

**PUBLIC UTILITY DISTRICT NO. 1 OF  
WAHAKIYAKUM COUNTY**

**ESTABLISHING SERVICE POLICIES**

**REGULATING THE CONDITIONS OF SERVICE, USE, AND SALE OF ELECTRIC  
SERVICE**

**DEFINING OFFENSES AND PRESCRIBING PENALTIES**

Effective on or after May 1, 2001  
Resolution No. 1031

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**PUBLIC UTILITY DISTRICT NO. 1 OF  
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## **GENERAL**

### **SECTION 1. SCOPE**

The service policies are a part of all contracts, whether oral or written, for delivery of electric energy. Copies of the service policies and rates shall be available for inspection in the office of the District.

### **SECTION 2. CONDITION AND USE OF SERVICE**

The service policies, and conditions for electric service specified in this policy are subject to change by order of the District's Commissioners.

The District's rates are based upon the furnishing of electric service to a customer at a single point of delivery through a single meter. When optional rate schedules are available, the customer may not change from one rate schedule to another more frequently than once in any 12 month period.

When electric service is provided through one meter which serves multiple classes of service, the higher rate shall apply. If several buildings are occupied and used by one customer in a single business or other activity, the District may furnish electric service for the entire group of buildings at one point of delivery provided all such buildings are located on contiguous property and not divided by other ownership's, streets, roads, alleys, or other public thoroughfares.

Electric service shall be supplied only under and pursuant to this resolution, and any modification thereto made, and under such applicable rate schedule or schedules as may from time to time be adopted by the District. Electric service shall be used by the customer only for the purposes specified in the service agreement and applicable rate schedule or schedules.

No customer shall connect his/her service with that of another person, or in any way resell, rebill or supply any other person or premises with electric current through his/her service unless covered by the terms of a written contract with the District.

The District, when considered appropriate, may modify existing policies and adopt new policies relating to the conditions under which electric service will be provided. These policies include, but are not limited to, account service charge, new service connection fee and reconnection fee, customer contributions in aid of construction, temporary service charges, revenue guarantees, seasonal charges, facility charges, and allowable expenditures covering various classes of customers.

Such policy statements shall be available to applicants or customers upon request and shall be on file in District offices.

### **SECTION 3. DEFINITIONS**

The following terms when used in this resolution and in the application or agreement for electric service shall have the meanings given below unless otherwise indicated.

- a. Customer: Any person, partnership, firm, corporation, organization, municipality, governmental agency, etc., who is supplied with electric service from the District at each separate location.
- b. Customer Facility: Building, structure or equipment, capable of using electric energy, that has electric service by the District or for which a customer requested electric service by the District.
- c. Demand: The rate of delivery of electric energy, measured in kilowatts (kW), over a fixed time period (15 minutes unless otherwise specified).
- d. District: Public Utility District No. 1 of Wahkiakum County, Washington, also known as Wahkiakum PUD
- e. Duplex: A detached building containing two dwelling units.
- f. Dwelling Unit: A single unit providing complete independent living facilities for one or more persons, including provisions for living, sleeping, eating, cooking, and sanitation.
- g. Electric Service: The availability of electric energy at the point of delivery for use by the customer, whether or not electric energy is actually used.
- h. Energy: Electric energy, measured in kilowatt-hours (kWh).
- i. Mobile Home Park: A park that accommodates mobile homes. A mobile home is a residence with a minimum of 600 square feet of floor space. It does have the potential of being transportable and requires special moving equipment and permits. The electrical connection for each unit is 50 amperes or more capacity.
- j. Month: An interval of approximately 30 days between successive designated meter reading dates.
- k. Multiple Dwelling Building: Any building or any portion of the building which contains three or more dwelling units used, rented, leased, let, or hired out to be occupied, or which are occupied and having provisions for living, sleeping, eating, cooking, and sanitation.
- l. Permanent: Permanent service is electric service to a facility constructed to and/or located by applicable code and ordinance requirements with associated permits on the customer's property (taxpayer of county record), and requiring continuous electric service sufficient to amortize

District investment in facilities. In the event a facility does not clearly fall within the above category, the District's decision shall be conclusive.

- m. Point of Delivery: That point where the District owned and maintained conductors connect to a customer's owned and maintained conductors. The point of delivery location for specific types of services shall be as detailed in the District's individual services policies.
- n. Premises: All of the real property at a single geographic location utilized by a customer.
- o. Primary: Service or facilities constructed to operate at greater than 600 volts.
- p. Residence: A single family dwelling.
- q. Secondary: Service or facilities constructed to operate at less than 600 volts.
- r. Service, Services, Service Lines: Facilities of the District, excluding transformers and meters, between the District's transmission or distribution system and the point of delivery to the customer.
- s. System Capacity: The District's system capacity required to serve the customer's load as determined by the District Engineering department and be to the nearest District standard transformer size, or if circumstances dictate the customer's requested connected load KVA may be used.
- t. Temporary: Temporary service is electric service which will be required for a period not to exceed five years. Examples include, but are not limited to, gravel pits, carnivals, circuses, Christmas tree lots, Fourth of July fireworks stands, service for construction power, etc. In the event a facility does not clearly fall within the above category, the District's decision shall be conclusive.
- u. Water Systems: The PUD operates active water systems of which the Puget Island Water System and the Western Wahkiakum Water System are two class A systems.
- v. Water Delivery: The PUD does not provide sufficient pressure or volume for fire flow on any of its water systems.
- w. Water Measurement: District water sales are measured in cubic feet with 1 cubic foot equal to 7.48051948 gallons.
- x. Field Contact Fee: Representative sent to disconnect service or to notify of pending disconnection.

## **Section 4**

### **IDENTITY THEFT PREVENTION POLICY**

The Fair Credit Reporting Act (FCRA), as amended by Sections 114 and 315 of the Fair and Accurate Credit Transactions Act (FACTA), requires creditors, including utility providers, to develop and implement an Identity Theft Prevention Program. All organizations that extend credit must comply with this regulation which is intended to identify, mitigate, and prevent identity theft. Public Utility District No. 1 of Wahkiakum County (the District) is implementing the following Identify Theft Prevention effective November 1, 2008.

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## DEFINITIONS

1. For purposes of this policy, the term “*Covered Account*” is defined as an account that the District offers or maintains, primarily for personal, family or household purposes, that invoices or is designed to permit multiple payments or transactions and any other account that the District offers or maintains for which there is a reasonably foreseeable risk to customers or the safety and soundness of the District’s from identity theft, including financial, operational, compliance, reputation, or litigation risks.
2. For purposes of this policy, the term “*Identity Theft*” means a fraud committed or attempted using identifying information of another person without authority.
3. For purposes of this policy, the term “Red Flag” means a pattern, practice, or specific activity that indicates the possible existence of identify theft.

## **INCORPORATION OF EXISTING POLICY AND PROCEDURE**

The following policy and procedure already in place at the District is specifically incorporated herein (see attached) and will continue to operate in conjunction with the Identify Theft Prevention Policy to achieve its stated purpose:

Policy: Public Utility District No. 1 of Wahkiakum County; Establishing Service Policies, Regulating the Conditions of Service, Use and Sale of Electric Service, Defining Offenses and Prescribed Offenses and Prescribing Penalties; “*Section 7: Application for Service*”.

## **IDENTIFICATION OF RELEVANT RED FLAGS**

After examination of the District's accounts, including methods by which we open, access, and past experience with suspected identity theft, the following events/occurrences reasonably indicate the potential for identity theft and should be considered "Red Flags" for purposes of this policy:

- A. Alerts, notifications, or other warnings received from consumer reporting agencies or service providers, such as fraud detections services; Example: Consumer reporting agency provides a notice of address discrepancy.
  
- B. The presentation of suspicious documents, such as:
  - a. Documents provided for identification appear to have been altered or forged;
  - b. The photograph or physical description on the identification is not consistent with the appearance of the applicant or customer opening the covered account or presenting the identification;
  - c. Other information on the identification is not consistent with information provided by the person opening a new covered account or presenting the identification;
  - d. Other information on the identification is not consistent with readily accessible information that is on file with the District;
  - e. An application for service appears to be altered or forged, or gives the appearance of having been destroyed and reassembled.
  
- C. The presentation of suspicious personal identifying information, such as a suspicious address change;
  - a. Personal identifying information provided by the applicant is inconsistent with other personal identifying information provided by the Customer.
  - b. Personal identifying information provided by the applicant is associated with known fraudulent activity as indicated by internal or third-party sources used by the District. For example:
    - i. The address on an application is the same as the address provided on a fraudulent application; or
    - ii. The phone number on an application is the same as the number provided on a fraudulent application; or
    - iii. The social security number on an application is the same as the number provided on a fraudulent application;
  - c. Personal identifying information provided by the applicant is of a type commonly associated with fraudulent activity as indicated by internal or third-party sources. For example:
    - i. The address on an application is fictitious, a mail drop, or a prison; or
    - ii. The phone number is invalid.
  - d. The social security number provided by the applicant is the same as other customers.
  - e. The address or telephone number provided by the applicant is the same as or similar to the address or telephone number submitted by an unusually large number of other persons opening accounts or other customers.

- f. The applicant fails to provide all required personal identifying information on an application or in response to notification that the application is incomplete.
  - g. Personal identifying information provided by the applicant is not consistent with personal identifying information that is on file with the District.
  - h. If the District uses challenge questions, the person applying for service cannot provide authenticating information beyond that which is generally available from the wallet.
- D. The unusual use of, or other suspicious activity related to, a covered account:
- a. Shortly following a notice of a change of address for a covered account, the District receives a request for the addition of authorized users on the account.
  - b. The customer fails to make the first payment or makes initial payment but no subsequent payments.
  - c. A covered account is used in a manner that is not consistent with established patterns of activity on the account. For example:
    - i. Non-payment when there is no history of late or missed payment;
    - ii. A material increase in electric or water usage;
    - iii. A material change in payment patterns;
    - iv. A material change in telephone call patterns association with the account.
  - d. A covered account that has a relative lengthy period of history of very little electric or water usage suddenly experiences a large volume of usage.
  - e. Mail sent to a customer is returned repeatedly as undeliverable although transactions continue to be conducted in connection with the customer's covered account.
  - f. The District is notified that the customer is not receiving paper account statements.
  - g. The District is notified of unauthorized transactions in connection with a customer's account.
- E. Notice from customers, victims of identity theft, law enforcement authorities, or other persons regarding possible identity theft in connection with covered accounts held by the District:
- a. The District is notified by a customer, a victim of identity theft, a law enforcement authority, or any other person that it has opened a fraudulent account for a person engaged in identity theft.

## **DETECTION, PREVENTION AND MITIGATION**

### Detection:

In an effort to ensure proper detection of any Red Flags, all customers must provide at least the following information/documentation before any new covered account will be opened;

1. Full name;
2. Date of Birth;
3. Physical address where service is to be provided and mailing address;
4. Identification number (For a U.S. resident: A government-issued document evidencing residence and bearing a photograph or similar safeguard; or for non-U.S. person: An alien identification card number or any other government issued card {bearing country of origin} evidencing nationality or residence and bearing a photograph or similar safeguard.)

### Preventing and Mitigating Identity Theft:

In the event a Red Flag is detected, the District is committed to preventing the occurrence of identity theft and taking the appropriate steps to mitigate any harm caused thereby. In order to respond appropriately to the detection of a Red Flag, the District shall consider any aggravating circumstance(s) that may heighten the risk of identity theft. After assessing the degree of risk posed, the District will respond to the Red Flag in an appropriate manner, which may include but is not limited to:

1. Monitoring a covered account for evidence of identity theft;
2. Contacting the customer;
3. Changing any passwords, security codes, or other security devices that permit access to a covered account;
4. Reopening a covered account with a new account number;
5. Not opening a new covered account;
6. Not attempting to collect on a covered account or sending the unpaid charges to a debt collector;
7. Notifying law enforcement; or
8. Determining that no response is warranted under the particular circumstance.

For the protection of our customers, all services providers hired by the District to perform any activity in connection with any covered account must also take appropriate steps to prevent identity theft.

## **PROGRAM UPDATES**

The District is committed to maintaining an Identity Theft Prevention Policy that is current with the ever-changing crime of identity theft. To that end, the District will reassess this policy on an annual basis. In reassessing this policy, the District will add or delete Red Flags in Section 3, as necessary, to reflect changes in risks to customers or to the safety and soundness of the District from identity theft. The determination to make changes to this policy will be within the discretion of the responsible parties, identified in Section 7 of this policy, but after careful consideration of the following:

1. The District's past experience(s) with identity theft;
2. Changes in methods of identity theft;
3. Changes in methods to detect, prevent, and mitigate identity theft;
4. Changes in the types of accounts that the District offers or maintains; and
5. Changes in the business arrangements of the District, including mergers, acquisitions, alliances, joint ventures, and service provider arrangements.

## **OTHER LEGAL REQUIREMENTS**

The District shall comply with the prohibitions in 15 U.S.C. 1681m on the sale, transfer, or placement for collection of certain debts resulting from identity theft.

The District shall comply with any requirements for furnishers of information to consumer reporting agencies under 15 U.S.C. 1681s-2, for example, to correct or update inaccurate or incomplete information, and to not report information that the furnisher has reasonable cause to believe is inaccurate.

**ADMINISTRATION**

By signing below the General Manager of Public Utility District No. 1 of Wahkiakum County acknowledges that the District will be responsible for overseeing the implementation, management, and updating of this new policy and shall have the following responsibilities:

1. Assign specific responsibility for the program's implementation, including appropriate training for staff;
  - a. At least annually, the assigned staff person must report to the District's Board of Commissioners and provide an update on the policy's effectiveness, any service provider arrangements, and significant incidents involving identity theft and the District's response, and recommendations for ways to improve the program.
  
2. Review reports prepared by staff to ensure that the District remains compliant with its legal responsibility to maintain an Identity Theft Prevention Program; and
  
3. Approve material changes to this program as necessary to address changing identity theft risks.

\_\_\_\_\_  
David R. Trambly, General Manager

\_\_\_\_\_  
Date



## **CUSTOMER ACCOUNTS**

### **SECTION 7. APPLICATION FOR SERVICE**

Customers desiring electric service must contact the District to request service and may be required to sign the District's electric service contract or other evidence of agreement before electric service is supplied by the District.

Each applicant for electric service shall provide to the District the electrical load characteristics, voltage required, and the purpose for which electric service is to be used.

The District shall require that the applicant or customer present identification satisfactory to the District before receiving electric service. The District may also require information establishing acceptable credit status.

In the absence of an application for electric service, the delivery of electric service by the District and the acceptance thereof by the customer shall be considered to constitute a contract between the customer and the District for electric service under the applicable rate schedule and policies of the District.

Electric service may be supplied to customers not coming within the scope of the regular rate schedules of the District provided that such service shall be covered by special contract. No such contract or any modification thereof shall be binding upon the District until executed by its duly authorized representative; if executed, it shall be binding upon heirs, administrators, executors, and assigns of the parties thereto. Transfer or assignment of term contracts must first be approved by the District and shall be limited to owner(s), purchaser(s), or long term lessee(s) of the premises served. All conditions of the original contract shall be applicable to successors or assignees.

### **SECTION 8. EFFECTIVE DATE OF SERVICE**

Subject to Section 7, all contracts shall be effective the date of signing by the applicant or customer and acceptance by the District; however, if the District is unable to obtain the necessary operating rights, the contract may be cancelled.

Except as otherwise provided in special contracts, the District's rates or minimum charges shall commence the date that electric service is first made available to the applicant or customer.

Installation of District facilities will be scheduled as near as possible to the date electric service is required by the applicant or customer. It shall be the District's option to schedule major projects in advance of the date electric service is required by the applicant or customer and delay billing of the applicable charges so as to coincide with the applicant's or customer's electric service requirements.

In the event the applicant or customer desires to cancel or delay his/her service Connection; he/she may do so at no cost provided notice is given to the District

30 days prior to construction or installation of facilities by the District and no expense has been incurred by the District.

In the event an applicant or customer cancels his/her contract prior to installation or facilities by the District, and the District has ordered or purchased special equipment to serve the applicant or customer, the applicant or customer shall be obligated to pay the District for any loss incurred.

If for any reason the installation of facilities of the District is delayed by more than ninety (90) days after the applicant or customer has been notified of the cost, contract shall become null and void.

## **SECTION 9. RENTAL PROPERTY**

Continuity of electric service to rental residential property may be provided under special agreement between the District and the landlord.

## **SECTION 10. SERVICE CHARGES**

### **A. Account Service Charges**

- [1] An account service charge shall be paid by each applicant for electric service, including changing of an existing account into a new customer's name.

Payment shall be required at the time of application for electric service and in the amount specified in the District's Fee Schedule.

- [2] The account service charge shall not be applicable to applicants or customers for electric service in the following conditions:
- a. A new or separate account established for the convenience of the District.
  - b. Additional electric service or meter is to be billed on an existing account number.
  - c. Name change involving conditions where a wife applies for her husband's account, or where a husband assumes his wife's account, etc., provided such change does not require a special reading, connection, or reconnection of the meter.
  - d. When an account is placed in the name of an estate, provided such change does not require a special reading, connection, or reconnection.
  - e. When an owner assumes temporary responsibility through a continuity of service agreement for electric service to rental property that may be used while the premises are vacant.
  - f. When a temporary, seasonal, or other charge greater than the account service charge is applicable.
  - g. When the account is initiated and a connection fee is applicable.

- [3] The account service charge is nonrefundable, and any extension of payment granted by the District beyond the date of application shall not exceed ten days after the date of application for electric service by the applicant or customer. Nonpayment of the account service charge which results in the disconnection of electric service shall require payment of the account service charge, past due charges, and the reconnection charge before service is reconnected.

#### B. Seasonal Service Fee

Seasonal service shall consist of reestablishment of Electric Service to the same customer at the same location within twelve (12) months.

There shall be a charge for the District to maintain electric service facilities to an account while a customer has that account discontinued. This charge shall be on a per month basis with a maximum limit as specified in the District Fee Schedule. Fee shall be calculated to the nearest 1/2 calendar month.

If a new customer (customer not last customer signed for this particular account) requests electric service connected to an existing account there shall be no charge for maintaining service prior to that new customer's connection request.

The District has no obligation to maintain electrical facilities serving an account after a customer requests discontinuance of Electric Service (Section 15 of District Service Policies). If the District's electric service facilities have been removed the Reestablish Account Fee shall not apply.

#### C. New Service Connection Fee

Prior to installation of new facilities, each applicant for electric/water service which requires the installation of new District facilities shall pay a connection fee based on the type of service, number of meters, etc., as provided in the District's Fee Schedule.

When the applicant for electric service requires more than one service installation at the same location, i.e., temporary construction power and permanent connection, or installations to separate points of delivery, each installation shall be considered a new service and the applicable connection fee to each shall apply.

The connection fee is based on the installation of facilities during regular working hours of the District's personnel.

#### D. Return Check Charge

If payment of an electric service charge is made by check which is returned by the bank for lack of sufficient funds, an accounting service charge in the amount specified in the District's Fee Schedule shall be added to the account.

E. Reconnection Charge

When electric service to a customer has been disconnected for noncompliance with the District's service policies, electric service will not be restored until the situation requiring such action has been corrected to the satisfaction of the District and reconnection charges paid.

F. After Hours Re-Connect Charges

When a customer desires residential service connected at an existing account and District offices are closed, customer will be required to pay an After Hours Connect Charge in the amount specified in the District's Fee Schedule in addition to account charges and any remaining deposit. The amount shall be paid to the District employee prior to connection and shall be in the form of a check or Postal Money Order made out to Wahkiakum PUD, cash, or verified electronic payment.

The Customer must agree, in writing, to identify themselves at a District office or Pay Station within two working days and make formal application for service. Customer must further agree that if acceptable formal application is not satisfactorily completed within the two working days that the District may disconnect service (subject to Section 7 and Section 15 of the District Service Policy).

G. Field Collection Fee (Revised by the Board of Commissioners 03/16/10)

In the event the customer has not paid his/her bill or made satisfactory payment arrangements with the District after mailing of disconnection notice, said customer will be subject to a field collection fee.

A field collection fee will be assessed when District personnel are dispatched to the customer's premises. If the District personnel fails to collect the unpaid balance and disconnects electric and/or water service, the collection fee will be included in the District Reconnect Fee. This field collection fee shall be in the amount specified in the District Fee Schedule

**SECTION 11. SECURITY DEPOSITS (Effective 02-01-2011)**

A. New Residential Customers

As a general rule, a new residential customer will not be required to pay a security deposit. The District may waive the deposit requirement of a new residential customer under the following conditions:

- [1] The applicant is the owner or contract purchaser of the property.
- [2] The applicant can furnish the District with a *current* satisfactory letter of credit from a previous utility (should have had at least one year's continuous service with the prior utility), or has established satisfactory credit with the District for at least one year.

- [3] In determining whether a security deposit will be required, the District will consider any pertinent information presented by the applicant or customer.

B. New Commercial and Industrial Customers

The District requires a deposit on new commercial and industrial customers at the time of application for service. The District will consider waiving the deposit requirement based on utility credit history here or in other locations. Stockholders of recently formed, closely held, corporations may be required to guarantee electric service payments.

C. Existing Customers

The District may require an existing customer to provide a security deposit as a condition for further electric service if the customer's service has been disconnected one or more times for non-payment or for providing an invalid mailing address, or if customer's payment has been rejected due to insufficient funds, or if the District learns that the customer has misrepresented his/her identity to avoid payment of an outstanding bill.

D. Nature and Amount of Security Deposit

The security deposit will be paid in cash or other form of payment accepted by the District. The amount of the security deposit required shall not exceed the estimated maximum billing for a two month period within any 12 month period. The District will provide a receipt to the customer for the amount deposited.

E. Disconnection for Non-payment of Security Deposit

If the District determines that a security deposit is required and such deposit is not made at the time of application for electric/water service, or additional electric/water service is requested and additional security deposit is required, or if arrangements between the District and customer for payment of the deposit have not been consummated, the District shall send to the customer by first class mail written notice of the requirement for a security deposit. Said notice shall advise the customer that he/she has a right to an informal conference with the District's credit department to review the security deposit requirement and to discuss the arrangements for making payment. If the customer fails to pay the security deposit, or to make satisfactory payment arrangements, the District may disconnect the service. The customer shall have the right to appeal from the determination of the informal conference to the utility hearing officer established in Section 13c hereinafter, and the procedures set forth in said section shall be applicable to an appeal regarding a security deposit.

F. Refund of Security Deposit

Deposits held by the District shall not accrue interest. Deposits on active accounts shall be held by the District for a minimum period of one year and may be refunded at any time thereafter at the option of the District if satisfactory payment history has been established. Satisfactory payment history allows up to one late/disconnect notice in a twelve consecutive months period.

Upon termination of service and payment of account(s) in full, the customer's deposit(s) will be refunded. Deposits may be applied to outstanding account balances of inactive accounts.

#### G. Transfer of Security Deposits

If a customer with a security deposit establishes service at another location, the District may transfer the deposit to the new service address upon termination of the initial service and may adjust the amount of the deposit to reflect two average months' billings associated with the new service address, as provided in Section 11D. Multiple services will require multiple deposits.

#### I. Special Service

The District may also require cash advance as security for special work orders, line extension, temporary services, etc. Deposits and refunds on special service accounts are not subject to the above provisions, and all deposit requirements are to be met prior to installation or connection of service by the District. The amount required shall not exceed the anticipated costs to the District for providing the service or materials. Refunds, if applicable, shall be based on policies in effect at the time of service connection.

### **SECTION 12. OTHER DEPOSITS**

In addition to the electric service security deposit, applicants for indeterminate service, temporary service, or other services not covered in the District's schedule of rates or fee schedule shall deposit in advance of any work or construction by District personnel the amounts determined by the District.

In the event, applicable to specific instances, the cost to the District either exceeds or is less than the amount deposited or quoted, the charge to the customer shall be adjusted to the actual cost.

### **SECTION 13. PAYMENT OF BILLS**

All District bills are due and payable when issued. Unless otherwise specified, the bill becomes "past due" 14 days after issuance.

#### A. Notices to Customers

##### Electronic Auto-Pay

Accountholders requesting auto-payment of their monthly invoices will have their credit or debit card charged the first working day after the invoice is due. If a payment attempt is unsuccessful, an accountholder will be notified by mail that their payment was not received by the PUD. Accountholders experiencing multiple unsuccessful autopay attempts may be removed from the autopay process.

Autopay accounts will follow the same collection process as non-autopay accounts and will receive late notices when delinquent.

### Past Due Reminder

The District no longer issues past due reminders to customers.

### Final Notice

If full payment is not received by the District a final notice will be delivered or sent to the customer approximately 21 to 25 days after the statement. A late fee of \$5.00 will be assessed and charged to an account coinciding with the processing/printing of a Final Notice (Resolution No. 1172, approved September 3, 2013).

### Collection Contact

If the District receives no response to the final notice a personal contact by phone will be attempted. Customers who do not respond or make satisfactory payment arrangements may have service disconnected at this time.

### Landlord Delinquencies

Tenants who pay for electric service as part of their rent in master metered buildings will be notified prior to any proposed electric service disconnection because of failure of the landlord to pay their bill.

### Notice of Policies and Customer Rights

Each disconnection notice or shall have imprinted on the reverse side of such notice in detail the District's credit and disconnection policies and the residential service customer's rights including:

#### Informal Conference

The customer's right to an informal conference to adjust a disputed bill or to work out a deferred payment agreement.

#### Appeal

The customer's right to appeal the outcome of the informal conference to a hearing officer.

#### Procedures

The procedure for the informal conference and the appeal.

#### Specific Rights

The customer's rights, during regular business hours, to inspect the District's records regarding the customer's account; to question specific

District employees; to present independent evidence; and to be represented by an attorney, relative, or friend.

## B. Informal Conference

A customer who disputes the amount of his/her bill, or is unable to pay the full amount of his/her bill due to temporary financial difficulties, shall have the right to an informal conference with designated employees in the District's credit department on any business day prior to the date shown on the disconnection notice. Said designated credit department employees (customer service representatives, Auditor, and/or General Manager) shall have the authority to make arrangements with the customer for a deferred payment schedule for the particular bill.

### Disputed Bills

The designated credit department employees shall have the authority to review and recommend adjustments concerning the amount of the bill, if deemed appropriate. Decisions concerning the adjustments of disputed bills shall be made by supervisory personnel designated by the Manager.

### Temporary Financial Difficulties

The designated credit department employees shall make every effort to arrange a reasonable and feasible deferred payment program for a customer with a bona fide temporary financial difficulty making it impossible to pay the full amount of the current bill. Said deferred payment program shall be based upon a number of factors, including the amount of the delinquent account, the time the bill has been owed, and other relevant factors presented by the customer; however, the District shall not be required to enter into a deferred payment program arrangement with a customer who has not fully and satisfactorily complied with the terms of a previous arrangement. Also, in evaluating whether the financial difficulties of a particular customer are "temporary", the credit department employee may consider the credit history of the customer as well as extenuating circumstances. For example, a customer who has been financially unable to pay a bill on numerous previous occasions may be considered a repetitive credit problem and said customer's financial difficulties may not be considered to be temporary.

### Dangers to Health

Special consideration will be given to customers, particularly elderly and handicapped, when it has been proven disconnection of service will be dangerous to health.

### Procedure

The procedure shall be informal. The customer may appear in person in the District's office, or may confer by telephone. Informal conferences shall take place during normal business hours (8 a.m. to 4:30 p.m., Monday through Friday, excluding holidays). The customer shall be entitled to present his/her position to the District's designated employee. The District shall advise the customer of the reasons for the District's determination.



### C. Appeal and Hearing – Applicable to Residential Service Customers Only

The customer shall have the right to appeal from the determination of the informal conference to a Utility Hearing Officer (the General Manager or his/her designee).

#### Utility Hearing Officer

The utility hearing officer shall be management-level employees

#### Notice of Appeal

Any appeal by an account holder must be made to the hearing officer within 72 hours of the determination of the informal conference. The appeal may be made in writing, in person, orally, or by telephone.

#### Hearing Procedures

The customer shall have the option of a personal hearing before the hearing officer in the District's main office or, alternatively, a telephone conference call with the hearing officer and the appropriate District personnel. The hearing must take place during regular business hours (8 a.m. to 4:30 p.m., Monday through Friday, holidays excluded) and within seven days of the determination of the informal conference. If the customer requests; a record will be made of the proceedings. The customer shall have right to counsel at his/her own expense. The customer shall open the hearing with a statement of the nature of his/her appeal and shall present whatever evidence the customer considers relevant. The customer shall have the right to examine the records of the District relating to his/her account. After the customer has completed presenting his/her appeal, the appropriate District personnel shall present the District's position. The customer shall have the right to rebuttal.

#### Written Decision

The hearing officer shall provide the customer with a written decision setting forth (a) the nature of the customer's appeal, (b) the decision of the hearing officer, and (c) the reasons for the decision of the hearing officer. The written decision shall either be hand-delivered to the customer immediately following the hearing, if possible; or is shall be sent to the customer by certified mail.

### D. Disconnection

Electric service will not be disconnected while an appeal is pending provided that the customer has complied with the above procedural requirements. The customer shall have three days following receipt of the written decision of the hearing officer to comply with the terms and conditions of the decision.

If the customer fails to take the action required by the hearing officer, including the payment of a past due bill, or if he/she refuses to accept receipt of the hearing officer's decision, the District may disconnect electric service without further notice to the customer.

#### Notice of Disconnection

Upon disconnection there shall be left with the customer, or at the premise, a notice which shall inform the customer of the disconnection and the required action for reconnection of service.

#### E. Place of Payment

Payments made at District's paystations, by mail, or electronically after the final notice has been mailed from the District shall not prevent disconnection of the delinquent account unless such payments are received at a District office prior to the date of scheduled disconnection as stated on the final notice or in the written decision of the hearing officer.

#### F. Collection of Unpaid Accounts

The District may employ any and all reasonable methods for collecting unpaid accounts, including disconnection of electric/water service, assignment to collection agencies, or direct suit against the delinquent customer.

#### G. Insolvent Accounts

If the District believes a customer is insolvent, is in financial difficulty, or considering bankruptcy, the District may take appropriate action to secure payment of previous and present charges for electric/water service. Such action may include obtaining an adequate security deposit, collecting payment personally on a daily or weekly basis, and such other actions as the District's manager feels necessary and reasonable under the circumstances.

#### H. Underpaid Billing

In the event a customer makes a payment of less than the total amount of the bill rendered, which bill includes any previous balance owing from present or prior premises, the District shall apply said payment first to the previous billing charges and the remainder, if any, to the current billing charges unless otherwise agreed to by the District.

#### I. Advance Payment

Advance payment for electric service by a customer to the District is acceptable and the District will provide a regular statement to the customer indicating the status of the account.

#### J. Non-Release of Obligation

Failure to receive a bill does not release a customer's obligation for payment of electric/water service or other appropriate charges.

#### K. Reconnection

Prior to reconnection of service of an account which has been disconnected for nonpayment, all delinquent charges, deposits requirements, reconnection fee, or other appropriate charges must be paid to the satisfaction of the District.

#### L. Write-Offs

Accounts receivable are eligible for write-off once they have been outstanding for ten years. To be considered for write-off, the District must be able to demonstrate that adequate steps were taken to collect the amount due. All accounts receivable to be written off must be approved by the Board of Commissioners. The Auditor of the District will compile a list of all such accounts receivable for submission to the Commission on an annual basis.

Exceptions to the above include (i) debts that have been discharged in bankruptcy, which will be eligible for write-off immediately upon receipt of an order of discharge issued by a bankruptcy court, and (ii) balances of accounts that have been closed because the account-holder is deceased, which will be eligible for write-off nine months from the date the account is closed.

Accounts that are written off are forever due and payable. A customer whose account has been written off must pay the old balance in full, collection fees, and any deposit and fees required by the District's Schedule 100 Fee Policy before connecting service.

### **SECTION 14. TRANSFER OF PREVIOUS UNPAID ACCOUNTS**

The District may transfer to an existing or new electric service account any unpaid charges for electric service previously rendered at any location in the District's service area. Such transferred balance shall be considered part of the customer's current obligation to the District as though the previous unpaid balance had been incurred at the present service address. The District may permit arrangements for payment of such transferred balance under the guidelines and procedures of Section 13 of this Policy. The District may apply any payment received from the customer toward the customer's transferred balance if the customer (a) has not paid the transferred balance, (b) has not made arrangements in writing with the District for payment of the transferred balance, or (c) has not made the payments set forth in the written arrangement for payments. The District, upon learning of an unpaid balance, shall notify the customer in writing of said unpaid balance including the dates and location of the electric/water service, the District's policies concerning transferred balances, and the possibility of disconnection of electric service.

The above provisions are applicable to guarantors of others' electric/water service charges.

It shall be the District's option to refuse service connection to customers indebted to the District for previous electric service.

## **SECTION 15. DISCONTINUANCE OF ELECTRIC SERVICE**

### **A. By Customer Request**

When a customer requests discontinuance of electric service, notice of such discontinuance must be given at the office or to an agent of the District prior to the date of such discontinuance, and such notice shall terminate any obligation of the District to furnish electric service to that customer or maintain facilities at that location after the effective date of such discontinuance. The District reserves the right to take the final meter reading within a three working day period from the date discontinuance of electric service has been ordered by the customer. The outgoing customer shall be held responsible for all electric/water service supplied at the premises, including other proper charges applicable by contract, agreement, or application of provisions of this policy.

### **B. Discontinuance of Electric Service by the District**

Electric service may be discontinued by the District for any of the following reasons:

- [1] Failure by the customer to make formal application for electric/water service.
- [2] For nonpayment of bills or any proper charges including deposit, connection fee, or account service charge as provided in this policy or any special agreement.
- [3] For use of energy for purposes or properties or in quantities other than specified in the application and service contract.
- [4] Under the flat rate service, for increased use of energy without the approval of the District.
- [5] For tampering with the District's property.
- [6] When the customer's wiring or equipment does not meet District standards, or fails to comply with other applicable codes and regulations.
- [7] For unauthorized connection by occupant or others.
- [8] For refusal of reasonable access to premises by the agents or employees of the District for the purpose of reading meters,

performance of necessary maintenance, testing, inspecting, and installation or removal of its facilities.

[9] For use of equipment which adversely affects the District's service to other customers.

[10] For partial or improper metering.

In addition, the District may deny or discontinue service if any of the following occur:

1) The District receives a request by any federal, state or local agency to cease electric service to a District customer whose use violates applicable law; 2) A court order directs the District to discontinue electric service to a customer; 3) A written request, demand, threat of criminal prosecution or actual criminal prosecution is made or initiated against the District, its officials, employees, agents or assigns for delivery of electric service to a customer whose use of the electric service violates the law; 4) The customer fails to maintain possession of a valid and lawfully issued license by the State of Washington that is required for the customer to engage in any activity which may be lawful under state law but constitutes a violation of federal law; 5) A change in law or determination that federal law preempts state law in the field of regulation which requires termination of service. No notice from the District to the customer is required before terminating or denying service pursuant to the events stated in this paragraph.

The District shall have no duty to defend against a lawsuit brought to enjoin electricity service to a customer.

The right to discontinue electric service for any of the above reasons may be exercised whenever and as often as such default shall occur, and neither delay or omission on the part of the District to enforce these rules at any one or more times shall be a waiver of its rights to enforce the same at any time, except as provided below, so long as default continues.

At least ten calendar days' written notice shall be given the customer before electric service is discontinued under this provision, except in the case of danger to life or property, unauthorized connection of service, failure to make formal application for electric/water service with the District, for tampering with District property, or other illegal method used by the customer to obtain electrical/water service.

Such notice shall be considered received upon personal delivery to the customer or three calendar days following the mailing of the notice by first class mail to the customer's last known address.

Each customer receiving such notice shall have a right to a hearing, with or without counsel, with the Manager of the District or his appointed representative. Such request will be honored by the District if received by the District at least two working days prior to the effective date of the electric service termination.

If electric service is not discontinued within ten working days of the disconnection date stated in the notice and in the absence of other mutually acceptable

arrangements, that disconnection notice shall become void and a new notice shall be sent to the customer prior to discontinuing electric service.

Discontinuance of electric service does not necessarily constitute termination of the agreement under which electric service was being supplied. The District's right to discontinue electric service and to cancel or terminate the agreement are in addition to its other rights and remedies at law or in equity.

The District shall restore electric service when the causes for discontinuance have been removed and payment for all proper charges due from the customer, including the reconnection fee, set forth in this policy has been made.

Termination of electric service by the District for any of the above reasons shall not obligate the District for any loss or damage incurred by the customer as a result of such termination.

### **SECTION 16. METER READING**

Electric service meters will normally be read monthly, except that irrigation service meters may be read on an annual basis. Meter reading dates for each location shall be scheduled as near as possible on the same dates during each monthly billing period. If for any reason an accurate meter reading cannot be obtained for any particular period, the meter readings may be based on estimated energy use and demand or based upon a previous like period of demand energy requirement. If an estimated meter reading is later determined to be high or low, the energy consumption, demand, and electric service charge will be adjusted accordingly.

Each special meter reading, with or without a special billing, made at the request of the customer, shall be subject to a charge as designated in the District's Fee Schedule.

The customer upon request may have the meter reread at District expense provided the customer does not make a request for rereading more frequently than once in any 24-month period. If, at the customer's request, the meter is reread more frequently than once in any 24-month period and rereading shows the previous reading to be correct, the customer shall then be obligated to pay the special meter reading fee. If the District finds the previous reading to be incorrect, the District shall assume the cost of the rereading and will adjust the customer's bill.

### **SECTION 17. BILLING**

Accounts are billed monthly. Basic monthly charges will be prorated on first and final billing statements.

Service connected and/or disconnected for the same customer at the same location within a billing period shall be billed at no less than the monthly basic fee on a prorated basis.

## **SECTION 18. NEW SERVICE, SERVICE MODIFICATION**

The District shall extend and provide electric service to consumers in all the District service area in accordance with policies adopted by the District.

The District shall have the right within contract restrictions to connect additional customers to the District's electric facilities.

Electric service may be supplied to customers not coming within the scope of the Districts rate schedules, line extension policies, and service policies provided such service shall be covered by a special contract and shall be approved by the Commissioners of the District.

See sections 80 through 87 for service policies for specific additional District facilities.

## **SECTION 19. CUSTOMER SERVICE PROGRAMS**

### A. Budget Pay Plan

The District offers a levelized billing program known as the Budget Payment Plan. The Plan allows customers to make estimated monthly payments based on their prior year's electric and/or water consumption. Monthly billing statements display both the actual account balance and the required budget payment plan amount due (current and past due, if applicable). In periodic review of accounts on the Plan, District staff may find it necessary to increase the monthly budget payment amount if the estimated amount is not sufficient to cover current or expected consumption. If a change is necessary, the customer will be notified in writing and subsequent invoices will reflect the new budget payment plan amount. Customers may discontinue participation in the program at any time.

The Budget Payment Plan is discretionary and could be discontinued by the District at any time.

### B. Senior or Disabled Citizen Discount Program

The District offers a discounted rate to qualifying customers as outlined in Schedule 1-A, Senior or Disabled Citizen Discount Program. The program will be periodically reviewed and updated.

The Senior or Disabled Citizen Discount Program is discretionary and could be discontinued by the District at any time.

## **CUSTOMER RESPONSIBILITIES**

### **SECTION 29. ACCESS TO PREMISES**

Upon application for electric service, the customer grants the District an easement to and over his/her premises for the period the District provides electric/water service or infrastructure to said location. The District, its agents, and employees shall have the right of ingress to or egress from the premises of the customer at all reasonable hours as may be necessary for meter reading, performance of necessary maintenance, testing, installation, or removal of its property. If any such equipment is located within a locked enclosure, the District will be furnished a key for entrance.

In the event the customer is not the owner of the premises occupied, he/she shall obtain all such permissions from the owner thereof.

### **SECTION 30. INCREASED USE**

In order to prevent damage to the District's equipment and impairment of its service, the customer shall give the District notice before making any additions to his/her electric load in excess of ten percent of his/her load as recorded on the District's records. If damage to the District's equipment results from failure of the customer to give adequate notice of increase in load, the customer shall be responsible for any loss incurred by the District.

### **SECTION 31. CUSTOMER'S EQUIPMENT OPERATION**

The customer, as a condition of electric service, shall provide devices adequate to protect his/her equipment from high and low voltage and from overcurrent, and to protect three phase motors and unidirectional equipment from "single phasing" and reversal of phase rotation in accordance with local, state, and/or applicable rules of the National Electrical Code.

In case equipment is installed by the customer which will cause frequent or violent fluctuations in the use of electric current which interferes with normal electric service, the District may require the customer to provide at his/her own expense equipment that will limit such fluctuation. The District reserves the right to refuse to supply electric service to loads of a character which may seriously impair electric service to any customer and shall have the right to discontinue electric service to any customer who shall continue to use appliances or apparatus detrimental to the electric service after being notified thereof by the District.

Nothing in this policy shall be construed as placing upon the District any responsibility for the condition or maintenance of the customer's wiring, energy consuming devices, or other equipment; and the District shall not be held liable for any loss or injury resulting from defects in the customer's installation, and shall not be held liable for damage to persons or property arising from the use of the electric service on the premises of the customer.



## **SECTION 32. CUSTOMER POWER OUTAGES**

If the customer's electric service fails, he/she shall endeavor to determine if he/she has blown fuses, tripped breakers, or his/her equipment is at fault before notifying the District. Upon receipt of the customer's notification, the District shall endeavor to assist the customer to determine the cause to the outage. If, at the customer's request, a lineman is dispatched after regular working hours, and the trouble is found to be in the customer's equipment, the customer shall be responsible for payment to the District for the cost incurred by the District in accordance with the District's Fee Schedule.

## **SECTION 33. TEMPORARY REMOVAL OF DISTRICT FACILITIES**

Whenever it becomes necessary to temporarily remove, relocate, disconnect, or in any way alter the District's facilities to provide clearances required by building structure relocation, construction, or for any other reason requested by mover, contractor, or others, notice must be given to the District stating when and where the same is required. Sufficient monies to cover the cost as estimated by the District shall be deposited with the District.

Disconnections, relocations, and restorations shall be accomplished by or under the direction of the District, and the cost of labor, material, and use of equipment shall be charged to the person, contractor, or agent desiring the work to be done.

Any charges in excess of the monies deposited with the District will be billed to the person, contractor, or agent requesting this service. Any surplus of such deposit shall be returned to the depositor.

Excluded from this charge shall be the temporary removal or disconnection, reinstallation, or reconnection of the District's service conductors during normal working hours which for safety reasons allows the customer to accomplish normal maintenance such as painting, installation of siding or shingles, or for other purposes in order to remove the hazard of electrical shock or other injury.

When a customer rewires his/her residence, the District may allow the old service entrance and meter to remain in service after a new service has been installed for a period not to exceed seven calendar days for the convenience of the customer to enable the customer to transfer his/her circuits to the new service entrance. In this event, however, only one service drop to the building will be permitted.

## **SECTION 34. UNDERGROUND FACILITIES**

### **A. General**

The District will determine the means of service and will give first consideration to underground service where practicable. If underground service is requested by the applicant, the trenching, cable protection, and backfilling, or a contribution equal to the estimated cost thereof, shall be provided by the applicant.

## B. Area Conversion of Overhead Facilities

Conversion of existing overhead facilities to underground involve a wide range of factors, and requests will be considered individually by the District. Conversion areas must be large enough to be economically feasible. In general, the District will require a contribution to offset the retirement value of the overhead facilities and construction costs.

Apportionment of costs among the owners within the conversion area shall be the responsibility of the owners of said property. This may be accomplished by means of a Local Improvement District or similar entity. Individual customers shall make the necessary changes in service entrance equipment to accept the underground service at their expense.

## C. Individual Service Conversion of Overhead Facilities

The customer shall provide the necessary trench, physical cable protection, and backfill, and make the necessary changes in the service entrance equipment to accept the underground service. The cost of District-provided material and labor shall be advanced to the District by the customer.

## D. Maintenance of Underground Electric Service Conductors Owed by the District

- [1] Where the service is directly buried conductors, the District at its expense will locate the fault and repair the conductors.
- [2] Where existing underground service is installed in the conduit, the District will, if possible, pull out the old conductors, and furnish and install new conductors in the same conduit. If the conduit is damaged or must be replaced, the customer shall make the necessary replacement or repairs, after which the District will furnish and install the new conductors.
- [3] The District will not make any charges for normal maintenance or repair of underground service. Where the conductors have faulted as a result of a dig-in damage caused by the customer or contractor, the charges for repair shall be paid by the party at fault.
- [4] In the event the customer constructs permanent structures over, across, or under the District's facilities after their original installation so that the District's ability to maintain and repair such facilities is impaired, the customer shall be responsible for the added cost of maintenance and repair of that segment of the facilities so obstructed.

## SECTION 35. DISTRICT PROPERTY

Unless otherwise agreed or otherwise stated in the applicable rate schedule, all meters except those allowed under Section 85-Submetering, facilities, and equipment furnished and installed by the District upon the customer's premises shall be and remain, the personal property of the District, regardless of whether the customer may have contributed to the payment therefore, and may be removed by the District upon discontinuance of electric service. The customer shall exercise proper care to protect the District's property on his/her premises; and, in the event of loss or damage to the District's property arising from neglect, carelessness, or misuse by the customer, the cost of necessary repairs or replacement shall be paid by the customer.

## **SECTION 38. SERVICE ENTRANCES AND METER LOCATIONS**

The applicant or customer shall provide a suitable service entrance to the premises to be served at a point of delivery approved by the District. Such service entrance facilities shall meet the requirements of the authority enforcing the local electrical code or ordinance. The applicant or customer shall provide a structurally sound point of attachment for the District's overhead service conductors at a location that will provide service conductor clearances required by applicable electrical code or ordinance.

Metering for residence will be on the outside of the building, readily accessible for maintenance and meter reading, and will not be in an enclosed area.

Metering equipment for commercial and industrial service will be installed on the outside of the building except where prior approval of other location has been granted by the District.

Meters shall not be located over open pits, near moving machinery, hatchways, in the path of water from eaves or rain spouts, in locations subject to steam or corrosive vapors, or where surrounded by unstable soil conditions, silage, or decomposed material. It shall be the responsibility of the customer to maintain a clear space of at least 36 inches in from of the meter.

Meters shall be installed at a height of four to six feet above ground or platform. Where unusual conditions exist, the District shall be consulted prior to installation.

Where a meter is recessed in a wall of a building a space of not less than six inches on each side of the meter base will be provided to permit testing and servicing of the meter.

Should the meter location become hazardous or inaccessible for meter reading, maintenance repair, and testing, the customer will be advised in writing by the District that the location of the meter no longer complies with the District's requirements and electric service is subject to disconnection unless the conditions are corrected.

## **SECTION 39. METERING**

- A. The District, at its expense (except for those allowed under Section 85-Sub-metering), shall furnish, install, and maintain all meters and other equipment necessary for measuring electric energy used by the customer and shall inspect such installations to maintain a high standard of accuracy, except when such equipment is owned by and installed solely for the convenience of the customer. The customer shall provide access to existing meters located within buildings.

The District, at its option, may meter energy to primary voltage delivery customers at secondary voltages and apply an adjustment factor to compensate for losses.

An accurate record of all meter readings shall be kept by the District, and such record shall be the basis for all bills rendered for electric service. Should any meter fail to register correctly the amount of electric energy used by the customer, the amount of such use will be estimated by the District from the best available information.

The District shall test its meters from time to time in accordance with a plan of meter testing which the District considers appropriate to the type of service provided to the customer, except those allowed under Section 85-Submetering.

The customer upon request may have the meter tested at the District expense provided the customer does not make a request for a test more frequently than once in any 24 month period. If, at the customer's request, the meter is tested more frequently than once in any 24 month period and the results show the meter to be correct within the allowable limits of two percent either fast or slow, the customer shall then be obligated to pay the cost of the meter test. If the District finds the meter to be fast beyond the allowable limit, the District shall assume the cost of the test and adjust the customer's bill, limited to the previous four month period, except those allowed under Section 85-Submetering.

Effective August 1, 1981, master metering of electric service is prohibited or restricted to the extent necessary to carry out the purposes of the Public Utility Regulatory Policies Act of 1978. Separate metering shall be determined appropriate for any building provided:

- [1] There is more than one unit in such building,
- [2] The occupant of each unit in the building has control over the portion of the electric energy used in such unit, and
- [3] With respect to such portion of electric energy used in such unit, the long-run benefits to the electric consumers in such building exceed the cost of purchasing and installing separate meters in such building.

- B. When a customer desires to use electric service for purposes classified under different rates, separate meters must be installed to measure the energy at each rate, except that for existing services a single phase meter and a three phase meter not exceeding 240 volts may be totalized, provided that combination service through a single meter was not or is not available to the customer at time of wiring, electric service is supplied within the same building, and the energy consumed through each meter consistently equals or exceeds the minimum rate charge for the meter. Meter totalization shall not include more than two meters, except that, when heating and/or cooking

loads were metered separately as required and in accordance with previous rate schedules of the District or predecessor company, totalization of energy delivered at a single point of delivery through these meters is permissible and the minimum charge for a single meter installation shall apply.

- C. Demand meters may be installed on any account when the nature of the customer's equipment and operation indicates that a demand meter is required for correct application of the rate schedule.

All demands or connected loads used for billing purposes shall be determined to the nearest whole kilowatt or horsepower.

In installations where demands are subject to major fluctuations (such loads as saws, chippers, welding equipment, hoists, elevators, etc., which cannot be measured by normal demand meter installations) demand measurement may be determined by test.

- D. When the customer's demand is 75 kilowatts and over as determined by test of demand meter measurement and the power factor measures below 95 percent, the penalty for low power factor will be as outlined in the applicable rate schedule for the type of service.

Minimum billing and demand charges will be applied after correction for low power factor.

**SECTION 40. VOLTAGE, FREQUENCY, AND PHASE**

**A. Voltage Availability**

In general, electric service furnished will be alternating current, 60 hertz, and single or three phase.

Insofar as practicable the District shall maintain standard voltage on its distribution system, standard service voltage and voltage limits being as follows:

STANDARD VOLTAGE			VOLTAGE RANGE A		VOLTAGE RANGE B	
At the point of Delivery			Residential and Commercial Lighting		Motors and Non-lighting	
Single Phase	No. of Wires	Three Phase	Minimum	Maximum	Minimum	Maximum
120	2		114	126	110	127
120/240	3		114/228	126/252	110/220	127/254
	4	208Y/120	197/114	218/126	191/110	220/127
	4	240/120	228/114	252/126	220/110	254/127
	4	480Y/277	456/263	504/291	440/254	508/293
	3	480	456	504	440	508

(Based on table from American National Standards Institute Bulletin ANSI C84.1-1970)

Nominal secondary delivery voltages available are as follows:

1. Overhead and underground secondary services from an overhead primary system.

120 volt	Single phase
120/240 volt	Single phase
480 volt	Single phase
120/208 volt	Three phase, four wire, wye
120/240 volt	Three phase, four wire, delta
480 volt	Three phase, three wire, delta
  
2. Underground secondary service from an underground primary system.

120 volt	Single phase
120/240 volt	Single phase
120/240 volt	Three phase, four wire, delta
120/208 volt	Three phase, four wire, wye
277/480 volt	Three phase, four wire, wye
480 volt	Three phase, four wire, delta

**B. Voltage Checks**

During regular working hours the District will test for abnormal voltage or excessive voltage fluctuations at its own expense when requested by a customer. If the customer requests additional voltage checks within a 12 month period and the voltage is found to be within normal range, the cost of those additional voltage checks may be billed to the customer.

**C. Voltage Fluctuations**

The District maintains voltage regulation equipment on its distribution system to maintain standard voltages. These voltage regulators have large mechanical moving parts and have a response time of approximately 60 seconds. There are many circumstances that cause voltage fluctuations of less duration than 60 seconds and greater magnitude than standard voltage limits; such as lightning strikes, tripped substation breakers, shorted power lines, sudden load changes, or circuit switching operations. These circumstances can occur on P.U.D. or B.P.A. lines.

The District does not regulate voltage fluctuations of less than 60 second duration.

**SECTION 41. DISTRICT POLES AND EQUIPMENT**

Unless otherwise provided by special agreement, the District's facilities shall be free of attachments not owned by the District. Exceptions to this provision may

include metering points for street lighting systems, fire alarm boxes, underground service entrance conduits, and other attachments which do not constitute a hazard to District personnel and for which the District has granted permission of use.

## **SECTION 42. CUSTOMER POLES AND EQUIPMENT**

The District may furnish and install customer owned meter poles or yard light poles together with necessary guys and anchors. Charges for such installations will be the average cost of similar installations based upon current labor and material costs. Replacement of existing customer owned poles, anchors, and guys will be done on the same basis. The District reserves the right to refuse to contract for furnishing, installing, or replacing meter or yard light poles and associated equipment.

Payment to the District for poles, anchors, and guys shall be made in advance, and installation or replacement will be scheduled at the District's convenience. If, in the opinion of the District, abnormal circumstances may increase the costs above average, the estimated costs shall be advanced by the applicant or customer. Any charges in excess of the monies advanced will be billed to the Applicant or customer; any surplus shall be returned to the applicant or customer. Where an existing customer owned pole has been replaced, it shall be the responsibility of the customer to transfer his/her equipment to the new pole. District owned facilities will terminate at the point of connection of the District's facilities to those of the customer.

Existing poles which were installed, owned, and maintained by the District for the sole purpose of lighting fixture support shall be the obligation of the District only for the period of the initial contract. In the event such poles require replacement after the contract term, the customer will be notified by the District of the necessity for replacement. Replacement shall be at the customer's expense, and the new pole will be owned and maintained by the customer. The District shall transfer its lighting fixture to the new pole at no expense to the customer. In the event the customer refuses to obligate himself/herself for the cost of replacement and ownership, the District shall remove the pole and lighting fixture.

## **SECTION 43. RELOCATION OF DISTRICT POLES AND EQUIPMENT**

In the event a customer requests that his/her overhead electric service point of delivery be relocated to a new location on an existing structure the District will remove and reinstall its service drop to the new location without cost to the customer if the new service does not exceed 150 feet and no additional facilities are required other than service conductors and meters.

In the event a customer requests electric service to a different point of delivery on his/her premises which results in the abandonment of usable District facilities, the customer shall be obligated to pay the cost of the new facilities and labor required to serve the new point of delivery.



In the event a customer desires a pole moved, including attachments, that are located on private property, the customer shall bear the expense. Including in that expense is the acquisition of District operating rights at the new locations.

In the event a customer desires a pole moved, including attachments, that is located on public right-of-way the District will move at District expense only if that pole is blocking access to customer's property. Otherwise the move will be at customer's expense.

#### **SECTION 44. SERVICE INTERRUPTIONS**

Electric service may be subject to interruption, suspension, curtailment, and fluctuation. The District assumes no liability for any interruption, suspension, curtailment, or fluctuation in service, or for any loss or damage caused thereby, if such interruption, suspension, curtailment, or fluctuation results from any of the following:

- a. Causes beyond the District's reasonable control including, but not limited to, fire; flood; drought; winds; acts of the elements; court orders; insurrections or riots; generation failures; lack of sufficient power supply; regional deficiencies; load shedding; inability to perform by reason of failure of presupposed conditions; breakdowns of or damage to facilities of the District or of third parties; acts of God or public enemy; strikes or other labor disputes; civil, military, or governmental authority; electrical disturbances originating on or transmitted through electrical systems with which the District's system is interconnected; and acts or omissions of third parties.
- b. Repair, maintenance, improvement, renewal, or replacement work on the District's electrical system, which work in the sole judgment of the District is necessary or prudent. To the extent practicable, work shall be scheduled at such times as will minimize inconvenience to the customer and the customer will be given notice of such work, either verbally or written.
- c. Actions by the District, which in its sole judgment are necessary or prudent to protect the performance, integrity, reliability, or stability of the District's electrical system or any electrical system with which it is interconnected, which actions may occur automatically or manually. Determination of which circuits or customers shall be disconnected during an emergency situation shall be the sole judgment of the District.

#### **SECTION 45. STANDBY SERVICE**

Emergency, breakdown, or other standby service will be supplied by the District only under special contract, specifying the rates, terms, and conditions governing such service.

## **SECTION 46. REFUSAL OF SERVICE**

Even though the customer has complied with other provisions of the policy, the District may refuse to connect service or may refuse to provide additional electric service to the customer when such electric service will adversely affect electric service to other customers, or where the applicant or customer has not complied with state, county, or municipal wiring codes. The installation of proper protective devices on the customer's premises at the applicant's or customer's expense may be required whenever the District considers such installation necessary to protect its property or that of its other customers.

The District shall not be required to connect its facilities with those of an applicant or provided electric service to an applicant unless and until it has all necessary operating rights, including right of way, easements, franchises, and permits.

The District shall not be required to provide electric service when in the judgment of the District the installation would be economically unfeasible.

## **SPECIAL CONDITIONS**

### **SECTION 50. INVOLUNTARY LOAD CURTAILMENT**

Actions may be taken by the District to conserve electrical energy at time of anticipated deficiency of resources.

Such actions by the District are expected to be taken only when a regional deficiency exists. Actions by the District will be integrated with actions of other utility systems in the region to meet regional deficiencies. Where governmental action has designated authority to proclaim power emergencies, such actions would be implemented by the District in accordance with proclamation of such authority.

The District shall make determinations of load curtailment requirements in the absence of such authority, and the District may, in the absence of proclamation by such authority, if the District deems it essential to maintaining the integrity of its system or its ability to provide a power supply. Actions by the District are intended to effect appropriate approximate equality of curtailment among all customers after consideration of delivery of power to essential services.

### **SECTION 51. TAX ADDITIONS**

The amount of any and all revenue, kilowatt-hour, or other form of tax imposed by any Indian Nation, municipality, county, federal, state, or other legal taxing district or agencies upon the District or upon its property, revenue, or income may be apportioned by the Commissioners of the District in the territory in which such tax or taxes may be effective and upon the various classes of service furnished therein and shall constitute an additional charge to any amount which may be billed to any customer under any rate schedule or special contract.

### **SECTION 52. CONFLICT**

In case of conflict between any provision of any rate schedule and this policy, the rate schedule shall apply, special contracts excepted.

### **SECTION 53. VALIDITY**

If any section, subsection, subdivision, sentence, clause, or phrase of this policy is for any reason held to be unconstitutional or void, such invalidity shall not affect the validity of the remaining portions or this policy.

**SECTION 80**

**WAHKIAKUM PUD  
SERVICE POLICY FOR GENERAL FACILITIES**

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## **1. GENERAL**

It is the policy of the District to extend electric service or increase electrical facilities to customers in all of the District's service area under the following conditions.

## **2. AVAILABILITY**

This policy applies to installations including, but not limited to, service for schools, municipal buildings, pumping plants, industrial plants, commercial buildings, churches, farm and residence outbuildings, irrigation systems, and small cabins or recreation vehicles. Installations not specifically designated in the District's other line extension policies shall be served under this policy, except that this policy is not available to installations having an anticipated electrical demand in excess of 50 kw, three phase service and single phase service in excess of 400 amps.

## **3. APPLICATION FOR SERVICE**

An applicant for electric service must hold title to the premises in fee, have a contract to purchase, or possess a permit or a term lease satisfactory to the District before the District will extend service to the property. An applicant shall be responsible for making proper application for service with the District. This application shall contain:

- a. Name, service address, mailing address, telephone number, and social security number of applicant(s). Applicant must apply in person and show valid photo identification.
- b. Location of new service.
- c. Proposed electrical load, itemized by major items with their electrical ratings, and future load growth plans.
- d. Voltage, phase, and amperage rating of main electrical panel.
- e. Type of building or facility that the District is being requested to serve.
- f. Approximate date service is desired.
- g. Name of electrical contractor.

Before construction of any extension or installation of facilities by the District, the District will require evidence of approval for construction from the governing agencies which provide positive assurance of the applicant's right and intention to proceed with building or facility construction or placement. An applicant may be required to prepay extension costs as evidence of applicant's intention to proceed.

#### **4. CONNECTION FEE (New Service minimum installation)**

Applicant shall be required to pay in advance a minimum installation connection fee for each service. This minimum fee shall be in the amount shown in the District Fee Schedule.

#### **5. CUSTOMER'S FACILITIES**

The customer shall be responsible for the design, installation, ownership and maintenance of all facilities, except District watt hour meter, on the customer's side of the point of delivery. Prior to the construction, the applicant shall obtain District approval of the point of delivery and meter locations. Prior to connection of applicant's facilities to District's service, the applicant or his/her electrical contractor shall obtain a City Wiring Permit or State Safe Wiring Label and associated safety approval.

In the event the customer constructs permanent structures over, across, or under the District's facilities after their original installation so that the District's ability to maintain and repair such facilities is impaired, the customer shall be responsible for the added cost of maintenance and repair of that segment of the facilities so obstructed.

#### **6. DISTRICT FACILITIES**

The District will design, install, own, and maintain all conductors on the District side of the point of delivery plus the watt hour meter. The District shall be granted or have available satisfactory right of way for construction, operation, and maintenance of District facilities, including any tree trimming rights, prior to construction.

#### **7. POINT OF DELIVERY**

The point of delivery shall be that point where the District owned and maintained conductors connect to customer owned and maintained conductors. There shall be no more than one point of delivery for each building or facility except by special permission of the District and the State or City electrical inspector.

The point of delivery shall be located as follows:

- a. For overhead service from pole mounted transformers, the point of delivery shall be at the end of the customer's service entrance conductors which shall extend a minimum of 18 inches out of the customer's conduit weatherhead. The District will furnish and install the connectors.
- b. For overhead service from pad mounted transformers, the point of delivery shall be at the transformer secondary terminals. The District will furnish, install, and maintain the terminal connectors. The customer will install, own, and maintain the transformer foundation and any necessary fencing.

- c. For underground services of 400 ampere or less capacity and where the meter is located on an exterior wall, the point of delivery shall be at the terminals of the meter socket or main disconnect if the main disconnect is ahead of the meter. The customer shall install, own, and maintain the meter socket, main panel, and associated entrance conduit.
- d. For underground service greater than 400 ampere capacity or where the meter is located within the building and to be served from secondary pedestal, padmount or vault enclosed transformer, the point of delivery shall be at the pedestal or transformer secondary terminals as designated by the District. The District will furnish, install, and maintain the terminal connectors.
- e. For service to a customer owned primary system, the point of delivery shall be a customer owned disconnect. The District will install, own, operate and maintain the metering, protective equipment, disconnect, and the termination to the disconnect. The customer shall install, own, operate and maintain the facilities on the owner's side of the point of delivery.
- f. For service to a point where the District cannot obtain permanent right of way, the point of delivery shall be at or near the last point for which the District can obtain permanent right of way. If primary metering is required, the District will install, (at the customers expense), own, and maintain this metering.

## **8 UNDERGROUND FACILITIES**

Underground facilities will be constructed providing the applicant performs at his/her expense the necessary trenching, backfilling, and roadway crossing, and provides and installs conduits in accordance with District specifications. The applicant shall provide vehicle bump guards for District equipment accessible to vehicular traffic. The District will design the facilities and install and maintain the conductors, transformers and necessary facilities in accordance with District policy. The District may provide the trenching, conduits, and other necessary facilities at the applicant's expense. Payment to the District for trenching, backfilling, roadway crossing, conduit, etc., shall be made before construction.

## **9. CONTRACT PROVISIONS**

### **A. Permanent Customer Facilities**

For District facilities to provide electric service to an applicant's permanent facility the applicant shall pay (first) the estimated cost of construction.

## **B. Speculative Customer Facility**

For District facilities to provide electric service to an applicant's permanent facility constructed for resale, the applicant shall pay the estimated cost of District facilities prior to construction.

## **C. Temporary Customer Facility**

For District facilities to provide electric service to an applicant's facility to be removed in less than five years, the applicant shall pay the estimated cost of the District facilities prior to construction. The customer will receive a credit if the actual cost is less than the estimated cost of construction.

## **D. General Provisions**

The District will endeavor to advise the applicant or his/her designated agent if, in the course of construction, unforeseen conditions occur which may cause the cost to be in variance with the estimated cost. Any change or modification of the applicant's initial electrical service requirements which requires a change of District facilities may result in a change of the applicant's payment.

If the applicant acts through or is represented by an agent who has authority to modify, change, or cancel the electric service requirements, the applicant must advise the District his/her designated agent's name, address, and telephone number.

## **10. CUSTOMER AID TO CONSTRUCTION**

An applicant may reduce the cost of service by providing tree trimming and clearing, and/or trenching and backfilling, in accordance with the District specifications.

Work performed by the applicant shall be in accordance with applicable laws and regulations; and the applicant, agent, employee, builder, or contractor shall assume all risks in connection with any work performed, and shall further protect, save, and hold harmless the District, its officers and agents from any and all claims for damages or injuries to persons or property that may be sustained by anyone on account of performance of the applicant or agents. Each shall perform as an independent contractor and not as an employee, agent, or representative of the District for any purpose.

## **11. ADDED CUSTOMERS**

The District reserves the right to connect additional customers to District facilities constructed under this policy. Customers may receive benefits resulting from adding customers to the line extension. Adjustments, when applicable, shall be determined on the basis of proportionate time remaining of the five (5) years from the installation of the original facilities and that portion of the original facilities required to serve additional customers. The adjustment will be in the form of a



cash refund. Any refund will be limited to five (5) years after the installation of the original facilities.

## **12. EXCESS SERVICE**

It shall be the policy of the District to require an applicant to wire his/her building or facility in such a manner that the District can provide electric service with a minimum of cost. When an applicant desires service to some other manner, the applicant may be required to pay to the District this additional cost to serve. The District may design, install, own and maintain the required facilities. Excess service cost resulting from applicant's desires shall be paid prior to construction of facilities.

## **13. UNUSUAL CONDITIONS**

Electric service may be supplied to customers not coming within the scope of the District's rate schedules and service policies provided such service shall be covered by a special contract and shall be approved by the Commissioners of the District.

## **14. CONTRACT TERMINATION**

If for any reason the installation of facilities of the District is delayed by more than ninety (90) days after the application or customer has been notified of the cost, the cost estimate shall become null and void.

**SECTION 81**

**WAHAKIAKUM PUD  
SERVICE POLICY FOR RESIDENCES**

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## **1. GENERAL**

It is the policy of the District to extend electric service or increase electrical facilities to customers in all of the District's service area under the following conditions.

## **2. AVAILABILITY**

This policy applies to residences with a minimum of 600 square feet of livable floor space, or recreation vehicles on residential lots.

## **3. APPLICATION FOR NEW SERVICE (No facilities exist)**

An applicant for electric service must hold title to the premises in fee, have a contract to purchase, or possess a permit or a term lease satisfactory to the District before the District will extend service to the property. An applicant shall be responsible for making proper application for service with the District. This application shall contain:

- a. Name, service address, mailing address, telephone number, and social security number of applicant(s). Applicant must apply in person and show valid photo identification.
- b. Location of new service.
- c. Proposed electrical load, itemized by major items with their electrical ratings.
- d. Voltage, phase, and amperage rating of main electrical panel.
- e. Type of residence that the District is being requested to serve.
- f. Approximate date service is desired.
- g. Name of electrical contractor.

## **4. CONNECTION FEE (Installation Fee)**

Applicant shall be required to pay in advance a minimum connection fee for each service. This fee shall be in the amount shown in the District Fee Schedule.

## **5. CUSTOMER'S FACILITIES**

The customer shall be responsible for the design, ownership and maintenance of all facilities, except District watt hour meter, on the customer's side of the point of delivery. Prior to the construction, the applicant shall obtain District approval of the point of delivery and meter locations. See Section 85 for submetering terms and

conditions. Prior to connection of applicant's facilities to District's service, the applicant or his/her electrical contractor shall obtain a City Wiring Permit or State Safe Wiring Label and associated safety approval.

In the event the customer constructs permanent structures over, across, or under the District's facilities after their original installation so that the District's ability to maintain and repair such facilities is impaired, the customer shall be responsible for the added cost of maintenance and repair of that segment of the facilities so obstructed.

## **6. DISTRICT FACILITIES**

The District will design, install, own, and maintain all conductors on the District side of the point of delivery plus the watt hour meter. The District shall be granted or have available satisfactory right of way for construction, operation, and maintenance of District facilities, including any tree trimming rights, prior to construction.

## **7. POINT OF DELIVERY**

The point of delivery shall be that point where the District owned and maintained conductors connect to customer owned and maintained conductors. There shall be no more than one point of delivery for each building or facility except by special permission of the District and the State or City electrical inspector.

The point of delivery shall be located as follows:

- a. For overhead service, the point of delivery shall be at the end of the customer's service entrance conductors which shall extend a minimum of 18 inches out of the customer's conduit weatherhead. The District will furnish and install the connectors.
- b. For underground service, the point of delivery shall be at the terminals of the meter socket or main disconnect if the main disconnect is ahead of the meter. The customer shall install, own, and maintain the meter socket, main panel, and associated entrance conduit.
- c. For service to a point where the District cannot obtain permanent right of way, the point of delivery shall be at or near the last point of which the District can obtain permanent right of way. If primary metering is required, the District will install, own, and maintain this metering.

## **8. UNDERGROUND FACILITIES**

Underground facilities will be constructed providing the applicant performs at his/her expense the necessary trenching, backfilling, and roadway crossing, and provides and installs conduits in accordance with District specifications. The District will design the facilities and install and maintain the conductors, transformers and necessary facilities in accordance with District policy. The District may provide the trenching, conduits, road crossings, and other necessary facilities at the applicant's

expense. Payment to the District for all costs including trenching, backfilling, roadway crossing, conduit, etc., shall be made before construction.

## **9. CONTRACT PROVISIONS**

### **A. Contract Provisions**

For District facilities to provide electric service to an applicant's permanent residence, the applicant shall pay the estimated cost of District facilities. Payment shall be made prior to construction.

### **B. Temporary Customer Facility**

Temporary service may be granted for the construction of new residences. All District costs associated with the installation of a temporary service shall be paid by the customer. See District Fee Schedule for single phase and/or three phase charge related to temporary facilities.

### **C. General Provisions**

Adjustment of the facility charge may be made if the actual cost of District facilities is significantly more or less than the estimated cost. The District's Engineer will make this decision based on the changes in the job. This difference may be billed or refunded.

The District will endeavor to advise the applicant or his/her designated agent if, in the course of construction, unforeseen conditions occur which may cause the cost to be in variance with the estimated cost. Any change or modification of the applicant's initial electrical service requirements which requires a change of District facilities may result in a change of the applicant's payment. If an applicant requires cancellation of a contract prior to District's construction, the applicant shall be held responsible for payment for any expense incurred by the District.

If the applicant acts through or is represented by an agent who has authority to modify, change, or cancel the electric service requirements, the applicant must advise the District of his/her designated agent's name, address, and telephone number.

Permanent residence shall mean residence:

- on applicant's property (taxpayer of County record)
- has permanent residential building permit and permit number noted by the District
- has a municipal water system available or a water system installed that consists of well or approved spring and buried piping to residence location
- has a municipal sewer system available or septic tank and drain field installed and approved by the County Health Department
- has the concrete foundation installed and the framing lumber or mobile home delivered; or residence:

- on applicant's property (taxpayer of County record)
- has permanent residential building permit and permit number noted by District
- has a municipal water system available or a well installed
- has a municipal sewer system available or an acceptable perc test by the County Health Department.

The District's New Service Connect Fee, as listed in the Fee Schedule, shall be in addition to the foregoing costs.

## **10. CUSTOMER AID TO CONSTRUCTION**

An applicant may reduce the cost of service by providing tree trimming and clearing, and/or trenching and backfilling, in accordance with the District specifications.

Work performed by the applicant shall be in accordance with applicable laws and regulations; and the applicant, agent, employee, builder, or contractor shall assume all risks in connection with any work performed, and shall further protect, save, and hold harmless the District, its officers and agents from any and all claims for damages or injuries to persons or property that may be sustained by anyone on account of performance of the applicant or agents. Each shall perform as an independent contractor and not as an employee, agent, or representative of the District for any purpose.

## **11. ADDED CUSTOMERS**

The District reserves the right to connect additional customers to District facilities constructed under this policy. Customers may receive benefits resulting from adding customers to the line extension. Adjustments, when applicable, shall be determined on the basis of proportionate time remaining of the five (5) years from the installation of the original facilities and that portion of the original facilities required to serve additional customers. The adjustment will be in the form of a cash refund. Any refund will be limited to five (5) years after the installation of the original facilities. The District will collect the pro-rated facilities cost from any new addition to the line extension and refund to the original customer.

## **12. EXCESS SERVICE**

It shall be the policy of the District to require an applicant to wire his/her building or facility in such a manner that the District can provide electric service with a minimum of cost. When an applicant desires services to some other manner, the applicant shall be required to pay to the District this additional cost to serve. The District will design, install, own, and maintain the required facilities. Excess service cost resulting from applicant's desires shall be paid prior to construction of facilities.

### **13. UNUSUAL CONDITIONS**

Electric Service may be supplied to customers not coming within the scope of the District's rate schedules and service policies provided such service shall be covered by a special contract and shall be approved by the Commissioners of the District.

### **14 CONTRACT TERMINATION**

If for any reason the installation of facilities of the District is delayed by more than ninety (90) days after the applicant or customer has been notified of the cost, the cost estimate shall become null and void.

**SECTION 82**

**WAHAKIAKUM PUD  
SERVICE POLICY FOR APARTMENT BUILDINGS, CONDOMINIUMS, AND  
MOBILE HOME PARKS**

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## **1. GENERAL**

It is the policy of the District to extend electric service or increase electrical facilities to customers in all of the District's service area under the following conditions.

## **2. AVAILABILITY**

This policy applies to residences with a minimum of 600 square feet of livable floor space, or recreation vehicles on residential lots.

## **3. APPLICATION FOR NEW SERVICE (No facilities exist)**

An applicant for electric service must hold title to the premises in fee, have a contract to purchase, or possess a permit or a term lease satisfactory to the District before the District will extend service to the property. An applicant shall be responsible for making proper application for service with the District. This application shall contain:

- a. Name, service address, mailing address, telephone number, and social security number of applicant(s). Applicant must apply in person and show valid photo identification.
- b. Location of new service.
- c. Proposed electrical load, itemized by major items with their electrical ratings.
- d. Voltage, phase, and amperage rating of main electrical panel.
- e. Type of residence that the District is being requested to serve.
- f. Approximate date service is desired.
- g. Name of electrical contractor.

Before construction of any extension or installation of facilities by the District, the District will require evidence of approval for construction from the governing agencies which provide positive assurance of the applicant's right and intention to proceed with building or facility construction or placement. An applicant may be required to prepay extension costs as evidence of applicant's intention to proceed.

## **4. CONNECTION FEE (Installation Fee)**

Applicant shall be required to pay in advance a minimum connection fee for each service. This fee shall be in the amount shown in the District Fee Schedule.

## **5. CUSTOMER'S FACILITIES**

The customer shall be responsible for the design, ownership and maintenance of all facilities, except District watt hour meter, on the customer's side of the point of delivery. Prior to the construction, the applicant shall obtain District approval of the point of delivery and meter locations. Prior to connection of applicant's facilities to

District's service, the applicant or his/her electrical contractor shall obtain a City Wiring Permit or State Safe Wiring Label and associated safety approval.

In the event the customer constructs permanent structures over, across, or under the District's facilities after their original installation so that the District's ability to maintain and repair such facilities is impaired, the customer shall be responsible for the added cost of maintenance and repair of that segment of the facilities so obstructed.

The customer shall be responsible for the design, ownership and maintenance of all facilities, except District watt hour meter, on the customer's side of the point of delivery. Prior to the construction, the applicant shall obtain District approval of the point of delivery and meter locations. See Section 85 for submetering terms and conditions. Prior to connection of applicant's facilities to District's service, the applicant or his/her electrical contractor shall obtain a City Wiring Permit or State Safe Wiring Label and associated safety approval.

In the event the customer constructs permanent structures over, across, or under the District's facilities after their original installation so that the District's ability to maintain and repair such facilities is impaired, the customer shall be responsible for the added cost of maintenance and repair of that segment of the facilities so obstructed.

## **6. DISTRICT FACILITIES**

The District will design, install, own, and maintain all conductors on the District side of the point of delivery plus the watt hour meter. The District shall be granted or have available satisfactory right of way for construction, operation, and maintenance of District facilities, including any tree trimming rights, prior to construction.

## **7. POINT OF DELIVERY**

The point of delivery shall be that point where the District owned and maintained conductors connect to customer owned and maintained conductors.

Multiple occupancy buildings of six units or less will be served at one point of delivery. Multiple occupancy buildings of more than six units may be allowed more than one point of delivery, provided that there shall be no fewer than four meters per point of delivery, subject to approval by State or City electrical inspector.

The point of delivery shall be located as follows:

- a. For overhead service, the point of delivery shall be at the end of the customer's service entrance conductors which shall extend a minimum of 18 inches out of the customer's conduit Weatherhead. The District will furnish and install the connectors.
- b. For underground service where the meter is located on an exterior wall, the point of delivery shall be at the terminals of the meter socket or main disconnect if the main disconnect is ahead of the meter. The

customer shall install, own, and maintain the meter socket, main panel, and associated entrance conduit.

- c. For underground service where the meter is located within the building, the point of delivery shall be at the pedestal or transformer secondary terminals as designated by the District. The District will furnish, install and maintain the terminal connectors.
- d. For service to a customer owned primary system, the point of delivery shall be a District owned, disconnect. The District will install, own, operate and maintain the metering, protective equipment, disconnect, and the termination to the disconnect. The customer shall install, own, operate and maintain the facilities on the owner's side of the point of delivery.
- e. For service to a point where the District cannot obtain permanent right of way, the point of delivery shall be at or near the last point of which the District can obtain permanent right of way. If primary metering is required, the District will install, own, and maintain this metering.

## **8. UNDERGROUND FACILITIES**

Underground facilities will be constructed providing the applicant performs at his/her expense the necessary trenching, backfilling, and roadway crossing, and provides and installs conduits in accordance with District specifications. The District will design the facilities and install and maintain the conductors, transformers and necessary facilities in accordance with District policy. The District may provide the trenching, conduits, road crossings, and other necessary facilities at the applicant's expense. Payment to the District for all costs including trenching, backfilling, roadway crossing, conduit, etc., shall be made before construction.

## **9. CONTRACT PROVISIONS**

The District will endeavor to advise the applicant or his/her designated agent if, in the course of construction, unforeseen conditions occur which may cause the cost to be in variance with the estimated cost. Any change or modification of the applicant's initial electrical service requirements which requires a change of District facilities may result in a change of the applicant's payment.

If the applicant acts through or is represented by an agent who has authority to modify, change, or cancel the electric service requirements, the applicant must advise the District his/her designated agent's name, address, and telephone number.

KVA of required transformer capacity shall be determined by the District.

## **10. CUSTOMER AID TO CONSTRUCTION**

An applicant may reduce the cost of service by providing tree trimming and clearing, and/or trenching and backfilling, in accordance with the District specifications.

Work performed by the applicant shall be in accordance with applicable laws and regulations; and the applicant, agent, employee, builder, or contractor shall assume all risks in connection with any work performed, and shall further protect, save, and hold harmless the District, its officers and agents from any and all claims for damages or injuries to persons or property that may be sustained by anyone on account of performance of the applicant or agents. Each shall perform as an independent contractor and not as an employee, agent, or representative of the District for any purpose.

## **11. UNIT IDENTIFICATION**

Prior to request for service connection to individually metered units, the owner shall provide the District with the correct building address on a copy of the final plans showing the numbering or lettering sequence of the individual units. The owner shall also have the meter sockets on the service panel identified as to unit number or type of load served. Service shall not be connected until all these conditions are met.

After service connection, it shall be the responsibility of the owner to notify the District in writing of any changes in building address or unit identification. The owner may be billed for the District's cost to re-identify meters and change billing records. Failure to notify the District of these changes shall subject the owner to charges for any losses suffered by the District plus the cost to the District to process these adjustments and change meter and billing records.

## **12. ADDED CUSTOMERS**

The District reserves the right to connect additional customers to District facilities constructed under this policy.

## **13. EXCESS SERVICE**

It shall be the policy of the District to require an applicant to wire his/her building or facility in such a manner that the District can provide electric service with a minimum of cost. When an applicant desires services to some other manner, the applicant shall be required to pay to the District this additional cost to serve. The District will design, install, own, and maintain the required facilities. Excess service cost resulting from applicant's desires shall be paid prior to construction of facilities.

#### **14. UNUSUAL CONDITIONS**

Electric Service may be supplied to customers not coming within the scope of the District's rate schedules and service policies provided such service shall be covered by a special contract and shall be approved by the Commissioners of the District.

#### **15. CONTRACT TERMINATION**

If for any reason the installation of facilities of the District is delayed by more than ninety (90) days after the applicant or customer has been notified of the cost, the cost estimate shall become null and void.

**SECTION 83**

**WAHAKIAKUM PUD  
SERVICE POLICY FOR CAMPING CLUBS,  
CAMPGROUNDS AND TRAILER COURTS**

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11. Added Customers

## **1. GENERAL**

It is the policy of the District to extend electric service or increase electrical facilities to customers in all of the District's service area under the following conditions.

## **2. AVAILABILITY**

This policy applies to installations including, but not limited to, service for camping clubs, campgrounds, and trailer courts.

See Section 85 for District Submetering Policy.

## **3. APPLICATION FOR SERVICE**

An applicant for electric service must hold title to the premises in fee, have a contract to purchase, or possess a permit or a term lease satisfactory to the District before the District will extend service to the property. An applicant shall be responsible for making proper application for service with the District. This application shall contain:

- a. Name, service address, mailing address, telephone number, and social security number of applicant(s). Applicant must apply in person and show valid photo identification.
- b. Location of new service, and property description.
- c. Proposed electrical load, itemized by major items with their electrical ratings, and future load growth plans.
- d. Voltage, phase, and amperage rating of main electrical panel.
- e. Site plan of proposed development drawn to scale.
- f. Approximate date service is desired.
- g. Name of electrical contractor.

Before construction of any extension or installation of facilities by the District, the District will require evidence of approval for construction from the governing agencies which provide positive assurance of the applicant's right and intention to proceed with building construction or facility placement or construction. An applicant will be required to prepay extension costs as evidence of applicant's intention to proceed.

## **4. CONNECTION FEE (Installation Fee)**

Applicant shall be required to pay in advance a connection fee for each service. This fee shall be in the amount shown in the District Fee Schedule.

## **5. CUSTOMER'S FACILITIES**

The customer shall be responsible for the design, installation, ownership and maintenance of all facilities, except District watt hour meter, on the customer's side of the point of delivery. Prior to the construction, the applicant shall obtain District approval of the point of delivery and meter locations. See Section 85 for

submetering terms and conditions. Prior to connection of applicant's facilities to District's service, the applicant or his/her electrical contractor shall obtain a City Wiring Permit or State Safe Wiring Label and associated safety approval.

In the event the customer constructs permanent structures over, across, or under the District's facilities after their original installation so that the District's ability to maintain and repair such facilities is impaired, the customer shall be responsible for the added cost of maintenance and repair of that segment of the facilities so obstructed.

## **6. DISTRICT FACILITIES**

The District will design, install, own, and maintain all conductors on the District side of the point of delivery plus the watt hour meter. The District shall be granted or have available satisfactory right of way for construction, operation, and maintenance of District facilities, including any tree trimming rights, prior to construction.

## **7. POINT OF DELIVERY**

The point of delivery shall be that point where the District owned and maintained conductors connect to customer owned and maintained conductors. There shall be no more than one point of delivery for each building or facility except by special permission of the District and the State or City electrical inspector.

The point of delivery shall be located as follows:

- a. For overhead service, the point of delivery shall be at the end of the customer's service entrance conductors which shall extend a minimum of 18 inches out of the customer's conduit weatherhead. The District will furnish and install the connectors.
- b. For overhead service from padmounted transformers, the point of delivery shall be at the transformer secondary terminals. The District will furnish, install, and maintain the terminal connectors. The customer will install, own, and maintain the transformer foundation and any necessary fencing.
- c. For underground service of 400 ampere or less capacity and where the meter is located on an exterior wall, the point of delivery shall be at the terminals of the meter socket or main disconnect if the main disconnect is ahead of the meter. The customer shall install, own, and maintain the meter socket, main panel, and associated entrance conduit.
- d. For underground service greater than 400 ampere capacity or where the meter is located within the building and to be served from secondary pedestal, padmount or vault enclosed transformer, the point of delivery shall be at the pedestal or transformer secondary terminals as designated by the District. The District will furnish, install, and maintain the terminal connectors.



- e. For service to a customer owned primary system, the point of delivery shall be a District owned, disconnect. The District will install, own, operate and maintain the metering, protective equipment, disconnect and termination to the disconnect. The customer shall install, own, operate and maintain the facilities on the owner's side of the point of delivery.
- f. For service to a point where the District cannot obtain permanent right of way, the point of delivery shall be at or near the last point of which the District can obtain permanent right of way. If primary metering is required, the District will install, own, and maintain this metering.

## **8. UNDERGROUND FACILITIES**

Underground facilities will be constructed providing the applicant performs at his/her expense the necessary trenching, backfilling, and roadway crossing, and provides and installs conduits in accordance with District specifications. The District will design the facilities and install and maintain the conductors, transformers and necessary facilities in accordance with District policy. The District may provide the trenching, conduits, and other necessary facilities at the applicant's expense. Payment to the District for trenching, backfilling, roadway crossing, conduit, etc., shall be made before construction.

## **9. CONTRACT PROVISIONS**

The applicant shall pay the estimated cost of District facilities required to provide electric service to a camping club, campground, or trailer court. Payment shall be made prior to construction.

Once electric service is discontinued it shall be the District's option to remove its facilities.

The District will endeavor to advise the applicant or his/her designated agent if, in the course of construction, unforeseen conditions occur which may cause the cost to be in variance with the estimated cost. Any change or modification of the applicant's initial electrical service requirements which requires a change of District facilities may result in a change of the applicant's payment.

If the applicant acts through or is represented by an agent who has authority to modify, change, or cancel the electric service requirements, the applicant must advise the District his/her designated agent's name, address, and telephone number.

KVA of required transformer capacity shall be determined by the District.

## **10. CUSTOMER AID TO CONSTRUCTION**

An applicant may reduce the cost of service by providing tree trimming and clearing, and/or trenching and backfilling, in accordance with the District specifications.

Work performed by the applicant shall be in accordance with applicable laws and regulations; and the applicant, agent, employee, builder, or contractor shall assume all risks in connection with any work performed, and shall further protect, save, and hold harmless the District, its officers and agents from any and all claims for damages or injuries to persons or property that may be sustained by anyone on account of performance of the applicant or agents. Each shall perform as an independent contractor and not as an employee, agent, or representative of the District for any purpose.

## **11. ADDED CUSTOMERS**

The District reserves the right to connect additional customers to District facilities constructed under this policy.

**SECTION 84**

**WAHAKIYAKUM PUD  
SERVICE POLICY FOR PROPERTY DEVELOPMENTS**

**INDEX**

1. General
2. Availability
3. Application for Service
4. Developer Responsibilities
5. District Responsibilities
6. Contract Provisions
7. Added Customers
8. Unusual Conditions

## **1 GENERAL**

It is the policy of the District to extend electric service or increase electrical facilities to customers in all of the District's service area under the following conditions.

## **2 AVAILABILITY**

This policy applies to installations including, but not limited to, making electric service available to lots or tracts of a property subdivision

## **3 APPLICATION FOR SERVICE**

An applicant for electric service must hold title to the premises in fee, have a contract to purchase, or possess a permit or a term lease satisfactory to the District before the District will extend service to the property. An applicant shall be responsible for making proper application for service with the District. This application shall contain:

- a. Name, service address, mailing address, telephone number, and social security number of applicant. Applicant must apply in person and show valid photo identification.
- b. Location of development.
- c. Engineer's plat survey or proposed subdivision.
- d. Type of residences and/or businesses for which the subdivision is intended.
- e. Approximate date service is desired.
- f. Name of electrical contractor.

Before construction of any extension or installation of facilities by the District, the District will require evidence of approval for construction from the governing agencies which provide positive assurance of the applicant's right and intention to proceed with building construction or facility placement or construction. An applicant will be required to prepay extension costs as evidence of applicant's intention to proceed.

## **4 DEVELOPER RESPONSIBILITIES**

It shall be the responsibility of the developer to provide acceptable right of way on the property for the construction, operation, and maintenance of an electrical distribution system. For an overhead system, the developer shall remove or trim trees to meet District requirements and provide truck access to pole locations. For an underground system, the developer shall furnish final grade along cable routes and at transformer location, dig and backfill trenches, provide and install conduit, all to meet District requirements, and provide truck access to transformer locations.

The developer shall provide the District with preliminary drawings of other utility systems within the subdivision so that the planning and coordination of electrical facilities can be made.

Sufficient notice shall be given the District so that it can plan the facility installation. All phases of the development are to be coordinated with the District in order to properly schedule the work.

## **5 DISTRICT RESPONSIBILITIES**

The District will design, install, own, and maintain the required electrical facilities to make electric service available to designated lots of a subdivision. Services to individual lots may be installed as required at a later time.

## **6 CONTRACT PROVISIONS**

The applicant shall pay the District, prior to construction, the estimated total cost of the distribution system required to make electric service available to the designated lots. The amount of payment will be adjusted to actual cost at the time of completion.

## **7 ADDED CUSTOMERS**

The District reserves the right to connect additional customers to District facilities constructed under this policy.

## **8 UNUSUAL CONDITIONS**

Electric service may be supplied to customers not coming within the scope of the District's rate schedules, line extension policies, and service policies provided such service shall be covered by a special contract and shall be approved by the Commissioners of the District.

**SECTION 85**

**WAHAKIYAKUM PUD  
SERVICE POLICY FOR SUBMETERING**

**INDEX**

1. General
2. Terms and Conditions

## 1. GENERAL

The district will allow certain customers, such as travel trailer parks and marina owners (customers) within the District's service territory to submeter electrical power that it purchases from the District to its individual users for billing allocation purposes, subject to certain terms and conditions detailed below, and specified in the District's Customer Regulations under **SUBMETERING**.

## 2. TERMS AND CONDITIONS

- A. The customer requesting submetering must submit a written request to the District indicating the type of business, location and the number of spaces for electric submetering.

The customer may only submeter electrical power delivered to its facilities located at the location specified in the initial request. Approval of the customer's facilities by the authority having jurisdiction (State/County/City Electrical Inspector) is required prior to the issuance of a submetering contract.

- B. The District will review the customer's request and upon approval by the District, will submit to the customer a letter granting their submetering request and a contract for providing submetering services, signed by the General Manager and/or his/her designee.

- C. The customer will provide electric meters that meet specific standards established by the District. Meters purchased will be tested by the District or an independent testing firm, at the customer's expense, upon need as determined by the District or upon request by the actual user. Failure to have the meters tested for accuracy could result in the withdrawal of District authorization to submeter.

The meter base shall have a label, minimum  $\frac{3}{4}$  inch high letter in white, with a red background, saying "Private." This will not only serve to inform the tenant, but also clearly identify for field personnel.

- D. The customer must submit to the District for approval, a proposed schedule to be used by the customer for the submetered electrical sale. The charge may not exceed the current District tariff, plus applicable local taxes (Schedule 98), less the District's monthly customer charge.

The District will provide to the customer copies of the District's Tariff Schedules 2--Small Commercial, Schedule 3--General Service and Municipal Tax Schedule 98, to help determine the maximum energy amount that may be charged to the end user. Service beyond the District's metering point shall be 200 amp single phase or less. Please note that the District's monthly customer charge may not be part of the customer's billing tariff.

The District's electric tariffs change from time to time, either up or down. Changes in electric tariffs are approved during a public hearing held

by the Commission. It is the reseller's ultimate responsibility to know and apply the current applicable tariff.

- E. The District is the ultimate seller of electric energy within its service territory, and as such, the District will collect the State Utility Tax and the City Tax (if applicable) on the District's sale of electric energy.
- F. The Customer will install, own, and be responsible for the care of all electric wire, meters, meter bases and any other equipment necessary to submeter electric service from the District's point of delivery. The customer will sign a contract with the District which holds the District harmless and indemnifies the District against any suit by tenants of the customer. (See hold harmless, indemnification and insurance provisions of contract).  
Note: The customer shall inform each tenant that the meters are private.
- G. Failure of the customer to comply with the above terms and conditions will result in: A) withdrawal of District permission to submeter and immediate cancellation of the submetering agreement contract; and B) termination of electric service to the customer's facility.
- H. The submetering installation shall be inspected by the Washington State Department of Labor and Industries.

This Policy provides exceptions to the District's Service Policies only in the areas specified by the Policy. All other Service Policy requirements are still in effect.



**SECTION 86**

**WAHAKIYAKUM PUD**

**REPLACEMENT OF STREET LIGHTS, SECURITY LIGHTS AND YARD LIGHTS**

The District has determined that it is in the best interest of its ratepayers to replace street lights, security lights and yard lights with energy efficient light emitting diodes. In the event that a street light, security light or yard light requires replacement, in the event of a new installation, or any time at the District's discretion, the District will install a light emitting diode. The monthly billing rate will be as set forth in the District's rate schedule.