

**PUBLIC UTILITY DISTRICT NO. 1
OF COWLITZ COUNTY, WASHINGTON**

ELECTRIC SERVICE CONDITIONS POLICY

No.: CS-2
Issued: November 8, 2005
Revised: September 29, 2009 (Staff Recommendation Memo 33/9/29)
Effective: October 1, 2009
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SECTION 1 - OBJECTIVES:

To detail the responsibilities of the District to provide electric service and the responsibility of customers receiving electric service, to meet governing electrical codes, standards and, District service requirements and, to facilitate electric service delivery in a safe, efficient, and lawful manner. To inform the customer of potential charges associated in certain situations as summarized on the Definitions and Schedule of Fees (Attachment 1).

SECTION 2 - CONFLICT:

In case of conflict among provisions of this Electric Service Conditions Policy and the provisions of any District Rate Schedule or Special Contract, the provisions of the Rate Schedule or Special Contract shall apply.

SECTION 3 - CUSTOMER RESPONSIBILITY FOR DISTRICT PROPERTY:

- A. The customer will exercise care and take precautions to prevent damage to any District property located on the customer's premises, including meters, instruments, transformers, services, and any other equipment installed and owned by the District. All such equipment shall remain the property of the District and may be removed at the discretion of the District. In the event District property is damaged because of customer negligence, the customer will pay the cost of repairs or replacement. No unauthorized person will make any connections to the District's circuits for the purpose of securing electric energy and any such act shall be subject to prosecution under the law. According to state law (RCW 70.54.090), it is unlawful to attach to any District poles, advertising signs, posters, or similar objects which obstruct access or present a hazard to electrical workers.
- B. The District will seek prosecution for theft of power, destruction of District property and other violations of law affecting delivery of its services and will pursue collection for its losses, damages and costs related to such action to the fullest extent provided by law.
- C. Unless otherwise described by easement, the customer shall grant the District all rights of way for District facilities placed on the customer's property solely to serve the customer. As such the customer will not cause conflict with the District's ability to operate these facilities or the ability to safely and efficiently provide service.
- D. The customer shall not plant trees or other vegetation, nor construct or locate any permanent structure that will interfere with the operation and maintenance of the District's facilities. Additionally, the customer shall not engage in any activity, either grading or filling, which significantly increases or decreases the depth below the surface of any

underground District facilities or the clearance above the surface to overhead District facilities. The customer may be required to remove any obstruction without undue delay or to pay the District's cost of relocating the electric facilities. Failure to comply with these requirements may result in termination of electric service to the customer.

- E. If any such planting, construction or grading over or under District facilities should occur without the District's expressed written consent, the customer assumes all liability and responsibility for any damage or injury which may occur as a result.
- F. Pursuant to state law (RCW 19.122), a customer is required to provide forty-eight (48) hours notice to the District via the Northwest Utility Notification Center (1-800-424-5555) prior to any excavation in excess of twelve (12) inches.

SECTION 4 - CUSTOMER WIRING AND EQUIPMENT:

- A. The District has the right, but is not required, to inspect any customer's electrical installation before service is supplied or at any later time. The District will not make permanent connection to any service which has not been approved for connection by State, County or City electrical inspection agencies. These agencies assure compliance with applicable codes and accepted standards of construction. In addition, the District will not connect services that do not conform to this policy or other applicable District policies, or which, in the opinion of the District, is unsafe.
- B. It is the customer's responsibility to operate service equipment by qualified and authorized personnel, and to adequately maintain their equipment to assure proper working order. The District is not liable or responsible for any loss, injury or damage resulting from any failures in the customer's installation or equipment or from accidents which may occur on the customer's premises.
- C. During routine maintenance activities, the District may disconnect service to facilitate safe and efficient system work. To the extent practical, such outages will be scheduled and customers will be notified in advance. During these outage times, customers are expected to protect their electrical equipment, if necessary, from possible damage. In the event that any such damage occurs, the District will not be liable for any costs of replacement or repair.
- D. The District strives to provide reliable and consistent electrical service. However, it is recognized that, from time to time, conditions beyond the control of the District may cause electric service interruptions or voltage, current or frequency deviations to occur. It is the customer's responsibility to provide adequate protection for their connected equipment, process or product to prevent damage or loss in the event of interruptions or irregularities. If such instances, the District is not liable for damages or losses that may occur. The District offers information to customers on vendors who provide protection devices.
- E. It is the customer's responsibility to notify the District, in advance, of added electrical load or change in operation. Significant damage may result to District equipment from unanticipated added load. The cost of any such damage will be the responsibility of the customer.
- F. Electrical equipment on the customer's premises shall be operated in a manner that does not affect the quality of electric service or cause interference to other customers. When

such conditions occur, the customer causing the condition shall be responsible for providing and installing corrective equipment as determined by the District. The District, at its discretion, may take corrective measures at the expense of the customer or may terminate service.

SECTION 5 - METERS AND METERING:

- A. The District is currently installing and will continue to use meters capable of remote reading and other advanced load management functions. These meters will be used for all electric customers of the District.
- B. The District will install, own and maintain all meters and other equipment necessary for measuring the electric demand and energy used by the customer under the District's applicable rate schedules. The customer is responsible to furnish, install and maintain metering enclosures where required by the District.
- C. Demand meters may be installed on any service when the nature of the customer's equipment and operation indicates that a demand meter is required for correct application of the District's Rate Schedules.
- D. The installation of additional meters, beyond or in addition to the District's meter(s), are generally provided, installed, owned and maintained by the customer.
- E. The builder or owner of a multiple unit complex must permanently and accurately number and maintain the markings of meter bases or panel covers and the corresponding building units. Until there is full compliance, the accounts will remain in the builder's/owner's name. The owner must notify the District, in writing and in advance, of any change in unit numbering. Any billing discrepancy due to inaccurate numbering of meter bases or panels and corresponding building units will be the responsibility of the builder/owner.
- F. When more than one building or unit is served by a single meter, the service account will remain in the owner's name.

SECTION 6 - METER LOCATION:

- A. The customer will provide an approved meter base, installed on the exterior surface of the building or service structure according to current District Standards.
- B. Failure to provide access to electric meters may result in the disconnection of electric service. If it is necessary to relocate metering facilities in order to provide access, the customer may be required to pay the District's estimated cost.

SECTION 7 - METER TESTS:

The District will make necessary tests and inspections on its meters to ensure a high standard of accuracy. Additional tests may be requested by the customer. The cost for additional testing is provided on the attached Schedule of Fees. The results of the additional meter testing are handled according to District procedures.

SECTION 8 - CHARACTER OF SERVICE:

- A. The service available will be nominal sixty (60) hertz alternating current.
- B. The District's primary distribution of alternating current is available at various voltages depending on location. Three-phase service is available in most business and industrial areas. The customer should consult the District's Engineering Department to determine characteristics and availability of specific services.
- C. If the customer requests types of service other than those available, the customer will provide any special transformers, equipment and space for mounting such equipment.

SECTION 9 - PHASE BALANCE:

The District will require the customer's electric current load to be reasonably balanced between phases of a three-phase service.

SECTION 10 - POWER FACTOR:

- A. The customer shall be responsible for assuring their use of electrical energy is made in accordance with accepted practices, and in doing so, their usage does not adversely affect reliable energy supply. The District will not be obligated to deliver electric energy to a customer at any time the Power Factor of the customer's load is below seventy-five percent (75%) lagging or leading.
- B. Subject to the provisions of Special Contracts, when the monthly average Power Factor of the customer's load is less than ninety-seven percent (97%) lagging or leading, as indicated by test or the installation of a meter to determine Power Factor, the Maximum Demand for billing purposes for that month shall be increased by multiplying the Maximum Demand by the ratio determined by dividing .97 by the Power Factor.

SECTION 11 - INTERRUPTION OF SERVICE:

- A. The District will exercise reasonable care and effort to provide adequate and uninterrupted service, but will not be liable for personal injuries, property damages or any other loss or damage resulting from interruptions of service due to causes reasonably beyond its control or normal operations. Such interruptions will not constitute a breach of agreement for service.
- B. The District will make reasonable effort to notify customers of a planned power outage, but reserves the right without penalty to temporarily suspend service when necessary.

SECTION 12 - CUSTOMER EQUIPMENT FAILURE AND RESTORATION:

If an electric service outage occurs because of failure of the customer's equipment, and such failure is determined to be resulting from negligence of the customer, a reconnection fee may be charged by the District in an amount appropriate in the circumstances and reflecting the applicable costs to the District. An inspection of the customer's facilities by the appropriate electrical inspecting authority will be required prior to restoration of service.

SECTION 13 - UNSAFE CONDITIONS:

If the District finds an unsafe condition of the Customers electrical equipment, which could result

in injury or damage to a person or property, the District, without prior notice, may disconnect the service until corrections are made and is approved by the appropriate electrical inspecting authority.

SECTION 14 - SERVICE TERMINATION BY GOVERNING AUTHORITY AND RESTORATION:

Where service is terminated at the direction of any State, County, City, Fire or Police authority, an inspection of the customer's facilities by the appropriate electrical inspecting authority will be required prior to restoration of service.

SECTION 15 - RIGHT OF ACCESS:

Authorized employees of the District have the right of access to customer's private property as reasonably required for the purpose of reading meters, testing, repairing, inspection, removing, or replacing any District equipment and facilities located on the customer's private property. If any such equipment is located within a locked area or enclosure, the District will be furnished with a means of access. It is the customer's responsibility to restrain his or her pets to allow District personnel access to District equipment. Customer refusal to cooperate in allowing District personnel access may result in termination of electric service.

SECTION 16 - COMMERCIAL USE OF A PORTION OF A BUILDING:

If a building is jointly used for residential and commercial purposes by the same customer, all energy use may be considered residential provided that the total connected commercial load does not exceed twenty-five percent (25%) of the total connected load of the entire building. If more than one (1) residential dwelling is served through a single meter, the General Service Rate Schedule shall be applied.

SECTION 17 - COMMERCIAL FARM USE:

Electric energy used on farm premises supplied through a single Point of Delivery and a single Point of Metering shall be served from the District's Residential Rate Schedule. Electric energy used on farm premises in connection with processing for sale of raw materials not produced there will not qualify for the District's Residential Rate Schedule. Non-residential use meters shall be served at the District's General Service Rate Schedule.

SECTION 18 - TRAVEL TRAILER COURTS, RV PARKS AND RECREATIONAL FACILITIES:

The District will render electric service to travel trailer courts, RV parks and other short term use recreational facility through a single Point of Delivery and single Point of Metering. The General Service Rate Schedule will apply. For customer facilities with more than one Point of Delivery, Point of Metering or other considerations, a Special Contract may be required.

SECTION 19 - LIABILITY FOR VIOLATING PROVISIONS OF THIS POLICY:

Any person violating any of the provisions of this Policy may be prosecuted in accordance with the law; and, in addition to the penalty determined by the Court, the electric service of any persons found guilty of violating the provisions of this Policy may be disconnected and the person violating shall be liable for all damage and expenses incurred by the District.

SECTION 20 - VALIDITY:

If any portion of this Policy is for any reason held to be unconstitutional or void, such invalidity shall not affect the validity of the remaining portion of this Policy.

Supersede: This policy supersedes any previous policy or resolution or District action that is contrary to or otherwise conflicts with the provision of this Policy.

EFFECTIVE: October 1, 2009

ADOPTED this 29th day of September, 2009 by the Board of Commissioners of Public Utility District No. 1 of Cowlitz County, Washington.

Edward M. Piper, President

Mark McCrady, Vice President

Merritt H. Ketcham, Secretary

Attachment 1: Definitions and Schedule of Fees

Scw/mp.Policy.S-2ElectricServiceConditionsPolicy.9-29-09

CUSTOMER SERVICE AND CREDIT/COLLECTIONS POLICY

ATTACHMENT 1

DEFINITIONS AND SCHEDULE OF FEES

DEFINITIONS OF TERMS:

The following terms, used in policies or in any electric rate schedules publicized by the District or in applications or agreements for electric service, shall have the meanings given below unless otherwise clearly stated:

Applicant: The person(s) applying for service.

District: Public Utility District No. 1 of Cowlitz County, Washington.

Manager: The duly appointed General Manager of Public Utility District No. 1 of Cowlitz County, Washington.

Customer: The end-use consumer of utility service and the party who will pay for such services provided which includes any individual, partnership, corporation, organization, governmental agency, political subdivision, municipality, or any other entity supplied with electric service by the District at one location.

Electric Service: The making available of electric energy at the Point of Delivery for use by a customer, irrespective of actual energy usage by the customer.

Rate Schedule: A list of effective rates and charges as established and amended from time to time by the Commission of the District.

Residential Service: Provision of electric service for household purposes.

Point of Delivery: Unless otherwise designated by Special Contract, the Point of Delivery shall be at the Point of Interconnection to the customer's electric facilities regardless of the location of the District's meters, transformers or other apparatus.

Point of Interconnection: The point where the District's facilities are attached to the customer's electric facilities.

Energy: Electric energy, measured in kilowatt-hours (kWh).

Maximum Demand: The highest 30-minute average rate of delivery of electric energy during a billing period, expressed in whole kilowatts (kW) provided that, in the case of special loads which are highly fluctuating or of short duration, the District, at its discretion, may use an interval less than 30 minutes.

Power Factor: The ratio of kilowatt-hours to kilovolt-ampere-hours, expressed as a percentage, leading or lagging.

Month: An interval of approximately 30 days.

Billing Period: An interval of one or two months, depending on the interval between successive meter reading dates as established by the District.

Special Contracts: Contracts entered into pursuant to Section 7 of the Customer Service Policy.

SCHEDULE OF FEES:

Account Service Charge	\$20.00
Application for New Electric Service	\$100.00
Application for New Subdivision System (per lot, 1 st ten lots)	\$100.00
Residential Deposit – For Customers without prior service with the District	\$100.00
Security Deposit - Determined by Usage at Location Estimate of two highest months' bills for electric service in a 12-month period but not less than the Residential Deposit amount. No interest paid on deposits.	
Connect Fee for Landlord Agreements with Power off Between Tenants	\$35.00
Notice of Pending Disconnect	\$10.00
Disconnect Charge	\$40.00
Electronic Disconnect Collar	\$205.00
Crew Sent to Disconnect/Reconnect Service (After 3:00 PM or Due to Safety or Lack of Access)	\$150.00
Tampering with Meter or Other District Facilities (Each occurrence) Service Rep., crew, meter costs, disconnect collar	\$650.00
Insufficient Funds Fee	\$40.00
Meter Test – Single-Phase	\$30.00
Meter Test – Three –Phase	\$50.00
Cost per Copy for Response to Public Records Request	\$0.15
Temporary service – less than 100 Amps, with permanent future customer	No Charge
Temporary service – less than 100 Amps, no new customer	\$50.00