

UTILITY BILLING AND COLLECTION
RULES AND REGULATIONS

(Amended 2020)

(Electric, Water, Sewer and Stormwater)

BILLING AND PAYMENT

Customer bills are calculated and mailed on the third (3rd) business day of the month to the service location or to the mailing address currently on file with the City Utility Department. The due date for customer payment is the twenty-first (21st) day of the month, which due date appears on the customer's bill. Failure of a customer to receive a bill for utility services does not relieve the customer from responsibility for prompt payment.

Bills for utility services not paid in full by the due date shall be considered delinquent and shall be subject to a late fee of zero percent (0%) of the entire bill.

Customer payments must be received in house by the City of Galion Utility Department located at 115 Harding Way East or by an authorized agent or depository by 4:00 p.m., local time, on the due date, or the payment is delinquent. Postmarked dates, check dates, or items placed in the drop box after close of business on the date due will not be used as the basis for determining timely payment.

Return Payment / NSF Fee for any utility payment is \$30.00 per occurrence.

APPLICATIONS FOR UTILITY SERVICES

Applications for utility service shall be made in person at the City of Galion Utility Office at 115 Harding Way East, Galion, Ohio 44833. An applicant must provide the following information and sign an Agreement for Utility Services:

- Full name of the applicant(s)
- Service address where utility services are to be provided
- Mailing address if different than service address
- Telephone number(s) of applicant(s)
- Social security number of applicant(s) (optional)
- Proof of identification by driver's license or state-issued photo ID (copy kept on file)
- Proof of ownership of property, if applicable

If applicant is a tenant, the following information must also be provided:

- Copy of a signed lease agreement
- Mailing address of the property owner

Grounds for denial of an application include, but not limited to the following:

- (A) The premises require specific repairs or changes, such as additional water taps and electric lines, before utility service can be safely provided.

- (B) An applicant or his/her roommate owes the City on an outstanding utility bill for an account in his/her own name or for an account at a previous residence where the individual lived.
- (C) The applicant provides false information or intentionally opens various accounts under different names in an attempt to trick or deceive the City to provide utility services.
- (D) The property owner is not in good standing on an account at the location.

TERMINATION OF UTILITY SERVICE

Upon a bill become delinquent, a fourteen (14) day Notice of Intended Termination of Service shall be sent by mail to the service address and/or the customer mailing address, if different. If the customer is a tenant, a copy of said Notice shall also be sent by mail to the owner of the premises. Such Notice shall indicate that the service is being terminated for nonpayment, the date after which service will be terminated, and the appeal rights afforded to any person affected by the Termination Notice by which such person may contest such termination.

The customer and/or the property owner may appeal the decision to terminate service or to deny an application for service to the Safety-Service Director and/or his/her designee by contacting the City of Galion Municipal Utilities Office at least one full business day before the date stated on the Notice of Intended Termination as the termination date. The appeal rights of the customer and/or the property owner shall consist of a face-to-face meeting with the Safety-Service Director and/or his/her designee, or if the appellant prefers, a telephone meeting at which the matter shall be discussed. Persons exercising these appeal rights shall be entitled to reasonable access to City records concerning the affected service address and may request copies of such documents at the requestor's copy expense.

The Safety Service Director and/or his/her designee is empowered, when good cause is shown, to compromise or adjust bills, to negotiate and compromise payment disputes, to enter into payment plans as authorized below, and to cancel or postpone termination of service. An appeal on a decision to terminate service shall cause such termination to be stayed until the appeal has been determined. If that determination upholds the initial decision to terminate, the person appealing shall be provided with a new termination date to which no appeal rights shall apply.

The consumer of the utilities is responsible for the payment of the utility bills; however, the property owner must notify the city when the rental unit becomes vacant. Failure to do so may result in the property owner being liable for utility bills incurred during the vacancy. The property owner may transfer utility bills to their name at any time without a required deposit provided they are currently in good financial standing with the city.

PAYMENT PLANS

The Safety Service Director and/or his/her designee is hereby granted authority to offer and accept payment plans to Galion utility customers for delinquent accounts under the following conditions:

No payment plans shall be extended to persons who have previously defaulted on a payment plan or have attempted to commit fraud against the City Utility Department.

Under no circumstances will payment arrangements be made extending beyond a six (6) month period.

There will be three types of "Utility Payment Extension / Arrangements" that the Safety - Service Director and/or his/her designee can consider and approve if sufficient grounds exist:

- (1) The "**medical payment extension**" may be an extension of up to thirty (30) calendar days after the due date without late fees being assessed on the customer account. Proof of the medical condition, on the form provided, is required from a medical doctor or health care provider stating why said medical condition warrants extension of payment due.
- (2) The "**financial hardship**" agreement may extend the time to pay without late fees for up to one hundred eighty (180) calendar days with one-sixth (1/6) of the delinquent balance plus the current bill being paid by the current month's due date. Proof of financial hardship must be presented to the Safety-Service Director.
- (3) The "**monthly check**" arrangement is to assist customers dependent on monthly checks. The purpose of this agreement is to bring customer accounts to a current status. To extend the payment due date until the 1st, 2nd or 3rd day of the next month, the customer must agree to pay the delinquent month's balance and one-half (1/2) of the current month's bill on the agreed date. The customer must agree to pay the second half (1/2) of the outstanding bill plus the next month's entire bill during the following month.

The following procedures will be followed when extending a "Utility Payment Extension / Arrangement:"

- (A) Customer is allowed one agreement in a 12-month period.
- (B) The one agreement is allowed per customer-not per service location.
- (C) Customer should be made aware that there will be no further deferment or extension on the agreed payment date.
- (D) Receipt of an NSF payment on an arrangement, missing a payment date or paying less than the arrangement agreement amount is considered a "broken" arrangement, and service will be disconnected without further notification.
- (E) In considering the feasibility of a payment arrangement, the Safety - Service Director and/or his/her designee will analyze the customer's history and amount of past payments to see if extension is a rational solution.