

Clay Battelle Public Service District (CBPSD)- Non-Profit Termination/Delinquent Account Policy (6.8)

The bill due date is the date CBPSD issues the water bills in any form (3.2.1). A minimum of a 20-day grace period is provided for payment to be RECEIVED at the CBPSD office at 186 Buckeye Road before a late fee of 10 (ten) percent will be accessed to any and all water use charges for the most current month billing cycle. As stated in the billing related dates policy- the payments must be received by the close of business for collections for the date posted on the bill (typically 2pm EST). This includes all methods of accepted payments (postal, Fedex, UPS, 24-hour drop slot, drive-thru, bank on-line payments, relatives/others dropping payment for customer). If using the Nexbill payment processing system either via phone or on-line the cut-off time could be 11:30 am EST. Payments postmarked by the last day to pay do NOT constitute a payment – it still must be received by the office by the date shown. Late Charges will not be waived for any payments received after the above stated times unless result of office error.

CBPSD will not discontinue service sooner than ten (10) days following the date that CBPSD has mailed the customer of record a written notice of scheduled termination of service. The notice will be issued via first class mail, address service requested. The written notice will become void if service has not been discontinued within thirty (30) days of date indicated on the notice.

FULL payment of the amount on the notice must be received by the CBPSD office at 186 Buckeye Road BEFORE the termination date. Therefore, payments should be made at the drive-thru or 24 hour drop off slot or via Nexbill phone/online payment system. The ten (10) days is calendar days- therefore does not exclude weekends or holiday and customers take a substantial risk of possible service termination by mailing or issuing a payment on-line via their bank system (the bank withdraws the funds from customer's bank account then issues a check to CBPSD then mails the payment at some point- often not the same day the customer initiated the payment).

Termination notices can be upsetting to receive. CBPSD is required to issue termination notices regardless of past payment history (even if never been late before, a notice must be issue providing the customer written notification that payment was not received by the date of all notices being issued (typically the next day after the last day to pay without a late charge.)

If the customer of record (please do not call on others' behalf unless a power of attorney document exist for the customer) believes the termination notice is in error, please contact the office to verify whether payment was received. Please have the check number, amount, date issued, or copy of stamped receipt, account number available before calling. Perhaps the termination notice and check crossed in the mail. Also, a customer can sign their water account up at Nexbill payment processing service and get up to date balances even if not using the payment processing service (balances are sent to Nexbill by CBPSD office staff at various intervals during CBPSD business hours).

Prior to disconnecting water service for non-payment of a water bill two (2) attempts to notify by personal contact will be made on two (2) separate business days at least twenty-four (24) hours prior to the scheduled termination unless it is reasonably

established that the premises are not permanently inhabited. The inability to make personal contact shall not prevent CBPSD from terminating service. These attempts will be made via phone calls and in some cases emails. It is the customer's responsibility to have valid phone number on file with the CBPSD office. Please note- these are attempts- actual contact is not required. So please do not ignore the phone calls and/or messages or caller ID (often voice mail is not set up by customers) thinking that CBPSD will make another attempt before disconnecting.

If a customer receives a termination notice, it is not necessary to contact the office to notify of an intent to pay the bill. We cannot and will not go by intent. Only a bona fide payment in full of the delinquent amount by the date stated will stop service termination. CBPSD accepts the following forms of payment: cash, check, money order. Credit and/or debit cards are accepted via the Nexbill payment processor. CBPSD does not accept payment vouchers or other promises to pay. Special rules apply to accounts that have had returned checks for NSF posted to their accounts (see policy). CBPSD may refuse large denomination bills and large quantities of rolled or loose change. (3.10)

Please do not contact CBPSD to request an extension. CBPSD does not authorize extension of the termination date. Payments must cover at a minimum the full past due balance plus any late charge that was added after the grace period or disconnection will be scheduled.

Service will not be discontinued on a Saturday, Sunday or any day that is a federal or state holiday, a day on which the CBPSD office is not typically open to accept payment, or on the day before such days, unless an emergency exists.

CBPSD staff does NOT accept payment at the customer's premise or any other location in lieu of discontinuing service for the delinquent water bill.

Once the CBPSD staff has been dispatched to terminate water service; at minimum the administrative fee will be charged to customers accounts, even if the service is not terminated (example: service department delays for customer to go to office to pay within next hour or customer pays via the Nexbill payment processor after the service department is dispatched).

Disconnections will be made between 8am-4pm.

If a customer qualifies, they can enter into a deferred payment agreement (see separate deferred payment policy & guidelines. This signed agreement must be agreed upon and enacted prior to the date listed on the termination notice. Refer the deferred payment policy for additional details.

If a customer is issued a termination notice and to avoid such termination, makes a payment by check which is dishonored by the bank, CBPSD will terminate service after mailing the customer at least five (5) days (excluding Saturday, Sunday, legal holiday) a notification of the returned check. In lieu of mailing the notice CBPSD will attempt to contact the customer in person, by phone or email regarding the returned check, If the customer reached, the customer would then have twenty-four (24) hours to "make good" on the returned check before service is turned off. IF, however, CBPSD staff contacts the bank issuing the check prior to deposit and is told the check will not clear- the scheduled termination will occur. The office staff will attempt to reach the customer to

notify them about the check not being credited to the account. If the customer has been notified prior that checks cannot be accepted on the account for a twelve (12) month period or in some cases, permanently (see returned check policy); the check will not be credited to the account and the scheduled termination will occur without additional attempts to reach the customer.

If service is terminated for non-payment, the customer must pay, at minimum, the full delinquent amount, including late fees and a reconnection fee. The customer may also be required to pay a security deposit if none exists for the customer. If the customer has already established a security deposit but amount is lower than the current deposit required based on the customer's classification of service, the customer must pay the difference in deposit to bring amount to the current required level. Payment of the total is required in full before service is restored.

If a customer is paying via the Nexbill payment processing center after service disconnection has occurred, please contact the CBPSD water office prior to making a payment because required additional fees may still need to be added to the account. In addition, there could be a delay between the time the payment is made and the CBPSD office staff seeing and identifying the payment as a payment for disconnected service- thereby resulting in possible delay of re-establishing the customer's water service.

Once a disconnected customer has paid the delinquency in full, CBPSD will restore the service as soon as possible but no later than twenty-four (24) hours from the time the customer pays all the amounts and the CPBSD office staff has received the payment (customer can't drop off payment after hours, on weekend or holiday and expect the service to be restored within 24 hours because staff was not on-site to confirm receipt of payment).

If the service is terminated because of nonpayment of sewer service, the customer has with the Town of Blacksville or Pennsylvania Sewer. The customer must contact that agency directly, as that agency was responsible for all the notifications and has their own policies. CBPSD will not turn on the service until a representative from the town/agency has authorized CBPSD to do so.

If the delinquent amount and applicable fees are not paid within a timely manner after disconnection has occurred, CBPSD may require the full balance due on the account to be paid before restoring service. CBPSD may elect shortly after disconnect service (if it is believed the customer may have moved or is unreachable via phone) to apply any security deposits currently held on the customer's account and either bill or refund the customer the difference without additional notice. If this occurs, and the customer then returns for service, the customer must first pay any balances, the reconnection fee and re-established the current amount required for a new security deposit. CBPSD may also require a new service application with updated information if staff deem it necessary.

Customers should pay all water charges in full even if they decided to move rather than paying to restore service. CBPSD does submit unpaid balances, after any security deposit is applied to the Monongalia Magistrate Court for further processing. There are additional court fees which can be significant. CBPSD will also place a statutory lien on the property if the customer owns the property.

Customers that decide to tamper with the service by attempting to turn the water back on by cutting off the lock or installing a spacer “jumper” are advised this is a violation of both federal and state law. If attempted or actual tampering is found, no questions will be asked, the customer will be billed for any and all damages and the proper authorities will be contacted for arrest and prosecution if the tampering continues, CBPSD may disconnect the service at the main, which will result in additional charges for labor and equipment (estimated \$1800.00).

Where (1) conditions hazardous to life or property are found to exist on the customer’s premise (2) the CBPSD regulating, measuring or distribution equipment or facilities have been tampered with, or (3) the customer’s premises have been condemned through a condemnation proceeding under the laws of the state, the water may be shut off without notice in advance.

CBPSD staff do not like to perform termination of accounts for delinquent bills. CBPSD is a non-profit utility. CBPSD must follow WVPSC rules in regard to delinquent accounts and terminating service in order to ensure that all customers are treated equally.

Policy was last reviewed, and any updates approved as of 10/24/23; 12/1/2021