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# CUSTOMER SERVICE POLICY

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# POLICY UPDATES

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Date	Resolution Number
9/17/2019	2019-24
10/7/2019	2019-25
10/7/2019	2019-26
1/19/2021	2021-001
2/16/2021	2021-004
4/22/2021	2021-014
12/13/2022	2022-043
2/7/2023	2023-008
2/20/2024	2024-006
11/19/2024	2024-023
11/19/2024	2024-024

## 1 - DEFINITIONS

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**Billing Period** – The normal billing period will be from 27 to 33 days and adjusted so that there are twelve (12) billing periods per calendar year. The District reserves the right to adjust billing periods in order to facilitate operations.

**Board of Commissioners** – Nonpartisan three-member board, elected by voters residing within the District, who are responsible for establishing policies for the District.

**Commercial Service** – A commercial service is any service to any building, facility or structure that is owned and operated as part of a business.

**Customer** – A person, commercial business, or other entity that has, or has applied for, a service account with the District.

**Customer Service Manager** – Manager of the District’s Customer Service Department, or authorized agent thereof.

**District** – Public Utility District No. 1 of Jefferson County, Washington.

**District Hearing Officer** – Management level employee, appointed by the Board of Commissioners whose duty it is to conduct customer appeal hearings.

**Financial Institutions** – Banks, credit unions, and savings and loans.

**Low Income** – Meeting the guidelines established by the PUD policy and/or federal regulations.

**Manager** – The General Manager of Public Utility District No. 1 of Jefferson County, Washington, or authorized agent thereof.

**Owner** – The Owner of property shall be deemed the holder of the Statutory Warranty Deed, except that in the event of contract sale, Owner shall be deemed to be that person (those persons) purchasing the property by Real Estate Contract.

**Person** – Human Beings, associations, co-partnerships, and corporations whether acting by themselves or by a servant, agent, or employee.

**Residential Service** – A residential service is a service to any building, facility or structure that is associated with a residence. This residence may be either single or multifamily type. Included in this category will be manufactured homes occupying spaces in parks if the spaces are individually metered. Not included in this category will be motels, hotels and RV parks that have only one meter or master meter for multiple units.

## 2 - GENERAL

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Provisions in this Customer Service policy are a generalization and do not cover rate schedules, new construction or any other service specific regulation. For detailed regulations please see the Water System Plan, and Electric Service Regulations.

### 2.1 - Mission Statement

To better the lives of our community through the delivery of water, sewer, electric, and broadband services each and every day.

### 2.2 - Vision Statement

Provide outstanding value and leadership within our community.

### 2.3 - Board of Commissioners

The Board of Commissioners of Jefferson County PUD establishes policies for the District. Any customer who wishes to comment on, make a recommendation regarding a policy, or who disagrees with decision made by District staff may address the Commissioners at a regularly scheduled Board meeting.

### 2.4 - Contracts

Electric, water, sewer and wholesale telecommunications shall be provided upon written application. Such application serves as a contract for service and is subject to the policies and regulations of the District. Acceptance of service, with or without a signed application or contract, shall signify the acceptance of the general terms, conditions and policies, rate schedule, and schedule of deposits, credits, and miscellaneous charges.

#### 2.4.1 - Effective Date of Contracts

All service contracts shall take effect from the day they are signed. Rates will be charged, and bills rendered from the date the services are connected to the system.

#### 2.4.2 - Term of Contracts

All service contracts shall be binding and, unless otherwise specified, shall continue in effect until after notice of discontinuance is filed in the office of the District.

#### 2.4.3 - Customer's Protection

No inspector, agent, or employee of the District may ask, demand, receive, or accept any personal compensation for any service rendered to Customers of the District or other persons, in connection with supplying or furnishing a service by the District

#### 2.4.4 - Obligations of District to be in Writing

No promise, agreement, or representation of any employee or agent of the District with reference to the furnishing of services provided by the District, shall be binding on the

District unless the same shall be in writing, and signed by the General Manager in accordance with the District's policies and regulations.

#### **2.4.5 - Liability for Violating Provisions of District Policies and Regulations**

Any person violating any of the provisions of the District's policies and regulations shall be prosecuted in accordance with applicable laws; and in addition, the service of any person found guilty of a violation of District policies and regulations may be disconnected. The person found in violation shall be liable for all damage and expenses incurred by the District, and for all consumption of any and all services provided by the District used by reason of such violation.

#### **2.4.6 - Requirement to Meet Building Standards**

No building shall qualify for service connection if it does not meet or exceed any, State, County, Municipal, or District building code, conservation or energy-efficiency standard.

### **2.5 - Service Not Covered in Rate Schedules**

Service may be supplied to a Customer that does not fall in the scope of the regular Rate Schedules of the District; provided that such service shall be covered by separate contract, which may be subject to provisions of the District's power purchase agreements, and shall be approved by the Commissioners of the District.

### **2.6 - Delivery Point**

A delivery point will be established by the District for each customer, generally the meter for a residential customer.

### **2.7 - Franchise Fee**

The amount of any franchise fees imposed by any governmental authority upon the District or upon its property, revenue, or income, shall constitute an additional charge over any amounts which may be billed to any customer under any rate schedule or special contract covered by this policy.

### **2.8 - Discontinuance of Service**

The District may refuse to connect or may terminate service for violation of any of its policies, for failure to pay a deposit when required, for failure to pay service charges when due, for violation of the rate schedules or contract provisions, for theft or illegal diversions of utilities for unauthorized connection to a District service, or upon receipt of written instructions from the proper authorities for violation of municipal, state, or federal laws, regulations, or state codes. The termination of service for any of these causes shall not release the customer or owner from the obligation to pay for services received, fees owed, or charges specified in any existing contract.

## 2.9 - Right to Refuse Service

The District reserves the right to refuse to connect or render service to any applicant or any Customer where such connection and/or where the applicant or Customer has not complied with State, Municipal, or District Service Regulations or requirements or facility access requirements concerning the rendition of service or has an unpaid obligation to the District.

## 2.10 - Revision

These general terms, conditions, and polices cancel and supersede all previous rules and regulation or polices. They may be revised, amended, supplemented, or otherwise modified, at any time, by action of the Board of Commissioners of the District. The General Manager as chief administrative officer of the District shall be responsible for the administration of these policies, procedures and standards.

## 2.11 - Conflict

In case of conflict between any subsequently published Schedule of Deposits, Credits, and Miscellaneous Charges or special contract, and these General Terms, Conditions, and Policies; the provisions of the subsequent published Schedule of Deposits, Credits, and Miscellaneous Charges or special contract shall take precedent.

## 3 - DISTRICT'S OBLIGATIONS

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### 3.1 - Interruption of Service

The District shall exercise diligence and care to furnish and deliver continuous electric, water, wholesale telecommunication, and septic services to the Customer, but will not be liable for interruption or shortage of supply due to accident, or conditions beyond the District's control. In the event of such interruption or shortage, the District shall not be liable for any loss or damage occasioned thereby, nor shall such interruption or shortage constitute a breach of its contract.

### 3.2 - Claims for Damage

The District has a procedure to evaluate claims for damages. A Tort Claim form will be provided to parties, at their request, who have experienced property damage as a result of District action, or because of connection to District facilities. Provision of a claim form is not an admission of liability. The District will investigate each claim for damages and respond to the claimant.

## 4 - CUSTOMER'S OBLIGATIONS

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### 4.1 - Claims for Damage

If a customer believes that District action or connection to District facilities may have resulted in property damage, the customer must notify the District as soon as possible. Any customer expense from contractor repairs and/or parts may not be reimbursed unless the District has first been contacted and had opportunity to inspect and respond to the situation. The District's Claim for Damages form is available for use by the Customer and will be necessary in making certain all pertinent information is provided.

### 4.2 - Customer Responsibilities for District Property

The Customer shall provide proper care and protection of the District's meters, meter pits, meter boxes, pressure reducing valves, fittings, pipes and other facilities associated with an individual service. In the event of loss or damage to the District's property because of the Customer's negligence or abuse, the District may require the customer to pay the costs of repairs or replacement, with a minimum cost as shown in the Schedule of Deposits, Credits, and Miscellaneous Charges.

### 4.3 - District Access

The District shall have the right, through its agents or employees, to safely enter the property of the customer at all times for the purpose of: reading, inspecting, repairing, or removing metering devices, appliances, and wiring of the District; trimming or removing trees and brush around meters, transformers, or other equipment that may interfere with the safe and efficient operation of the utility system, maintenance of utility lines, both overhead and underground, and inspection, replacement, installation and removal of District facilities.

### 4.4- Change of Ownership

When a change of ownership takes place for any premises being served by the District, notice of such change shall be given at the office of the District prior to such change. The out-going owner will be held responsible for all service supplied until such notice has been received by the District and change of ownership has been accomplished.

### 4.5 - Discontinuance of Service by a Customer

Except as may be otherwise provided by a special contract or agreement, an owner may terminate service by appropriate notification to the District and by payment in full of all amounts due the District to the date of service discontinuance. Normally the District will require authorization from the person paying for a service before discontinuing such service.

The District reserves the right to read a meter for a final bill within a one-week period from the date of transfer/termination set by the customer, and adjust the reading using historical consumption.

## 4.6 - Notice of Trouble

The District will always endeavor to give the best possible service to its customers. Customers can materially assist the District in fulfilling this objective by promptly notifying the District of any defect, trouble, accident or situation which causes service to be unsatisfactory for any reason.

## 5 - APPLICATION AND AGREEMENT FOR SERVICE

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### 5.1 - Application

All persons wanting to establish service with the District will be required to submit a signed application or special contract. Large industrial or commercial service may require special contract and shall contain such provisions and stipulations as may be necessary or desirable to protect the interests of both the District and the Customer. Acceptance of service with or without a signed application or contract, shall signify the acceptance of the general terms, conditions and policies, rate schedules, and Schedule of Charges and Fees specified in this policy.

All persons will be required to submit photo identification when applying for service.

### 5.2 - Authorization

Property owners/landlords must file a signed Authorization to Bill Tenant form with the District prior to the transfer of services to any person other than the owner of a service location, including but not limited to renters, real estate agents, and property managers.

Should the utilities remain in the property owner's name, the property owner will be responsible for notifying their tenants of any disturbance and/or discontinuance of District services.

Should the utilities be disconnected for non-payment, the tenant will have the opportunity to apply for service with the District. The tenant must submit application, proof of legal tenancy and pay any connection fees and/or deposit if required prior to the transfer of service. Acceptable forms of proof of legal tenancy will include, but not be limited to, a lease/rental agreement, and/or other current utility statement which is in the applicant's name, has the service address printed on the statement, and the service address is a match for the property for which the applicant is applying. The District will not hold the tenant responsible for charges made while service is in the landlord name.

## 6 - DEPOSITS

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District staff will determine credit risk for each customer at the point of application. Should a deposit be required, an installment plan of no longer than a three (3) month duration may be offered to the Customer at the discretion of the General Manager or his/her designee.

### 6.1 – 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 information obtained from a credit check or letter of credit from another electric utility. Letters of credit must include a minimum of twenty-four (24) months history. The deposit shall be as set forth in the Schedule of Deposits, Credits, and Miscellaneous Charges.

### 6.2 – Commercial

A deposit may be required from commercial Customers unless the Customer has established a satisfactory credit record with the District. The deposit shall be as set forth in the Schedule of Deposits, Credits, and Miscellaneous Charges.

### 6.3 - Additional or New Deposits

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

### 6.4 - 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 credited to an account upon termination of service.

### 6.5 - Transfer of Deposit

Should a Customer transfer service to a new service location thereby closing one account and opening a new account, the deposit shall be transferred to the new account.

## 7 - CHARGES

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### 7.1 - Payment of Charges/Fees

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

### 7.2 - Fee Forgiveness

At the discretion of the General Manager or his/her designee, the District may waive one fee per customer per twelve (12) month period under extenuating circumstances. Fees that are eligible for forgiveness include but are not limited to, returned checks, door hangers, and late fees.

## 8 - PAYMENTS

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### 8.1 - 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, subject to late fees and subsequently subject to disconnection as outlined in this document under Section 11 – Delinquent Accounts.

### 8.2 - 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. The amount and date are to be determined by the General Manager of the District or, his /her designee. Payments will begin 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 late fees and subsequently to disconnection as outlined in this document under Section 11 – Delinquent Accounts.

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 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 subject to late fees and subsequently to disconnection as outlined in this document under Section 11 – Delinquent Accounts.

### 8.3 - Returned Payments

An accounting service charge (Returned Check Charge), as set forth in this policy under Section 14 Schedule of Deposits, Credits, and Miscellaneous Charges, may be charged 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. If the returned check was tendered to avoid disconnect for non-payment, or to have service (re)connected, the District may disconnect service without any further notice.

### 8.4 – Payment Arrangements

8.4.1 Aid to Construction - New electric service which includes a transformer may be paid in installments over a six (6) month period.

## 9 - METERING

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### 9.1 - Meter Testing

When a Customer makes inquiry into his/her billing for any 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 may be required to pay a meter testing fee, as set forth in Section 14 Schedule of Deposits, Credits, and Miscellaneous Charges, to cover the cost of making such test.

Should the meter show an error of plus or minus, two (2) percent, the testing fee will be waived, the meter corrected, and the bill adjusted. If the test of such meter should show an accurate measure within two (2) percent, the testing fee will be billed to the Customer's account. 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.

### 9.2 - Meter Tampering

Any Customer receiving unmeasured or unauthorized services is responsible for paying the full amount of said services reasonably determined by the District. This includes services that have been diverted around the meter or received through unmetered or unauthorized means due to meter tampering, alteration, or replacement.

A Meter Tampering Charge, as set forth in Section 14 Schedule of Deposits, Credits, and Miscellaneous Charges, will be added to the estimated billing for unmeasured or unauthorized services to cover the expense of District equipment restoration. In the event of 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.

### 9.3 - Meter Reading and 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 five (5) days of being requested by the Customer.

## 10 - BILLING

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### 10.1 - Regular Bills

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

### 10.2 - Closing Bills

Closing bills will normally be rendered with the regular billing cycle for the service location.

### 10.3 - Adjustments

The Customer is financially responsible for all services rendered by the District, including but not limited to, electric energy and water passing through the meter, pole attachments, telecom, and any sewer fees related to District managed drain fields. It is the policy of the utility to collect all amounts identifiable as due and owing for utility services. The utility reserves the right to collect such charges on the basis of joint and several liability from any person determined to be legally responsible for the charges, as may be most convenient to the utility.

#### 10.3.1 – Under Billing and Underpayment

Billing errors resulting in underbilling or underpayment may be adjusted considering the following criteria:

- a. In general, the public is presumed to know that a reasonable charge for utility services rendered must be paid. Where it appears a customer or other person from whom payment is sought did not have actual or constructive knowledge of the error, the retroactive billing computation will be limited to the most recent six (6) month period prior to the time of the correction. If requested by the customer, the District will offer a reasonable repayment plan for the retroactive billing.
- b. Underbilling or underpayment because of customer error or where it appears a customer had actual or constructive knowledge of the error shall be paid in full.

#### 10.3.2 – Over Billing and Overpayment

Billing errors resulting in overpayment or overbilling will be adjusted by the District based on the best information available. The billing computation will be limited to the most recent six (6) month period prior to the time of the computation. Under extenuating circumstances, the General Manager may make an adjustment for a period longer than six (6) months.

For periods longer than six (6) months the customer must submit a written request for the adjustment. The request must contain the following:

- |   |   |
|---|---|
| <input type="checkbox"/> Customer name  | <input type="checkbox"/> Nature of the request  |
| <input type="checkbox"/> Account number | <input type="checkbox"/> Reason for the request |
| <input type="checkbox"/> Meter number   |   |

Any billing adjustment for a period greater than two (2) years shall require an action by the Board of Commissioners.

Adjustments will be made by way of a credit to the utility bill unless another adjustment method is approved by the affected utility department. The District reserves all defenses, offsets, and claims allowable in contract or law for any claimed overbilling or account errors.

### 10.3.3 – Water Leak Adjustments

Customers who experience a high bill due to a water leak may be eligible for an adjustment on their water bill. The Customer will be responsible for all charges on the account until such time as an adjustment is granted and applied to the account. Customer Service will offer alternative payment arrangements until such time as the leak adjustment is either processed or denied. Once the estimated loss is calculated, the Customer will pay the first-tier water consumption rate for the lost water. The customer-owner will be responsible for paying a one-time processing fee as specified in section 14.3.14 of this policy.

To qualify for a leak adjustment the following criteria must be met:

- The leak must be in excess of ten thousand (10,000) gallons greater than the Customer's average monthly usage for the most recent three (3) years during the same time period.
- The Customer must not have been granted a leak adjustment for the same service location within the most recent twenty-four (24) months.
- The leak must have been repaired within 10 days of discovery.
- The customer must submit a leak adjustment request letter and all required documents to the PUD no more than two (2) months after the repair of the leak.
- An extension of any of the above deadlines may be considered based on extenuating circumstances.

Leaks that are not eligible for a billing adjustment may include, but are not limited to the following:

- Commercial accounts
- Leaks that are the result of owner negligence
- Leak of which the Customer should have been aware
  - Pipes or equipment that are in plain sight
  - Leaking toilet

The Customer will be required to provide proof of the leak. Proof may include, but is not limited to the following:

- Invoice from a plumber or contractor
- Parts receipt
- Photo of the repair and location of the leak
- Onsite verification by a PUD water crew
- Should all of the qualifications be met, and the adjustment is approved by the Manager or his/her designee, then staff will enter a policy adjustment on the Customer's water account.

## 10.4 - Budget Billing Program

Customer-owners who have at least twelve months of billing history at a service location may request to be placed on a budget billing plan. Customer-owners participating in this program will be billed each month for one-twelfth of their rolling twelve-month average usage. Should the Customer-owner move or otherwise disconnect service any budget settlement amount will be due in full at the time of the final billing.

Failure to make budget billing payments may result in the disconnection of service under Section 11 – Delinquent Accounts in this policy. Customer-owners disconnected for non-payment will be removed from budget billing and any balance will be due in full prior to reconnection of service.

## 10.5 - Promotional Billing

### 10.5.1 - Credits

The District may offer Customers promotional credits as set forth in the Schedule of Deposits, Credits, and Miscellaneous Charges.

### 10.5.2 - Low Income Contributions

The District may promote program(s) to benefit low-income Customers through Customer contributions.

## 10.6 – Low Income Rate Reduction Program

The District will offer a reduced rate to its residential customers who fall below the defined income threshold as stated in this policy. The amount of the discount/credit shall be set forth in the published Rate Schedules for the applicable utility service. Each applicant will be required to provide identification and proof of income for all members of the household who are over the age of eighteen (18).

Each Customer may receive a credit on their Jefferson County PUD No.1 electric, water, and sewer account, at a single location. The Customer who is applying for the Rate Reduction Program must reside at the location that is to be billed at the low-income rate.

Should a customer receive a LIHEAP grant, or the District's Rainy-Day funds, they will be automatically enrolled in the District's Low-Income Rate Reduction Program for a period of one (1) year, provided the PUD account holder is listed as the recipient of the grant funds.

### 10.6.1 – Standard Low-Income Rate Reduction Program

Any customer whose household income is less than or equal to one hundred and fifty percent of the federal poverty level (150% FPL) will be eligible to receive a low-income discounted rate on their electric, water, and sewer accounts.

Once a Customer's eligibility is approved, they will receive a credit each month on each of their qualifying accounts for a period of one (1) year, at which time the Customer will be required to reapply for the rate reduction program.

#### 10.6.2 – Senior Low-Income Rate Reduction Program

Any Customer who is over the age of sixty-two (62) and whose household annual adjusted gross income is less than or equal to thirty-four thousand, nine hundred thirty-one dollars (\$34,931) per year, will be eligible to receive a low-income discounted rate on their Jefferson County PUD No. 1 electric, water, and sewer accounts.

The income limit for the Senior Low Income Rate Reduction Program is updated annually in accordance with the increase determined for the federal poverty guidelines by the Secretary of the Department of Health and Human Services and as reported in the Federal Register.

Once a Customer's eligibility is approved, they will receive a credit each month on each of their qualifying accounts for a period of two (2) years, at which time the Customer will be required to reapply for the rate reduction program.

## 11 - DELINQUENT ACCOUNTS

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### 11.1 - Late Fees

Any billed service charge or fee, that is not paid on or before the due date printed on the billing statement will be subject to a late fee as set forth in Section 14 Schedule of Deposits, Credits, and Miscellaneous Charges.

### 11.2 - Notice of Pending Disconnect

Written notice will be sent to a Customer by first class mail at least fourteen (14) days before service is discontinued under this policy 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 policy, 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 seven (7) days prior to the disconnection through automated phone equipment when the District's phone service is available or with field delivered door hanger notice. Additional fees will be assessed for the door hanger as set forth in Section 14 Schedule of Deposits, Credits, and Miscellaneous Charges.

When it is necessary, in the opinion of the District, to mail a collection notice to any Customer (in addition to regular billing statements), 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.

Once a Customer has been notified of the pending disconnection, further notice of intent to disconnect will not be given in the case of broken payment arrangements and returned payments.

### 11.3 - Reconnection

Whenever personnel have been dispatched to reconnect service as per this policy, a charge, as set forth in Section 14 District's Schedule of Deposits, Credits, and Miscellaneous Charges will be made for restoring service. If 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.

Services will not be reconnected until all past due balances are paid in full. Under some circumstances, as laid out in section 11.4 – Shutoff Protection, a reasonable payment arrangement may be accepted in lieu of payment.

## 11.4 -Shut off Protection

### **11.4.1 Medical Emergency Shut Off Protection**

Any Customer-owner with a legitimate medical need can request either to have their service not shut off, or if already off, to have it restored. The following steps must be taken by the Customer-owner once a medical emergency has been claimed.

1. Once the Customer-owner has been notified of and has acknowledged a planned shut off (either by phone, door hanger, actual shutoff, or by PUD employee dispatched to disconnect services) the Customer will have seven (7) days to:
  - a. Pay ten percent (10%) of the outstanding balance, in addition to any disconnect or reconnect charges.
  - b. Provide a medical certificate that includes:
    - i. Residence location
    - ii. Estimate of how long the condition is expected to last.
    - iii. Medical certificates must be renewed annually for conditions that are expected to be ongoing.
    - iv. Title, signature, and phone number of the person certifying the condition.
  - c. Sign an agreement to (1) pay the balance owed within one hundred and twenty 120 days and (2) pay all new charges on time.
2. If services are disconnected before the Customer-owner requests protection under this policy, their services will be restored that day for a reconnect charge as set forth in the schedule of Deposits, Credits, and Miscellaneous Charges, unless the call to reconnect is after normal PUD work hours, in which case service will be restored the next business day. The Customer-owner can also choose to have power reconnected after hours that day for an after-hours reconnection fee as set forth in the applicable Schedule of Deposits, Credits, and Miscellaneous Charges.
3. If the Customer-owner fails to meet these conditions of reconnection, they will be sent a disconnection notice and will be terminated at the next regularly scheduled disconnection cycle.

All medical certificates must be reviewed by PUD staff every ninety (90) days.

The customer can go through this process twice within twelve (12) month period. All previous payment deferments due to medical emergency must be satisfied prior to any new claim of medical emergency.

### **11.4.2 Winter Moratorium**

Under RCW 54.16.285, Customer-owners may qualify for protection from disconnection for non-payment between November 15 through March 15. To be protected under the law the Customer must complete the following:

1. Notify Customer Service within five (5) business days after receipt of a past due statement that they are unable to pay their bill.

2. Provide the Customer Service Department with a statement from Olympic Community Action Programs that their income qualifies for the moratorium. This statement must also provide a dollar figure that is 7% of the Customer's monthly household income.
3. Apply for low-income energy assistance from either a government or private source and agree that any utility assistance payment received by you will be paid to the District.
4. Apply for low-income weatherization assistance to the District or appropriate agency if available.
5. Agree to maintain a payment plan designed to bring your account current by October 15. Customers may not be required to pay more than 7% of their certified monthly income plus one twelfth (1/12) of any arrearage accrued from November 15 through March 15.
6. The Customer must agree to pay the monies owed even if the Customer-Owner moves

#### **11.4.3 – Extreme Heat Moratorium**

On any day which the National Weather Service (NWS) has issued or has announced that it intends to issue a heat-related alert for East Jefferson County JPUD staff will postpone any scheduled non-pay disconnections of electric and water services until the first business day after the NWS cancels the extreme heat alert.

Any Customer-owner whose utility service has already been disconnected for non-payment may request temporary reconnection of services for the duration of the heat event by calling the District and speaking to Customer Service. Provided there are no safety issues that may arise from reconnection, the District will make a reasonable attempt to reconnect services. Upon the cancellation of the extreme heat alert, JPUD staff will automatically disconnect services without further notification to the Customer-owner.

#### **11.4.4 – Utility Assistance Grants**

Subject to funding availability, the District will offer utility assistance grants to households whose income does not exceed eighty percent of area median income (80% AMI) or two hundred percent of the federal poverty level (200% FPL), adjusted for household size. Grant funds will be applied to customer accounts in the form of a credit in the amount of their past due balance, not to exceed five hundred dollars in a twelve-month period.

## 12 - CUSTOMER RIGHTS

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### 12.1 - 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.

1. Informal conferences shall take place during normal business hours, 9:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays.
2. The Customer may either appear in person in the District's office or confer by telephone.
3. Such designated employees shall have the authority to reach agreements with the Customer for a deferred payment schedule of the bill.

### 12.2 - 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.

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.

A written appeal by a Customer must be filed with the Hearing Officer within five (5) business days after the determination of the informal conference.

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 business hours – 9:00 a.m. to 4:30 p.m., Monday through Friday, and within seven (7) business days of the Customer's appeal.

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 council.

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.

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.

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.

## 13 - VALIDITY AND EFFECTIVE DATE

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### 13.1 - Validity

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

### 13.2 - Effective Date

This Policy will take effect and be in force from and after the 1st day of June, 2019

Adopted by the Board of Commissioners at Public Utility District No. 1 of Jefferson County, Washington, this 21<sup>st</sup> day of May, 2019.

## 14 - SCHEDULE OF DEPOSITS, CREDITS, AND MISC. CHARGES

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### 14.1 - Deposits

The District will determine credit risk for each person wishing to establish service with the District. New Customers with no previous history with the District will be required to submit to a credit check through Online Utility Exchange (OUE). The results from OUE return with three (3) levels of credit:

- Good credit / Low risk – Green
- Medium credit / Medium risk – Yellow
- Bad credit / High risk - Red

Should the Customer not wish to supply the District with their social security number, the District will accept a letter of credit from another electric utility which must contain at least twenty-four (24) months of credit history.

The District's Customer Information System (CIS) uses credit history events to determine credit risk. The District will use this rating for all returning Customers, provided that the credit history is not more than twelve (12) months old. The credit levels in the CIS program are as follows:

- Excellent credit: 0
- Good credit: 1-3
- Medium credit: 4-7
- Bad credit: 8 or higher

The deposit shall be charged as follows:

#### 14.1.1 – Electric

##### Residential

Medium Credit .....\$100.00

Bad Credit.....\$200.00

Commercial ..... \$200.00

#### 14.1.2 – Water

Residential..... None

Commercial ..... None

#### 14.1.3- Sewer

Residential..... None

Commercial ..... None

## 14.2 - Credits

14.2.1 - Paperless Plus One Time Credit..... (\$10.00)

*(Customer must be signed up for paperless billing and auto-pay)*

14.2.2 - Low Income

**Sewer** ..... 30% of base fee per month

## 14.3 - Miscellaneous Charges

*Billed charges may be subject to franchise fees*

14.3.1 - Application Fee – Net Meter

Generating Facilities of 0 kW to 25 kW..... \$100.00

Generating Facilities of greater than 25kW ..... \$500.00

*(Installation fees will be based upon Engineering Quote)*

14.3.2 - Access Appointment

### **Maintenance & Repair**

Electric ..... \$175.00

Water ..... \$60.00

Sewer ..... \$60.00

### **Read Meter**

Electric ..... \$30.00

Water ..... \$30.00

14.3.3 - Credit Check ..... \$5.00

14.3.4 - Door Hanger

Electric ..... \$15.00

Water Sewer, or any combination ..... \$15.00

14.3.5 – Disconnect

### **Electric**

Disconnect at transformer ..... \$150.00

Temporary disconnect ..... \$150.00

### **Water**

Seasonal disconnect ..... \$15.00

14.3.6 – Reconnect

All reconnect fees will be charged at the time of the reconnect is dispatched. Requests received between 1:00 p.m. and 9:00 a.m. of the next business day may be charged additional after-hours fees if the Customer requests expedited connection.

**Electric**

Reconnect at meter.....	\$60.00
Reconnect at transformer.....	\$150.00
After hours/expedited.....	\$250.00

**Water**

Crew dispatched reconnect.....	\$60.00
Seasonal reconnect.....	\$15.00
After hours/expedited.....	\$250.00

14.3.7 - Late Fee

Residential

Electric .....	\$5.00
Water .....	\$5.00
Sewer .....	\$5.00

Commercial

Electric ..... The greater of 1% of past due balance or \$5.00

Water..... The greater of 1% of past due balance or \$5.00

14.3.8 - Meter Tampering

**Electric**

Cut or missing seal .....	\$125.00
Unauthorized connect or reconnect of meter.....	\$500.00
Power diversion investigation – actual cost (minimum charge).....	\$285.00

**Water**

Cut or missing seal .....	\$125.00
Unauthorized connect or reconnect of meter.....	\$500.00
Water diversion investigation – actual cost (minimum charge).....	\$265.00

14.3.10 - Meter Testing	
Electric .....	\$165.00
Water .....	\$85.00
14.3.11 - Re-read Meter	
Customer request (no charge if reading is incorrect) .....	\$30.00
14.3.12 - Returned Payment .....	\$30.00
14.3.13 - Trip Charge (Customer not prepared for scheduled work)	
Electrical Serviceman .....	\$250.00
Line Crew .....	\$450.00
Water Serviceman .....	\$70.00
14.3.14 - After Hours Call Out (issue on customer side of the meter) .....	\$250.00
14.3.15 – Water Leak Adjustment	
Administrative Fee .....	\$25.00