

**CUSTOMER SERVICE POLICY**  
**LITCHFIELD PUBLIC UTILITIES**  
Electric, Water & Sewer Services

**APPLICATION FOR SERVICE:**

Each customer must fill out an “Application for Utility Service”. This application form is necessary for the Utility to know who the customer is for purposes of service and billing. It also gives the Utility an opportunity to insure that each customer receives a Service Policy, Rate Schedule and other pertinent material regarding the Utility. This form, which must be signed by the customer, becomes a permanent part of the customer’s record on file with the Utility.

**OWNERSHIP OF UTILITY:**

As a customer of the Litchfield Public Utilities, you are being served by a utility which is wholly owned by the people it serves. It is governed by city charter and city elected officials who are responsible for establishing operating procedures, setting rates and future planning of the City.

**UTILITY DEPOSITS:**

Each new customer is required to make a deposit when applying for utility services. For all residential customers, a \$100.00 deposit is required. For all commercial and industrial customers, a deposit is required which shall be equivalent to approximately two (2) month’s estimated billing. This deposit is returned (with interest paid as per state guidelines) after one (1) year of service, provided the customer has maintained a good “on time” pay record and has not been delinquent; or the deposit shall be returned to customer at such time as services are discontinued by request, less any amount due the Litchfield Public Utilities for utility services rendered.

Refusal or failure by customer to satisfy the deposit requirements shall result in delay or discontinuance of service until such time as the deposit has been made. The above requirements may be imposed on any existing customer with an unsatisfactory payment record.

**BILLING:**

Each utility meter is read on or near the same day each month so that approximately 30 days usage is recorded. In cases where the meter is not accessible or damaged, usage will be estimated according to past usage records. The customer has the right to dispute the estimated amount and has the right of appeal. Bills are

prepared by the Billing Department at the City and mailed to the customer on or near the first day of each month.

**All payments for utility service rendered by the Utility system to customers shall become due and payable when bills are rendered.** Payment of utility bills may be made in person or by mail to City Hall at 126 North Marshall, Litchfield, MN. All questions or complaints about the bill should be made at the City Office at 126 North Marshall in person, by mail or by telephone at 693-7201. All such bills may be paid without penalty up to and including the final **due date which is the 15<sup>th</sup> day of each month.** If this date should occur when the City office is normally closed, then payment, without penalty, will be accepted the next day the office is open for business.

**Late Payment Charge:**

**Any customer whose bill is not paid by the due date, shall be assessed a late payment charge which will be added to the bill.** A reminder notice showing the assessed late charge will be sent to each customer who has not paid by the due date.

Any customer whose account has not been paid within 30 days, shall be sent a final notice which shall show date of termination of account. If payment is not made within the allotted time, service will be terminated.

Before service will be restored after such termination, full payment for all services rendered prior to the date of termination, plus payment of normal reconnect charges, must be made by the customer.

**Meters**

**The customer must make the meters accessible to the meter readers in order to obtain meter readings, and must grant the City the right and easement to construct and maintain the necessary service lines to the customer’s facility.**

**CONNECTION AND DISCONNECTIONS:**

Only City personnel or City authorized personnel are permitted to connect or disconnect Utility services. In the case of scheduled service disconnects for any reason, the City will make a reasonable attempt to notify the customer of the reason, time and duration of the disconnect.

In case of customer requested connections or disconnections during hours other than normal City business hours, the customers may be charged in accordance with actual City overtime costs to provide after-hour service.

**RULES REGARDING LANDLORD AND TENANT:**

The City considers as its customer that person or persons who make the Application for Utility Service and who assumes responsibility for payment of service. Services will normally continue until the customer requests that it be discontinued or until such time that the customer does not adhere to the rules and regulations of service. Upon request or discontinuance of service, the meter reading is recorded and, if no arrangements have been made in advance by another person or persons, the service will normally be disconnected.

In many cases, a landlord will desire that utility service be continued to the property even after his tenant has moved out and the property stands empty. This is often necessary to protect the property from damage due to lack of heat, etc. It is the **landlords responsibility** to make arrangements for such continuance of service while the property is not occupied. In order for service to continue, it is necessary that the person or persons responsible for the bill for that service be recorded in the City billing records. Also it is not the responsibility of the City to assure that the read-out or move date given by the tenant customer coincide with the date determined by the landlord. In cases of disputed dates between the tenant and landlord, the landlord will be held responsible for the bill during the disputed period. Failure to comply will subject the service to immediate disconnection.

**COMPLAINT PROCEDURE:**

It is understood that there are times when a customer of the Utility has a complaint about the quality of service or with a particular billing which seems inaccurate or unjust.

Complaints may be made by personal contact with a City employee by letter or telephone. In any case, the City employee will write down the complaint and will see that the complaint is properly recorded and processed. The employee may be able to satisfy the complaint immediately. If not, the complaint will be channeled to the person who can take the necessary action. Once action is taken, details will be recorded and the data will be filed. Also, the customer who registered the complaint will be contacted to determine if the action was satisfactory. If the customer is not satisfied with the action taken, he may appeal the matter in accordance with the adopted appeal procedure.

**APPEAL PROCEDURE:**

When a customer is dissatisfied with action taken on his or her complaint, he or she has the right of appeal. It is intended that the appeal process be orderly for the benefit of the customer and the City. A written record shall be made of the appeal and filed with the original complaint. In all cases the customer has the right to the access of his or her complete file and may make his or her own record of the file. The first step in the appeal process is normally with the City person with whom the customer has had immediate contact regarding the problem. In the case of a **service** problem the City person will usually be the working foreman of the service department doing the actual work. The next step for a service problem would be with the distribution foreman. If no satisfaction is reached at this level, the appeal is with the City Administrator. If satisfaction is still not reached, the customer may appeal to the City Council by requesting a hearing by letter to the Mayor, City of Litchfield, 126 North Marshall Ave., Litchfield, MN.

In the case of an appeal regarding billing matters or delinquency of payment action, the appeal is initially to the billing department, then to the office manager. If satisfaction is not reached with the office manager, the appeal is directed to the City Administrator and, if deemed necessary, to the City Council as previously stated.

In the case of a disputed payment, the City may require an "escrow payment" at the time of the appeal. This precludes a customer from using the appeal process to delay payment.

**RIGHT OF ACCESS:**

First and clear access to City equipment shall be maintained at all times for emergency and normal maintenance service and meter reading. The access area shall be kept safe and free from any and all hazards including pet animals. Free and clear access must also be provided for underground electric service and feeder cables. All reasonable efforts will be made by the City to minimize the impact on the customer's property resulting from digging and backfilling of cable trenches. Normally, the City will obtain the customer's signed agreement before digging.

**PROTECTION OF EQUIPMENT:**

The customer shall protect the equipment of the City on his or her premises and shall not interfere with or alter, nor permit interference with or alteration of the City's material or other property except by duly authorized representatives of the City.

In the case of loss or damage to the property of the City due to, caused by, or arising from carelessness, neglect or misuse by a customer or other unauthorized persons, the cost of the necessary replacement and repairs shall be paid by the customer.

**CHANGE IN LOAD:**

All line equipment supplied and installed by the City for the use of its customers, has a definite limit to its capacity. Therefore, it must be the responsibility of the customer to notify the City in writing before any major change is made in connected load, either in location or purpose, or addition of such equipment. This particularly applies to installation of large motors, welders, electric heating, air conditioning and items requiring heavy power use. Failure to give notice of such changes or additions shall render the customer liable for damage to meters or accessories, transformers, wires or other apparatus of the City, caused by the additional or changed installation.

**POWER INTERRUPTION:**

Your City is committed to doing everything within its means and capabilities to assure an adequate supply of electrical power for its customers now and in the future but because of many factors, including equipment failure, accidents, storm damage and temporary shortages of power supply from other sources, **it cannot guarantee continuous, uninterrupted service to any customer.** Therefore, the customer is responsible to provide protection for his or her own equipment if damage to such equipment can result from an inadvertent loss of supply of power from the City. Because of these factors, the City disclaims all liability for all damages, consequential or otherwise, for any failure to deliver electric power hereunder except for its own voluntary act or neglect to exercise reasonable care and diligence in performance of its duties.

**CITY OF LITCHFIELD**

126 NORTH MARSHALL AVENUE  
LITCHFIELD, MINNESOTA 55355  
320-693-7201



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