

























































## **SECTION 8 -DEPOSITS, CHARGES, PAYMENTS AND BILLING**

A. DEPOSITS – The PUD Board has adopted the use of a technology-based screening tool called ONLINE Utility Exchange to assess credit risk at the point of application and charge deposits only to those potential customers and existing customers who pose credit risk.

1. Residential

A deposit may be required from a residential Customer, unless the Customer has established a satisfactory credit record with the District or as determined by District information obtained from ONLINE Utility. The deposit shall be as set forth in the District's Schedule of Deposits and Charges.

2. Nonresidential

A deposit may be required from a nonresidential Customer unless the Customer has established a satisfactory credit record with the District. The amount of such deposit will be determined by the District after consideration of estimated billings (see Schedule of Deposits and Charges).

3. Additional or New Deposits

Nothing in these rules shall prevent the District from requiring additional or new deposits when conditions warrant.

4. Refund of Deposits

At the discretion of the District, deposits may be refunded or credited to an account when the Customer, by prompt payment of all bills rendered over a period of one year or more, has established a satisfactory credit rating. Deposits will be refunded upon termination of service after all outstanding amounts due the District have been paid.

### **B. CHARGES**

Payment of charges, as set forth in the applicable Schedule of Deposits and Charges, will be required of all customers.

### **C. PAYMENTS**

1. Bills Payable Within Twenty-one (21) Days

All bills, for service rendered and minimum charges, are due when rendered and payable within twenty-one (21) days from the date of mailing, unless otherwise

specified, and if not so paid, become delinquent and subject to disconnection as outlined in Section 8, Item C.5.

## 2. Delinquent Payments

When a Customer develops a history of delinquency with the District in that billings are not paid within a twenty-one (21) day period as stipulated above, and further, are not paid within a thirty (30) day period following the date of mailing for two or more occasions, which need not be consecutive, the District may, at its option, require a deposit as security and/or require said Customer to make scheduled payments (on a monthly, or more frequent basis) to bring the account to a current status, and, therefore, said Customer may be required to assume monthly payments on an Average Payment Plan.

## 3. Average Payment Plan

"Average Payment Plan" shall be interpreted to mean that the Customer shall pay an estimated amount each month on or before a specified date; said account and date to be determined by the Manager of the District, beginning approximately one month following the scheduled reading of the Customer's meter, and continuing on a regular monthly basis thereafter, and if not so paid, the amount may be deemed delinquent and subject to disconnection as outlined in Section 8, Item C.5.

At the option of the General Manager, new Customers of the District, including all Customers who have not established credit with the District, shall be required to make monthly estimated payments on all utility bills according to a payment schedule determined by the District and presented to the Customer upon signing for utility service, or as soon thereafter as is practicable. Such monthly payments are due on the date established, and if not so paid, shall result in the account associated with said payments becoming delinquent and being subject to disconnection as outlined in Section 8, Item C.5.

## 4. Right to Disconnect Service

The right to discontinue service for default, as defined in Section 8, Item C.1, may be exercised whenever and as often as default shall occur; and neither delay nor omission on the part of the District to enforce this rule at anyone or more times shall be deemed a waiver of rights to enforce the same at any time, so long as the default continues.

## 5. Notice of Pending Disconnection

Written notice will be sent to a customer by first class mail at least five (5) days before service is discontinued under this regulation and will advise the Customer of the reason(s) for the disconnection action except in the case of fraudulent use of service, when the District may disconnect service without notice. For the purpose of

this regulation, notice shall be considered to have been given when placed in the United States mail addressed to the Customer at his address as shown on the District's records.

The District will attempt to provide additional notification approximately 24 hours prior to the disconnection through automated phone equipment when phone service is available or with field-delivered door hanger notice. (note: there will be a charge for notice hanger).

When it is necessary, in the opinion of the District, to mail a collection notice to any Customer (in addition to regular billing statement and/or monthly payment cards), a charge of the actual cost to the District may be added to the Customer's bill, in order that collection costs may be paid by those Customers creating said costs.

#### D. RETURNED CHECK CHARGE

An accounting service charge (Returned Check Charge), as set forth in applicable Schedule of Deposits and Charges, may be made to a Customer if a check tendered to the District as payment for utility service is not honored by the Customer's bank because of insufficient funds, the bank account's having been closed, or other irregularity.

#### E. FIELD COLLECTION CHARGE

It is not the District's policy to allow for Field Collections.

#### F. CUSTOMER'S RIGHTS

##### 1. Informal Conference

A Customer who disputes the amount of a bill when due, or who does not intend to pay the full amount of the bill or invoice when due, shall have the right to an informal conference with certain designated employees in the District.

a. Informal conferences shall take place during the normal working hours -- 8:30 a.m. to 5:00 p.m., Monday through Friday.

b. The Customer may either appear in person in the District's office or confer by telephone.

c. Such designated employees shall have the authority to reach agreements with the Customer for a deferred payment schedule of the particular bill.

## 2. Appeal Hearings

If a Customer is not satisfied with the determination of the District's designated employee during the informal conference, the Customer may schedule a hearing with the District Hearing Officer.

a. The Hearing Officer and any Deputy or Assistant Hearing Officers shall be management-level employees and shall be appointed by the Commission from employees whose other duties are not connected with the credit section.

b. A written appeal by a Customer must be filed with the Hearing Officer within five working days after the determination of the informal conference.

c. In response to a timely appeal, the Hearing Officer shall arrange an appeal hearing at a mutually convenient and accessible location or conduct the hearing by telephone. Such hearing must be scheduled during normal working hours --8:30 a.m. to 5:00 p.m. Monday through Friday, and within seven (7) days of receipt of the Customer's appeal.

d. If the Customer requests, a record will be made of the proceedings. The Hearing Officer may use a tape recorder or other means of preserving a record which he/she deems appropriate; the Customer may provide, at his/her own expense, a court reporter, or supplemental means of providing a record. The Customer shall have the right to counsel.

e. The Customer shall open the hearing with a statement of the nature of the appeal and shall present whatever evidence the Customer deems relevant. The Customer shall have the reasonable right to examine the records of the District relating to his/her account. After the Customer has completed presenting his/her appeal, the appropriate District personnel shall provide the District's position. The Customer shall have the right to rebuttal.

f. The Hearing Officer shall provide the Customer with a written decision setting forth (a) the nature of the Customer's appeal; (b) the decision of the Hearing Officer; and (c) the reasons for the decision of the Hearing Officer. The written decision shall be promptly sent to the Customer by certified mail and may also be communicated by telephone.

g. Service will not be disconnected while an appeal is pending provided that the Customer has complied with the above procedural requirements. The Customer shall have seventy-two (72) hours following the receipt of the written decision of the Hearing Officer to comply with the terms and conditions of the decision. If the Customer fails to take the action required by the Hearing Officer, including payment of a past-due bill, or if he/she refuses

to accept receipt of the Hearing Officer's decision, the District may disconnect service without further notice to the Customer.

#### G. RECONNECTION CHARGE

Whenever personnel have been dispatched to disconnect service as per these Regulations, a charge, as set forth in the District's Schedule of Deposits and Charges, will be made for restoring service. In the event that the actual cost of labor, transportation, and overhead to cover the expense of such restoration exceeds the designated charge, the Customer shall pay the actual cost.

#### H. METER TESTING

When a Customer inquires into his/her billing for any particular month, the District will, upon request have such meter reread and the service inspected for defects. Should the Customer then desire that the meter be tested, he/she shall be required to make a deposit, as set forth in the Schedule of Deposits and Charges, to cover the cost of making such test. The meter will then be tested.

Should the meter show an error of over five (5) percent, said deposit will be refunded to the Customer, the meter corrected, and the bill adjusted. If the test of such meter should show an accurate measure within five (5) percent, the deposit will be retained by the District to cover the cost of testing. Whenever it shall be determined that any meter has not been registering correctly, then an average bill may be rendered, based either on the nearest four preceding months' average use when the meter was in good order, or on the same month of the preceding year if the use is seasonal.

#### I. METER TAMPERING CHARGE

Any Customer receiving unmeasured or unauthorized electrical services is responsible for paying the full amount of said services reasonably determined by the District to have been diverted around the meter or received un metered or unauthorized due to meter tampering, alteration, or replacement.

A Meter Tampering Charge, as set forth in Schedule of Deposits and Charges, will be added to the estimated billing for unmeasured or unauthorized services to cover the expense of District equipment restoration. In the event that the actual cost of labor, transportation, and overhead to cover the expense of such restoration exceeds the designated charge, the Customer shall pay the actual cost.

#### J. METER READING, ESTIMATIONS

Meters will normally be read and bills rendered on a monthly cycle. Readings may be done electronically.

If, in the opinion of the District, inclement weather or other extenuating circumstances make it impossible for the District to read meters for a temporary period, the District reserves the right to estimate meter readings and render bills based upon such estimates. Estimates will be based upon account history and weather factors. Actual energy consumption will be confirmed and adjusted as necessary with a subsequent regular meter reading cycle.

Closing meter readings will be done within 5 days of being requested by the Customer.

## K. BILLING

### 1. Regular Bills

Bills for the regular billing period will be rendered based upon the meter reading or estimate.

### 2. Closing Bills

Closing bills will normally be rendered within ten (10) days of the Customer requested disconnect date, or with the regular billing cycle.

### 3. Billing Error Adjustments

The customer is financially responsible for all electric energy or water passing through the meter. In the event of an error in billing, such as equipment failure or employee recording error, the District will make an adjustment to the billing on the basis of the best information available. In the event the adjustment is in favor of the customer (present or previous), the District will credit the customer account (or refund the credit with the request of the customer). The credit will be computed pursuant to Washington State Statutes of Limitation.

In the event the adjustment is in favor of the District, a retroactive billing to the customer will be provided. The retroactive billing computation will be limited to the most recent 6-month period prior to the time of the correction. The customer may choose to pay the retroactive billing over a period of time in agreement with the District.

## **SECTION 9 -VALIDITY AND EFFECTIVE DATE**

### **A. VALIDITY**

If any section, subsection, subdivision, sentence, clause, or phrase of these Regulations is for any reason held to be unconstitutional or void, such invalidity shall not thereby affect the validity of the remaining portions of these Regulations.

### **B. EFFECTIVE DATE**

These Regulations are to take effect and be in force from and after the 1<sup>st</sup> day of March, 2021

ADOPTED by the Board of Commissioners at Public Utility District No.1 of Jefferson County, Washington, this 15<sup>th</sup> day of February, 2022