

SUBJECT: Discontinuation of Service; Notice; Applicability; Appeal Procedure; and Theft of Service

RESPONSIBILITY: General Manager

PROCEDURE:

(A) NOTICE: In accordance with Neb. Rev. Stat. section 70-1606 (Reissue 1990), as amended, a disconnect notice will be mailed to the delinquent consumer requiring payment within ten (10) days. Said disconnect notice shall contain the following information:

- 1) the reason for the proposed disconnection;
- 2) a statement of intention to disconnect unless the delinquent consumer either pays the bill or reaches an agreement with the District regarding payment of the bill;
- 3) the date upon which service will be disconnected if the delinquent consumer does not take appropriate action;
- 4) the name, address and telephone number of the District's employee or department to whom the delinquent consumer may address any inquiry or complaint;
- 5) the delinquent consumer's right, prior to the disconnection date, to request a conference regarding any dispute over such proposed disconnection;
- 6) a statement that the District may not disconnect service pending the conclusion of the conference;
- 7) a statement to the effect that disconnection shall be postponed or prevented upon presentation of a duly licensed physician's, physician assistant's, or advanced practice registered nurse's certificate which shall certify that a delinquent consumer or resident within such delinquent consumer's household has an existing illness or handicap which would cause such delinquent consumer or resident located within the delinquent consumer's household to suffer an immediate and serious health hazard by the disconnection of the District's service to that household. Such certificate shall be filed with the District within five (5) days of receiving notice under this policy, excluding holidays and weekends, and will prevent the disconnection of the District's service for a period of at least thirty (30) days from such filing. Only one (1) postponement of disconnection shall be required under this subsection for each incident of nonpayment of any past due account;
- 8) the amount of the delinquent bill, the amount of the late penalty fee, and the cost that will be borne by the delinquent consumer for restoration of service;
- 9) a statement that the delinquent consumer may arrange with the District for an installment payment plan; and
- 10) a statement to the effect that those delinquent consumers who are welfare recipients may qualify for assistance in payment of their utility bill and that they should contact their caseworker in that regard.

(B) APPEAL: If a delinquent consumer desires to address an oral or written inquiry or complaint pursuant to subparagraph 4) above, the name, address and telephone number of the District's "employee" to whom said oral or written inquiry or complaint may be made shall be:

Manager of Finance and Administration
North Central Public Power District

PO Box 90
Creighton NE 68729

Said "employee", upon written notification by any delinquent consumer setting forth the reasons for said delinquent consumer's dispute of the proposed disconnection by the District and the relief requested, shall schedule a conference, hear any testimony and evidence presented, and shall decide all matters disputed at said conference by the delinquent consumer. The subjects to be heard at the conference shall include all matters related to the disputed bill. Upon receipt of written notice to the employee by the delinquent consumer, the employee shall:

- 1) notify the delinquent consumer in writing of the time, place and date scheduled for the conference, and
- 2) hold a conference within fourteen (14) days of the receipt of the delinquent consumers' request.

Said conference shall be informal and not governed by the Nebraska evidence rules. If the "employee" determines at the conference that the delinquent consumer did not receive proper notice or was denied any other right afforded under the laws of the State of Nebraska, the "employee" shall recess and continue the conference at such time as the delinquent consumer has been afforded his or her rights. The failure of the delinquent consumer to attend any scheduled conference shall specifically relive the District of any further action prior to the actual disconnection of service. If a delinquent consumer contacts the District prior to the scheduled conference and demonstrates that failure to attend is for a legitimate reason, the District shall make a reasonable effort to reschedule the conference.

The said "employee" of the District shall, based solely on the evidence presented at the conference, affirm, reverse or modify any decision by the District involving a disputed bill which results in a threatened disconnection of utility service. The said employee shall allow termination of utility service only as a measure of last resort after the District has exhausted all other remedies less drastic than termination.

(C) APPEAL; HEARING; PROCEDURE: Any delinquent consumer may appeal an adverse decision of the District's "employee" to the General Manager of the District. Any said appeal must be in writing and must be received by the General Manager within fifteen (15) days from the mailing of the written decision of the utility's "employee" as designated above. Upon the receipt of a written request, the General Manager shall forward a copy of the appeal procedure to the delinquent consumer to be utilized at the appeal hearing.

At any appeal hearing held pursuant to this policy, the delinquent consumer may:

- 1) be represented by legal counsel or other representative or spokesperson;
- 2) examine and copy, not less than three (3) business days prior to such hearing, the District's file and records pertaining to all matters directly relevant to the dispute or utilized in any way by the District in reaching the decision to propose disconnection of service or to take other action which is the subject of the hearing;
- 3) present witnesses and offer evidence; and
- 4) confront and cross-examine such other witnesses as may appear and testify at the hearing and make or have record of the proceedings at the sole expense of the delinquent consumer.

Pursuant to any written appeal filed pursuant to this policy, the General Manager shall notify the delinquent consumer, in writing, of the time, place and date scheduled for such appeal hearing. For purposes of any appeal hearing as set forth under this policy, the General Manager may appoint the attorney for the District as a hearing officer to take testimony and evidence and generally conduct the said appeal hearing.

(D) APPLICABILITY: The procedures set forth under this policy shall specifically not apply to any disconnection or interruptions of services made necessary by the District for reasons of repair or maintenance or to protect the health or safety of any consumer of the District or of the general public.

(E) DISCONNECTION PROCEDURE AND APPLICABLE FEES:

- 1) If the payment is not received by the date specified in the disconnect notice, the account will be disconnected for nonpayment and a charge of \$20.00 will be added to the delinquent bill.
- 2) If a District employee is on the consumer's premises for the purpose of disconnecting the service and the consumer requests to pay the bill in full to avoid the disconnection, a fee of \$20.00 shall be added to the delinquent balance to offset collection expenses. The entire delinquent balance must be paid to the employee or an arrangement for payments must be made between the consumer and the District office if the consumer wishes the service to be left connected.
- 3) Once an account has been disconnected for nonpayment one or more of the following fees shall be added to the delinquent balance and paid in full before service will be reconnected:

Disconnect Charge \$60.00

Reconnect Charge \$60.00

Facility Charge and Energy usage up to current meter reading, if applicable Security deposits may be the larger of 1) the amount listed below for each applicable service class, or 2) two times the highest of the twelve (12) previous monthly billings or annual billing.

Service Classes:

Residential (single phase)	\$400
Residential (three phase)	\$800
Commercial (single phase).....	\$400
Commercial (three phase)	\$800
Large Power	\$1,000
Seasonal (single phase)	\$400
Seasonal (three phase).....	\$800
Irrigation (Pivot Drive – Service with 15 HP or less motor)	\$500
Irrigation (Service with larger than 15 HP motor).....	\$2,000

(F) THEFT OF SERVICE: In the case of tampering with a meter installation, a demand meter reset seal or load management switch, or the interfering with the proper operation of a meter, demand reset button or load management switch, or any theft of service by any person, or evidence of such tampering, interference, theft, or service diversion by any person, including intentional falsification of meter readings, shall constitute theft of electrical service and subject the service to immediate disconnection. Theft of service may lead to criminal prosecution and/or civil

action for actual or liquidated damages, costs and attorney fees. (Nebraska Revised State Statutes Sections 28-515 Reissued 2008)).

Before electrical service will be restored the customer shall pay the following amounts:

- 1) all unrecorded power and energy costs per the applicable rate, if known, or an estimated amount as determined by the District,
- 2) disconnection fee, reconnection fee, meter reading fee, and all other applicable fees,
- 3) and shall include, but not be limited to, repairs and replacement expenses as a result of the theft of service or tampering.
- 4) In the event any load control switch or its associated components for the service are tampered with which could prevent said switch from working as designed, the consumer shall be responsible for all charges in 2) and 3) above and shall be charged for all electrical energy (kWh) for the current irrigation season at the No Control rate as per the consumer's irrigation contract. In addition to the above, the facility charge for the current irrigation season in effect shall be increased from that of the current irrigation rate schedule to the No Control rate schedule. Once service is reconnected, the irrigation account(s) affected shall remain on the irrigation service rate schedule selected by contract for the remainder of the current irrigation season.
- 5) In the case of the tampering with a demand reset seal or button on the meter, the meter may be disconnected and the person whose name appears on the irrigation contract may be required to pay a \$500.00 reconnect fee and/or the well may be subject to a demand surcharge of up to 200% of the facility charge in the subsequent irrigation season.
- 6) Nothing in this section shall preclude North Central Public Power District from pursuing any and all remedies available to it under the laws of the State of Nebraska.

Disclaimer: The Board of Directors of North Central Public Power District reserves the right to amend or rescind this policy at any time.

Date Adopted:	01-20-97	Date Revised:	12-16-02	Date Revised:	01-21-08
Date Revised:	08-18-97	Date Revised:	05-19-03	Date Reviewed:	12-15-08
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Date Revised:	05-17-99	Date Reviewed:	12-19-05	Date Revised:	05-21-12
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Secretary: 