



Utility Department Customer/Consumer Rights & Responsibilities

Utility Purpose Statement

"Quality of Life" will be enhanced by offering the best quality of water to our community and by ensuring that water is returned to Walnut Creek in the best possible condition for our environment.

The Utility Consumer will be treated in a "Friendly Manner". Operations will be done in a cost effective way.

Services will be provided in a manner to create a place where people want to live and businesses prosper.





Rights & Responsibilities

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Origin of Rights



- i. As a utility customer you have certain rights pertaining to your utility services. We pledge to honor your rights:**
- a) Your right to on-time and accurate service**
 - b) Your right to quality water that is documented in the Consumers Confidence Report (CCR)**
 - c) Your right to protected water by a “Backflow Prevention Program”, Village Codified Ordinance Chapter (VCO) 935. A description of the complete program can be found on our website www.ashvilleohio.gov, by email request at ashvilleohio@ashvilleohio.gov or by calling 740/983-6367.**
 - d) Your right to an explanation of the services or denial of services provided**
 - e) Your right to be heard (VCO 925.03 Notice Procedures)**
 - A. Written notice of proposed disconnection of service, for any reason other than voluntary disconnection where the customer is asking for disconnection, and is also the only consumer at the address, must be sent by the Village at least 14 days, and no more than 30 days, prior to the date for proposed disconnection.**
 - f) Your right to a complaint procedure (VCO 925.07 Hearing Procedures):**
 - A. Complaint Procedures**
 - 1. Informal Complaints**
 - (a) If you have a complaint or question about your utility service, you should first contact the utility clerk. The address and phone number for the utility clerk are listed on your utility bill.**

Origin of Responsibilities



Promise for a Promise

- II. As a utility customer you have certain responsibilities pertaining to your utility services. We are committed to providing you utility services when you, the party responsible for the utility bill fulfill the following obligations:**
- a) Make payment of utility bill in full and when due.**
 - b) Sign a “Utility Payment Agreement” if payment is past due, Exhibit 1.**
 - c) Allow safe access for reading of meters, emergencies, repairs and replacement of lines. This meter includes but is limited to “Radio Read”, “Digital Read” and “Touch Pad”. The customer must provide restraint of their pets.**
 - d) Comply with the” Backflow Prevention Program”, Ordinance Chapter 935. A description of the complete program can be found on our website www.ashvilleohio.gov, by email request at ashvilleohio@ashvilleohio.gov or by calling 740/983-6367.**
 - e) Obtain approval from the location user for voluntary turn off of service. In the event any service address that would be affected by owner requested disconnection of a consumer household, notice of disconnection of service must be delivered to each service address so affected.**
 - f) Ensure that all water is metered. The service location is not in violation of Ohio Revised Code 4933.18 or 4933.19 involving the use of a jumper or any by-pass mechanism. This could result in service termination.**

- g) Pay all liens certified against the property pursuant to Ohio Revised Code 735.29(A).**
- h) Ensure your tenant makes a \$75.00 deposit and signs a contract.**
- i) The owner (customer) must pay the utility bill in the event your tenant (consumer) is more than two (2) months or sixty (60) days behind the amount owed. If bill is not paid it will be sent to the County Treasurer to be placed on the owner's Property Taxes. Rights of the Village to lien property as provided by law, including but not limited to the procedures of Ohio Revised Code 735.29(A) for certifying past due water bills to the County Auditor for collection.**
- j) Pay the utility bill when a service location, with one tap, is serving multiple households. The Utility Department is prohibited from terminating the services of any meter serving multiple customers (925.08 Non-discrimination against Consumers), the village will bill the owner for the services provided. As in above section #i. if the utility bill is more than two (2) months or 60 days behind the amount owed will be sent to the County Treasurer to be placed on the owner's Property Taxes. Rights of the Village to lien property as provided by law, including but not limited to the procedures of Ohio Revised Code 735.29(A) for certifying past due water bills to the County Auditor for collection.**

Under most circumstances the Responsibilities include an appeal process:

- Appeal to the Utility Department**
- Appeal to the Village Administrator**
- Appeal to the Utility Committee**

Form for appeal is Exhibit 2

Form for Utility Agreement is Exhibit 1

**Forms are available on www.ashvilleohio.gov
200 East Station Street, Ashville, Ohio 43103**

IV. Most Common Sources of Water Leaks



Drip, Drip, Drip

Leaks from pipes, plumbing fixtures and fittings are a significant source of water waste for many households. Research has shown that the typical home can lose 2,000 to 20,000 gallons (7.6 m³ to 76 m³) of water per year due to leaks. Some leaks are obvious, such as dripping faucets and leaking water heaters. Unfortunately, many leaks go undetected for years because the source of the leak is not visible.

Do you need to find leaks in your home? Use the helpful information below:

Whole House Meter Check for Leaks

The village uses Neptune Meters which have leak detection



LCD DISPLAY
Nine-digit LCD displays the meter reading in billing units of measure: U.S. gallons, cubic feet, Imperial gallons, or cubic metres.

- 1 E-Coder™ Basic Reading/Customary 6-digit remote reading
- 2 Customary sweep hand digits
- 3 E-Coder PLUS Reading (8-digit remote reading)
- 4 Testing units used for diagnostics
- 5 Extended reading units
- 6 Customary billing units

- Replaceable Battery 1
- Antenna 2
- Light Sensor 3
- Flow Indicators 4
- Date of Manufacture 5
- LCD Display 6
- T-10 Meter 7



LEAK INDICATOR
Displays a possible leak:

- OFF No leak indicated.
- FLASHING Intermittent leak indicates that water has been used for at least 50 of the 96 15-minute intervals during a 24-hour period.
- ON CONTINUOUSLY Indicates water use for all 96 15-minute intervals during a 24-hour period.



Off = No leak indicated. Flashing = Intermittent leak indicates that water has been used for at least 50 of the 96 15-minute intervals during a 24-hour period. On Continuously = Indicates water use for all 96 15-minute intervals during a 24-hour period.

Toilet Leaks

Toilets are one the most common sources of leaks in the home, and usually go unnoticed because the leaks are often silent and out of view. Several research studies have found 20% to 35% of all residential toilets leak to some degree. Large toilet leaks can be detected when the valve constantly emits a hissing or gurgling sound when the toilet is not in use.

Water Supply Line Leaks

There are sometimes leaks between the meter and the home, in the water supply line. These leaks are often difficult to detect because the supply pipe is usually buried at least 3 feet (.91 m) below the ground surface. Sometimes the leaking water will travel along the pipe, back to the meter.



Faucet, Shower, and Tub Leaks

Faucet leaks are a common occurrence and are generally simple to repair. A faucet dripping slowly at only one drop every two seconds will waste more than 1,000 gallons (3.7 m³) per year.

Whole House Humidifier LeaksPool and Fountain Leaks

A good source of this information and water conservation can be found at:

<http://www.home-water-works.org/indoor-use/leaks>



IV. GLOSSARY/DEFINITIONS

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

Consumer: Any person who is the ultimate user of utility services provided by the Service Village. It can be the owner. It is always the tenant.

Consumer Household: Any service address in which the customer who is contractually liable for utility services furnished to that address does not reside.

Customer: Any person or entity who enters into a contractual agreement with the Village to receive or to pay for utility services provided by the Village. Customers may be the consumer if they reside at the location where the utility service is provided. The customer is ultimately always responsible for the utility bill.

Customer Household: Any service address in which the customer who is contractually liable for utility services furnished to that address resides.

Deposit: Payment by tenant in advance of utilities being placed under their name.

Service Address: Any individual address at which utility services are furnished, a consumer and/or customer. The singular may include the plural. Most service addresses will be individually metered. However, in apartment buildings, apartment complexes, duplex apartments, etc., one meter may supply more than one household. In such circumstances, each individual apartment is a separate service address as that term is used herein.

Village Administrator. The Village Administrator shall be empowered and required (when good cause is shown) to compromise and adjust billings; negotiate, defer and compromise disputes as to service requirements or payment demands and to cancel disconnection and/or order reconnection. The Village Administrator shall strive to arrange reasonable alternate methods of payment, or reasonable security for payment, in order to preserve utility service, and shall maintain residential utility service, without discrimination. The Village Administrator shall preside at hearings held pursuant to these rules.

EXHIBIT 1

SERVICE ID# _____



VILLAGE OF ASHVILLE
200 EAST STATION STREET
P.O. BOX 195
ASHVILLE, OH 43103
(740) 983-6367

UTILITY PAYMENT AGREEMENT *

Customer Name _____
(Name)

Service Address Information _____
(Street Number and Name)
Ashville, OH 43103

Mailing Address Information _____
(Street Number and Name)

(City (Village), State, and Zip Code)

Amount Due \$ _____
(This amount includes services for current utility balance and past due balances, including penalties applied.)

Payment Agreement Per this agreement with the Village of Ashville you have agreed to:
Please Check One:

A. Complete payment of account by _____
(Date)

B. Payments of \$ _____ in addition to my current monthly utility charges, due no later than the 15th of each month beginning _____

Payment Agreement Signatures Please make your check payable to Village of Ashville, and thank you for your business.

Please sign below upon acceptance of this agreement. Notification is required if property is for sale. Failure to notify will result in any outstanding balance to be place on "Property Tax". Failure to comply with this contract may result in utility termination and I, the undersigned customer, hereby waive my right to receive any additional notices.

* For agreement to be in effect, it must be sign by village representative.

(Customer's Signature)

(Village of Ashville Representative)

(Witness)

(Date Signed)

EXHIBIT 2

SERVICE ID# _____



VILLAGE OF ASHVILLE
200 EAST STATION STREET
P.O. BOX 195
ASHVILLE, OH 43103
(740) 983-6367

HEARING PROCEDURES

Ordinance 925.07

Persons who wish to contest a denial of utility service, or the Village's decision as to billing or a proposed disconnection of utility services (hereafter "the person") shall be afforded a due process opportunity to contest the Provider's action or inaction prior to termination of service. Due process opportunity is the right to a face-to-face meeting with the Village Administrator, at which time a person may:

- (a) Have the assistance of a representative; and
- (b) May present documentary and/or oral information and/or the testimony of witnesses for the Village Administrator's consideration.

These persons shall be entitled to reasonable access to the Village's business records concerning the affected service address in order to prepare for the meeting, which right of access includes the right to obtain copies of documents found therein upon payment of the actual cost of copying. The Village Administrator shall make a written decision after the hearing and the reasons for the decision. A copy of the decision shall be delivered to the person; a copy shall be retained in a special decisions file; and a copy retained in the business files kept by the Village relating to any service address affected by the hearing.

Due process hearings shall be held within a reasonable time after a verbal or written hearing request has been made, but will not be held so quickly as to deny the person an adequate opportunity to seek assistance or to prepare for the hearing, in light of the person's circumstances. The hearing decision shall be sent to the person within a reasonable time after the hearing. If a hearing has been requested prior to actual disconnection of service, no disconnection may occur until five days after the hearing decision is delivered to the person who requested the hearing. (Ord. 94-1. Passed 2-7-94.)

A second review process does exist. The decision of the Village Administrator can be reviewed by the Village of Ashville Utility Committee. The Utility Committee can meet the first three Mondays of a month but the meet must be scheduled. They meet before or after Council which meets a 6:30pm. For a hearing or review check a box below:

Please Check One:

A. Meeting with Village Administrator

B. Review by Utility Committee

Preferred Date(s):

(Customer's Signature)

(Village of Ashville Rep)

(Print Name)

(Print Name)

Phone and/or email: _____ to arrange

EXHIBIT 3

SERVICE ID# _____



VILLAGE OF ASHVILLE
200 EAST STATION STREET, P.O. BOX 195
ASHVILLE, OH 43103
(740) 983-6367

OWNER (S) UTILITY AGREEMENT (WATER, SEWER, STORM, REFUSE) *

Owner's Name _____
(Customer = Property Owner/Agent Name)

Owner's Mailing Address _____
(Customer Street Number & Name)

(City/Village, State, and Zip Code)

Phone Number _____
(Home Phone)

Phone Number _____
(Cell Phone)

If this property is being used as a rental property, the tenant will need to complete a "Tenant Utility Agreement."
While the tenant may provide a \$75.00 deposit, if that deposit does not cover the "Utility Bill", the owner will be responsible for any outstanding balance.
Ohio Law & Village Ordinance

Action Taken: Water Sewer Refuse

Final Read (must check one) Turn-off Service Leave Service-on
If service is left on why: _____

New Service (must check one) Turn-on Service Leave Service-off
If service is left off why: _____

This agreement is made into this date and between Ashville, and _____, hereafter referred to as "Owner" who is owner of the service address listed above.

This agreement is subject to all Ashville Ordinances and Laws now in force or which shall later become in force and all rules and relations of Ashville. I understand that the utility services are granted solely on the basis of personal information submitted as part of this agreement and certify that all such information is correct. I agree that this application for service, when accepted by Ashville, shall form a binding agreement governing the terms of all Utility Services rendered to me.

I understand and agree to comply with property owner responsibilities and do understand and agree that any portion of the water, sewer, refuse, and stormwater bills may be assessed onto the property if left unpaid.

Property Owner/ Agent's Signature _____ Print Name _____ Date _____

Property Owner/ Agent's Signature _____ Print Name _____ Date _____

Office Use Only:
Recorded: _____
Print Name _____ Signature _____

Revised 2/20/13

EXHIBIT 4

SERVICE ID# _____



VILLAGE OF ASHVILLE
200 EAST STATION STREET, P.O. BOX 195
ASHVILLE, OH 43103
(740) 983-6367

TENANT (S) UTILITY AGREEMENT (WATER, SEWER, STORM, REFUSE) *

Owner's Name _____
(Customer = Property Owner/Agent Name)

Tenant's Name _____
(Tenant=Consumer by Ordinance)

Owner's Mailing Address _____
(Customer Street Number & Name)

Tenant's Service Address _____
(Street Number and Name)

(City (Village), State, and Zip Code)

Ashville, OH 43103

Phone Number _____
(Home Phone)

Phone Number _____
(Home Phone)

Phone Number _____
(Cell Phone)

Phone Number _____
(Cell Phone)

Action Taken: Water Sewer Refuse

*** Stormwater cannot be turned-off**

Final Read (must check one) Turn-off Service Leave Service-on

If service is left on why: _____

New Service (must check one) Turn-on Service Leave Service-off

If service is left off why: _____

This agreement is made into this date and between Ashville, and _____, hereafter referred to as "Tenant" who is the occupant of the service address listed above.

This agreement is subject to all Ashville Ordinances and Laws now in force or which shall later become in force and all rules and relations of Ashville. I understand that the utility services are granted solely on the basis of personal information submitted as part of this agreement and certify that all such information is correct. I agree that this application for service, when accepted by Ashville, shall form a binding agreement governing the terms of all Utility Services rendered to me.

Tenant states that he/she has the consent of the owner of the premises and hereby agrees to become responsible for and to make monthly payments for all utility charges and fees connected therein. Tenant acknowledges that Ashville may terminate utility services the premises after notice if such services are not paid for when due and that such services will not be reconnect to premises until the amount due is paid in full. from I understand and agree to comply with property owner responsibilities and do understand and agree that any portion of the water, sewer, refuse, and stormwater bills may be assessed onto the property if left unpaid.

I understand that this application for utility service, when accepted by Ashville, shall form a binding agreement governing the terms of all utility services rendered to me by Ashville, Ohio.

Tenant / Agent's Signature

Print Name

Date

Tenant / Agent's Signature

Print Name

Date

Office Use Only:

Deposit \$75.00 Yes No - Must Be Wavied by Owner

Recorded: _____

Print Name

Signature

Revised 2/20/13



Village of Ashville
Utility
Department
Authority Under
Ohio Revised Code
(ORC) 735
Village Ordinances
Title Three- Utilities

Ashville Vision Statement

Remembering our rural heritage, Ashville will be a vibrant and friendly community, offering an enhanced quality of life achieved through planning, progress and collaboration.

It will be a welcoming place where people want to live and businesses prosper.

Village of Ashville

200 East Station Street
Ashville, Ohio 43103

Phone: 740-983-6367
Fax: 740-983-4703
E-mail: ashvilleohio@ashvilleohio.gov