

THE CORPORATION OF THE CITY OF GRAND FORKS

UTILITY BILLING BYLAW NO. 2064

The Council of the Corporation of the City of Grand Forks, in open meeting assembled, enacts as follows:

1. CITATION

- 1.1 This bylaw may be cited, for all purposes, as the Utility Billing Bylaw, No. 2064, 2019.

2. DEFINITIONS

- 2.1 In this bylaw:

Customer means any person, company or corporation in whose name a Utility Billing Account has been opened.

Occupier has the same meaning as in the *Community Charter*, as amended from time to time.

Owner has the same meaning as in the *Community Charter*, as amended from time to time.

Premises means land, a building or a structure or a part of land, a building or a structure or a combination of these used or occupied by a Customer.

Utility Billing Account means an account for invoice or billing purposes in relation to the use or consumption of a **Utility Service**.

Utility Service means a public utility service or system operated by or on behalf of the City of Grand Forks, including the provision of water, sanitary sewer, waste collection, or electrical services.

3. APPLICATION FOR UTILITY BILLING ACCOUNT

- 3.1 The Owner or an Owner's duly authorized agent or Occupier of any premises making use, or intending to make use, of any utility service being operated by or for the City shall make application to the City for a Utility Billing Account.
- 3.2 Any application submitted by an Occupier shall require additional authorization by the property Owner.
- 3.3 No application shall be accepted from, and no Utility Billing Account shall be opened or re-opened in the name of any person until the outstanding balance on any existing or previous Utility Billing Account owing by that person is paid.

4. RESPONSIBILITY FOR PAYMENT

- 4.1 Property Owners shall be responsible for payment of all charges and fees, as set out by this or any other applicable bylaw, charged to the Utility Billing Account for properties they own.

- 4.2 The Owner of any premises making use of any utility service being operated by the City, in relation to which for whatever reason no Utility Billing Account exists, shall be responsible for payment of all charges and fees equal to those that would have been applicable if a Utility Billing Account had been open and in existence.

5. UTILITY SERVICES RATES AND CHARGES

- 5.1 Where under the authority of this, or any other utility regulatory bylaw, the City performs any work on property or premises, or provides any service to property or premises, the Owner of the property or premises shall promptly reimburse the City for its costs in performing that work or providing that service.
- 5.2 The City shall determine the appropriate rate class and/or billing category in accordance with applicable regulatory or other bylaws, in relation to each utility service being provided to each Utility Billing Account.
- 5.3 The user rates and charges to be imposed and levied for utility services are those specified in the current version of the Fees and Charges or other applicable Bylaw.
- 5.4 Charges for new service installations, service upgrades, connections, disconnections, reconnections, temporary services, seasonal load, meter readings, meter testing, and other miscellaneous services will be levied as specified in the current version of the Fees and Charges Bylaw.

6. UTILITY METER READINGS AND CONSUMPTION CHARGES

- 6.1 The level or amount of use or consumption of a utility service at any premise for which a Meter has been installed, shall be determined by the City through reading the Meter, and no person shall prevent any authorized City representative from accessing or reading any such Meter.
- 6.2 A Meter may be read on any date during a billing period, however, as nearly as practical, the City shall endeavor to read Meters on the same date in each billing period.
- 6.3 If a Meter at a particular location is not able to be read with reasonable accuracy, the City may estimate the level or amount of use or consumption of the utility service over the applicable period.
- 6.4 If a Customer has reason to believe a Meter at the location to which the Utility Billing Account relates is not functioning correctly, or has not been read accurately, the Customer may request that the Meter be tested, or re-read, as the case may be. Any determination by the City as to the functioning of the Meter, the accuracy of the reading, or any reasonable adjustment to be made to the Utility Billing Account, shall be final.

7. SECURITY DEPOSITS AND PREPAYMENTS

- 7.1 The Financial Services Department may request a security deposit for new utility services or reconnection of existing utility services when:
- a) the Customer does not have an established or satisfactory credit history with the City; or

- b) the Utility Billing Account is for services provided with respect to land and/or buildings not owned by the Customer.
- 7.2 The security deposit, where such deposit is required, shall be calculated as three (3) times the average monthly billing over a one-year period for the Premises.
- 7.3 The Financial Services Department may estimate the security deposit based on historical consumption information for similar Premises or a manual calculation of usage.
- 7.4 Interest on security deposits held for more than thirty (30) days shall be calculated quarterly and credited to the Customer's Utility Billing Account. The interest paid shall be at the rate prescribed for property tax overpayments under Section 239 of the *Community Charter*.

8. INVOICING

- 8.1 Invoices for utility billing accounts shall be rendered bi-monthly for all applicable charges and fees set out in this or any other applicable bylaw.
- 8.2 The City may implement monthly billing for high volume utility customers whose bi-monthly charges exceed \$10,000 in any single billing cycle.
- 8.3 The City is not responsible for non-delivery of any invoice or billing notice.

9. PAYMENTS

- 9.1 Payment shall be due and payable by the due date shown on the invoice.
- 9.2 All payments or credits received or given in relation to amounts owing on a Utility Billing Account shall be applied in reverse date order from the oldest outstanding charge to the newest charge.
- 9.3 An overdue account penalty as set out in the Fees and Charges Bylaw will be assessed on all outstanding balances not paid by the due date printed on the invoice. The penalty shall be added to current charges on the present invoice, and the previous amounts unpaid shall remain outstanding and shall be shown as an arrears balance on the present invoice.
- 9.4 Any amounts due and payable in accordance with this bylaw, and which remain unpaid after December 31st of any year, whether incurred by an Owner or another Customer at the property address to which the Utility Service has been provided, shall be deemed to be taxes in arrears and added to the property taxes on that property, and shall be subject to the same interest and penalties, and be recoverable in the same manner, as property taxes as provided for in the *Community Charter*.

10. BILLING ERRORS

- 10.1 Where an error is found to have been made in the amount invoiced or billed to a Utility Billing Account, the amount either under-billed or over-billed shall be debited from or credited to the Utility Billing Account and shown on the next invoice, subject to any arrangements made pursuant to section 10.3 of this bylaw and the following restrictions:
 - a) the adjustment period is limited to the time that the current owner is on title.
 - b) the adjustment period(s) for under-billing are limited to a maximum of 1 year.

- c) the adjustment period(s) for over-billing are limited to a maximum of 2 years or when the current owner came on title for the property, whichever is less.
- 10.2 Where the exact amount of under-billing or over-billing cannot be determined, the City may make a reasonable and fair estimate of the amount, using its own records or those of the Customer, and in keeping with amounts billed to other Customers in similar premises, being used in a similar manner, over the same time period.
- 10.3 Where an amount has been under-billed, and where the error can reasonably be said to have been the fault of the City's, the City may offer the Customer reasonable terms of repayment, which may be over a period of several months, and may be interest and penalty free.
- 10.4 Where an under-billing is found to have been made in the amount invoiced or billed to a Utility Billing Account, and that error is a result of unauthorized use of a Utility Service, or can reasonably be said to be a result of fraud, theft, tampering with a Meter or other equipment, or any other similar act, the amount of the under-billing, plus any direct administrative costs incurred by the City in investigating the circumstances, plus interest and penalties at the rate normally charged on unpaid accounts receivable by the City shall be charged to the Utility Billing Account. Where such amount is due and payable, and remains unpaid after December 31st of any year, it shall be deemed to be taxes in arrears and shall be recoverable as outlined in section 9.4 of this bylaw.

11. TERMINATION OF SERVICE/CLOSURE OF ACCOUNTS

- 11.1 The Financial Services Department may terminate utility services where an amount has been invoiced and is due and payable, and remains unpaid as of the payment due date.
- 11.2 In a case where the City plans to terminate a utility service because of unpaid amounts that have been invoiced and are due and payable, a notice of termination shall be provided which shall include at least one of the following:
 - a) a "Cut Off Notice" billing message included on an invoice for the relevant Utility Account;
 - b) a warning letter mailed to the mailing address supplied by the Customer or delivered to the service location of the Utility Account;
 - c) a telephone call to the relevant Customer, which may include speaking directly with the Customer or leaving a message on an answering service or machine at the Customer's contact telephone number; or
 - d) a notice or tag left on the door at the service location of the Utility Account at least two working days prior to scheduled termination.
- 11.3 A Customer wishing to close his/her Utility Account shall give the City a minimum of two full business days' notice of the date on which the Utility Account is to be closed. Where such notice is not provided, the Customer shall be responsible for payment of any amounts attributed to use or consumption of the Utility Service for the period between the date that notice was received by the City, and the earlier of the date service was terminated or twenty four hours following such notice.
- 11.4 Upon termination of a Utility Account, any credit balance remaining after final billing will be refunded to the Customer.

12. WRITE-OFFS OF UNCOLLECTIBLE ACCOUNTS

- 12.1 An individual account balance of less than \$100.00 may be written off in the normal course of business by the Chief Financial Officer, using due care and judgement, where the balance is determined to be uncollectible and transfer of the outstanding amount to the subsequent property owner is deemed to be inappropriate under the circumstances.

13. CREDIT BALANCES

- 13.1 The Financial Services Department may transfer an unclaimed or terminated account credit balance to the City's utility revenues under the following circumstances:
- a) the credit has remained on the customer's account for a period of greater than one year, the Customer has been notified in writing of the credit amount, and the Customer does not have any overdue balances to which the credit can be applied or;
 - b) the credit balance is less than \$10.00 and the Customer has not requested a refund within six months of account termination.

14. LIMITED INCOME CUSTOMER DISCOUNT PROGRAM

- 14.1 Seniors and people with disabilities on a limited income will be eligible for a discount of ___% on their electrical fixed and consumption charges subject to all the following requirements:
- a) the Customer is 65 years or older, or designated as a person with disabilities
 - b) the Customer is the utility account holder for, and resident of, the property for which the charge is assessed
 - c) the Customer does not own any other property as defined in the *Assessment Act*
 - d) the property does not contain a suite
 - e) the Customer is eligible for the Federal Guaranteed Income Supplement
 - f) the Customer's account is not in arrears, and the current charges are paid in full by the invoice due date or the Customer is enrolled in the Equal Payment Plan
 - g) the Customer shall complete a declaration and provide evidence that they are eligible for the Federal Guaranteed Income Supplement in a form acceptable to the Chief Financial Officer

15. EQUAL PAYMENT PLAN

- 15.1 Upon application, the City will permit qualifying Customers to make equal monthly payments on their utility account without incurring penalties or interest. Payments under the Plan will be made only by direct withdrawal from the Customer's bank account.
- 15.2 The payment amount will be based upon the estimated annual cost for the utility service using the property's historical consumption records or other reasonable methodology. Payment amounts will be reconciled annually at the end of the calendar year.

The City may conduct an interim reconciliation and recalculation of payment amounts and request an adjustment of the monthly payment amount where the variance is 15% or greater.

15.3 A Customer will qualify for the plan provided the account is not in arrears and the Customer expects to be on the plan for at least one year.

15.4 The equal payment plan may be terminated by the City if the Customer has not maintained satisfactory credit, or if the Customer fails to increase the equal payment amount when requested to do so. The City deems credit to be unsatisfactory if for any reason two payments fail to be honoured.

The equal payment plan may be terminated by the Customer at any time upon providing the required amount of notice. Customers who request termination of the plan will be eligible for re-enrollment after a minimum six-month waiting period.

15.5 Upon reconciliation of the equal payment plan balance, the net amount owing to the City will become due and payable by December 31. Failure to remit the outstanding amount when due may result in termination of the plan.

An overpayment by the Customer exceeding \$100.00 may be carried over to the following year or refunded to the Customer upon request. Overpayments of less than \$100.00 will be carried forward and included in the calculation of the equal payments for the next period.

16. **WAIVER OF FEES AND CHARGES**

16.1 Council may, by resolution, waive or credit any fees or charges imposed on utility billing accounts under this bylaw, subject to provisions of the *Community Charter*.

Read a first, second and third time by the Municipal Council this ____th day of _____, 20__.

Finally adopted on this ____th day of _____, 20__.

Mayor Brian Taylor

Corporate Officer Daniel Drexler

CERTIFICATE

I hereby certify the foregoing to be a true copy of Bylaw No. 2064 as adopted by the Municipal Council of the City of Grand Forks on this ____th day of _____, 20__.

Corporate Officer of the Municipal Council of the
City of Grand Fork