

# **Pend Oreille Public Utility District Water Service, Rates and Credit Policy**



*Effective November 1, 2018*

## **Application for Service**

Customers may apply for service at the District's offices located in Newport or at Box Canyon Dam. Service may also be arranged using telecommunication services. Applications may be found on the District's website at [www.popud.org](http://www.popud.org). Completed applications can be returned by mail, email, fax, or in person. The application form must be signed by the property owner of public record. Water accounts must be in the name of the current property owner in all water systems except Metaline Falls. In Metaline Falls, the property owner or occupant may apply for service.

Each prospective customer requesting a new account or changes to an existing account for water service shall furnish the District, upon request, any pertinent information relating to name; corporate or partnership information if applicable; proof of identity; service address; mailing address; lease, ownership agreement, or other proof of right to occupy the property.

When an application for service is received for a location where water service has been disconnected between occupants, the property owner or owner's authorized agent will be asked to approve connection of water service for the applicant in order to ensure that it is safe to do so. Service will not be started if the owner or owner's authorized agent does not grant approval to connect water service. The District may require the owner or owner's authorized agent to provide proof of ownership or proof of authority to act in this regard.

The District requires customers to make payment arrangements covering any unpaid balances from previous account(s) as a precondition to establishing a new account. If the payment arrangement is not honored, or if the current account becomes past due, the full balance of the inactive account will be due immediately.

Where two or more persons join in one written or oral application or contract for water service, such person(s) shall be jointly and severally liable and shall be billed by means of a single periodic bill mailed to the primary applicant.

Whether or not the utility obtained a joint application, where two or more persons are living in the same residence and benefit from the water service provided by the District, they shall be jointly and severally liable for the bill for water service supplied and may be provided with account information, such as balance, payment activity, etc. proof of residency is required.

In the event a person or business (account holder, co-applicant, spouse, domestic partner, roommate) is occupying or residing at a premise receiving water service from the District, that person or business is presumed to have used the water service and is considered a customer of the District. Such person or business will be equally responsible for payment of the bills for water service accumulated during the period of residence. It is the customer's responsibility to notify the District when they have moved from the premise and are no longer using water service at that location.

## **Security Deposit**

A minimum security deposit of \$200.00 will be required of all customers. The deposit amount is based upon prior credit history and usage and is determined at the discretion of the District. The deposit may be waived if the customer has established good credit with the District or a former utility. It is the customer's responsibility to provide to the District proof of credit from their former utility.

If the account is kept in good standing for a minimum period of one year, the security deposit will be credited to the account and/or refunded to the customer. Interest will not be paid on security deposits.

At the discretion of the District, should an established account's credit become unsatisfactory, a security deposit may be required.

## **Privacy Waiver**

As required by the Federal Privacy Act, the District does not disclose customer account information without customer consent.

When the account is a rental property, it makes it difficult, and often expensive, for landlords, in the event that the District must disconnect water service.

If the landlord wishes to have an account established in the tenant's name, the landlord shall be responsible until the tenant has applied for, and has made, the necessary arrangements for service. Until the foregoing is complied with, the account will remain in the landlord's name, and the landlord shall be responsible for the service.

The landlord and tenant may elect to sign a Privacy Waiver, Release and Consent Form and provide a copy of the signed form to the District. With a Privacy Waiver, Release and Consent Form on file, the District will be able to contact the landlord regarding the tenant's water account.

## **Sub-Division Agreements**

The Agreements signed by the developers of each District water system, with the exception of Metaline Falls, established a covenant with the developer and attach to every lot or portion thereof from that date forward. Therefore, the covenants and obligations therein stay with the land and apply to each and every future lot owner(s). The Agreements provide for monthly water service billings, regardless of whether or not the customer takes physical delivery of any water, and stipulate that unpaid customer balances are to be recorded as liens on the property. Boundary Line, Lot Line, Segregation, Aggregation or Subdivision Replat approved by the Pend Oreille County Community Development Department Process does NOT relieve or reduce the first and paramount liens held by the PUD and recorded against each of the prior existing lots in the water system. The PUD reserves the right to enforce the liens against the property regardless of any change approved by Pend Oreille County.

A "Non-Metered Account" refers to customers who do not have a water meter installed and do not take physical delivery of water.

## **Billing**

It is the policy of the District to collect on water accounts in a timely fashion to keep the water system operating in a fiscally sound manner. The billing cycle is approximately every 30 days. Bills are sent by first class mail from St. Louis, Missouri, or via email upon customer request, are due and payable upon receipt, and considered delinquent after 20 days. On the 25<sup>th</sup> day, a service charge will be assessed on all accounts with a past due balance.

Each lot will still be charged the minimum fee for the minimum gallon charge. Minimum gallons are credited for adjoining lots with or without meters installed. A connection or reconnection fee will apply. Adjoining lots are defined as lots that have adjacent property lines with the lot that is receiving the primary billing. They cannot be across the road from the primary lot. Each lot that is metered will receive a billing and will be allowed the minimum gallons. If a non-metered lot is sold, then a meter shall be installed at the expense of the new lot owner.

## **Collection Procedures – Non-Metered Accounts**

Water bills are due when delivered. Accounts are considered past due after 20 days from the date billed. A delinquent notice is sent to the last known address on any past due accounts. The District reserves the right to take foreclosure action on any account which becomes delinquent.

## **Collection Procedures – Metered Accounts**

Water bills are due when delivered. A bill that is unpaid 20 days after billing is considered past due. At that time, the District may begin collection and/or termination of service procedures as follows:

1. A Reminder Notice will be issued to the customer.
2. If satisfactory arrangements for payment are not made, a Disconnection of Service Notice occurs. The notice states the customer has 3 days to pay the full amount due or make and keep satisfactory payment arrangements. The Disconnection Notice, which includes the address and phone number where arrangements for payment can be made or disputes resolved, is printed in the message block on the customer's monthly billing statement
3. Service will be discontinued at the approximate date stated in the disconnection of service notice if satisfactory credit arrangements are not made. Disconnects are normally made between the hours of 8:00 a.m. and 4:00 p.m.
4. Accounts, for all water systems except Metaline Falls, will continue to be billed the monthly minimum after disconnection. The District reserves the right to take foreclosure action on any account which becomes delinquent.

## **Disconnection, Reconnection and Transfer of Water Service**

The District requires a minimum of 24 hour notice for all reconnects, disconnects and/or transfers of service. Reconnection and disconnection of service is processed Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m. All fees must be paid before service is reconnected.

If service is disconnected, a service Reconnection Fee will be charged for reconnecting service to this customer or a new customer taking over the service.

When a Customer's meter has been removed or water is shut off at a premises for nonpayment of water charges, or for any lawful or proper cause, it shall be against District regulations for such customer to again connect such premises with water until all past due payments have been paid, including a reconnect charge, and other cause or causes corrected to the satisfaction of the District.

Temporary service disconnection of less than 30 days for purposes such as repair of customer's water system will be performed as a courtesy.

## **Foreclosure and Legal Action**

1. In those systems in which the District has liens and foreclosure rights, the District may foreclose.
2. In the event action is taken by the District to foreclose or collect any delinquency in payment, venue shall rest in Pend Oreille County, Washington, and the applicant(s) agree(s) to pay, in addition to all amounts found due, interest thereon at the highest rate permitted by law from the date of such delinquency, a reasonable sum as attorney fees, plus costs of any such action.

## **System Operation**

The District reserves the right at any time, after following its current notification procedures, to shut off the water supply for repairs, extensions, nonpayment of bills, or any other reason; and the District shall not be responsible or liable for any damage resulting from interruption of water supply.

Any customer who connects to the water service without authorization by the District, will be responsible for paying the full amount of the service as determined by the District due to the meter tampering, alteration, or replacement. Meter tampering charges, as determined by the District, will be added to the estimated billing for unauthorized service to cover the expense of District equipment restoration.

By signing the application for service, the applicant (customer) agrees to indemnify and hold harmless the District from all claims directly or indirectly arising out of the customer's service installation.

The District must have access to all meters. The customer will allow and facilitate access to meters by District personnel and agrees to locate all meters in accessible locations.

## **Dispute Resolution**

Customers having question about or disputing the application of these policies and/or District billings may request an informal conference with a District Representative by calling the District's Customer Service Manager. The informal conference may be conducted by telephone or in person at the Customer's request.

## Administrative Charges

1. Returned Payments	\$25.00
2. Late Fee Charged each month on outstanding balances	1.5%
3. Field Service Fee	\$80.00
4. Field Collection Fee Charged when District personnel are required to make a special trip to collect funds in lieu of disconnect	\$80.00
5. Reconnection of Service With the exception of Metaline Falls Water System, the Reconnect Fee will be waived if reconnect is scheduled during normal system maintenance	\$200.00
6. Past Due Reconnection	\$200.00
7. Meter Tampering / Water Diversion Fee	\$500.00
8. Inspection fee (for new water hook-up)	\$50.00
9. System Connection Fee	\$2,500.00
10. Line Extension Fees	Contact office to determine amount

## Construction Water Use Agreement

All construction water tank trucks (road cleaning, dust control, compaction, hydroseeding, etc.) shall only be filled from the designated connection located by the District's main office. All tanks or vessels shall have approved cross connection control, preferably an approved air gap. Cross connection control must be approved by PUD Water personnel. All Contractor vehicles must be inspected, or show PUD permit based on an earlier inspection, prior to any filling. On-site construction water will only be allowed under special arrangement with PUD management. Refer to the 'Water Policy, Cost of Service'. The unauthorized use of water will result in the following penalties;

- (a) First offense will result in a written warning
- (b) Second offense will result in \$500 fine and notification to Pend Oreille County Sheriff department regarding theft of water
- (c) Outstanding fines will prevent final water system approval and acceptance (new construction)

## Cross Connection Inspection Form

### Vehicle Permit:

I, \_\_\_\_\_, as representative for:

Printed name of signer

\_\_\_\_\_  
name of company

\_\_\_\_\_  
company billing address

\_\_\_\_\_  
company office address

\_\_\_\_\_  
City, State Zip Code

(\_\_\_\_\_) \_\_\_\_\_  
phone number

have received from Pend Oreille cross connection inspection approval for the following vehicle;

\_\_\_\_\_  
Vehicle Make Model License Number

A signed copy of this permit shall be kept in the inspected vehicle at all times, to be made available to Pend Oreille County PUD personnel upon request.

## Construction Water Use Charges

- |                              |                               |
|------------------------------|-------------------------------|
| 1. Tank Truck inspection fee | \$80.00                       |
| 2. Water Use Fee             | \$77.00 plus<br>\$50 per load |

## EXHIBIT A WATER RATES

### Metaline Falls

*Residential:* Single-family dwellings, condominiums and apartment units that are metered individually.

<u>Base Rate</u>	<u>Minimal Gallons</u>	<u>\$0.50 per 1,000</u>	<u>\$4.00 per 1,000</u>
\$68.00	10,000	Next 5,000	Over 15,000

*Multi-family:* Apartments, condominiums, townhouses, manufactured home parks or any multi-family facility that is not separated metered for each living unit.

<u>Meter Size</u>	<u>Base Rate</u>	<u>Minimal Gallons</u>	<u>Unit Charge</u>
5/8" - 3/4"	\$ 77.00	3,500	\$0.0055 per gallon
1"	\$130.00	5,900	\$0.0055 per gallon
2"	\$180.00	8,200	\$0.0055 per gallon
4"	\$355.00	16,100	\$0.0055 per gallon
6"	\$610.00	27,800	\$0.0055 per gallon

*Non-residential:* Service to customers served through a water meter that is not a residential or multi-family service.

<u>Base Rate</u>	<u>Minimal Gallons</u>	<u>Unit Charge</u>
\$77.00	3,500	\$0.0055 per gallon

*Industrial:* manufacturing and processing facilities. All charges negotiated by contract.

### Community Water Systems

<u>Water System</u>	<u>Base Rate</u>	<u>Minimal Gallons</u>	<u>\$0.50 per 1,000</u>	<u>\$4.00 per 1,000</u>	<u>\$8.00 per 1,000</u>
Sandy Shores	\$35.00	10,000	Next 5,000	Over 15,000	
Riverbend	\$85.00	10,000	Next 5,000	Next 15,000	Over 30,000
Green Ridge	\$80.00	10,000	Next 5,000	Over 15,000	
River View	\$45.00	10,000	Next 5,000	Over 15,000	
Sunvale	\$45.00	10,000	Next 5,000	Over 15,000	
Lazy Acres	\$41.00	10,000	Next 5,000	Over 15,000	
Holiday Shores	\$41.50	10,000	Next 5,000	Over 15,000	
Granite/Sacheen	\$80.00	10,000	Next 5,000	Over 15,000	

Note: Each lot is charged the minimum fee for the minimum gallon charge. Minimum gallons are credited for adjoining lots that have no meters installed. Adjoining lots are defined as lots that have adjacent (abutting) property lines with the lot that is receiving the primary billing. Lots cannot be across a road from the primary lot. Each lot that is metered will receive a billing and will be allowed the minimum gallons. If a non-metered lot is sold, then a meter shall be installed at the expense of the new lot owner.