

**Public Utility District No. 1
of Pend Oreille County**

Water Service, Rates and Credit Policy



Effective September 17, 2024

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1 Introduction

1.1 Purpose and Scope

The purpose of this Water Service, Rates and Credit Policy (“Policy”) is to set forth the terms and conditions of Public Utility District No. 1 of Pend Oreille County (the “PUD”)’s provision of water service to its customers.

1.2 Consistency with Applicable Laws and Regulations

This Policy shall be administered and construed consistent with all then-applicable laws, regulations, or orders, and nothing in this Policy shall be administered or construed inconsistent with any then-applicable laws, regulations, or orders. The PUD will endeavor to update this Policy as often as possible to reflect any changes in applicable laws, regulations, or orders. In the event a question or dispute arises regarding the subject matter of this Policy which requires its interpretation or construction, the issue will be first resolved by the PUD ’s Customer Service Manager, and second and finally by the PUD’s General Manager.

1.3 Updates to this Policy

This Policy may be revised, amended, deleted, or otherwise changed at any time by action of the PUD’s Board of Commissioners (“Board”). Such actions shall cancel and supersede all previous versions of this Policy and the terms, conditions, rules, and regulations contained therein.

2 About Pend Oreille PUD

The voters of the State of Washington authorized the creation of Public Utility Districts by passing Initiative 1 in 1930, which was spearheaded by the granges in order to electrify rural areas. The law reads, “The purpose of this act is to authorize the establishment of public utility districts to conserve the water and power resources of the State of Washington for the benefit of the people thereof, and to supply public utility service, including water and electricity for all uses.”

Public Utility District No. 1 of Pend Oreille County was formed by the people of Pend Oreille County in 1936. The PUD provides electric, water, and wholesale broadband services. The PUD is governed by a three-member Board of Commissioners, elected in staggered six-year terms from three districts within the county, which sets policy and appoints a General Manager who is the chief administrative officer of the PUD. The Board has broad ratemaking authority to meet its obligation to ensure adequate revenues.

The Board typically meets in the morning on the first and third Tuesdays of each month in Newport, and on any fifth Tuesday of the month at Box Canyon Dam. The District also typically holds two evening town-hall meetings per year, and holds special meetings as needed. The public is encouraged to attend all Board meetings. Please check the PUD’s website (popud.org) or call 509-447-3137 to verify the time, date, and agenda of the next meeting.

3 Establishing Water Service

3.1 Application for Service

Customers may apply for service at the PUD's offices located in Newport or at Box Canyon Dam. Applications may also be found on the PUD's website at www.popud.org. Completed applications can be returned by mail, email, fax, or in-person.

Water accounts for Community Water Systems must be in the name of the current property owner. 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 PUD all required information, including but not limited to: the customer's name and contact information; business name and corporate or partnership information (if applicable); proof of identity; service address; mailing address; proof of right to occupy the premises (deed, lease, ownership agreement, or other documentation that gives the PUD a reasonable basis to establish a new service in the customer's name, including photo identification that includes the service address); credit information; expected usage the manner in which the water will be utilized.

3.2 Customer Social Security Numbers

As part of the PUD's Identity Theft Prevention program that is required by law and approved by the Board, the PUD uses Social Security Numbers ("SSNs") to validate the identity of customers who open accounts. Customer SSNs are maintained in a secure environment. Customers wishing to use other government-issued identification are welcome to apply for service in person at the PUD's offices.

3.3 Security Deposits

A security deposit may be required of all customers. The deposit amount is based upon prior credit history and usage and is determined at the discretion of the PUD.

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

At the discretion of the PUD, should an established account's credit become unsatisfactory, a security deposit will be required. If a deposit is required due to an unsatisfactory credit assessment, a customer has the right to disclosure of their credit report due to the fact that adverse action was taken because of the contents of their credit report. The fact that adverse action, in the form of a deposit or denial of service, has been taken entitles the customer to a copy of their credit report free of charge by writing to the applicable credit bureau within 60 days from the date the adverse action was taken and requesting a copy.

3.4 Reconnection of Service After Vacancy

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 PUD may require the owner or owner's authorized agent to provide proof of ownership or proof of authority to act in this regard.

3.5 Unpaid Balances

The PUD 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.

3.6 Joint Account Holders

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

3.7 Change of Occupancy

Applicant has five (5) business days after occupying the premises to provide all necessary application information, or service will be disconnected.

It is the customer's responsibility to notify the PUD when they have moved from the premises and are no longer using water service at that location. The outgoing customer will be held responsible for all water service supplied until such notice has been received by the PUD.

3.8 Deceased Account Holders

When an account holder deceases, the account should be transferred to a living occupant as soon as possible. When notified of a deceased account holder, the PUD will attempt to work with appropriate persons to effectuate account transfers. If probate has been opened, the PUD may work with the duly authorized personal representative or administrator upon presentment of letters testamentary or other court orders.

4 Line Extensions and Equipment Ownership

4.1 Line Extensions

All new water services, including any modified or upgraded services or extensions, must be made by application to the PUD pursuant to the PUD's Utility Extension Manual.

4.2 Point of Delivery and Equipment Ownership

The Point of Delivery is that point on the customer's premises (or other agreed point) where the water facilities of the PUD and customer are connected. Unless otherwise agreed between the PUD and customer, the Point of Delivery shall be at the PUD's meter. All pipes and equipment beyond this point of delivery shall be installed and maintained by the customer. It shall be the responsibility of the customer or their contractor to advise the PUD of their service requirements in advance of installing the service equipment and to make sure that the location is acceptable to the PUD.

The use of water on the customer's premises is at the customer's sole risk, and the PUD's liability shall cease at the point of delivery.

5 Privacy Waiver

As required by the Federal Privacy Act, the PUD 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 PUD 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.

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 PUD. With a Privacy Waiver, Release and Consent Form on file, the PUD will be able to contact the landlord regarding the tenant's water account.

6 Sub-Division Agreements

The Agreements signed by the developers of each PUD water system, with the exception of Metaline Falls, (The Community Water Systems) 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. If a non-metered lot is sold, then a meter shall be installed at the expense of the new lot owner.

7 Billing and Payment

7.1 Billing Practices

Bills will be processed on the last business day of each month. Bills are sent by first-class mail from St. Louis, Missouri, or via email upon customer request, and are due and payable upon receipt, and considered delinquent after the 20th of each month. On the 25th day of each month, a Late Fee will be assessed on all accounts with a missed payment or past due balances.

7.2 Multiple Lots for Community Water Systems

Customers in Community Water Systems who have multiple lots may choose to combine the usage for billing purposes. Each lot will still be charged the Base Fee for the minimum gallon charge, regardless of whether the lots have meters installed, and the minimum gallons will be combined.

7.3 How to Pay Your Utility Bill

- Pay Online using SmartHub, the PUD's free online account management system.
 - Register at <http://popud.smarthub.coop> or download the SmartHub app on your mobile device.
 - To register you will need the last name on the account, the account number and an email address.
- Enroll in Auto Pay for an automatic withdrawal from your checking account or credit card; enroll through your SmartHub account.
- Pay Online using the Quick Pay option at <https://popud.smarthub.coop/PayNow.html>. No registration needed.
- Pay by Phone by calling 1-844-971-1058, available 24 hours a day.
- Mail payment to P.O. Box 190 Newport, WA 99156.
- Pay in person at 130 N. Washington Avenue, Newport, WA 99156, open daily Monday - Thursday 7:00 a.m. to 5:30 p.m. or at Box Canyon Visitor Center at 7492 Hwy 31 Lone, WA 99139, a payment kiosk is available 24 hours a day.

Forms of payment accepted: Cash*, Check, Money Orders, Visa or MasterCard

*Cash is defined as currency, coin, money orders or cashier's checks. The PUD will report cash payments of \$10,000 or more to the Internal Revenue Service by filing IRS Form 8300.

7.4 Billing Adjustments

In the event of an error in billing, such as equipment failure or employee recording error, the PUD will make an adjustment to the billing on the basis of the best information available. When an underbilling or overbilling of an account occurs, the PUD shall provide the customer with notice of the circumstances and a corrected bill.

All adjustments will be for a period of no more than three (3) years except as approved by the PUD's General Manager. In cases where an underbilling is the result of tampering or false or inaccurate information provided or procured by the customer, this limitation shall not apply.

When a customer is required to pay for an underbilling due to a PUD error, the customer may enter into a payment arrangement at the General Manager's discretion.

Under-billings may be waived at the General Manager's discretion when the cost of recovery makes it uneconomical.

8 Metering Practices

Meters are read monthly, either by PUD personnel or electronically. If no reading is recorded, an estimated bill will be calculated based upon previous usage. Due to holidays and weekends, the number of days in each billing cycle may vary.

Enclosing meter bases in enclosed porches, buildings, or other structures is prohibited. A clear path to the meter and a 3-foot clearance around the meter must be maintained to allow PUD access for reading and maintenance. Customers are responsible for keeping their meters accessible and clear from debris, landscaping or vegetation.

9 Energy Assistance Programs

9.1 Neighbors-in-Need Grants

The PUD offers Neighbors-in-Need (NIN) grants to residential customers who are having financial hardship and need emergency energy assistance based on the following criteria:

- Water service must be in the name of the Applicant and be the primary residence of the Applicant.
- The water service must be eligible for disconnection due to non-payment.
- Total household combined income from all sources, shall be no higher than the greater of 80% of area median household income (AMI) or 200% of the federally established poverty level, adjusted for household size, for the prior calendar year.
- Applicant must pay a co-pay to bring the account balance current or a minimum of \$50 to show good faith in accepting the grant.
- Applicant must submit a completed and signed application to the PUD along with necessary income verification documentation for approval.

Qualifying applicants will receive a maximum of a \$250.00 grant or the total amount owed (prior to copay), whichever is less. Grants are applied to customers' accounts in the form of a credit. Grants will NOT cover reconnect fees, collection fees, or security deposits.

Neighbors-in-Need Grants are awarded a maximum of one time per household every two years.

10 Disconnection, Reconnection and Transfer of Water Service

10.1 Disconnection Process and Notifications

The PUD 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 Thursday between the hours of 7:00 a.m. and 4:00 p.m. All fees must be paid before service is reconnected.

If the PUD has been notified that a tenant resides at the service address, the PUD will make a good-faith and reasonable effort to provide written or posted notice to the service address of pending disconnection at least seven calendar days prior to disconnection. The purpose of this notice is to provide any affected tenant an opportunity to resolve the issue with his or her landlord or to arrange for continued service. If requested, the PUD will provide water services to an affected tenant on the same terms and conditions as other PUD customers, provided the tenant is able to timely meet the requirements of establishing a new account (i.e., complete application, security deposit, etc.).

A Metaline Falls Water System customer desiring suspension or termination of water service will be relieved of further payments for minimum charges upon proper notification to the PUD. The meter may be removed, and a closing bill will be forwarded to customer. A Service Reconnection Fee will be charged for reconnecting service to this customer or a new customer taking over the service.

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

10.2 *Extreme Heat Law, House Bill 1329*

Washington State law (ESHB 1329) prohibits utilities from disconnecting electric or water customers for nonpayment on days for which the National Weather Service has issued or has announced it intends to issue a heat-related alert, and allows customers currently disconnected to request reconnection on such days. The PUD may require a customer seeking reconnection to enter into and maintain a payment plan. In order to request reconnection on a qualifying day, please contact the PUD's Customer Service staff at 509-447-3137.

11 **Credit and Collections for Delinquent Accounts**

11.1 *General Provisions*

The PUD, in administering this Policy, will take necessary steps, actions, and proceedings as permitted by law for enforcement and collection of all fees, billings, or other charges. All bills or invoices are due and payable upon receipt and are delinquent 20 days after the billing date. Failure to receive a bill will not release the customer from obligation of payment. The PUD, under reasonable administrative rules and regulations which afford due process of law for its customers, may refuse to connect or may disconnect water service when delinquent, violation of rate schedule or contract provisions, or theft or illegal diversion of electrical current.

Disconnection of water service for any of the foregoing causes does not release the customer from the obligation to pay for water received or charges specified in any existing contract. The PUD will not reconnect such services until compliance with this Policy is assured and delinquent amounts, with reasonable penalties and charges for restoration of water service, and necessary security deposits or other payment guarantees, have been paid in full or satisfactory arrangements have been made with the PUD. A shortened notice and payment period, and special payment security provisions, may be implemented by agreement between the PUD and a customer under special circumstances.

11.2 *Payment Arrangements*

When an account has become delinquent, the PUD will make reasonable efforts to communicate with the customer prior to disconnection of service, and will make reasonable efforts to put the customer on a payment plan. Payment arrangements are generally no longer than six months, and require the customer to pay the current month's bill, plus an additional amount on the outstanding balance, plus a monthly Late Fee on the outstanding balance.

11.3 *Collection Events*

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

1. A Reminder Notice in the form of an automated phone call and/or email will be issued to the customer.
2. If any portion of the bill is unpaid 20 days after billing, a Late Fee may be assessed.
3. If satisfactory arrangements for payment are not made, a Disconnection Notice will be issued to the customer, identifying the date on which disconnection will occur if payment arrangements are not timely made. 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.
4. 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.

5. Accounts, for all water systems except Metaline Falls, will continue to be billed the monthly minimum after disconnection. The PUD reserves the right to take foreclosure action on any account which becomes delinquent.
6. In the event action is taken by the PUD to 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.

In order to service your account or to collect any amounts you may owe, we may contact you by telephone or text message at any telephone number associated with your account, which could result in charges to you. We may also contact you by sending emails, using any email address you provide us. Methods of contact may include using pre-recorded or artificial voice messages and/or the use of automatic dialing device, as applicable.

11.4 Collections of Unpaid Closed Accounts

Unpaid closed accounts and unpaid miscellaneous accounts are referred to an agency for collection. In accordance with RCW 19.16.500, agency fees are payable by the customer. The PUD may provide customer account information to the collection agency for purposes of collecting past-due amounts.

11.5 Setoff Between Multiple Accounts

By accepting or continuing water service under this Policy, each customer agrees that the PUD may setoff amounts owed by such customer between various accounts maintained by that customer.

11.6 Foreclosure and Legal Action

1. In those systems in which the PUD has liens and foreclosure rights, the PUD may foreclose.
2. In the event action is taken by the PUD 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.

12 Unauthorized Modifications and Tampering

12.1 General Provisions

Unauthorized Modifications and Tampering refer to the illegal modifications, or attempts to modify PUD provided services or facilities, or changes to the customer's side of the service that results in damage to the PUD's equipment or threatens the safety of PUD workers or customers. Meter tampering is the most common form of modifications and may include attaching unauthorized equipment, electronics or other objects designed to fraudulently influence the PUD billing meters or bypass the meter.

Unauthorized modifications and tampering is unsafe, and can cause severe personal injury, death, fire, damage the customer's service, damage PUD equipment, damage other customers' services or cause outages. In addition to fines and penalties levied by the PUD, customers who make unauthorized modifications or who are found to be guilty of tampering are liable for all damage they may have caused to the PUD's system, or the neighboring customers services. Modifying and tampering may also be reported to the Washington State Department of Labor and Industries and to local law enforcement for prosecution.

12.2 *Meter Tampering and Diversion*

Meter tampering occurs when there is unauthorized removal of a meter, opening of a meter cover, or self-reconnects that are not done by an authorized PUD employee or representative.

Diversion occurs when there is an unauthorized tapping of water in a way that circumvents, or intends to circumvent, the metering of that service allowing an entity to receive service without paying for it.

If meter tampering is identified, the PUD will disconnect the service(s) and the account holder may be responsible for paying fines, charges and may be responsible for costs of damage in order for the services to be restored. Inspections shall also need to be completed by local jurisdictions and L&I before the service(s) can be reconnected. The PUD may report the issue to L&I or local authorities for prosecution.

13 System Operation

The PUD 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 PUD shall not be responsible or liable for any damage resulting from interruption of water supply.

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

14 Dispute Resolution

Customers having question about or disputing the application of this Policy or billed amounts may request an informal conference with a PUD Representative by calling the PUD's Customer Service Manager. The informal conference may be conducted by telephone or in person at the customer's request.

15 Damage Claims

All customers wishing to file a claim for damages under chapter 4.96 RCW shall present such claim consistent with the PUD's Damage Claim Policy and state law.

Appendix A – Administrative Charges

1. Returned Payments	\$25.00
2. Late Fee Charged each month on missed payments and past-due balances owing greater than or equal to \$5.00.	The greater of 1.5% or \$5.00 per month
3. Field Service Fee Charged when PUD personnel are required to make a special trip to meter or premises.	\$100.00
4. Field Collection Fee Charged when PUD personnel are required to make an unscheduled visit to a service location for disconnection of service.	\$100.00
5. Service Reconnection Fee With the exception of Metaline Falls Water System, the Reconnect Fee will be waived if reconnect is scheduled during normal system maintenance.	\$275.00
6. Past Due Reconnection	\$275.00
7. Meter Tampering / Water Diversion Fee	\$500.00
8. Inspection fee (for new water hook-up)	\$50.00
9. System Connection Fee	\$2,750.00
10. Line Extension Fees	Contact office to determine amount

Appendix B – 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>Overage Charges</u>	
		<u>\$0.50 per 1,000</u> Next 5,000	<u>\$4.00 per 1,000</u> Over 15,000
\$81.50	10,000		

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>Overage Charges</u>
5/8" - 3/4"	\$ 81.50	3,500	\$0.0055 per gallon
1"	\$137.50	5,900	\$0.0055 per gallon
2"	\$188.50	8,200	\$0.0055 per gallon
4"	\$372.50	16,100	\$0.0055 per gallon
6"	\$642.50	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>Overage Charges</u>
\$81.50	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>Overage Charges</u>		
			<u>\$0.50 per 1,000</u>	<u>\$4.00 per 1,000</u>	<u>\$8.00 per 1,000</u>
Sandy Shores	\$50.00	10,000	Next 5,000	Over 15,000	
Riverbend	\$100.00	10,000	Next 5,000	Next 15,000	Over 30,000
Green Ridge	\$89.50	10,000	Next 5,000	Over 15,000	
River View	\$85.00	10,000	Next 5,000	Over 15,000	
Sunvale	\$70.00	10,000	Next 5,000	Over 15,000	
Lazy Acres	\$62.00	10,000	Next 5,000	Over 15,000	
Holiday Shores	\$62.00	10,000	Next 5,000	Over 15,000	
Granite/Sacheen	\$89.00	10,000	Next 5,000	Over 15,000	

*Minimal Gallons represents the usage included with the base rate. Water usage over this amount in any given billing cycle will be subject to the overage charges listed above.

Appendix C - 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 PUD’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
\$50 per load |