

**ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT
BOARD OF COMMISSIONERS MEETING**

Tuesday November 26, 2024. 9:00 AM

Zoom

<https://us02web.zoom.us/j/89349019771?pwd=7PaC5pF2U9rR1WVuDTeZKaYBhbl1sC.1>

Domestic Water Supply District Meeting

- I. **Call to Order** Chris
- II. **Cooper's Appeal (Action)** Chris
 - A. **Appeal Consideration**
 - B. **Payment Plan Duration – 12 months or longer?**
- III. **Adjournment**

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Public Utility Commission

Chapter 860

[Division 36](#)

[WATER UTILITIES](#)

860-036-1420

Time-Payment Plans for Residential Water Service

(1) A water utility must offer time-payment plans to allow a customer to pay past-due amounts over a period of time, unless the amounts owing relate to theft of service, tampering, unauthorized use of water, or failure to abide by the terms of a time-payment plan. The customer must make the initial payment within one business day of agreeing to the time-payment plan.

(2) A water utility must offer time-payment plans to:

(a) A current residential customer with past-due amounts; and

(b) A residential customer whose service was voluntarily disconnected and who reapplies for service within 20 calendar days of disconnection.

(3) A water utility must offer the customer the option to choose between a levelized-pay arrearage plan and an equal-pay arrearage plan:

(a) A customer who selects a levelized-pay arrearage plan must make an initial payment equal to one-twelfth of the sum of the average annual bill and past-due balance. The customer will make a like payment each month for the next 11 months. The water utility must review the levelized-pay arrearage plan within four to six months of the agreement and modify payments if there is a change in rates or significant variations in the amount of water consumed by the customer.

(b) A customer who selects an equal-pay arrearage plan must make an initial payment equal to one-twelfth the account amount and a like payment for each of the next 11 months, plus pay monthly amounts billed for current usage.

(4) The water utility and customer may agree to an alternate time-payment plan provided the utility informs the customer of the options in section (3) of this rule.

(5) Upon request, a water utility must provide a written explanation of the terms of an agreed-upon time-payment plan.

(6) If the customer changes residence within the water utility's service area during a time-payment plan, the terms of the time-payment plan continue.

(7) A customer's failure to abide by the terms of a time-payment plan agreement is grounds for disconnection after providing notice as required by OAR 860-036-1510(4)(b).

Statutory/Other Authority: ORS 183, 756 & 757

Statutes/Other Implemented: ORS 756.040

History:

PUC 1-2017, f. & cert. ef. 1-24-17

Please use [this link](#) to bookmark or link to this rule.

v2.0.12



Arch Cape Domestic Water Supply District

Payment Plan Agreement

32065 E. Shingle Mill Lane, Arch Cape OR 97102
Phone: (503) 436-2790 | archcapebilling@gmail.com

1. CUSTOMER INFORMATION

CUSTOMER NAME (OWNER OF PROPERTY)		SERVICE ADDRESS	
EMAIL ADDRESS	PHONE	ACCOUNT NUMBER	

2. PLAN TERMS

TYPE OF ARREARAGE PLAN SELECTED: LEVELIZED-PAY OR EQUAL-PAY: _____

ACCOUNT AMOUNT DUE	INITIAL PAYMENT AMOUNT	MONTHLY PAYMENT DUE DATE	TERM (in months)	INITIAL PAYMENT DUE DATE

I hereby agree to pay the Arch Cape Domestic Water Supply District according to the Agreement Terms. Payment, in the amount specified, will be made on or before the due date stated above, along with paying current and future utility bills by their stated due dates.

Failure to make each payment as agreed or not paying current and future utility bills, by their due dates, may result in the disconnection of utility service. If Customer defaults on Payment Plan, the full balance of the account will become due and must be paid, before service is restored.

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I FULLY UNDERSTAND AND WILL COMPLY WITH THE PAYMENT AGREEMENT AND TERMS OF AGREEMENT.

Customer's Signature (Owner of Property)

Date

Please sign and return original; keep a copy for your records.
Agreement will become effective upon receipt.

Payment Plan Program Terms & Conditions

The customer will choose between a levelized-pay arrearage plan and an equal-pay arrearage plan:

- (1) A customer who selects a levelized-pay arrearage plan must make an initial payment equal to one-twelfth of the sum of the average annual bill and past-due account balance. The customer will make a like payment each month for the next 11 months. The water utility will review the levelized-pay arrearage plan within four to six months of the agreement and modify payments if there is a change in rates or significant variations in the amount of water consumed by the customer.
- (2) A customer who selects an equal-pay arrearage plan must make an initial payment equal to one-twelfth the account amount and a like payment for each of the next 11 months, plus pay monthly amounts billed for current usage.
- (3) If the customer changes residence within the water utility's service area during a time-payment plan, the terms of the time-payment plan continue.
- (4) A customer's failure to abide by the terms of a time-payment plan agreement is grounds for disconnection after providing notice as required by OAR 860-036-1510(4)(b).
- (5) If ownership of the customer's property changes, the payment plan will be terminated and the account balance due in full.