



# **CUSTOMER SERVICE POLICIES**

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**Effective Date: March 26, 2019**

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## **1. Preamble**

These Customer Service Policies have been adopted by Public Utility District No. 1 of Cowlitz County (“District” or “Cowlitz PUD”) in the interest of efficiency, economy, fairness, and safety in its operations in the distribution of electricity to its customers. The Policies are subject to revision by the Commission from time to time in order to meet these objectives. These Policies are to serve as a guide to the employees and representatives of Cowlitz PUD in their contacts with Customers. Construction details and specifications are written to conform with the present State and National laws governing such matters and are not intended to violate any State, National or Municipal ordinances or laws. Should any new laws or ordinances be adopted, these Policies shall be considered to be amended accordingly to the extent they apply to the District and are inconsistent with these Policies.

Cowlitz PUD reserves the right to disconnect the supply of electric energy and discontinue service in the event the Customer fails to comply with these Policies. Service may be disconnected by the District at any time to prevent fraudulent use, to protect its property or for safety concerns. By acceptance of service from Cowlitz PUD, the customer agrees comply with these policies.

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, including reasonable costs and attorney fees to the extent allowed by law.

If any portion of any of the Customer Services Policies contained herein is for any reason held to be unlawful, unconstitutional, or void, such invalidity shall not affect the validity of the remaining portions of the policies. District staff is available if you have questions about these policies. However, it is your responsibility to know these Policies and ask questions if you are unsure about anything that may apply to you.

The District encourages and invites public input and participation regarding District rates and policies. It will make reasonable efforts to notify the public of changes to these policies. Such notification may include press releases, public announcements, notifications with customer billings and posting notices on the Cowlitz PUD website.

## 2. Definitions

Special terms when used in these policies shall have the following meanings:

**Affirmative Consent:** Written permission received by the District from the Customer authorizing release of his/her Personally Identifiable Information (PII) to a third party. The Affirmative Consent must include customer name, address, account number, name and address of party to be provided the information and the duration of the release, if applicable.

**After Hours:** All hours outside of our normal business hours of 8:00am to 5:00pm., Monday through Friday.

**AMI Meters:** Automated Metering Infrastructure meters that are capable of remote reading, remote disconnect/reconnect, and other advanced load management functions.

**Applicant:** The person(s) applying for service.

**Billing Period:** A billing period is the monthly interval between successive meter reads, normally consisting of 28 to 32 days, used to determine customer's monthly usage. The interval is established by the District.

**Customer:** End-use consumers of utility service and the parties 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.

**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.

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

**E-Bill:** Paperless billing option. Customers who request this service will not be mailed a bill, but instead will receive an email alerting them their bill is available online in the MyAccount customer web portal.

**Electric Service:** Electric energy made available by the District to the Point of Delivery for use by a customer, irrespective of actual energy usage by the customer.

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

**Identity Theft:** Fraud committed or attempted using the identifying information of another person without authority.

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

**Month:** An interval of approximately 30 days.

**MyAccount:** A web portal found on the District's website that provides access to a customer's account information.

**MyPowerPay (MPP):** A "pay-as-you-go" payment option for residential customers. The customer is billed on a daily basis (electronic notification). Other electronic notification (email/text message/push alerts/phone call) is available to note daily usage, remaining balance, low balance notice and pending disconnect.

**Opt-Out:** Program to allow customers to not participate in the District Sponsored Smart Grid initiatives and to not have a remote reading AMI meter.

**Personally Identifiable Information (PII):** Customer information or data that could potentially be used to identify a particular person. Examples include a full name, Social Security number, driver's license number, bank account number, passport number and email address.

**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.

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

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

**Red Flag:** A pattern, practice or specific activity that indicates the possible existence of identity theft in connection with starting a new utility account or accessing an existing account. This would include, but not be limited to, a customer providing inconsistent information or providing documentation that is suspected to be altered or forged.

**Residential Service:** Provision of electric service for a structure or part of a structure that is used as home or residence by one or more persons who maintain a household, whether single family

or multifamily. The jurisdictional certifying authority of residential dwelling occupancy will be the determiner of Residential Service qualifying structures.

**Security Deposit:** Determined by usage at location and based on two highest monthly bills for electric service in a 12-month period. Additional security deposits may be required for a poor payment history or substantial usage growth at the District's discretion. No interest is paid on security deposits.



### 3. Schedule of Fees

	SERVICE FEES	FEE AMOUNT
1	New Service - Electric Service Application (Fee credited to Line Extension Costs)	\$100.00
2	New Service - Subdivision System Application (Per lot, 1 <sup>st</sup> 50 lots - fee credited to Line Extension Costs)	\$100.00
3	Temporary Service - Less than 100amp, from an existing transformer and Permanent Future Customer	NO CHARGE
4	Temporary Service - Less than 100amp, from an existing transformer and No New Customer	\$50.00
5	Meter Testing - None within 12-months	NO CHARGE
6	Meter Testing - 1 or more within 12-months	\$30.00
7	Meter Testing - Three-Phase Meter	\$50.00
8	AMI Opt Out – Installation of Non-Remote Meter	\$135.00
9	AMI Opt Out - Non-Remote Meter Reading Fee (per month)	\$25.00
10	Facility Access Fee	\$180.00

	REGULAR / LANDLORD ACCOUNT FEES	FEE AMOUNT
11	Monthly Program Fee	NO CHARGE
12	Deposit (as required)	\$100 MIN
13	Late Fee (whichever is higher)	\$10.00 or 1.0%
14	NSF Fee	\$40.00
15	Connect / Reconnect Fees / Bill Owner LL	NO CHARGE
16	Disconnect / Cutoff Non-Pay Fee / Cutoff LL	\$40.00
17	Remote Meter Change Out (anytime)	\$90.00
18	After Hour Remote Reconnect	NO CHARGE
19	After Hour Non-Remote Meter Reconnect	\$150.00
20	Tamper, Theft, Fraud Fee	\$650.00 MIN

	<b>MPP PRE-PAY ACCOUNT FEES</b>	<b>FEE AMOUNT</b>
21	Monthly Program Fee	\$6.00
22	Deposit	NO CHARGE
23	Late Fee	NO CHARGE
24	NSF Fee	\$40.00
25	Connect / Reconnect Fees / Bill Owner LL	NO CHARGE
26	Disconnect / Cutoff Non-Pay Fee / Cutoff LL	NO CHARGE
27	Remote Meter Change Out (anytime)	\$90.00
28	After Hour Remote Meter Reconnect (auto)	NO CHARGE
29	After Hour Non-Remote Meter Reconnect	\$150.00
30	Tamper, Theft, Fraud Fee	\$650 MIN

## **4. Customer Services Policy**

### **4.1 Application for Service – A Contractual Obligation**

Application for service may be made by phone, online, email, or in person at Cowlitz PUD's main office. Upon acceptance by Cowlitz PUD, the application shall constitute a contract between Cowlitz PUD and the Applicant(s).

- 4.1.1 Only end-use consumers may apply for utility service; however, Cowlitz PUD may make exceptions at its sole discretion. Any exceptions must be authorized by Cowlitz PUD in writing.
- 4.1.2 By acceptance and use of service, the Customer is subject to compliance with all Cowlitz PUD Policies and Procedures.
- 4.1.3 The Customer is responsible for the payment of any unpaid balance. Cowlitz PUD reserves the right to terminate any service connection due to unresolved debt.
- 4.1.4 The Customer is responsible for notifying Cowlitz PUD of a change in occupancy or responsibility for payment of service, and is responsible for all services supplied to the premises until such notice has been received and processed by Cowlitz PUD.
- 4.1.5 Cowlitz PUD may require valid proof of Customer's right to occupy the residence prior to providing power, which may include a valid rental or lease agreement or property deed.
- 4.1.6 Cowlitz PUD may disconnect power upon receipt of a Judgment for Unlawful Detainer from a landlord pursuant to RCW 59.12.

### **4.2 Rental Properties**

- 4.2.1 Owners of rental property are subject to Cowlitz PUD's Landlord Agreement, which shall include a list of all applicable properties.
  - 4.2.1.1 Landlords that agree to leave power on between tenants (Bill Owner Landlords) will be responsible for energy use, basic charge, and any associated taxes per the applicable Cowlitz PUD Rate Schedule, during periods of non-tenancy until Cowlitz PUD is notified of a change in writing and has had a reasonable opportunity to process the change.
  - 4.2.1.2 Landlords that agree to have the electric service physically disconnected between tenants (Cutoff Landlords) are subject to a Disconnect Fee.

- 4.2.1.3 Owners of rental property will be required to pay past due balances they have incurred for any of their rental properties, before power will be reconnected in their name.
- 4.2.1.4 Cowlitz PUD reserves the right to revoke a Landlord Agreement and disconnect service, should the Owner/Landlord fail to pay any account balances for any rental property in a timely manner.
- 4.2.1.5 Rental properties where cross wiring exists will be transferred from the tenant's name into the Landlord's name. Service will remain in the Landlord's name until sufficient proof is provided to Cowlitz PUD that the cross wiring has been corrected.

### **4.3 Individual Liability**

Where two or more persons join in one application for utility service, each individual is jointly and severally liable. This means each person is responsible for all of the financial obligations associated with receiving service and Cowlitz PUD may elect to collect from any or all such persons. An implied contract for service may exist even if a written application has not been completed when any adult has taken up residence at a location where Cowlitz PUD is providing service. Where a joint account exists Cowlitz PUD will bill the person designated to receive the bill or, where there is no designation, bill any person at Cowlitz PUD's discretion who is receiving service. Billing one person does not change the joint and several nature of each customer's obligation.

### **4.4 Effective Date of Service**

Except as otherwise provided in a Special Contract approved by the General Manager or Board of Commissioners, Cowlitz PUD's rates will be charged and bills rendered from the date the utility service is first made available to the Customer.

### **4.5 Rates and Charges**

Rates and charges are established by resolution(s) adopted and amended from time to time by Cowlitz PUD Board of Commissioners. Electric Rate Schedules are available at Cowlitz PUD's Main Office and website.

### **4.6 Resale**

Except as may be otherwise provided by Special Contract, electric energy may not be resold by a Customer without written approval of Cowlitz PUD. Cowlitz PUD also reserves the right to approve the electric rates charged for resale.

## **4.7 Billing and Taxes**

- 4.7.1 The rates established in Cowlitz PUD's Rate Schedules, or in any Special Contract, are subject to increase to include additional taxes and/or assessments levied by any State, County, or Federal authority on the District's properties, real or personal, or on the generation, transmission, distribution or sale of electric energy.
- 4.7.2 The total amount of any revenue tax levied by any municipality, within the area served by Cowlitz PUD, will be passed on to Customers located within the boundaries of such municipality.
- 4.7.3 Any such tax or tax increase shall continue in effect only for the duration of such additional taxes and assessments. When cities revise a tax, that revision will become effective on all bills issued after the effective date.

## **4.8 Security Deposits**

- 4.8.1 Cowlitz PUD reserves the right to require deposits and/or modify deposit amounts and requirements at its discretion to guarantee payment of bills by the Customer. Deposits may be made through an agreed installment plan if unable to pay in full at time of service request.
- 4.8.2 Security Deposits are calculated as the total of the highest two (2) bills for the service address during the most recent 12-month period of active service. A minimum of \$100 will be charged in all circumstances where a security deposit is required.
- 4.8.3 A security deposit will be required if any of the below criteria apply:
  - 4.8.3.1 If Cowlitz PUD is unable to verify sufficient and acceptable credit information or a Social Security number is not provided by the Customer;
  - 4.8.3.2 A previous unpaid balance is owed;
  - 4.8.3.3 A previous account was sent to a collection agency;
  - 4.8.3.4 A bankruptcy filing discharged previous Cowlitz PUD balance;
  - 4.8.3.5 Three (3) Notices of Pending Disconnect were sent within the most recent consecutive 12-month period; or
  - 4.8.3.6 A history of tampering with Cowlitz PUD meters or other electrical infrastructure exists.
  - 4.8.3.7 A history of NSF or fraudulent payments with Cowlitz PUD.

- 4.8.3.8 Other circumstances determined by Cowlitz PUD to be necessary to ensure payment on the Customer's account.
- 4.8.4 Exceptions for Residential Customers:
  - 4.8.4.1 New service applicants with a credit report deemed acceptable by Cowlitz PUD will not be required to make a security deposit.
  - 4.8.4.2 Customer is active military or a military veteran and meets requirements of Veteran Deposit Waiver Program; or
  - 4.8.4.3 Customer opts to participate in Cowlitz PUD's MyPowerPay program.
- 4.8.5 Exceptions for Non-Residential Customers (Excluding District schedules 50, 62 and special contracts):
  - 4.8.5.1 Operation of a business by applicant within the service area for two or more years, with satisfactory credit history with Cowlitz PUD;
  - 4.8.5.2 A credit reference provided by previous utility provider, which provides satisfactory payment history;
  - 4.8.5.3 The business owner has been a Cowlitz PUD residential electric Customer for at least two years with good credit history and signs a Personal Guarantee; or
  - 4.8.5.4 Satisfactory reporting from a credit reporting agency for a similar current or previously held account.
  - 4.8.5.5 Customer opts to participate in Cowlitz PUD's MyPowerPay program.
- 4.8.6 An additional earned deposit may be required if any of the following occur:
  - 4.8.6.1 Customer receives three (3) Notices of Pending Disconnect or has been disconnected two (2) times within the most recent 12-month period. An additional earned deposit will be calculated as the difference between the current deposit on file and the highest two months of usage within the past 12 months;
  - 4.8.6.2 Meter (or other electrical infrastructure) tampering occurs at the service address;
  - 4.8.6.3 At the time of account transfer to a different service address, an additional deposit may be required if the historical usage at the new location exceeds that of the deposit currently on file. The additional deposit is calculated as the difference between the current deposit and the deposit required at the new location.
- 4.8.7 Deposits on residential accounts are held for a minimum of 12 months and non-residential accounts for a minimum of 36 months. Upon established timely payment

history, defined as no more than 2 payments made after their due date or if the Customer ends electric service with Cowlitz PUD, the deposit will be applied to the Customer's account. Security Deposits do not accrue interest.

#### **4.9 Meter Reading and Billing**

- 4.9.1 Meters will be read and bills sent at monthly intervals. For billing periods less than 20 days or over 40 days, all fixed charges shall be applied on a prorated basis.
- 4.9.2 Cowlitz PUD will maintain accurate records of all meter readings for billing purposes, which is conclusive evidence of the use of such electric energy by the Customer and the basis for service bills.
- 4.9.3 In the event Cowlitz PUD is unable to obtain an official meter read, the meter read will be estimated until such a time as a valid read is obtained. At such a time a valid read is obtained, the Customer's account will be adjusted for actual metered consumption.

#### **4.10 Metering and Billing Errors**

- 4.10.1 The District will refund all over billed amounts to the customer for up to six years the period of the billing and/or metering error. Under billed non-power and non-energy errors will be waived. Under billed power and energy errors may be billed to the customer for up to six years prior to the date the error was discovered or billed pursuant to the contractual terms where there is a written contract. The District will allow for payment of the under billed amount to be paid off over the same period for which collection is being made. This applies to billing errors caused solely by the District. The District will continue to seek full recovery of all other amounts due the District.

#### **4.11 Payment of Bills**

- 4.11.1 Bills are due and payable on the due date listed on the bill.
- 4.11.2 Customers opting to use Cowlitz PUD's MyPowerPay program or e-Bill (paperless billing) will receive notice of their billing by email and will not be mailed bills.
- 4.11.3 Failure to receive mail or electronic bill delivery does not release the Customer from obligation of payment as electric energy has already been consumed by the Customer.
- 4.11.4 All payments are payable to "Cowlitz PUD".

## **4.12 Payment Allocation**

4.12.1 Cowlitz PUD allocates payments to the oldest charges first.

## **4.13 Late Fees**

Failure to pay a bill in full will result in a Late Fee being charged to the account. This fee is based upon a flat fee or percentage of the customer's delinquent portion of the bill, whichever is higher, and will be assessed as specified in the Schedule of Fees.

## **4.14 Payment Arrangements**

A payment arrangement allows customers the opportunity to pay off past-due bill balances to bring their utility accounts into good standing. With a payment arrangement, the past-due amount is spread over a specified period of time, normally two monthly installments. Customers must pay in full the agreed-upon monthly installment, as well as the monthly utility charges by to the due date. Payment arrangements must be requested prior to receiving a Notice of Pending Disconnection of service (i.e. Don't Delay letters). Failure to fulfill the payment arrangement will result in immediate disconnection of service and shall require full payment of current and past due amounts prior to reconnection.

## **4.15 Returned Payments and Collection Charges**

4.15.1 If a Customer's check or electronic fund transfer is not honored by the Customer's financial institution, Cowlitz PUD may charge the Customer a Non-Sufficient Funds Fee (NSF) to offset administrative costs of collection.

4.15.2 In accordance with RCW 19.16.500, Cowlitz PUD may add a reasonable fee payable by the Customer to cover Cowlitz PUD's cost when a collection agency is used to collect outstanding debts owed by the Customer. The amount to be paid for collection service shall be 25% of the unpaid debt.

4.15.3 Notification to Customer of an existing debt and possible assignment to a collection agency will be attempted at least thirty (30) days prior to the transfer.

## **4.16 Termination of Service by Cowlitz PUD**

4.16.1 Upon the Customer's failure to pay any account balances when due, or for non-compliance with Cowlitz PUD's Policies, Cowlitz PUD has the right to terminate service until all sums due have been paid and/or any non-compliance with Cowlitz PUD's Policies have been corrected.



- 4.16.2 Cowlitz PUD will send notice when a bill is past due and assess applicable fees. Fees will continue to be assessed until such a time as the delinquent portion of the balance is brought current.
- 4.16.3 Cowlitz PUD will send notice of disconnection when an account becomes delinquent. This notice provides an additional five (5) days to pay the outstanding balance in full to avoid a service disconnection.
- 4.16.4 If full payment is not received within five (5) days of the disconnect notice, the PUD will disconnect the service and assess a Disconnect Fee to the Customer's account.
- 4.16.5 MyPowerPay customers must set up and monitor the account alerts to receive electronic delivery of a disconnect notice, giving 24-hour notice of a pending disconnect.
- 4.16.6 Disconnected service will not be reconnected while adult individual(s) remain at the service address having occupied the said address during the time any outstanding debt was accumulated unless all charges have been paid in full.
- 4.16.7 Service may be disconnected by Cowlitz PUD to prevent fraudulent or unauthorized use or to protect Cowlitz PUD property; a Disconnect Fee and/or Fraud Fee will be assessed.
- 4.16.8 Cowlitz PUD may terminate or curtail service upon governmental order due to power supply insufficiencies or other reasons beyond the District's control without recourse to Customer.
- 4.16.9 Cowlitz PUD will delay disconnection of services if temperatures at Cowlitz PUD main office are thirty-two degrees or below or one-hundred degrees or above. Once temperatures return within in range, disconnections will continue as scheduled.

#### **4.17 Restoration of Service**

In the event service is disconnected for non-compliance with this Policy, service may not be reconnected until the week day following correction of such non-compliance and only after all amounts owed Cowlitz PUD, including arrears, deposits, fees, sundry and disconnect charges, have been paid in full or a payment arrangement acceptable to Cowlitz PUD has been entered into.

#### **4.18 Cancellation of Service by Customer**

- 4.18.1 To cancel electric service, the Customer must notify Cowlitz PUD of the requested disconnect date and provide a forwarding address for their final bill. Until Cowlitz PUD receives such notification and has had a reasonable opportunity to process Customer's request, the Customer is responsible for all energy use. Cancellation for

Customers receiving service under Special Contracts is governed by the terms of said contract.

#### **4.19 Winter Pay – Low Income Options**

Pursuant to RCW 54.16.285, Cowlitz PUD will not terminate residential utility service between November 15 through March 15 if the customer:

- 4.19.1 Notifies Cowlitz PUD of the inability to pay the bill, including a security deposit. This notice should be provided within five business days of receiving a payment overdue notice unless there are extenuating circumstances. If the customer fails to notify Cowlitz PUD within five business days and service is terminated, the customer can, by paying reconnection charges, if any, and fulfilling the requirements of this section, receive the protections of this section;
- 4.19.2 Provides self-certification of household income for the prior twelve months to a grantee of the department of community, trade, and economic development, which administers federally funded energy assistance programs, such as CAP. The grantee shall determine that the household income does not exceed the maximum allowed for eligibility under the state's plan for low-income energy assistance under 42 U.S.C. 8624 and shall provide a dollar figure that is seven percent of household income. The grantee may verify information provided in the self-certification;
- 4.19.3 Has applied for home heating assistance from applicable government and private sector organizations, such as LIEAP/Warm Neighbor, and certifies that any assistance received will be applied to the current bill and future utility bills;
- 4.19.4 Has applied for low-income weatherization assistance to the utility or other appropriate agency if such assistance is available for the dwelling;
- 4.19.5 Agrees to a payment plan and agrees to maintain the payment plan. The plan will be designed both to pay the past due bill by the following October 15 and to pay for continued utility service. If the past due bill is not paid by the following October 15, the customer shall not be eligible for protections under this chapter until the past due bill is paid. The plan shall not require monthly payments in excess of seven percent of the customer's monthly income plus one-twelfth of any arrearage accrued from the date application is made and thereafter during November 15 through March 15. A customer may agree to pay a higher percentage during this period, but shall not be in default unless payment during this period is less than seven percent of monthly income plus one-twelfth of any arrearage accrued from the date application is made and thereafter. If assistance payments are received by the customer subsequent to implementation of the plan, the customer shall contact the Cowlitz PUD to reformulate the plan; and
- 4.19.6 Agrees to pay the moneys owed even if he or she moves.

## **4.20 MyPowerPay**

- 4.20.1 MyPowerPay (MPP) is a pay as you go alternative to buying electricity, otherwise known as prepay. Customers subscribing to this program are not required to post a deposit, but are required to pay a monthly program fee as noted in Section 3, Schedule of Fees.
- 4.20.2 MPP is a self-managed program and does not provide the same notifications as traditional pay. Customers must provide a valid email and/or phone number for text alerts to participate in MPP. It is the customer's sole responsibility to set up and manage account alerts.
- 4.20.3 Cowlitz PUD will provide daily reads that customers are responsible for monitoring. It is the customer's responsibility to ensure the account balance is positive to avoid disconnect. Most meters are able to get reads everyday but some will get estimates. When a valid read comes through the account will true up.
- 4.20.4 A monthly account reconciliation will be conducted that may adjust account balances based on actual usage.
- 4.20.5 If a customer is disconnected while on MPP a remote meter will be installed and Remote Meter Fee will be assessed.
- 4.20.6 Customers opting to participate in MPP will be required to abide by the terms and conditions of the program as defined in the application.
- 4.20.7 Customers returning to traditional pay will be assessed a deposit in accordance with Section 4.10 Security Deposits.

## **4.21 Remote Meter Technology**

- 4.21.1 Cowlitz PUD reserves the right to install and utilize meters capable of remotely-operated service disconnection and reconnection on a non-discriminatory basis to support programmatic service offerings, lack of safe access to District facilities, and to support operation efficiencies and revenue protection.

## **4.22 Fraudulent Acts**

Fraudulent information, payments or material misrepresentations made to Cowlitz PUD in order to obtain or continue service will be cause for Cowlitz PUD's refusal to provide service or a discontinuance of an active service. A Fraud Fee and a Security Deposit in an amount deemed appropriate by Cowlitz PUD must be paid prior to reconnection. Proper authorities may be notified.

## **4.23 District Recovery of Damages**

- 4.23.1 Cowlitz PUD may bring a civil action for damages against any person who commits, authorizes, solicits, aids, abets, or attempts to:
- 4.23.1.1 Divert, or cause to be diverted, utility services by any means whatsoever;
  - 4.23.1.2 Make, or cause to be made, any connection or reconnection with property owned or used by Cowlitz PUD to provide utility service without the authorization or consent of Cowlitz PUD;
  - 4.23.1.3 Prevent any Cowlitz PUD meter or other device used in determining the charge for electric services from accurately performing its measuring function by tampering or by any other means;
  - 4.23.1.4 Tamper with any property owned or used by the Cowlitz PUD to provide electric services; or
  - 4.23.1.5 Use or receive the direct benefit of all or a portion of the electric service with knowledge of, or reason to believe that, the diversion, tampering, or unauthorized connection existed at the time of the use or that the use or receipt was without the authorization or consent of Cowlitz PUD.
  - 4.23.1.6 In any civil action brought under this section, Cowlitz PUD may recover from the defendant(s) as damages three times the amount of actual damages, if any, plus the cost of the suit and reasonable attorney's fees, plus the costs incurred on account of the bypassing, tampering, or unauthorized reconnection, including but not limited to costs and expenses for investigation, disconnection, reconnection, service calls, and expert witnesses. In addition, Cowlitz PUD shall charge a tamper fee as indicated in the Schedule of Fees for each violation of this Section.
- 4.23.2 If utility service has been consumed and not metered, the usage may be estimated based on previous account history or an amount may be estimated by Cowlitz PUD for a period of up to six (6) years.
- 4.23.3 Violations of RCW 9A.61.050 "Defrauding a Public Utility in the third degree" which is a gross misdemeanor, is subject to referral to the Cowlitz County Prosecutor for action.
- 4.23.4 Nothing herein is to be construed as an election or limitation of remedies. Cowlitz PUD specifically reserves the right to pursue all the remedies set forth herein and any other local, state or federal remedies as allowed by law.

## **4.24 Life Support Customers**

4.24.1 The District recognizes that some customers or household members require life support equipment that operates on electricity in their home. A Customer or household member who requires such life support equipment, can request their account be designated accordingly by submitting a Life Support Equipment Application to Customer Service. The application must be properly documented by a medical physician, and approved by the District in writing. The Life Support Equipment Application includes the following language:

**CUSTOMERS WHO PARTICIPATE IN THE LIFE SUPPORT EQUIPMENT POLICY UNDERSTAND AND AGREE THAT THE DISTRICT WILL MAKE REASONABLE EFFORTS TO PROVIDE PARTICIPANTS WITH THE BENEFITS DESCRIBED IN THIS POLICY, BUT THE DISTRICT CANNOT ASSURE CUSTOMER WILL RECEIVE TIMELY NOTICE OF THE LOSS OF POWER IN ALL CIRCUMSTANCES. CUSTOMER EXPRESSLY RELEASES THE DISTRICT FROM ANY AND ALL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THE DISTRICT'S NEGLIGENCE, AND THAT OF ITS EMPLOYEES, AGENTS, AND COMMISSIONERS. CUSTOMER WILL MAKE ARRANGEMENTS TO ASSURE THEMSELVES OF RECEIVING NECESSARY LIFE SUPPORT SERVICES AS AN ALTERNATIVE TO ANY ELECTRIC SERVICES PROVIDED BY THE DISTRICT.**

4.24.2 Having this designation does not guaranty uninterrupted power. Life Support Customers are responsible for having a backup power source and/or relocating to an alternate place during extended outages.

4.24.3 Customers who participate in the Life Support Equipment Program are subject to any other applicable policies of the District.

## **4.25 Right to Hearing**

If a Customer disputes a bill, or notice of proposed termination of service, and the Customer and a representative of Cowlitz PUD are unable to resolve the dispute, the Customer may appeal to the District's Hearing Officer (the Auditor). Customer agrees that appeal to the District's Hearing Officer shall be a prerequisite to filing legal action in the appropriate court of law.

## **5. Electric Service Conditions Policy**

### **5.1 General Conditions of Service**

- 5.1.1 In addition to those customer obligations and conditions set forth in District policy or law elsewhere, the District may condition service to any customer based on the terms of this section. The District may deny or discontinue service without recourse to Customer if:
- 5.1.1.1 A request by any federal, state or local agency is made to cease electric service to a Cowlitz PUD customer whose use violates applicable law.
  - 5.1.1.2 A court order directs Cowlitz PUD to discontinue electric service to a customer.
  - 5.1.1.3 A written request, demand, threat of prosecution or actual prosecution is made or initiated against Cowlitz PUD, its officials, employees, agents or assigns for delivery of electric service to a customer whose use of the electric service violates the law.
  - 5.1.1.4 The customer fails to maintain possession of a valid and lawfully issued license by the state of Washington required for the customer to engage in any activity which may be lawful under state law, but constitutes a violation of federal law.
  - 5.1.1.5 In the event of a change in law or express pre-emption of federal law occupying the field of regulation which requires termination of service.
- 5.1.2 Cowlitz PUD shall have no duty to defend against a lawsuit brought to enjoin electricity service to a customer.

### **5.2 Customer Responsibility for District Property**

- 5.2.1 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 Cowlitz PUD. All such equipment shall remain the property of the District and may be removed at the discretion of the District. In the event Cowlitz PUD 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 any purpose 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. Further, no attachment to any District property is permitted without the express written consent of the District.

- 5.2.2 Cowlitz PUD 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.
- 5.2.3 Unless otherwise described by easement, the customer shall grant Cowlitz PUD 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 Cowlitz PUD's ability to operate these facilities or the ability to safely and efficiently provide service. Failure to provide access to District facilities may result in the assessment of a Facility Access Fee as recorded in the Schedule of Fees. 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.
- 5.2.4 Cowlitz PUD maintains line/vegetation clearance within a ten (10) foot lateral distance from District poles for operational purposes only. From that ten (10) foot lateral distance customers are responsible for maintaining tree and vegetation clearance near the overhead service line on their property to the service entrance of the home, building or structure. Customers are not allowed to be within or use tools within ten (10) feet of energized conductors. Therefore, the District will disconnect, at no charge, the service line while such work is being performed to facilitate the work. Customers must give forty-eight (48) hours-notice during normal business hours for the service line to be disconnected. Customer shall have no recourse against the District for District's removal of any tree or other vegetation within the (10) foot lateral distance clearance if the District has provided Customer reasonable notice and opportunity to remove such obstructions prior to taking action. The PUD clearance is strictly for the District's operational purposes and does not relieve the property owner of the responsibility to safely maintain their property.
- 5.2.5 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.
- 5.2.6 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.
- 5.2.7 Pursuant to state law (RCW 19.122), a customer is required to provide notice to the District via the Northwest Utility Notification Center (811) prior to any excavation unless exempted. Call 811 for more information.

### **5.3 Customer Wiring and Equipment**

- 5.3.1 The Point of Delivery shall, unless otherwise designated by Special Contract, denote the transition from District-owned to Customer-owned facilities. The customer is solely responsible for the maintenance and repair of all customer-owned facilities.
- 5.3.2 Cowlitz PUD has the right, but is not required, to inspect any customer's electrical installation before service is supplied or at any later time including the right to require an inspection of the customer's facilities by the appropriate electrical inspecting authority after a service has been disconnected. 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, Cowlitz PUD 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. Any inspection by Cowlitz PUD is for the purpose of determining whether the Customer's electrical system meets the requirements for providing service to Customer and should not be considered a substitute for Customer's need to consult an appropriate electrical system expert with respect to Customer's own system.
- 5.3.3 It is the customer's responsibility to operate service equipment using qualified and authorized personnel, and to adequately maintain their equipment to assure proper working order. Cowlitz PUD 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.
- 5.3.4 During routine maintenance activities, Cowlitz PUD 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.
- 5.3.5 Cowlitz PUD 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. In such instances, Cowlitz PUD is not liable for damages or losses that may occur. The District offers information to customers on vendors who provide protection devices, however it is Customer's responsibility to determine whether any particular vendor is qualified for their particular need.
- 5.3.6 It is the customer's responsibility to notify Cowlitz PUD, 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.

- 5.3.7 Electrical equipment on the customer's premises shall be installed and operated in a manner that does not interfere with the District's delivery system or affect the quality of electric service 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. Cowlitz PUD, at its discretion, may take corrective measures at the expense of the customer or may terminate service.

## **5.4 Meters and Metering**

- 5.4.1 Cowlitz PUD installs AMI (Automated Metering Infrastructure) meters that are capable of remote reading, remote disconnect, and other advanced load management functions. These meters will be used for all electric customers of the District.
- 5.4.2 Cowlitz PUD 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.
- 5.4.3 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.
- 5.4.4 The installation of additional meters, beyond or in addition to Cowlitz PUD's meter(s), are generally provided, installed, owned and maintained by the customer.
- 5.4.5 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.
- 5.4.6 When more than one building or unit is served by a single meter, the service account will remain in the owner's name.
- 5.4.7 Residential Customers who desire not to have a remote reading AMI meter may Opt-Out. To Opt-Out, the customer must complete the AMI Opt-Out form. Since the Opt-Out meters must be read in the field and processed manually, the customer participating in this program will be charged a one-time meter change fee and a

monthly fee as listed in the Schedule of Fees. This option will not be available for commercial meters and residential meters that are inaccessible to manual reading.

- 5.4.8 Cowlitz PUD will deploy AMI meters capable of remotely operated disconnection and reconnection to certain services as guided by procedures developed for such installation. These devices will be applied to new or existing accounts on a non-discriminatory basis to support programmatic service offerings, and to support operational efficiencies and revenue protection related to the routine disconnection and reconnection of services.

## **5.5 Meter Location**

- 5.5.1 The customer will provide an approved meter base to accept installation of the District's meter, installed on the exterior surface of the building or service structure free of obstruction according to current District Standards. Meter shall remain located on an exterior surface of building or service structure at all times to provide easy and convenient District access and operation. Failure to comply with these requirements may result in disconnection of electric service to the customer.
- 5.5.2 If it is necessary to relocate metering facilities because meter is not on the exterior of building or service structure, Cowlitz PUD, at its discretion, may take corrective measures at the expense of the customer or terminate service. Cowlitz PUD shall notify customer and/or owner in writing prior to taking action.

## **5.6 Meter Tests**

Cowlitz PUD 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 in the Schedule of Fees. The results of the additional meter testing are handled according to District procedures.

## **5.7 Character of Service**

- 5.7.1 Generally, electricity delivered by the District is provided at alternating current, 60 hertz, single or three-phase, at one of the following nominal voltages (+/- 5%):

- 5.7.1.1 Secondary Voltages:

- Single-phase, 120/240 volts, 3-wire, grounded

- Single-phase, 120/208 volts, 3-wire (some locations)

- Single-phase, 240/480 volts, 3-wire, grounded

- Three-phase, 208/120 volts, 4-wire, grounded wye

Three-phase, 240/120 volts, 4-wire, grounded delta

Three-phase, 480/277 volts, 4-wire, grounded wye

Three-phase, 480/240 volts, 4-wire, grounded delta

5.7.1.2 Primary Voltage:

Three-phase, 12,470/7,200 volts, 4-wire, grounded

5.7.2 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.

## 5.8 Phase Balance

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

## 5.9 Power Factor

5.9.1 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. Cowlitz PUD 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.

5.9.2 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.

## 5.10 Interruption of Service

5.10.1 Cowlitz PUD 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 the result of normal operations. Such interruptions will not constitute a breach of agreement for service.

5.10.2 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.

### **5.11 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 to 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.

### **5.12 Unsafe Conditions**

If Cowlitz PUD 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 without recourse to Customer until corrections are made and approved by the appropriate electrical inspecting authority.

### **5.13 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. Such termination of service is without recourse to Customer.

### **5.14 Right of Access**

As a condition of providing Electric Service, Cowlitz PUD shall be granted all necessary permission, rights-of-way and easements over, under, and through Customer's property and the District or its agents shall have the right to enter upon the Customer's property as reasonably required for the purposes of: reading, testing, maintaining or repairing meters; trimming trees or removing vegetation near District equipment; inspecting, removing or replacing District equipment; and any other activity necessary to protect Customers or the Public from damage or harm. If any District property is located within a locked enclosure or behind a locked gate, Customer shall enable access upon request, and the District may use reasonable means necessary to access such equipment if access is prevented by Customer or otherwise unavailable, and a Facilities Access Fee as described in the Schedule of Fees may be applied. Service may be disconnected if the Customer does not remove upon request by the District any obstructions that are discovered after Electric Service has been connected.

### **5.15 Commercial Use of a Portion of a Premises**

If a premises 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

premises. If more than one residential dwelling is served through a single meter, the General Service Rate Schedule shall be applied.

## **5.16 Commercial Farm Use**

5.16.1 Commercial farm use shall be served from the District's Residential Rate Schedule, provided:

5.16.1.1 electric energy used on farm premises is supplied through a single Point of Delivery and a single Point of Metering; and,

5.16.1.2 there are no employees, other than the occupant(s); and,

5.16.1.3 the commercial use is estimated to be less than 25% of the total use.

5.16.2 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.

## **5.17 Mobile Home Courts, RV Parks and Recreational Facilities**

Cowlitz PUD will render electric service to mobile home 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.

## **5.18 Single Meter Domestic Wells**

When a single metered connection is dedicated to a domestic well service providing water for one or two connection single-family residences, individual apartments or small farms, service shall be supplied under the applicable Residential Rate Schedule. Single meter domestic wells serving more than two connections shall be supplied under the applicable General Service Rate Schedule. This section applies to billings issued after September 30, 2012 and shall not be applied retroactively.

## **5.19 Conditional Duty to Serve**

The District shall have no duty to serve any customer in the event of a violation of said customer's obligations outlined in this Policy, or other reasonable conditions of service imposed by the District.

## **6. Auditorium Use Policy**

### **6.1 Public Use**

Cowlitz PUD's John Searing Auditorium is available for use by non-profit organizations, public agencies, and organizations that the District is a sponsor or a member.

### **6.2 Scheduling**

Arrangement for use of the Auditorium shall be on a first come, first served basis; however, Cowlitz PUD reserves the right to cancel or change any reservations in the event the facility is needed for its own use.

### **6.3 Use Agreement**

Parties wishing to use the Auditorium are required to read and sign the Auditorium Use Agreement and pay a non-refundable use fee at the time of reservation.

### **6.4 Use Fee**

Cowlitz PUD will set the fee for use of the Auditorium such as to recover the costs associated with cleaning and maintenance of the facility.

## **7. Veteran Deposit Waiver Policy**

### **7.1 Applicability**

Cowlitz PUD wishes to honor the contributions of active United States military personnel and United States military veterans by waiving the security deposit for a new residential account.

This waiver is applicable to new customers who are active duty United States military or United States military veterans.

### **7.2 Deposit Waiver Requirements**

7.2.1 The veteran or individual on active duty must be one of the primary account holder(s) at the time the account is established.

7.2.1.1 This waiver is not applicable to spouses or dependents.

7.2.1.2 This waiver is not applicable to veterans or active duty military personnel who transfer utility service from an existing service address to a new service address.

7.2.2 The veteran or individual on active duty must provide:

7.2.2.1 Current military identification or official military orders.

7.2.2.2 An official United States Department of Defense document or "Certificate of Release or Discharge from Active Duty" (DD form 213 or 214).

### **7.3 Waiver Limitations**

7.3.1 Receiving three (3) notices of pending disconnect or two (2) disconnects in a 12-month period may result in the addition of a security deposit, late fee and possible service disconnection.

7.3.2 Anyone who has the deposit waived under this policy, and later leaves service without paying the final bill in full, will lose their future right for a deposit waiver.

## 8. Data Privacy Policy

### 8.1 District's Use and Release of Personally Identifiable Information

8.1.1 The District is committed to the protection of Personally Identifiable Information (PII) or "Data" and to preventing its unauthorized use or disclosure as described in this policy to the extent allowed by law. Information considered PII covered by this Policy is limited to a customer's:

- Street address
- Telephone number(s)
- Email address
- Social Security number
- Account numbers
- Any information received during the identity and customer credit worthiness process
- Identity information provided on a driver's license, passport, etc.
- Meter interval/electricity use data for less than a billing cycle
- Details about a customer's home or business, such as dwelling age, size, and type
- Information about a customer's participation in any PUD programs (e.g. budget pay, community solar, weatherization, etc.)

8.1.2 When customer Data is released to a contractor/subcontractor or other third party, the purpose of the release of the Data may be for either a "Primary" or "Secondary" purpose, as follows:

8.1.2.1 Primary Purpose – When Data is released for the purpose of performing essential business functions, such as billing or bill presentment, maintenance, and management functions including legal, audit, and collection services, energy efficiency program validation or administration (such as provision of energy efficiency information to Bonneville Power Administration), customer surveys and other essential business functions, it is deemed to be for a "Primary Purpose." When Data is released to a third party under contract to the District to provide services that serve a Primary Purpose, the third party shall be bound to comply with all applicable state and federal laws and by this Policy, and shall be prohibited from further disclosing or selling any private or proprietary customer information obtained from the District to a party that is not the District and not a party to the contract with the District.

8.1.2.2 Secondary Purpose – When Data is released for the purpose of marketing services or product offerings that the customer does not already subscribe to, it is deemed



to be for a Secondary Purpose. Data released for a Secondary Purpose requires affirmative customer consent (see Affirmative Consent in section 2. Definitions and section 8.2 below). Requests for customer Data used for Secondary Purposes might come from a customer asking for their Data to be shared directly to a third party vendor or from a vendor asking for customer Data for marketing purposes.

- 8.1.3 Notwithstanding the foregoing, nothing in this Policy is intended to prohibit or prevent the District from inserting any marketing information into the retail electric customer's billing package.

## **8.2 Affirmation Customer Consent - Release of Data for Secondary Purpose**

Prior to releasing customer Data for a Secondary Purpose, the customer's prior permission ("Affirmative Consent") must be obtained for each instance of release of Data, unless the customer has previously provided Affirmative Consent to release Data to the same third party. Customers who wish to authorize or direct the District to disclose their PII to a third party may do so by contacting the District.

- 8.2.1 The following is necessary to meet the requirements of Affirmative Consent, which can be provided to an address designated by the District either electronically or by hard copy.
  - 8.2.1.1 The consent must include the date or time period for which the consent is granted.
  - 8.2.1.2 The consent must specify the party or parties to which the customer has authorized the release of his/her Data, including any affiliates and third parties.
  - 8.2.1.3 The District must validate that the individual providing the consent matches the name, service address and account number of the customer of record in the District's customer information system.
  - 8.2.1.4 A record for each instance the customer has given written or electronic consent must be maintained, following applicable Records Management Policy guidelines.
- 8.2.2 The "Customer Authorization to Release Information" (CARI) form is provided to obtain/provide consent from a customer for the release of Data.
- 8.2.3 Customers who have given Affirmative Consent also have the right to retract said consent at any time in writing sent in the same manner as the consent may be sent, but only for release of Data from the time the retraction is received forward.
- 8.2.4 Aggregated Data is Data that is considered sufficiently consolidated so that any individual customer cannot reasonably be identified. Any PII must be removed from

the aggregated data before release. Affirmative Consent is not required when releasing aggregated Data that meets this definition.

- 8.2.5 Website or social media page visitation may result in the collection of certain information by automated means. Website analytical tools may be used to collect information about visitor traffic such as Internet service provider, IP address, browser and operating system type, date and time visited, and general geographic location from which a user accessed our website.

### **8.3 Disclosure**

- 8.3.1 As an electric utility, the District may engage contractors to provide services in support of primary and secondary business functions. In accordance with RCW 19.29A.100(5), the District shall require its contractors that receive PII to sign a Confidentiality and Non-Disclosure Agreement (CNDA). Further, the District's contractors shall be responsible for assuring that any subcontractor or other third party they engage to provide services in support of their contract with the District adheres to the CNDA. Any breach of this agreement by any contractor may subject the contractor to potential remedies available to the utility or to the customer, including, but not limited to, the State of Washington's Consumer Protection Act.
- 8.3.2 The District will not sell PII, or disclose PII to any third party for the purpose of marketing services or offering products to customers that do not already subscribe to those products or services unless the District first obtains the customer's permission to do so.
- 8.3.3 Prior to a release of PII for a Primary Purpose, any proposed or requested disclosure of PII to a third party contractor must be reviewed by the District's legal team to determine if disclosing the PII to the contractor/subcontractor is necessary to meet a business objective that is a Primary Purpose and complies with this Policy. An approval only needs to be obtained the first time the District contracts with that entity. Subsequent requests are only required if additional types of PII will be provided to the contractor.
- 8.3.4 For Release of PII for a Secondary Purpose, the District must obtain completed CARI forms from each customer whose Data will be shared for a Secondary Purpose prior to disclosure. Copies of the forms shall be retained by the District in accordance with its Records Management Policy and RCW 19.29A.100.
- 8.3.5 The District considers security of PII a top priority. Before releasing PII to a third party at the request of a customer, the District will take reasonable measures to verify the identity of the third party.

## **8.4 Disclosure of PII to Law Enforcement**

- 8.4.1 The District will comply with RCW 42.56.335, which gives law enforcement authorities a mechanism to obtain records of individuals who are suspected of committing a crime. The law enforcement officer must complete a “Request for Inspection, Copying or Obtaining of Public Records by Law Enforcement Agencies” form before certain PII will be released to the requesting officer.
- 8.4.2 Customer information that is strictly protected from disclosure by law will not be released to law enforcement under the above process. In order for law enforcement to obtain this type of exemptible data, a subpoena, warrant or other form of court order must be obtained by the requesting agency. All requests for PII by law enforcement will be processed through the District’s Public Records Officer.

## **8.5 Breaches**

In accordance with RCW 42.56.590, the District is required to disclose any breach of personal information to its customers. This notice needs to be provided as soon as the District discovers the breach or is notified of the breach.

## **8.6 Investigation and Resolution**

Any requests for, or disputes relating to, access, correction, or other matters involving a customer’s PII or potential or suspected violation of this policy by the District or a vendor under contract with the District should be directed to the District’s auditor as follows: *Manager of Risk and Compliance, 961 12<sup>th</sup> Avenue, PO Box 3007, Longview, Washington 98632*. The District will investigate the complaint and, when the results are determined, will communicate the findings to the complainant and will work with the complainant and attempt to come to an agreeable solution. The complainant may appeal the findings of the investigation to the District’s Governing Board for further review and resolution with the understanding that the District Governing Board in most cases is required to meet in a public meeting. If the investigation or review of the complaint finds a possible breach of this policy by a third party, the District will work with the customer and make reasonable efforts to resolve the complaint; provided, nothing in this policy is intended to require a customer to request that the District investigate an improper release or use of PII by a third party prior to exercising any applicable legal remedies against the third party.

## **8.7 Identity Theft Prevention Program**

Cowlitz PUD maintains an Identity Theft Prevention Program to detect, prevent and mitigate identity theft. The Program shall include procedures to detect red flags and prevent identity theft through appropriate responses to Red Flags.

## **8.8 Contact Information**

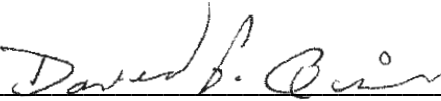
For more information regarding District privacy practices, for questions or comments about this policy, or requests to update customer information, please contact us by calling 360-423-2210.

## **8.9 Disclaimer of Liability**

Neither the District nor any officer, employee, agent, consultant, attorney, official, custodian, or anyone else acting on behalf of the District shall be liable, nor shall a cause of action exist, for any loss or damage based upon a release of Public Records if the person releasing the records acted in good faith in attempting to comply with this policy.

This policy is not intended to expand or restrict the rights of disclosure or privacy as they exist under state and federal law. Despite the use of any mandatory terms such as “shall,” nothing in this policy is intended to impose mandatory duties on the District beyond those imposed by state and federal law.

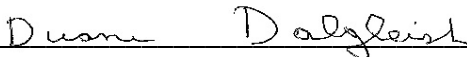
## 9. Board Acceptance

  
\_\_\_\_\_  
Dave Quinn, President

March 26, 2019  
Execution Date:

  
\_\_\_\_\_  
Dena Diamond-Ott, Vice President

March 26, 2019  
Execution Date:

  
\_\_\_\_\_  
Duane Dalgleish, Secretary

March 26, 2019  
Execution Date: