

## **CITY OF CENTER CITY POLICY FOR UTILITY BILLING AND COLLECTION**

**Section 1. Purpose.** The purpose of this section is to establish a policy pertaining to the billing and collection of City utility bills.

**Section 2. Billing Cycle.** The City of Center City uses a quarterly billing cycle. Meters are read by the City Clerk/Treasurer the last week of the month in December, March, June and September using an automated meter reading system. Bills are then calculated and mailed by the fifteenth (15th) day of the month.

**Section 3. Bill Due Dates.** Utility bills are due thirty (30) days after bills are mailed. That is ~ meters read on December 31st, mailed on January 15th, are due by February 14th. If a due date should fall on a Holiday or on the day prior to a Holiday, it will be the next regularly scheduled business day.

**Section 4. Penalty Calculations.** Any utility bill not paid by the established due date will be subject to a penalty charge of **\$10** of the delinquent water balance and **\$10** of the delinquent sewer balance. This will be calculated on the day after the Bill Due Date. If this date should fall on a Holiday or on the day prior to a Holiday, it will be done the next regularly scheduled business day.

**Section 5. Penalty Notices.** Any account with a delinquent balance after the payment due day will be sent a penalty notice postcard immediately following the day of the penalty calculation. This notice will be in the form of a postcard, and will serve as the City's official notice that the utility bill is currently delinquent. It will indicate that the customer has five (5) business days to pay their delinquent account balance in full. In the alternative, the notice also provides the option to enter into a Payment Schedule Agreement with the City.

**Section 6. Payment Schedule Agreement.** Any customer has the right to enter into a Payment Schedule Agreement with the City. The City reserves the right to evaluate the terms of the agreement on a case-by-case basis, with consideration given to the customer's utility billing history with the City. The agreement must be signed by the customer and approved by a City representative. Failure to make agreed payments on the arranged due date will forfeit the customer's right to enter into any future agreements with the City.

**Section 7. Notice of Intent to Disconnect Water Service Due to Account Delinquency.** If an account remains delinquent after the five (5) day notice provided in the Penalty Notice Postcard, or if a customer has not honored the terms

of a Payment Schedule Agreement, the City will proceed to serve a Notice Of Intent To Disconnect Water Service. This notice will normally be sent by first-class mail. The City reserves the right to serve the notice by certified mail or hand delivery. The customer will have ten (10) days to make payment in full, or to request a hearing before the City Council. Once a Notice of Intent to Disconnect Water Service has been served, no partial payments will be accepted, nor will the City enter into a Payment Schedule Agreement with the customer. In the alternative, the customer has the right to request a hearing before the City **Council**.

**Section 8. Hearing before the Council to Address Delinquent Utility Bill.** If a customer requests a hearing before the Council to address their delinquent utility bill, the customer will be notified of the date and time of the hearing before the City Council, which will be scheduled the first Tuesday of the month. If the Council finds that the amount claimed to be owing is actually due and unpaid and that there is no legal reason preventing disconnection, the customer's water service will be disconnected unless the entire delinquent account balance is paid in **full**.

**Section 9. Disconnect Notice.** Before any water service is physically disconnected, a Disconnect Notice will be hung on the customer's main door into their residence. The customer will have twenty-four (24) hours to submit payment in full to avoid the disconnection of their water service. If full payment is not received by noon the following day, the Public Works Department will immediately proceed to disconnect the water **service**.

**Section 10. Disconnection.** If after all attempts made by the City to collect the delinquent utility accounts have failed, disconnection of service will be executed. If the day scheduled for disconnection falls on a Friday, Saturday, Sunday, Holiday or day prior to a Holiday, the disconnection will take place on the next regularly scheduled business **day**.

**Section 11. Cold Weather Rule as it Applies to Water Service Disconnection.** From October 15<sup>th</sup> through April 15<sup>th</sup> the cold weather rule (Minnesota Statutes 216B) only applies in that the customer is allowed twenty (20) days to respond to a Notice to Discontinue Water Service, as opposed to the ten (10) days that applies in all other **circumstances**.

**CITY OF CENTER CITY  
TIME TABLE FOR A QUARTERLY BILLING CYCLE**

<b>METERS READ</b>	<b>BILLS MAILED</b>	<b>BILLS DUE</b>	<b>PENALTIES CALCULATED &amp; PENALTY NOTICES MAILED</b>	<b>PAYMENT DUE</b>	<b>NOTICE OF INTENT TO DISCONNECT MAILED</b>	<b>DISCONNECT NOTICE POSTED</b>	<b>WATER SERVICE DISCONNECTED</b>
Last week of the Month	By the Fifteenth Day of the Month	30 Days after Bill is Mailed	31 Days after the Bill is Mailed	30 Days after Bill is Mailed	After 5 Business Days following payment due date	After 10 Business Days following payment due date (20 Days if Cold Weather Rule applies)	24 Hours After Posting Disconnect Notice
December March June September	January 15th April 15th July 15th October 15th	Estimated: February 14th May 15th August 15th November 14th	Estimated: February 15th May 16th August 16th November 15th	Estimated: February 14th May 15th August 15th November 14th	Estimated: February 21st May 22nd August 22nd November 21st	Estimated: February 28th May 29th August 29th November 28th Or (Cold Weather) March 14th December 12th	Estimated: March 1st May 30th September 1st December 1st Or (Cold Weather) March 5th June 2nd September 2nd December 3rd

# **CITY OF CENTER CITY**

## **UTILITY SERVICE RIGHTS AND RESPONSIBILITIES**

### **CUSTOMER RIGHTS**

- to receive water and sewer utility services
- to receive a response to any utility question in a timely manner
- to prove their inability to pay
- to enter into a Payment Schedule Agreement with the City
- to request a hearing before the City Council to address the issue of their delinquent account

### **CUSTOMER RESPONSIBILITIES**

- to pay for the costs of providing sewer and/or water utilities as charged by the City
- to keep all information with the City updated and current ie: telephone number, PO Boxes, sale of a residence, renter information
- if entered into a Payment Schedule Agreement with the City, to make all payments in a timely manner, by the specified date, and to make all payments in the amount specified
- to treat City Staff with courtesy and respect

### **CITY RIGHTS**

- ❖ to receive timely payments for utility services provided to its customers
- ❖ to charge a \$10 late penalty charge on any delinquent water account balance and \$10 late penalty charge on any delinquent sewer account balance after the specified due date
- ❖ to determine the terms of a Payment Schedule Agreement on a case-by-case basis with any customer who requests such an agreement
- ❖ to disconnect service for non-payment of a delinquent utility account after the collection process has been exhausted

### **CITY RESPONSIBILITIES**

- ❖ to provide water and sewer services to its customers
- ❖ to provide the necessary notices, as described in this policy, to its customers who have delinquent utility accounts
- ❖ to allow customers the required time specified in this policy to arrange for a Payment Schedule Agreement, to pay an account balance, to request a hearing before the City Council, or to disconnect the water service
- ❖ to follow through with payment agreements
- ❖ to discontinue water service for those customers that fail to comply with the City's collection process
- ❖ to treat every customer with courtesy and respect