanding credits of less than five dollars (\$5.00) will not be returned.

(d) In lieu of a deposit, an Applicant may have Guarantor agree to guarantee the payment of fees and charges incurred by Applicant for the provision of utility service on behalf of Applicant. The Guarantor must be an Adult individual or entity that is already a Customer of the Village with no evidence of any delinquencies or missed or late payments during the preceding twelve (12) months and owns property served by the Village System. An Adult individual or entity may only be a Guarantor to, at most, two (2) other Applicants/Customers of the Village. An Adult individual or entity that is required to post a deposit or who has a Guarantor shall not be permitted to be a Guarantor without approval of the Village Management. The Village shall have the right to seek payment from the Guarantor anytime there is a delinquency. The name and address of the Guarantor shall be included in the utility Service Agreement. The Guarantor shall be provided a copy of the invoices whenever such account is in delinquent status and shall be provided a copy of delinquent notices and final disconnection notices.

(e) In those instances where the Applicant is not the property owner, the Utility Service Agreement shall also contain the name and mailing address of the property owner. The property owner shall be provided a copy of invoices, delinquent notices, and final disconnection notices whenever such account is in delinquent status.

(f) Upon execution of a complete utility service Agreement, the posting of any required deposit or the execution of a guarantee, payment of outstanding balances due and owing the Village by the Applicant, and acceptance by the Village, the Applicant(s) shall become a Customer of the Village's utility service. The utility service Agreement shall be between the Village and the Customer. The Village shall have all remedies available at law and equity to recover any and all amounts due and owing to the Village from the Customer and/or Guarantor, if applicable, for the provision of utility service to the Premises, set forth in the utility services Agreement.

(g) When a change of occupancy occurs at any Premises receiving utility service, an Application by the new occupant must be made to the Village. Each person accepting utility service from the Village without making proper application therefore shall be deemed to be a Customer for the purpose of this Chapter and the responsibilities and obligations herein. The Village may terminate such occupant's service, pursuant to the termination procedures set forth in Section 901.09 until proper application is made.

(h) When an initial meter reading is not available, the current occupant will be liable for service, to be calculated on an estimated basis, from the date of occupancy to the reading of the Meter(s). The current occupant will not be held liable for any utility service provided at that Premises prior to that occupant's date of actual possession of the Premises.

901.05 Rules and Regulations Applicable to All Utility Service

(a) In no case shall the Customer or Property Owner turn on or turn off utility service or otherwise tamper with Village Facilities. Utility service shall be turned on, upon the date specified, by an authorized agent of the Village. If the Village finds itself unable to establish utility service on the date specified, it shall notify the Customer as much in advance as possible, and a new date shall be established by mutual agreement.

(b) Utility Service Not Transferable - No person may commence the use of utility service until after making application therefore and requesting the Village to turn on the service in accordance with Section 901.03 above. In the event of violation of this provision, in addition to other rights of the Village, such person shall be liable for all electricity or water consumed at the Premises. Any successor in interest to a Customer, including without limitation, heirs, executors, administrators, assignees, trustees, guardians, receivers, and conservators, shall be deemed to be a person who must make application for service; provided that any successor in interest whose rights arise from death or incompetence of the Customer shall have thirty (30) days in which to make application.

(c) Customer Indebted to Village - Utility service will not be supplied to any Premises if, at the time of application for service, the Applicant is indebted to the Village for service previously supplied at the same or other Premises in the Village, until payment of such indebtedness, or other arrangement satisfactory to the Village, shall have been made. Unpaid balances of previously rendered final bills may be transferred and included on the initial or subsequent bill for a like service account. Such transferred final bills, if unpaid, will be part of the past due balance of the transferred account and subject to the Village's collections and disconnection procedures. The transfer of final bills is limited to like service, i.e. residential-to-residential, commercial-to-commercial. The Village may not transfer a delinquent Commercial Service account to any account where any end user is a Residential Service Customer.

(d) Service Connections - The Customer assumes all responsibility for property owned by the Customer on Customer's side of the point of delivery, generally the outlet side of the meter box, water or electric, for the utility service supplied or taken, and will save the Village harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from such utility service or the use thereof on the Customer's side of the point of delivery.

(e) Continuity of Service - The Village shall furnish necessary and adequate utility service. The Village shall not be liable in damages for failure to supply utility service or for interruptions in utility service, and shall be relieved of its obligation to serve and may discontinue or modify utility service if such failure or interruption is due to an act of God, riot, insurrection, war, explosion, labor dispute, necessary and unforeseen maintenance, repairs or replacements, fire, flood, earthquake, storm, lightning, tsunami, backwater caused by flood, explosion, act of public enemy, terrorism, epidemic, interruption of firm transmission or generation services reasonably relied upon and without a reasonable source of substitution to make deliveries hereunder, national emergency, restraint by court order or other public

authority or governmental agency, actions taken to limit the extent of disturbances on the electric grid or other similar causes beyond the control of the Village. Without incurring any liability therefore, the Village may also suspend utility service for such periods as may be reasonably necessary in order to make repairs to or changes in its Facilities or other property.

(f) **Customer's Liability** - In the event of loss or injury to the property of the Village through misuse by, or the negligence of, the Customer or agents of the same, the Customer thereof shall pay the cost of the necessary repairs or replacement to the Village. No one except the agents of the Village shall be allowed to make any internal or external adjustments of any Meter or other Facility which shall be the property of the Village. The Village shall have the right, at all reasonable hours, to enter the Premises of the Customer for the purpose of installing, reading, removing, testing, replacing, or otherwise disposing of its Facilities, and the right of entire removal of the Village's property in the event of the termination of service for any cause.

(g) **Service Not to be Disturbed** - No Customer shall attach or use any appliance which may result in the altering of utility service provided by the Village. Without prior approval from the Village, no Customer shall attach or use any appliance or device which will increase, decrease, or otherwise alter utility service provided by the Village to such extent as to interfere at any time with continuous utility service to other Customers.

(h) **No Customer Shall Sell to Another** - Utility service furnished by the Village is for the sole use of the Customer and shall not be resold by the Customer, except on written permission obtained from the Village. The renting of Premises with the cost of service included in the rental as an incidence of tenancy will not be considered a resale of such utility service.

(i) **Access to Premises** - Neither the Village nor its agents or employees shall enter into the interior of any structures on the premises of a Customer without the express permission of such Customer, except in cases of emergency. Any agent or employee seeking entrance into or upon the premises of a Customer shall have and show symbols of identification. Any agent or employee seeking entrance to the interior of any structures on the Premises shall advise the owner or occupant as to his purpose in doing so. Except in cases of emergency, no Customer shall be obligated to afford entrance or access to his/her Premises, except during normal business hours and then only to such parts of the Premises as may be the location of Village-owned Facilities.

(j) **Village Personnel**, in the exercise of their sole discretion, may refuse to enter upon any Customer's property if such Village personnel have concerns about their safety due to the presence of unrestrained animals or any other safety issue that may be present on the Property. The Property Owner shall be responsible for any injuries sustained by Village Personnel due to the existence of dangerous conditions existing on the Property.

(k) **Right-of-Way** - the Customer, without reimbursement, will make or procure conveyance to the Village of right-of-way or right of entry and installed Facilities satisfactory to the Village to permit the Village to cross property between the Village right-of-way and the Customer's property at the location where utility service is to be furnished, including property owned or controlled by the Customer for the Village's Facilities, extensions thereof, or appurtenances necessary or incidental to the supplying of utility service to the Customer.

(l) Any utility facilities to be owned and/or maintained by the Village, whether or not constructed by the Village, shall be constructed in accordance with the design and construction standards for the applicable utility facilities maintained by the Village. Any utility facilities to be owned and/or maintained by the Village, whether or not constructed by the Village, shall be constructed in accordance with all applicable federal, state, and local safety codes.

901.06 Metered Service

(a) **Meter Furnished** - The Village will furnish each Customer with a meter, for both water and electric service, of such size and type as the Village may determine will adequately serve the Customer's requirements. Such meter shall be and remain the property of the Village, and the Village shall have the right to replace it, as the Village may deem necessary.

(b) **Meter Location** - The Village shall determine the location of the meter. When changes in structures or arrangements therein render the meter inaccessible or exposed to hazards, the Village may require the Customer, at the Customer's expense, to relocate the meter setting together with any portion of the Customer's Service Line necessary to accomplish such relocation.

(c) **Only Village Can Connect Meter** - As used in this Section, "Tamper" means to interfere with, damage, or by-pass a meter, conduit, or attachment with the intent to impede the correct registration of a meter or the proper function of a conduit or attachment so as to reduce the amount of utility service that is registered on the meter. No Customer shall tamper with a meter, conduit, or attachment of the Village that has been disconnected by the Village. The Property Owner or Customer shall not permit anyone who is not an authorized agent of the Village to connect or disconnect the Village's meters, or in any way alter or interfere with the Village's meters. Proof that a meter, conduit, or attachment of the Village's has been tampered with is prima-facie evidence that the Customer obligated to pay for the utility services rendered through the meter, conduit, or attachment and is in possession or control of the meter, conduit, or attachment at the time of the tampering occurred, has caused the tampering with intent to commit a theft offense. Tampering with or bypassing a meter constitutes a theft offense that could result in the imposition of criminal sanctions.

(d) **Meter Test** - All meters, both electric and water, shall be tested at such intervals and using such methods as may be prescribed by generally accepted standards. The meter shall be removed from the Customer's Premises for such test and a substitute meter, newly tested, shall be installed in its place. After the meter has been tested and before it is returned to service at the same or a different location, it shall be adjusted to be accurate within three percent (3%) plus or minus. The Village shall also test the meter at any time, at the request of the Customer. If the meter is found to be correct, as defined below, the Customer shall pay the Meter Test Charge set forth in the Village ordinances. The date of inspection shall be stamped on the meter.

(e) In case of a disputed charge for utility service involving a question as to the accuracy of a meter, such meter will be removed for test upon the request of the Customer at Customer's expense. In the event the meter so tested is found to have an error in registration less than three percent (3%), the Customer shall pay the Meter Test Charge set forth in the Village ordinances.

(f) **Correct Meter** - A meter registering between three percent (3%) fast and three percent (3%) slow shall be deemed for all purposes to be registering correctly. A meter registering incorrectly shall be replaced by the Village at its expense. Unless extenuating circumstances exist as determined by Village Management, the Village will not charge or refund the Customer for incurred costs or savings associated with a meter incorrectly registering utility service consumption.

(g) Each Service Line, water and/or electric, must be separately metered, and no meter may be used to serve more than one Premises, except in the instance when a special arrangement shall be entered into by the Village with an Applicant for utility service.

(h) Meters will be maintained by the Village so far as ordinary wear and tear are concerned. Damages resulting from freezing within the Customer's Premises or negligence or purposeful act of the Customer shall be paid by the Customer. Costs for moving, testing, repairing, and reinstalling a meter damaged by freezing or negligence or purposeful act of the Customer shall be paid by the Customer.

(i) If the Village finds that, as a result of the Customer's willful act, a meter seal has been broken, or any bypass inserted, or there is other evidence that the meter has been tampered with, the utility service may be shut off.

1. Reconnection will not occur until the following has been paid by the Customer:

a) A reconnection or turn on fee as set forth in Section 901.06 of this Chapter.

b) The cost to restore the meter to properly working order.

c) The cost of the estimated quantity of utility service used based on the usage history for a comparable period of time. Unless the Village can prove the tampering existed for greater than a three month period, the Village shall not back bill for a period exceeding three months, or one quarter.

901.07 Miscellaneous Utility Charges Applicable to All Utility Services

(a) A reconnection fee for Water/Electric Service shall be required as established by separate ordinance which may be amended from time to time.

(b) Bad Check Charge - Customer shall be charged a fee as established by separate ordinance which may be amended from time to time for each returned bad check. A Customer who provides at least two (2) checks which are returned to the Village due to insufficient funds shall not be permitted to pay utility service charges and fees via check.

(c) Charge for emergency service calls on Saturday, Sunday, and holidays and at other than the Village's regular business hours on all other days where the cause is the responsibility of such Customer. The charge for such emergency service shall be on a time and materials basis for the costs in labor and materials set forth in the Village ordinances.

901.08 Payment of Utility Service Fees

(a) Invoices for electric and refuse service shall be issued monthly. Invoices for water and sewer service shall be issued quarterly. The Village may convert from a quarterly billing cycle to a monthly billing cycle for water and sewer service at its discretion. All amounts due and owing shall be paid by the Customer by the date set forth in the invoice.

(b) The Village reserves the right to determine the method of payment and to establish any necessary rules and regulations governing the manner, method, and timing of payment of fees and charges for utility services rendered. Such fees and charges have been established by separate ordinances which may be amended from time to time.

901.09 Nonpayment of Utility Charges; Delinquent Status

(a) Each utility service provided pursuant to this Chapter and the rate schedules for utility service, as they now exist or are hereafter amended, is due and payable upon issuance of the utility bill by the Village. If the utility bill for service is not paid in full by the tenth (10th) day of the month, or the day set forth on the invoice, the Customer's account shall be classified as delinquent. If the Customer's account is delinquent at the time of the issuance of the next regular utility bill, then such utility bill shall be printed with a delinquent notation. The Customer's bill shall continue to be printed with a delinquent notation until such time as Customer's account shall be paid in full and made current.

901.10 Discontinuation of Utility Service; Procedures

(a) The Village may discontinue any Customer's service whose account is in delinquent status. The Village may discontinue a Customer's utility service that is delinquent only after following the procedures set forth below.

(b) Any utility service disconnection shall occur during normal Village business hours and only after fifteen (15) calendar days written notice (herein "Disconnection Notice") of intent to discontinue utility service has been sent via U.S. Regular Mail to the Customer at the billing address set forth on the Customer's utility services Agreement. If the billing address is not the Premises where the utility service is provided, then the Disconnection Notice shall also be mailed via U.S. Regular Mail to the Premises where the Utility Service is being provided. A copy of the Disconnection Notice shall also be mailed to the Guarantor, if any, and the Property Owner, if different than Customer, at the addresses provided on the utility services Agreement.

(c) After the passage of fifteen (15) calendar days, if the account remains delinquent and no Extended Payment Plan has been executed, the designated workers of the Village may, pursuant to the procedures set forth in Section 901.09(e), enter the Premises where such utility service is being provided, between the hours of 8:00 a.m. and 4:00 p.m., and disconnect any and all meters, conduits, or attachments from the mains, pipes or lines of the Village.

(d) The Disconnection Notice shall state all of the following:

- 1) the reason for the disconnection of service;
- 2) the amount of any delinquency;
- 3) that the customer may submit a written request for special payment arrangements, appeal the reason for the disconnection, seek relief due to an existing health condition or pending bankruptcy;
- 4) instructions regarding seeking approval of an Extended Payment Plan;
- 5) instructions regarding appeal of the disconnection notice;
- 6) the time period in which any such written request must be made to a Village Customer Service Representative which shall be no later than seventy-two (72) hours prior to the Disconnection Date;
- 7) the name and number of the Village contact to address questions related to the Customer's account; and
- 8) the date after which utility service will be disconnected (herein "Disconnection Date").

(e) On the Business Day prior to Disconnection Date, the Village shall provide the Customer with a personal notice of the discontinuation of utility service by delivering a 24 Hour Notice of Disconnection to the Premises where the utility service is to be disconnected. If the Customer is different than the Property Owner, the Village shall use reasonable efforts to provide the same personal notice to the Property Owner at the address on file with the Village for the Property Owner. Lack of ability to notify Property Owner shall not result in a delay of the termination of the utility service. This personal notice shall contain the same information as the Disconnection Notice, with the exception that a hearing is no longer available and shall further inform the Customer that the utility service shall be terminated the next Business Day if the Customer's account is not paid in full by the close of business. If the Customer is not available at the service location, the Village shall provide the 24 Hour Notice of Disconnection to an Adult consumer at the Premises. If neither the Customer nor an Adult consumer is available, the Village shall attach the 24 Hour Notice of Disconnection to the Premises in a conspicuous location.

(f) The Village shall maintain a record documenting compliance with the procedures outlined herein, detailing the date and time that each of the procedures was performed.

901.11 Disconnection Without Notice

The Village reserves the right to discontinue a utility service to a customer at any time without notice upon the occurrence of any one or more of the following events:

- (1) Whenever the Village, in its opinion, has reasonable cause to believe that the consumer is receiving a utility service without paying therefore.
- (2) Whenever the Village, in its opinion, has determined that its meters, wires, or other apparatus have in any manner been tampered with, damaged, or suspected of damage, in such a way to prevent the meter from recording the amount of utility service provided.
- (3) Whenever, in the opinion of the Village, the condition of the consumer's wiring, equipment, appliance or appurtenance is either unsafe or unsuitable for receiving a utility service, or when the consumer's use of a utility service or equipment interferes with or may be detrimental to the supply of a utility service by the Village to any other consumer.
- (4) Where electricity is being furnished over a line which is not owned or leased by the Village and such line, in the opinion of the Village, is either not in safe and suitable condition or is inadequate to receive electricity.
- (5) Whenever the consumer has denied the Village representative access to the Village's meter, wires, or other apparatus installed on the consumer's premises.
- (6) Whenever, in the opinion of the Village, it is necessary to prevent fraud upon the Village.
- (7) Whenever, in the opinion of the Village, it is necessary to prevent any unsafe or hazardous installations that jeopardize the safety of either the public, employees of the Village, or property of the Village.

In order to prevent the perpetration of a fraud upon the Village, a property owner/landlord that becomes aware that a tenant/consumer has vacated the property owner/landlord's premises, the landlord/property owner shall notify the Village that the tenant/consumer has vacated the premises as soon as practicable, and the utility account shall be finalized. The account shall then be placed back in the name of the landlord/property owner's name. If the tenant /consumer returns to the premises, such tenant/consumer may apply for reconnection pursuant to the provisions of this Chapter.

901.12 Provisions for Obtaining Extended Payment Plan

(a) If a Customer who receives a Disconnection Notice desires to petition for an Extended Payment Plan to cure the delinquency, the Customer shall meet with a Village Customer Service Representative prior to the Disconnection Date to discuss Extended Payment Plan arrangements. The Village Customer Service Representatives are authorized to enter into an Extended Payment Plan with a Customer whose account is delinquent. Any Extended Payment Plan shall take into account the amount of the delinquency, the payment history of the Customer, and the Customer's current ability to pay in approving or establishing an acceptable Extended Payment Plan for Customer. Any Extended Payment Plan approved by the Village Customer Service Representative shall only be authorized if the Customer has not had any delinquencies in the prior twelve (12) months. Further, any Extended Payment Plan authorized shall not exceed twelve (12) months in length and shall ensure that the Customer's account will be brought current by the end of the term of the Extended Payment Plan.

(b) The Customer must pay, by the applicable due date, all amounts due and owing for all utility services provided from the date of the Extended Payment Plan going forward plus any amounts due under the Extended Payment Plan. If the Customer agrees to the Extended Payment Plan, the Disconnection Notice shall be rescinded. Any executed Extended Payment Plan shall be in the form set forth herein and executed by the Customer and the Village. If a Customer defaults on any payment set forth in the Extended Payment Plan or the Customer's account for additional utility service otherwise becomes delinquent during the term of any Extended Payment Plan, the Village may disconnect the utility service without further notice.

(c) If the Customer is not satisfied with the terms and conditions offered by the Village Customer Service Representative or the Customer does not have the resources to make the payments required by the Extended Payment Plan, the Customer may file an appeal with the Village Utilities Policies Committee.

901.13 Provisions for Disputing Basis for Disconnection of Utility Service

(a) If a Customer who receives a Disconnection Notice disputes the basis for the Disconnection Notice and desires to appeal the basis for the issuance of the Disconnection Notice, or to seek: 1) Extended Payment Terms other than that offered by the Village Customer Service Representative; 2) relief from the potential termination of service on the basis of health-related conditions; or 3) because of a pending bankruptcy case, the Customer must submit a written request for a hearing before the Village Utilities Policies Committee to the Village on a form provided by the Village no less than seventy-two (72) hours before the Disconnection Date set forth in the Disconnection Notice. The written request shall set forth whether the Customer is: 1) appealing terms and conditions of an Extended Payment Plan; 2) disputing the basis for the delinquency; 3) seeking relief from a health-related condition; or 4) seeking relief due to a pending bankruptcy case. The written request shall also set forth, as applicable: 1) the basis for alternative terms for an Extended Payment Plan; 2) the basis of the dispute of the delinquency; 3) the nature of the health condition and the relief sought; or 4) all pertinent information related to the bankruptcy filing.

(b) Upon receipt of a written request, the Village shall contact the Customer to arrange a hearing. The hearing shall be held before the Village Utilities Policies Committee. Every effort shall be made to conduct the hearing prior to the Disconnection Date set forth in the Disconnection Notice.

901.14 Provisions for Disputing an Amount of Utility Bill or the Manner in Which Services are Provided

(a) In those situations where a Customer has not been issued a Disconnection Notice, but the Customer disputes a utility service invoice or portion thereof, or the manner in which the utility service is being provided to their Premises as a result of staff error, Village equipment malfunction, or the like, and the Customer's concerns have not been resolved to the Customer's satisfaction by the Village staff, such Customer may file a written request with the Village on a form provided by the Village requesting a hearing before the Village Utilities Policies Committee to have such concerns addressed. Such written requests shall provide sufficient information to identify the Customer, along with the address where the Service is provided. The written request must set forth the amount in dispute, the basis for the dispute, and the requested remedy. Upon receipt of a written request, the Village shall contact the Customer to arrange a hearing before the Village Utilities Policies Committee within fourteen (14) days of the date of the request, unless otherwise agreed to by the Customer.

901.15 Provisions for Reconnection of Service for Non-Payment

Upon payment or proof of payment, including any reconnection or other charges, if any, of the amount owed for the service that was previously disconnected or, in the Village's sole discretion, of an amount sufficient to cure the default on any Extended

Payment Plan, including any reconnection charge or other charges, if any, reinstatement of service shall be made by the close of the following Business Day.

901.16 Disconnection of Electricity or Water Service During Winter

(a) The Village shall not discontinue electricity or water service for any Customer for the period beginning on November 15th and ending on April 15th, unless:

- (1) The Customer's account is in delinquent status prior to November 1st, is issued a Disconnection Notice on or before November 14th, and does not submit a timely written request for an Extended Payment Plan upon receipt of a Disconnection Notice;
- (2) The Customer's account becomes delinquent after November 15th, and the Customer has not executed an Extended Payment Plan approved by the Village Utilities Policies Committee;
- (3) The Customer has defaulted on an Extended Payment Plan approved by the Village Utilities Policies Committee;
- (4) The Customer has requested utility service be terminated;
- (5) Safety considerations so dictate;
- (6) Tampering with the Village Facilities or utility service has occurred; or
- (7) Where the occupant is a tenant whose landlord is responsible for the services provided by the Village, the landlord has requested disconnection, and the Village has five (5) days previously notified the occupant of its intent to discontinue service.

901.17 Miscellaneous Provisions

(a) In no case where utility service has been disconnected because of the failure to pay the amount due shall utility service be restored for the same Customer, now or in the future, until all outstanding charges and fees have been paid in full, in cash, certified check, credit card, or regular check, nor shall the Village be liable for any costs incurred as a result of the disconnection.

(b) Commencement of utility service to a new tenant, property owner, or customer who has properly applied for service and has satisfied all Village requirements for such service shall not be delayed or denied because of nonpayment of a former tenant, property owner, or customer of the utility service location.

901.18 Access to Utility Equipment

(a) Each Customer served by any utility system owned and operated by the Village shall provide access to all Village-owned utility facilities, including, but not limited to metering equipment, to employees of the Village at intervals not to exceed ninety days in duration for the purposes of reading meters and/or maintaining said Facilities.

(b) Failure on the part of the Customer to allow access to Village facilities, as provided for in Subsection (a) hereof, may result in disruption of utility service until such access is provided.

901.19 Forms

Forms for the use of the Village to implement the provisions of this Chapter are set forth below.

901.99 Penalty

Whoever violates or fails to comply with any of the provisions of this Chapter is guilty of a minor misdemeanor and shall be fined not more than one hundred fifty dollars (\$150.00) for each separate offense. Each day of failing to comply with any of the provisions herein shall constitute a separate offense.

SECTION TWO: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council, and any of its committees that resulted in such formal action, were conducted in meetings open to the public, in compliance with all legal requirements.

SECTION THREE: If any section, subsection, paragraph, clause or provision, or any part thereof of this ordinance shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this ordinance shall be unaffected by such adjudication, and all the remaining provisions of this ordinance shall remain in full force and effect as though such section, subsection, paragraph, clause, or provision, or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

SECTION FOUR: That this ordinance shall take effect at the earliest date allowed by law.

PASSED, this 14th day of May 2008.

JEFFRY A. SUBLER, MAYOR

ATTEST:

MARY ANN GUMP, FISCAL OFFICER

APPROVED AS TO FORM:

THOMAS L. GUILLOZET, VILLAGE ATTORNEY