



**William Biddlecombe**   **Joe Dike**   **Sam Artino**   **Monty Tapp**   **Mark Claus**   **Matt Grieves**   **Joel Hagy**  
Councilmember   Councilmember   Councilmember   Mayor   Vice-Mayor   Councilmember   Councilmember

**CITY COUNCIL — REGULAR COUNCIL MEETING**

Tuesday, July 22, 2025 @ 6:30 PM

City Council Chambers

417 Main Street

Huron, Ohio 44839

- I. Call To Order** Moment of Silence followed by the Pledge of Allegiance to the Flag
- II. Roll Call of City Council**
- III. Approval of Minutes**
  - III.a** Council work session minutes of June 10 & July 8, 2025, and regular meeting minutes of July 8, 2025.
- IV. Audience Comments** Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3-minute time limit)
- V. Old Business**
- VI. New Business**
  - VI.a** Resolution No. 47-2025 (*submitted by Stuart Hamilton*)  
A resolution authorizing an agreement with Smith Paving & Excavating Inc. relating to the City of Huron Sidewalk Maintenance Program (District 2) for professional construction services for sidewalk removal, replacement and edge grinding in an amount not to exceed \$30,000.
  - VI.b** Resolution No. 48-2025 (*submitted by Chief Terry Graham*)  
A resolution authorizing the purchase of a 2025 Alukin CW 750 Marine Patrol Boat for the Huron Police Department in the amount of \$167,500.
  - VI.c** Ordinance No. 2025-16(*submitted by Stuart Hamilton*)  
ODOT consent legislation allowing pavement planing, repairs and resurfacing on SR 2 from SLM 7.72 (SR 4 interchange) to SLM 15.739 (SR 2/ US 6/ Rye Beach Rd overlap within the City of Huron.
  - VI.d** Ordinance No. 2025-17 (*submitted by Isaac Phillips*)  
An appropriations ordinance.
  - VI.e** Ordinance No. 2025-18 (**first reading**) (*submitted by Stuart Hamilton*)  
An ordinance amending Title 3 (Utilities), Part 9 (Streets, Utilities & Public Services Code) of Huron Codified Ordinances to establish a new Chapter 925 (Huron Public Power Regulations and Rates).
- VII. City Manager's Discussion**
- VIII. Mayor's Discussion**
- IX. For the Good of the Order**

**X. Executive Session(s)**

**XI. Adjournment**



**TO:** Mayor Tapp and City Council  
**FROM:** Stuart Hamilton , Service Director  
**RE:** Resolution No. 47-2025 (*submitted by Stuart Hamilton*)  
**DATE:** July 22, 2025

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### **Subject Matter/Background**

If adopted, Resolution No. 47-2025 would award a contract to Smith Paving & Excavating Inc. to complete sidewalk maintenance work (to include grinding, removal and replacement of concrete) relating to the City of Huron's Sidewalk Maintenance Program for District 2 (see District 2 map attached hereto as Exhibit 1). This process started in 2023 with a Resolution of Necessity authorizing the inspection of the sidewalks in District 2. Courtesy letters were mailed to residents in October and November of 2023 to allow them time to either do the work themselves or hire a contractor to do so. Because those letters were sent out in the fall, District 2 was not reinspected to determine which sidewalks had not been repaired until spring. Certified mail notices were then mailed to those residents on June 14, 2024, requesting completion of repairs within sixty (60) days of receipt, per Codified Ordinance. District 2 was re-inspected several months ago to determine, once again, which repairs had not been completed, and requests for proposals were sent to several contractors to complete those repairs on behalf of the City. The City received three (3) proposals, with the proposal submitted by Smith Paving & Excavating Inc. having the lowest and best pricing (a copy of the proposal is attached to the legislation as Exhibit "A.")

The Smith Paving & Excavating Inc. proposal quoted the following pricing:

Edge Grinding - \$60 per edge  
Concrete Removal/Replacement - \$17.25/sq.ft.

Letters will be mailed to residents on July 23, 2025, advising them of the unit prices for the repairs, as well as the proposed timeline (on or after August 24, 2025). Once the work has been completed, each resident will receive an invoice detailing the work performed and will have thirty (30) days to pay that invoice in full. If a resident does not pay that invoice within the thirty (30) days, the charges will be certified to the County Auditor with interest added (not less than \$25). The amount due shall be divided into eight (8) semiannual payments and collected with the immediate and subsequent tax years as applicable.

### **Legislative History**

Resolution No. 56-2023 - Resolution of Necessity acknowledging inspection of properties in District 2 (adopted 7/25/23)

Resolution No. 47-2025 (this legislation) - authorizing agreement with Smith Paving & Excavating to carry out repairs not completed by residents.

Resolution XX-2025 (future legislation) - authorizing certification of repair costs to County Auditor

### **Financial Review**

The City will cover the upfront cost of this repair and will invoice the total cost of the repair owner. If the owner

does not pay that invoice within thirty (30) days, all expenses are anticipated to be recovered over a four (4)-year period through assessment (8 bi-annual payments). Assessment revenues and expenses will be accounted for in the General Fund (property maintenance).

### **Legal Review**

The matter has been reviewed, follows normal administrative procedures and is properly before you

### **Recommendation**

If Council is in agreement with the request, a motion adopting Resolution No. 47-2025 is in order.

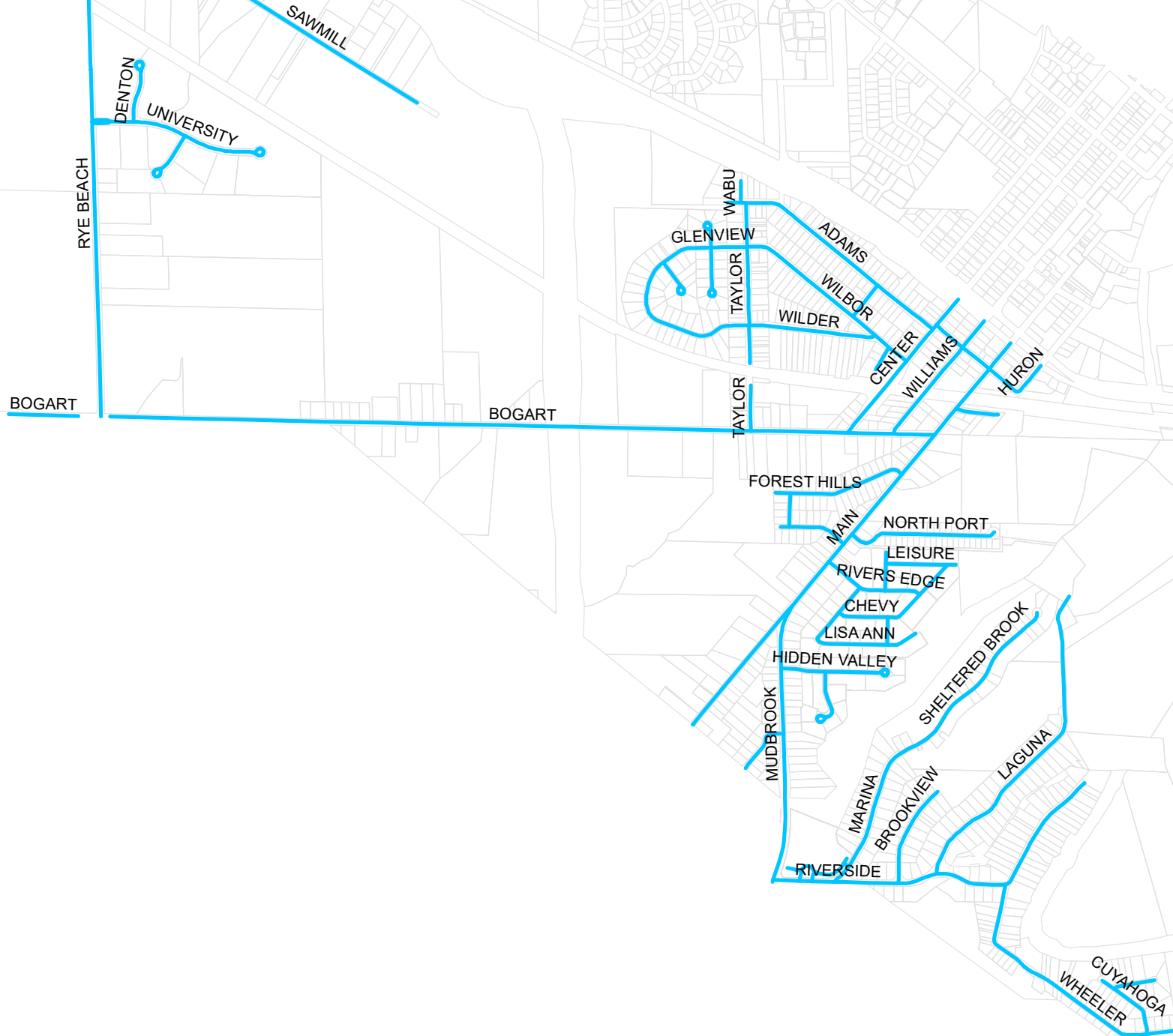
[Resolution No. 47-2025 Exh 1 Streets by District 2.pdf](#)

[Resolution No. 47-2025 Contract with Smith Paving & Excavating District II Sidewalks \\$30,000.docx](#)

[Resolution No. 47-2025 Exh A.pdf](#)



# District 2



**RESOLUTION NO. 47-2025**

Introduced by Sam Artino

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH SMITH PAVING & EXCAVATING INC. FOR PROFESSIONAL CONSTRUCTION SERVICES FOR SIDEWALK REMOVAL, REPLACEMENT AND EDGE GRINDING RELATING TO THE CITY OF HURON SIDEWALK MAINTENANCE PROGRAM (DISTRICT 2) IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00).**

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

**SECTION 1.** That the City Manager shall be, and he hereby is, authorized and directed to accept the proposal and enter into an agreement with Smith Paving & Excavating Inc. for professional construction services for sidewalk removal, replacement and edge grinding relating to the City of Huron Sidewalk Maintenance Program (District 2) in an amount not to exceed Thirty Thousand and 00/100 Dollars (\$30,000.00), a copy of which proposal is attached hereto as Exhibit "A."

**SECTION 2.** That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

**SECTION 3.** That this Resolution shall be in full force and effect from and immediately after its adoption.

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Monty Tapp, Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_

**Smith Paving & Excavating Inc.**  
**Aaron Smith**  
**4426 North Old State Rd.**  
**Norwalk, Ohio 44857**  
**Phone: (419) 668-4165**  
**Fax No: (419) 668-7572**  
**Email: [asmith@spenorwalk.com](mailto:asmith@spenorwalk.com)**

**Date:** 7/3/2025  
**Job Name:** HURON SIDEWALK PROJECT  
**Company:** CITY OF HURON  
**Attention:** TERRI WELKENER

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
	<b>HURON SIDEWALK MAINTENANCE PROJECT - DISTRICT 2</b>				
1	1600	SF	WALK REMOVED & REPLACED	\$17.25	\$27,600.00
2	40	EA	JOINT GRINDING	\$60.00	\$2,400.00
		<b>ONE WEEK OF TOTAL WORK ESTIMATED</b>			
	<b>WORK TO BE PERFORMED DURING THE 2025 CONCRETE SEASON</b>				
	<b>CREDENTIALS CAN BE FORWARDED; WE HAVE COMPLETED PROJECTS WITH THE CITY IN THE PAST</b>				
		<b>CERTIFICATE OF INSURANCE ATTACHED</b>			
		<b>PRICE INCLUDES REMOVAL, GRADING, COMPACTION,</b>			
		<b>QC MISC CONCRETE, CURING, EXPANSION, TOPSOIL, SEED, MULCH</b>			
		<b>&amp; ALL LABOR TO FORM, POUR, &amp; FINISH THE ABOVE ITEMS</b>			
		<b>PRICE INCLUDES 1 MOVE</b>			
<b>AN EQUAL OPPORTUNITY EMPLOYER</b>				<b>TOTAL BID</b>	<b>\$30,000.00</b>

PRICES GOOD FOR 30 DAYS  
LAYOUT & ENGINEERING BY OTHERS. ALL TESTING AND PERMITS BY CITY  
NO WINTER COVER INCLUDED IN PRICING



**TO:** Mayor Tapp and City Council  
**FROM:** Terry Graham  
**RE:** Resolution No. 48-2025 (*submitted by Chief Terry Graham*)  
**DATE:** July 22, 2025

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### **Subject Matter/Background**

This legislation is to authorize the purchase of a new Marine Patrol boat for \$167,000. Our current boat is now over 26 years old and requires extensive maintenance and repairs.

An anonymous donor contacted Chief Graham to offer to buy this boat. They are very serious about staying anonymous. A donation check is already on its way to the City, and we will not expend these funds until the check has been received, and the monies cleared for expending. On top of this donation, Castaway Yacht Sales heavily discounted the sales price for this boat.

We cannot thank this donor enough. And also thanks the partnership from Castaway Yacht Sales in their help in making this all possible. This is something the City has struggled with for a long time, how we can afford to keep this program running when a replacement boat was required.

### **Financial Review**

This purchase will be accounted for from the Capital Equipment Fund (403). It is funded by a donation from an anonymous donor.

### **Legal Review**

The matter has been reviewed, follow normal administrative procedures and is properly before you.

### **Recommendation**

If Council is in agreement with the request, a motion adopting Resolution No. 48-2025 is in order.

[Resolution No. 48-2025 Castaway Yacht Sales Marine Patrol Boat \\$167,500.docx](#)

[Resolution No. 48-2025 Exh A Castaway Yacht Sales LLC Proposal \\$167,500.xlsx](#)

**RESOLUTION NO. 48-2025**

Introduced by Monty Tapp

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH CASTAWAY YACHT SALES L.L.C. FOR THE PURCHASE OF A 2025 ALUKIN CW 750 MARINE PATROL BOAT FOR THE HURON POLICE DEPARTMENT IN THE AMOUNT OF ONE HUNDRED SIXTY-SEVEN THOUSAND FIVE HUNDRED AND XX/100 DOLLARS (\$167,500.00)**

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

**SECTION 1.** That the City Manager shall be, and he hereby is, authorized and directed to enter into an agreement with Castaway Yacht Sales L.L.C. for the purchase of a 2025 Alukin CW 750 Marine Patrol Boat for the Huron Police Department in the amount of One Hundred Sixty-Seven Thousand Five Hundred and xx/100 Dollars (\$167,500.00). A copy of the Proposal is attached hereto as Exhibit A and incorporated herein by reference.

**SECTION 2.** That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

**SECTION 3.** That this Resolution shall be in full force and effect from and immediately after its adoption.

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Monty Tapp, Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_



Customer Information	
Quoted Date:	7/16/2025
Req. Ship Date:	TBD
Name:	City of Huron
Address:	417 Main Street Huron Ohio 44839
Email:	<a href="mailto:terry_graham@huronohio.us">terry_graham@huronohio.us</a>
Home:	
Cell:	419-656-0440
Company:	

## Initial:

<b>Alukin CW 750</b>	<b>North America Price List</b>
Simrad NSX12	\$5,481.00
Halo20+ radar	\$3,281.00
Transducer	\$493.00
Bowthruster	\$4,286.00
SMS start heater	\$876.00
LED ramp lights	\$818.00
Safety cover, trimtab piston	\$199.00
Windshield washer kit	\$826.00
Extra horizontal rubbing strake	\$1,001.00
Extra vertical and horizontal rubbing strake	\$2,602.00
Trailer	\$7,963.00
Truck from Baltimore	\$1,356.00
Importation, Duty, Shipping to Brunswick, GA or Baltimore, MD	\$25,911.00
<b>FINAL PRICE:</b>	<b>\$55,093.00</b>



**TO:** Mayor Tapp and City Council  
**FROM:** Stuart Hamilton , Service Director  
**RE:** Ordinance No. 2025-16(*submitted by Stuart Hamilton*)  
**DATE:** July 22, 2025

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### **Subject Matter/Background**

This consent legislation gives permission to ODOT to perform pavement planing, pavement repairs, and resurfacing on SR 2 in Erie County. The portion to be resurfaced is from SLM 7.72 (SR 4 interchange) to SLM 15.739 (SR 2 / US 6 / Rye Beach Rd overlap). The portion of this project from SLM 15.353 to 15.739 is within the city of Huron. This project will also include bridge maintenance, guardrail repair / replacement, and pavement marking replacement. This project is currently scheduled to be constructed summer of 2027.

### **Financial Review**

There is no financial impact relating to this legislation, other than any added construction items requested by the City and not necessary for the project (none are anticipated).

### **Legal Review**

The matter has been reviewed, follows normal legislative procedure and is properly before you.

### **Recommendation**

If Council is in agreement with the request, a motion adopting Ordinance No. 2025-16 as an emergency measure is in order.

[Ordinance No. 2025-16 ODOT Consent Legislation US-6 from Route 4 to Rye Beach \(2\).doc](#)

## **CONSENT LEGISLATION**

**ORDINANCE NO. 2025-16**

*Introduced by William Biddlecombe*

**PID No. 118790**

**Project Name ERI SR 0002/0004 07.72/08.240**

The following Ordinance enacted by the City of Huron of Erie County, Ohio, hereinafter referred to as the City, in the matter of the stated described project.

### **SECTION I - Project Description**

WHEREAS, the State has identified the need for the described project:

To perform pavement planing, pavement repairs, and resurfacing on SR 2 in Erie County. The portion to be resurfaced is from SLM 7.72 (SR 4 interchange) to SLM 15.739 (SR 2 / US 6 / Rye Beach Rd overlap). The portion of this project from SLM 15.353 to 15.739 is within the city of Huron. This project will also include bridge maintenance, guardrail repair / replacement, and pavement marking replacement.

This project is currently scheduled to be constructed **summer of 2027**.

NOW THEREFORE, be it ordained by the City of Huron of Erie County, Ohio.

### **SECTION II - Consent Statement**

Being in the public interest, the City gives consent to the Director of Transportation to complete the above described project.

### **SECTION III - Cooperation Statement**

The City shall cooperate with the Director of Transportation in the above-described project as follows:

- 1) *The City gives consent for the above improvement,*
- 2) *No funds are required from the City except that the City agrees to assume and bear one hundred percent (100%) of the total cost for added construction items requested by the City and not necessary for the improvement as determined by the State and the Federal Highway Administration.*

### **SECTION IV - Maintenance**

Upon completion of the described Project, and unless otherwise agreed, the City shall:

- 1) *Provide adequate maintenance for the described Project in accordance with all applicable state and federal law;*
- 2) *Provide ample financial provisions, as necessary, for the maintenance of the described project;*
- 3) *Maintain the right-of-way, keeping it free of obstructions; and hold said right-of-way inviolate for public highway purposes.*



## SECTION V – Utilities and Right-of-Way Statement

If City owned utilities, within a corporation limit or in a private easement outside corporation limits, need to be relocated due to this ODOT project, the City will be reimbursed for any relocation work; ODOT will perform the coordination, relocation, and reimbursement which shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

If other public and private utilities need to be relocated due to this ODOT project they will not be reimbursed for relocation; with exceptions due to an easement, etc.

## SECTION VI - Authority to Sign

The Interim City Manager of said City of Huron is hereby empowered on behalf of the City of Huron to enter into contracts with the Director of Transportation necessary to complete the above described project.

Passed: July 22, 2025  
(Date)

Attested: \_\_\_\_\_  
Terri S. Welkener (Clerk of Council)

Attested: \_\_\_\_\_  
J. Monty Tapp (Mayor)

This Ordinance is hereby declared to be an emergency measure to expedite the highway project and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

**CERTIFICATE OF COPY**  
**STATE OF OHIO**  
City of Huron of Erie County, Ohio

I, Terri S. Welkener, as Clerk of the City of Huron of Erie County, Ohio, do hereby certify that the foregoing is a true and correct copy of Ordinance No. 2025-16 adopted by the legislative Authority of the said City of Huron on this 22<sup>nd</sup> day of July, 2025; that the publication of such Ordinance No. 2025-16 has been made and certified of record according to law; that no proceedings looking to a referendum upon such Ordinance No. 2025-16 have been taken; and that such Ordinance and certificate of publication thereof are of record on the City of Huron's website.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this 23<sup>rd</sup> day of July, 2025.

(SEAL)  
(If Applicable)

\_\_\_\_\_  
Clerk Signature  
City of Huron of Erie County, Ohio.

The foregoing is accepted as a basis for proceeding with the project herein described.

For the City of Huron of Erie County, Ohio

Attest: \_\_\_\_\_, Date 07/23/2025  
Stuart Hamilton, Interim City Manager



**TO:** Mayor Tapp and City Council  
**FROM:** Isaac Phillips  
**RE:** Ordinance No. 2025-17 (*submitted by Isaac Phillips*)  
**DATE:** July 22, 2025

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### **Subject Matter/Background**

Ordinance No. 2025-17 requests the Council's authorization for changes to the annual budget appropriations and cash transfers between funds. Please refer to Exhibit "A" of the ordinance for the detailed breakdown.

### **Financial Review**

See Exhibit "A" for financial review and details of supplemental appropriations and cash transfers.

### **Legal Review**

The matter has been reviewed, follows normal administrative procedure and is properly before you.

### **Recommendation**

If Council is in agreement with the request, a motion adopting Ordinance No. 2025-17 is in order.

[Ordinance No. 2025-17 Supplemental Appropriations and Cash Transfers.docx](#)

[Ordinance No. 2025-17 Exh A.pdf](#)

**ORDINANCE NO. 2025-17**

Introduced by Joel Hagy

**AN ORDINANCE AMENDING ORDINANCE NO. 2024-58, ADOPTED ON DECEMBER 18, 2024, TO PROVIDE FOR SUPPLEMENTAL APPROPRIATIONS FROM THE GENERAL FUND AND OTHER FUNDING SOURCES AND TO PROVIDE FOR CASH TRANSFERS.**

**WHEREAS**, pursuant to Ordinance No. 2024-58, adopted December 18, 2024, Huron City Council adopted the annual budget for the fiscal year ending December 31, 2025 for the operations of all City departments and offices; and

**WHEREAS**, Council has established various funds for the financial operation of the City, and through the current fiscal year certain funds have been determined to have insufficient funds and certain Funds have been determined to have excess funds; and

**WHEREAS**, it is necessary to amend the budget to reflect supplemental appropriations, appropriations transfers and cash transfers between funds to accommodate the operational needs of certain City departments and offices and to assure all funds of the City are in proper balance.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

**SECTION 1.** That Exhibit "A" of Ordinance 2024-58, adopted on the 18<sup>th</sup> day of December, 2025, as amended by Ordinance No. 2025-4 adopted on February 11, 2025, and as amended by Ordinance No. 2025-11 adopted on May 13, 2025, is hereby amended to provide for supplemental appropriations, appropriation transfers and cash transfers between funds as to each fund set forth in Exhibit "A" attached hereto and made a part hereof.

**SECTION 2.** That the Director of Finance and the City Manager are hereby authorized to expend the funds herein appropriated for the purpose of paying the operating expenses of the City for the fiscal year ending December 31, 2025, to make the cash transfers between and among those certain funds of the City, and to make the necessary entries on the accounting records of the City to reflect the appropriations and expenditures herein authorized to properly balance the various funds of the City.

**SECTION 3.** That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including O.R.C. §121.22.

**SECTION 4.** That in accordance with Section 3.06 of the Charter of the City of Huron, appropriation ordinances shall take effect immediately; **WHEREFORE**, this Ordinance shall take effect immediately upon its adoption.

\_\_\_\_\_  
Monty Tapp, Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_

CITY OF HURON  
BUDGET APPROPRIATION ADJUSTMENTS, AND CASH TRANSFERS  
SUMMARY SHEET

**Exhibit A**

DATE: 7/22/2025  
ORDINANCE: 2025-17

**Appropriation Measure**

An appropriation measure is necessary to appropriately budget for additional expenses and transfer budget between line items. In accordance with the Ohio Revised Code, Council must approve supplemental appropriations, budget transfers above the City's legal level of control, and cash transfers.

**APPROPRIATION MEASURE**

Fund Name	Fund Number	Department/Activity	Object Level	Increase/(Decrease) Amount	Reason for Appropriation Measure
Boat Basin Fund	210	Boat Basin	OTHER EXPENSES	\$1,500	Increase for elevated utility charges (natural gas rate increase)
Street Maint. Fund	212	Streets	OTHER EXPENSES	\$1,500	Increase for elevated utility charges (natural gas rate increase)
Fire Levy Fund	214	Fire Dept.	OTHER EXPENSES	\$2,500	Increase for elevated utility charges (natural gas rate increase)
Water Fund	604	Water Admin	OTHER EXPENSES	\$1,500	Increase for elevated utility charges (natural gas rate increase)
Storm Water Fund	605	Storm Water	OTHER EXPENSES	\$20,000	Replenish line item from emergency catch basin repairs
Capital Equip Fund	403	Police	OTHER EXPENSES	\$167,500	Purchase of a new Police Marine Patrol boat

**IMPACT ON TOTAL APPROPRIATIONS \$194,500**

**CASH ADVANCE**

Funds to be advanced from General Fund to Conagra TIF Fund for consultant special services relating to redevelopment of the property and legal review.

**CASH ADVANCE FROM:**

Cash Transfer From:		Cash Transfer To:		
Fund Name	Fund Number	Fund Name	Fund Number	Amount
GENERAL FUND	110	CONAGRA TIF FUND	423	\$25,000



**TO:** Mayor Tapp and City Council  
**FROM:** Stuart Hamilton , Service Director  
**RE:** Ordinance No. 2025-18 **(first reading)** *(submitted by Stuart Hamilton)*  
**DATE:** July 22, 2025

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### **Subject Matter/Background**

As a reminder, HPP was created as an economic development tool to help attract new businesses and to help existing businesses succeed. To this day, this is still our goal.

HPP rates have previously been legislated through Council as more of an agreement type rate structure. This time we are actually codifying them the same way as we do our water rates. This brings consistency and stability. We will amend the streets, utilities and public services code section by adding chapter 925, Huron Public Power Regulations and Rates.

We understand that any increase is painful, and we do not take this decision lightly. But to continue as a utility to provide low-cost service to our customers necessitates this change. We have notified our customers via email and a flyer will be added to their next bill.

In 2024 we retained a third party to carry out a cost-of-service study with the new debt coming online this year and additional projects and maintenance. The results of this study were too aggressive for our liking, so we reassessed internally and adjusted to bring the increases down as low as we could. These increases are designed to cover the additional debt for the new third transformer, associated equipment, and of course the ever-rising cost of doing business. These rates are still far below the investor lead utility's rates and will remain so. We will monitor these rates, and as soon as the opportunity arises, we will reduce them again as market conditions change. Outside of the rate increase, there is an additional capital rider per kWh of \$0.0005, the \$650,000 cap will be removed, and a monthly service fee of \$15 will be added to each account. If passed, these rates will come into effect on September 1st, 2025

Please see the flyer attached hereto as Exhibit 1 for more detail.

### **Financial Review**

Distribution revenue will be accounted for in the HPP operating fund (654) and the capital rider will be accounted for in the HPP Capital Account (653).

### **Legal Review**

The matter has been reviewed, follows normal administrative procedures and is properly before you.

### **Recommendation**

If Council is in agreement with the request, a motion placing Ordinance No. 2025-18 on its first reading is in order.

[Ordinance No. 2025-18 Exh 1 HPP Rate Letter.pdf](#)

[Ordinance No. 2025-18 New Chapter 925 HPP Rates Terms and Conditions.docx](#)





## 2025 Rate Review

Huron Public Power (HPP) in 2025 purchased a new transformer and associated electrical equipment for the Rye Beach substation. This third transformer brings a level of energy security that HPP did not previously have. It means that we can now support all of our customers if one of our transformers goes off-line through failure or through service needs. This investment totaled around \$2.5 million.

We are also bringing in a second source of electricity for redundancy purposes. This will mean if our main line that feeds the substation should be interrupted, we will have another source to keep service continuation. Again, increasing our level of service.

All this comes at a cost. I would like to remind everyone that HPP is primarily an economic development tool and our rates reflect this. We keep them down to an absolute minimum to cover our costs and a small reserve. We performed a Cost-of-Service study to review our additional investments and our ever-increasing cost of doing business, and unfortunately, we will need to implement a modest rate increase. Even with the increase, our distribution rates are far below the local utility. We do not take any increase lightly and will constantly review our rate structure to ensure we are passing on the lowest rates possible.

Our existing rate structure vs. our new rate structure is shown below:

kWh Used		Current Rate/kWh	New Rate/kWh
From kWh	To kWh		
0 kWh	100,000 kWh	\$0.018	\$0.028
100,001	2,000,000	\$0.012	\$0.02
2,000,001 kWh	8,000,000	\$0.007	\$0.0075
+8,000,000 kWh		\$0.003	\$0.0035

There are also some additional charges that you will see on your invoice:

- A flat monthly service availability fee of \$15.00.
- A Capital Rider charge that will be calculated per kWh consumed at a rate of \$0.0005.

I wanted to ensure that each of you have a chance to have your say, as we pass this new Rate Ordinance through Council. It will be presented in three (3) readings on the following dates:

- July 22nd at 6:30PM in the Council Chambers
- August 12th at 6:30PM in the Council Chambers
- August 26th at 6:30PM in the Council Chambers

If passed, the new rates would take effect September 1st, 2025.

**We would like to thank you  
for being valued customers!**





**ORDINANCE NO. 2025-18**

Introduced by Matt Grieves

**AN ORDINANCE AMENDING TITLE THREE (UTILITIES) UNDER PART NINE (STREETS, UTILITIES & PUBLIC SERVICES CODE) OF THE CODIFIED ORDINANCES OF HURON, OHIO TO ESTABLISH A NEW CHAPTER 925 (HURON PUBLIC POWER REGULATIONS AND RATES).**

**WHEREAS**, the Council hereby determined the changes and amendment set forth within this Ordinance, including Exhibit "A", are in the best interest of the City of Huron and its citizens.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

**SECTION 1.** That Title Three (Utilities) under Part Nine (Streets, Utilities & Public Services Code) is hereby amended to add new Chapter 925 (Huron Public Power Regulations and Rates), as set forth on Exhibit A attached hereto, and shall be, and hereby is, adopted and thereafter shall be in full force and effect.

**SECTION 2.** That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including O.R.C. §121.22.

**SECTION 3.** In accordance with Section 3.06 of the Charter of the City of Huron, Ohio, this Ordinance shall take effect thirty (30) days following its adoption.

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Monty Tapp, Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_

**CHAPTER 925  
HURON PUBLIC POWER REGULATIONS AND RATES**

- 925.01** Definitions
- 925.02** Rates and Charges for Electric Service
- 925.03** Miscellaneous Charges for Utility Service
- 925.04** Service and Physical Property
- 925.05** Metering and Billing
- 925.06** General

**CROSS REFERENCES**

kWh Tax – See R.C. 5727.81.  
Self-Assessment of kWh Tax – See R.C. 5727.81(C)(2); R.C. 5727.81(C).  
Service Boundary – See Article XVIII of the Ohio Constitution

**925.01 – DEFINITIONS.**

As used herein:

- A. "City" shall mean the City of Huron, Ohio.
- B. "Council" shall mean the City of Huron, Ohio, City Council;
- C. "Utility" shall mean Huron Public Power of the City of Huron, Ohio;
- D. "Customer" shall refer to an individual, partnership, corporation, or other legal entity receiving one class of service through one meter at one structure at one location, subject to these Codified Ordinances;
- E. "Landlord/Customer" refers to the owner of the structure and/or premises where electric service is being delivered if: (1) the owner is different from the end consumer of electric service (e.g., an apartment tenant) and (2) the owner is responsible for paying the Utility for delivery of electric service to the structure and/or premises.
- F. "Month" shall mean the elapsed time between two successive meter readings, approximately thirty (30) days apart;
- G. "Service" shall mean electric unless otherwise specified;
- H. "Meter" shall mean electric, unless otherwise specified.

**925.02 - RATES AND CHARGES FOR ELECTRIC SERVICE**

- A. Residential Service. [SERVICE NOT CURRENTLY AVAILABLE]
- B. General Service.

(1) Availability. Available to non-Residential installations requiring secondary, primary, or transmission voltage service. Where a Customer desires both single and/or three phase service, all

service shall be metered through one (1) three phase meter and so billed, unless circumstances not under the control of the Utility make it impractical or not feasible to do so.

(2) Service. Service for General Service customers will be alternating current, 60 Hz, at nominal voltages of 120/240 or 120/208 single phase, or 120/208 or 277/480 three phase. Such service will be determined based on the location suitable distribution facilities, the capacity distribution facilities, and the location of the load to be served. At the Utility's discretion, other secondary voltages or service from primary or transmission facilities may be obtained from available facilities provided the Customer owns, operates and maintains all necessary transforming, controlling, regulating and protective equipment. All rates and services provided under this tariff shall be consistent with and in accordance with this Ordinance. The Utility will own and provide the transformation facilities up to 1000 kVa. For customers that exceed 1000 kVa, the customer shall be responsible for purchasing and maintaining the transformation facilities.

Customer will also be responsible for operating its facilities in a manner that complies with the requirements of this Ordinance.

(3) Power and Energy Charge; AMP Service Costs. Utility shall pass through all costs to Customer related to the Utility's purchase of energy, power, ancillary services, and other related services from American Municipal Power, Inc. ("AMP") regarding the provision of utility service to Customer.

(4) Customers who use at least 100,000 kWh per year may, enter into an agreement with the Utility regarding AMP's purchase and delivery of power and energy on Customer's behalf. Utility shall charge Customer each month for any and all costs incurred related to AMP's services as it relates to the Customer's utility service. The Customer must commit to be financially liable for all costs the Utility incurs purchasing power and energy on the Customer's behalf. In addition, the Utility may require the Customer to provide collateral as part of such any such agreement.

(5) Rates for Distribution Service. The distribution rate shall be charged on a per kWh usage basis in incremental blocks. The charge per kWh shall decrease as set forth in following blocks:

The first 0 – 100,000 kWh used during the applicable month:		\$0.028/kWh
The next 100,001 – 2,000,000 kWh used during the applicable month:		\$0.02/kWh
The next 2,000,001 – 8,000,000 kWh used during the applicable month:		\$0.0075/kWh
All kWh used above 8,000,000 kWh during the applicable month:		\$0.0035/kWh
All kWh used during the applicable month. Capital Rider		\$0.0005/kWh

(6) Service Availability Charge. This charge will be flat fee charge on all accounts of \$15 per billing cycle.

(7) Taxes. Customers under this schedule shall be subject to the applicable kWh Tax as specified in Ohio Revised Code 5727.81 and will be paid to the City via their monthly invoice.

(8) Cost of Connection: This is calculated as the cost to extend the distribution service to point of service and connection costs. This cost is to be paid by the customer, 50% upon invoice and 50% upon connection. Utility will reduce the cost of connection up to the actual amount of cost, based upon a calculation of 100% of the expected revenue for the first 12 months of service, or \$50,000, whichever is less.

(9) Terms of Payment. If a bill payment is not received by Utility offices or by Utility's authorized agent on or before the specified payment date, Utility shall impose a late penalty fee of 10 percent (10%) of the amount of the bill or \$5,000.00, whichever is greater, which will become due and payable as part of Customer's total obligation. Where the due date falls on a weekend or holiday, the due date shall be the next business day.

(10) Billing. Utility shall bill the Customer each month based upon actual usage. However, the Utility may also modify its billing practices to pre-bill Customer. Utility will provide Customer notice of any modification of its billing practices.

(11) Modifications to the Total Charge. Utility has the right to assess Customer charges related to regulatory events. Upon the occurrence of a regulatory event or change in law that results in a cost increase for the Utility, Utility shall give written notice to Customer that such event has occurred. Upon such event, Utility shall increase customer's rate to recover the increased cost, effective with the first month after such notice to Customer.

(12) Demand Measurement. The billing demand in KW shall be taken each month as the highest single 60-minute peak in KW as registered during the month by a demand meter or indicator.

C. General Service – Large. [SERVICE NOT CURRENTLY AVAILABLE]

D. Private Area Lighting Service. [SERVICE NOT CURRENTLY AVAILABLE]

E. Kilowatt Hour (kWh) Tax.

(1) Applicability. The kWh Tax is based on actual kWh delivered to all Customers for all service (including the municipality) on the distribution system, excluding Federal facilities and will be invoiced on their monthly invoice. If no meter is used, usage shall be estimated. kWh usage is based on a 30-day billing cycle. If the billing cycle is more or less than 30 days, the tax shall be based on the total of daily calculation during such billing cycle. All charges assessed under this tax shall be consistent with R.C. 5727.81.

(2) Self-Assessor. A Customer that is determined to be eligible for self-assessment by the State of Ohio under R.C. 5727.81(C)(2) shall pay the Utility the self-assessment amount as set forth in R.C. 5727.81(C).

### **925.03 - MISCELLANEOUS CHARGES FOR UTILITY SERVICES**

A. Reconnection Charge. When a customer has previously requested disconnection and then request to be reconnected at the same service address, or if a reconnection is made subsequent to a service disconnection made not authorized by the Utility under these Rules and Regulations, a reconnection charge of Fifty Dollars (\$50.00) will be made if the reconnection is made during regular business hours. If the reconnection is made after business hours, the charge is Seventy-Five Dollars (\$75.00).

B. Dishonored Check Charge. Whenever a Customer pays a bill and the payment is either denied or returned to the Utility by the Customer's financial institution for lack of sufficient funds, the Customer will be assessed a dishonored check charge of Fifty Dollars (\$50.00) for each payment returned.

C. Meter Test Charge. The Utility shall test the meter at the request of the Customer. Such test shall be performed by an independent certified test facility. If the meter is found to be reading accurately, as defined in Section 925.05, Paragraph (e), the Customer shall pay all costs related to the test.

### **925.04 - SERVICE AND PHYSICAL PROPERTY**

A. Service Boundary. Unless waived by Council, the Utility shall exclusively supply all electric service within the corporate limits of Huron. Subject to Article XVIII of the Ohio Constitution, the Utility may extend service to Customers outside the corporate limits of the City.

B. Application for Service/Required Installations Before Service. A Customer can apply for service from the Utility by contacting Utility and requesting electric service. The Utility, in its sole discretion, shall determine if the Customer is eligible for service. Utility shall make this determination based upon the adequacy of Customer's current facilities and whether safe and reliable service can be provided from existing facilities. If the Utility determines that certain upgrades are necessary for it to initiate electric service for the Customer, Utility shall inform Customer of the installations and/or upgrades that will be required before the provision of electric service. Unless otherwise addressed in this tariff, Customer shall be responsible for all costs of the installations/upgrades needed for the Utility to initiate safe and adequate electric service for the Customer.

A copy of the schedules and standard terms and conditions under which service is rendered to Customers will be furnished upon request at the Utility Office. The Utility Office shall determine which schedule is applicable to serve Customers. If a Customer desires delivery of energy at more than one point of service, a separate application shall be required for each separate point of delivery. Service delivered at each point of delivery shall be billed separately under the applicable schedule.

The Customer (or Landlord/Customer), after making proper application for service, shall notify the Utility when Customer desire service to be established. In no case shall the Customer, Landlord/Customer, Customer's agent, or Customer's employee turn on service. Service shall be turned on, upon the date specified, by an authorized agent of the Utility. If the Utility finds itself unable to establish service on the date specified, it shall notify the Customer as much in advance as possible and a new day shall be established by mutual agreement.

Where Landlord/Customer make application for service, the tenant(s)' name(s) shall be included on the application.

C. Service Not Transferable. No person may commence the use of service until after making application therefore and requesting the Utility to turn on the service in accordance with Paragraph (b) above. In the event of the violation of this provision, in addition to other rights of the Utility, such person shall be liable for all electricity consumed in 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.

D. Customer Indebted to Utility. Service will not be supplied to any premises if at the time of application for service, the applicant is indebted to the City or Utility for service previously supplied at the same or other premises, until payment of such indebtedness or other arrangement satisfactory to the Utility 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 Utility's collections and disconnection procedures. The transfer of final bills is limited to like service, i.e., electric-to-electric, residential-to-residential, commercial-to-commercial. The Utility may not transfer a delinquent Commercial Service account to any account where any end user is a Residential Service Customer.

E. Service Connections. The customer assumes all responsibility for property owned by the Customer on the Customer's side of the point of delivery. For electric service, it is generally the outlet side of the meter box. The Customer is also responsible for the service supplied or taken, as well as for the installation of appliances used in connection therewith, and will save the Utility harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from such service or the use thereof on the Customer's side of the point of delivery.

When electric service is provided from an overhead system, the Customer's wiring must extend at least 15 inches beyond the building. Where a Customer installs service entrance facilities which have capacity and layout specified by the Utility, and/or install and use certain utilization equipment specified by the Utility, the Utility may provide or offer to own facilities on the Customer's side of the point where service wires attach to the building. All inside wiring must be grounded in accordance with the requirements of the *National Electric Code*, or the requirements of any local inspection service authorized by the City of Huron. When a Customer desires that energy be delivered at a point or in a manner other than that designated by the Utility, the Customer shall pay the additional cost of same. Where service is supplied from an underground distribution system, the Customer shall supply and install a continuous run of cable conductors, including necessary ducts from the transformer, manhole or connection box to the meter base. The Customer shall pay the cost of installing the portion of cable and duct from the property line to the terminus or cable outside the building. When a real estate developer desires an underground distribution system within the property which they are developing or when a Customer desires an underground service, the real estate developer or the Customer shall bear the costs for such underground facilities.

F. Continuity of Service. The Utility shall furnish necessary and adequate service and facilities. The Utility shall not be liable in damages for failure to supply electricity, or for interruptions in service, and shall be relieved of its obligation to serve and may discontinue or modify service, if such failure or interruption is due to acts of God or the public enemy, military actions, wars, insurrections, riots, civil disturbances, vandalism, strikes, fires, floods, washouts, explosions, acts or orders of any civil, judicial or

military authorities, and without limitation by the foregoing accidents, contingencies or other causes beyond the control of the Utility.

Without incurring any liability therefor, the Utility may also suspend service for such periods as may be reasonably necessary in order to make repairs to or changes in its facilities or other property; provided that the Utility shall keep a record of any interruption of service affecting its entire system, or a major division thereof, including a statement of time, duration and cause of interruption. It will also notify Customers affected by the interruption in advance of the contemplated work, and approximately how long the interruption will last.

Subject to Section 925.05, Paragraph (i), the Utility shall not discontinue service to any Customer without giving the Customer reasonable notice. Such notice shall be delivered either personally, electronically or telephonically when possible and practical. In circumstances, however caused, when time does not permit the giving of such notice in advance of a discontinuance of service or a change in services caused by circumstances beyond the control of the Utility, reasonable notice shall be given whenever possible and practical to all Customers affected advising them that service is off and of the time at which service is expected to be restored.

In the event that there has been an interruption of service to any premises, however caused, the Utility shall, before restoring such service, ascertain and assure itself that precautions have been taken to prevent accidents.

G. Customer's Liability. In the event of loss or injury to the property of the Utility through misuse, 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 Utility. No one except the agents of the Utility shall be allowed to make any internal or external adjustments of any meter or other piece of apparatus, which shall be the property of the Utility. The Utility 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 apparatus and property, and the right of entire removal of the Utility's property in the event of the termination of service for any cause.

H. Service Not to be Disturbed. No Customer shall attach or use any appliance which may result in the altering of service provided through Utility's electric lines. Without prior approval from the Utility, no Customer shall attach or use any appliance or device which will increase, decrease or otherwise alter service provided through the Utility's lines to such extent as to interfere at any time with continuous service to other Customers.

I. No Customer Shall Sell to Another. Service furnished by the Utility is for the sole use of the Customer and shall not be resold by the Customer except on written permission obtained from the Utility. 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 services.

J. Access to Premises. Neither the Utility nor its agents or employees shall enter into the interior of any structure 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 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 their purposes in doing so. Except in cases of emergency, no Customer shall be obligated to afford entrance or access to their premises except

during normal business hours and then only to such parts of the premises as may be the location of the Utility-owned property.

K. Right-of-Way. The Customer, without reimbursement, will make or procure conveyance to the Utility of right-of-way or right of entry and installed electric lines satisfactory to the Utility to permit the Utility to cross property between the Utility's lines and the Customer's property at the location where service is to be furnished, including property owned or controlled by the Customer for the Utility's electric distribution lines, extensions thereof or appurtenances necessary or incidental to the supplying of service to the Customer.

L. Meter Furnished. The Utility will furnish each Customer with a meter and appropriate socket of such size and type as the Utility may determine will adequately serve the Customer's requirements. Such meter and equipment shall be and remain the property of the Utility, and the Utility shall have the right to replace it, as the Utility may deem necessary.

M. Meter Location. The Utility shall determine the location of the meter. When changes in building or arrangements there render the meter inaccessible or exposed to hazards, the Utility 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.

N. Only Utility Can Connect Meter. As used in this section, "Tamper" means to interfere with, damage, or bypass a utility meter, conduit or attachment with the intent to impede the correct registration of a meter or the proper functions of a conduit or attachments so as to reduce the amounts of utility service that is registered on the meter.

No customer shall tamper with a meter, conduit, or attachment of the Utility that has not been disconnected by the Utility. Customer shall not permit anyone who is not an authorized agent of the Utility to connect or disconnect the Utility's meters, or in any way alter or interfere with the Utility's meters. Proof that a meter, conduit, or attachment of the Utility has been tampered with is prima facie evidence that the person who is obligated to pay for the service rendered through the meter, conduit, or attachment and is in possession or control of the meter, conduit, or attachment at the time the tampering occurred has caused the tampering with intent to commit a theft offense.

Tampering with or bypassing a meter constitutes a theft offense that could result in the imposition of criminal sanctions.

O. Meter Test. All meters 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 Utility 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 fee as listed in Section 925.03, Paragraph (c) for the testing. The date of inspection shall be stamped on the meter.

P. 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 Utility at its expense.



Q. Indoor Wiring and Piping. For electric service, the Customer shall install and maintain, at the Customer's expense, indoor wiring from the outlet of the meter. The Utility shall have no obligation to install, maintain or repair said wiring.

R. Appliances. The Customer shall install and maintain all electric appliances. The Utility shall have no obligation to install, maintain or repair appliances.

S. Inspection of Altered Service. It shall be the duty of the Customer to notify the Utility promptly of any additions, changes, alterations, remodeling or reconstruction affecting service on the Customer's premises.

T. Distributed Generation. No Customer shall operate any distributed generation facility to self-generate electricity or interconnect with the Utility's system without obtaining written authorization from the Utility. The Utility, in its sole discretion, may enter into an interconnection agreement with a Customer to allow the Customer to operate its distributed generation facility in parallel with the Utility's system. The Utility may establish a distributed generation policy and regulations governing the potential interconnection and operation of distributed generation within its service territory. "Distributed generation" shall mean all or part of a system of an electrical generator installed at or near the Customer's facility that is intended to operate in parallel with the Utility's system and generate electricity for the Customer or other customers.

#### **925.05 – METERING AND BILLING**

A. Quantity of Service Delivered by Meter. Meters installed by the Utility, which shall be and remain the property of the Utility, will measure electricity. Subject to certain exceptions, enumerated below, consumption shall be determined on the basis of the meter registration and bills shall reflect the consumption so registered.

B. Billing Periods. Electric bills will be rendered by the Utility to the Customer on a monthly basis. Non-receipt of bills by Customer does not release or diminish the obligation of the Customer with respect to payment thereof. Electric meters will be read at monthly intervals.

C. Estimated Bill. When the meter is not read, the Utility may estimate the quantity of service consumed and render a bill for such quantity.

D. Incorrect Meter Readings/Billing. During any period that an incorrect meter reading is established, the meter reading and bills based there on shall be adjusted by the Utility on the basis of all available information concerning the use of service by the Customer.

Whenever the Utility has overcharged any customer as the result of a meter or metering inaccuracy or other continuing problem under its control, the Utility will, for the period of time that incorrect billings can be established, adjust the meter readings and billings to reflect available information concerning the actual use by the Customer. The reimbursement of overcharges shall take the form of a credit to the Customer's account.

Except as provided below, any underpayment as a result of a meter or metering inaccuracy, or other continuing problem, will be billed to the Customer. The Utility will, at the Customer's request, attempt to arrange a reasonable payment schedule in the event of underpayment. Should the amount of the

adjustment be under bona fide dispute, the Utility shall continue to supply service and the Customer shall continue to pay all amounts billed until a final determination is made.

Whenever the Utility has undercharged any customer as the result of a meter or metering inaccuracy or other continuing problem under its control, the Utility may only bill the customer for the amount of the unmetered service rendered in the three hundred sixty-five (365) days immediately prior to the date the Utility remedies the meter inaccuracy. The Utility, in the first bill to collect the amount for unmetered service, shall state the entire amount that it seeks to collect. The maximum portion of the undercharge for unmetered service rendered that may be recovered from the Customer in any billing month shall be determined by dividing the amount of the undercharge by twelve (or the corresponding number of adjustable months) and the quotient is the maximum portion of the undercharged that the Utility may recover from the Customer in any billing month, in addition to either regular monthly charges or any type or regular level payment amounts billed in accordance with an agreement between the Customer and the Utility. The time period over which the undercharge may be billed shall be twelve (or the corresponding number of adjustable months) consecutive months.

The Utility shall not recover any interest charge, service charge, or fee, whether or not a percentage is utilized for its computation, for the portion of billings due to incorrect meter readings as provided for under 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 Utility from collecting an undercharge or any portion thereof in a time longer than that stated in this section.

This section does not apply to any act that is a theft offense, as defined in Section IV of these Rules and Regulations 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 electricity rendered.

E. Payment of Bills. The Customer shall pay bills at the Utility office during the regular office hours or to any of the Utility's authorized collecting agents during the regular office hours of such agent, or online available 24 hours a day. Any remittance received by mail at any office of the Utility bearing U.S. Postal Office cancellation date corresponding with or previous to the last date on which said bill is payable "Net" will be accepted as within the net payment period.

Any payment received after 4:00 p.m. shall be processed during the next business day.

F. Initial and Final Meter Readings. When service is terminated for any reason, the Utility will render a final bill addressed to the Customer's forwarding address, if known, or to the last known address, for the entire balance of the account, including a calculation from the last reading date to the requested final bill date. The Customer may request that the Utility attempt to obtain an actual final meter reading. However, the Utility may estimate the reading for the final bill date, or allow the Customer to provide the final meter read subject to the Utility's review for reasonableness, and if necessary, the actual reading.

All final bills are due upon receipt.

When the Customer begins use of service, an initial bill is normally rendered for the period from the initial date of service to the first regular meter reading date, this period normally being less than thirty (30) days,

except no bill will be rendered if the period is less than seven (7) days. However, the Customer's usage for that unbilled period will be included and billed in the next month's bill.

The Utility may estimate the reading for the initial date of service. However, upon Customer request, the Utility will attempt to obtain an actual reading at the initial date of service or allow the Customer to provide the initial meter read.

G. Deposits. A deposit of 150% of an average monthly bill may be required if the Customer at any time, or from time to time before or after service is commenced. Deposit criteria will be affected by, but not limited to: (1) past general credit history; (2) past payment history (with the City or Utility); (3) end use of service; and (4) duration of service.

The Utility office shall have a reasonable time in which to ascertain that the obligations of the Customer have been fully performed before being required to return any deposit. Said deposit shall be credited to the Customer's account when payments have been made by the due date on twelve (12) consecutive months, unless the Customer's account has been terminated. The Customer, in writing, must request refunds. Where the account has been terminated, any remaining deposit not used to credit the account shall be directly reimbursed to the Customer within thirty (30) calendar days.

H. Charges and Payment for Temporary Service. In addition to regular payments for service used, the Customer shall pay the cost for all material, labor, and other necessary expense incurred by the Utility in supplying service to the Customer at their request for any temporary purpose or use. The Utility may, at its option, require that any Customer for temporary service deposit with the Utility a sum equal to the Utility's estimate of the cost to be incurred by it for temporary service.

I. Right to Discontinue Service.

(1) After giving notice as specified in Paragraph (j) below, the Utility shall have the right to discontinue service for any of the following reasons or purposes:

- (a) Refusing reasonable access to the Utility's facilities;
- (b) Non-payment of bills for service when bills are due;
- (c) Failure to furnish or maintain a required security deposit; and
- (d) Material violation of any of these Rules and Regulations not otherwise covered in this provision.

(2) The Utility shall have the right, without notice, to discontinue service, and disconnect and remove from the premises of a consumer, the meter and any other property belonging to the Utility for any of the following reasons or purposes:

- (a) Non-use of service;
- (b) Fraudulent representation or practice and theft of service; and
- (c) Whenever deemed necessary by the Utility for safety reasons.

J. Termination Procedures. It is determined that a Customer is delinquent in rendering payment for service when the billing for service remains unpaid after five (5) business days from the due date. Whenever a Customer is delinquent in providing payment for service from the due date of the bill, the Utility shall mail a Delinquency Notice to the Customer (and Landlord/Customer if applicable).

The Utility may, after proper and reasonable notice of pending termination of service (not less than ten (10) days), terminate the Customer's service during normal Utility business hours in compliance with the following condition:

(1) No delinquent bill disconnections may be made after 12:30 p.m. on the day preceding a day that all services necessary for the Customer to arrange and the Utility to perform reconnection are not regularly performed.

(2) On the day of termination of service, the Utility will provide the Customer with a Termination Notice, securely attached in a conspicuous location, prior to termination.

(3) Those Utility employees who normally perform the termination of service will be authorized to either:

(a) be able to accept payment, or

(b) be otherwise able to make available to the Customer means to avoid disconnection.

Such employees at the premises shall not be authorized to make extended payment arrangements.

(4) In conjunction with service to the Customer of the termination notice provided for herein, the Utility shall advise Customer of the business address, telephone number, business hours, and a Utility representative to contact in the event the Customer desires to dispute the reasons for such termination and of the Customer's right to complain or appeal to the Service Representative, should they or she be dissatisfied with the Utility's reasons for terminating service. Upon request of the Customer, the Utility shall provide an opportunity for review of the initial decision concerning such dispute.

(5) The notice of termination sent to the service address (and billing address, if different) shall be in writing, and shall:

(a) identify the amount owed, the date which service may be terminated, and the reason for termination; and

(b) include an explanation of the payment alternatives available to a Customer whose account is delinquent.

Termination of service due to nonpayment is prohibited without the approval of Council when the termination of service would make operation of necessary medical or life-supporting equipment, known by the Utility to be in service, impossible or impractical. Service shall not be terminated if the Customer enters into and makes payments in accordance with an extended payment plan.

If a guarantor is required to reestablish service, the guarantor must sign an acknowledgment or willingness to accept the responsibility for payment of the Customer's bill in case of the Customer's default.

K. Landlord-Tenant Provision. The Utility may terminate utility service to individuals whose utility services are included in rental payments and of consumers residing in master-metered premises owned by Landlord/Customers, in accordance with the following:

(1) The Utility has provided the notices as required by provisions of these Rules and Regulations. The Utility in its Delinquency Notice must:

- (a) summarize the remedies tenants may choose to prevent disconnection or to have service reconnected; and
- (b) inform tenants that a list of procedures and forms to prevent disconnection or to have service reconnected are available from the Utility upon request.

(2) Customers inquiring in response to the posted notice shall be informed of the amount due for the current month's service and that by submitting a single payment to the utility in that amount, tenants may prevent disconnection of service.

(3) Payment by tenants equal to or exceeding the Landlord/Customer's current utility service bill for those premises shall be credited to the appropriate account, provided that the Utility is under no obligation to accept partial payment from individual tenants and may choose to accept only a single payment from a representative acting on behalf of all tenants.

(4) The Utility shall not disconnect service to master-metered premises when:

- (a) A tenant delivers to the Utility a copy of the written notice signed by fifty percent (50%) or more of the tenants of the occupied dwelling units, which notice shall designate the imminent disconnection of utility service (as shown by the disconnection notices received) as reason for the notice;
- (b) A tenant informs the Utility in writing of the date of the last day on which rent may be paid before a penalty is assessed or the date on which default on the lease or rental agreement can be claimed; and
- (c) The tenants who sign the disconnection notice timely invoke the remedies provided below:
  - i. Deposit all rent that is due and thereafter becomes due to the landlord, with the clerk of the municipal or county court having jurisdiction; and
  - ii. Apply to the court for an order to use the rent deposited to remedy the condition or conditions specified in the tenant's notice to the landlord (including but not necessarily limited to payment to the Utility rendering the disconnection notice).

(5) If service has been terminated to consumers whose utility services are included in rental payments or who are residing in master-metered premises, the Utility shall inform the consumers upon their inquiry that service will be reconnected upon payment of the amount due for the current month's service plus any reconnection charge if such payment is made within fourteen (14) days of termination, and that service will continue so long as payment for each month's service (based upon actual or estimated consumption) is made by the tenant's representative by the due date of the bill

thereof. If the Customers choose to have their service reconnected by paying the current month's bill and payment is not made by the due date each month, the Utility shall post the notice in a conspicuous location on the premises and make a good faith effort by mail or otherwise to notify each household unit of a multi-unit dwelling or tenant receiving service in the master-metered premises of the impending service termination. The Utility shall not be required to reconnect service pursuant to this paragraph where the landlord resides on the premises.

(6) Concurrent with the effective date of this rule, the Landlord/Customer must be the designated customer on all new applications accepted by the Utility for service to residential master-metered premises. Utility acceptance of new applications for service to master-metered premises is dependent on the designated Landlord/Customer providing the Utility an accurate list specifying the individual mailing addresses of each unit served at the master-metered premises. The Landlord/Customer, in a timely fashion, must update such list.

L. Change of Address of Customer. When a Customer changes address, they shall give notice of intent to do so to the Utility prior to the date of change. The Customer shall be responsible for all service supplied to the former premises until such notice has been received and the Utility has had a reasonable time, but not less than three (3) regular business days, to discontinue service.

M. Change in Tenancy or Ownership. At such time as the Utility is notified of a change of tenancy or ownership, the Utility shall make a final meter reading and prepare and mail a final bill. The former Customer is responsible for all service supplied to the premises until such final notice has been received and the Utility has had a reasonable time to make a final meter reading. Reasonable time is defined as being three (3) regular business days.

#### **925.06 – GENERAL**

(a) These Rules and Regulations are subject to, and include as part thereof, all orders, rules, and regulations applicable to the Utility from time to time issued or established by the City of Huron City Council under its emergency powers.

(b) The Utility reserves the right to make such further policies regulating utility service in order to carry out the purposes of these Rules and Regulations as experience may suggest, and as the Utility may deem necessary or convenient in the conduct of its business.

(c) These Rules and Regulations shall not apply during periods of shortage in the supply of electricity available to the Utility, to the extent that compliance by the Utility with such Rules and Regulations is precluded by the shortage in supply. During periods of shortage of supply to the Utility, restrictions on new service and curtailment of existing service shall be governed strictly by the Utility.

(d) Disputes arising from the Rules and Regulations between Customers and the Utility shall be resolved, to the best of its ability, by Utility personnel. Decisions or actions taken by Utility personnel may be appealed by the Customer to the City Council.

(Ord. 2025-\_\_\_. Passed \_\_-\_\_-25.)