

# AUTHORIZATION FORM

**NOTE: All customers wishing to participate in the Direct Debit Program must complete, sign, return, and agree to the terms stated on this authorization agreement as required by Federal banking regulations**

**Your name as it appears on your checks (both must sign if a joint account):**

PRINTED NAME (S): \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

WORK PHONE: (\_\_\_\_) \_\_\_\_\_

HOME PHONE: (\_\_\_\_) \_\_\_\_\_  
(REQUIRED)

CITY OF HUBBARD ACCOUNT NUMBER: A \_\_\_\_\_

(FOR ADDITIONAL ACCOUNTS PLEASE ATTACH AN ADDITIONAL SHEET(S))

TYPE OF BANK ACCOUNT:    ( ) PERSONAL                      ( ) BUSINESS  
  ( ) CHECKING                              ( ) SAVINGS

NAME OF FINANCIAL INSTITUTION: \_\_\_\_\_

BANK ACCOUNT NUMBER: \_\_\_\_\_

ABA ROUTING NUMBER: \_\_\_\_\_

**Please attach a voided check**  
**or**  
**deposit slip here**

The diagram shows a check with the following details:

- Payee:** Frank Maple, Kathy Maple, 123 Main Street, Anyplace, NJ 07000
- Pay to the order of:** \_\_\_\_\_
- Amount:** \_\_\_\_\_ DOLLARS
- Bank:** ANYPLACE BANK, Anyplace, OH 07000
- Routing number:** 125025002 (circled and labeled "Routing number")
- Account number:** 202020~86 (circled and labeled "Account number")
- Check number:** 1234 (circled and labeled "Do not include check number")
- Check number (top right):** 1234 15-0000/0000

**CITY OF HUBBARD, OHIO**  
**UTILITY BILLING DEPARTMENT**  
**(330) 534-3054**

***AUTOMATIC UTILITY DIRECT PAYMENT PLAN AGREEMENT***  
***AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBIT)***

I/we hereby authorize the City of Hubbard, Ohio, to initiate monthly debit entries, and if necessary, credit entries, in the amount of my/our utility bill(s) from the bank account and financial institution identified below. I/we acknowledge that the origination of ACH debit/credit transactions to my/our account must comply with the provisions of United States law.

**This authorization shall remain in full force and effect until one of the following occurrences:**

1. The City of Hubbard, Ohio, receives written notification, signed by all parties named below, of the termination of this authorization agreement in such time (minimum of 20 calendar days preceding the next due date of a utility bill) and manner as to afford the City of Hubbard, Ohio, and the financial institution a reasonable opportunity to act on it.
2. Utility service registered in name(s) below is terminated.
3. The City of Hubbard, Ohio, received two (2) non-sufficient fund (NSF) notices from the financial institution in any twelve-month period. In this situation, the utility customer will be notified by the City of the NSF notices, charged the applicable NSF fee assessed by the City, and placed on a cash-only basis for payment of City of Hubbard, Ohio, utility bills. Once placed on cash-only basis, the account cannot return to the direct-debit program
4. Failure of the customer to notify the City of a change in financial account information resulting in a NSF notice because of a change in financial account.

All final bills on utility accounts shall be made by the customer by check or cash. No ACH payment will be processed for final bills.

I/we have submitted this financial account information in confidence to the City of Hubbard, Ohio. I/we are not required by law to provide financial account information—it is provided solely for participation in this program. The City of Hubbard, Ohio, has obliged itself to act in good faith not to disclose financial account information.

I/we understand that cancellation/termination of service bills may require several days to implement and that authorized withdrawals from my/our bank account named below may occur prior to cancellation of my/our participation in the direct payment program. My/our signature on this form indicates my/our understanding of and agreement to the City of Hubbard, Ohio, automatic utility direct payment program policies and procedures.

*please see reverse for additional information and return form...*

The following policy and procedure was adopted for the facilitation of the City of Hubbard, Ohio, Direct Debit/Auto-Pay program in accordance with Ordinance 70-00 passed by Hubbard City Council on January 2, 2001.

**POLICY & TERMS:**

**SECTION 1:** The City of Hubbard shall accept utility payments electronically through the ACH network subject to the conditions, terms, and procedures as established by the Authorization Agreement which is attached hereto marked as Exhibit "A", incorporated fully herein by reference. All completed Authorization Agreements for participation in the ACH program must be signed by the customer(s) and maintained on file in the Utility Billing Office for the life of the customer's participation in the program in accordance with Federal Regulations.

**SECTION 2:** ACH drafts from utility customers' accounts shall occur on the tenth day of the month (or first banking business day immediately thereafter in the case of weekend days or holidays). Each month the utility customer will have the first 10 days to review their account(s) for billing accuracy. Enrollment in the program will be effective once the bill(s) received by the utility customer state the appropriate *do not pay* ACH message.

**SECTION 3:** If a customer participating in the program changes banks, bank accounts, or utility account information, it shall be the customer's responsibility to notify the City Utility Billing Office of the change and a new authorization agreement must be signed with the new information as stated in § 1. Any failure of the customer to notify the City of changes in account information may result in the customer's termination from the program. Any NSF fees, additional charges, or penalties, resulting from customer's failure to notify the billing office of the change in account shall be the customer's responsibility.

**SECTION 4:** Disputed bill amounts shall be addressed according to City policy or procedure established to resolve disputed bills. In the absence of a disputed bill policy or procedure, the City of Hubbard Service Director shall determine the appropriate resolution. Regardless of the resolution method employed for a disputed bill, no monetary refund shall be made for a disputed bill amount when payment is made via the ACH payment alternative. ACH payments shall occur in accordance with the terms §§ 1 and 2 of this Ordinance. Upon resolution of any disputed bill amount, the adjustment will be reflected on a future utility bill. Credits to a utility account will not result in a deposit of funds into a customer's bank account.

**SECTION 5:** All penalty, shut-off, and NSF fees shall apply to ACH customers in accordance with the respective policy and procedure.

**SECTION 6:** Final bills shall be sent to the customer for payment. Utility customers must personally make final bill payments. ACH payments will not be made for final bills.