

**UTILITY BILLING, DELINQUENCY, LATE PAYMENT, AND
DISCONNECTIONS**

Billing and Due Dates

1. Bills will be mailed on or before the 23rd day of each month.
2. Bills will be due on the first business day following the 16th day of the month following billing.

Delinquency

1. An account will be termed delinquent if full payment is not received at the District's office by 5:00 p.m. on the Due Date.

Late Payment Charge

1. A Late Payment Charge will be assessed when:
 - A. The account has been termed delinquent at least once during the preceding six (6) billing months;
 - B. The past due amount exceeds the monthly minimum amount associated with the account's classification;
 - C. Payment in full has not been received in the District's office by 5:00 p.m. on the first business day following the 27th of the month during which the account was termed delinquent.

Notice of Disconnection

1. A Notice of Disconnection will be mailed on the day the account is charged a Late Payment Charge, provided the account also:
 - A. Has an unpaid balance of \$100.00 or more and has been termed delinquent at least once during the preceding six (6) billing months; or,
 - B. Has not been paid in full and has received a Late Payment Charge for three (3) consecutive billing months or a mutually agreed Payment Arrangement established between the customer and the District has been violated.
2. The Notice of Disconnection will clearly state when the service will be disconnected if the past due balance is not paid prior to the date specified on the Notice.

Scheduled Disconnection Day

1. An account that has received a Notice of Disconnection shall be scheduled for disconnection no sooner than fifteen (15) days following the mailing of the Disconnect Notice.

48-Hour Shut-Off Notice For Commercial Business Accounts

1. District personnel will make at least three (3) attempts to contact, by telephone, the responsible party of any commercial business account that has been issued a Notice of Disconnection, at least forty-eight (48) hours prior to the day the account is scheduled for disconnection, but no sooner than 168 hours (7 days). If contact is made, such contact will be considered the delivery of a 48-Hour Shut-Off Notice, and the customer will be informed of the scheduled disconnection and his options to avoid disconnection.
2. If telephone contact is not made, and payment in full is not received at the District's office by 5:00 p.m. on the second business day prior to the scheduled disconnection day, a 48-Hour Shut-Off Notice will be delivered.
 - A. The District will post the 48-Hour Shut-Off Notice in a conspicuous location at the premises;
 - B. A 48-Hour Shut-Off Notice Charge will be imposed at the time the District representative leaves the District office to begin delivery of the 48-Hour Shut-Off Notice. The Shut-Off Notice Charge will be considered a current charge on the next billing statement.

Locations with Medical Necessity

If a customer has provided the District with a letter from a licensed physician specifying that someone who resides at the residence has a life threatening medical condition, the District will make every effort:

1. Contact the customer by phone 48-hours prior to disconnect or provide the customer with a 48-hour shut-off notice.
2. If the customer is unable to pay the past due balance:
 - A. If customer can pay the past due balance within a week, extend the cutoff date until that time, or
 - B. Offer to amortize the amount owing on the account. The customer must follow the Amortization Policy.

Service Disconnection

1. Service shall be disconnected, if by the scheduled disconnection date the Past Due amount is not paid in full or an Amortization Agreement is not established.

- A. Regardless of whether personal contact is accomplished, the service may be disconnected without further notice;
 - B. Disconnection of the service will not occur:
 - 1) On any Friday, Saturday, Sunday, day preceding a Holiday, or at any time during which the District office is not open to the public;
 - 2) If the customer has signed a formal dispute regarding the amounts billed and a related investigation is ongoing; or
 - 3) If the customer has entered into an Amortization Agreement for the delinquent balance at least forty-eight (48) hours prior to the scheduled disconnection.
2. If payment is made at the District's office, payment center, on-line, or over the phone on the date of the scheduled service disconnection and District personnel are in route to disconnect the service, then a Counter Collection Fee will be charged to the account. At no time will a payment be collected in the field.
3. If payment is made using the District on-line bill payment method, there is no guarantee that the service will not be disconnected. It will be up to Management's discretion as to whether the re-connect fee will be required based on the payment amount and timing of the payment.

Payments Returned For Insufficient Funds

1. When a payment is returned to the District for Insufficient Funds, prior to the date the account, if past due, would have received a Notice of Disconnection, then as soon as practicable:
- A. A letter will be sent to the customer, informing them that the payment has been returned and the account has been assessed a Returned Payment Fee. The customer will also be informed that to avoid disconnection, the same payment method will not be accepted.
 - B. The letter will serve as a Notice of Disconnection, stating that if the delinquent amount is not paid within thirteen (13) days of issuance of the letter the electric service will be disconnected. The customer will also be informed that to avoid disconnection, the same payment method will not be accepted.
3. When a payment is returned to the District for Insufficient Funds, and the payment was received by the District for payment on an account that received a Notice of Disconnection, then as soon as practicable:

- A. The service shall be disconnected without further notice.
 - B. A letter will be sent to the customer, informing them that the payment has been returned, the account has been assessed a Returned Payment Fee, and the electric service has possibly been disconnected. The customer will also be informed that to reinstate service, the same payment method will not be accepted.
4. When a payment is returned to the District for Insufficient Funds, and the payment was received by the District for a commercial business account that received a 48-Hour Shut-Off Notice, then as soon as practicable:
- A. A letter will be sent to the customer, informing them that the payment has been returned, and the account has been assessed a Returned Payment Fee. The letter will also inform the customer that by separate action they may have already received a 48-Hour Shut-Off Notice. The customer will also be informed that to avoid disconnection, the same payment method will not be accepted.
 - B. A new 48-Hour Shut-Off Notice will also be issued, and include notification that to avoid disconnection, the same payment method will not be accepted.
5. If, in any twelve (12) month period, two (2) or more payments are returned to the District for insufficient funds for payment on the same account, then only cash, money order, or cashier's check will be accepted as payment on the account for twelve (12) months, unless a deposit is made on the account pursuant to the District's Utility Account Deposits Policy.

Amortization Agreement

1. To avoid disconnection, if eligible, a customer may request establishing an Amortization Agreement. Amortization Agreement must be requested prior to the disconnection date.

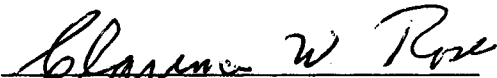
Billing Dispute

1. If a customer believes that their billing is in error and their concern is not resolved by verbal contact with District personnel, the customer should send a formal written complaint to the General Manager.
2. The formal complaint must be received prior to the Disconnection date specified on the Notice of Disconnection
3. The General Manager will respond to the complaint within ten business days of receipt of the complaint. The General Manager will decide the validity of the complaint and will have the authority to negotiate a settlement.

4. The customer may appeal the General Manager's decision to the Board of Directors. However, to maintain continuity of service during the appeal process, the customer must pay the disputed amount, which may be subject to a refund based on the Board's decision on the appeal.

Other

1. The Notice of Disconnection will state the amount that must be paid and the due date, to avoid additional charges or termination of service.
2. The time periods established above are minimum requirements. The General Manager is authorized to extend the time periods if, in his judgment, strict adherence to the time period is unsafe for the customer or District personnel, or if delays will reduce the District's net operating costs.
3. The Notice of Disconnection will inform the customer that the District has a list of agencies that may provide funding to eligible individuals in need of assistance.
4. Business days referred to above are those days when the District's office is open and available to the public.
5. Any account providing service to an agency of the State of California shall be granted an additional thirty (30) day grace period to any timeline established by this Policy


Clarence W. Rose, President