

CITY OF TAYLORS FALLS 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 Taylors Falls uses a bi-monthly billing cycle. Meters are read by the Public Works Department by the end of the month in February, April, June, August, October, and December, using an automated meter reading system. Bills are then calculated and mailed by the first of the following month – March 1st, May 1st, July 1st, September 1st, November 1st and January 1st. If the 1st of the month falls on a Saturday, Sunday, Holiday, or the day prior to a Holiday, they will be mailed on the next regularly scheduled business day.

Section 3. Bill Due Dates. Utility bills are due on the first (1st) of the month, approximately thirty (30) days following the date of billing. That is ~ meters read on Feb 28th, mailed on March 1st, are due by April 1st. 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 balance. This will be calculated on the 2nd day of the month that the bill is due. 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 1st of the month will be sent a penalty notice 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 either the second or the fourth Monday 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 15th through April 15th 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 TAYLORS FALLS
TIME TABLE FOR BI-MONTHLY BILLING CYCLE

METERS READ	BILLS MAILED	BILLS DUE	PENALTIES CALCULATED & PENALTY NOTICES MAILED	PAYMENT DUE	NOTICE OF INTENT TO DISCONNECT MAILED	DISCONNECT NOTICE POSTED	WATER SERVICE DISCONNECTED
Last Day of the Month -	First Day of the Month -	First Day of the Following Month	Second Day of the Month	Within 5 Business Days	After 5 Business Days	After 10 Days (20 Days if Cold Weather Rule applies)	24 Hours After Posting
February 28 th April 30 th June 30 th August 31 th October 31 st December 31 st	March 1 st May 1 st July 1 st September 1 st November 1 st January 1 st	April 1 st June 1 st August 1 st October 1 st December 1 st February 1 st	April 2 nd June 2 nd August 2 nd October 2 nd December 2 nd February 2 nd	April 8 th June 8 th August 8 th October 8 th December 8 th February 8 th	April 9 th June 9 th August 9 th October 9 th December 9 th February 9 th	April 20 th June 20 th August 20 th October 30 th December 30 th March 2 nd	April 21 st June 21 st August 21 st October 31 st December 31 st March 3 rd

CITY OF TAYLORS FALLS

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 provide the City with proof that assistance is being received or that household income is less than 50% of the state median (verification of income)
- 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 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 provide referrals of energy assistance programs
- ❖ to treat every customer with courtesy and respect