

**CITY OF LINN VALLEY**  
**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 Rates.** A monthly rate of \$44 per month per connection is set as the rate to be paid by each customer of the Linn Valley sewer system, commencing with the close of the first billing cycle for each customer.

**Section 3. Billing Cycle.** The City of Linn Valley uses a monthly billing cycle. The billing cycle for each customer shall conclude on the 20th day of each month, with bills to be sent to customers by the 25th day of the month.

**Section 4. Bill Due Dates.** Bills are due by the 5th day of the month following the close of the billing cycle, and shall be considered late if not paid by the 9th day of the month following the close of the billing cycle. A payment will be considered late if not postmarked by due date. A penalty of \$25 will be assessed for all checks returned for insufficient funds.

**Section 5. Penalty Calculations.** Late fees, penalties, and other costs are assessed against any customer whose bill is not paid by the 9<sup>th</sup> day of the month. Any utility bill not paid by the established due date will be subject to a penalty charge of \$2.50 of the delinquent sewer balance.

**Section 6. Payment Responsibility.** The owner of the premises served, and the occupant and the user of the sewer service are jointly liable for the cost of the sewer service.

**Section 7. Delinquency Notices.** If a utility bill has not been paid for three billing cycles, the account shall be deemed Delinquent, and a Notice of Delinquency will be issued. If payment in full is not received within 10 business days, the City will initiate one or more of the available collection avenues available to it, at the City's discretion. Possible collection avenues include:

1. If the location involved is also served by City Water, the City may issue a Termination of Service Notice and discontinue City Water and Sewer Services. In such a case, the City may declare the property un-inhabitable and order it vacated until water and sewer are reconnected.
2. If the location is served by water provider other than City Water, the City may request the provider to terminate Water Service. Whether or not the water provider complies, the City may discontinue City Sewer Services. In such a case, the City may declare the property un-inhabitable and order it vacated until water and sewer are reconnected.

3. The City may take steps outlined in City Ordinance to place the unpaid utility charges on the County Property Tax role as an assessment to be paid with the customer's property taxes.
4. The City may initiate legal action in a court of competent jurisdiction to collect the unpaid obligation.
5. The City may avail itself of any and all other collection remedies available to it.

**Section 8. Payment Plan Agreement.** A customer whose utility account has been declared Delinquent, may, within 10 days of the service of said Notice of Delinquency, apply for a Payment Plan Agreement to bring the Account current within a reasonable time. Said application shall be made with the City Clerk on a form provided for that purpose by the Clerk. The application shall be signed by the responsible party and must be approved by the City before taking affect. The City shall have the right to reject a proposed Payment Plan Agreement that, in the City's view, is unreasonable or impractical. The application/agreement shall be in the nature of a contract between the customer and the City, and upon its execution by both parties, the City shall halt steps to collect on the Delinquent Account as outlined in Section 7, pending compliance with the contract. Failure by the customer to comply with the terms of the contract shall result in the contract being voided and a new Notice of Delinquency issued as outlined in Section 7. When a second Notice of Delinquency has been issued due to the voiding of a Payment Plan Agreement under this section, a Payment Plan Agreement shall no longer be an option for the customer.

**Section 9. Appeal.** If an account has been deemed Delinquent, the Delinquency Notice shall be served by Certified Mail and first class mail. In the alternative (or at the City's discretion, in addition), such notice may be served by posting it on the property or by personal service on the customer. In any event, the notice shall be deemed served upon its being mailed, posted or served. The customer may appeal the Delinquency in writing within ten days of the service of the Notice as defined herein. Such appeal must be delivered within the said 10 days to the City Clerk.

**Section 10. Appeal Hearing.** Upon the service of a Notice of Delinquency, the customer may, within 10 days, make a written request for a Hearing before the City Council to appeal the Delinquency Notice. The customer shall be notified of the date and time of the Appeal Hearing, at which time it shall be the burden of the customer to bring testimony or evidence as to why the account should not be deemed delinquent. If, upon hearing the customer's evidence or testimony, the Council determines that the account is Delinquent, the customer shall have 10 days to bring the account current pursuant to Section 7.

**Section 11. Re-connection Fee.** If payment of the amount due on an account is made **after** termination of service under Section 7, service will be re-connected upon the payment of a Re-connection Fee of \$500.

**CITY OF LINN VALLEY**  
**UTILITY SERVICE RIGHTS AND RESPONSIBILITIES**

**CUSTOMER RIGHTS**

- To receive sewer utility services upon payment of fees set by the City
- To receive a response to any utility question in a timely manner
- To apply for 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 utilities as charged by the City
- To keep all information with the City updated and current i.e: telephone number, payment address, PO Boxes, sale of a residence, renter information
- To make all payments in a timely manner, by the specified date, and to make all payments in the amount specified, including payments under a Payment Plan Agreement
- To treat City Staff with courtesy and respect

**CITY RIGHTS**

- To receive timely payments for utility services provided to its customers
- To charge a \$2.50 late penalty on each delinquent sewer utility payment
- To determine the terms of a Payment Schedule Agreement on a case-by-case basis with any customer who requests such an agreement
- To place a tax lean on the premises after the collection process has been exhausted
- To take any other steps necessary and allowed by law to collect unpaid utility fees due

**CITY RESPONSIBILITIES**

- To provide sewer services to its customers
- To allow customers the required time specified in this policy to arrange for a payment schedule agreement to pay an account balance, or to request a hearing before the City Council
- To follow through with payment agreements
- To place a tax lean on the premises if payment has not been received under the terms of this policy and to take whatever other steps are necessary to collect unpaid utility fees.
- To treat every customer with courtesy and respect