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# *CUSTOMER SERVICE POLICY*

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*Kittitas* **PUD**

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Serving Kittitas County since 1937

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## **OBJECTIVES**

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The Kittitas County Public Utility District strives to ensure the objectives of the Customer Service Policies are in accordance with the District's mission statement to provide safe and reliable electric service at a reasonable cost while promoting affordable energy efficiency and to meet essential energy needs of our customers and the communities in Kittitas County.

It is the intent and purpose of the Customer Service Policies to insure that no person, corporation or locality receive undue or unreasonable preference or advantage or be subjected to unreasonable prejudice or disadvantage in any respect whatsoever (RCW 80.28.090). Electric customers are entitled to disclosures in accordance with RCW 19.29A.30. The majority of this information is contained in the District's Service Policy or can be obtained at the District office.

Customer Service Policies may be revised, amended, or otherwise changed by action of the District's Board of Commissioners. New Service Policies cancel and supersede all previous rules and regulations. Exceptions to this policy shall not be granted without permission of the General Manager or Board of Commissioners.

## **SUMMARY OF DISTRICT'S OBLIGATIONS**

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The purpose of the Kittitas County Public Utility District is to provide electrical service to Customers within its established service area. The District will maintain its facilities and equipment to enable the delivery of a safe, adequate and efficient source of electrical power.

The District will supply and maintain appropriate equipment within its system, up to the Customer meter. The Customer must bear all costs in connection with making changes to the customer's own equipment. When necessary to make repairs or improvements to the facilities the District may suspend service for reasonable periods. When possible, repairs and improvements will be scheduled to minimize the impact to Customers. Customers will be notified by newspaper, radio, or mail one day in advance to schedule outages. The District will keep a record of all interruptions of service.

The District will attempt to provide regular and uninterrupted supply of service. The District will make all reasonable efforts to avoid interruptions of service and to reestablish service with a minimum of delay. In no event, shall the District be liable to its Customers or any other persons for damages to person or property arising out of, or related to, any interruption, suspension, curtailment, or fluctuation of service cause by acts beyond the District's control including, but not limited to, accident, fire, flood, drought, wind, court orders, riots, breakdowns to equipment, electrical disturbances transmitted through electrical systems which the District's system is interconnected.

## **RATES AND CHARGES**

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The three-member Board of Commissioners is responsible for setting rates (RCW 54.24.080) for each class of service. Notification of pending rate increase meetings and hearings are legally advertised in accordance with WAC 480.100.194. Meeting notification is provided in the *Ellensburg Daily Record* and on the District's official website. Customers may also subscribe to the District's "Notify Me" service by contacting the District office.

Rates and charges vary depending on the size and classification of each service. A detailed outline of all rates and classes is available at the District Office. Customers will be assessed a transfer fee to initiate service with the District. There is no charge to terminate service except the final bill for usage.

The District serves both city and county residences. Applicable city and county taxes will be added to the Customers bill and remitted to the appropriate agency.

### **FEES AND CHARGES**

A current list of fees and charges can be found on the District website, [www.kittitaspud.com](http://www.kittitaspud.com), or by contacting the District office. Fees and charges are calculated on current loaded wage rates and hourly vehicle costs. Fees will be updated annually.

## **PRIVACY POLICY AND DISCLOSURES**

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### **ANNUAL REPORT**

The District's annual report is available at the District Office. The report may also be viewed on the District's website under the "Your PUD/Fact and Figures" link. The report provides a summary of PUD services provided and of its operations.

### **CONFIDENTIALITY**

The District respects the right to privacy of our Customers. Information contained in a residential billing file that is personal in nature; such as name, address, phone number, and email will not be disclosed except as defined in RCW 42.56.330.

### **DISCLOSURE OF PRIVATE INFORMATION**

In accordance with WAC 480-100-153 the District will not disclose or sell private consumer information including the customer's name, address, telephone number and any other identifying information.

### **DISCLOSURE OF ACCOUNT INFORMATION**

The District will not release account information including usage and payment history to any third party without the written consent of the primary applicant, spouse or roommate on the account. The District may collect and release customer information in aggregate form if the aggregated information does not allow any specific customer to be identified per WAC 480-100-153.

#### DISCLOSURE OF COMMERCIAL INFORMATION

In accordance with RCW 80.04.095, notice will be provided to any commercial customer affected by a public records request under 42.56 RCW. This includes records requests for customer specific usage, financial information, costs, or design information. Under RCW 80.04.095, the affected person must respond to the initial notice within 10 days with a superior court order protecting the records as confidential.

#### INQUIRIES AND COMPLAINTS

In accordance with WAC 480-100-173 billing inquiries shall be directed to a Customer Service Representative. The Customer may present information and documentation deemed relevant to the matter. The District shall gather records for verification and respond to the Customer within 10 business days. If the inquiry remains unresolved, an informal conference may be requested by the Customer and shall be conducted by telephone or in person. Following the informal conference, if the Customer is not satisfied with the determination and wishes to appeal, a hearing with Management may be requested. The hearing will be scheduled at a mutually convenient time. A final written determination will be mailed to the Customer.

The Customer has the right to bring disputes or inquiries to the attention of the Board of Commissioners after following the above process. The Commission meets the last Tuesday of each month at 1:00 pm unless advertised otherwise.

#### MEDICAL ALERT CUSTOMERS

Customers with special medical requirements may be affected by both planned and unplanned power outages. Needed back-up or stand-by generation is the responsibility of the Customer. The District, when possible, will notify Customers of a planned outage. Customers desiring notification should contact the District. Per WAC 480.100.128 and RCW 80.28.010, a medical emergency does not release the customer from their responsibility to pay.

#### REFUSAL OF SERVICE BY DISTRICT

In accordance with WAC 480-100-123 the District may refuse to connect, or may discontinue service for violation of any of its service policies, or failure to pay charges for electric services when due, for violations of rate schedule or contract provisions, for theft, or illegal diversion of current. The discontinuance of service for any of these causes does not release the customer from his/her obligation to pay for energy received, or charges specified in any existing contract. The District may also refuse to serve loads of a character which are seriously detrimental to other service being rendered or other customers

### **STOPPING AND STARTING SERVICES**

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#### CHANGE OF OCCUPANCY

When a change of occupancy or of legal responsibility takes place on any premises being served by the District, notice of such a change shall be given as soon as possible. The out-going customer will be held responsible for all service supplied until the customer's requested disconnection is completed and a final meter reading has been obtained. The in-coming customer will be required to complete an application for service and pay any required fees and deposits prior to connection of service

#### APPLICANT INFORMATION

At the time of establishing or activating an account, a primary applicant must be determined. The primary applicant must provide the District with identifying information. In the event that the account is to be established in a business name, a personal guarantee must accompany the application to ensure payment to the District.

#### CREDIT AND DEPOSIT REQUIREMENTS

An individual, business or organization desiring to purchase utility services from the District may be required to pay a security deposit, depending on credit history (WAC 480.100.113 and 480.100.118). The deposit amount will be determined by past history at the service address. If past history is not available, the minimum adopted deposit will be required. The deposit will transfer with the customer to a new service address. Per WAC 480-100-113 the District will refund a deposit on account with "satisfactory payment" history. Meaning a customer has paid for 12 consecutive months in a prompt and satisfactory manner; there has been no history of the district beginning a disconnect process and there have been no more than two delinquency notices to the account. If service is terminated, the deposit will be applied to the outstanding balance and the remaining amount will be refunded within 45 days of termination.

#### CONNECTION FEE

If a service is being transferred to a new or existing customer there will be a connection fee charged and due prior to connection of service for the account.

#### TRANSFER OF PREVIOUS UNPAID ACCOUNTS

The District may transfer to an existing or new service account any unpaid charges for service previously rendered to said customer at any location in the District's service area. Refer to Deposit and Credit Policy for additional information. Per WAC 480-100-123 the District may not refuse to provide service to a new or additional service address if the customer has delinquent amounts owed to the District. The District may transfer to an existing or new service account any unpaid charges for service previously rendered to said customer at any location in the District's service area (WAC 480-100-113). The transferred balance shall be considered part of the customer's current obligation to the District and will be subject to the District's disconnection proceedings.

The District will provide service at the new location once the customer has paid all deposit and reconnection fees. This does not apply to disconnection for failure to honor low-income payment arrangements.

## **DEPOSITS AND CREDIT POLICY**

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#### DEPOSITS

Prior to furnishing utilities the District may require a deposit to guarantee payment for service as stated in RCW 35.21.217. In the case of a residential customer establishing an account for any property served by the District, that customer will be required to pay a deposit of two-twelfths of annual billings for that service location, or the minimum residential deposit if no history has been established. Commercial customers will pay a deposit of the two-twelfths annual billings for that service or the minimum commercial deposit if no history has been established. Per WAC 480-100-113

the total of the deposit required on a customer's account will not exceed two-twelfths of the estimated annual billing.

The deposit will be held for twelve (12) months for residential and thirty six (36) months for commercial, and refunded or applied to the account at that time if the account is in good standing (defined as zero delinquencies in that 12 or 36 month period). If the account has been delinquent the deposit will be held until there has been a period of 12 months with no delinquencies. If the account becomes inactive, the deposit will first be applied to an unpaid balance owed to the District and second refunded to the customer.

Per WAC 480-100-113 the District may collect a deposit on a current account if:

- At any time during a twelve month period the utility has processed and mailed out three or more delinquent notices on a customer's account.
- The services have been disconnected for non-payment. There is a previous customer living at a residence that currently owes on a past-due account for that service address.

#### TRANSFER OF DEPOSIT

If a customer with a deposit establishes service at another location, the District will transfer the deposit to the new service address and will adjust the amount of the deposit required at the new service location. The District, at its discretion, may apply the deposit towards past due accounts and charges.

#### ALTERNATIVES TO THE DEPOSIT

Per WAC 480-100-113 the District may collect a deposit from a residential customer if the customer has received three or more delinquency notices, been disconnected for nonpayment, or owes a past due bill. The requirement of an initial deposit may be waived if the customer can provide proof of good standing (defined as 2 reminders or less for a 12 month period) in the form of a letter of credit from another utility company which the new applicant had service in his or her name. The deposit may also be waived for past District customers in good standing.

Commercial Customers may receive a waiver of deposit by providing the District with a letter of credit for a 36 month period of time from another utility. Per WAC 480-100-113, the commercial deposit may also be waived if the owner of the business is a current customer in good standing and signs a personal guarantee that will transfer any liability of the business to the individual in case of default.

#### ADDITIONAL DEPOSITS AFTER ESTABLISHING ACCOUNT

In the event that a service is disconnected for non-payment a deposit may be applied to the account in accordance with WAC 480-100-113. If a deposit has already been applied to an account, the deposit amount will be re-evaluated to reflect two-twelfths annual billings for that service location with the minimum amount being required if no history is established. Any additional deposit amount will be required to be paid prior to reconnection of services that have been disconnected due to nonpayment in accordance with WAC 480-100-128.

In the event that an account is disconnected for non-payment an additional deposit may be required to reinstate service. The additional deposit will be required with each disconnection until the maximum deposit amount of two-twelfths of estimated annual billings is reached.



Per WAC 480-100-113, should the customer be unable to pay the required deposit in full at the time of reconnection the District will accept 50% of the required deposit at the time of reconnection and the remaining balance over no more than the next two months, on dates that are mutually agreed upon between the District and the customer. A payment arrangement will be required to be signed at that time. Failure to pay the remainder of the deposit by the due date on the payment arrangement will result in a disruption in service and additional charges applied to the account.

## **BILLING AND COLLECTIONS**

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### **BILLING**

District bills are issued on a monthly cycle, within the first five (5) days of the month and due on the 25<sup>th</sup>. However, due to weekends and holidays, monthly billing periods may range from 26 to 34 days. If payment is not received by the due date, interest is applied and reminder notices are sent. If payment is not received within forty five (45) days of the original statement date a Final notice will be sent indicating the date the payment must be received. Accounts not paid by the final date will be assessed a collection fee and a service order will be created to disconnect the service. Failure to receive a bill will not release the customer from the obligation of payment.

### **BILLING STATEMENTS**

The statement will include the basic charge, known as the "Facility Charge", per meter. The statement will show both the previous and current meter reads. If the meter reading has been estimated it will be clearly noted. Estimated readings are based on the usage history for that service and only done when the meter data cannot be recovered from a faulty device.

An explanation of the following will be shown on the back of the statement: meter readings and estimated readings, billing, questions about your bill, budget billing, interruption of service, late payments and billing terms and charges.

### **PAYMENT ARRANGEMENTS**

Payments can be made online at [www.kittitaspud.com](http://www.kittitaspud.com), by mail or over the phone 509.933.7200 option 1. The District will allow payment arrangements if the Customer qualifies as legally required and defined by RCW 80.28.010

The District offers the option for Budget Billing on accounts that are in good standing and have satisfactory payment history.

The District works closely with independent agencies to assist Customers with home heating assistance. The District collects contributions from Customers and employees for home heating assistance and submits them to Hope Source for administration.

### **BILL PAY ASSISTANCE**

The District offers a program called "Helping Hands" to assist low-income customer to pay their electric utility bills. Customers and employees of the District contribute to this fund. Customers interested in requesting funds from the program must apply and qualify with Hopesource.

### **INITIAL AND FINAL BILLING**

If service is connected prior to the regular billing date the initial billing statement is based off of the starting date of usage and the facility fee will be prorated for that period. The bill will be computed from the first day of service.

The facility charge will be prorated to the day the disconnection was made. The final meter read shall be obtained by a District representative within a three (3) business day period from the time requested by the customer.

## PAYMENT OPTIONS

The District offers several payment options for customer convenience. Cash, Check, Credit Card, Debit Card, and eCheck are offered for regular billing payments to Residential, Small Commercial and Small Irrigation customers. Credit and Debit Cards are prohibited for payment on Large Irrigation, Large Commercial and Line Extension estimates. Credit card payments are allowed, up to a maximum payment of \$2,000, for Resident, Small Commercial and Small Irrigation customer. Credit and Debit cards are prohibited for payment on Large Irrigation, Large Commercial and Line Extension estimates.

AutoPay is available as either a Debit or Credit Card charge or ACH electronic payment and processed with customer consent on the due date each month. To enroll in auto pay the customer must provide the District with account information and a signed authorization for monthly payment. Customers are asked to update auto pay account information as that changes to avoid rejected transactions. Rejected ACH auto pay transactions will result in additional fees charged to the customer.

## ADJUSTMENT FOR BILLING ERRORS OR EQUIPMENT MALFUNCTION

In accordance with RCW 80.28.080 and RCW 80.28.090 the District may not bill any customer any more or any less than the rates and charges applicable to services rendered. In the event that a bill error occurs due to rate error, the District will correct the billing. The customer shall be responsible for actual use and charges.

In the case of equipment malfunction it is the responsibility of the customer to notify the District as soon as it becomes known to the customer. Should a meter become frozen or stuck or unreadable, the customer shall notify the District immediately. In the event that a period of time passes and no electric use is recorded or billed, the District will review service history and estimate use for the time period that the equipment was not functioning correctly. No billing adjustment shall be required for meter inaccuracies of less than 2% error.

When an under-billing or over-billing of a customer account occurs, the District shall provide the customer with notice of the circumstances, period of time and amount of the adjustment. If the date of the error can be established, the under-charge or over-charge shall be computed back to such date. In the event that the date cannot be established, the District will adjust for a period of six months. In the event that the District is responsible for the error, the adjustment will be for no more than twelve months.

In the event that an adjustment for under-billing is required, the customer may enter into a payment arrangement of no longer than the time of the error. The payment arrangement may not be for a period of more than twelve months.

Should payment arrangements be necessary, the District and customer must have a written agreement acknowledged by both the District and the customer. The maximum amount of time that will be granted to pay and outstanding charges will be based on the amount of time that the error has taken place.

## ADJUSTMENT FOR UNINTENDED CONSEQUENCES OF RATE CHANGES

In accordance with RCW 80.28.080 and RCW 80.28.090 the District may not bill any customer any more or any less than the rates and charges applicable to services rendered. However, in the event that a rate change unintentionally penalizes a customer inconsistent with the rate design and is discovered within 12 months of the rate change, the District may adjust a bill with authorization of the General Manager in two specific instances; either the power factor charge exceeds the amount of energy utilized in one billing cycle and/or the demand charge is more than 25 times the energy usage in one billing cycle.

## PAYMENT ARRANGEMENTS

Payment arrangements will be made per WAC 480-100-128 for medical emergencies and during winter months between November 15<sup>th</sup> and March 15<sup>th</sup> per WAC 480-100-143. The customer is required to notify the District of their inability to pay within five (5) business days of receiving a delinquency notice.

Customers may apply for home energy assistance from the following Kittitas County organizations: FISH Food Bank (509-925-5990), Hopesource (509-925-1448), and St. Andrews Church/St. Vincent de Paul (509-962-9819).

If the customer receives a Hopesource award letter or a FISH voucher number, the funds will be applied to the customers past due, current and future charges. Promise of these funds do not relieve the customer from their past due amount owing. Per WAC 480-100-128, failure to make any agreed upon payments by the due date will result in disconnection of service and additional fees applied to the customer account. Any customer that fails to keep their payment plan will not be eligible to reapply for new extended payment plans.

## INSUFFICIENT FUNDS

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### FEES AND CUSTOMER RESPONSIBILITIES

A return item fee will be assessed for any payment that is returned for any reason. The amount of the Returned Item Fees will be based on banking fees charged to the District. Any returned check or ACH payment for insufficient funds received by the District will result in an NSF handling fee charged to the customer's account. The individual will be notified of the returned check or ACH payment and of the redemption procedure required. The NSF must be redeemed at the District office in cash, money order, certified check, cashier's check or credit card within two (2) days. Payment must include the handling fee. If the check is not redeemed within two (2) days, electrical service may be discontinued without further notice to the customer.

### NSF ON DELINQUENT ACCOUNTS

In the event a returned check is in payment of a delinquent account to avoid disconnect for non-payment, electrical service will be discontinued immediately without further notice and the charge for delinquent accounts will apply per WAC 480-100-128. The customer account will be set to "cash only" status and all future payments must be in the form of credit or debit card, cashier's check, money order or cash. A letter will be mailed out to the customer following reconnection to notify the customer of the change in status of their account.

### NSF ON CURRENT ACCOUNTS

In the event an NSF payment is for current charges the NSF fee will be applied to the account and payment will be required within two (2) business days. Any additional NSF payments from said customer within twelve (12) months will result in the account status being changed to "cash only".

## **BUDGET BILLING**

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### **ELIGIBILITY**

The district offers an equal-payment plan to all residential customers per WAC 480-100-138. Residential customers may enroll in budget billing to average electric billings into twelve (12) equal payments. The customer shall have resided at the service address for one (1) year prior to enrollment in the plan. The District must receive written acknowledgement of the customer's acceptance and enrollment in the plan.

### **HOW IT WORKS**

The program is designed to bill equal payments throughout the year based on historical usage; budget payments allow a customer's account to build a credit balance in the warmer summer months to cover higher use in the cold winter months. It is the responsibility of the customer to monitor their actual account balance and actual use to be sure that the monthly payment is sufficient. Budget billing customers are asked to make their payments between the 10<sup>th</sup> and 25<sup>th</sup> of each month. Failure to make monthly payments on time may result in the customer being dropped from the plan.

### **RE-EVALUATION OF THE PLAN**

The District will, twice per year, re-evaluate each customer account enrolled in the plan to ensure that the actual usage is being covered and to avoid large credits on individual accounts. At the time of re-evaluation the District will mail a letter to those customers with budget billing amounts that have either increased, or decreased. In the event that the customer is not satisfied with their new budget amount, they may be removed from the plan causing all charges to be current and due. If a customer is removed from the plan for any reason, there is a waiting period of six (6) months before they may request to enroll again.

In accordance with WAC 480-100-138 the District may refuse to offer equal-payment plans to residential customers who have been removed from the plan within the last six months, for nonpayment or have more than two past due balances on their account. However if the district deems it at the best interest of both parties the district may offer the equal-payment plan to the residential customer.

## **FINANCE CHARGES**

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Accounts that are not paid in full on the due date are considered past due the first day following the due date and finance charges are applied to all past due accounts. The finance charge is 1.0 % of the customer's total balance owing on the account. There may be a one-time reversal of the finance charge at the request of the customer in the event that there are no prior delinquencies on the customer account within the last 12 month period.

Governmental accounts can be excluded from finance charges with approval from the finance manager.

## COLLECTIONS OF UNPAID ACCOUNTS

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The District may employ any and all reasonable methods for collection of unpaid accounts, including assignment to collection agencies and placing a lien on the service property.

Failure to pay the final balance on an account by the due date of the final bill may result in the account being sent to collections and additional fees. Should the District place a lien on the property any filing fees incurred by the District will be required to be paid in order to release the lien from the property. Filing fees will equal the exact charges as assessed by the Kittitas County Auditor's Office.

## DISCONTINUE SERVICE

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Should a customer wish to discontinue service, notification must be received by the District office indicating the disconnect date requested and to provide a forwarding address for receipt of the final bill. The District does not offer termination of services on weekends, after hours, or on holidays and requires a minimum of three (3) days to complete the disconnect and final reading (WAC 480.100.128).

The District has the right to disconnect services for non-payment except as defined in RCW 80.28.010 and WAC 480.100.128. The District has the right to discontinue service for defrauding a public utility as defined in RCW 9A.61.020. Prior to disconnect, the Customer will receive by mail, email or phone, all required legal notices.

The District may disconnect and retire services at locations that have been idle for two (2) years after contacting the property owners. The District may refuse service until all delinquent charges are paid in full.

### DISCONNECTION OF SERVICE NOTIFICATION

In accordance with WAC 480-100-128 the District must notify customers prior to disconnecting services for non-pay. The District must attempt minimum of two (2) attempts to contact the customer during regular business hours. The District will attempt to contact the customers with past due amount owing on their account with a (1) reminder notice and (2) a final notice. No further notification will be provided.

Reminder notices are processed following the statement due date. All customer accounts with a past due balance will be mailed a reminder notice (first notification), with a final due date of no less than eight (8) days following the mailing of the reminder notice.

Final notices (second notification) are processed and mailed five (5) business days following the mailing of the reminder notice. All customer accounts with a past due balance remaining on their account on this day will be mailed out final notice with a due date of no less than three (3) business days following the date of processing and mailing the final notices.

Failure to pay the amount owing prior to the final due date will result in disconnection of service. At the end of the business day on the final due date a collection fee will automatically be charged to all accounts with past due

#### DISCONNECTS

District representatives are dispatched on the day of disconnects. On the date of disconnect, in order to avoid disconnection of service the amount due includes past due amounts subject to disconnect on the account and the collection fee. If a responsible person is present when the power is being disconnected, full payment must be made immediately to the serviceperson or office staff, plus any applicable fees to prevent disconnect. Per WAC 480-100-128 the District representative will accept payment of a delinquent amount at the service address, but will not be required to give change for cash paid in excess of the amount owing. The District will credit any over-payment to the customer's account. Upon disconnect a notice shall be left with the customer personally if possible, or at the service address. This notice shall contain the following language, "ATTENTION: Services have been disconnected due to non-payment of past due balances. Please contact our office for further information and payment to reconnect service. PUD No. 1 of Kittitas County, 1400 Vantage Hwy, Ellensburg, WA 98926. (509) 933-7200"

#### RECONNECTION OF SERVICE

Upon disconnection of service for non-payment, the customer must pay the past due disconnect amount, the collection fee, and a during-business hours reconnect fee (9:30am-3:30pm Monday-Friday, except holidays) to reinstate service. Customer service connections will be made as promptly as possible during regularly scheduled working hours provided the customer has met all the necessary payment requirements.

Reconnections made after hours are subject to an additional after hours reconnection fee in addition to past due disconnect amounts and collection fees...

#### IDLE SERVICES

In the event that a service is disconnected for any reason and is not energized within twelve (12) months, the District may remove the meter. If the service remains disconnected and no meter installed, an L & I inspection will be required prior to meter connection. Once completed, a flat service fee will be charged for reconnection of a meter to idle services and work will be scheduled. Idle services may be retired at any time it can administratively be determined that they are no longer likely to be used. All services that have been idle for a continuous period of two (2) years shall be considered for immediate retirement.

## LANDLORD POLICY

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### LANDLORD SERVICE AGREEMENT

Landlord Service Agreements are designed to assist rental property owners to efficiently manage electric utility moves and changes for rental units and to provide notice to Landlords regarding the status of the tenant accounts. The District will comply with the Landlord signed request until the receipt of updated verification requesting a change or until a cancellation request is received in writing.

There are two levels of Landlords in the Landlord Service Agreement. All Landlords will receive email notice at the time a new tenant applies for service and at the time a tenant requests to discontinue service. Upon written request, as required by RCW 35.21.217, the District will provide a Landlord with email notifications for tenant utility bills, or email notification of a tenant's delinquency.

### AUTO LANDLORD

The District will, upon written request, place the Landlord account in an Auto-Landlord status. The locations being set to Auto-Landlord must have all previous unpaid balances paid in full in order to enable to Auto-Landlord feature. The Auto-Landlord will automatically be enabled and account activated at the time of tenant disconnect. Billings for consumption used between tenant disconnect and new tenant connect will be charged to the Landlord.

Account Connect Fees may be waived in the event that the Landlord is set to Auto-Landlord. Any request for disconnect or reconnect between tenants will require the Reconnect fee paid prior to reconnect.

Requests for termination of services by landlord for eviction purposes are prohibited by RCW 59.18.300.

### SERVICE FEES

It is the responsibility of the tenant to contact the District to establish or discontinue the service account. All account and service connections require a connect fee. In the event that the Landlord requests service to be disconnected between tenants for any reason, a reconnect fee will be required.

### DISCONNECT FOR NON-PAYMENT

In the event that the service is subject to disconnect for non-payment, a reasonable effort will be made to contact the landlord. The landlord will be given the opportunity to pay the outstanding balance on the account to prevent the disconnection of service. If the account remains unpaid, the service will be disconnected. The District will not be liable for any damages in the event that service is disconnected for non-payment. The District will not activate the Landlord account until all past due balances are paid.

### LANDLORD TERMINATION

The landlord Service Agreement will be terminated upon receipt of written request. In the event that a landlord account remains unpaid after tenant connection, the Auto-Landlord status will be removed and all unpaid balances will be required in full prior to transfer back to the landlord account. A lien may be placed on the account and account connection fees will be required.

The District reserves the right to revoke the Landlord Service Agreement or Auto Landlord if it is determined that the landowner is out of compliance with the Customer Service Policy.



## COMMERCIAL TRAILER COURTS

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### COMMERCIAL TRAILER PARKS

The District will render individual service to trailers at residential rates provided that a trailer contract is signed. The trailer court shall furnish and install wiring systems, connecting the point of delivery with each trailer, including a meter socket and proactive devices for each trailer position. The wiring system shall be of adequate capacity to maintain standard voltage to each trailer. The trailer court owner must furnish a satisfactory deposit or other guarantee and will assume responsibility for all of the bills of all trailers in the court. The District will install a service of delivering energy to a central point on the owner's wiring. Electric service to the trailer court's joint tenant use facilities must be separately metered and will be billed at the commercial rate.

### LIEN

Utility bills are the ultimate responsibility of the Landowner. In accordance with RCW 35.21.190 the District maintains the right to lien all properties with delinquent amounts owing for electricity furnished for no more than four months of charges past due. In the event that a landowner or tenant fails to make full payment on amounts owing, the District may place a lien on the property as allowed per RCW 35.21.290. The Landlord is also responsible for the costs associated with a lien that may be placed on the property per RCW 35.21.217. In order to release the lien from the property the landowner will be required to pay all bad debts and collection fees, and any filing fees required by the Kittitas County Auditor's Office.

## **NEW SERVICE POLICY**

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### **APPLICATION FOR NEW SERVICE**

Each prospective customer desiring electrical service shall sign the District's standard form of application for service, remit the required application fee, provide a right-of-way plat map or property map, and supply the District with information relating to load requirements, voltage and phase requirements and the manner in which power will be utilized.

If the site is located on rented or leased ground, the property owner shall co-sign the application and provide a right-of-way easement.

Large industrial or commercial contracts may be written on a special form, and shall contain such provisions and/or stipulations as may be deemed necessary or desirable to protect the interests of both the District and the customer.

Large industrial loads involve special engineering and construction circumstances which will require individual analysis for proven feasibility. The District will handle these types of service requests on a case by case basis. In the event that engineering services must be employed to complete a project, the customer will be responsible for those additional charges.

### **POINT OF DELIVERY**

The point of delivery is that point on the customer's premises (or other agreed point) where the District terminates its electrical service conductors, and the customer's wires are connected to the District's facilities. All equipment beyond this point, in the direction of power flow, shall belong to, and be the responsibility of the customer, except meters and metering equipment and other equipment provided by the District. It shall be the responsibility of the customer, or his/her electrical contractor, to advise the District of service requirements in advance of installing the service entrance equipment, and to ascertain that the location is acceptable to the District.

The customer shall furnish and install a suitable meter socket or sockets (as specified by the District) for the installation of the District's metering equipment. If instrument transformers are required (as specified by the District), a suitable outdoor location and mounting equipment shall be provided. In the case of large commercial installations, where the metering equipment is installed in an electrical room in switchgear it will be the customer's responsibility to provide the correct type of meter socket/CT metering provisions as required by the District.

### **CUSTOMER'S WIRING AND EQUIPMENT**

It shall be the customer's responsibility to provide suitable protective equipment, such as fuses, circuit breakers and relays to adequately protect equipment. If three-phase equipment is used, it shall be the customer's responsibility to protect is against single phasing and also, under and over voltage.

The district will take all reasonable precautions to prevent single phasing or abnormal voltage variation, but cannot guarantee that such conditions may not occur, due to circumstances beyond its control.

The District reserves the right to refuse or discontinue service to customer's equipment or wiring where such equipment is in a hazardous condition, or not in conformance with lawful codes. The customer shall be solely responsible for the maintenance and safety of wiring and equipment, and the District shall not in any way be liable for accidents or damages occurring to the customer or to third parties because of contact with, or failure of, any portion of the customer's installation.

Customer's electrical equipment (meter bases, CT enclosures) must be in a location accessible by District personnel for maintenance, testing, removal, and replacement of said equipment. District employees shall have proper identification to prove they are authorized employees who may enter such premises whether indoors or outdoors. (Per WAC 480-100-1068 and 400-100-308).

#### METER POLE

Meter poles will be furnished and installed by the customer. The District owned facilities will terminate at the meter pole.

#### TEMPORARY SERVICE

Temporary service is normally rendered for construction purposes, but may also be rendered to traveling shows, public event displays, etc. where there is an existing secondary of sufficient capacity (also suitable phase and voltage). Service will be provided at applicable rates under these conditions:

- Provision by the customer of a suitable meter pole or other structure, with entrance conduit, conductor, meter socket and suitable protective devices.
- Payment by the customer of a charge for the cost of installation. Charge to be paid for at the time of application.
- In cases where higher voltage delivery is necessary or where the point of delivery is remote from the District's existing systems, the customer may obtain such service by:
- Remitting payment to the District, in advance of construction, in an amount equal to the estimated cost of installing and removing facilities, including overhead costs. After completion of the work, the customer's payment shall be adjusted to conform to the actual costs.
- Temporary services will be disconnected if permanent service is not established within twelve (12) months. In the event that temporary service is disconnected due to expiration, a new application and additional fees will be required to reconnect and complete the permanent service.

## METERING

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The District has implemented an automatic meter reading (AMR) system using radio transmissions. The District will read the meters for monthly billing cycles, transfers and initial or final reads.

For alternative options to the AMR meter program, please contact the District office.

The District tests meters periodically to assure they are operating within the accuracy limits established for each type and class of meter. Customers may request their meter be tested for accuracy within a twelve month period at no cost to the customer (WAC 480-100-183). However if such tests are requested more than once a year and the meter is found to be within accuracy limits the customer will pay a test fee. Per WAC 480-100-183 the testing will be completed within twenty days of the initial request being made. If the District finds an error in usage calculations, the customer will be notified and payment arrangements made or a refund issued.

### METER LOCATIONS

Meters shall be installed on the outside of buildings or service structures, except in the case of rural service which may be installed on a customer owned meter pole. Exceptions to this practice must be approved by the District. Meters shall be installed at a height of 5 ½ to 6 ½ feet above the ground platform. In cases where unusual conditions exist, the District shall be consulted prior to installation.

Where a meter is recessed in the wall of a building, a space of not less than six (6) inches on each side of the centerline of the meter base shall be provided to permit use of the District's test equipment and access. In the event that a meter is discovered by the District to be enclosed and inaccessible the District may require the meter to be moved at the customer's expense.

The District responsibility ends at the meter. It is the responsibility of the customer to address any issues on their side of the meter.

### SEPARATE METER FOR EACH CLASS OF SERVICE

When the customer desires to use electricity for purposes classified under different rates, separate meters may be installed to measure the consumption used under each rate. Each meter will be billed for the facility fee applicable to each rate class.

The electricity registered by each meter will be charged for a price specified in the appropriate rate schedule (see attached ELECTRIC RATE SCHEDULE at the end of this policy). If the customer prefers to have a single meter for two (2) or more classes of service, the total consumption will be billed at the highest rate schedule.

#### DISTRIBUTED GENERATION AND NET-METERING

The District allows for the inter-connection of customer-owned generation and net metering. This includes solar, wind, micro-hydro and hybrid systems. Connection is not allowed without a signed interconnection agreement between the producer and the District. Third party ownership of generating equipment is not permitted. The District participates in both of the Washington State Department of Revenue, Renewable Energy Cost Recovery Programs. Customers interested should inquire with the District prior to purchasing any equipment. The District is not obligated to allow connection of the generators once fully subscribed. Application fees are required for consideration.

#### UNMETERED COMMERCIAL SERVICES

Available to customers who have commercial equipment authorized to be located on or near District poles with fixtures rated less than 15 amps 120 V (8 amps 240V) or 1500 watt nameplate. Some typical equipment might include cable TV amplifiers, sign lighting, traffic signals, wireless radios or wifi or cellular equipment. Placement including addition or expansion of such unmetered equipment on District poles must be approved by the District in advance of field deployment. The District reserves the right to change or revoke the terms, conditions and rates for unmetered commercial service, in which the event the customer(s) may receive service under the provisions of another metered rate class by the District.

#### METER TAMERING OR DIVERSION

Any attempts at meter tampering, unauthorized connection or diversion of services suspected by the District shall be investigated promptly. According to the provisions in RCW 80.28.240, the District may bring civil action for damages against any individual attempting to tamper with District equipment.

In addition to a flat fee, any costs incurred by the District for investigation or repair will be billed to the customer or responsible party including labor, transportation, materials and overhead for investigation, disconnection, reconnection, and service calls.

The District has meters installed that are read electronically. Due to weather or other circumstances determined to be appropriate by the District, the meters will be read as close to the beginning of the month as possible. The District tests meters periodically to assure they are operating within the accuracy limits established for each type and class of meter. Customers may request their meter be tested for accuracy within a twelve month period at no cost to the customer (WAC 480-100-183). However if such tests are requested more than once a year and the meter is found to be within accuracy limits the customer will pay a test fee. Per WAC 480-100-183 the testing will be completed within twenty days of the initial request being made. If the District finds an error in usage calculations, the Customer will be notified and payment arrangements made or a refund issued.

## **DELIVERY**

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#### DELIVERY PHASE AND VOLTAGE

All service shall be alternating current – 60 cycle. Nominal secondary delivery voltages are 120/240 single-phase and 120/208/240 or 277/480 three-phase. Note: Single phase 480 is available in special circumstance only and must be approved in writing by the District prior to such an installation; such an installation will be limited to 200 Amps.

Delivery voltages and phases will be those available at the point service is desired and, if other phase or voltages are necessary, the rate will be computed in accordance with extension policies and schedules set forth herein.

In the case of large loads, power may be delivered at other voltages approved by the District. Motor loads up to and including 10 HP may be served at 240 volts – single-phase. Motors of 5 HP to 40 HP inclusive may be served at 240 volts – three-phase. Motor loads aggregating 25 HP or larger may be serviced at 480 volts – three-phase.

Three-phase motors up to and including 35 HP may be installed within the standard across-the-line starting controllers. All three-phase motors of 40 HP and larger must have starting equipment that meets the approval of the District.

All 10 HP and larger motors must be equipped with overload and low voltage protection. It is required that overload protection be in each phase of three-phase motors.

It shall be the customer's responsibility to provide suitable protective equipment, such as fuses, circuit breakers and relays to adequately protect his/her equipment. If three-phase equipment is used, it shall be the customer's responsibility to protect it against single phasing and also under and over voltage.

## **DETERMINATION OF DEMAND**

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The determination of demand is also set forth in appropriate rate schedules. The term "demand" used herein or in the rate schedules refers to the average demand over any fifteen minute period, as indicated or recorded by a demand meter.

## **POWER FACTOR ADJUSTMENT**

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The power factor adjustment is set forth in appropriate rate schedules. If the average power factor at which power is delivered to the customer is less than 95% lagging, the billing demand may be increased by one percent (1%) or major fraction thereof that the average power factor is less than 95% lagging.

## **HIGHLY FLUCTUATING LOADS**

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Electric service shall not be utilized in such a manner as to cause severe disturbances or voltage fluctuations to other customers of the District. In the event any customer uses equipment that is detrimental to the service of other customers of the District, said customer will be required to install, at his/her own expense, regulative equipment to control such fluctuations.

## **PHASE BALANCE**

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Except in the case of three-phase four wire delta service, the District requires that the current taken by a three-phase service shall be reasonably balanced at times of maximum or near maximum load.

## **RESALE OF ENERGY**

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No purchaser of electric energy shall connect his/her service with that of any other person, or in any way resell, re-bill or supply any other person or premises with electric current through his/her service, unless authorized to do so by the terms or a written contract with the District.

## **NON-STANDARD SERVICE**

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The customer shall pay the cost of any special installation necessary to meet his/her particular requirements for service at other than standard voltages, or for the supply or closer voltage regulation that required by standard practice.

## **RENTAL LIGHTS**

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The District as of the adoption date of this policy manual offers rental lights to the customers of the District. An application for new service, application fee and actual install costs will be charged. Customers wishing to install a District owned light will also be required to sign a lighting contract. The rental lights are unmetered and therefore billed a flat monthly fee. The light fixtures are owned and maintained by the District.

## **RELOCATION OF POLES OR EQUIPMENT AT CUSTOMER REQUEST**

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In the event any customer requests the delivery point or other facilities be relocated to a new location the customer shall pay the actual the cost of moving the line including labor, transportation, materials, and overhead expenses.

## **POLE ATTACHMENTS**

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The District is willing to issue permits authorizing the installation of communication facility attachments to the District's poles to provide communication services to the public. The District requires an application and a pole attachment license agreement prior to any connections.

## **DAMAGES TO DISTRICT EQUIPMENT**

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It shall be the responsibility of the customer to take all reasonable and proper precautions to prevent damage to the District's property on his/her premises. This shall include meters, instruments, transformers, services, connections and other equipment installed by and remaining property of the District.

In any event of damage to District property, the District will charge actual costs to the responsible party. These costs include labor, materials, transportation, transformers and overhead expenses. The responsible party will be billed and the invoice will be due on the 25<sup>th</sup> of the month. A finance charge of 1% of the unpaid balance with a minimum charge of \$1.00 will be added to the charges if not paid by the due date on the invoice. Charges may be transferred to the regular billing account of the customer and will be included in disconnect proceedings if unpaid.

## **RIGHT OF ACCESS**

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In accordance with WAC 480-100-168, the District, through its authorized employees, shall have access to its equipment at all reasonable times for the purpose of reading meters and testing, repairing or replacing any equipment which is the property of the District. If such equipment is so located that locks must be operated to reach it, the District shall supply its own lock to be incorporated in customer's locking system.

## **INTERRUPTION OF SERVICE**

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### **NOTICE OF TROUBLE**

In the event service is interrupted or unsatisfactory, or any hazardous condition is known to exist, it shall be the obligation of the customer to notify the District.

### **EMERGENCY OUTAGES**

The District will use reasonable diligence to provide adequate and uninterrupted supply of electrical energy at normal voltage, but if the supply shall be interrupted without notice for any cause, the District shall not be liable for personal injuries, loss or damages resulting there from, nor will such failure constitute breach of agreement for services (WAC 480-100-148).

### **PLANNED OUTAGES**

Per WAC 480-100-148 the District shall have the right to temporarily suspend service for the purpose of making repairs or improvements to the system. In such cases, when practical, notice shall be given to customers and every effort will be made to make such interruptions as short as possible. Customers with medical conditions are responsible for needed back-up or stand-by generation. A record of all interruptions of service is maintained in accordance with WAC 480-100-148, including location, date, time, duration and cause.



#### CUSTOMER POWER OUTAGE

If the customer's service fails it is the responsibility of the customer to determine first if there are blown fuses, tripped breakers, or any other customer equipment failure that may be at fault before contacting the District. If a service call is made and a representative of the District is dispatched at the customer's request, and it is determined that the customer's equipment is at fault rather than the District's equipment, a charge will be applied to the customer account for labor, transportation, and overhead.

#### **TEMPORARY DISCONNECT/RECONNECT**

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In the event that maintenance, improvement or repair on customer equipment requires temporary disconnection of service it is the customer's responsibility to contact the District. At the customer's request, the office staff will generate a service order to dispatch service personnel at a time and date designated for the temporary disconnect/reconnect. A reconnect fee will be added to the customer account after the completion of the work. Customers and electricians shall not be permitted to remove District metering equipment

#### **CURTAILMENT**

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Should a serious power shortage develop in the Northwest and it becomes mandatory that the District place into effect a curtailment program, the District reserves the right to limit the use of electric energy during such hours as may become necessary.

## BUILDING B RENTAL POLICY

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Building B is available for rent to groups in which at least one member of the group is a District customer. Payment of a security deposit will be required at the time of reservation. The Security Deposit will be applied as a Deposit to the customer's account until a time that the group is no longer using the facilities and a District employee has inspected the premises for damages. The deposit will be returned as a credit to the customer account.

The building will be available during *non-working* hours. Priority for use will be given to the District for their purposes first. Equipment and supplies will not be provided by the District.

There is a per use fee of each time the Building is used. The fee must be paid at the time of use or prior to the time the key is retrieved from the District. Prior to use, the Building B Use Application and Agreement must be completed and signed by the responsible party in the group.

The following terms are included in the Building B Use Agreement:

- Leave the facility in the same or better condition as when they arrived. This includes the restrooms. The Applicant is responsible for cleaning up the facility after their use. This cleaning shall include removing their excess materials, equipment, furnishings and rubbish during and after the use of the facilities. The cost of any additional cleaning or repairs that require the District personnel will be charges to the Applicant Organization. All cleaning must be done immediately following the event.
- Repair and/or replacement of any District equipment or materials lost, damaged, stolen, used or facility damage as the direct result of the event.
- Monitor and control all members in accordance with established rules and regulations, special use conditions, City, County and State laws.
- Provide adequate adult supervision.
- At no time shall any person connected with the event be allowed to consume alcoholic beverages or controlled substances while on District property.
- The District has the absolute right of cancellation without liability.
- Use of District facilities is cancelled when facilities are closed due to an emergency.
- The facility reservation applies to the appropriate area only.
- Approved applications for use of District auditoriums shall be revocable at the discretion of the District and shall not be considered a lease.

It is the responsibility of the customer to return keys to the District office either in the drop box at the front office after hours, or the following day during business hours. In the event that a key is not returned, the deposit will not be returned, and the customer will no longer be able to rent the building.