

# **City of Blair**

## **Procedural Policies for Utility Billing, Payment, and Disconnection**

A. Reading Meters

Meters will be read on or about the first business day of the month. Staff may alter the read date to accommodate emergencies, work scheduling, and holidays or to equalize the number of days billed in each billing cycle.

B. Billing

All bills shall be prepared utilizing the most current rates as adopted by the Mayor and City Council and shall be mailed on the 20<sup>th</sup> of the month, unless the 20<sup>th</sup> falls on the weekend or holiday, then the bills will be mailed the business day preceding the 20<sup>th</sup> of the month.

C. Right to Disconnect

The City of Blair may disconnect utility service for any of the following reasons or for any other reason permitted by federal, state, or municipal law.

1. Failure to meet the applicable provisions of law.
2. Violation of the ordinances or regulations pertaining to utility service.
3. Nonpayment of past or present utility bills.
4. Willful or negligent waste of service due to improper or imperfect pipes, fixtures, appliances or otherwise.
5. Tampering with any meter, seal or other equipment controlling or regulating the supply of utility service.
6. Theft or diversion and/or use of service with payment therefor.
7. Vacancy or abandonment of premises.
8. Change in name of person to be billed.
9. Failure of property owner or customer to pay required deposits or provide required guarantees.
10. Failure to comply with backflow prevention requirements.

D. Delinquent Bills

1. All bills for water and sewer utility service are due and payable the day they are placed in the mail or sent via E delivery. E-delivery means via email through the City of Blair billing software.
2. Payment is due the date mailed or sent via E-delivery and considered late at the end of the business day on the 10<sup>th</sup> of the each month. End of business day shall mean 4:30 p.m. If the 10<sup>th</sup> falls on a holiday or weekend, customers will have until the end of day on the first business day following the 10<sup>th</sup> of the month at 4:30 p.m.. After next business day following the 10<sup>th</sup> of the month (if the 10<sup>th</sup> falls on a weekend or a holiday), the bill is delinquent and subject to a 15% upcharge, which is printed on each bill as “Gross Bill”.
3. If the bill remains delinquent after the 13<sup>th</sup> day of the month, a Utility Service and Disconnect Notice will be served via electronic service (email) and/or at a minimum, First Class U.S. Mail, upon all utility customers that are delinquent. Any domestic subscriber shall be subject to notice in compliance with E and F of this procedural policy.
4. All accounts that are subject to disconnect will be subject to a late fee (\$50.00) if the full payment is not received by the end of 25<sup>th</sup> day of the month. If the 25<sup>th</sup> falls on a holiday or a

weekend, then full payment must be received by the end of the day (4:30 p.m.) on the first business day following the holiday or weekend.

5. The Disconnection Day is the 27<sup>th</sup> day of the month, each month. If the 27<sup>th</sup> falls on a weekend or a holiday, then the Disconnection Day will be on the next regular business day.
6. An account owner is eligible to submit a payment extension request, in person at City Hall or by email no later than 4:30 p.m. on the 25<sup>th</sup> of the month. If the 25<sup>th</sup> falls on Saturday the request of extension will need to be filed by 4:30 on the 24<sup>th</sup> of the month, if the 25<sup>th</sup> falls on Sunday the request needs to be made by 4:30 p.m. on the 26<sup>th</sup> of the month). Customers requesting an extension via email will need to include address and account number. No extension by email will be final until the account owner receives an email from the City confirming the approval of the request. If an extension is granted, the extension allows an additional seven (7) calendar days from the disconnect day to pay the bill in full without a disconnect fee of \$50.00 as outlined in this policy.
7. Any service that has non-payment or payment made after the end of the day on the date agreed to in the extension request will be subject to the disconnect fee. Any payment not received by 4:30 p.m. of the day agreed to in the extension will make the account subject to disconnection without further notice.

E. Serving Disconnect Notice

If payment in full of the delinquent bill is not received by the twenty-fifth (25<sup>th</sup>) day of the month following the issuance of the demand letter or unless some arrangements have been made for payment of the bill, notice shall be given to the customer informing him or her that utility service will be disconnected within ten (10) days of the date of the letter, if payment on the bill is not made, arrangements are not made for the payment of the bill, or unless a conference is requested concerning the disconnection. If said notice is sent by first class mail, the envelope shall be marked conspicuously, "IMPORTANT NOTICE CONCERNING UTILITY DISCONNECTION."

The Disconnection Day is the 27<sup>th</sup> day of the month, each month. If the 27<sup>th</sup> falls on a weekend or a holiday, then the Disconnection Day will be on the next regular business day.

F. Contents of Disconnect Notice

The disconnection notice, by state law, must contain at least the following information. (Please note that the attached **Sample Service Disconnection Notice** contains all of this information):

1. The reason for the proposed disconnection;
2. A statement of intention to disconnect unless the domestic subscriber either pays the bill or reaches an agreement with the utility regarding payment of the bill;
3. The date upon which service will be disconnected if the domestic subscriber does not take appropriate action; that the Disconnection Day is the 27<sup>th</sup> day of the month, each month. If the 27<sup>th</sup> falls on a weekend or a holiday, then the Disconnection Day will be on the next regular business day.
4. The name, address and telephone number of an employee designated by the city to whom the domestic subscriber may address an inquiry or complaint.
5. A statement explaining that the domestic subscriber has a right, prior to the disconnection date, to request a conference regarding any dispute over the proposed disconnection.
6. A statement that the city will not disconnect utility service until the conference is concluded.
7. A statement to the effect that disconnection shall be postponed or prevented upon presentation of a duly licensed physician's, physician's assistant's, or advanced practice registered nurse's certificate which shall certify that the domestic subscriber or resident within such subscriber's

household has an existing illness or handicap which would cause such subscriber or resident to suffer an immediate and serious health hazard by the disconnection of the utility's service to that household. Such certificate must be filed with the City within five (5) days of receiving notice of disconnection, excluding holidays and weekends, and will prevent the disconnection of utility service for a period of at least thirty (30) days from such filing. Only one (1) postponement of disconnection shall be allowed for each incidence of non-payment of any past due account.

8. A list of all monies that must be remitted to the city for reconnection, including any reconnect charges and payment of all past due accounts. Reconnection fees cannot exceed the reasonable cost of the reconnection.
9. A statement explaining that the domestic subscriber may arrange with the City for an installment payment plan.
10. A statement to the effect that those domestic subscribers who are welfare recipients may qualify for assistance in payment of their utility bill and that they should contact their caseworker in that regard.

G. Conference with Utility Domestic Subscriber

Upon a written request by a customer for a conference, the City shall:

1. Designate an employee to hear and decide all matters at the conference.
2. Schedule a conference within fourteen (14) days of the receipt of the customer's request for a conference.
3. Notify the domestic subscriber in writing of the time, place and date scheduled for the conference.

The conference shall be informal and not governed by the Nebraska Rules of Evidence.

Failure by the customer to attend the conference shall relieve the City of any further action prior to the disconnection of utility service.

The domestic subscriber may, prior to the scheduled conference, give a valid reason that they will be unable to attend the conference at the appointed time and date. The City shall make a reasonable effort to reschedule the conference.

The designated employee shall, based solely on the evidence presented at the conference, affirm, reverse, or modify any part of the disconnection notice which is a result of a disputed billing. The employee shall allow disconnection of utility service only when all less drastic remedies have been exhausted.

If the designated employee determines at the conference that the domestic subscriber did not receive proper notice or was denied any other legal right, the employee shall recess and continue the conference at such time as the subscriber has been afforded his or her rights.

H. Appeals

If the designated employee issues an opinion that is adverse to the domestic subscriber, the domestic subscriber may, within 10 days after the date the decision is issued, appeal in writing. The appeal will be heard by the City Administrator and/or City Council, whichever is designated by the utility.

Upon receiving a written request for an appeal, the utility will notify the domestic subscriber of the location, date, and time of the hearing in writing. The date of the hearing will be at least 7 days after the day the appeal request is received by the utility.

The domestic subscriber may examine and copy, not less than three (3) days prior to the hearing, the utility's file and records pertaining to the dispute or utilized in anyway in reaching the decision to disconnect the utility service.

At an appeal hearing, the domestic subscriber may be represented by legal counsel or other representative or spokesperson.

The appeal hearing will be conducted as follows:

1. Any customer prosecuting an appeal to the City Administrator of a conference where a decision of the disconnection of utility services shall have the right to present witnesses, offer evidence, confront and cross-examine such witnesses that shall appear and testify at the hearing and said customer shall further have the right to have a record of the proceedings made at the customer's own expense.
2. The customer shall have the right to examine and copy no less than three (3) business days prior to such appeal hearing all utility files and records pertaining directly to the dispute or utilized in any way in reaching the decision to disconnect utility service.
3. The hearing shall be governed by the "Nebraska Rules of Evidence" which shall be interpreted without strict technical construction. It being the intention that all questions of interpretational rulings and subjective rulings shall be made in favor of the customer.
4. Upon commencement of the hearing, the customer shall have the right to make an opening statement if the customer desires, which shall be followed by an opening statement by the Director of Public Works or his agent if so desired.
5. The customer shall first present his or her case as to why disconnection of the services shall not be made and shall be limited in his or her presentation in time only if a gross abuse of the hearing privileges is taking place. The customer shall be entitled to testify on his or her behalf if customer so desires, and if he or she does, customer shall be subject to cross-examination by the Director of Public Works. All other witnesses called by the customer in his or her behalf shall also be subject to cross-examination by the Director of Public Works. The City Administrator may also ask any questions of any witnesses within the scope of cross-examination.
6. After the customer has called all of his or her witnesses and presented any other evidence he or she wishes, the Director of Public Work's personnel shall then present such testimony or other evidence deemed necessary. After each witness has testified in behalf of the Utilities Department the customer shall have the right to cross-examine said witness.
7. Upon the conclusion of the Department of Utility's case, the customer shall have the right to present any rebuttal evidence he or she deems necessary and upon conclusions of the customer's rebuttal evidence, the Department of Utilities shall have the right to present any rebuttal they deem necessary.
8. Upon conclusion of the presentation of all of the evidence, the customer shall have the right to make a closing statement which shall be followed by the presentation of the closing statement, if any, by the Director of Public Works. Upon conclusion of the argument of the Director of Public Works the customer shall have the right to make a rebuttal argument.

The domestic subscriber may make or have made a record of the proceedings at his or her request.

A written copy of this appeal policy will be furnished to a domestic subscriber upon request.

I. Repairs

Interruptions of service or disconnections made pursuant to repair, maintenance, health, or safety reasons shall not constitute a disconnection for the purposes of this procedural policy.

J. Disconnection Policy

1. Upon establishment of the disconnection list for non-payment on the 25th of each month, or the first business day following the 25<sup>th</sup> if that falls on a holiday or weekend, the City utility staff shall proceed to shut off all accounts that have been determined to be on said list until the payment is made in full.
2. The inability of the City utility staff to find a shut off valve and/or to shut off any water service shall not relieve an account holder from paying said utility bill and disconnection fee.
3. Should said water shutoff valve not be operable, account holder shall be given written notice to make necessary repairs within 30 days or the City staff will make necessary repairs and bill said account holder for all costs of such repair. Should circumstances warrant, City Administrator or his/her designee may agree in writing to an extension to have said shut off valve repaired.
4. The City shall have the right to require any owner of the property/properties with a common service line that does not allow for the disconnection of water service to one property or the other due to failure to pay, to separate said service lines. Such notice shall be given in writing allowing the owner 30 days to complete said work. Should circumstances warrant, the City Administrator or his/her designee may agree in writing to an extension to have said lines separated.
5. Should the utility staff not be able to shut off water service at the stop box on disconnect day due to said stop box not being functional, the City shall post a letter on the main door of said property notifying the owner that the City will be back at a specified time the following day to gain access to the meter to shut the water off to that property for nonpayment. If the property is a rental property, the City shall notify the owner of said property by phone, email, or mail. When entering a facility, residence, or other property to shut the water off at the meter, the utility staff shall request the assistance of the Blair Police Department.
6. All unpaid and delinquent accounts for nonpayment of utility bill or repair of the shut off valves/stop box shall be subject to and assessable against said real estate as allowed by Nebraska Statutes.

K. Rental Properties

1. Properties that are not owner occupied are considered rental properties (no matter if they are residential or commercial properties).
2. For rental properties allowing the renters to pay the utility bill, the landlord for the rental property will need to sign an Owner's Consent and Guarantee of Payment for Unpaid Utility Charges for Rental Property, guaranteeing the payment of any unpaid utility bill, should the

tenant leave with any unpaid utility bills, including any applicable late fees and/or delinquent charges, for each property they are renting. This would then remain in place until the property is sold, or the property no longer becomes a rental property.

3. Rental properties may have a landlord agreement on file. The landlord agreement form will allow a landlord to leave the water on and take responsibility for paying the utility bill at the property without having to pay a reconnection fee between tenants. This form will give a list of all rental properties that will revert to them when the tenant is no longer occupying the property, as well as billing information for copies of shut off notices and the bill between tenants.
4. If the landlord chooses not to sign the Owner's Consent and Guaranty of Payment for Unpaid Utility Charges for Rental Property and the landlord wishes to keep the utility service on, the landlord must then keep the utility service in their name and remain responsible for that utility bill. If the landlord does not pay the bill, the service will be shut off, making the property unoccupiable
5. All unpaid and delinquent accounts for nonpayment of utility bills or repair of shut off valves/stop boxes for rental properties shall be assessed to the property whether directly or indirectly the responsibility of the property owner.

L. Reconnection of Services

1. A residential customer's service terminated for nonpayment may not be reconnected until the following obligations are met:
  - a. Pay all past due accounts.
  - b. Pay the reconnection fee.
  - c. Pay the current bill.
  - d. Payment of the above must be in cash, money order, or credit card.
2. A commercial customer's service terminated for nonpayment may not be reconnected until the following obligations are met:
  - a. Pay all past due accounts.
  - b. Pay the current reconnection fee.
  - c. Pay the current bill.
  - d. Payment of the above must be in cash, money order, or credit card.

The customer must make full payment during regular business hours, 8 a.m. to 4:30 p.m. Monday through Friday, excluding holidays. Payments must be cash, money order, or credit card.

3. Normally, service will be restored only during regular business hours.

M. Meter Replacement

1. Replacement for meters that are no longer operating (ex. meter not reading usage) will be replaced at no charge to the customer by the City so long as all necessary valves are in operating order that will allow for the water to be shut off, so as it will not cause damage to the property. If the valves are inoperable or appear to be questionable as to whether the valve will hold, the homeowner may be required to make repairs at the cost of the homeowner, so that the City can change out the meter without causing damage to the property.
2. Meter replacement, for meters that have been allowed to freeze or have been damaged by the neglect of the owner/tenant, the owner will be responsible for purchasing a new meter from the City, at the owners cost, and shall have the new meter installed by a licensed plumber at the owners cost. New meters must be picked up between the normal operating hours of 8:00 am – 4:30 pm, Monday – Friday.

# City of Blair

## Utility Service and Disconnect Notice

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Account Number \_\_\_\_\_

City \_\_\_\_\_ Amount Due \_\_\_\_\_

According to our records, we find your account delinquent as of \_\_\_\_\_, 20\_\_\_\_, in the amount of \$\_\_\_\_\_. If payment or arrangements for payment are not received by our office by \_\_\_\_\_, 20\_\_\_\_, a shut-off will be made on \_\_\_\_\_, 20\_\_\_\_, after the hour of \_\_\_\_\_ a.m./p.m.

**If you have an inquiry or complaint, you may contact the following person between the hours of \_\_\_\_\_, Monday through Friday:**

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

If you have a dispute over a utility bill, you may file a written request with the above-named person **prior** to the disconnect date at 4:30 p.m., stating the area of dispute and the relief requested. The above-named person shall schedule a conference within fourteen (14) days and notify you in writing by first class mail or in person of the time and place it will be held. No disconnect will be made until the conference is concluded.

Disconnection may be prevented upon presentation of a duly licensed physician's, physician's assistant's, or advanced practice registered nurse's certificate which shall certify that a domestic subscriber or resident within such subscriber's household has an existing illness or handicap which would cause such subscriber or resident to suffer an immediate and serious health hazard by the disconnection of the utility's service to that household. Such certificate shall be filed with the utility within five (5) days of receiving notice and shall prevent the disconnection of the utility's service for a period of thirty (30) days from such filing. Only one (1) postponement of disconnection shall be allowed for each incidence of any due date.

If a disconnect is made, reconnection may be made during regular working hours, upon payment of your account, plus a reconnection charge of \$\_\_\_\_\_. After hours, or on weekends or holidays, you may call our service person at this number \_\_\_\_\_; upon payment of your account, plus a reconnection charge of \$\_\_\_\_\_, service will be restored.

A domestic subscriber may arrange installment payments for **this** bill.

Welfare recipients may qualify for assistance in payment of a utility bill. Welfare recipients should contact their caseworkers regarding this matter.

# City of Blair

## Utility Conference Notice

**Subscriber's Name:** \_\_\_\_\_

A conference to discuss matters regarding your utility bill has been scheduled before this employee designated by the utility.

**Name:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Time:** \_\_\_\_\_

**Date:** \_\_\_\_\_

The employee designated by the utility will hear and decide all matters relating to the disputed bill. Such conference shall be informal and not governed by the Nebraska Rules of Evidence.

**Failure of a domestic subscriber to attend a scheduled conference shall relieve the Utility of any further action prior to the discontinuance of service.**

If a domestic subscriber contacts the utility prior to the scheduled conference and demonstrates that failure to attend is for a legitimate reason, the City shall make a reasonable effort to reschedule the conference.

# City of Blair

## Notice of Appeal Hearing

**Name:** \_\_\_\_\_

An appeal hearing to discuss matters relating to your utility bill has been scheduled before the \_\_\_\_ City Council  
\_\_\_\_ Utilities Superintendent.

**Place:** \_\_\_\_\_

**Time:** \_\_\_\_\_

**Date:** \_\_\_\_\_

You may examine and copy, not less than three (3) days prior to the hearing, the utility's file and records pertaining to the dispute.

At an appeal hearing, you may be represented by legal counsel or other representative or spokesperson.

The appeal hearing will be conducted as follows:

1. Any customer prosecuting an appeal to the City Administrator of a conference where a decision of the disconnection of utility services shall have the right to present witnesses, offer evidence, confront and cross-examine such witnesses that shall appear and testify at the hearing and said customer shall further have the right to have a record of the proceedings made at the customer's own expense.
2. The customer shall have the right to examine and copy no less than three (3) business days prior to such appeal hearing all utility files and records pertaining directly to the dispute or utilized in any way in reaching the decision to disconnect utility service.
3. The hearing shall be governed by the "Nebraska Rules of Evidence" which shall be interpreted without strict technical construction. It being the intention that all questions of interpretational rulings and subjective rulings shall be made in favor of the customer.
4. Upon commencement of the hearing, the customer shall have the right to make an opening statement if the customer desires, which shall be followed by an opening statement by the Director of Public Works or his agent if so desired.
5. The customer shall first present his or her case as to why disconnection of the services shall not be made and shall be limited in his or her presentation in time only if a gross abuse of the hearing privileges is taking place. The customer shall be entitled to testify on his or her behalf if customer so desires, and if he or she does, customer shall be subject to cross-examination by the Director of Public Works. All other witnesses called by the customer in his or her behalf shall also be subject to cross-examination by the Director of Public Works. The City Administrator may also ask any questions of any witnesses within the scope of cross-examination.
6. After the customer has called all of his or her witnesses and presented any other evidence he or she wishes, the Director of Public Work's personnel shall then present such testimony or other evidence deemed necessary. After each witness has testified in behalf of the Utilities Department the customer shall have the right to cross-examine said witness.
7. Upon the conclusion of the Department of Utility's case, the customer shall have the right to

present any rebuttal evidence he or she deems necessary and upon conclusions of the customer's rebuttal evidence, the Department of Utilities shall have the right to present any rebuttal they deem necessary.

8. Upon conclusion of the presentation of all of the evidence, the customer shall have the right to make a closing statement which shall be followed by the presentation of the closing statement, if any, by the Director of Public Works. Upon conclusion of the argument of the Director of Public Works the customer shall have the right to make a rebuttal argument.

You may make or have made a record of the proceedings at your request.

## **PERMISSION TO SEND DISCONNECT NOTICE VIA EMAIL**

I hereby give permission to have any notice that utility service will be terminated be sent via electronic mail. Any electronic mail that serves as a notice of utility termination will be conspicuously marked as to its

importance and no termination shall occur for at least seven days, weekends and holidays excepted, following the dispatch of the electronic email.

Name \_\_\_\_\_

Date \_\_\_\_\_

**City of Blair**  
**Owner's Consent and Guaranty of Payment for Unpaid Utility Charges for Rental**  
**Property**

Pursuant to the City of Blair Municipal Code Section (\_\_\_\_\_), the City of Blair, Nebraska, hereinafter referred to as “City,” will not accept a tenant’s utility service request for services at the following address:  
\_\_\_\_\_ (“Property”), without execution by the owner of the Property,  
\_\_\_\_\_ (“Guarantor”) of this Consent and Guarantee of Payment of all unpaid bills for Property.

Guarantor understands that the City will hold Guarantor financially responsible for all charges, including any applicable late fees and/or delinquent charges.

This payment guaranty will remain in place for this address until the property is sold or the property is no longer a rental property. Guarantor agrees to pay City all costs and expenses it shall incur associated with collection proceedings, in the event that City must institute any such proceedings to collect any amount due under this Consent and Guaranty of Payment.

This Consent and Guaranty of Payment shall at all times be subject to such changes or modifications as specified by the City.

Guarantor’s Account Number \_\_\_\_\_

Guarantor’s Signature \_\_\_\_\_ Date \_\_\_\_\_

Guarantor’s Address \_\_\_\_\_  
\_\_\_\_\_

Social Security Number \_\_\_\_\_

Date of Birth \_\_\_\_\_

Driver’s License Number \_\_\_\_\_