

ORDINANCES  
MILES CITY, MONTANA

ORDINANCE NO. 1277

AN ORDINANCE AMENDING ORDINANCES 1073 AND 1262 AND REVISING "ADMINISTRATION RULES OF THE CITY OF MILES CITY WATER AND SEWER SERVICES, ACCOUNTS, DELINQUENCIES AND TERMINATION"

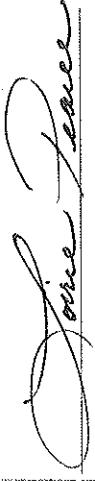
BE IT ORDAINED by the City Council of the City of Miles City, Montana, as follows:

**Section 1.** *Administrative rules.* There is hereby adopted a revised "Administrative Rules and Regulations of the Public Utility Department of the City of Miles City" as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

**Section 2.** This Ordinance shall become effective thirty (30) days after its final passage.

Said Ordinance read and put on its passage this 23<sup>rd</sup> day of September, 2014.


ATTEST:

  
Lorrie Pearce, City Clerk

  
C.A. Grenz, Mayor

FINALLY PASSED AND ADOPTED this 14<sup>th</sup> day of October, 2014.

ATTEST:

  
Lorrie Pearce, City Clerk

  
C.A. Grenz, Mayor

## Administration Rules of the City of Miles City Water and Sewer Services, Accounts, Delinquencies and Termination

### 1.0 General

- 1.1 Intent and Purpose. The intent and purpose of these rules and regulations is to provide the residents of the City with efficient and economical water and sewer service, and to clearly establish a policy for providing these services to the users (customers) of this system.
- 1.2 Authority. These rules and regulations are enacted pursuant to the authority granted the City under Montana codes and City of Miles City municipal codes and administrative rules. These include **MCA 7-13-4304-4313**.
- 1.3 Reference. Also applicable is the Miles City Code- **Ch. 23 Articles II and III**.
- 1.4 Jurisdiction. The jurisdictional area of these rules and regulations shall include all areas within the corporate city limits, and any other locations where users are provided water or sanitary sewer service by the City of Miles City.
- 1.5 Application. These rules are hereby made part of a Contract with every customer which is provided water and sewer service. Every customer making application for such service or accepting such service, shall be bound by the rules herein.
- 1.6 Access. Access to a customer's premise is authorized at all reasonable hours by City staff to all parts of the building or premise where water is delivered or sewer service is provided for the purpose of inspecting the condition of pipes and fixtures, servicing the meter, monitoring, or turning on or off water or sewer service. Notice shall be given for such access, except notice will not be required in an emergency situation.
- 1.7 Payment for Service. Montana law prohibits a municipality from providing water or sewer service to anyone without receiving payment for such service.

### 2.0 Agreements and Notices

The following agreements pertain to providing water and sewer service to individual customers, and the following notices may be issued pursuant to this policy.

- a. **Customer Information Sheet** - Required of all customers when they request service.
- b. **Contract For Services** - Required of all customers when they request service.
- c. **Landlord Rental Agreement Form**- Required by all landlords if they wish the City to bill the tenant or renter.
- d. **Agreement For Payment Of Past Due Accounts (Contract)**- Required when full payment of a delinquent amount cannot be made immediately.
- e. **Past Due Notice Letter**- Letter a customer will receive when their account is past due 60 days or more.
- f. **Final Disconnect Notice**- A forty eight hour door hanger notice issued to the customer for failure to bring account current after the initial Past Due Notice Letter was issued.
- g. **Termination Notice**- A notice of no contract for water/ sewer services with the City of Miles City. This is a forty eight hour notice hung on the door of the residence.
- h. **Water/Sewer Shut off Notification Letter**- Mailed to the Landlord of a property that has been disconnected for non-pay, following the Final Disconnect Notice issued to tenant.
- i. **Request for ACH Payment Form**- Required of all customers whom wish to participate in the ACH payment option which the City of Miles City provides.

In addition to Agreements a and b above, all appropriate hookup, connection, and turn on fees must be paid prior to commencing service.

### 3.0 Service Lines

The following items pertain to the water and sewer service lines:

- a. The customer shall own both the water and sewer service lines in their entirety, from the point-of-usage to the City water curb stop and to the sewer main. The customer shall keep their service lines in a good state of repair.
- b. The City shall own from the curb stop to the water main and the meter and associated meter readouts. The user shall provide an acceptable location for and easy access to the meter.
- c. All other appropriate administration rules and City ordinances shall apply, including those relating to excavation in the streets, asphalt and concrete surface repairs, bonding for plumbers and excavators, and sewer use.
- d. All taps on City water mains shall be made by the City.
- e. All sewer taps shall be by a licensed plumber.
- f. All excavation shall comply with OSHA regulations and City SOP #91.0900.
- g. All water and sewer service materials and methods of installation shall comply with the Uniform Plumbing Code.
- h. All excavation and installation or repairs to service lines shall be inspected by the City prior to covering them.
- i. Access is to be provided to the meter and meter readout at all times.
- j. If the curb stop does not work or is not accessible, it shall be repaired at the earliest convenience to an operating condition or relocated to where it is accessible. This is the responsibility of the City.
- k. The customer shall be responsible for all damage and necessary repair to the water and sewer service lines and for any resulting property damage from leaks or breaks of these lines. No claim shall be made against the City due to any damage resulting from the water or sewer service lines, or for any failure to provide water or sewer service.
- l. If a leak is found in the street and is doubtful whether the water is from the City main or the customer service line, the City will determine where it is from. This may involve excavation to the leak. If the leak is found to be from the main, or service line to the curb stop, the City will make all repairs but if it is found to be the service line, after the curb stop, the customer will be notified immediately and must take charge of the excavation, repair the leak, replace the street and be responsible for all damages which may result. If the customer does not make the repairs at once, the City will proceed and bill all labor, equipment and materials against the property. In the event that this bill is not paid, it shall be handled per Sections 5.0 and 6.0 of this rule.

### 4.0 Landlord/Tenant

The landlord has the ultimate responsibility for the payment of charges for water and sewer services to a property. The City will bill the tenant for these services provided the **Landlord Rental Agreement Form** has been properly completed by the landlord. The tenant must sign a Contract for Service and make a deposit, or adequate letter of credit or reference, pursuant to Section 7.0, if they are to be billed.

The final bill for all tenants will be sent in care of the landlord. The landlord will then have thirty days to pay the final bill, and all past due charges left by tenant. If charges are not paid on the service address that the charges were accrued the process in Section 5.0 will then be followed.

## 5.0 Delinquencies

Payment for water and sewer charges are due when billed and become delinquent after 30 days from the date of the bill.

At 30 days past due (60 days from the billing date), a **Past Due Notice** will be sent to the customer, as well as the landlord, if **Landlord Rental Agreement Form** has been signed. This notice will be sent out by regular first class mail. It shall state the amount due and that service will be discontinued if payment is not received within 10 days of the date of the postmark or a written agreement is reached regarding the payment.

If payment is not received within 10 days, a door hanger **Forty Eight Hour Final Notice** will be delivered in person to the account holder, or posted in a prominent place at the property receiving service (and if the customer at said property is a tenant, a copy will be mailed to the landlord), stating terms of the **Past Due Notice** were not met prior to disconnect date. Service will be disconnected forty eight hours. The notice shall state the date shut off is scheduled, the total balance due (which includes all amounts which have been billed, regardless of whether such amounts have become delinquent or not), any deposit which is required on the account pursuant to Section 7.0, a \$20.00 late payment penalty fee, and shall state the total amount due. The \$20.00 penalty fee will be charged to the account the day after the **Past Due Notice** states payment is due. Penalty fees apply to tenant only and will not be passed on to the landlord of the property. Service will then be terminated unless payment is received or an **Agreement for Payment of the Past Due Account** form is arranged between the City and the customer and or landlord.

Once service is disconnected for non-pay, a \$35.00 Re-Connect Fee, pursuant to Section 6.0, will be added to total amount due. Re-connect fees apply to the customer only, and will not be passed on to the landlord of the property in the event the customer is a tenant.

A customer has the option to make payment arrangements with the City for past due amounts through an **Agreement for Payment of Past Due Accounts** form, so long as service has not yet been disconnected. If the customer has a \$20.00 late payment penalty fee, or a deposit required on their account, this amount must be paid before making the agreement for payments, and may not be added into the amount to be repaid pursuant to the agreement. Payment plans shall not exceed 6 months unless approved as discussed under Section 10.0. When a delinquent amount is being paid off over time, the current bill must be paid by its due date, or the service shall be disconnected without further notice. The monthly payments shall be at least \$20 per month plus the current bill. If payments under the **Agreement for Payment of Past Due Accounts** are not honored by the customer, services will be terminated without further notice. Once service is terminated, it will not be restored until the entire balance is paid, along with Re-Connect Fee, Section 6.0. Customer must be actual account holder/ or spouse to make arrangements using this form. If a tenant signs an **Agreement for Payment of Past Due Accounts** form, and defaults on payments, the account will be finaled and past due balance will transfer to landlord responsibility. Landlord will be sent a copy of the **Agreement for Payment of Past Due Accounts** form.

Payments must be made to City Hall water department. Payments will not be accepted by field staff.

As allowed by **MCA 7-13-4309**, a delinquent water or sewer charge may become a tax lien upon the real property, at the discretion of the City. The City may utilize a collection agency to recover past due amounts as they deem appropriate. Properties which receive services through a water or sewer district agreement with the City may have delinquent amounts charged to the district, at the discretion of the City, and if allowed under such agreement.

Any other bill regarding water or sewer services, such as a turn-on or turn-off fee or repairs, may be handled in the above manner relating to water or sewer service.

#### 6.0 Discontinuation of Service

Disconnections may include shutting off the curb stop and/or as allowed by **MCA 7-13-4309** delinquent water or sewer charges may become a tax lien upon the real property, at the discretion of the City. The City may utilize a collection agency to recover past due amounts as they deem appropriate.

A **Termination Notice** will be hung on a residence door, if the City does not have a current contract for service. This notice prompts the new resident to come sign up for new service with the City Water Department.

If Water/Sewer Services are terminated due to non-pay, a \$35.00 Re-connect Fee will be charged as well as the entire past due balance stated in Section 5.0, and additional deposits required pursuant to Section 7.0. The \$35.00 Re-connect fee and all other charges must be paid before service is turned back on.

Service shall be discontinued if payment is not received prior to the shutoff date, unless an Agreement for Payment is made within the time frames established in Section 5.0. Service may also be discontinued immediately as stated in Section 9.0 for violation of any unlawful acts.

A 10-day notice for disconnection may be given for failure of a customer to maintain his water or sewer service line or other appurtenances in good repair, provided the notice describes the deficiency that the customer must rectify.

The City also reserves the right to temporarily shut off water service at any time without notice for the purpose of making repairs or extensions to their system.

#### 7.0 Deposits

An initial deposit of \$150.00 will be assessed for new accounts. This initial deposit may be waived by the City, at its discretion, if adequate evidence of creditworthiness is provided to the City, in the form of references or a letter of credit. Such reference or letter of credit must clearly establish a history of timely payments over the past 12 month period of water or sewer services, other utilities, or payments for other similar service or obligation which is billed and paid on a recurring monthly basis. This deposit will be held for not less than a period of one year. If, during the 12 month period following the payment of the deposit called for herein, if all payments are made within 30 days of the billing date, the deposit on file will be applied to the latest bill, or applied to final bill if service is disconnected prior to 12 months following the date of deposit. Any amount remaining after the final bill is paid shall be refunded.

If service has been disconnected and finalized, meaning the previous hundred and fifty dollar deposit has already been applied to the account, a \$200.00 minimum deposit shall be required to have services restored, as well as all past due balances paid in full. If a deposit is required after the termination of service a second time, and the deposit has already been applied to the account, the minimum required deposit shall be \$250.00.

If a customer becomes delinquent and receives a **Forty Eight Hour Final Notice**, the customer is required to bring any existing deposit amounts, including grandfathered deposit amounts, up to the current deposit amount required under this policy to prevent shutoff. By way of example, a customer who has a \$50.00 deposit on file (a grandfathered deposit amount), or a deposit which has been waived by reason of the customer having provided adequate references, would be required to bring the deposit

amount on their account up to \$150.00 in order to prevent shutoff once a **Fort Eight Hour Final Notice** has been issued. Failure to bring an account deposit up to current amounts pursuant to this provision will result in water being shut off, even if all other amounts due, including penalties, have been paid.

No interest will be paid on deposits.

#### **8.0 Turn-on/Turn-off**

Services can be turned on or off by the City upon request should the home or building be temporarily vacant or repairs needed or as allowed under Section 6.0. There are no fees to turn- on/ turn-off for the initiation of service or because repairs are needed if it is during normal business hours. After hour calls for service will be billed to customer. If service is shut off for non-pay as stated in Section 5.0, there is a \$35.00 Re-connect Fee.

Only the City may operate the curb stops. The City will not be liable for any damage to persons or property that may result by turning on or off a service.

#### **9.0 Unlawful Acts**

Unlawful acts include:

- Violation for noncompliance with any applicable federal, state or local laws, rules or regulations.
- Unauthorized tampering with the meter, curb stop, or other part of water or sewer service line.
- Non-compliance with the sewer use ordinance.
- Maintaining a cross connection or allowing the entry of non-potable water into the City water system.
- Failure to fulfill contractual obligations for service.
- Failure to permit reasonable access to the meter, curb stop or other equipment or areas of the premise related to water or sewer service.
- Extending water or sewer service to another building or location without receiving permission.
- Intentionally damaging or breaking the seal on a meter.
- Operating the curb stop, or making any change in the water or sewer service connection without permission of the City.

Service may be discontinued immediately upon committing an unlawful act. The penalty for committing an unlawful act includes the turn-on fees and deposits discussed above or any other recourse allowed the City under state and local laws, rules or regulations.

#### **10.0 Appeals**

If a customer wishes to appeal any decision relating to water or sewer service, they must make this appeal in writing and present it to the City Clerk. The Clerk, in consultation with the Mayor, Utilities Director, and Utility Billing Clerk will make an initial determination on the appeal. If the customer is not satisfied with the response, they may appeal their issue to the Finance Committee of the Council.

Similarly the City Clerk, in consultation with the Mayor, Utilities Director, and Utility Billing Clerk may make other reasonable terms for payment of a past due account should the procedures outlined above not be sufficient. They may extend the agreement for payments up to an additional 90 days. Any extension past 3 additional months shall be approved by the Finance Committee as a special hardship case. Any

forgiving of an amount owed shall also be by the Finance Committee. If the matter goes to the Finance Committee, the customer shall attend the meeting if requested.

The appeals process shall not extend any deadlines for termination of service or making payments. Therefore all required payments must be made during the appeal process.

There may be only one appeal of an overdue balance on an account and no appeal for failure to make timely payments.

#### **11.0 Payment Types**

The City of Miles City accepts four types of payments. Cash, Check, Credit Card, or ACH (Automatic Withdraw Payment). Payments by Cash or Check can be mailed to the city, brought into office or placed in either two drop boxes for payments, one is located on the outside driveway of City Hall, and one at Albertsons grocery store. Credit card payments can be made in office, by phone, or online at the City's website. ACH payment arrangements can be made with the City of Miles City, by filling out a **Request for ACH Payment Form**. ACH payments will be that of the monthly utility amount due on the customer's account. It will be automatically withdrawn from the customer's Checking or savings bank account each month.

**AGREEMENT FOR PAYMENT OF PAST DUE ACCOUNTS  
CITY OF MILES CITY**

**CUSTOMER:** \_\_\_\_\_  
**LANDLORD:** \_\_\_\_\_  
**SERVICE LOCATION:** \_\_\_\_\_  
**ACCOUNT:** \_\_\_\_\_

I agree to pay the **PAST DUE** balance of \$ \_\_\_\_\_ on the above account number as follows:

- i. Payment in **full** on **OR** before \_\_\_\_\_
2. In addition to a portion of the **PAST DUE** balance, I agree to pay the **current balance** of my account by or on the due date of the current monthly bill.

<b>PAST DUE DUE DATE</b>	<b>AMOUNT DUE</b>	<b>DATE PAID</b>	<b>CURRENT BILL DUE DATE</b>	<b>AMOUNT DUE</b>	<b>DATE PAID</b>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

**DATE:** \_\_\_\_\_  
**CUSTOMER SIGNATURE:** \_\_\_\_\_ **Phone #** \_\_\_\_\_  
**APPROVED BY:** \_\_\_\_\_

**IF SERVICE IS TERMINATED, THE CUSTOMER WILL BE RESPONSIBLE FOR THE ENTIRE AMOUNT DUE INCLUDING A RECONNECT FEE OF \$35.00, PLUS A DEPOSIT in the amount required pursuant to 7.0 of the Administration Rules of the City of Miles City. A COPY OF THIS AGREEMENT WILL BE SENT TO YOUR LANDLORD. IF THIS AGREEMENT IS NOT HONORED BY THE CUSTOMER, SERVICE WILL BE TERMINATED WITHOUT FURTHER NOTICE.**



**LANDLORD RENTAL AGREEMENT FORM  
CITY OF MILES CITY**

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

Owner Name: \_\_\_\_\_

Phone #: \_\_\_\_\_ Work #: \_\_\_\_\_

Owner's Mailing Address: \_\_\_\_\_

I, \_\_\_\_\_, owner of the below mentioned property/ies, request the City of Miles City to bill my tenant/ s for City Utility services.

I understand that the City will not begin or continue billing my tenant/s until the City has received this written request, as well as a signed Contract for Services, and deposit received by the tenant. I also understand that the City will read the meter at the earliest opportunity upon receiving a contract from a new tenant. The termination date for my account will be the date the meter is read.

I do hereby acknowledge that as the property owner, I am responsible for the water and sanitary sewer charges on the bill not paid by the tenant. Further, I understand the following tenant billing policy and my responsibilities as owner of the below listed property/ies:

- Water and Sewer charges remaining from any prior renter must be paid 30 days after the tenant has moved out. If charges are not paid in the 30 days following final bill, the termination process in Section 5.0 of the **Administration Rules of the City of Miles City Water and Sewer Services, Accounts, Delinquencies and Termination**, will be followed, and any past due amounts pertaining to the property may be treated as public information and be released to third parties upon request.
- Penalty fees and Re connect fees apply to tenant only and will not be passed on to the landlord.
- If a tenant defaults on an **Agreement for Payment of Past Due Accounts** form, the remaining past due balance will be the landlord's responsibility. Landlord will receive a copy of the **Agreement for Payment of Past Due Accounts** form tenant signs.
- Unpaid water/ sewer charges will become a tax lien against the property. **MCA 7-13-4309**
- Owner is responsible to notify the City of any changes in billing. If a tenant contacts the City to request a final bill, the account will automatically revert back to the owner's name.
- The owner will receive duplicate copies of delinquent notices whenever the tenant's account is overdue.
- Owners that have managers/agents managing the property must have a letter on file with the City authorizing that individual to make decisions for that property. Without that authorization the City will only work with the owner.

Rental Address: \_\_\_\_\_ Rental Address: \_\_\_\_\_

Rental Address: \_\_\_\_\_ Rental Address: \_\_\_\_\_

Rental Address: \_\_\_\_\_ Rental Address: \_\_\_\_\_

Owners Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Past Due Notice Letter – Current Resident

City of Miles City  
Water and Sewer Department  
PO Drawer 910  
Miles City, MT 59301  
Phone: 406-234-3462

Date

Customer Name  
Address  
City State Zip

Account Number

Past Due Account Notice

Payment of your water and/ or sewer account at (Service Address) is 60 or more days past due. We are required to disconnect your utility service on (Disconnect date), unless the past due amount of (Amount due) is paid before that date.

If payment is not received or written arrangements made with our office, prior to the above (Disconnect date) services will be terminated. At that point the entire balance of the account, (Total Amount) will be due. In addition to said amount, a \$20.00 late payment penalty fee, and a \$35.00 re-connect fee shall be required. A deposit in an amount between \$150.00 and \$250.00 pursuant to Section 7.0 of the Administrative Rules of Miles City shall also be required.

The City accepts credit card payments through [paygov.us.com](http://paygov.us.com) or through a link on the City of Miles City website, [miles-city-mt.org](http://miles-city-mt.org). You can also pay by phone at 1-866-480-8552, or in the City Water Department office at City Hall. A convenience fee will be assessed to each transaction made using you card.

By Order of

City Clerk

# Final Disconnect Notice

City of Miles City  
Water and Sewer Department  
PO Drawer 910  
Miles City, MT 59301  
Phone: 406-234-3462

Customer Name \_\_\_\_\_  
Service Address \_\_\_\_\_

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

Account# \_\_\_\_\_

A **Past Due Notice** was sent to you on \_\_\_\_\_ by mail, warning you that your water/sewer account was past due, and that your services would be terminated on \_\_\_\_\_ unless terms of the notice were met prior to disconnect date.

Terms of that notice have **NOT** been met, therefore your water/ sewer service at the above referenced service address will be discontinued on \_\_\_\_\_ @ \_\_\_\_\_ unless payment is received by, or written arrangements made with, our office.

## **WE WILL ACCEPT CASH, CREDIT CARD, OR MONEY ORDER ONLY!!!!**

A \$35.00 Re-Connect Fee will be added if service is terminated. Any other costs incurred during the termination of utility service will be the responsibility of the property owner and will be due before service is continued. The City accepts credit card payments through [paygov.us.com](http://paygov.us.com) or through a link on the City of Miles City website, [miles-city-mt.org](http://miles-city-mt.org). You can also pay by phone at 1-866-480-8552, or in the City Water Department office at City Hall. A convenience fee will be assessed to each transaction made using your card.

Balance Due \$ \_\_\_\_\_

Penalty Fee \$20.00

Deposit Due \$ \_\_\_\_\_

**Total Due \$** \_\_\_\_\_

By Order Of \_\_\_\_\_  
City Clerk

## Past Due Notice Letter - Landlord

City of Miles City  
Water and Sewer Department  
PO Drawer 910  
Miles City, MT 59301  
Phone: 406-234-3462

Date

Customer Name  
Address  
City State Zip

Account Number

Past Due Account Number

Payment of your water and/ or sewer account at (Service Address) is 60 or more days past due. We are required to disconnect utility service to the property on (Disconnect date), unless the past due amount of (Amount due) is paid before that date.

If payment is not received or written arrangements made with our office prior to (Disconnect Date), services will be terminated. Please note that our office will hang a 24 hour disconnection notice on the door of the above listed service address, as to notify the current resident.

A \$20.00 late payment penalty fee will be assessed to the account on (Disconnect Date), and a \$35.00 re-connect fee will be assessed if services are terminated. A deposit in an amount between \$150.00 and \$250.00 pursuant to Section 7.0 of the Administrative Rules of Miles City shall also be required.

The City accepts credit card payments through [paygov.us.com](http://paygov.us.com) or through a link on the City of Miles City website, [miles-city-mt.org](http://miles-city-mt.org). You can also pay by phone at 1-866-480-8552, or in the City Water Department office at City Hall. A convenience fee will be assessed to each transaction made using you card.

By Order of

City Clerk

(Letterhead)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We are issuing this 48-hour termination notice for water and sewer as we do not have a contract for services with you at this time. If you wish to avoid termination of services you must come to our office at 17 S 8th Street before \_\_\_\_\_ o'clock on \_\_\_\_\_.

We require either a letter of credit from another utility company or account where you have established good credit during the last year, or a deposit in accordance with Section 7.0 of the Administrative Rules of the City of Miles City. This deposit will be kept with your account for one year and if the account is kept current it will be applied to your account at that time. If you have any questions please call our office at 234-3462.

City Clerk  
City of Miles City

(Letterhead)

## Water/Sewer Shut off Notification Letter

Dear Landlord,

You are hereby notified that your tenant at (Service Address), (Tenant Name), was shut off for non-pay on (Shut off date). After applying the deposit on the account, the remaining balance is (Balance).

Please note your tenant has 30 days to pay the balance in full on this account, and restore services. If payment is not made, as per the Landlord Rental Agreement, we will finalize the account and the balance will become your responsibility. All balances must be paid before water/sewer services are restored to above listed property.

If you have any questions or need further clarification, please feel free to contact me at 406-234-3462.

City Clerk  
City of Miles City

