

CUSTOMER SERVICE POLICIES



NORTHERN WASCO COUNTY PEOPLE'S UTILITY DISTRICT
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NORTHERN WASCO COUNTY PEOPLE'S UTILITY DISTRICT

CUSTOMER SERVICE POLICIES

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CUSTOMER SERVICE POLICIES

1. **PURPOSE** In accordance with the District's objectives of providing the best possible service at the lowest possible cost consistent with sound business principles, it is the intent and purpose of these Service Policies to insure that all customers of the District receive uniform and equitable consideration.

2. **SCOPE** These Service Policies are a part of all oral or written contracts for delivery of electric energy. Copies of these Service Policies shall be available for inspection at all times at the office of the District at 2345 River Road, The Dalles, Oregon.

3. **REVISION** These Service Policies may be revised, amended or otherwise changed at any time by action of the District's Board of Directors. These Service Policies cancel and supersede all previous rules and regulations or Service Policies.

4. **CONFLICTS** In case of conflict between any provision of the Rate Schedules and these Service Policies, the provisions of the Rate Schedules shall apply.

5. **APPLICATION FOR SERVICE** All persons desiring electric service are required to make application for such service. An "Application for Service" is a request for service only, and does not, in itself, constitute a contract until the District accepts the Applicant as a customer. All customers shall receive uniform consideration and courtesy in all service, billing and collection matters.

Applications for service by lawfully married couples may be made by either spouse on behalf of the other. Married customers shall be deemed to be co-applicants unless the District is specifically notified of the parties separation.

Requests for service by persons other than the applicant may be accepted only if such request is accompanied by a letter of authorization or power of attorney, signed by the applicant and filed with the District. The District reserves the right to investigate and verify such requests.

Signed applications shall be required for all new customers. Applicants for service shall provide the District with the following information at the time each account is opened: full name and spouse's name; service address; date of responsibility; picture ID; Social Security number; date of birth; employer; daytime telephone number; name, address and phone number of personal reference; and any other additional information necessary to open an account for service. Acceptance of service shall be subject to compliance with each and every policy and procedure of the District.

Privacy: Information supplied by the customer when applying for service, or obtained from any other transaction between the District and the customer is confidential in nature. Such information will not be disclosed to any third party without the customer's express consent, except:

- (a) Reports to any bona fide Credit Reporting Agency;
- (b) Information released to collection agencies, attorneys, etc. necessary for collection of delinquent accounts;
- (c) Emergency situation where withholding information might endanger life or property;
- (d) Law enforcement agencies.

6. NEW CUSTOMER OR CHANGE OF RESIDENCE A customer shall be billed effective the date the District is requested to start service or the date a customer assumes, accepts or manifests responsibility in any manner.

A customer who has a valid application for service on file, and who orders connection of service at other than established service hours (8:00 AM to 5:00 PM, Monday through Friday, excluding District-observed holidays) shall be charged according to the established schedule of charges (see Rate Schedule 700); except when, in the opinion of the District, utility service is required to protect health, life or property.

There shall be a non-refundable account processing charge on all service applications, including landlord/owner or property manager request for service without a landlord agreement (see Section 7). The account processing charge shall not be charged when marital status changes due to death, marriage or divorce, and the address does not change

When an established or previous customer opens a new account, the credit history and rating (see Section 8.A) will be transferred to the new account. In the event the customer has a delinquent account balance, the service at the new location will be denied until arrangements, acceptable to the District, have been made.

Under special conditions or with large industrial energy users the District may require a suitable agreement or Special Contract. No such agreement, Special Contract, or any modification thereof, shall be binding upon the District until executed by both parties.

7. RENTALS: Service will be disconnected to a property between tenants unless the landlord/owner or property manager has a “Landlord Agreement” for the property on file with the District. A “Landlord Agreement” requests that service be left on between tenants and the landlord/owner or property manager agrees to pay for the electric usage. An account processing charge will not be assessed the landlord/owner or property manager between tenants when a “Landlord Agreement” is on file.

To be eligible for a “Landlord Agreement,” the landlord/owner or property manager must have and maintain a good credit rating (see Section 8.A & B). This agreement will become null and void should any account in the name of the landlord/owner or property manager becomes past due, a good credit rating is not maintained, upon notification from the landlord/owner or property manager, when a property is sold, and by any other written notice.

If the landlord allows the tenant to occupy the service location and later requests that the service be disconnected, the landlord will be charged a service fee in accordance with Rate Schedule 700.A.7. The service fee will cover the costs to deliver a notice allowing the tenant three (3) business days to apply for service. This service fee will apply whether the landlord acknowledges that a tenant occupies the property or not.

If an individual is discovered to be receiving power from the District without applying for service in his or her name, that individual shall be given up to three (3) business days to apply for service, and may be billed for estimated usage prior to application. If an application is not made, service shall be disconnected.

In the event a customer who is an owner, agent, lessor or manager of a residential or commercial property who does not occupy the property where service is supplied, allows the electric bill to become delinquent, or requests a termination of service, the tenant may put the bill in his/her name without the consent of the owner or customer. The tenant must meet all requirements for application for service, including deposit, and shall be responsible for any costs of transferring service, including the cost of any rewiring, metering, etc.

The owner may elect to have the meters installed “active” or “inactive” in new individually metered single, multi-family or non-residential units, except that any common-use meters must be installed “active” in the owner’s name. Bills will be issued for all active meters.

8. CREDIT RATING, ESTABLISHING CREDIT AND CO-SIGNERS.

A. Credit Rating: Each customer earns a credit rating reflecting their payment history and symbolizing credit worthiness. The last 12 months of active service will be used to determine each customer’s credit rating. Collection points will be assigned as follows:

- 1. Bank returned check 1 collection point
- 2. Final Notice 1 collection point
- 3. Failure to comply with arrangements . . . 1 collection point
- 4. Door tags 1 collection point
- 5. Field collection 2 collection points
- 6. Non-pay disconnection 4 collection points
- 7. Unauthorized reconnection or tampering . . 7 collection points
- 8. Collection letter 1 collection point
- 9. (a) Final bill sent to collection agency
or small claims 9 collection points
- 10. Final bill transferred to co-signer’s
account 9 collection points

B. Establishing Credit A customer may establish satisfactory credit for utility service if the customer:

- (1) has been a current customer of the District for one year and has earned no more than 2 collection points;
- (2) provides the District with a “Letter of Credit” from another electric or gas utility expressing satisfactory credit history. “Satisfactory Credit History” means that the applicant was on line for the preceding 12 consecutive months or more with the former utility, has no past due balance and has had no more than 2 collection points within the preceding 12 months;
- (3) at the discretion of the District, the customer may have the option to provide an assignment of a Bank Certificate of Deposit, a Surety Bond or a deposit equal to the amount determined in Section 9.C.

A service deposit shall be required on all Customer Accounts and whenever, in the opinion of the District, there is a financial risk involved, such risk may be evidenced by, but not limited to:

- C. Co-signers: A person may become a co-signer for the purpose of establishing credit for the primary applicant of a residential account.
- (1) A co-signer must be a current customer of the District with a “metered” account, no past due billings and not more than 2 collection points accrued within the preceding 12 months.
 - (2) A co-signer may only co-sign for one residential account at a time. At the discretion of the District, exceptions may be made for family members, but no more than two accounts will be allowed at any one time.
 - (3) A co-signer shall be legally responsible for all debts incurred by the primary applicant.
 - (4) Should the primary applicant become past due and receive a final or disconnection notice, the co-signer shall also receive a letter advising them of the delinquency. Should the delinquency remain unresolved after four (4) business days of the notice, the District may terminate service.
 - (5) Once the account is closed, after notification to the co-signer, any unpaid balance will be transferred to any current service account of the co-signer and the District may exercise whatever legal remedies are available.

A co-signer may initiate removal of their name from the account by making this request to the District in writing. If the primary applicant has not established an acceptable credit rating, the District will notify the primary applicant that they have three (3) business days to either: (1) replace co-signer; or (2) pay a deposit, or (3) service will be terminated. The co-signer remains jointly responsible for all charges up to acceptance of the reapplication or termination.

9. SERVICE DEPOSITS

- A. Service Deposits – Rate Schedules 100, 110, 135 and 200:

The service deposit shall be an amount equal to the highest monthly bill at the premises within the preceding 12 months, or if the property has been

vacant, the period when the premises was last occupied, or the minimum as listed in Rate Schedule 700, whichever is greater.

- (1) A new customer with un-established credit with the District;
- (2) Any customer who has earned more than 2 collection points within the preceding 12 months;
- (3) Any established or previous customer that has earned 9 or more collection points within their last 12 month period of service will be required to pay a deposit equal to two (2) times the deposit as determined above.
- (4) Any customer with a credit rating of 20 collection points or more may be required to pay a service deposit in an amount to be determined by the District.

Time payment agreements on deposits will be allowed. A minimum payment equal to one half of the deposit is required at the time of establishing service and the remainder will be due within 30 days. Customers who do not keep their time payment agreements on deposits will be processed for disconnection. In lieu of a service deposit, see Section 8.B.2 regarding "Letters of Credit" or Section 8.C regarding co-signers.

B. Return of Deposit – Rate Schedules 100, 110, 135 and 200:

- (1) After 12 consecutive billings without accruing more than two (2) collection points, the deposit, plus accrued interest, will be returned to the customer unless the deposit was paid by an outside agency that requested reimbursement.
- (2) On termination of service, the deposit plus accrued interest, will be applied in the following manner:
 - a. toward any unpaid balances;
 - b. reimbursement of payments by outside agencies;
 - c. any remaining credit will be refunded to the customer.
- (3) The deposit may be transferred to a new account if, according to District policy, a deposit is still required.

- C. Service Deposits – Rate Schedules 250, 300 & 400: The District will determine the amount of deposit and may require the deposit be held for the entire term of service. The District will consider the following factors in making this determination which may include, but not limited to: customer size, prior experience with the District, past payment history, financial background and financial risk to the District.

- D. Interest on Deposits: The District will review and adjust annually the interest rate accrued on service deposits. The interest rate shall be based on a twelve-month weighted average (December through November) of all investments. The new rate will be effective each year as of January 1.

10. RENDERING AND PAYMENT OF BILLS

A. Rendering of Bills:

1. Bills for electric service will be rendered monthly or as otherwise required for opening and closing bills or as provided under applicable rate schedules.

2. Meters will be read as nearly as possible on the same cycle date each month. Due to weekends, holidays and differences in the length of calendar months, a variation in reading periods may occur. The District reserves the right to read meters and render bills for longer or shorter periods.

3. If, for any reason, a meter reading cannot be obtained for any particular period, the billing will be based on estimated usage.

4. At the discretion of the District, arrangements may be made to self-read the meter. The customer will sign a Self Reading Meter Agreement and agrees to all fees in accordance with Rate Schedule 700 and terms of the agreement.

5. Errors resulting in an account being under-billed or over-billed, such as the application of incorrect rate schedule, meter mix-up, procedural problems, etc., will be adjusted back to when the error first occurred or for a period of 12 months, whichever is the lesser. Amounts will be calculated as accurately as possible with estimates used when accurate data is not available.

6. See Section 28 for meter accuracy errors.

7. The District retains the right to present a bill, immediately due and payable, for all accounts, and to discontinue service upon twenty-four (24) hours notice under the following circumstances:
 - a. any “act of insolvency,” including, but not limited to, notice of bankruptcy, sale and/or liquidation, notice of bulk transfer, dissolution of corporation or appointment of Receiver, Custodian or Trustee, or any written admissions of a Customer’s inability to pay his or her bill when due;
 - b. when, in the judgment of the District, a customer’s actions indicate an inability or unwillingness to meet his or her financial or contractual obligations to the District;
 - c. when a customer gives notice of intent to disconnect.

Nothing in this section shall abridge any right of the customer to appeal under Section 13 of this Policy, except that the customer must present a written request within twenty-four (24) hours of the District’s notice of intent to disconnect, and the District may expedite any hearing or delivery of decision in order to avoid an unreasonable financial loss.

B. Payment of Bills:

1. Bills for electric service are due and payable upon presentation. Such bills are delinquent if unpaid 16 days after date of billing.
2. Delinquent bills and payment of deposits under the rules of the District shall be paid before service will be connected or transferred.
3. The District reserves the right to establish the means or form of payment (cash, money order, cashier’s check, etc.) from any customer who has previously tendered a check for insufficient funds.
4. The District offers a payment option for our customers called “E-Z Pay.” Based on the bill date, the monthly power bill is drafted from the customer’s checking or savings account on the 10th or the 25th of each month. Customers may sign up any time by completing an authorization form and providing a voided check. In addition, the utility account must be in the customer’s name and have a zero balance. A third party may be allowed to participate in this program with District approval.

- C. Time Payment Agreements – Single Phase and Three Phase Customers:
A minimum time payment agreement shall require a monthly payment of at least \$15.00 or 15% of the past due balance, whichever is greater, in addition to payment of the current bill by the due date. This agreement will be effective until the past due balance is paid in full.

Customers who fail to keep a signed agreement will be mailed a “3-Day Disconnect Notice,” will receive one collection point, and will be required to pay any balance by the third day after mailing of the notice. At the time of disconnect, an attempt will be made at the service location to contact the Customer. If contact is not made, a notice of the action will be left attached to the primary door of the residence, see Rate Schedule 700 for applicable collection charges. The District is required to offer the minimum time payment agreement only once.

11. DELINQUENT ACCOUNTS An account is delinquent if unpaid 16 days after the date of billing. On the monthly billing, the District will show any past due balance. If a past due balance does appear, it must be paid within 4 business days of the billing date in order to avoid a “Notice of Intent to Disconnect” and one collection point.

Should the bill remain unpaid on the 4th business day after mailing of the Notice of Intent, the PUD shall terminate the service. An attempt will be made to contact the customer at this time, but if contact is not made, a notice of the action will be left attached to the primary door of the residence, see Rate Schedule 700 for applicable collection charges. Said notice shall advise the customer of the payment necessary to reconnect service.

Service will not be disconnected for non-payment on the day before a weekend, State or Federal holiday, or the day prior to a District-observed holiday.

The period from November 1st to March 15th has been designated as the “cold weather period.” During the cold weather period, residential single phase and three phase customers will have service terminated only with Board approval. This rule and any other adopted by the District making allowances for cold weather periods will not apply to non-residential accounts.

If a check received for payment on a delinquent account is returned by the bank, the PUD will serve a door tag notice allowing (2) business days before disconnection. If the customer pays at the time of shut off with a check that is returned by the bank, electric service will be immediately terminated.

Acceptance of partial payments in the past shall not preclude the District’s right to require full payment upon demand in the future.

Where appropriate, information shall be disseminated regarding community service agencies which have programs designed to assist with payment of utility bills.

Active accounts with past due balances of \$50.00 or more at the time of each billing shall be subject to a one and one half percent (1.5%) late charge.

12. BUDGET PAYMENT PLAN The District has established a Budget Payment Plan. This Plan will spread the cost of electric service evenly throughout the year and is available to all customers served under Rate Schedules 100, 110, 135 and 200 who qualify.

The Budget Payment Plan shall be made available to all qualifying customers of the District whose accounts have a zero balance and have been a customer of the District for at least 12 months at the same address. Under this plan, the customer, although receiving a regular monthly bill, pays the calculated budget payment amount.

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The Budget Payment Plan is a twelve month plan and begins with the May billing. A customer may sign up for the Plan during the months of March, April of each year or at other times at the discretion of the District. April is considered the budget catch up month; all customers on the plan are required to pay their balances in full. Any remaining credit balance resulting from energy assistance from an outside agency will be used to offset future billings or refunded to the customer at their request. A credit balance resulting from energy assistance from an outside agency will be used to offset future billings.

The monthly budget payment shall be obtained by dividing the last 12 months (May-April) cost of energy by 12. Any anticipated future rate increases within the Budget Payment Plan are taken into consideration, in determining the monthly payment. The District reserves the right to adjust the monthly payment requirement at any time to compensate for abnormal debit or credit balances.

The Budget Payment Plan shall be automatically terminated if the customer fails to maintain a current budget payment status. The customer may return to the Plan after the account is brought current and all charges have been paid by the customer, subject to the general terms of the budget payment.

A customer on a Budget Payment Plan may remain on the Plan until such time as the customer moves from the address or the customer notifies the District to terminate his participation in the Plan. In the event the customer moves, the actual account balance is due and payable at that time.

13. DISPUTES, COMPLAINTS AND APPEALS: Every reasonable effort shall be made by the District to accommodate its customers in these matters, including timely resolution of complaints and disputes.

- A. Informal Conferences: Customers are encouraged to have an informal conference with a Customer Service Representative who will review their bill, charges or service concerns. In the event a resolution cannot be reached, the customer will be encouraged to speak with a Supervisor or Department Manager. The customer shall be advised of their right to appeal by an appropriate message printed on all notices warning of service suspension which are mailed or delivered by the District to the address of record. Verbal notice may also be given if personal contact can be made.

The informal conference may be conducted by telephone or in the District's office, 2345 River Road, The Dalles, Oregon, during regular business hours, 8 AM to 5 PM, Monday through Friday, excluding District-observed holidays.

- B. Right to Appeal: Any customer who is dissatisfied with their attempts to resolve their concern after an informal conference with District staff, may submit a written appeal to the General Manager within five (5) business days following the informal conference.

Appeal hearings shall be scheduled during regular business hours, within seven (7) business days following the General Manager's receipt of the written appeal. All District action shall be suspended until the appeals process is completed.

The customer or customer's representative shall open the hearing with a statement of the customer's position and a presentation of evidence in support of the appeal. District staff shall then provide the District's position and presentation of evidence.

The General Manager shall provide the customer with a written decision within five (5) business days following the appeal hearing. The written decision shall be hand delivered or sent to the customer by certified mail. The written decision shall contain: a summary of the customer's position and supporting evidence; a summary of the District staff's position and supporting evidence; and the General Manager's decision.

If the customer refuses to accept delivery or fails to comply with the written decision of the General Manager, District action may proceed without further notice as soon as the allowed appeals time has expired.

Any customer who is dissatisfied with the decision of the General Manager shall be entitled to appeal such decision to the Board of Directors by filing a written statement addressed to: Board of Directors, Northern Wasco County PUD, 2345 River Road, The Dalles, Oregon 97058, and indicating that it is an appeal of the decision of the Manager (or his designee) within five (5) business days following the customer's receipt of such decision and clearly and concisely stating the reason for the appeal. Customer may appear at the Board of Directors meeting in person and may be represented by counsel, should they so desire and will be allowed 30 minutes to present their case. Decision of the board shall be given to the customer, in writing, at or before the next scheduled regular meeting of the board.

14. PROTECTION OF CONSUMER HEALTH, INCLUDING THE ELDERLY AND HANDICAPPED: The District will not suspend nor defer connection of electric service due to non-payment if such termination would significantly endanger the health of that customer, or any member of the customer's household. Any customer requesting this deferment shall obtain from the District's office a "Certificate of Endangerment to Health & Request for Deferment of Disconnection." The certificate shall be returned to the District, signed by a licensed private physician or professionally certified or registered medical employee of a local health service agency, affirming that the customer, or a member of his or her household, qualifies for the deferment.

No deferment shall be granted for more than 30 days, except at the discretion of the District. Before the end of 30 days, another certificate must be submitted and approved by the District to continue the deferment of termination. The board reserves the right to review each deferment, to require additional information, to require examination by a physician selected by and paid for by the District, and to reject the deferment, if, in the doctor's opinion, it is not reasonably justified. Such certification does not in any way relieve the customer from responsibility of payment of his bill.

The District will not terminate electric service due to non-payment, when the customer has informed the District that life-support equipment, such as respirators, kidney dialysis units, etc., are in use. However, the District will have the option of installing a "service limiter" device which will limit the amount of electricity for use, but will provide enough to operate the life support equipment. The District shall establish and maintain a list of locations where people depend upon electricity for operation of any life-support systems. Customers must notify the District if these special conditions exist so they can be added to the District's list.

15. FOR EVIDENCE OF FRAUD Each meter shall be sealed and it shall not be tampered with or the seal broken by anyone without prior authorization from the

District. Authorization to break a meter seal, and remove a meter, will only be given to licensed electricians in cases of emergencies and when District personnel are unavailable. Any tampering with the meter or unauthorized breaking of the seal thereon shall be investigated for evidence of fraud. Fraud is indicated if evidence shows that:

- a. An electric meter has been tampered with for the purpose of altering its standard rate of recording electric consumption;
- b. If a meter has been circumvented so that electricity does not pass through the meter;
- c. If electric service, disconnected by the District for non-payment or other reasons, is re-connected by unauthorized persons;
- d. If any other District-owned equipment serving a location is otherwise tampered with or circumvented for any reason.

When fraud is indicated, the District will make an estimate of the lost revenue and bill this amount to the customer. The customer will also receive seven (7) collection points. Should the fraud activity continue, the District will initiate criminal proceedings against the customer.

16. INTERRUPTIONS FOR DISTRICT MAINTENANCE AND OTHER PLANNED AND UNPLANNED PURPOSES

The District shall exercise diligence in supplying satisfactory and continuous electric service. It is inherent, however, that there will at times be some degree of failure, interruption, suspension, curtailment or fluctuation. The District cannot and will not guarantee constant or uninterrupted delivery of electric service and shall have no liability to its customers or any other persons for any interruption, suspension, curtailment or fluctuation in utility service or for any loss or damage caused thereby, when such interruption, suspension, curtailment or fluctuation results from the following or from other causes:

- A. Causes beyond the District's reasonable control include, but are not limited to, accident or casualty, fire, flood, drought, wind, action of the elements, court orders, litigation, breaking down of or damage to facilities of the District or of third parties, acts of God, strikes or other labor disputes, civil, military or governmental authority, electric disturbances originating on or transmitted through electrical systems with which the District's system is interconnected, and acts or omissions of third parties.
- B. Repair, maintenance, improvement, renewal or replacement of facilities or any discontinuance of service (which, in the District's judgment is necessary) to permit repairs or changes to be made in the District's

generating sources of supply, transmission or distribution facilities or to eliminate the possibility of damage to the District's property or to the persons or property of others. To the extent practicable, such work, repairs, or changes shall be done in a manner which will minimize inconvenience to the customer, and whenever practicable, the customer shall be given reasonable notice of such work, repairs or changes.

- C. Automatic or manual actions taken by the District (which in its sole judgment are necessary or prudent) to protect the performance, integrity, reliability or stability of the District's electric system or any electric system with which it is interconnected. Such actions shall include, but shall not be limited to, the operation of automatic or manual protection equipment installed in the District's electric system, including, without limitation, such equipment as automatic relays, generator controls, circuit breakers and switches.
- D. Action taken by the District with respect to any plan of action to conserve electric energy at times of anticipated deficiency of resources, including, but not limited to, non-voluntary curtailment or suspension of electric services.

Concerning interruption of electric service due to planned maintenance, the District shall attempt to notify the customers expected to be affected. Notification shall be by letter, telephone, or personal contact, when practicable, and shall indicate the date and approximate time of the planned outage and the length of time it is expected to continue and when the foregoing means of notification are not practicable, notification shall be by newspaper and/or radio, where practicable.

The District shall maintain a list of persons who depend upon electricity for operation of any life-support systems. When an electric service interruption is planned, special notification shall be made to those customers so that alternate provisions can be made.

17. CUSTOMER'S FACILITIES The customer's wiring and meter base shall be installed in conformity with District specifications and all applicable local, state and federal standards.

State regulations require that all new services (except temporary and irrigation services) and existing service that have been disconnected to allow work to be performed on them must be inspected by the electrical inspector or the District must have received a written request from a licensed supervising electrician before the service can be energized. The District also requires that any service that has been

disconnected for more than twelve months or that, in the opinion of the District, does not meet code be approved by the electrical inspector prior to connection.

Temporary services and irrigation services may be connected without having been approved by the electrical inspector provided there is a current electrical permit attached to the service and there are no obvious code violations.

The District may disconnect service or may refuse to connect service when the customer's wiring or facilities are known to be unsafe to the customer or others.

When the District notes a condition with the customer's service entrance equipment that appears to be hazardous to life or property, the District will notify the state electrical inspector and request his opinion. If he concurs that the condition is hazardous, the District will notify the customer of such condition and advise that service will be disconnected if the installation is not brought up to code. This, in no way, places an obligation on the District to inspect the customer's premises or to advise the customer of unsafe conditions nor does the District assume any liability to the customer or to anyone else who may be injured by the unsafe conditions.

The customer shall provide devices adequate to protect the customer's equipment from high or low voltage, excessive current and the loss of one or more phases of a three (3) phase service.

18. SEPARATE METER FOR EACH CLASS OF SERVICE In general, each class of service to an individual customer will be provided through separate meters. The readings of two or more meters serving different classes of service will not be combined on one bill except in special cases approved by the District.

19. LIABILITY The District shall have no responsibility for the conditions or maintenance of the customer's wiring or other equipment and the District shall be held harmless for any loss or damage resulting from defects in the customer's installation or for injury or damage to property arising from the use of electric service on the customer's premises.

The District's liability shall terminate at the point of delivery.

20. CUSTOMER'S RESPONSIBILITY FOR DISTRICT'S PROPERTY It shall be the responsibility of the customer to take all reasonable precautions to prevent damage to any of the District's facilities installed on the customer's premises. In the event that any of the District's facilities are damaged because of the customer's negligence, the District will bill the customer the actual cost to repair or replace the damaged equipment.

21. SYSTEM DISTURBANCES Electric service shall not be utilized in such a manner as to cause disturbances of voltage, wave form or frequency to other customers of the District. Customers found to be causing such disturbances shall be required to take whatever steps are necessary to correct the disturbances. The District will discontinue service to loads of a character which are detrimental to the service of other customers

22. PHASE BALANCE Customer's single phase, 120-volt load shall be balanced within 10% on 120/240 volt, 3-wire services. On 3-phase services, the 3-phase load shall be balanced within 10%.

23. ADDITIONAL LOAD The service drop, transformer(s), meter, and equipment supplied by the District for each customer were designed to serve the load installed by the customer at the time the service was connected. Before substantially increasing electric service requirements, the customer shall notify the District sufficiently in advance to permit the installation of additional service facilities if needed. Failure to give notice of changes in load and to obtain the District's consent for the additions shall render the customer liable for damage to District's facilities caused by the additional load.

24. NOTICE OF TROUBLE In the event that service is interrupted or is not satisfactory, or a hazardous condition is known to exist, it shall be the obligation of the customer to promptly notify the District of such existing condition(s).

25. CUSTOMER POWER OUTAGE If a customer's service fails, they shall endeavor to determine if the cause of the failure is in the customer's equipment prior to calling the District. If the District responds to a reported outage after normal working hours and the cause is found to be beyond the point of delivery, the customer may be billed the actual cost of labor, transportation and overheads. For the purpose of this section, normal working hours shall be defined as Monday through Friday, 7 AM to 5 PM, except holidays recognized by the District.

26. RIGHT-OF-ACCESS The District, through its authorized employees, shall have access to its equipment at all reasonable times for the purpose of reading and testing meters, repairing or replacing any of the District's equipment. If such equipment is so located that locks must be operated to gain access, the customer shall make provisions to insert the District's lock in series with the customer's lock or the District shall be supplied with keys to the customer's locks.

27. METER LOCATIONS

- A. New meter installations shall be approved by the District and conform to the following:
- (1) Meters shall be installed out of doors on the sides of buildings, on customer-owned poles or on approved pedestals.
 - (2) Meters shall not be installed in places difficult to access, such as over open pits, moving machinery, or hatchways; in the path of water from eaves or rain spouts; in areas subject to live steam or corrosive vapors; within enclosed spaces or spaces which can easily be enclosed such as under porches or carports.
 - (3) Meters served from an overhead service drop shall be installed at a height of five and one-half feet (5-1/2') to six and one-half feet (6-1/2') above final grade or an easily accessible platform. Meters served from an underground service may be installed at a height of 3 feet to six and one-half feet (6-1/2') above final grade or an easily accessible platform.
 - (4) Where the meter is to be recessed into the wall of a building, a space of not less than six inches (6") on each side of the meter base shall be provided to permit access for testing, removal and replacement.
 - (5) When a structure is remodeled the meter shall not be enclosed.
 - (6) The customer shall provide a point of attachment for the service drop that meets the minimum clearances established by applicable local, state and federal codes. The location of the point of attachment shall be approved by the District and will normally be on the side of the building nearest the District's facilities. The point of attachment shall be capable of withstanding the tension of the service drop.
- B. When a meter has been enclosed without express written permission from the District, the District will notify the customer in writing and the customer will be required to relocate the meter to a location accessible to and approved by the District within thirty (30) days. If the meter is not relocated within the thirty (30) day period, the District will begin disconnect procedures.
- C. When meters are found to be inaccessible during normal business hours and the District has to contact the customer to make an appointment to

read, test, remove and/or replace the meter, the customer will be charged a fee in accordance with Rate Schedule 700.

28. METER TESTS If a customer has reason to believe that the District's meter is out of adjustment, the customer may request the District to test the meter. The District will attempt to make the test within ten (10) working days of the request. When a customer requests a meter be tested more often than once every (12) months, a fee as established in Rate Schedule 700 to cover the cost of the test will be required. If the meter is found to be registering more than plus or minus two percent ($\pm 2\%$) of actual usage under conditions of normal use, the fee will be returned.

The customer may request that the test be conducted in their presence, or the presence of their representative during normal working hours.

29. POINT OF DELIVERY 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 conductors. All equipment on the load side shall 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 their electrical contractor, to advise the District of their service requirements in advance of installation of the service entrance equipment, and to determine that the location is acceptable to the District.

The customer shall furnish an underwriter-approved 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 location, a mounting provision, and an enclosure shall be provided for such installations as agreed by the District. In all cases, the customer shall furnish connecting conduit between the instrument transformers and the meter sockets for which the District will furnish and install the meters and connecting wire.

In general, the point of delivery will be as follows:

- a. Residential Overhead: at the weatherhead
- b. Residential Underground: at the line terminals of the meter base.
- c. Commercial Overhead: at the weatherhead
- d. Commercial Underground: at the line terminal of the meter base or current transformers.

30. METER POLE A meter pole is a pole to which the customer has attached a meter loop and the District has attached a service drop. Meter poles will be installed, owned and maintained by the customer.

District-owned poles shall not be used for meter poles without special permission from the District. In those cases where District-owned poles are being used as meter poles, the District reserves the right to require that the customer relocate their equipment if it conflicts with the District's use of the pole.

31. DELIVERY PHASE AND VOLTAGE All service shall be alternating current 60-Hertz. Nominal Delivery voltages are:

- A. 120/240 volt, single-phase, 3 wire
- B. 120/240 volt, three-phase, 4 wire
- C. 240 volt, three-phase, 3 wire
- D. 120/208 volt, single-phase, 3 wire
- E. 120/208 volt, three-phase, 4 wire
- F. 480 volt, three-phase, 3 wire
- G. 277/480 volt, three-phase, 4 wire

Voltages other than those mentioned above may be provided when approved by the District.

Three-phase, 120/208 volt, 4-wire service is generally intended for loads between 45 KW and 500 KW where the load consists primarily of 120 volt load. In areas served from an underground primary system, three-phase, 120/208 volt, 4-wire service is the preferred voltage. In areas served from an overhead primary system, three-phase, 120/208 volt, 4-wire service will be provided only when it will not interfere with existing or future 120/240 volt service.

Three-phase, 480 volt and 277/480 volt service is generally intended for large loads in excess of 500 KW and will only be provided where the load justifies a separate transformer installation. Loads of less than one-hundred (100) horsepower may be served at 480 or 277/480 volts if the customer contributes the cost of the transformers.

32. MOTORS Irrigation motors twenty (20) horsepower and above shall be equipped with capacitors between the starting equipment and the motor. The capacitors shall be sized to adjust the power factor of the motor to ninety-seven percent (97%).

Reduced voltage starters shall be required on all motors fifty horsepower (50 H.P.) and larger if starting the motors across the line causes excessive flicker.

33. LINE EXTENSION POLICY

- A. OVERVIEW: This Line Extension Policy defines the responsibilities of the District, and the responsibilities of the customer, when it is necessary to provide facilities to serve new or additional loads. The Line Extension Policy is written to cover the majority of probable extension situations. The policy cannot, and is not intended to, cover every specific situation or eventuality. The Manager is therefore authorized to make policy adjustments to accommodate those unique situations as they arise.
- B. APPLICABILITY: The Line Extension Policy applies to all individual customers, subdivisions or developments, commercial and industrial customers. The District may be unable to extend the distribution system where the extension is not physically feasible.
- C. DEFINITIONS
- (1) **Aid to Construction** – Cash or approved construction work required of the customer.
 - (2) **Small Loads** – Service to small loads or temporary facilities such as garages, barns, travel trailers, telephone booths, signs or other similar uses.
 - (3) **Base System** – The power system needed to serve, excluding transformer(s), meter(s) and service drop(s).
 - (4) **Contribution** – The cash portion of the aid to construction.
 - (5) **District Construction Allowance** – That portion of new facilities required to serve the customer that were provided by the District without charge.
 - (6) **Primary Span** – High-voltage (above 600 volts) District distribution line between two poles above ground, or up to 400 feet long underground.
 - (7) **Questionable Permanence** – Facilities that are to be served for short periods, or that may be speculative in nature, as determined by the District.
 - (8) **Service** – All necessary lines and equipment needed to provide electricity to the customer.

- (9) **Service Drop** – The electrical line(s) from District equipment to the customer's equipment.

D. LINE EXTENSIONS – GENERAL: The District will construct facilities necessary to extend the distribution system to new customers, or to serve additional loads to existing customers, subject to the other sections of this policy and the following:

- (1) The extension must be from an existing distribution line used by the District.
- (2) The extension must be located along a permanently established road upon which the District has, or may obtain, a satisfactory permit; or, if not an established road, a fully recorded, permanent easement in a form acceptable to the District, must be provided by the customer at no cost to the District.
- (3) The extension shall be built, owned, operated and maintained by the District. All line extensions shall be designed and built to District specifications. Special care shall be taken not to place facilities in locations not readily accessible to the District's line trucks.
- (4) If a customer requests special equipment or facilities normally not provided for the type of load being served and the District agrees to provide it, the customer shall pay the additional expense.
- (5) Where the cost to provide service requires additional construction in excess of that normally provided by the District, the customer shall contribute, in advance, the estimated additional construction cost. This contribution will be partially refunded under either, or both, of the following conditions:
 - (a) The District's actual additional construction costs are less than the estimated additional construction cost.
 - (b) Within five (5) years of completion of the extension, additional customers are served from that extension.
- (6) The cost of providing underground service is considerably higher than providing the District's standard overhead service. Since the District's rates are based on an overhead system, those customers wishing underground service will be required to contribute in advance of construction the difference in costs between an overhead system and an underground system. The customer will

be required to provide the excavation and labor to install all of the District's supplied substructure system (consisting of conduit, vaults, hand holes, etc). All work done by the customer must be to the District's specifications and pass District inspection.

E. PERMANENT SINGLE PHASE SERVICE:

- (1) Overhead – Within an established overhead area, the District will provide, without charge, a pole mounted transformer, meter, and overhead service drop.
- (2) Underground – Within an established underground area, the District will provide a pad-mounted transformer, meter and service drop for a fee as established in Rate Schedule 700. Pursuant to Section D(6) of this policy, the customer will be required to install the District's substructure system.
- (3) Overhead/Underground – Within an established overhead area, the District will provide a pole mounted transformer, meter and underground service drop for a fee as established in Rate Schedule 700. Pursuant to Section D(6) of this policy, the customer will be required to install the District's substructure system.
- (4) The customer will be required to make a cash contribution of the estimated cost of the District's labor and material for any work required to provide service not covered in (1), (2) and (3) above.

F. PERMANENT SMALL LOADS: The District will provide, without charge, the meter and single phase overhead service drop for loads up to 100 amps. The customer will be required to make a cash contribution of the estimated cost of the District's labor and material for any additional work required.

G. THREE PHASE SERVICE:

- (1) Overhead – Within an established overhead area, the District will provide, without charge, pole mounted transformer, meter and overhead drop.
- (2) Underground – Within an established underground area, the District will provide pad-mounted transformer(s), meter and service drop for a flat fee as established in Rate Schedule 700. Pursuant to Section D(6) of this policy the customer will be required to install the District's substructure system.

(3) Overhead/Underground – Within an established overhead area, the District will provide a pole mounted transformer, meter and underground service drop for a flat fee as established in Rate Schedule 700. Pursuant to Section D(6) of this policy, the customer will be required to install the District's substructure system.

- H. CONTRIBUTION IN AID OF CONSTRUCTION: Contributions in aid of construction will be in cash. Cash contributions must be made before materials are issued or work begun on the extension. No right, title or interest in the extension will accrue to the customer from this contribution.
- I. SERVICE FROM PRIOR EXTENSION: Customers desiring service from a prior extension less than five (5) years old, to which a contribution has been made by another customer, must pay their proportional share of that contribution in advance of construction. This amount is in addition to any contributions in aid of construction.
- J. SUBDIVISION OR DEVELOPMENT: The subdivider and/or developer shall be required to pay, in advance of construction, the total amount of the District's estimated cost to provide the base system to serve the subdivision or development (or the cost to provide that portion of a planned subdivision or development requiring service under a multi-phased development program). Any deviation from payment plan must be approved by the Manager.

Individual single phase customers requesting service within a subdivision or development shall be provided service in accordance with the applicable specifications in Section D E, F and G.

- K. HIGH VOLTAGE SERVICE: The District will provide high voltage service under certain conditions. These will be negotiated with the customer.
- L. SERVICE TO A LOAD OF QUESTIONABLE PERMANENCE: If in the opinion of the District, and at its sole discretion, the line extension is to be constructed to serve a load of questionable permanence, the customer will be required to make a payment in advance of construction, in an amount equal to the estimated irrecoverable cost. (Irrecoverable costs are defined as the cost of construction of the facilities, plus the cost of removal of the same facilities, minus salvage value.) The amount of this payment in excess of the customer's contribution required pursuant to Section D, E, and/or G will be refunded over a five (5) year period at a rate of 20% per year. In the event the customer discontinues service prior to the full amount being refunded, the balance of the advance will be retained by the District and will not be refunded.

- M. **REFUNDING CONTRIBUTIONS:** The District shall refund contributions by new customers on a pre-existing line extension, to the current owners of the affected properties. The purpose of this refund is that all customers served from the extension share proportionally in the cost of the extension.

Refunds apply to cash contributions only and shall be made to the legal owner(s) of the property(s) served by the extension at the time of the refund.

In no case shall any customer receive refunds in excess of the contributor's original cash contribution.

34. ATTACHMENTS Attachments to District poles shall be allowed by contract only. Customer equipment, banners, or material of any description shall not be attached to District-owned poles without written consent from the District and proof of insurance in the type and amount specified by the District. Unauthorized attachments or attachments which do not comply with the District's requirements found on District poles will be removed and placed in storage for thirty (30) days after which they will be discarded.

35. CONVERTING UNDERGROUND SERVICE Replacement of overhead facilities with underground facilities shall be done under the following conditions:

- A. It shall be feasible and practical as determined by the District.
- B. The District must have assurance that all affected customers will cooperate in the conversion project. The District shall determine in each case the minimum boundary limits to qualify for conversion.
- C. The District may require reimbursement for the remaining life value in the existing overhead facilities to be removed plus removal costs, less salvage value. In addition to this, the District may require a payment to offset the cost of underground installation.
- D. The customer shall, at his expense, revise his service entrance to receive underground service.
- E. The District may require the customer to execute an agreement wherein special conditions are stated that are applicable to the specific project.

- F. Service to customers located in underground service areas will be underground laterals only. (Overhead service will not be provided.) The customer shall install service equipment to receive underground service.

36. TEMPORARY SERVICE

- A. Within an established overhead area, the District will provide a single phase 120/240 volt temporary overhead service drop of up to 50 feet for construction of a new permanent load for a fee established in Rate Schedule 700.
- B. Within an established underground area, the District will provide a single phase 120/240 volt temporary underground service drop for the construction of a new permanent load for a fee established in Rate Schedule 700. The customer will be required to furnish the service conductors, trench and backfill to the District's point of service.
- C. All other temporary services shall be treated as loads of questionable permanence.

37. NON STANDARD SERVICE The District will supply service to loads at other than standard voltages, supply closer than standard voltage regulation and serve special loads provided that the customer agrees to reimburse the District it's actual costs.

38. RELOCATION OF FACILITIES AT CUSTOMER'S REQUEST The District will relocate existing facilities provided it is feasible from an engineering point of view, that the customer provides any required permits and/or easements and that the customer reimburse the District the actual cost including overheads. In calculating the District's actual cost, the District will take into account the age, location and condition of the facilities to be relocated.

39. STREET LIGHTS Street lights and yard lighting shall require a minimum three (3) year contract. In the event curtailment is required, all lighting contracts will be held in abeyance.

40. RESALE Electric service will not be supplied to new customers for resale. Resale is defined as the furnishing of electric services by a customer to any person when such service is separately billed or paid.

41. NET METERING: District will enter into an agreement with customer-generators that own a net metering facility. A net metering facility is an electric generation facility that uses solar, wind, fuel cell, or hydroelectric power to generate the electric power. The rated generating capacity of any one customer-generator's facility may not exceed 25 kilowatts. The net metering facility must be located on property owned by the customer-generator and must operate in parallel with the District's existing transmission and distribution facilities. The primary intent of the net metering facility must be to offset all or part of the customer-generator's own electric power requirements. The customer-generator must sign and abide by a District Net Metering and Interconnection Agreement.

The customer-generator shall build, operate and maintain the net metering facility so that it meets or exceeds all applicable safety and performance standards established by the Oregon State Building Codes, the Oregon Public Utility Commission, the National Electric Code, the Institute of Electrical and Electronics Engineers, and Underwriters Laboratories. The customer-generator shall provide a safety disconnect device located adjacent to the District's metering equipment and shall be accessible to District personnel at all times. The disconnect switch must be lockable by means of a padlock in either the open or closed position. The District shall have the option of requiring ongoing testing of the disconnect equipment. The District may disconnect the customer-generator's net metering facility from the power system any time it deems that the safety and stability of the District's system may be compromised. The District may limit the cumulative generating capacity of all net metering systems to one-half of one percent of its historic single-hour peak load.

The District will install bi-directional metering equipment that is capable of registering the flow of electricity in each direction at the sole expense of the District.

During a billing period, if the customer-generator uses more electricity than it feeds back onto the District's system, the customer-generator will be billed based on the rate applicable to the customer-generator's class of service. If during a billing period, the customer-generator feeds back on to the District's system more electricity than supplied by the District, the customer-generator will be billed the facilities charge applicable to the customer-generator's class of service and be credited for the excess electricity generated and fed on to the District system. For the billing period ending in March of each year, if any unused credits have accumulated during the previous twelve months, the District will credit the customer-generator's account an amount equal to the unused credited kilowatt hours times the average of the wholesale cost of PF power from the Bonneville Power Administration excluding transmission costs for the previous 12-month period or at the option of the customer-generator apply the credits to the PUD's low-income assistance program.

The District shall not be liable, directly or indirectly, for permitting or continuing to allow the attachment of a net metering facility, or for the acts or omissions of the customer-generator that cause property damage, or loss, or injury, including death, to any third party.

(Adopted 4/24/01)

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