



**COWLITZ PUD BOARD OF COMMISSIONERS
MEETING AGENDA
September 9, 2025, 2:00 p.m.
Cowlitz PUD Board Room & Microsoft Teams**

Board of Commissioners: Dave Quinn, Duane Dalglish, Bruce Pollock

The Cowlitz PUD Board of Commissioners meets on the 2nd and 4th Tuesday of every month. Members of the public interested in participating via Microsoft Teams should contact Monica Petterson at mpetterson@cowlitzpud.org by 5:00 p.m. on Monday, September 8, 2025. To attend by phone, please call 1-323-484-8960 (Conference ID: 370 313 737#) at the time of the meeting. If you require a reasonable accommodation while in attendance at the Cowlitz PUD Board Meeting, please call Monica at (360) 501-9154 at least 72-hours prior to the meeting so that your needs can be addressed.

Please note that public comment is limited to three minutes per person.

1. Call to Order: 2:00 p.m.
2. Changes/Additions to Agenda
3. **Motion to Approve** Today's Board Agenda: Dave Quinn
4. **Motion to Approve** the PUD Board Meeting Minutes of August 26, 2025:
Dave Quinn
5. Public Comment on Agenda Items and Other District Business
6. **Motion to Ratify/Approve** Vouchers & Payroll: Heather Sorensen
7. New Employee Introductions
 - Devin Henthorn to introduce Engineering Drafting Technician Jose Bueno

- Paul Stephenson to introduce GIS Technician Lorraine Clark
- Amanda Farrar to introduce Environmental and Power Resource Analyst Scott Caleen

8. General Manager Report: Gary Huhta

9. Action Items

- 9.1 Statutory Budget Hearing to determine whether a property tax levy for the year 2026 is necessary: Trent Martin

The Commission has set the Regular meeting of September 9, 2025 at 2:00 p.m. at the Cowlitz PUD Board Room and remotely via Microsoft Teams as the time and place to hold a Public Hearing to determine whether it will be necessary to request a property tax levy for the year 2026, at which time any taxpayer may appear and be heard regarding the whole or any part thereof.

Open Public Hearing

Receive Public Testimony

Close Public Hearing

The proposed 2026 budget does not include a request for a tax levy. Staff is requesting, at this time, the Board approve the following:

Motion Authorizing notice be sent to the Cowlitz County Commissioners that no tax levy will be requested and that the General Manager or his designee be authorized to sign the notice.

- 9.2 **Motion to Adopt** 2026 Budget: Trent Martin

- 9.3 **Motion to Approve** Staff Recommendation No. 20/9/9 – Customer Service Policies Update: Heather Sorensen

10. **Executive Session:** If needed, the Presiding Officer will follow the Executive Session Procedure included with this agenda. Following the Executive Session, the Board may take action in public related to the Executive Session.

11. **Motion to Adjourn** the Meeting

COWLITZ PUD EXECUTIVE SESSION PROCEDURE

The Board may meet in Executive Session for any reason authorized under the Open Public Meetings Act, RCW 42.30.110 (1), using the following procedure:

1. Announce the Executive Session

We will now adjourn into executive session pursuant to RCW 42.30.110 (1) for _____ minutes unless extended by the Presiding Officer. The purpose of the executive session is (choose one of the following):

- a. (i) To consider matters affecting national security;
(ii) To consider, if in compliance with any required data security breach disclosure under RCW [19.255.010](#) and [42.56.590](#), and with legal counsel available, information regarding the infrastructure and security of computer and telecommunications networks, security and service recovery plans, security risk assessments and security test results to the extent that they identify specific system vulnerabilities, and other information that if made public may increase the risk to the confidentiality, integrity, or availability of agency security or to information technology infrastructure or assets;
- b. To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price;
- c. To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public;
- d. To review negotiations on the performance of publicly bid contracts when public knowledge regarding such consideration would cause a likelihood of increased costs;
- f. To receive and evaluate complaints or charges brought against a public officer or employee. However, upon the request of such officer or employee, a public hearing, or a meeting open to the public shall be conducted upon such complaint or charge;
- g. To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW [42.30.140\(4\)](#), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public;
- i. To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency

2. Return to Open Public Meeting

- a. Once the session concludes, the board will return to open meeting.
- b. If any action is taken it must take place in open meeting.
- c. Action may not take place earlier than the time for which the executive session was to conclude, including any extensions announced by the Presiding Officer.

Note: The foregoing is not a complete list of allowed purposes to hold an executive session under RCW 42.30.110 (1) but represents the most likely purposes for Cowlitz PUD.

PUBLIC UTILITY DISTRICT NO. 1 OF COWLITZ COUNTY, WASHINGTON**MINUTES OF BOARD MEETING OF COMMISSIONERS****Tuesday, August 26, 2025****Cowlitz PUD Board Room and Microsoft Teams**

Present:**COMMISSIONERS**

Dave Quinn, President

Duane Dalgleish, Vice President

Bruce Pollock, Secretary

STAFF

Alice Dietz, Communication & Public Relations Manager

Casey Kalal, Director of Operations

Chris Velat, Director of Power Management

Gary Huhta, General Manager

Heather Sorensen, Director of Customer Service & Compliance

Lance Larwick, Director of Engineering

Marisa Heard, Manager of Employee Services

Monica Petterson, Executive Assistant/Clerk of the Board

Richard Hughes, General Counsel

Stacie Pederson, Risk Compliance Manager

Steve Taylor, Director of Regulatory & Regional Affairs

Tim Kalimanis, Director of Technology

Trent Martin, Director of Accounting/CFO

PUBLICMike Kayser

1. CALL TO ORDER

Pursuant to published Notice, Commissioner Quinn called the Regular Board meeting of the Commissioners of Public Utility District No. 1 of Cowlitz County, Washington to order at 2:00 p.m.

2. CHANGES/ADDITIONS TO BOARD AGENDA

There were no changes to the meeting agenda.

3. APPROVAL OF AGENDA

It was moved by Commissioner Dalgleish and seconded by Commissioner Pollock to approve the August 26, 2025 Board Agenda.

The motion carried 3 to 0.

4. APPROVAL OF BOARD MINUTES

It was moved by Commissioner Dalgleish and seconded by Commissioner Pollock to approve the August 12, 2025 Regular Board Meeting minutes as written.

The motion carried 3 to 0.

5. PUBLIC COMMENT ON AGENDA ITEMS AND OTHER DISTRICT BUSINESS

There was no public comment.

6. MOTION TO RATIFY/APPROVE VOUCHERS/PAYROLL

Approval of Vouchers in the amount of \$19,279,065.56. The Board reviewed expenditures of the District as required by RCW 42.24.180 for which payments were issued between August 14, 2025 and August 21, 2025, under the provisions of Resolution No. 2762.

It was moved by Commissioner Dagleish and seconded by Commissioner Pollock to approve the ratification of the vouchers/payroll.

Heather Sorensen, in her role as Auditor for the District, reported the majority of expenses were for power supply, outside services for the Meeker Substation rebuild, payroll and benefits, and conservation incentives. One notable item was a payment to Absco Solutions for access control upgrades.

The motion carried 3 to 0.

7. GENERAL MANAGER REPORT

Rates: General Manager Gary Huhta noted the Board met at a workshop this morning to discuss District rate action ahead of BPA's rate increase on October 1st. District staff will prepare a press release regarding a proposed rate increase and will confer with the Board on its contents before it is issued later this week.

Meeker Substation: Contractor work is nearly complete on the Meeker Substation rebuild and PUD crews will begin their work to energize the station by October 2nd. The substation had reached the end of its useful life due to safety hazards, unavailable replacement parts, and lack of space. All of these issues have now been resolved with the rebuild.

Weekend for Warm Neighbor: As a reminder, tickets are available for purchase on the PUD's website for our annual Eat for Heat event. Sponsorships for the Warm Neighbor Golf Tournament have already exceeded last year's dollar amount. Eat for Heat will take place on Thursday, September 11th, and the golf tournament will be the following day on Friday, September 12th.

Osprey Cam: The District has a nesting platform in the Willow Grove area equipped with a live video feed where viewers can observe osprey in their natural habitat. This has been a popular feature on the District's website. Unfortunately, the osprey pair that arrived this year did not lay eggs.

8. ACTION ITEMS

8.1. Motion to Approve Staff Recommendation No. 18/8/26 – 2025 Property Insurance Renewal

It was moved by Commissioner Dagleish and seconded by Commissioner Pollock to approve Staff Recommendation No. 18/8/26.

Risk Compliance Manager Stacie Pederson explained the District's property insurance policy is due for renewal effective August 30, 2025. This year's renewal process was very successful and resulted in a premium decrease of 11% from last year's premium and, factoring in the District's total insured

value vs. premium, a composite rate reduction of 18%. Several factors contributed to the decrease including staff's engagement and relationships with the carriers, as well as the District's business practices, loss history, and secure financials. Ms. Pederson recommends the District renew its property program at the quoted "not to exceed" premium of \$1,740,055, including taxes and fees.

The motion carried 3 to 0.

8.2. Motion to Approve Staff Recommendation No. 19/8/26 – Renewal of Schedule 62 Customer Electric Service Agreement

It was moved by Commissioner Dalglish and seconded by Commissioner Pollock to approve Staff Recommendation No. 19/8/26.

Director of Power Resources Chris Velat explained the District's Electric Service Agreement (ESA) with a Schedule 62 customer is set to expire on September 30, 2025. As a New Large Single Load (NLSL), they are ineligible to purchase BPA priority firm power, and service to their load will be provided under the District's Schedule 62 Tariff. Staff recommend the Board authorize the General Manager to enter into a new ESA with the Schedule 62 customer for a 1-year period commencing on October 1, 2025. The new ESA is substantially consistent with the existing ESA and has been reviewed and agreed upon by the District's Risk Management Committee. Staff also recommend the contract be offered to the Schedule 62 customer as soon as possible in order for it to be fully executed by both parties prior to the September 30, 2025 expiration.

The motion carried 3 to 0.

8.3. Motion to Rescind Resolution No. 2786 – Declaring an Emergency Situation Regarding an Industry-Wide Distribution Transformer Shortage

It was moved by Commissioner Dalglish and seconded by Commissioner Pollock to rescind Resolution No. 2786.

Director of Accounting and CFO Trent Martin explained the Board adopted Resolution No. 2777 on August 24, 2021 declaring an emergency situation and waiving the competitive bid process for the purchase of distribution transformers due to an industry-wide shortage of supply. Following the expiration of Resolution No. 2777, the Board adopted Resolution No. 2786 on January 11, 2022 declaring the emergency continued to exist. Resolution No. 2786 indicates it will remain in effect for the duration of the emergency or until the Board withdraws such authority. In 2025, distribution transformer vendors indicated their willingness to entertain bids and enter into a contract. In response, the District solicited bids, and the Board awarded a contract at its August 12, 2025 Board meeting. With a new contract now in place, staff recommend that Resolution No. 2786 be rescinded.

The motion carried 3 to 0.

9. STAFF REPORTS AND PRESENTATIONS

- 9.1.** District staff provided highlights and answered Commissioner questions regarding the July 2025 Operational Reports which were included in the Board meeting materials.

10. COMMISSIONER REPORTS AND UPCOMING EVENTS

Commissioner Dalglish received positive feedback from a commercial customer who indicated District staff provided great customer service during the commercial rebate process.

11. EXECUTIVE SESSION

No Executive Session needed.

12. MOTION TO ADJOURN MEETING

It was moved by Commissioner Dagleish and seconded by Commissioner Pollock to adjourn the Regular Board Meeting at 2:43 p.m.

The motion carried 3 to 0.

Attest:

President

Secretary

Vice President

Prepared by Monica Petterson
Executive Assistant/Clerk of the Board

DRAFT

DATE: September 9, 2025

Staff Recommendation No. 20/9/9

TO: Board of Commissioners
Gary Huhta, General Manager

FROM: Heather Sorensen, Director of Customer Service & Compliance, Auditor

SUBJECT: Customer Service Policies

The attached revised Customer Service Policies volume is submitted for adoption by the Board of Commissioners. (Both red-line and clean versions are provided for your consideration.)

The Board last approved the Customer Service Policies on October 28, 2024. In accordance with the annual review and update cycle, the Customer Service Policies have been reviewed by staff. The following summarizes the revisions made to the policies:

General Policy Revisions

- Comprehensive rewording of all policies to enhance legal clarity and ensure consistent formatting and tone throughout.

New and Revised Policies

Section 3 - Schedule of Fees (Revised)

- AMI-Opt Out – Non-Remote Meter Reading Fee increased from \$35 to \$50 per month.
- Residential Deposit minimum increased from \$100 to \$150.
- Non-Residential Deposit minimum increased from \$250 to \$300.

Section 4.1 - Application for Service (Revised)

- Expanded identity verification requirements for account types
- Clarified acceptable documentation and deposit requirements for each account type and added additional deposit for incomplete documentation needed for collection efforts.

Section 4.2 - SMS Communication (New)

- Included terms and conditions for text messages to authorize the District to send notifications via SMS.

Section 4.3 - Rental Property Program (Revised)

- Incorporated existing landlord agreement language into policy, eliminating the need for individual signed agreements.
- Strengthened provisions regarding landlord responsibilities and automatic service transfers.
- Added personal guarantee clause for landlords.

Section 4.4 - Individual Liability (Revised)

- Clarified the District's authority to transfer unpaid balances to a customer's active account.

Section 4.5 – Effective Date of Service (Revised)

- Clarified when billing begins and customer responsibility for charges.

Section 4.7 - Transformer Rate (New)

- Formalized existing practice into Policy, allowing the District to charge for transformers sitting idle for 12 months under the District's Schedule 4 – Small General.

Section 4.10 - Low-Income Net Metering Rate (New)

- Established provisions for special contracts with non-profit corporations leasing to low-income tenants, enabling tenants to receive solar energy credits generated by the designated solar energy project at the District's Schedule 1 – Residential Service rate.

Section 4.15 - Residential Account Deposits (New)

- Deceased accounts will require a non-residential deposit.
- Accounts with identification refusal, tampering history, or bankruptcy will have a minimum deposit of \$300.
- Deposit refunds will be based on customer payment history, not solely account status.

Section 4.17 - Non-Residential Account Deposits (Revised)

- Strengthened language regarding Personal Guarantees; deposits may be added to non-residential accounts if residential account has poor credit or is terminated.

Section 4.20 - Billing Errors (Revised)

- Clarified methodology for calculating billing errors.

Section 4.22 – Payment (Revised)

- Clarified payment allocation and customer responsibility for unpaid balances.

Section 4.24 - Budget Billing (Revised)

- Emphasized requirement to pay the exact Budget Amount Due.
- Strongly encouraged enrollment in AutoPay program to prevent renewal issues caused by outdated personal banking information.

Section 4.25 - PrePaid Billing (Revised)

- Expanded program details including disconnection rules and payment allocation percentages.
- Incorporated existing agreement language into policy, removing the need for signed agreement.

Section 4.26 - AutoPay Billing Revised)

- Integrated current AutoPay agreement language into policy, eliminating the need for signed agreement.

Section 4.30 – Restoration of Service (Revised)

- Differentiated reconnection timelines for remote vs. non-remote meters.

Section 4.36 – Fraudulent Acts and 4.37 – Power Theft and Meter Tampering (Revised)

- Strengthened enforcement language and penalties.

Section 5.5 - Remote Meter Opt-Out (Revised)

- Added provision that accounts disconnected for non-payment will be removed from the AMI Opt-Out Program.

Sections 5.7 & 5.8 - Customer-Owned vs. District Owned Facilities (Revised)

- Clarified responsibilities between customer-owned vs. district-owned facilities.

It is my recommendation that the Board adopt the revised Customer Service Policies as presented today.

Sincerely,



Heather Sorensen
Director of Customer Service & Compliance, Auditor



CUSTOMER SERVICE POLICIES

Effective Date: ~~September 9~~~~October 28~~, 2025⁴

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1. Preamble

These Customer Service Policies have been adopted by Public Utility District No. 1 of Cowlitz County ("District" ~~or "Cowlitz PUD"~~) ~~in the interest of~~ to promote efficiency, economy, fairness, and safety in its operations in the distribution of electricity to its customers. The ~~Policies are subject to revision by the District's Board of Directors~~ District Commission ~~may revise these Policies periodically to ensure alignment with these guiding principles from time to time in order to meet these objectives.~~ These Policies are to serve as a guide framework for District ~~to~~ the employees and representatives ~~of Cowlitz PUD~~ in their contacts interactions with customers. ~~All~~ Construction ~~details standards~~ and specifications are written to ~~designed to comply conform~~ with the present current State, Federal, and Municipal laws, ~~and National laws governing such matters and are not intended to violate any State, National or Municipal ordinances or laws.~~ In the event that ~~Should any~~ new laws legislation or ordinances ~~be~~ are enacted adopted, these Policies shall be deemed ~~be considered to be~~ amended accordingly to the extent necessary to maintain compliance ~~they apply to the District and are inconsistent with these Policies.~~

Cowlitz PUD ~~The District~~ reserves the right to disconnect the supply of electric energy service if a customer fails to adhere ~~District and discontinue service in the event the customer fails to comply with these Policies.~~ Disconnection may occur at any time to ~~Service may be disconnected by the District at any time to~~ prevent fraudulent use activity, ~~to protect the District assets, or~~ addresses property or for safety concerns. By acceptance ~~accepting of service from Cowlitz PUD~~ ~~the District,~~ the customer agrees to comply with all applicable provisions of these Policies.

Any person ~~Violating~~ any of the provisions of these Policies may result be prosecuted in legal action. In addition ~~accordance with the law and in addition to the~~ to any penalties determined imposed by the Court of law, the District may ~~electric service of any persons found guilty of violating the provisions of this Policy may be~~ disconnect service and seek ~~reimbursement~~ ed and the person violating shall be liable for all damages and expenses incurred, ~~by the District,~~ including reasonable costs and attorney fees, as permitted ~~to the extent allowed~~ by law.

If any portion provision of any of the Customer Service Policies is found to be contained herein ~~is for any reason held to be~~ unlawful, unconstitutional, or otherwise invalid, such void, such invalidity determination shall not affect the validity or enforceability of ~~enforceability of~~ the remaining provisions ~~ortions of the Policies.~~

These Policies are posted on the District's website and may be obtained available by contacting the District directly. District staff is ~~are~~ available if you have to assist with questions; hi about these policies. ~~However,~~ it is your the customers responsibility to know understand and comply with these Policies and ask questions if you are unsure about anything that may apply to seek clarification when needed. ~~you~~

The District ~~values encourages and invites~~ public ~~engagement and encourages community~~ input ~~regarding its and participation regarding District~~ rates and policies. ~~The District will make~~ Reasonable efforts ~~will be made to inform the public of~~ ~~to notify the public of any~~ changes, ~~which to these policies. Such notification~~ may include press releases, public announcements, notifications with customer billings, and ~~updates~~ ~~posting notices~~ on the ~~Cowlitz PUD District's~~ website.

2. Definitions

The following terms, when used in these Customer Service Policies, ~~Special terms when used in these policies~~ shall have the following meanings ~~set forth~~ below:

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Additional Deposit: The additional deposit is required when ~~a monthly usage increases for a service location's monthly usage increases and the recalculated deposit and the updated deposit~~ exceeds the current deposit on file by \$500 or more. The additional deposit is ~~calculated as~~ the difference between the current deposit ~~on file~~ and the updated deposit, ~~based on amount using~~ the most recent 12-month usage data.

After-Hours: ~~All Any time hours~~ outside ~~the District's standard of our normal~~ business hours of 7:00 a.m. to 5:30 p.m., Monday through Thursday, ~~including recognized and~~ holidays.

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

Applicant: The ~~individual or entity person(s)~~ applying for electric service.

Authorization to Release Utility Information: Written ~~permission consent provided received by the District from~~ the customer authorizing ~~the District to~~ release ~~of his/her their~~ Customer Information to a ~~designated~~ third party.

Billing Period: ~~A billing period is~~ the monthly interval between successive meter reads, ~~normally consisting of typically ranging from~~ 25 to 35 days, used to ~~calculate a determine~~ customer's ~~monthly energy~~ usage. The interval is ~~established determined~~ by the District.

Budget Pay: A payment ~~option plan allowing that provides~~ customers ~~to ers the ability to~~ make equal monthly payments ~~based on the by~~ averaging of their past 12 months ~~(or 24 if available)~~ of ~~electrical~~ usage ~~for that a~~ service location.

Customer: ~~Any individual or entity legally entitled to receive electric service ratepayer or any other person or entity that from~~ the District, ~~including ratepayers, end-use consumers, and financially responsible parties.~~ ~~is legally obligated to provide electric services. End-use consumers of electric service and the parties who are financially responsible for such services provided, which includes any. This includes~~ individuals, partnerships, corporations, organizations, governmental agencies, ~~political subdivision~~, municipalities, ~~or and any~~ other entities ~~supplied with electric service by the District at a service location.~~

Customer Information: Personally identifiable information ~~that can be used to identify, locate, or contact an individual~~ as defined in RCW 42.56.590, ~~which does not include excluding~~ publicly available ~~information data that is~~ lawfully ~~disclosed by made available to the general public from~~ federal, state, or local government records.

Deposit: The ~~security~~ deposit amount ~~is~~ calculated by ~~multiplying using~~ the highest monthly bill

~~from in~~ the most recent 12-month period ~~for at~~ the service location ~~and multiplying it~~ by two.

Earned Deposit: ~~Residential accounts determined~~ A deposit assessed by the District based on ~~may be assessed a deposit for~~ poor payment history. The standard D ~~de~~ deposit calculation ~~shall be is~~ used to determine the Earned Deposit amount.

eBill: ~~A P~~paperless billing option ~~for where~~ customers ~~who prefer to~~ receive their bills electronically ~~through via~~ SmartHub, ~~instead of being mailed a physical bill. To participate in electronic billing, customers must enroll through SmartHub and must~~Enrollment requires have a valid email address.

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Electric Service: ~~The provision of e~~Electric energy ~~made available~~ by the District to the Point of Delivery, ~~regardless for use by a customer, irrespective~~ of actual energy usage by the ~~customer~~consumption.

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

Identity Theft: ~~The unauthorized use of~~Fraud committed or attempted, ~~another person's~~ using the identifying information ~~to commit or attempt fraud. of another person without authorization.~~

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

Month: An ~~approximate interval of approximately~~ 30-day~~30-day intervals.~~

Opt-Out: ~~A p~~Program ~~for allowing~~ customers ~~to decline that prefer not to~~ participation in the District's ~~sponsored~~ smart grid initiatives, ~~including the use of and who prefer to not have a remote reading~~ AMI meters.

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Point of Delivery: ~~The location~~Unless otherwise designated by special contract, ~~the Point of Delivery shall be the point~~ where the District's facilities ~~connect are attached~~ to the customer's electric system, ~~unless otherwise specified by contract. The point is independent~~ facilities ~~regardless~~ of the location of ~~the District's~~ meters, transformers, or other ~~apparatus~~equipment.

Power Factor: The ratio of kilowatt-hours to kilovolt-ampere-hours, expressed as a percentage, ~~including whether the load is~~ leading or lagging.

PrePaid: A pay-as-you-go ~~payment billing~~ option ~~for where~~ customers ~~are charged where accounts are billed for electric usage on a~~ daily basis ~~for electric usage managed via~~ through SmartHub. Customers are responsible for ~~monitoring self-managing electronic~~ notifications and account balances.

Primary Purpose: ~~The use of~~ Customer Information ~~required~~ by a third parties under contract with the District for ~~essential~~ business ~~functions purposes such as; including~~ billing ~~or bill presentment,~~ system ~~implementation and~~ maintenance, ~~management functions including~~ legal ~~and;~~ audit ~~services,~~ and collection services, energy efficiency ~~and program validation or administration,~~ energy assistance programs, ~~validation or administration,~~ customer surveys, and other essential business functions.

Rate Schedule: A list of ~~effective~~ rates and charges ~~as~~ established and periodically amended ~~from time to time~~ by the District's Board of ~~Commissioners~~Directors.

Red Flags: ~~Indicators of potential A pattern, practice or specific activity that indicates the possible existence of~~ identity theft, ~~such as patterns or activities associated with opening in connection with starting a new utility account~~ or accessing ~~an existing~~utility accounts.

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Red Flag Rule: ~~A provision of the~~ Fair and Accurate Credit Transactions Act of 2003 (FACTA), ~~otherwise referred to as the Red Flag Rule, is an amendment amending to~~ the Fair Credit Reporting Act (FCRA), ~~designed to protect consumers from identity theft~~ which outlines requirements for protecting ~~FACTA stipulates requirements for privacy, accuracy and disposal and limits the ways c~~Customer i~~nformation can be shared~~ and preventing identity theft.

Residential Service: Electric service provided forto a structure ~~or part of a structure that is~~ used as ~~a home or~~ residence by one or more persons ~~individuals who maintain a household~~, whether single family or multifamily. Determination of qualifying structures is based on~~The~~ jurisdictional certifying certification authority of residential ~~and related accessory dwelling~~ occupancy. ~~will be the basis for determining residential service qualifying structures.~~

Secondary Purpose: Requests for Customer Information ~~requested~~ by ~~or for a~~ third part~~ies~~y not under contract with the District, ~~such as including;~~ solar contractors, customer-~~hired~~ contractors, ~~outside~~ marketing services, or other requests not required for District business.

SmartHub: A secure web portal or mobile app~~lication that allows available for~~ customers to access and manage their electric account information.

Valid Identification: Acceptable forms of identification include a Social Security number and valid government-~~issued~~ photo identification, such as a driver's license, military identification-~~card~~, passport, ~~or passport card~~, or other documentation deemed acceptable ~~to by~~ the District.

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3. Schedule of Fees

	FEE DESCRIPTION	FEE AMOUNT
1	After Hour Reconnect Fee ⇒ Non-Remote Meter	\$175.00
2	AMI Opt Out – Installation of Non-Remote Meter (one-time)	\$175.00
3	AMI Opt Out ⇒ Non-Remote Meter Reading Fee (per month)	\$35 50.00
4	Deposit – Residential Account (as required)	\$100 150 MIN
5	Deposit – Non-Residential Account (as required)	\$300 250 MIN
6	Disconnect Fee ⇒ Non-Remote Meter	\$40.00
7	Facility Access Fee (per month)	\$180.00
8	Late Fee (of past due amount)	10%
9	Meter Testing – More than one within 12-months	\$75.00
10	Non-Sufficient Funds (NSF) Fee	\$40.00
	Tamper Fee - Equipment Damage, Repeated Unapproved Meter Access (plus meter base upgrade required), Account	
11	Fraud, Power Theft (plus unbilled usage)	\$650 MIN
12	Unapproved Meter Access Fee (or upgraded d meter base)	\$150.00
	Refer to Engineering Policies for New Service Fees	

4. Customer Services Policy

4.1 Application for Service

4.1.1 Applicant(s) may request ~~electric~~electric service ~~via~~by phone, online, email, or in person at ~~Cowlitz PUD's~~the District's main office. ~~Upon submission receipt of a service request and acceptance of service, a binding by Cowlitz PUD, shall constitute as a contractual agreement is established between the Applicant and Cowlitz PUD~~the District, and the Applicant(s).

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4.1.2 Only end-use consumers ~~are eligible to~~may apply for ~~utility~~electric service; ~~e~~Exceptions may be granted solely at ~~however, Cowlitz PUD~~the may make exceptions at its sole ~~District's~~ discretion. Any exceptions ~~and~~ must be authorized by ~~Cowlitz PUD~~in writing.

4.1.3 In compliance ~~To comply~~ with the ~~Federal Trade Commission's~~ Red Flag Rule, ~~Cowlitz PUD~~the District requires Valid Identification to ~~perform~~verify an ~~identity~~identification verification and ~~conduct a~~ credit assessment for all ~~new~~ Applicants. Failure to provide ~~acceptable~~ Valid Identification may result in ~~the~~ denial of service. Requirements vary by account type; ~~or an account deposit.~~

4.1.3.1 Residential Accounts

All responsible parties ages 18 or older must provide their legal name, Social Security number, and date of birth. If unavailable, a valid photo ID may be accepted with a minimum \$300 non-refundable deposit.

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4.1.3.2 Business/Commercial Accounts

An active Employer Identification Number (EIN) registered with the Washington State Department of Revenue is required. An owner or officer listed on the business must provide their Social Security number and date of birth or valid photo ID. If unavailable, service may be placed in an individual's name at the District's discretion, and a non-residential deposit will be required.

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4.1.3.3 Organization Accounts

-An active EIN number registered with the Washington Secretary of State Corporations and Charities Filing System is required. A listed governor must provide their Social Security number and date of birth or valid photo ID. If unavailable, service may be placed in an individual's name at the District's discretion, and a non-residential deposit will be required.

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4.1.3.4 Trust Accounts

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The property must be listed in ~~trust's~~the trust's name on Cowlitz County Assessor's website. Trust documentation is required, and all trustees must provide their Social Security number and date of birth or valid photo ID. A non-residential deposit is required. If an individual aged 18 or older resides at the property and is not a trustee, service must be placed in their name.

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4.1.3.5 Deceased Accounts

~~4.1.3~~ A death certificate or online obituary, along with executor documentation (e.g., letters of testamentary or estate documents) is required. A non-residential deposit will be assessed. The executor or personal representative must provide their Social Security number and date of birth or valid photo ID. If someone resides at the property, they must sign for service. Service may not remain in the name of a deceased customer for more than three months from the date of notification to the District, unless otherwise authorized. If no responsible party signs for service within this period, the District will attempt to contact prior to disconnecting service.

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4.1.4 Cowlitz PUD The District may require valid proof of the Applicant's legal right to occupy the residence prior to initiating service providing power. Acceptable documentation which may include but is not limited to a valid rental or lease agreement, or property deed.

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4.1.5 Prior to receiving initiating electric service, any outstanding debt owed by the customer to Cowlitz PUD the District must be paid in full. Alternatively, or a payment arrangement may be established entered into at the District's discretion of the District.

4.1.6 By accepting and using electric service, the customer is subject agrees to comply with all Cowlitz PUD District policies and procedures in effect, as they exist at the time of application, as well as for service, or as they may be amended any future amendments. This acceptance constitutes a legally binding contractual agreement between the Applicant customer and the District.

4.2 SMS Communication Consent

4.2.1 By initiating electric service with the District, the customer expressly consents to receive non-commercial text messages related to their account, service updates, outage notifications, and other operational communications. This consent includes the use of the customer's mobile number provided during account setup.

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4.2.2 Message frequency may vary. Standard message and data rates may apply. Customers may opt out of receiving text messages at any time by replying "STOP" to any message or by contacting Customer Service.

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4.2.3 The District will not share customer mobile numbers with third parties for

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marketing purposes without additional written consent. All customer information will be handled in accordance with the District's Privacy Policy, available on the Districts Website.

4.2.4 Consent to receive text messages is not a condition of receiving electric utility service and may be revoked at any time.

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4.24.3 Rental Properties Program

4.3.1 This section governs the automatic transfer of electric service to the landlord's name for rental properties enrolled in the District's Rental Property Program. The purpose is to ensure uninterrupted service between tenant occupancies and to assign financial responsibility for energy usage and charges during vacancy periods.

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4.3.2 By requesting, enrolling in, or continuing participation in the Rental Property Program, landlords agree to comply with all terms and conditions outlined in this policy and the District's broader Customer Service Policy. Participation constitutes a binding contractual agreement between the landlord and the District; no signed agreement is required.

4.3.3 Upon receiving notification from a tenant of their intent to vacate, the District will automatically transfer service into the landlord's name effective on the tenant's reported move-out date.

4.3.4 If a tenants account is subject to disconnection due to unresolved nonpayment, the transfer may be delayed until the outstanding balance is resolved or at the District's discretion.

4.3.5 Notification of service transfer will be provided to the landlord via mail, email, or phone using the contact information on file.

4.3.6 Landlords are responsible for all electric charges including energy use, basic service charges, and applicable taxes during any period when no tenant account is active, in accordance with the District's current rate schedules.

4.3.7 The landlord remains financially responsible until the District is notified of new tenant occupancy and has had a reasonable opportunity to process the account change.

4.3.8 Disputes between landlords and tenants regarding occupancy dates or charges must be resolved between those parties. The District does not mediate such disputes.

4.3.9 Landlords must maintain accurate and up-to-date contact and ownership information with the District. Failure to do so may result in the landlord being held responsible for all charges incurred until proper notice and documentation are provided.

4.3.10 Failure to make timely payments on any rental property account will result in default across all accounts associated with the landlord. The District reserves the right to apply payments to the oldest outstanding balance, regardless of payment designation. Deposits may be required, and collection actions or service disconnection may be initiated in accordance with District policies.

4.3.11 Landlords personally guarantee all charges incurred under their accounts and any accounts for properties they own or manage, excluding charges incurred under a tenant's individual account. This personal guarantee applies regardless of the landlord's business entity status (e.g., individual, LLC, corporation).

4.3.12 If cross-wiring is identified at a property, service will be placed in the landlord's name until sufficient proof of corrective action is submitted and accepted by the District. The District retains sole discretion in determining when the issue has been satisfactorily resolved.

4.3.13 The District reserves the right to terminate a landlord's participation in the Rental Property Program for reasons including, but not limited to, noncompliance with this policy, nonpayment on any associated account, fraud or misrepresentation, or operational necessity. Upon termination, standard service requirements will apply, including security deposits and individual service applications.

~~4.2.1 Owners of rental properties are required to sign Cowlitz PUD's Landlord Agreement, which will be applicable to all the owner's properties. Property managers are not authorized to sign the agreement on the property owner's behalf.~~

~~4.2.2 Owners that elect to have the electric service physically disconnected between tenants are subject to a Disconnect Fee, which may be waived at the discretion of the District.~~

~~4.2.3 Owners that elect to have power remain on between tenants will be responsible for energy use, basic charge, and any associated taxes per the applicable Cowlitz PUD Rate Schedule, until Cowlitz PUD is notified of tenant occupancy and has had a reasonable opportunity to process the change.~~

~~4.2.4 If a Landlord Agreement is not on file, or the existing Landlord Agreement does not include a rental property, the power for that rental property may be disconnected between tenants and a Disconnect Fee will be assessed, until such time as a Landlord Agreement is submitted or updated.~~

~~4.2.5 Cowlitz PUD reserves the right to revoke the option for owners to have service~~

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~~remain connected between tenants, should any rental property account become delinquent or is sent to collections.~~

~~4.2.6 In the event any of the owner's accounts are disconnected for non payment, all associated accounts will revert to a disconnect between tenant status, and the owner will be required to pay all past due balances and an Earned Deposit for each rental property account in full before power will be reconnected.~~

~~4.2.7 Failure to make timely payment for electric service or fees on any of the rental property accounts, authorizes Cowlitz PUD to consider all of the owner's accounts of any type in default. Further, Cowlitz PUD has discretion to apply any payment made to the oldest balance owed in the owner's name, regardless of the account the payment was designated.~~

~~4.2.8 Rental property owners shall personally guarantee payment of any amount incurred for any of their accounts, on behalf of themselves and/or any entity receiving service, not to include amounts incurred by tenants with their own individual accounts.~~

~~4.2.9 Rental properties where cross wiring exists will be transferred from the tenant's name into the owner's name. Service will remain in the owner's name until sufficient proof is provided to Cowlitz PUD that the cross wiring has been corrected.~~

4.34.4 Individual Liability

~~4.3.14.4.1 Where/When two or more persons/individuals -jointly in one- application apply for utility electric service, each individual-applicant is jointly and severally liable. This Mmeanssing, all parties each person is are individually responsible for all of the full financial obligations associated withof the account, - receiving service and Cowlitz PUDthe District may pursuelect to collection from any or all such persons-parties.~~

~~4.3.24.4.2 An implied contract for service -may exists, even without if the absence of a formal written application, has not been completed when anyif an adult has taken up residence-resides at a location where Cowlitz PUDthe District is actively providing electric service.~~

~~4.3.34.4.3 Where-aFor joint accounts, exists, Cowlitz PUDthe District will issue bills to the person-designated tobilling recipient,eive the bill or, where there is If no designation exists, bill any person at Cowlitz PUD'sthe District may bill any individual receiving service at its discretion, who is receiving service. Billing one person-party does not change-alter the joint and several liability for all account holders.nature of each customer's obligation.~~

~~4.4.4 If an individual seeks to establish new returns-to service and has an inactive account with an unpaid balance, the-unpaid outstanding balance must be paid in full before~~

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new service is initiated.

4.3.44.4.5 If an individual is added to an active account and has an outstanding balance on a separate account, the District reserves the right to transfer the outstanding balance to the active account.

4.44.5 Effective Date of Service

4.4.14.5.1 ~~Except as~~Unless otherwise ~~specified~~ provided in a special contract approved by the General Manager or ~~the~~ Board of ~~Commissioners~~Directors, ~~the District's~~Cowlitz PUD's rates will ~~be charged~~apply, and billings will commence ~~rendered~~ from the date the ~~utility~~electric service is first made available to the customer.

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4.4.24.5.2 ~~The~~Customer ~~s are~~is responsible for notifying ~~the District~~Cowlitz PUD of any change in occupancy, or responsibility for payment of service. ~~Customers,~~ remain liable for all charges associated with ~~and is responsible for all services supplied to~~ the premises until such notification ~~ice has been~~is received and processed by ~~Cowlitz PUD~~the District.

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4.54.6 Rates and Charges

4.6.1 Rates and charges are established by resolution~~(s)~~ adopted and amended from time to time by ~~Cowlitz PUD~~the District's Board of ~~Commissioners~~Directors. ~~Current~~ Electric Rate Schedules~~d~~ are available at ~~Cowlitz PUD's~~the District's ~~m~~Main oOffice and ~~on its official~~ website.

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4.7 Transformer Rate

4.7.1 If a transformer remains idle for twelve (12) consecutive months, a monthly base charge will be applied in accordance with the District's Schedule 4 – Small General. This charge will continue until the project resumes, or the transformer is removed.

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4.64.8 Multiple Use Rates

4.6.14.8.1 If a premises is used for both residential and non-residential purposes, ~~z~~ (e.g., a home and shop), all energy usage~~ee~~ shall be billed ~~under~~according to the District's Schedule 1 – Residential Service rate, provided ~~the following conditions are met~~:

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4.6.114.8.1.1 ~~T~~he total connected non-residential load does not exceed twenty-five percent (25%) of the total connected load of the entire premises.

4.6.124.8.1.2 ~~E~~lectric energy ~~used on~~premises is supplied through a single Point of

Delivery and a single Point of Metering.

~~4.6.1.3~~~~4.8.1.3~~ ~~there are No~~ employees ~~are present~~, other than the occupant(s).

~~4.6.2~~~~4.8.2~~ Electric energy used on farm premises ~~in connection with~~for processing for ~~sale of~~raw materials not produced ~~on-site~~~~there does~~~~will~~ not qualify for the District's Schedule 1 – Residential Service. ~~Such rate and~~ meters ~~will be billed~~ ~~undershall be served under Rate~~ the District's Schedule 4 – Small General Service or ~~Rate~~Schedule 5 - General Service.

4.7.9 Multiple Dwelling Rates

~~4.7.14~~~~9.1~~ ~~Cowlitz PUD~~The District will ~~render~~~~provide~~ electric service to manufactured/mobile home courts, RV parks, and recreational facilities through a single Point of Delivery and single Point of Metering. ~~The~~~~The District's~~ -Rate Schedule 4 - Small General Service will apply.

~~4.7.24~~~~9.2~~ If more than one residential dwelling is served through a single meter, ~~the~~~~the District's~~ Rate Schedule 4 – Small General Service shall be applied.

~~4.7.34~~~~9.3~~ For customer facilities with ~~m~~~~ultiple~~~~ore than one~~ Points of Delivery, Points of Metering, or other ~~special~~ considerations, a ~~special~~~~separate~~ contract may be required.

4.10 Low-Income Net Metering Rate

~~4.10.1~~ Subject to the execution of a special contract, the District may permit a non-profit corporation that owns and operates residential properties exclusively leased to qualified low-income tenants to allocate bill credits to those tenants for electricity generated by a designated solar energy project. These bill credits may be issued outside the standard net metering framework established under RCW.80.60, provided such arrangement complies with applicable District policies and regulatory requirements. All bill credits shall be calculated in accordance with the District's Rate Schedule 1 – Residential Service.

4.11 Shared Wells Rates

~~4.84~~~~11.1~~ Single-meter domestic wells serving one or more connections shall be billed under the District's Rate Schedule 1 – Residential Service, provided the total connected non-residential load does not exceed twenty-five percent (25%) of the total connected load of the premises.

~~4.8.1~~ Single-meter domestic wells serving one or more connections shall be supplied under Rate Schedule 1 – Residential Service, provided:

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~~4.8.1.1~~ the total connected non-residential load does not exceed twenty five percent (25%) of the total connected load of the entire premises

4.94.12 Resale of Power

~~4.9.14.12.1~~ Except as may be ~~Unless otherwise provided authorized~~ by a special contract, ~~customers electric energy~~ may not be ~~resold electric energy by a customer~~ without written approval of ~~Cowlitz PUD~~the District. ~~The District Cowlitz PUD~~ also reserves the right to approve the electric rates charged for ~~such~~ resale.

4.104.13 Taxes and Assessments

~~4.10.14.13.1~~ ~~The R~~rates established in ~~Cowlitz PUD's~~the District's Rate Schedules, or in ~~any special contract,~~ are subject to increase to ~~include-reflect~~ additional taxes ~~and/or~~ assessments levied by any State, County, or Federal authority on the District's property ~~or operations, ies, real or personal, or on~~including the generation, transmission, distribution, or sale of electric energy.

~~4.10.24.13.2~~ ~~The total amount of A~~any revenue tax levied by any municipality, within the ~~District's area~~ service ~~ceed area by Cowlitz PUD,~~ will be passed on to customers located within the ~~ate boundaries of such~~municipality's ~~boundaries.~~

~~4.10.34.13.3~~ ~~Any such tax~~Taxes or tax increase ~~shall-will remain~~continue in effect only for the duration of ~~such additional taxes and the applicable~~ assessments. When ~~municipality~~cities revises a tax, ~~that revision~~the change will ~~apply to become effective on~~ all bills issued after the effective date ~~of the revision.~~

4.114.14 Account Deposits

~~4.11.14.14.1~~ ~~Cowlitz PUD~~The District reserves the right to require ~~a d~~Deposits and ~~to~~ ~~for~~ modify deposit amounts and requirements at its discretion to ~~guarantee-ensure~~ payment of ~~bills by the customers~~service charges.

~~4.11.24.14.2~~ Deposits may be paid in full at the time-of- ~~the~~ service request or ~~may be paid~~ through an ~~agreed-approved~~upon installment plan. However, ~~Cowlitz PUD~~the District reserves the right to ~~may~~ require ~~the full payment of the D~~deposit ~~to be paid in full~~ prior to ~~initiating providing or continuing~~ electric service.

~~4.11.34.14.3~~ Deposit ~~criteria-requirements~~ for residential and non-residential accounts ~~will be based~~are determined using a ~~various factors, including but not limited to on~~ the ~~RR~~Rate Schedules, ~~and/or~~ county zoning tools, ~~or as defined by~~ special contracts, ~~or other criteria established~~ ~~determined~~ by the District.

~~4.11.44.14.4~~ ~~If~~When a customer ~~moves and~~ transfers service ~~to a new location to-~~ another location, the deposit amount ~~may-will~~ be ~~re-evaluated and~~ adjusted ~~as~~

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necessary to meet the deposit ~~amount~~ criteria for the new location.

~~4.11.54.14.5~~ If a customer adds an additional service location, a the deposit evaluation review will be conducted for the new service process will be completed accordingly.

~~4.11.64.14.6~~ Upon termination of service, the deposit will be applied to any outstanding balance. Any remaining credit will be refunded to the address on file or transferred to an active account, if applicable. Deposits will be applied to any balance owing for customers ending electric service, and any remaining amount will be mailed to the address on file or if available, transferred to customer's new active account.

~~4.11.74.14.7~~ Deposits do not accrue interest.

~~4.124.15~~ Residential Account Deposits

~~4.12.14.15.1~~ A deposit for a residential account account deposit will be required if any of the below criteria following conditions apply:

~~4.12.1.14.15.1.1~~ The District is unable to verify sufficient and acceptable credit information, or a Social Security number is not provided by the customer;

~~4.12.1.24.15.1.2~~ A previous unpaid balance is owed;

~~4.12.1.34.15.1.3~~ a previous account was referred sent to a collection agency;

~~4.12.1.44.15.1.4~~ A bankruptcy filing discharged a previous included the District as a creditor. Cowlitz PUD balance;

~~4.15.1.5~~ a history of Tampering Tampering with Cowlitz PUD District meters or other electrical infrastructure has occurred exists;

~~4.12.1.54.15.1.6~~ Notification indicates the customer signed for service is deceased and are subject to non-residential deposit criteria.

~~4.12.1.64.15.1.7~~ A history of non-sufficient funds (NSF) or fraudulent payments exists with Cowlitz PUD; or

~~4.12.1.74.15.1.8~~ Other circumstances determined by Cowlitz PUD the District to be necessary to ensure payment of the customer's account.

~~4.12.1.84.15.2~~ The deposit amount for residential accounts shall be calculated by using the highest bill amount within the most recent 12-month periods for at the service location, multiplied by two, with a minimum of ~~\$100~~ 150.

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~~4.12.24.15.3~~ Any ~~businesses~~ signing for service at a residential location, will be subject to ~~the non-residential account~~ deposit criteria.

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~~4.12.34.15.4~~ Residential deposits may be waived ~~for accounts if~~ for one of the following conditions is met;

~~4.12.44.15.4.1~~ The a new service Applicant's soft credit check is deemed acceptable by the District ~~Cowlitz PUD~~;

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~~4.12.54.15.4.2~~ The applicant is a ~~residential customer is~~ active-duty military member or a military veteran and who meets requirements of Veteran Deposit Waiver Policy;

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~~4.12.5.14.15.4.3~~ an-The applicant has operated a business within the District's service area for two or more years with an ~~and has maintained~~ excellent credit history with Cowlitz PUD; or

~~4.12.5.24.15.4.4~~ The a customer ~~if eligible~~, opts to participate in Cowlitz PUD's ~~the District's~~ PrePaid billing option program, if eligible.

~~4.12.64.15.5~~ Residential account deposits will be held for a minimum of 24 ~~months~~ from ~~date the date the deposit is~~ paid in full, but may be held longer at the District's discretion.

~~4.12.6.14.15.5.1~~ Deposits will be credited to the customer's account Upon ~~established~~ establishing a timely payment history, defined as no more than two (2) or less late payments ~~across all the customer's accounts~~ within the last 24 months ~~24 months~~; ~~residential account deposits will be credited to the customer's account.~~

4.15.5.2 Deposits for customers who refuse to provide proper identification, with have a history of tamperings, or have filed bankruptcies will not be returned until service is terminated. These deposits will be a minimum of \$300.

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4.16 Veteran Deposit Waiver Policy

~~4.16.1~~ The District honors the service of active-duty U.S. military personnel and veterans by offering a deposit waiver for residential accounts. **Applicability**

~~The District honors the service of active-duty U.S. military personnel and veterans by offering a deposit waiver for residential accounts.~~

Deposit Waiver Requirements

4.16.2 To qualify for the deposit waiver, the customer must:

4.16.2.1 Be an active-duty U.S. military member or an honorably discharged veteran.

4.16.2.2 Be listed as the primary account holder.

Required Documentation

4.16.3 Eligible applicants must provide one of the following:

4.16.3.1 Current military identification or official military orders.

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

Waiver Limitations

4.16.4 The deposit waiver is not available to:

4.16.4.1 Spouses or dependents of veterans or active-duty personnel.

4.16.4.2 Veterans or active-duty members who previously received a waiver and left service without paying their final bill in full.

4.16.5 Accounts are still subject to Earned Deposit requirements under the Customer Service Policy.

~~4.12.6.2~~

4.13.17 Non-Residential- Account Deposits

~~4.13.14.17.1~~ The Deposits amount for non-residential all other accounts shall be calculated by using the highest bill amount with from the most recent 12-month periods for at the service location, multiplied by two, with a minimum of \$250-300 or as defined by special contract.

~~4.13.24.17.2~~ Deposits may be waived for non-residential- accounts if (excluding District S schedules 50, 62 and special contracts) if;

~~4.13.2.14.17.2.1~~ a-The business owner has maintained excellent credit history on a residential account with the District for another Cowlitz PUD residential account for at least minimum of two years and provides signs a signed Personal Guarantee agreement. or provides a Letter of Credit deemed acceptable to Cowlitz PUD.

~~4.13.2.24.17.2.2~~ If the account associated residential account fails to maintain with a Personal Guarantee or Letter of Credit fails to maintain an excellent credit rating or is terminated; a deposit will be applied required.

~~4.13.34.17.3~~ All Non-residential- deposits will be held until service or contract is terminated.

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4.14.18 Earned and Additional Deposits

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~~4.18.1~~ ~~An Earned Deposit~~ An Earned Deposit may be assessed if any of the following occur:

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~~4.14.1~~ ~~An Earned Deposit may be assessed required if any of the following occur:~~ any of the following occurs:

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~~4.14.1.14.18.1.1~~ The customer receives three (3) Notices of Pending Disconnect or has been disconnected ~~two~~ twice (2) times within the ~~most past recent~~ 12-months-period;

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~~4.14.1.24.18.1.2~~ The customer receives two ~~(2)~~ Non-Sufficient Fund (NSF) notices within the ~~most recent~~ 12-months-period;

~~4.18.1.3~~ Tampering with meters (or other electrical infrastructure) tampering occurs at the service address;

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~~4.14.1.34.18.1.4~~ May also be assessed at ~~At~~ the District's discretion based on other factors.

~~An Additional Deposit~~

~~4.14.24.18.2~~ -An Additional Deposit may be required if any of the following occurs:

~~4.14.2.14.18.2.1~~ the Monthly usage for the service location increases, resulting in a recalculated the dDeposit calculation to that exceeds the current deposit on file by \$500 or more.

~~4.14.34.18.3~~ Accounts subject to Earned or Additional Deposits will be billed the applicable deposit amount on their next monthly bill.

~~4.14.44.18.4~~ Earned and Additional Deposits will be refunded according to following either the residential or non-residential criteria, but may be held longer at the District's discretion.

4.15.19 Billing Calculation

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~~4.15.14.19.1~~ Daily meter reads shall be considered conclusive evidence and used as the basis to calculate electric energy consumed by the customer.

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~~4.15.24.19.2~~ In the event if Cowlitz PUD the District is unable to obtain a meter read, the meter read will may be estimated until a valid read is obtained. Once obtained, At which then, the customer's account will be adjusted-reconciled for actual metered consumption.

~~4.15.34.19.3~~ All monthly fixed charges, such as the base charge and applicable taxes, shall be applied on a daily prorated basis.

4.164.20 Billing Errors

~~4.16.14.20.1~~ If a billing error results in overcharges, ~~the District will refund all over-~~ the over-billed amounts to the customer, without interest, for ~~up to a period of up to~~ six years prior to the date the error was discovered, ~~or as specified pursuant to the contractual terms where there is in~~ a written contract, ~~or at the District's discretion.~~ If the customer has a past due balance, the refund will first be applied to ~~that past due~~ balance, with any remaining amount ~~refunded~~ credited to the account.

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~~4.20.2~~ If a billing error results in undercharges, the District ~~Under-billed amounts may be billed to~~ the customer for ~~the underbilled amount for a period of~~ up to six years prior to the date the error was discovered, ~~or as specified in pursuant to the contractual terms where there is~~ a written contract.

~~4.20.2.1~~ Underbilled rate errors will be calculated using actual usage and corrected rate charges.

~~4.16.24.20.2.2~~ If actual usage cannot be determined due to a system error, the District will estimate the underbilled amount using at least one year of accurate historical usage at the location. At its discretion, the District may exclude the highest and lowest usage months from the estimate to improve accuracy.

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~~4.16.34.20.3~~ Customers may ~~The District will be~~ allowed to ~~for~~ payment of the under-billed amounts ~~to be paid off~~ over a period of up to three ~~(3)~~ years, subject to District discretion. ~~Factors c~~Consideredations may ~~will~~ include ~~but not be limited to~~ the duration ~~and nature~~ of the error, ~~and nature of, reason for the error.~~

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4.174.21 Bill Schedule

~~4.17.14.21.1~~ Customers are billed ~~on a monthly basis~~ monthly for the prior month's usage, unless enrolled in ~~the District's~~ PrePaid ~~billing program.~~

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~~4.17.14.21.1.1~~ A ~~typical monthly~~ Billing Period ~~normally~~ consist of 25 to 35 days.

~~4.17.24.21.2~~ Bills are printed and ~~sent mailed~~ approximately three ~~(3)~~ weeks prior to the ~~d~~Due ~~d~~Date.

~~4.17.34.21.3~~ Payments must be made by the ~~d~~Due ~~d~~Date, during business hours, to avoid Late Fees.

~~4.17.4~~ If payment is not received, a disconnect notice will be provided a minimum of five

~~4.17.54.21.4~~ If payment is not received, a disconnect notice will be issued at least provided a minimum of five (5) business days before the scheduled ~~disconnection~~ disconnect date of service is scheduled to occur.

~~4.17.64.21.5~~ Additional ~~disconnect courtesy~~ notifications such as phone calls or electronic ~~reminders, reminders~~ may be provided as a courtesy by Cowlitz PUD the District but ~~are not required~~ are not guaranteed.

~~4.17.74.21.6~~ Service will be disconnected for non-payment if the total past due amount is not paid by the scheduled disconnect date, ~~and a~~ Disconnect Fee may also be assessed.

~~4.184.22~~ Payments

~~4.18.14.22.1~~ All payments should be made payable to "Cowlitz PUD" or ~~others similar~~ acceptable business names ~~recognized by~~ for the District.

~~4.18.24.22.2~~ Cowlitz PUD The District allocates payments to the oldest ~~outstanding~~ charges first.

~~4.18.34.22.3~~ Failure to receive a mailed or electronic billing statement delivery does not ~~exempt release~~ the customer from the obligation to of pay ment as for electric energy service has already been consumed by the customer.

~~4.18.44.22.4~~ Customers ~~are is~~ responsible for the payment of any unpaid account balances, associated with their name or regardless of if they were originally listed on the account but has been verified verified residency, regardless of whether they were originally listed on the account, resided there, as well as any account balances listed in their name.

~~4.194.23~~ Electronic Billing (eBill)

~~4.19.14.23.1~~ Customers who wishing to receive electronic billing statements must have a valid email address and to enroll in eBill through the District's SmartHub app.

~~4.19.24.23.2~~ Customers enrolled in eBill may will access their billing statements exclusively on the via SmartHub app and will no longer receive not be mailed a paper billing statements by mail.

~~4.19.34.23.3~~ Customers ~~are is~~ responsible for maintaining accurate valid mailing and email addresses and must update ing their contact information as needed.

~~4.19.44.23.4~~ Customers ~~is are~~ responsible for any fees or service interruptions from which may result from an invalid or outdated email address.

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4.204.24 Budget Pay Billing

~~4.20.14.24.1~~ Budget Pay allows residential customers, or other locations at the District's discretion, of the District to make equal monthly payments based on their averaging electric usage over the past 12 months, or 24 months if available, of their electrical usage for at the service location.

~~4.20.24.24.2~~ Customers must reside at their service location for a minimum of 12 months to provide ensure a reliable usage more accurate estimate of their electric usage. Budget Pay is designed to build a credit balance during lower-usage months for to. Because usage is typically lower in the summer and fall, budget payments will establish a credit balance for the higher usage winter usage months.

~~4.20.34.24.3~~ New customers may be enrolled in Budget Pay at the, at Cowlitz PUD's District's discretion, may be enrolled in Budget Pay, but are responsible for monitoring their actual account balance to ensure the budgeted amount is adequately covering covers their billed usage.

~~4.24.4~~ Customers must pay the full B budget a Amount d Due each month to remain enrolled. avoid being removed from Budget Pay. Failure to pay by the due date will result in removal from Budget billing the program. If payment is not received by the due date, the account will be moved back to and will be returned to standard-regular monthly billing.

~~4.24.5~~ Customers are required to must pay the exact Budget a Amount each month to ensure accurate account records and prevent inaccuracies between budgeted payments and actual charges. Due to avoid discrepancies between the budgeted and actual amounts owed.

~~4.20.44.24.6~~ The District strongly encourages customers to use AutoPay rather than personal bank bill pay services to avoid issues discrepancies during renewal. AutoPay will automatically adjust the payment amount to s with the new budget amount.

~~4.20.54.24.7~~ When transitioning back returning to regular monthly standard billing, the actual account balance will be used to calculate any amount still owed or any credit due on the account. o determine any remaining balance.

~~4.20.64.24.8~~ Budget Pay accounts renew annually, and t The B budget amount is recalculated based on the most recent 12-month usage history and, including the actual account balance at the time of renewal. As a result, B budget amounts may payment amounts may increase or decrease accordingly.

~~4.20.74.24.9~~ Cowlitz PUD will The District may conduct periodic audits of Budget Pay.

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accounts to identify significant deviations, which may require resulting in adjustments changes prior to the scheduled renewal date.

4.21.4.25 **PrePaid Billing Program**

4.25.1 ~~The~~ PrePaid Billing Program is a voluntary residential billing option offered by the District. By enrolling, customers agree to the terms and conditions outlined in this Policy. Participation constitutes a binding contractual agreement between the customer and the District, ~~-no signed document is required.~~

4.21.4.25.2 ~~Prepaid-~~ is a pay-as-you-go billing option where electric usage is billed daily on a daily basis, unlike regular rather than monthly billing.

4.21.2 Eligible customers opting to participate in PrePaid will be required to complete the PrePaid Application. Customers must abide by the terms and conditions of the program as defined in the signed application.

4.21.34.25.3 PrePaid is a self-managed program and does not provide the same notifications as regular standard monthly billing. Customers must enroll in SmartHub and provide a valid email address and phone number to participate ~~in the program.~~

4.21.44.25.4 PrePaid customers will not receive a monthly billing statement, or a notice of pending disconnect. ~~but will receive~~ A low-balance notification will be sent when the ~~when their~~ account balance falls to ~~is~~ \$20 or less. Customers are responsible for setting up additional alerts and monitoring their account balance to avoid service interruption.

~~\$20 or less. Customers are responsible for setting up additional account notifications and alerts through SmartHub and for managing their account balance to avoid disconnection of services.~~

4.21.54.25.5 PrePaid accounts are subject to immediate disconnection if the account balance drops below zero \$0 dollars and payment is not received by 8:30 a.m. on a regular business day. If service is disconnected To restore service, to reconnect, a minimum payment must be made to bring the account balance to \$25, including any applicable fees and PrePaid Arrangement amounts.

4.21.64.25.6 If disconnection occurs more than two times twice within in a six-month period for accounts with non-remote meters, the account will be ~~con-reverted~~ back to the standard traditional account type monthly billing. The full account balance must be paid, and a deposit will be required.

4.25.7 PrePaid Arrangements are available to help for customers needing to pay off past-due balances and to bring their electric account into good standing.

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~~4.21.74.25.8~~ Customers may place up to a \$500 of their past-due balance into a PrePaid Arrangement. Amounts exceeding \$500 require management approval.

~~4.21.8~~ Customers may place one half of their past due account balance in a PrePaid Arrangement, not to exceed \$500 without management approval.

~~4.21.94.25.9~~ With a PrePaid Arrangement, each payment is split between the portion of the past-due balance and the active account balance; amount is paid down each time the customer places funds on the PrePaid account.

~~4.21.104.25.9.1~~ From April 1 to October 31, 40% of each payment the funds is applied towards the past-due balance amount and 60% to is placed on the active account. During higher usage months, From November 1 to March 31, 25% of the funds is applied towards the past-due amount balance and 75% is placed on the onto the active account.

~~4.21.114.25.10~~ In the event if a meter read is unable cannot be to obtained, a read, usage will be estimated until a valid read is received and t, and then t The account balance will be adjusted accordingly. If meters are requiring manual reads are required on a regularly, basis, the District may return the has the discretion to return the customer to regular standard monthly billing.

~~4.25.11~~ Customers subscribing to this enrolled in the Prepaid pProgram are not required to post a dDeposit, h. However, but may be assessed a Deposit when may be assessed if the customer returns ing to standard regular monthly billing.

~~4.21.124.25.12~~ PrePaid customers are not subject to late fees.

~~4.224.26~~ **AutoPay Billing Authorization**

~~4.22.14.26.1~~ By enrolling in AutoPay, customers agrees to the following terms and conditions. Enrollment constitutes a binding contractual agreement between the customer and the District, no signed document is required.;

~~4.22.1.14.26.1.1~~ The cCustomer authorizes Cowlitz PUDthe District to automatically deduct the amount due from their designated bank account or credit card on the due draft date listed on their monthly bill billing statement.;

~~4.22.1.24.26.1.2~~ The Ecustomer authorizes Cowlitz PUDthe District to initiate debit and or credit adjustments for their designated bank account as necessary.;

~~4.22.1.34.26.1.3~~ The Ecustomer authorizes Cowlitz PUDthe District to update bank account information upon request, at the customer's request whether made in person, b by telephone, mail, or email.;

~~4.22.1.44.26.1.4~~ The Customer is responsible for maintaining accurate account

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information updating bank card information and updating through the SmartHub application, the secure phone system, or in person at the District's main office. The District ~~will is~~ not ~~be responsible liable~~ for late payments resulting from invalid ~~or outdated~~ bank account ~~or credit card~~ information.

4.22.1.54.26.1.5 Customers enrolled in AutoPay ~~customers~~ will receive a monthly statement ~~detailing each month which shows their~~ usage, charges, and the scheduled date ~~of the automatic payment withdrawal funds will be transferred from their bank account.~~

4.22.1.64.26.1.6 AutoPay ~~enrollment will~~ remains active in effect until ~~the customer~~ ermination notification is provided to notifies Cowlitz PUD the District of termination or until payment fails due to insufficient funds or invalid bank account information.~~;~~and

4.22.1.74.26.1.7 Customers removed from AutoPay ~~due to for~~ insufficient funds or invalid bank account information may be restricted from not re-enrollment for up to 12 months ~~12 months~~ or at the District's discretion ~~of the District.~~

4.234.27 **Late Fees**

4.27.1 If payment is not received by the due date indicated on the billing statement, a Late Fee will be assessed to the customer's account.

~~4.23.1~~ Failure to pay the total amount due by the due date will result in a Late Fee being applied to the account.

4.23.24.27.2 The Late Fee ~~will be s are~~ calculated ~~at s~~ ten percent (10%) of the past-due balance and will appear on the customer's next billing statement.~~amount and will be assessed on the next bill.~~

4.23.34.27.3 Customers may request a ~~W~~waiver of a Late Fee. Approval of such requests is at the sole ~~can be requested but may be approved at the~~ discretion of the District.

4.244.28 **Returned Payments**

4.24.14.28.1 If ~~an account has~~ a payment is returned by the customer's financial institution, the bank a Non-Sufficient Funds Fee ("NSF") Fee will be assessed-applied to the account to offset cover administrative and collection-related costs ~~of collections.~~

4.24.24.28.2 If two NSF incidents occur within a 12-month period, the account will be restricted to accepting payments only by cash, cashier's check, or money order payments only for a duration of for 12 months.

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4.25.29 Disconnection of Service for Non-Payment

4.25.14.29.1 Customer's failure to make timely payment will may result in the assessment of Late Fees and disconnection of electric service.

4.25.24.29.2 Customers whose service has been disconnected due to for non-payment must will be required to pay all outstanding past due balances in full before service will be restored prior to reconnection of service.

4.29.3 Cowlitz PUD The District will delay postpone disconnection of services for non-payment under the following conditions:

4.29.3.1 if the temperatures at Cowlitz PUD the District's main office is at or below are thirty two 32 degrees Fahrenheit.

4.25.34.29.3.2 or below or if the National Weather Service has issued issues or announces its intentions to issue a heat-related alert, such as an excessive heat warning, a heat advisory, an excessive heat watch, or similar alert. If a customer has already been is disconnected for non-payment and a heat-related alert is issued, the customer may contact the District to request temporary reconnection of service without requirement of payment. Once weather conditions temperatures return to normal within range or the heat advisory has ended ends, disconnections will continue resume as scheduled.

4.25.44.29.4 Cowlitz PUD The District reserves the right to permanently terminate service due to unresolved debtor delinquent debt.

4.26.30 Restoration of Service

4.26.14.30.1 For customers with remote meters, S service will be automatically reconnected once payment is received. for customers with remote meters. It is the customer's responsibility to ensure that all hazards are removed removed, and the premises are prepared for reconnection.

4.26.24.30.2 For non-remote meters, if payment is made during regular business hours, service will be reconnected withing that business day. If payment is made After Hours after business hours, service will be reconnected on the next regular business day for non-remote meters, unless an After Hours After-Hours Fee is paid collected in full at the time of the reconnect request.

4.26.34.30.3 If in the event service is disconnected due to for non-compliance with this Policy, it will be restored only after service will be reconnected after correction of such non-compliance is corrected and after all amounts owed, including arrears, deposits, fees, or other miscellaneous charges, have been are paid in

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full or a payment arrangement acceptable to ~~Cowlitz PUD~~The District has been entered into ~~established~~.

4.274.31 **Payment Arrangements**

4.27.14.31.1 Payment arrangements are available ~~to help customers for customers needing to~~ pay off past-due balances ~~to and~~ bring their electric account into good standing.

4.27.24.31.2 A payment arrangement ~~may extend allows~~ the past-due amount ~~up to be extended a maximum of~~ one week ~~beyond past~~ the ~~scheduled~~ disconnect ~~for non-payment date.~~ ~~Extensions beyond one week anything exceeding will be require~~ management approval ~~ed at the discretion of management.~~

4.27.34.31.3 Customers must pay ~~both~~ the agreed-upon installment amount ~~and, as well as~~ the current monthly ~~utility electric~~ charges by ~~to~~ the due date.

4.27.44.31.4 Failure to fulfill the payment arrangement ~~and or pay~~ current ~~monthly~~ charges by the due date ~~(s)~~ will result in ~~immediate the immediate~~ disconnection of service. ~~and shall require f~~ Full payment of ~~all~~ past-due amounts ~~will be required~~ prior to reconnection.

4.284.32 **Low-Income Assistance**

4.28.14.32.1 ~~Cowlitz PUD~~The District offers ~~a variety of~~ assistance programs ~~designed to help our most support~~ vulnerable populations, ~~including~~ the Discounted Rate Program; ~~and the~~ Warm Neighbor Program; ~~and Veteran Deposit Waiver.~~

4.28.24.32.2 ~~Eligibility for~~Customers needing assistance ~~is with their electric bill may be eligible~~ based on individual program requirements and ~~are~~ subject to the terms and conditions of the program.

4.28.34.32.3 ~~Cowlitz PUD~~The District also partners ~~external with outside~~ agencies ~~that offering~~ financial assistance.

4.28.44.32.4 Pledges received from outside agencies may be posted to the customer's account ~~upon notification from the agency.~~ upon notification from the agency.

4.28.54.32.5 ~~In the event~~If the pledge is revoked by the agency, the credit will be removed from the customer's account, ~~and the account will be subject to disconnection of service.~~

4.294.33 **Home Heating Assistance**

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4.29.14.33.1 ~~In accordance Pursuant~~ to RCW 54.16.285, ~~Cowlitz PUDthe District~~ will not terminate residential ~~electric utility~~ service between November 15 ~~through and~~ March 15 if the customer ~~meets the following conditions~~:

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4.29.14.33.1.1 ~~Notifies Cowlitz PUDthe District~~ of their inability to pay the bill, including any ~~required~~ deposit. ~~This notice should be provided~~ within five business days of receiving a ~~payment overdue-st due~~ notice. ~~unless there are extenuating circumstances. If the customer fails to notify Cowlitz PUD within five business days and service is already~~ terminated, the customer ~~can~~ ~~may still~~ qualify for protection, by paying any applicable reconnection ~~fees~~ charges, if any, and fulfilling the requirements of this section. ~~receive the protections of this section;~~

4.29.14.33.1.2 Provides self-certification of household income for the prior ~~twelve 12~~ months to a ~~qualified agency (e.g., Lower Columbia CAP) grantee of the department of community, trade, and economic development, which administer~~ ~~ings~~ federally funded energy assistance programs. ~~such as CAP. The grantee shall~~ ~~agency must verify~~ determine that the household income does not exceed the ~~eligibility threshold maximum allowed for eligibility under the state's plan for low income energy assistance~~ under 42 U.S.C. 8624 and shall provide a dollar figure ~~equal to that is 7%~~ seven percent of ~~the~~ household income. ~~The grantee may verify information provided in the self-certification;~~

4.29.14.33.1.3 ~~Has Applied~~s for home heating assistance from applicable government and private ~~sector~~ organizations (e.g., LIHEAP, Warm Neighbor). ~~such as LIHEAP/Warm Neighbor,~~ and certifies that any assistance received will be applied to ~~the current bill~~ and future ~~utility~~ electric bills.;

4.29.14.33.1.4 ~~Has a~~ ~~Applied~~s for low-income weatherization assistance ~~from the District to the utility~~ or ~~other another~~ appropriate agency, if ~~such assistance is~~ available. ~~for the dwelling;~~

4.29.14.33.1.5 Agrees to a payment plan ~~designed to pay the past-due balance by and~~ ~~agrees to maintain the payment plan. The plan will be designed both to pay the past due bill by~~ the following October 15 and ~~maintain ongoing~~ to pay for continued utility service. ~~If the past due bill is not paid by the following October 15, the customer shall not be eligible for protections under this chapter until the past due bill is paid. The plan shall not require monthly payments in excess of seven percent of the customer's M~~ monthly payments under the plan shall not exceed 7% of the customer's monthly income plus one-twelfth of any arrearage accrued from the date application ~~is made and thereafter during November 15 through March 15. A C~~ customers may voluntarily agree to pay a higher amount. ~~percentage during this period but shall not be in default unless payment during this period is less than seven percent of monthly income plus one twelfth of any arrearage accrued from the date application is made and thereafter. If~~

assistance ~~payments are~~ received ~~after the plan is by the customer-~~
~~subsequent to implementat~~implemented, ion of the plan, the customer shall
must contact the Cowlitz PUD District to ~~reformulate-revise~~ the plan, and

~~4.29.1.64.33.1.6~~ Agrees to pay any outstanding balance ~~the moneys owed~~ even if ~~he or-~~
~~shethey~~ relocate moves.

4.30.4.34 **Cancellation of Service by Customer**

~~4.30.14.34.1~~ To cancel electric service, or ~~when providing~~ notification the District of a
change in occupancy or responsibility for payment, the customer must ~~notify-~~
provide Cowlitz PUD notice at least two (2) business days prior to the requested
disconnect date.

~~4.30.24.34.2~~ Until Cowlitz PUD the District receives such notification and has had a
reasonable opportunity to process the customer's request, the customer remains
responsible for all energy usage and associated charges.

~~4.30.34.34.3~~ Cancellation of service for customers receiving electric service under
special contracts is governed by the terms of the applicable said contract.

~~4.30.44.34.4~~ Customers terminating ending service must provide a forwarding address
for delivery of the final bill.

4.31.4.35 **Account Collections**

~~4.31.14.35.1~~ In accordance with RCW 19.16.500, Cowlitz PUD the District may add a
reasonable fee to payable by the customer's account to cover Cowlitz PUD's the-
cost of using when a collection agency is used to collect to recover outstanding
debts. ~~owed by the customer. The amount to be paid for collection service. This fee~~
shall be 30% of the unpaid debt, and which is a direct cost to the District, and it
cannot be waived.

~~4.31.24.35.2~~ The District will attempt to N notification the customer of the
outstanding debt an existing debt and possible potential assignment to a collection
agency will be attempted at least thirty (30) days prior to the transfer.

~~4.31.34.35.3~~ For accounting purposes, accounts will be written off five quarters after
being off service termination; however, but the debt account will remains legally
collectable.

~~4.31.44.35.4~~ Customers returning to service will be required to must pay any-all
outstanding debts in full prior to receiving re-establishing electric service.

4.32.4.36 **Fraudulent Acts**

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~~4.32.14.36.1~~ Fraudulent information, payments, or material misrepresentations made to ~~Cowlitz PUD~~the District in order to for the purpose of obtaining or continuing service ~~may result in~~will be cause for Cowlitz PUD's refusal to provide service or a disconnection of ~~an~~ active service.

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~~4.32.24.36.2~~ If ~~S~~service disconnected due to prevent fraudulent or unauthorized use, or to protect ~~Cowlitz PUD~~District property, ~~will be assessed~~a Tamper Fee and an Earned Deposit, ~~determined in an amount deemed appropriate~~ by ~~Cowlitz PUD~~the District, must be paid prior to reconnection. The District may also notify appropriate ~~Proper~~ authorities. ~~may be notified.~~

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~~4.33.4.37~~ **Power Theft and Meter Tampering**

~~4.33.14.37.1~~ ~~Cowlitz PUD~~The District may ~~bring a~~initiate civil action for damages against any person who commits, authorizes, solicits, aids, ~~abets, or~~abets, attempts to:

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~~4.33.1.14.37.1.1~~ ~~D~~ivert, ~~or cause to be diverted,~~ utility electric services by any means ~~whatsoever;~~

~~4.33.1.24.37.1.2~~ ~~M~~ake ~~unauthorized, or cause to be made,~~ any connections or reconnections ~~with property to~~ District-owned property or used by Cowlitz PUD to provide utility service without the authorization or consent of Cowlitz PUD;

~~4.33.1.34.37.1.3~~ ~~T~~amper with ~~prevent any Cowlitz PUD~~ District meters or ~~other~~ devices used ~~to in determining the charge for electric services from accurately performing its~~ measure electric service. ing function by tampering or by any other means;

~~4.33.1.44.37.1.4~~ ~~T~~amper with any ~~District~~property-owned ~~property or~~ used ~~by the~~ Cowlitz PUD to provide electric service; ~~or~~

~~4.33.1.54.37.1.5~~ ~~U~~se or ~~receive the direct~~ benefit ~~from of all or a portion of the~~ electric service with knowledge ~~of,~~ or reasonable to believe that the ~~service was~~ diverted, tampered withing, or unauthorized. ~~connection existed at the time of the use or that the use or receipt was without the authorization or consent of Cowlitz PUD.~~

~~4.33.24.37.2~~ In any civil action brought under this section, ~~Cowlitz PUD~~the District may recover from the defendant(s) ~~as damages~~ three times the amount of actual damages, ~~if any, plus the~~ cost of the suit, ~~and~~ reasonable attorney's fees, ~~plus the~~ and costs incurred ~~due to on account of the~~ bypassing, tampering, or unauthorized reconnection, including ~~but not limited to costs and expenses for~~ investigation, disconnection, reconnection, service calls, and expert witness ~~fees~~ses.

~~4.33.34.37.3~~ In addition, ~~A~~ all equipment must be upgraded and replaced to current standards per the ~~Cowlitz PUD's District's~~ Electric Service Requirements (ESR) Booklet, and ~~a~~ Tamper Fee and Earned Deposit, ~~in an amount as deemed appropriate by Cowlitz PUD,~~ must be paid prior to reconnection.

~~4.33.44.37.4~~ If utility electric service has been consumed and but not metered, the usage may be estimated based on ~~previous account~~ historically account data or other reasonable methods ~~an amount may be estimated by Cowlitz PUD~~ for a period of up to six (6) years.

~~4.33.54.37.5~~ Violations of RCW 9A.61.050 ("Defrauding a Public Utility in the third degree"), ~~which is~~ a gross misdemeanor, ~~is subject to may be~~ referred ~~ed~~ to the Cowlitz County Prosecutor for ~~legal~~ action.

~~4.33.64.37.6~~ Nothing ~~in herein this section shall to~~ be construed as ~~an election or limitation of remedies. Cowlitz PUD~~ the District's remedies. The District - ~~specifically~~ reserves the right to pursue all ~~the~~ remedies ~~available under set forth herein and any other~~ local, state, or federal ~~remedies as allowed by~~ law.

~~4.344.38~~ Life Support Customers

~~4.38.1~~ The District recognizes that some ~~C~~customers or household members who require life support equipment ~~powered by that operates on~~ electricity ~~may request in their home. A customer or household member who requires such life support equipment, can request~~ their account be designated ~~accordingly by submitting a~~ a Life Support ~~account by submitting a Life Support~~ Equipment Application, ~~to the District.~~ The application must be ~~properly documented~~ completed by a ~~licensed~~ medical physician and approved by the District in writing.

~~4.34.1~~ Disclaimer (included in the application): ~~The Life Support Equipment Application includes the following language:~~

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

~~4.34.24.38.2~~ Having this Life Support designation does not guarantee uninterrupted power. Customers ~~with life support equipment~~ are responsible for ~~maintaining~~ having a backup power sources ~~and/or~~ relocating ~~to an alternate place~~ during

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extended outages.

~~4.34.34.38.3~~ Life Support Accounts that have been designated as Life Support accounts ~~are~~ remain subject to all other applicable District policies ~~of the District.~~

~~4.34.44.38.4~~ Customers ~~who utilize using~~ life support equipment are not eligible to participate in the PrePaid Billing ~~option~~ Program. ~~but may be eligible for Deposit payment arrangements.~~

~~4.35.4.39~~ Right to Hearing

~~4.35.14.39.1~~ If a customer disputes a bill, or notice of proposed service termination ~~of service~~, and ~~the customer and a representative of Cowlitz PUD are unable to to the matter cannot be~~ resolved ~~with a District representative~~ the dispute, the customer may appeal to the District's Hearing Officer ("Auditor").

~~4.35.24.39.2~~ Customer agrees that appealing to the District's Hearing Officer ~~is shall be~~ a required step before initiating ~~prerequisite to filing~~ legal action in any ~~the appropriate~~ court of law.

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5. Electric Service Conditions Policy

5.1 General Conditions of Service

- 5.1.1 The District shall have ~~obligation to provide electric no duty to service to~~ any customer ~~whoin the event of a violatesion the termsof said customer’s obligations outlined in~~ this Policy or any other reasonable conditions of service imposed by the District.
- 5.1.2 In addition to ~~those customer obligations and conditions set forthoutlined~~ elsewhere in District policy or applicable law, ~~elsewhere,~~ the District may deny or discontinue service without recourse to customer under the following circumstancesif:
- 5.1.2.1 Upon request by any federal, state, or local agency, including law enforcement, ~~is made to cease electric service due to a Cowlitz PUD customer whoseunlawful use violates applicable law;~~
- 5.1.2.2 Upon receipt of a court order or a Judgement for ~~uUnlawful dDetainer is received~~ from a landlord, pursuant to RCW 59.12, directing Cowlitz PUDthe District to disconnect ~~electric service upon receipt;~~
- 5.1.2.3 Upon receipt of a written request, ~~demand,~~ threat of prosecution, or actual prosecution ~~is made or initiated~~ against Cowlitz PUDthe District or, its representatives officials, employees, agents or assigns for providingdelivery of electric service ~~to a customer whose use of the electric servicein violation es of the law.;~~
- 5.1.2.4 Upon a change in law or ~~an express pre-emption of federal preemptionlaw occupying the field of regulation is made, which~~ requiringing termination of service. ~~;~~ or
- 5.1.2.5 When termination or curtailment of ~~electric~~ service is necessary required due to power supply deficiencies or other circumstances reasons beyond the District’s control.
- 5.1.3 ~~Cowlitz PUDThe District~~ shall have no duty to defend against legal actions seekinga lawsuit brought to enjoin electricity service to a customer.

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5.2 Meter Location

- 5.2.1 ~~The C~~customer ~~s are is~~ responsible for furnishing and installing a District ~~approved~~ meter base socket, and enclosure, where required, for connection to a District meter.
- 5.2.2 Meter ~~s~~ shall be installed, and remain located, on the exterior surface of the building

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or service structure in accordance with District Standards.

5.2.3 Meter shall remain ~~free-of-un~~obstruct~~edion~~ at all times to ~~ensure safe provide-ease~~
~~of-access~~ and ~~safeaccessible~~ operation~~,of-service~~.

5.2.4 Failure to comply with ~~meter~~these access requirements will result in a monthly Facility Access Fee. ~~If access is not restored within and disconnection of electric service after six (6) months, of no access, electric service will be disconnected until the meter installation complies until the meter is in accordance~~ with District Standards.

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5.3 District Owned Meters

5.3.1 ~~Cowlitz PUD~~The District will install, own, and maintain all meters and ~~related other~~ equipment necessary ~~for to~~ measuring the electric demand and energy used ~~by the customer~~ under ~~the District's~~ applicable Rate Schedules.

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5.3.2 ~~The District utilizes AMI~~ (Automated Metering Infrastructure (AMI)) meters ~~that are~~ capable of remote reading, remote disconnect ~~and/~~-reconnect, and ~~other~~ advanced load management functions ~~are used~~ for all electric customers ~~of the District~~.

5.3.3 Demand meters may be installed ~~on any service~~ when the nature of the customer's equipment and operations ~~s indicates that a demand meter is required accurate for correct~~ application of ~~the District's~~ Rate Schedules.

5.3.4 DISCLAIMER:

5.3.4 CUSTOMERS WITH METERS CAPABLE OF REMOTE RECONNECTION AND DISCONNECTION OF ELECTRICITY UNDERSTAND THAT ELECTRIC-POWERED APPLIANCES, TOOLS, EQUIPMENT, MEDICAL DEVICES, AND ANY OTHER ITEM RUN BY ELECTRICITY COULD COME MAY TURN ON OR OFF SUDDENLY WITHOUT WARNING, AND THISERE MAY BE POSE RISK TO PROPERTY AND OR HEALTH IF ADEQUATE PRECAUTIONS ARE NOT TAKEN. THE CUSTOMER ACCEPTS IS FULLY RESPONSIBILITY FOR ANY SUCH RISKS AND EXPRESSLY RELEASES THE DISTRICT FROM ANY AND ALL LIABILITY ARISING OUT OFFROM, OR IN CONNECTION WITH THE DISTRICT'S NEGLIGENCE OR, AND THAT OF ITS EMPLOYEES, AGENTS, AND OR COMMISSIONERSBOARD OF DIRECTORS.

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5.4 Customer-Owned Meters

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5.4.1 ~~The installation of A~~ additional meters, ~~installed~~ beyond ~~or in addition to Cowlitz PUD's~~ the District's meter(s), ~~are generally provided, installed, owned, and maintained by the customer.~~ are generally provided, installed, owned, and maintained by the customer.

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5.4.2 When ~~multiple ore than one~~ buildings or units ~~are is~~ served by a single meter, the service account ~~will must~~ remain in the property owner's name.

5.4.3 ~~The B~~builders or owners of a multiple-unit complexes must permanently and

accurately ~~label number and maintain the markings of~~ meter bases or panel covers and the correspond ~~withing~~ building units. ~~Any changes to unit numbering The owner must be reported notify to~~ the District, in writing and in advance, ~~of any change in unit numbering.~~

- 5.4.4 Any billing discrepancy ~~resulting from due to~~ inaccurate ~~labeling numbering of meter bases or panels and corresponding building units will be, are~~ the responsibility of the builder ~~, or~~ owner. Until ~~there is~~ full compliance ~~is achieved~~, the accounts will remain in the builder's ~~, or~~ owner's name.

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5.5 Remote Meter Opt-Out

5.5.1 Residential customers ~~may request to opt-out of who desire not to have a remote-reading~~ AMI (~~remote reading~~) meters ~~by may~~ Opt-Out. ~~To Opt-Out, the customer must complete the District's AMI Opt-Out form. Since the Opt-Out meters require manual field must be readings in the field and processing ed manually, the customers opting out participating in this program~~ will be charged a one-time meter change fee and a monthly fee as listed in the ~~District's~~ Schedule of Fees. This option ~~is will~~ not be available for commercial meters ~~or and~~ residential meters that are inaccessible ~~for to~~ manual reading.

~~5.5.15.5.2~~ Customers enrolled in the AMI Opt-Out Program will be removed from the program if the account is disconnected for non-payment or if the meter becomes inaccessible.

~~5.5.25.5.3~~ ~~Cowlitz PUD~~The District utilizes ~~installs~~ AMI meters ~~with capable of~~ remotely ~~operated~~ disconnect/~~ion and~~ reconnection ~~capabilities to support to~~ certain service ~~offerings, s~~ as guided by procedures developed for such installation. ~~These devices will be applied to new or existing accounts on a non-discriminatory basis to support programmatic service offerings, lack of ensure~~ safe access, ~~and enhance to~~ District facilities and to support operational efficiency~~ies~~ and revenue protection. ~~These meters are applied to new and existing accounts on a non-discriminatory basis, related to the routine disconnection and reconnection of services.~~

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5.6 Meter Tests

5.6.1 ~~Cowlitz PUD~~The District will ~~conduct make~~ necessary tests and inspections of ~~a~~ its meters to ensure a high standard of accuracy.

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5.6.2 Customers requesting additional ~~meter~~ testing will be charged a Meter Testing fee in accordance with the ~~District's~~ Schedule of Fees.

5.6.3 ~~The results of the M~~meter testing ~~results~~ will be handled ~~in~~ accordance ~~ing with to~~ District procedures ~~and communicated to eh customer upon completion.~~

5.7 Customer-Owned Facilities

- 5.7.1 The Point of Delivery shall, unless specified otherwise designated by special contract, denote marks the transition from District-owned to customer-owned facilities. The customer is solely responsible for the maintenance and repair of all customer-owned facilities beyond this point.
- 5.7.2 It is the customer's responsibility to operate and maintain equipment using qualified and authorized personnel to ensure safe and proper function working order. Cowlitz PUD The District is not liable or responsible for any loss, injury, or damage resulting from any failures in the customer's installation or equipment or from accidents which may occur on the customer's premises.
- 5.7.3 It is the customer's responsibility to notify Cowlitz PUD the District, in advance, of any added electrical load or change in operational changes. Unanticipated load increases significant may cause damage may result to District equipment, and the customer will be held financially responsible for and resulting from unanticipated added load. The cost of any such damage will be the responsibility of the customer.
- 5.7.4 Electrical equipment on the customer's premises shall must be installed and operated in a manner that does not interfere with the District's delivery system or degrade affect the quality of electric service quality for to other customers, as determined by the District. When If such interference conditions occurs, the customer must causing the condition shall be responsible for providing and installing corrective equipment as determined by the District. Cowlitz PUD The District, at its discretion, may, at its discretion, take corrective action measures at the customer's expense of the customer or may terminate service.

5.8 District-Owned Facilities

- 5.8.1 The customer must shall exercise care and take precautions to prevent damage to any District-owned property located on their customer's premises, including but not limited to meters, instruments, transformers, and services, and any other equipment installed and owned by Cowlitz PUD. All such equipment shall remain the property of the District and may be removed at the discretion of the District.
- 5.8.2 Damage to District property caused and equipment, by non-customers, will be invoiced to the responsible party for the full total costs of repairs, including incurred including but not limited to replacement of equipment replacement, labor, repairs, contracted services, and wages.
- 5.8.3 In the event Cowlitz PUD property is damaged caused because of by customer negligence, the customer will be responsible for pay the cost of repairs or

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replacement. Failure to pay ~~damages~~ may result in service disconnection, ~~of service,~~ denial of future new service, ~~until payment is received~~ or ~~may be~~ referred to collections.

5.8.4 ~~Cowlitz PUD~~The District may ~~seek pursue legal action~~prosecution for destruction of District property ~~and/or~~ other violations ~~of law~~ affecting ~~delivery of its services~~ delivery and will ~~seek recovery~~pursue collection for losses to the fullest extent ~~permitted~~provided by~~permitted by~~ law.

5.8.5 ~~In accordance with State law (RCW 70.54.090), the~~ prohibits attachment of advertising signs, posters, or similar objects to District poles ~~is prohibited, which may obstruct access or present a hazard to electrical workers. Further, no~~ attachments of any kind ~~may be made to any~~ District property ~~is permitted~~ without ~~prior the express~~ written consent ~~of the District~~. Unauthorized attachments may be removed ~~by the District~~ with ~~out notice or no~~ recourse ~~to the owner~~.

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5.9 Electrical Inspections

5.9.1 The District will not make permanent connections to any service ~~which that~~ has not been approved ~~by the appropriate~~for connection by State, County, or City electrical ~~authority~~ inspection agencies. ~~These agencies assure compliance with applicable codes and accepted standards of construction.~~

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5.9.2 Any inspection conducted by ~~Cowlitz PUD~~the District is ~~solely to for the purpose of~~ determining whether the customer's ~~electrical~~ system meets ~~District~~the requirements for ~~providing service to customer~~ and ~~is should~~ not ~~be considered~~ a substitute for ~~professional customer's need to consult an appropriate~~ electrical ~~consultation~~ system expert with respect to customer's own system.

5.9.3 ~~Cowlitz PUD~~The District ~~has reserves~~ the right, but is not ~~obligated~~required, to inspect ~~any~~ customer's electrical installations before ~~service is supplied~~ or ~~after at any later time~~service after service is supplied. The District may ~~including the right to~~ require an inspection ~~of the customer's facilities~~ by the appropriate ~~electrical inspecting~~ authority ~~following after a service has been~~ disconnecteded.

5.9.4 ~~Cowlitz PUD~~The District will not connect services that do not ~~conform~~comply ~~with~~to this Policy, the Electric Service Requirements (ESR) Booklet, or other applicable ~~standards, District policies,~~ or ~~that are deemed unsafe by which, in the opinion of the District,~~is unsafe.

5.9.5 ~~An~~ inspection and approval ~~by the~~of the customer's facilities ~~by the~~ appropriate ~~authority will be required prior to service restoration if:~~ electrical ~~inspecting authority will be required prior to restoration of service if:~~

5.9.5.1 ~~s~~Service was disconnected due to ~~an~~ unsafe conditions ~~that of the customers~~

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~~electrical equipment is identified, which~~ could result in injury or property damage ~~_to a person or property_;~~

5.9.5.2 ~~S~~service ~~was~~is terminated at the direction of any State, County, City, Fire, or Police authority~~;~~

5.9.5.3 ~~S~~service has been disconnected for ~~more~~longer than one (1) year~~;~~ ~~or~~.

5.9.5.4 ~~The~~ meter has been removed ~~for more~~longer than thirty (30) days.

5.10 Voltage Range

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

5.10.1.1 Secondary Voltages:

- Single-phase, 120/240 volts, 3-wire, grounded
- Single-phase, 120/208 volts, 3-wire (some limited locations)
- Single-phase, 240/480 volts, 3-wire, grounded
- Three-phase, 208/120 volts, 4-wire, grounded wye
- Three-phase, 240/120 volts, 4-wire, grounded delta
- Three-phase, 480/277 volts, 4-wire, grounded wye
- Three-phase, 480/240 volts, 4-wire, grounded delta

5.10.1.2 Primary Voltage:

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

5.10.2 ~~Cowlitz PUD~~Customers ~~requesting service requires the customer's electric current~~ loads ~~are to be~~ reasonably balanced across phases in a three-phase service ~~between phases of a three-phase service.~~

5.10.3 Customers requesting ~~a different type of~~ service types not, other than those offered by the District, ~~are will be~~ responsible for providing all the specific equipment and necessary equipment and space to accommodate the request. ~~required.~~

5.11 Power Factor

5.11.1 ~~The C~~customer ~~s must~~shall ~~ensure~~be responsible for assuring their use of electrical service adheres to ~~is in accordance with~~ accepted practices and does compromise ~~the not adversely affect~~ reliability of the District's energy supply.

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5.11.2 ~~Cowlitz PUD~~The District will ~~is~~ not be obligated to deliver electric energy to any customer whose load has at any time the Power Factor of the customer's load is below seventy-five percent (75%), either lagging or leading.

5.11.3 Subject to the provisions of special contract provisions, if when the monthly average Power Factor falls below of the customer's load is less than ninety-seven percent (97%) lagging or leading, as indicated by test or the installation of a meter to determine Power Factor, the Maximum Demand for billing purposes will be adjusted. The adjustment will be calculated for that month shall be increased by multiplying the Maximum Demand by the ratio of determined by dividing .97 by the actual Power Factor.

5.12 Facility Access

5.12.1 As a condition of providing-receiving electric service, ~~Cowlitz PUD~~the customer shall be granted ~~all the District all~~ necessary permissions, and easements over, under, and through the customer's property, and ~~t~~The District, or its authorized agents, shall have the right to enter upon the customer's ~~the~~ property as reasonably required for the following purposes ~~of~~:

5.12.1.1 ~~R~~reading, testing, maintaining, or repairing meters, lines, or equipment;~~equipment.~~

5.12.1.2 ~~T~~rimming trees or removing vegetation near District ~~property;~~property.

5.12.1.3 ~~I~~nspecting, removing, or replacing District-~~owned~~ equipment-~~property;~~ and

5.12.1.4 ~~Performing~~ any other-activity deemed necessary by the District to protect customers, or the public, ~~from damage or harm,~~ or to ensure safe and reliable service, otherwise determined to be necessary by the District to provide service.

5.12.2 If any District facilities ~~or property is~~are located within a locked enclosure or behind a locked gate, the customer must~~shall~~ provide access upon request. If access ~~is not provided,~~ or the District may use reasonable means necessary to access ~~its~~such equipment.

5.12.2

5.12.2.1 If access is obstructed or denied, ~~prevented by the customer or otherwise unavailable,~~ a monthly Facility Access Fee will be assessed.

~~5.12.2.15.12.2.2~~ -If access is not restored and disconnection of electric service will occur ~~after~~within six (6) months of no access if the customer does not remove obstructions or provide access upon following written request, electric service may be disconnected until access is granted. ~~by the District.~~

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5.12.3 ~~Customers who~~ any planting, construction, or grading over or under District facilities ~~should occur~~ without ~~the District's expressed~~ written consent, ~~the customer~~ assumes ~~full~~ liability and responsibility for any ~~resulting~~ damage or injury, ~~which may occur as a result~~. The customer may be required to remove any obstructions ~~without undue delay~~ or to pay the ~~District's~~ cost of relocating ~~District~~ the electric facilities. Failure to comply ~~may result in with these requirements may result in service~~ termination ~~of electric service to the customer~~.

5.12.3.1 Customer~~s~~ shall not plant ~~trees or other~~ vegetation ~~or, nor~~ construct ~~or locate~~ any permanent structures that ~~will~~ interfere with ~~District~~ the operations ~~and~~ maintenance ~~of the District's facilities~~.

5.12.3.2 ~~The~~ Customer~~s~~ shall not ~~alter~~ ~~the~~ engage in any activity, either grading or filling, ~~which significantly increases~~ or ~~elevation in a way that affects the depth~~ ~~of~~ ~~decreases~~ the depth below the surface of any underground District facilities or ~~the~~ clearance ~~of above the surface to~~ overhead ~~lines~~ ~~District facilities~~.

5.12.3.3 Any ~~permanent structures~~ erected near ~~the~~ District's electric lines ~~must~~ ~~comply with~~ ~~shall not be any closer than that prescribed by~~ Washington State Code, National Electric Safety Code, ~~standards~~ and the District's Electric Service Requirements ~~Book~~.

5.12.4 Customer~~s~~ ~~must~~ ~~shall~~ not ~~interfere~~ ~~cause conflict~~ with ~~Cowlitz PUD's~~ ~~the~~ District's ability to operate and maintain facilities or ~~provide~~ ~~the ability to~~ safely and efficiently ~~provide~~ service.

5.12.5 ~~Cowlitz PUD~~ ~~The District~~ ~~may pursue legal action and discontinue service~~ ~~immediately in response to~~ ~~will seek prosecution for~~ threats, harassment, or ~~other~~ intimidation ~~ing directed at~~ actions towards District employees or ~~its~~ agents ~~attempting while trying~~ to access District equipment ~~located on customer property~~ and ~~may discontinue service immediately~~.

5.13 Clearing of Right-of-Ways and Lines

5.13.1 The District ~~reserves the~~ ~~shall have the~~ right to trim or remove vegetation in ~~accordance~~ ~~strict compliance~~ with RCW 64.12.035.

5.13.2 ~~Cowlitz PUD~~ ~~The District~~ maintains ~~line/~~vegetation clearance of ~~n~~ ~~all~~ high-voltage lines energized above 750 volts within a ten (10) foot lateral distance for operational purposes ~~only~~.

5.13.3 ~~In the event the clearing of right-of-way for line clearance or access to facilities~~ ~~necessitates the removal of~~ ~~if~~ decorative trees, ~~must be removed for line clearance~~, the District may, ~~furnish~~ at its discretion, ~~provide~~ ~~without cost to the property~~ ~~owner~~, replacement stock ~~at no cost~~; provided ~~the replacement does, however,~~

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~~that the District will only provide replacement trees and shrubs that will not interfere with the District's use or access or operations to the rights-of-ways~~

- 5.13.4 Customers are responsible for maintaining ~~tree and~~ vegetation clearance beyond ~~the~~ ten (10) foot lateral distance from ~~the overhead~~ high-voltage lines ~~on their property~~. Customers ~~must are~~ not ~~enter allowed to be within~~ or use tools within ten (10) feet of ~~these~~ energized high-voltage conductors.
- 5.13.5 ~~The e~~Customers ~~are is~~ responsible for maintaining vegetation clearance on low-voltage overhead secondary lines (~~energized~~ under 750 volts) from the ~~meter home, building, or structure meter~~ to the first District-owned pole or equipment.
 - 5.13.5.1 ~~To ensure safety, Due to possible injury or death to personnel trimming around these lines,~~ the District will disconnect, ~~at no charge,~~ the service line ~~at no charge~~ while ~~trimming is such work is being~~ performed ~~to allow the work to be completed safely.~~
 - 5.13.5.2 Customers must ~~make~~ requests for disconnect ~~s and~~ reconnects ~~service at~~ forty-eight (48) hours in advance during ~~normal~~ business hours and ~~shall~~ wait for confirmation ~~before from the District that the line has been de-energized prior to~~ beginning work.
 - 5.13.6 ~~Requests for disconnect/reconnect~~Customers needing the service ~~outside outside~~ line to be disconnected or reconnected after ~~of~~ business hours will ~~incur an~~ be charged the After-Hours Fee.
 - 5.13.7 ~~Weed control within of every kind and nature, noxious or otherwise, are not a hazard to the District's rights-of-way is the . Therefore, other than occasional clearing for installation and maintenance of the District's lines, the control and/or eradication of weeds of every kind and nature shall be the sole responsibility of the landowner, except for occasional clearing required for installation or maintenance.~~

5.14 Substation and ~~Other~~ Grounds Maintenance:

- ~~5.13.75.14.1~~ ~~The District will landscape and maintain its~~ substations and other properties in a manner that ~~complements will be a credit to~~ their surroundings. ~~Accumulation of in no event will refuse is strictly be prohibited. ermitted to accumulate to the detriment of aesthetic values.~~
- ~~5.13.85.14.2~~ Customer ~~shall~~ have no recourse against the District for ~~removal of any tree or other~~ vegetation ~~removal~~ within the ~~ten~~ (10) foot clearance ~~zone of the low-voltage overhead secondary line~~ if ~~the District has provided customer~~ reasonable notice ~~was provided~~ and opportunity to remove such obstructions.

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~~prior to taking action.~~ This clearance is strictly for the District's operational purposes and does not relieve the customer of their own property owner of the responsibility to safely maintain maintenance responsibilities in their property.

5.13.95.14.3 During At the time of District installation, construction, or maintenance of the District's lines:

5.13.9.15.14.3.1 Vegetation The clearing ~~will be performed of trees and brush from rights-of-way shall be accomplished at the expense of~~ at the District's expense unless part except when installation meets the requirements of a Customer Line Extension, ~~per the Line Extension Policy at in~~ which casepoint the customer ~~s~~ bears the cost. ~~will be responsible for costs of vegetation removal.~~

5.13.9.25.14.3.2 Clearing will comply with of vegetation shall be in accordance with all applicable rules and regulations regarding disposal of debris disposal regulations.

5.13.9.35.14.3.3 If marketable timber is removed, cut in the process of clearing rights-of-way, the property owner may be compensated at for the loss, in an amount equal to its fair market value.

5.13.9.45.14.3.4 Rights-of-ways will shall be maintained kept in a neat and orderly condition. manner. In no event will d debris may be allowed to accumulate. ~~Debris may be~~ chipped, and broadcast, or hauled away, and disposed of. Limbs may be cut up into small pieces and spread or removed. ~~Where c~~ Clean-up must meet District of rights-of-way is required, said clean up shall be completed to District standards and, which may include, but is not limited to, chemical treatment or trimmings, and chipping or cutting of limbs to within 18 inches of ground level. Final An inspection will be conducted. shall be made.

5.13.105.14.4 The District may compensate for Any unusual damage to crops, ~~grassland,~~ landscaping, or other non-permanent damage to property. may be compensated for by the District or returned to its original condition. In the event that If construction is performed by a contractor, liability may be transferred to these damages shall be passed on to the contractor, if applicable to their operation.

5.145.15 Underground Line Locates

5.14.15.15.1 In -accordance with Pursuant to state law (RCW 19.122), a customer must is required to provide notify ee to the District via the Northwest Utility Notification Center (811) prior to any excavation, unless exempted by law. Call 811 for more information.

5.155.16 Interruption of Service

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~~5.15.15.16.1~~ Cowlitz PUDThe District strives to provide reliable and consistent electrical service. ~~h~~However, the District ~~shall~~will not be liable for personal injuries, property damage, or any other loss ~~or damage~~ resulting from service interruptions of service due to ~~caused by circumstances~~ reasonably beyond ~~its the~~control ~~or arising from of the District or as a result of~~ normal operations.

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~~5.15.25.16.2~~ It is theCustomer's are responsible ~~be~~ility ~~for~~to providing adequate protection ~~for~~to their property and equipment to prevent damage or loss due to ~~from electric~~ service interruptions or fluctuations in voltage, current or frequency ~~deviations~~. Such interruptions or irregularities ~~shall~~will not constitute a breach of contract agreement for service.

~~5.15.35.16.3~~ During routine maintenance or system upgrades, activities, Cowlitz PUDthe District may temporarily disconnect service to ensurefacilitate safe and efficient operationssystem work. When feasible, if possible, such outages will be scheduled in advance and customers will be notified ~~in advance~~.

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~~5.15.45.16.4~~ The District, ~~without prior notice,~~ may disconnect service without prior notice if ~~due to~~ unsafe conditions are identified. Service will remain disconnected until the issue is corrected~~ions are made~~ and approved by the appropriate electrical inspection ing authority. Such disconnectiontermination of service is without recourse to customer.

~~5.15.55.16.5~~ If ~~it is necessary to~~ relocation of metering is necessary due to facilities to address safety or access concerns, Cowlitz PUDthe District may, at its discretion, may take corrective action measures at the ~~expense of the~~ customer's expense or terminate service. Cowlitz PUDWritten notice will be provided ~~shall notify to the~~ customer and/or property owner ~~in writing~~ prior to taking action.

6. Veteran Deposit Waiver Policy

6.1 Applicability

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

6.2 Deposit Waiver Requirements

~~6.2.1 To be eligible for the deposit waiver the customer must be:~~

~~6.2.1.1 an active duty United States military or honorably discharged United States military veteran; and~~

~~6.2.1.2 listed as the primary account holder.~~

~~6.2.2 To receive the deposit waiver, eligible Applicants are required to provide:~~

~~6.2.2.1 current military identification or official military orders; or~~

~~6.2.2.2 an official United States Department of Defense document or "Certificate of Release or Discharge from Active Duty" (DD form 213 or 214).~~

6.3 Waiver Limitations

~~6.3.1 This deposit waiver is not available for:~~

~~6.3.1.1 spouses or dependents of veterans or active-duty military personnel; or~~

~~6.3.1.2 a veteran or active-duty member that has had the deposit waived under this policy, and later leaves service without paying the final bill in full.~~

~~6.3.2 An account is subject to an Earned Deposit per the Customer Services Policy.~~

7.6. Data Privacy Policy

7.16.1 Personally Identifiable Information (PII)

~~7.1.16.1.1~~ The District is committed to ~~the~~ protecting ~~on~~ of Personally Identifiable Information (“PII” or “Customer Information”) and ~~to~~ preventing its unauthorized use or disclosure, ~~in accordance with applicable as described in this Policy to the extent allowed by laws.~~

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~~7.1.26.1.2~~ Pursuant ~~er~~ to RCW 42.56.590, ~~PII~~ personal information does not include publicly available information ~~that is~~ lawfully ~~disclosed by~~ made available to the ~~general public from~~ federal, state, or local government records.

~~7.1.36.1.3~~ ~~PII~~ Information classified as Personally Identifiable Information under this Policy ~~includes, but is not~~ limited to: ~~the following:~~

~~7.1.3.16.1.3.1~~ Full name, first name or first initial and last name, in combination with: ~~one or more of the following data elements:~~

- Social ~~S~~security number or the last four digits
- Driver’s license ~~number~~ or state ~~ID~~ identification card number
- Bank account ~~number~~, credit ~~/or~~ debit card number, or ~~any required security code, access credentials code, or password that would permit access to an individual’s bank account, or any other numbers or information that can be used to access a person’s financial account~~
- Full date of birth
- Private key ~~used for that is unique to an individual and that is used to authenticate or sign an~~ electronic ~~authentication record~~
- Student, military, or passport ~~ID~~ identification number
- ~~Any information about a customer’s M~~ medical history or ~~physical/mental or physical condition~~ condition

~~7.1.3.26.1.3.2~~ Username or email address in combination with a password or security questions and answers, ~~that would permit access to an online account.~~

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~~7.1.3.36.1.3.3~~ Any other ~~type of~~ information ~~as defined~~ described under ~~in~~ RCW 42.56.590.

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6.2 Classification of Customer Information

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7.2.1 When Customer Information is ~~released~~ shared ~~to a contractor/subcontractor~~ with a ~~other~~ third party, it shall be classified as either for Primary Purpose or Secondary Purpose.

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~~7.2.2~~ **Primary Purpose:** Required by a Customer Information required by a third party under contract or subcontractor under agreement with the District. with the District is deemed to be for a Primary Purpose and does not require. No customer consent is required to release the information.

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~~7.2.2.16.2.2~~ **Secondary Purpose:** Requested by or for a third party Customer Information that is requested by or for a third party not under contract with the District. is deemed to be for a Secondary Purpose and requires e Customer consent is required. prior to releasing the information.

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7.36.3 Customer Consent

~~7.3.16.3.1~~ Customers must complete an The Authorization to Release Utility Information Form ("Form"). must be completed by the customer prior to the releasing of Customer Information for a Secondary Purpose.

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~~7.3.26.3.2~~ A separate fForm may must be required obtained for each instance Customer Information is released for a Secondary Purpose unless the customer previously authorized completed a Form for the same third party.

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~~7.3.36.3.3~~ The Form may be submitted to the District either electronically or in by hard copy and must include: contain the following information:

~~7.3.3.16.3.3.1~~ A Description of the Customer Information to which the customer is authorizing be releasee released of.

~~7.3.3.26.3.3.2~~ The party or parties to which the customer has a Authorized recipient(s), the release of his/her Customer Information, including any affiliates and or third parties.

~~7.3.3.36.3.3.3~~ The date or time period for which the Duration of consent. is granted.

~~7.3.3.46.3.3.4~~ The Account number, service address, and name on the account holder name.

~~7.3.46.3.4~~ Customers may revoke who provided consent to release Customer Information have the right to retract said consent at any time in writing. Revocation becomes and will take effective upon receipt from the date the notice is received by the District.

~~7.3.56.3.5~~ Customers agrees to release and hold harmless the District from any liability, claims, demands, causes of action, damages or expenses resulting from any release of information or data to a third party as authorized disclosure of by

the Customer Information.

~~7.3.66.3.6~~ The District will ~~Copies of the Forms shall be~~ retained all authorization forms in accordance with its by the District in accordance with its Records Management Policy and RCW 19.29A.100.

7.46.4 District Use of Customer Information

~~7.4.16.4.1~~ The District will not sell or disclose Customer Information ~~to any third party for the purpose of~~ marketing purposes without prior customer consent. ~~services or offering products to customers that do not already subscribe to those products or services unless the District first obtains the customer's permission to do so.~~

~~7.4.26.4.2~~ Any Customer Information shall be removed or consolidated so that ~~individual customers cannot be reasonably identified before~~ Aggregated data that does not identify individual customers may be released without consent. ~~is released. A Form is not required when releasing aggregated data.~~

~~7.4.36.4.3~~ The District may collect Website analytics, including or social media page visitation may result in the collection of certain information by automated means. Website analytical tools may be used to collect information about visitor traffic such as Internet Service Provider, IP address, browser type, and operating system, type, date and visit time, visited, and general geographic location, for performance and security purposes. ~~from which a user accessed the website.~~

~~7.4.46.4.4~~ The District may include Nothing in this Policy is intended to prohibit or prevent the District from inserting any marketing materials in information into the customer's monthly billing statements, whether delivered received electronically or by mail. ~~hardcopy.~~

7.56.5 Contractor Use of Customer Information

~~7.5.16.5.1~~ The District's Compliance Department shall review all proposed ~~or requested~~ disclosures of Customer Information to a third party under contractors to ensure the request serves a ~~with the District, prior to release, to verify it is for a~~ Primary Purpose.

~~7.5.26.5.2~~ A ~~one-time~~ initial review is sufficient of the request is only required unless additional ~~other~~ types of Customer Information are requested. ~~is required by the contractor.~~

~~7.5.36.5.3~~ District ~~Contractors~~ must ~~shall be bound to~~ comply with all applicable state and federal laws and by this Policy and ~~are~~ prohibited from further disclosing or ~~selling or further disclosing~~ disclosing any Customer Information.

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obtained from the District.

~~7.5.46.5.4~~ Contractors must ~~In accordance with RCW 19.29A.100(5), the District shall require its contractors that receive Customer Information to~~ sign a Confidentiality and Non-Disclosure Agreement (“CNDA”) ~~in accordance with RCS 19.29A.100(5).~~

~~7.5.56.5.5~~ Contractors are ~~Further, the District’s contractors shall be~~ responsible for ~~ensuring that any subcontractors or other third parties they engage~~ also comply ~~with the to provide services in support of their contract with the District adheres to~~ the CNDA.

~~6.5.6~~ Any ~~B~~breach of the ~~is CNDA~~ agreement ~~by~~ may subject the contractor to ~~potential~~ remedies ~~under the District’s policies, customer agreements, or available to the utility or to the customer, including, but not limited to, the State of~~ Washington’s ~~State~~ Consumer Protection Act.

~~7.5.6~~

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7.66.6 Law Enforcement Requests

~~7.6.16.6.1~~ The District shall comply with RCW 42.56.335, which ~~permits~~ provides law enforcement ~~agencies~~ authorities the ability to obtain records of individuals ~~who are~~ suspected of committing a crime.

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~~7.6.26.6.2~~ A completed The Law Enforcement Request Form ~~to~~ must be submitted completed by the requesting officer before ~~any~~ Customer Information will be released.

~~7.6.36.6.3~~ Customer Information ~~that is~~ exempt from disclosure under RCW 42.56.330 will not be released without a ~~valid~~ subpoena, warrant, or ~~other form of~~ court order ~~which~~ authorizes the requesting agency.

~~7.6.46.6.4~~ All requests for Customer Information by law enforcement requests for Customer Information will be processed through the District's Compliance Department and ~~will be~~ retained by the District in accordance with the District's its Records Management Policy and RCW 19.29A.100.

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7.76.7 Breach of Customer Information

~~7.7.16.7.1~~ In accordance with RCW 42.56.590, the District is required to ~~notify~~ disclose customers of any breach of Customer Information ~~to its customers~~ if the ~~data~~ information was, or is reasonably believed to have been, acquired by an unauthorized party, or was not properly secured.

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~~7.7.26.7.2~~ Notification ~~ee~~ shall be provided without unreasonable delay, and no ~~later~~ more than thirty (30) calendar days after ~~discovery of~~ the breach, ~~was discovered~~, unless ~~the~~ delayed is at the request of law enforcement.

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7.86.8 Investigation and Resolution

~~7.8.16.8.1~~ All disputes or suspected violations ~~related to~~ of this Policy should be directed to the District's Auditor.

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~~7.8.26.8.2~~ The District's Auditor will investigate the complaint and ~~will~~ communicate the findings to the ~~ec~~ complainant.

~~7.8.36.8.3~~ If ~~at the investigation of the complaint determines there has been~~ violation of this Policy ~~is confirmed – whether~~ by the District, or a contractor of the District, ~~the District~~ will work with the customer ~~to reach a mutually and attempt to come to an~~ agreeable resolution.

~~7.8.46.8.4~~ Customers ~~The complainant~~ may appeal the Auditor's findings ~~of the investigation~~ to the District's Board of ~~Commissioners~~ Directors for further review.

| [Appeals may be and resolution, with the understanding that the meeting may be](#)
subject to the Open Public Meetings Act.

~~7.8.56.8.5~~ Nothing in this Policy ~~is intended to~~ requires a customer to request ~~an that the District investigate~~ion by the District before pursuing ~~an improper~~ release or use of Customer Information by a third party prior to exercising any applicable legal remedies against the third party ~~for improper use or release of Customer Information.~~

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~~7.96.9~~ Identity Theft Prevention Program

~~7.9.16.9.1~~ ~~Cowlitz PUD~~The District maintains an Identity Theft Prevention Program which is designed to help detect, respond to, and mitigate ~~the Red Flags of~~ identity theft ~~risks through the identification~~identification of Red Flags, and ~~provide the appropriate actions to take to prevent the crime and mitigate the damage.~~

~~7.9.26.9.2~~ ~~Instances where~~When Red Flags are detected, ~~Cowlitz PUD~~the District reserves the right to request additional information, modify ~~customer~~ account settings, deny, or disconnect electric service, or notify law enforcement.

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~~7.106.10~~ Contact Information

~~6.10.1~~ For ~~questions more information~~ regarding ~~the~~ District's privacy practices or ~~for~~ questions about this Policy, please contact ~~Cowlitz PUD~~the District ~~at~~by calling 360-423-2210.

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~~7.116.11~~ Disclaimer of Liability

~~7.11.16.11.1~~ Neither the District nor any officer, employee, agent, consultant, attorney, official, custodian, or ~~representative anyone else acting on behalf of the~~ District shall be liable, ~~nor shall a cause of action exist,~~ for any loss or damage ~~resulting from the based upon a~~ release of Public Records, ~~provided if the person~~the release ~~ing the records acted was made~~ in good faith ~~and in accordance with this in~~ attempting to comply with this Policy.

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~~7.11.26.11.2~~ This Policy is not intended to expand or restrict ~~the rights of~~ disclosure or privacy ~~rights beyond those established as they exist~~ under state and federal law. ~~Despite t~~The use of ~~any~~ mandatory ~~language terms~~ such as "shall," ~~does not nothing~~ in this Policy is intended to impose ~~obligations mandatory duties on the District~~ beyond those ~~required imposed by~~ state and federal law.

8.7. Board Acceptance

Dave Quinn, President

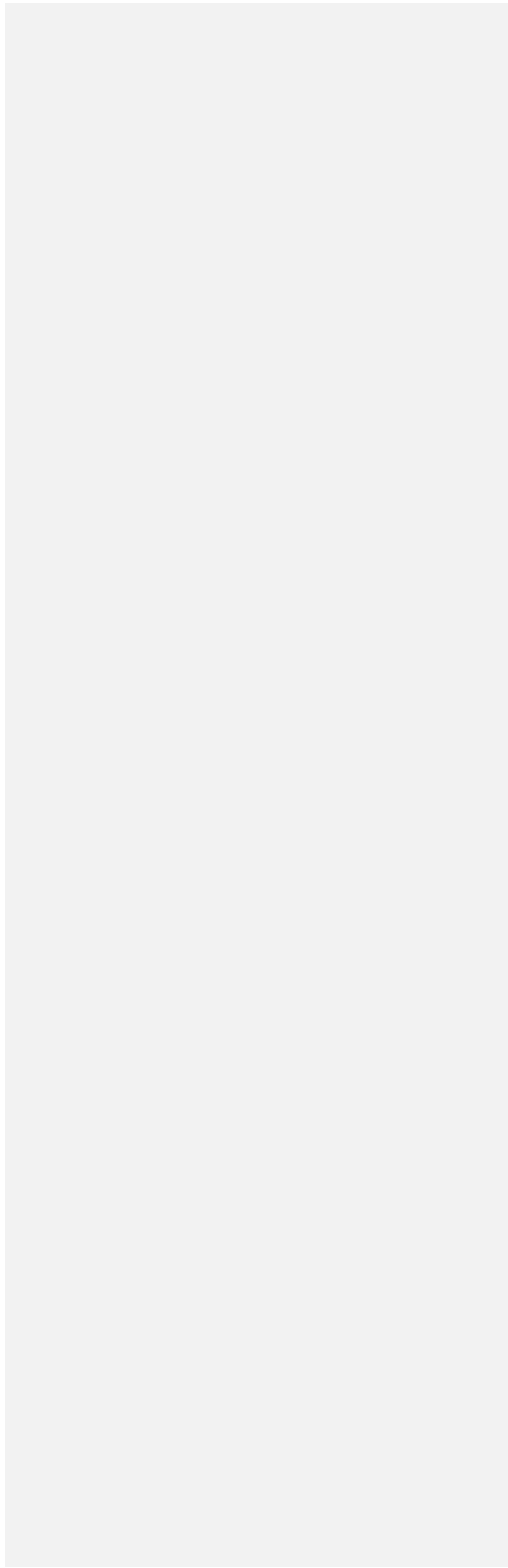
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Duane Dagleish, Vice President

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Bruce Pollock, Secretary

Date



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CUSTOMER SERVICE POLICIES

Effective Date: September 9, 2025

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1. Preamble

These Customer Service Policies have been adopted by Public Utility District No. 1 of Cowlitz County (“District”) to promote efficiency, economy, fairness, and safety in its operations in the distribution of electricity to its customers. The District’s Board of Directors may revise these Policies periodically to ensure alignment with these guiding principles. These Policies are to serve as a framework for District employees and representatives in their interactions with customers. All construction standards and specifications are designed to comply with the current State, Federal, and Municipal laws. In the event that new legislation or ordinances are enacted, these Policies shall be deemed amended to the extent necessary to maintain compliance.

The District reserves the right to disconnect electric service if a customer fails to adhere District Policies. Disconnection may occur at any time to prevent fraudulent activity, protect the District assets, or address safety concerns. By accepting service from the District, customers agree to comply with all applicable provisions of these Policies.

Violations of these Policies may result in legal action. In addition to any penalties imposed by the Court of law, the District may disconnect service and seek reimbursement for damages and expenses incurred, including reasonable attorney fees, as permitted by law.

If any provision of the Customer Service Policies is found to be unlawful, unconstitutional, or otherwise invalid, such determination shall not affect the validity or enforceability of the remaining provisions.

These Policies are posted on the District’s website and may be obtained by contacting the District directly. District staff are available to assist with questions; however, it is the customers responsibility to understand and comply with these Policies and seek clarification when needed.

The District values public engagement and encourages community input regarding its rates and policies. Reasonable efforts will be made to inform the public of any changes, which may include press releases, public announcements, notifications with customer billings, and updates posted on the District’s website.

2. Definitions

The following terms, when used in these Customer Service Policies, shall have the meanings set forth below:

Additional Deposit: The additional deposit is required when a service location's monthly usage increases and the recalculated deposit exceeds the current deposit on file by \$500 or more. The additional deposit is the difference between the current deposit and the updated deposit, based on the most recent 12-month usage data.

After-Hours: Any time outside the District's standard business hours of 7:00 a.m. to 5:30 p.m., Monday through Thursday, including recognized holidays.

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

Applicant: The individual or entity applying for electric service.

Authorization to Release Utility Information: Written consent provided by the customer authorizing the District to release their Customer Information to a designated third party.

Billing Period: The monthly interval between successive meter reads, typically ranging from 25 to 35 days, used to calculate a customer's energy usage. The interval is determined by the District.

Budget Pay: A payment plan allowing customers to make equal monthly payments based on the average of their past 12 months of usage at a service location.

Customer: Any individual or entity legally entitled to receive electric service from the District, including ratepayers, end-use consumers, and financially responsible parties. This includes individuals, partnerships, corporations, organizations, governmental agencies, municipalities, and other entities.

Customer Information: Personally identifiable information as defined in RCW 42.56.590, excluding publicly available data lawfully disclosed by federal, state, or local government records.

Deposit: The security deposit amount calculated by multiplying the highest monthly bill from the most recent 12-month period at the service location by two.

Earned Deposit: A deposit assessed by the District based on poor payment history. The standard Deposit calculation is used to determine the Earned Deposit amount.

eBill: A paperless billing option where customers receive their bills electronically via SmartHub. Enrollment requires a valid email address.

Electric Service: The provision of electric energy by the District to the Point of Delivery, regardless of actual consumption.

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

Identity Theft: The unauthorized use of another person's identifying information to commit or attempt fraud.

Maximum Demand: The highest 30-minute average rate of electric energy delivered during a Billing Period, expressed in kilowatts (kW). For highly fluctuating or of short-duration loads, the District may use an interval less than 30 minutes at its discretion.

Month: An approximate 30-day interval.

Opt-Out: A program allowing customers to decline participation in the District's smart grid initiatives, including the use of AMI meters.

Point of Delivery: The location where the District's facilities connect to the customer's electric system, unless otherwise specified by contract. The point is independent of the location of meters, transformers, or other equipment.

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

PrePaid: A pay-as-you-go billing option where customers are charged daily basis for electric usage managed via SmartHub. Customers are responsible for monitoring notifications and account balances.

Primary Purpose: The use of Customer Information by third parties under contract with the District for essential business functions including billing, system maintenance, legal and audit services, collection services, energy efficiency and assistance programs, customer surveys, and other essential business functions.

Rate Schedule: A list of rates and charges established and periodically amended by the District's Board of Directors.

Red Flags: Indicators of potential identity theft, such as patterns or activities associated with opening or accessing utility accounts.

Red Flag Rule: A provision of the Fair and Accurate Credit Transactions Act of 2003 (FACTA), amending the Fair Credit Reporting Act (FCRA), which outlines requirements for protecting customer information and preventing identity theft.

Residential Service: Electric service provided to a structure used as a residence by one or more persons individuals, whether single family or multifamily. Determination of qualifying structures is based on jurisdictional certification of residential occupancy.

Secondary Purpose: Requests for Customer Information by third parties not under contract with the District, including solar contractors, customer-hired contractors, marketing services, or other requests not required for District business.

SmartHub: A secure web portal or mobile application that allows customers to access and manage their electric account information.

Valid Identification: Acceptable forms of identification include a Social Security number and valid government-issued photo identification such as a driver's license, military identification, passport, or other documentation deemed acceptable by the District.

3. Schedule of Fees

	FEE DESCRIPTION	FEE AMOUNT
1	After Hour Reconnect Fee – Non-Remote Meter	\$175.00
2	AMI Opt Out – Installation of Non-Remote Meter (one-time)	\$175.00
3	AMI Opt Out – Non-Remote Meter Reading Fee (per month)	\$50.00
4	Deposit – Residential Account (as required)	\$150 MIN
5	Deposit – Non-Residential Account (as required)	\$300 MIN
6	Disconnect Fee – Non-Remote Meter	\$40.00
7	Facility Access Fee (per month)	\$180.00
8	Late Fee (of past due amount)	10%
9	Meter Testing – More than one within 12-months	\$75.00
10	Non-Sufficient Funds (NSF) Fee	\$40.00
11	Tamper Fee - Equipment Damage, Repeated Unapproved Meter Access (plus meter base upgrade required), Account Fraud, Power Theft (plus unbilled usage)	\$650 MIN
12	Unapproved Meter Access Fee (or upgraded meter base)	\$150.00
	Refer to Engineering Policies for New Service Fees	

4. Customer Services Policy

4.1 Application for Service

4.1.1 Applicants may request electric service via phone, online, email, or in person at the District's main office.

4.1.2 Only end-use consumers are eligible to apply for electric service; exceptions may be granted solely at the District's discretion and must be authorized..

4.1.3 In compliance with the Federal Trade Commission's Red Flag Rule, the District requires Valid Identification to verify identity and conduct a credit assessment for all Applicants. Failure to provide acceptable identification may result in denial of service. Requirements vary by account type:

4.1.3.1 Residential Accounts

All responsible parties ages 18 or older must provide their legal name, Social Security number, and date of birth. If unavailable, a valid photo ID may be accepted with a minimum \$300 non-refundable deposit.

4.1.3.2 Business/Commercial Accounts

An active Employer Identification Number (EIN) registered with the Washington State Department of Revenue is required. An owner or officer listed on the business must provide their Social Security number and date of birth or valid photo ID. If unavailable, service may be placed in an individual's name at the District's discretion, and a non-residential deposit will be required.

4.1.3.3 Organization Accounts

An active EIN number registered with the Washington Secretary of State Corporations and Charities Filing System is required. A listed governor must provide their Social Security number and date of birth or valid photo ID. If unavailable, service may be placed in an individual's name at the District's discretion, and a non-residential deposit will be required.

4.1.3.4 Trust Accounts

The property must be listed in the trust's name on Cowlitz County Assessor's website. Trust documentation is required, and all trustees must provide their Social Security number and date of birth or valid photo ID. A non-residential deposit is required. If an individual aged 18 or older resides at the property and is not a trustee, service must be placed in their name.

4.1.3.5 Deceased Accounts

A death certificate or online obituary, along with executor documentation (e.g., letters of testamentary or estate documents) is required. A non-residential deposit will be assessed. The executor or personal representative must provide their Social Security number and date of birth or valid photo ID. If someone resides at the property, they must sign for service. Service may not remain in the name of a deceased customer for more than three months from the date of notification to the District, unless otherwise authorized. If no responsible party signs for service within this period, the District will attempt to contact prior to disconnecting service.

- 4.1.4** The District may require proof of the Applicant’s legal right to occupy the residence prior to initiating service. Acceptable documentation includes but is not limited to a valid rental or lease agreement, or property deed.
- 4.1.5** Prior to initiating electric service, any outstanding debt owed to the District must be paid in full. Alternatively, a payment arrangement may be established at the District’s discretion.
- 4.1.6** By accepting and using electric service, the customer agrees to comply with all District policies and procedures in effect at the time of application, as well as any future amendments. This acceptance constitutes a legally binding contractual agreement between the Applicant and the District.

4.2 SMS Communication Consent

- 4.2.1** By initiating electric service with the District, the customer expressly consents to receive non-commercial text messages related to their account, service updates, outage notifications, and other operational communications. This consent includes the use of the customer's mobile number provided during account setup.
- 4.2.2** Message frequency may vary. Standard message and data rates may apply. Customers may opt out of receiving text messages at any time by replying “STOP” to any message or by contacting Customer Service.
- 4.2.3** The District will not share customer mobile numbers with third parties for marketing purposes without additional written consent. All customer information will be handled in accordance with the District’s Privacy Policy, available on the Districts Website.
- 4.2.4** Consent to receive text messages is not a condition of receiving electric service and may be revoked at any time.

4.3 Rental Property Program

- 4.3.1** This section governs the automatic transfer of electric service to the landlord's name for rental properties enrolled in the District's Rental Property Program. The purpose is to ensure uninterrupted service between tenant occupancies and to assign financial responsibility for energy usage and charges during vacancy periods.
- 4.3.2** By requesting, enrolling in, or continuing participation in the Rental Property Program, landlords agree to comply with all terms and conditions outlined in this policy and the District's broader Customer Service Policy. Participation constitutes a binding contractual agreement between the landlord and the District; no signed agreement is required.
- 4.3.3** Upon receiving notification from a tenant of their intent to vacate, the District will automatically transfer service into the landlord's name effective on the tenant's reported move-out date.
- 4.3.4** If a tenants account is subject to disconnection due to unresolved nonpayment, the transfer may be delayed until the outstanding balance is resolved or at the District's discretion.
- 4.3.5** Notification of service transfer will be provided to the landlord via mail, email, or phone using the contact information on file.
- 4.3.6** Landlords are responsible for all electric charges including energy use, basic service charges, and applicable taxes during any period when no tenant account is active, in accordance with the District's current rate schedules.
- 4.3.7** The landlord remains financially responsible until the District is notified of new tenant occupancy and has had a reasonable opportunity to process the account change.
- 4.3.8** Disputes between landlords and tenants regarding occupancy dates or charges must be resolved between those parties. The District does not mediate such disputes.
- 4.3.9** Landlords must maintain accurate and up-to-date contact and ownership information with the District. Failure to do so may result in the landlord being held responsible for all charges incurred until proper notice and documentation are provided.
- 4.3.10** Failure to make timely payments on any rental property account will result in default across all accounts associated with the landlord. The District reserves the right to apply payments to the oldest outstanding balance, regardless of payment designation. Deposits may be required, and collection actions or service

disconnection may be initiated in accordance with District policies.

- 4.3.11** Landlords personally guarantee all charges incurred under their accounts and any accounts for properties they own or manage, excluding charges incurred under a tenant's individual account. This personal guarantee applies regardless of the landlord's business entity status (e.g., individual, LLC, corporation).
- 4.3.12** If cross-wiring is identified at a property, service will be placed in the landlord's name until sufficient proof of corrective action is submitted and accepted by the District. The District retains sole discretion in determining when the issue has been satisfactorily resolved.
- 4.3.13** The District reserves the right to terminate a landlord's participation in the Rental Property Program for reasons including, but not limited to, noncompliance with this policy, nonpayment on any associated account, fraud or misrepresentation, or operational necessity. Upon termination, standard service requirements will apply, including security deposits and individual service applications.

4.4 Individual Liability

- 4.4.1** When two or more individuals jointly apply for electric service, each applicant is jointly and severally liable. This means all parties are individually responsible for the full financial obligations associated of the account, and the District may pursue collection from any or all parties.
- 4.4.2** An implied contract for service exists, even without a formal written application, if an adult resides at a location where the District is actively providing electric service.
- 4.4.3** For joint accounts, the District will issue bills to the designated billing recipient. If no designation exists, the District may bill any individual receiving service at its discretion. Billing one party does not alter the joint and several liability for all account holders.
- 4.4.4** If an individual seeks to establish new service and has an inactive account with an unpaid balance, the outstanding balance must be paid in full before new service is initiated.
- 4.4.5** If an individual is added to an active account and has an outstanding balance on a separate account, the District reserves the right to transfer the outstanding balance to the active account.

4.5 Effective Date of Service

- 4.5.1** Unless otherwise specified in a special contract approved by the General Manager or the Board of Directors, the District's rates will apply and billing will commence

from the date the electric service is first made available to the customer.

- 4.5.2 Customers are responsible for notifying the District of any change in occupancy or responsibility for payment of service. Customers remain liable for all charges associated with the premises until such notification is received and processed by the District.

4.6 Rates and Charges

- 4.6.1 Rates and charges are established by resolution adopted and amended from time to time by the District's Board of Directors. Current Electric Rate Schedules are available at the District's main office and on its official website.

4.7 Transformer Rate

- 4.7.1 If a transformer remains idle for twelve (12) consecutive months, a monthly base charge will be applied in accordance with the District's Schedule 4 – Small General. This charge will continue until the project resumes, or the transformer is removed.

4.8 Multiple Use Rates

- 4.8.1 If a premises is used for both residential and non-residential purposes, (e.g., a home and shop), all energy usage shall be billed under the District's Schedule 1 – Residential Service rate, provided the following conditions are met:
 - 4.8.1.1 The total connected non-residential load does not exceed twenty-five percent (25%) of the total connected load of the entire premises.
 - 4.8.1.2 Electric energy is supplied through a single Point of Delivery and a single Point of Metering.
 - 4.8.1.3 No employees are present other than the occupant(s).
- 4.8.2 Electric energy used on farm premises for processing for raw materials not produced on-site does not qualify for the District's Schedule 1 – Residential Service. Such meters will be billed under the District's Schedule 4 – Small General Service or Schedule 5 - General Service.

4.9 Multiple Dwelling Rates

- 4.9.1 The District will provide electric service to manufactured/mobile home courts, RV parks, and recreational facilities through a single Point of Delivery and single Point of Metering. The District's Rate Schedule 4 - Small General Service will apply.
- 4.9.2 If more than one residential dwelling is served through a single meter, the District's

Rate Schedule 4 – Small General Service shall be applied.

- 4.9.3 For customer facilities with multiple Points of Delivery, Points of Metering, or other special considerations, a separate contract may be required.

4.10 Low-Income Net Metering Rate

- 4.10.1 Subject to the execution of a special contract, the District may permit a non-profit corporation that owns and operates residential properties exclusively leased to qualified low-income tenants to allocate bill credits to those tenants for electricity generated by a designated solar energy project. These bill credits may be issued outside the standard net metering framework established under RCW.80.60, provided such arrangement complies with applicable District policies and regulatory requirements. All bill credits shall be calculated in accordance with the District's Rate Schedule 1 – Residential Service.

4.11 Shared Wells Rates

- 4.11.1 Single-meter domestic wells serving one or more connections shall be billed under the District's Rate Schedule 1 – Residential Service, provided the total connected non-residential load does not exceed twenty-five percent (25%) of the total connected load of the premises.

4.12 Resale of Power

- 4.12.1 Unless authorized by a special contract, customers may not resell electric energy without written approval of the District. The District reserves the right to approve the electric rates charged for such resale.

4.13 Taxes and Assessments

- 4.13.1 Rates established in the District's Rate Schedules or any special contract are subject to increase to reflect additional taxes or assessments levied by any State, County, or Federal authority on the District's property or operations, including generation, transmission, distribution, or sale of electric energy.
- 4.13.2 Any revenue tax levied by a municipality within the District's service area will be passed on to customers located within that municipality's boundaries.
- 4.13.3 Taxes or tax increase will remain in effect only for the duration of the applicable assessments. When municipality revises a tax, the change will apply to all bills issued after the effective date of the revision.

4.14 Account Deposits

- 4.14.1** The District reserves the right to require a deposit and to modify deposit amounts and requirements at its discretion to ensure payment of service charges.
- 4.14.2** Deposits may be paid in full at the time-of the service request or through an approved installment plan. However, the District may require full payment of the deposit prior to initiating or continuing electric service.
- 4.14.3** Deposit requirements for residential and non-residential accounts are determined using a various factors, including but not limited to Rate Schedules, county zoning tools, special contracts, or other criteria established by the District.
- 4.14.4** When a customer transfers service to a new location, the deposit amount will be re-evaluated and adjusted as necessary to meet the deposit criteria for the new location.
- 4.14.5** If a customer adds an additional service location, a deposit review will be conducted for the new service.
- 4.14.6** Upon termination of service, the deposit will be applied to any outstanding balance. Any remaining credit will be refunded to the address on file or transferred to an active account, if applicable.
- 4.14.7** Deposits do not accrue interest.

4.15 Residential Account Deposits

- 4.15.1** A deposit for a residential account will be required if any of the following conditions apply:
 - 4.15.1.1** The District is unable to verify acceptable credit information or a Social Security number is not provided.
 - 4.15.1.2** A previous unpaid balance is owed.
 - 4.15.1.3** A previous account was referred to a collection agency.
 - 4.15.1.4** A bankruptcy filing included the District as a creditor.
 - 4.15.1.5** Tampering with District meters or infrastructure has occurred.
 - 4.15.1.6** The customer signed for service is deceased.
 - 4.15.1.7** A history of non-sufficient funds (NSF) or fraudulent payments exists.
 - 4.15.1.8** Other circumstances determined by the District to ensure payment.
- 4.15.2** The deposit amount shall be calculated by using the highest bill amount within the

most recent 12-month period at the service location, multiplied by two, with a minimum of \$150.

4.15.3 Businesses signing for service at a residential location will be subject to non-residential deposit criteria.

4.15.4 Residential deposits may be waived for one of the following conditions is met:

4.15.4.1 The applicant's soft credit check is deemed acceptable by the District.

4.15.4.2 The applicant is an active-duty military member or a veteran who meets requirements of Veteran Deposit Waiver Policy.

4.15.4.3 The applicant has operated a business within the District's service area for two or more years with an excellent credit history.

4.15.4.4 The customer opts to participate in the District's PrePaid billing program, if eligible.

4.15.5 Residential deposits will be held for a minimum of 24 months from the date paid in full but may be held longer at the District's discretion.

4.15.5.1 Deposits will be credited to the customer's account upon establishing a timely payment history, defined as no more than two late payments across all the customer's accounts within the last 24 months.

4.15.5.2 Deposits for customers who refuse to provide proper identification, have a history of tampering, or have filed bankruptcy will not be returned until service is terminated. These deposits will be a minimum of \$300.

4.16 Veteran Deposit Waiver Policy

4.16.1 The District honors the service of active-duty U.S. military personnel and veterans by offering a deposit waiver for residential accounts.

4.16.2 To qualify for the deposit waiver, the customer must:

4.16.2.1 Be an active-duty U.S. military member or an honorably discharged veteran.

4.16.2.2 Be listed as the primary account holder.

4.16.3 Eligible applicants must provide one of the following:

4.16.3.1 Current military identification or official military orders.

4.16.3.2 An official Department of Defense document or Certificate of Release or

Discharge from Active Duty (DD form 213 or 214).

4.16.4 The deposit waiver is not available to:

4.16.4.1 Spouses or dependents of veterans or active-duty personnel.

4.16.4.2 Veterans or active-duty members who previously received a waiver and left service without paying their final bill in full.

4.16.5 Accounts are still subject to Earned Deposit requirements under the Customer Service Policy.

4.17 Non-Residential Account Deposits

4.17.1 Deposits for non-residential accounts shall be calculated by using the highest bill from the most recent 12-month period at the service location, multiplied by two, with a minimum of \$300 or as defined by special contract.

4.17.2 Deposits may be waived for non-residential accounts (excluding District Schedules 50, 62 and special contracts) if:

4.17.2.1 The business owner has maintained excellent credit history on a residential account with the District for at least two years and provides a signed Personal Guarantee agreement.

4.17.2.2 If the associated residential account fails to maintain excellent credit or is terminated a deposit will be required.

4.17.3 Non-residential deposits will be held until service or contract is terminated.

4.18 Earned and Additional Deposits

4.18.1 An Earned Deposit may be assessed if any of the following occur:

4.18.1.1 The customer receives three (3) Notices of Pending Disconnect or has been disconnected twice (2) within the past 12 months.

4.18.1.2 The customer receives two NSF notices within the past 12 months.

4.18.1.3 Tampering with meters or other infrastructure occurs.

4.18.1.4 May also be assessed at the District's discretion based on other factors.

4.18.2 An Additional Deposit may be required if:

4.18.2.1 Monthly usage increases, resulting in a recalculated deposit that exceeds the current deposit on file by \$500 or more.

4.18.3 Accounts subject to Earned or Additional Deposits will be billed the applicable deposit amount on their next monthly bill.

4.18.4 Earned and Additional Deposits will be refunded according to residential or non-residential criteria, but may be held longer at the District's discretion.

4.19 Billing Calculation

4.19.1 Daily meter reads shall be considered conclusive evidence and used as the basis to calculate electric energy consumed by the customer.

4.19.2 If the District is unable to obtain a meter read, the read may be estimated until a valid read is obtained. Once obtained,, the customer's account will be reconciled for actual metered consumption.

4.19.3 All monthly fixed charges, such as the base charge and applicable taxes, shall be applied on a daily prorated basis.

4.20 Billing Errors

4.20.1 If a billing error results in overcharges, the District will refund the overbilled amount to the customer, without interest, for a period of up to six years prior to the date the error was discovered, as specified in a written contract, or at the District's discretion. If the customer has a past due balance, the refund will first be applied to that balance, with any remaining amount credited to the account.

4.20.2 If a billing error results in undercharges, the District may bill the customer for the underbilled amount for a period of up to six years prior to the date the error was discovered, or as specified in a written contract.

4.20.2.1 Underbilled rate errors will be calculated using actual usage and corrected rate charges.

4.20.2.2 If actual usage cannot be determined due to a system error, the District will estimate the underbilled amount using at least one year of accurate historical usage at the location. At its discretion, the District may exclude the highest and lowest usage months from the estimate to improve accuracy.

4.20.3 Customers may be allowed to pay underbilled amounts over a period of up to three years, subject to District discretion. Factors considered may include the duration and nature of the error.

4.21 Bill Schedule

4.21.1 Customers are billed monthly for the prior month's usage, unless enrolled in the

District's PrePaid billing program.

- 4.21.1.1** A typical Billing Period consist of 25 to 35 days.
- 4.21.2** Bills are printed and mailed approximately three weeks prior to the due date.
- 4.21.3** Payments must be made by the due date during business hours to avoid Late Fees.
- 4.21.4** If payment is not received, a disconnect notice will be issued at least five business days before the scheduled disconnect date.
- 4.21.5** Additional courtesy notifications such as phone calls or electronic reminders may be provided by the District but are not guaranteed.
- 4.21.6** Service will be disconnected for non-payment if the total past due amount is not paid by the scheduled disconnect date. A Disconnect Fee may also be assessed.

4.22 Payments

- 4.22.1** All payments should be made payable to "Cowlitz PUD" or other acceptable business names recognized by the District.
- 4.22.2** The District allocates payments to the oldest outstanding charges first.
- 4.22.3** Failure to receive a mailed or electronic billing statement does not exempt the customer from the obligation to pay for electric service already consumed.
- 4.22.4** Customers are responsible for any unpaid account balances associated with their name or verified residency, regardless of whether they were originally listed on the account.

4.23 Electronic Billing (eBill)

- 4.23.1** Customers who wish to receive electronic billing statements must have a valid email address and enroll in eBill through the District's SmartHub.
- 4.23.2** Customers enrolled in eBill will access their billing statements exclusively via SmartHub and will no longer receive paper statements by mail.
- 4.23.3** Customers are responsible for maintaining accurate mailing and email addresses and must update their contact information as needed.
- 4.23.4** Customers are responsible for any fees or service interruptions from an invalid or outdated email address.

4.24 Budget Billing

- 4.24.1** Budget allows residential customers, or other locations at the District's discretion, to make equal monthly payments based on the average electric usage over the past 12 months at the service location.
- 4.24.2** Customers must reside at their service location for a minimum of 12 months to ensure a reliable usage estimate. Budget is designed to build a credit balance during lower-usage months for higher winter usage.
- 4.24.3** New customers may be enrolled in Budget at the District's discretion but are responsible for monitoring their actual account balance to ensure the budgeted amount covers their usage.
- 4.24.4** Customers must pay the full Budget amount due each month to remain enrolled. Failure to pay by the due date will result in removal from Budget billing and will be returned to standard monthly billing.
- 4.24.5** Customers are required to pay the exact Budget amount each month to ensure accurate account records and prevent inaccuracies between budgeted payments and actual charges.
- 4.24.6** The District strongly encourages customers to use AutoPay rather than personal bank bill pay services to avoid issues during renewal. AutoPay will automatically adjust the payment amount to the new budget amount.
- 4.24.7** When transitioning back to standard billing, the actual account balance will be used to calculate any amount still owed or any credit due on the account.
- 4.24.8** Budget accounts renew annually. The Budget amount is recalculated based on the most recent 12 month usage history and the actual account balance at the time of renewal. Budget amounts may increase or decrease accordingly.
- 4.24.9** The District may conduct audits of Budget accounts to identify significant deviations, which may result in adjustments prior to the scheduled renewal date.

4.25 PrePaid Billing

- 4.25.1** PrePaid Billing is a voluntary residential billing option offered by the District. By enrolling, customers agree to the terms and conditions outlined in this Policy. Participation constitutes a binding contractual agreement between the customer and the District, no signed document is required.
- 4.25.2** Prepaid is a pay-as-you-go billing option where electric usage is billed daily rather than monthly.

4.25.3 PrePaid is a self-managed program and does not provide the same notifications as standard monthly billing. Customers must enroll in SmartHub and provide a valid email address and phone number to participate.

4.25.4 PrePaid customers will not receive a monthly billing statement, or a notice of pending disconnect. A low-balance notification will be sent when the account balance falls to \$20 or less. Customers are responsible for setting up additional alerts and monitoring their account balance to avoid service interruption.

4.25.5 PrePaid accounts are subject to immediate disconnection if the account balance drops below \$0 dollars and payment is not received by 8:30 a.m. on a regular business day. To restore service, a minimum payment must be made to bring the account balance to \$25, including any applicable fees and PrePaid Arrangement amounts.

4.25.6 If disconnection occurs more than twice within a six-month period for accounts with non-remote meters, the account will be converted back to standard monthly billing. The full account balance must be paid, and a deposit will be required.

4.25.7 PrePaid Arrangements are available to help customers pay off past-due balances and bring their account into good standing.

4.25.8 Customers may place up to \$500 of their past-due balance into a PrePaid Arrangement. Amounts exceeding \$500 require management approval.

4.25.9 With a PrePaid Arrangement, each payment is split between the past-due balance and the active account balance:

4.25.9.1 From April 1 to October 31, 40% of each payment applied to the past-due balance and 60% to the active account. From November 1 to March 31, 25% is applied to the past-due balance and 75% to the active account.

4.25.10 If a meter read cannot be obtained, usage will be estimated until a valid read is received and the account balance will be adjusted accordingly. If manual reads are required regularly, the District may return the customer to standard monthly billing.

4.25.11 Customers enrolled in Prepaid are not required to post a deposit, however, a Deposit may be assessed if the customer returns to standard monthly billing.

4.25.12 PrePaid customers are not subject to late fees.

4.26 AutoPay Billing

4.26.1 By enrolling in AutoPay, customers agree to the following terms and conditions.

Enrollment constitutes a binding contractual agreement between the customer and the District, no signed document is required.

- 4.26.1.1** The customer authorizes the District to automatically deduct the amount due from their designated bank account or credit card on the due date listed on their monthly billing statement.
- 4.26.1.2** The customer authorizes the District to initiate debit or credit adjustments for their designated account as necessary.
- 4.26.1.3** The customer authorizes the District to update bank account information upon request, whether made in person, by phone, mail, or email.
- 4.26.1.4** The Customer is responsible for maintaining accurate account information and updating through SmartHub, the secure phone system, or in person at the District's main office. The District is not liable for late payments resulting from invalid or outdated account information.
- 4.26.1.5** Customers enrolled in AutoPay will receive a monthly statement detailing usage, charges, and the scheduled date of the automatic payment withdrawal.
- 4.26.1.6** AutoPay enrollment remains active until the customer notifies the District of termination or until payment fails due to insufficient funds or invalid account information.
- 4.26.1.7** Customers removed from AutoPay due to insufficient funds or invalid account information may be restricted from re-enrollment for up to 12 months or at the District's discretion.

4.27 Late Fees

- 4.27.1** If payment is not received by the due date indicated on the billing statement, a Late Fee will be assessed to the customer's account.
- 4.27.2** The Late Fee will be calculated at ten percent (10%) of the past-due balance and will appear on the customer's next billing statement.
- 4.27.3** Customers may request a waiver of a Late Fee. Approval of such requests is at the sole discretion of the District.

4.28 Returned Payments

- 4.28.1** If a payment is returned by the customer's financial institution, a Non-Sufficient Funds ("NSF") Fee will be applied to the account to cover administrative and collection-related costs.

4.28.2 If two NSF incidents occur within a 12-month period, the account will be restricted to accepting payments only by cash, cashier's check, or money order for a duration of for 12 months.

4.29 Disconnection of Service for Non-Payment

4.29.1 Failure to make timely payment may result in the assessment of Late Fees and disconnection of electric service.

4.29.2 Customers whose service has been disconnected due to non-payment must pay all outstanding past due balances in full before service will be restored..

4.29.3 The District will postpone disconnection of service for non-payment under the following conditions:

4.29.3.1 If the temperature at the District's main office is at or below 32 degrees Fahrenheit.

4.29.3.2 If the National Weather Service issues or announces its intent to issue a heat-related alert, such as an excessive heat warning, a heat advisory, an excessive heat watch, or similar alert. If a customer has already been disconnected for non-payment and a heat-related alert is issued the customer may contact the District to request temporary reconnection without payment. Once weather conditions return to normal or the heat advisory ends, disconnections will resume as scheduled.

4.29.4 The District reserves the right to permanently terminate service due to unresolved or delinquent debt.

4.30 Restoration of Service

4.30.1 For customers with remote meters, service will be automatically reconnected once payment is received. It is the customer's responsibility to ensure that all hazards are removed, and the premises are prepared for reconnection.

4.30.2 For non-remote meters, if payment is made during regular business hours, service will be reconnected withing that business day. If payment is made after business hours, service will be reconnected on the next regular business day unless an After-Hours Fee is paid in full at the time of the reconnect request.

4.30.3 If service is disconnected due to non-compliance with this Policy, it will be restored only after non-compliance is corrected and all amounts owed - including arrearages, deposits, fees, or other charges - are paid in full or a payment arrangement acceptable to the District has been established.

4.31 Payment Arrangements

- 4.31.1** Payment arrangements are available to help customers pay off past-due balances and bring their electric account into good standing.
- 4.31.2** A payment arrangement may extend the past-due amount up to one week beyond the scheduled disconnect date. Extensions beyond one week require management approval.
- 4.31.3** Customers must pay both the agreed-upon installment amount and the current monthly electric charges by the due date.
- 4.31.4** Failure to fulfill the payment arrangement or pay current charges by the due date will result in the immediate disconnection of service. Full payment of all past-due amounts will be required prior to reconnection.

4.32 Low-Income Assistance

- 4.32.1** The District offers assistance programs to support vulnerable populations, including the Discounted Rate Program and the Warm Neighbor Program,
- 4.32.2** Eligibility for assistance is based on individual program requirements and subject to the terms and conditions of the program.
- 4.32.3** The District also partners external agencies that offer financial assistance.
- 4.32.4** Pledges received from outside agencies may be posted to the customer's account upon notification from the agency.
- 4.32.5** If the pledge is revoked by the agency, the credit will be removed from the customer's account, and the account will be subject to disconnection.

4.33 Home Heating Assistance

- 4.33.1** In accordance to RCW 54.16.285, the District will not terminate residential electric service between November 15 and March 15 if the customer meets the following conditions:
 - 4.33.1.1** Notifies the District of their inability to pay the bill, including any required deposit, within five business days of receiving a past due notice. If service is already terminated, the customer may still qualify for protection by paying any applicable reconnection fees fulfilling the requirements of this section.
 - 4.33.1.2** Provides self-certification of household income for the prior 12 months to a qualified agency (e.g., Lower Columbia CAP) administering federally funded energy assistance programs. The agency must verify that the household income

does not exceed the eligibility threshold under 42 U.S.C. 8624 and provide a dollar figure equal to 7% of the household income.

- 4.33.1.3** Applies for home heating assistance from applicable government and private organizations (e.g., LIHEAP, Warm Neighbor) and certifies that any assistance received will be applied to current and future electric bills.
- 4.33.1.4** Applies for low-income weatherization assistance from the District or another appropriate agency, if available.
- 4.33.1.5** Agrees to a payment plan designed to pay the past-due balance by the following October 15 and maintain ongoing service. Monthly payments under the plan shall not exceed 7% of the customer's monthly income plus one-twelfth of any arrearage accrued from the date application. Customers may voluntarily agree to pay a higher amount. If assistance is received after the plan is implemented, the customer must contact the District to revise the plan.
- 4.33.1.6** Agrees to pay any outstanding balance even if they relocate.

4.34 Cancellation of Service by Customer

- 4.34.1** To cancel electric service or notify the District of a change in occupancy or responsibility for payment, the customer must provide notice at least two (2) business days prior to the requested disconnect date.
- 4.34.2** Until the District receives such notification and has had a reasonable opportunity to process the request, the customer remains responsible for all energy usage and associated charges.
- 4.34.3** Cancellation of service for customers receiving electric service under special contracts is governed by the terms of the applicable contract.
- 4.34.4** Customers terminating service must provide a forwarding address for delivery of the final bill.

4.35 Account Collections

- 4.35.1** In accordance with RCW 19.16.500, the District may add a reasonable fee to the customer's account to cover the cost of using a collection agency to recover outstanding debts. This fee shall be 30% of the unpaid debt and is a direct cost to the District, it cannot be waived.
- 4.35.2** The District will attempt to notify the customer of the outstanding debt and potential assignment to a collection agency at least thirty (30) days prior to transfer.

4.35.3 For accounting purposes, accounts will be written off after service termination; however, the debt remains legally collectible.

4.35.4 Customers returning to service must pay all outstanding debts in full prior to re-establishing electric service.

4.36 Fraudulent Acts

4.36.1 Fraudulent information, payments, or material misrepresentations made to the District for the purpose of obtaining or continuing service may result in refusal of service or disconnection of active service.

4.36.2 If service disconnected due to fraudulent or unauthorized use, or to protect District property, a Tamper Fee and an Earned Deposit, determined by the District, must be paid prior to reconnection. The District may also notify appropriate authorities.

4.37 Power Theft and Meter Tampering

4.37.1 The District may initiate civil action for damages against any person who commits, authorizes, solicits, aids, abets, attempts to:

4.37.1.1 Divert electric services by any means.

4.37.1.2 Make unauthorized connections or reconnections to District-owned property.

4.37.1.3 Tamper with District meters or devices used to measure electric service.

4.37.1.4 Tamper with any District-owned property used to provide electric service.

4.37.1.5 Use or benefit from electric service with knowledge or reasonable belief that the service was diverted, tampered with, or unauthorized.

4.37.2 In any civil action brought under this section, the District may recover from the defendant three times the amount of actual damages, cost of the suit, reasonable attorney's fees, and costs incurred due to bypassing, tampering, or unauthorized reconnection, including investigation, disconnection, reconnection, service calls, and expert witness fees.

4.37.3 All equipment must be upgraded to current standards per the District's Electric Service Requirements (ESR) Booklet. A Tamper Fee and Earned Deposit, must be paid prior to reconnection.

4.37.4 If electric service has been consumed but not metered, usage may be estimated based on historical account data or other reasonable methods for a period of up to six (6) years.

4.37.5 Violations of RCW 9A.61.050 (“Defrauding a Public Utility in the third degree”), a gross misdemeanor, may be referred to the Cowlitz County Prosecutor for legal action.

4.37.6 Nothing in this section shall be construed as limiting the District’s remedies. The District reserves the right to pursue all remedies available under local, state, or federal law.

4.38 Life Support Customers

4.38.1 Customers or household members who require life support equipment powered by electricity may request their account be designated as a Life Support account by submitting a Life Support Equipment Application. The application must be completed by a licensed medical physician and approved by the District in writing.

Disclaimer (included in the application):

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

4.38.2 Life Support designation does not guarantee uninterrupted power. Customers are responsible for maintaining backup power sources or relocating during extended outages.

4.38.3 Life Support accounts remain subject to all other applicable District policies.

4.38.4 Customers using life support equipment are not eligible to participate in the PrePaid Billing Program.

4.39 Right to Hearing

4.39.1 If a customer disputes a bill or notice of proposed service termination, and to the matter cannot be resolved with a District representative, the customer may appeal to the District’s Hearing Officer (Auditor).

4.39.2 Customer agree that appealing to the District’s Hearing Officer is a required step before initiating legal action in any court of law.

5. Electric Service Conditions Policy

5.1 General Conditions of Service

- 5.1.1** The District shall have obligation to provide electric service to any customer who violates the terms in this Policy or any other reasonable conditions of service imposed by the District.
- 5.1.2** In addition to obligations outlined elsewhere in District policy or applicable law, the District may deny or discontinue service without recourse to customer under the following circumstances:
 - 5.1.2.1** Upon request by any federal, state, or local agency, including law enforcement, to cease electric service due to unlawful use.
 - 5.1.2.2** Upon receipt of a court order or a Judgement for unlawful detainer from a landlord, pursuant to RCW 59.12, directing the District to disconnect service.
 - 5.1.2.3** Upon receipt of a written request, threat of prosecution, or actual prosecution against the District or its representatives for providing electric service in violation of law.
 - 5.1.2.4** Upon a change in law or federal preemption requiring termination of service.
 - 5.1.2.5** When termination or curtailment of service is necessary due to power supply deficiencies or other circumstances beyond the District's control.
- 5.1.3** The District shall have no duty to defend against legal actions seeking to enjoin electric service to a customer.

5.2 Meter Location

- 5.2.1** Customers are responsible for furnishing and installing a District-approved meter base socket and enclosure, where required, for connection to a District meter.
- 5.2.2** Meters shall be installed and remain located on the exterior surface of the building or service structure in accordance with District Standards.
- 5.2.3** Meter shall remain unobstructed at all times to ensure safe and accessible operation.

5.2.4 Failure to comply with meter access requirements will result in a monthly Facility Access Fee. If access is not restored within six (6) months, electric service will be disconnected until the meter installation complies with District Standards.

5.3 District Owned Meters

5.3.1 The District will install, own, and maintain all meters and related equipment necessary to measure electric demand and energy usage under applicable Rate Schedules.

5.3.2 The District utilizes Automated Metering Infrastructure (AMI) meters capable of remote reading, remote disconnect/reconnect, and advanced load management functions for all electric customers.

5.3.3 Demand meters may be installed when the nature of the customer's equipment and operations requires accurate application of Rate Schedules.

5.3.4 DISCLAIMER:

CUSTOMERS WITH METERS CAPABLE OF REMOTE RECONNECTION AND DISCONNECTION UNDERSTAND THAT ELECTRIC-POWERED DEVICES MAY TURN ON OR OFF SUDDENLY WITHOUT WARNING. THIS MAY POSE RISK TO PROPERTY OR HEALTH IF ADEQUATE PRECAUTIONS ARE NOT TAKEN. THE CUSTOMER ACCEPTS FULL RESPONSIBILITY FOR SUCH RISKS AND EXPRESSLY RELEASES THE DISTRICT FROM ANY AND ALL LIABILITY ARISING FROM, OR IN CONNECTION WITH THE DISTRICT'S NEGLIGENCE OR THAT OF ITS EMPLOYEES, AGENTS, OR BOARD OF DIRECTORS.

5.4 Customer-Owned Meters

5.4.1 Additional meters installed beyond the District's meter(s), are generally provided, installed, owned, and maintained by the customer.

5.4.2 When multiple buildings or units are served by a single meter, the service account must remain in the property owner's name.

5.4.3 Builders or owners of multiple-unit complexes must permanently and accurately label meter bases or panel covers and the correspond with building units. Any changes to unit numbering must be reported to the District in writing and in advance.

5.4.4 Any billing discrepancies resulting from inaccurate labeling are the responsibility of the builder or owner. Until full compliance is achieved, the accounts will remain in the builder's or owner's name.

5.5 Remote Meter Opt-Out

- 5.5.1** Residential customers may request to opt-out of AMI (remote reading) meters by completing the District's AMI Opt-Out form. Opt-Out meters require manual field readings and processing. Customers opting out will be charged a one-time meter change fee and a monthly fee as listed in the District's Schedule of Fees. This option is not available for commercial meters or residential meters that are inaccessible for manual reading.
- 5.5.2** Customers enrolled in the AMI Opt-Out Program will be removed from the program if the account is disconnected for non-payment or if the meter becomes inaccessible.
- 5.5.3** The District installs AMI meters with remote disconnect/reconnect capabilities to support service offerings, ensure safe access, and enhance operational efficiency and revenue protection. These meters are applied to new and existing accounts on a non-discriminatory basis.

5.6 Meter Tests

- 5.6.1** The District will conduct necessary tests and inspections of its meters to ensure a high standard of accuracy.
- 5.6.2** Customers requesting additional meter testing will be charged a Meter Testing fee in accordance with the District's Schedule of Fees.
- 5.6.3** Meter test results will be handled in accordance with District procedures and communicated to the customer upon completion.

5.7 Customer-Owned Facilities

- 5.7.1** The Point of Delivery, unless specified by special contract, marks the transition from District-owned to customer-owned facilities. The customer is solely responsible for the maintenance and repair of all facilities beyond this point.
- 5.7.2** Customers must operate and maintain equipment using qualified and authorized personnel to ensure safe and proper function. The District is not liable for any loss, injury, or damage resulting from failures in the customer's equipment or accidents occurring on the customer's premises.
- 5.7.3** Customers must notify the District in advance of any added electrical load or operational changes. Unanticipated load increases may cause damage to District equipment, and the customer will be held financially responsible for and resulting damage.

5.7.4 Electrical equipment on the customer’s premises must be installed and operated in a manner that does not interfere with the District’s delivery system or degrade service quality for other customers. If such interference occurs, the customer must install corrective equipment as determined by the District. The District, may, at its discretion, take corrective action at the customer’s expense or terminate service.

5.8 District-Owned Facilities

5.8.1 Customers must exercise care to prevent damage to District-owned property located on their premises, including but not limited to meters, instruments, transformers, and service equipment.. All such equipment remains the property of the District and may be removed at the discretion.

5.8.2 Damage to District property caused by non-customers will be invoiced to the responsible party for the full cost of repairs, including equipment replacement, labor contracted services.

5.8.3 If damage caused by customer negligence, the customer will be responsible for the cost of repairs or replacement. Failure to pay may result in service disconnection, denial of future service, or referral to collections.

5.8.4 The District may pursue legal action for destruction of District property or other violations affecting service delivery and will seek recovery for losses to the fullest extent permitted by law.

5.8.5 In accordance with RCW 70.54.090, the attachment of advertising signs, posters, or similar objects to District poles is prohibited. No attachments of any kind may be made to District property without prior written consent. Unauthorized attachments may be removed without notice or recourse.

5.9 Electrical Inspections

5.9.1 The District will not make permanent connections to any service that has not been approved by the appropriate State, County, or City electrical authority.

5.9.2 Any inspection conducted by the District is solely to determine whether the customer’s system meets District requirements for service and is not a substitute for professional electrical consultation.

5.9.3 The District reserves the right, but is not obligated to inspect customer installations before or after service is supplied. The District may require inspection by the appropriate authority following service disconnection.

5.9.4 The District will not connect services that do not comply with this Policy, the Electric Service Requirements (ESR) Booklet, or other applicable standards, or that

are deemed unsafe by the District.

5.9.5 Inspection and approval by the appropriate authority will be required prior to service restoration if:

5.9.5.1 Service was disconnected due to unsafe conditions that could result in injury or property damage.

5.9.5.2 Service was terminated at the direction of any State, County, City, Fire, or Police authority.

5.9.5.3 Service has been disconnected for more than one (1) year.

5.9.5.4 The meter has been removed for more than thirty (30) days.

5.10 Voltage Range

5.10.1 The District provides electricity at alternating current, 60 hertz, single or three-phase, at the following nominal voltages (+/- 5%):

5.10.1.1 Secondary Voltages:

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

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

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

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

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

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

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

5.10.1.2 Primary Voltage:

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

5.10.2 Customers requesting service loads are reasonably balanced across phases in a three-phase service.

5.10.3 Customers requesting service types not offered by the District are responsible for providing all necessary equipment and space to accommodate the request.

5.11 Power Factor

5.11.1 Customers must ensure their use of electrical service adheres to accepted practices and does not compromise the reliability of the District's energy supply.

5.11.2 The District is not obligated to deliver electric energy to any customer whose load has a Power Factor below seventy-five percent (75%), either lagging or leading.

5.11.3 Subject to special contract provisions, if the monthly average Power Factor falls below ninety-seven percent (97%) lagging or leading, the Maximum Demand for billing purposes will be adjusted. The adjustment will be calculated by multiplying the Maximum Demand by the ratio of .97 by the actual Power Factor.

5.12 Facility Access

5.12.1 As a condition of receiving electric service, the customer grants the District all necessary permissions and easements over, under, and through the customer's property. The District, or its authorized agents, shall have the right to enter the property as reasonably required for the following purposes:

5.12.1.1 Reading, testing, maintaining, or repairing meters, lines, or equipment.

5.12.1.2 Trimming trees or removing vegetation near District property.

5.12.1.3 Inspecting, removing, or replacing District-owned equipment.

5.12.1.4 Performing any activity deemed necessary by the District to protect customers, the public, or to ensure safe and reliable service.

5.12.2 If District facilities are located within a locked enclosure or behind a locked gate, the customer must provide access upon request. If access is not provided, the District may use reasonable means to access its equipment.

5.12.2.1 If access is obstructed or denied, a monthly Facility Access Fee will be assessed.

5.12.2.2 If access is not restored within six (6) months following written request, electric service may be disconnected until access is granted.

5.12.3 Customers who plant, construct, or grade over or under District facilities without written consent assume full liability for any resulting damage or injury. The customer may be required to remove obstructions or pay the cost of relocating District facilities. Failure to comply may result in service termination.

5.12.3.1 Customers shall not plant vegetation or construct permanent structures that interfere with District operations or maintenance.

5.12.3.2 Customers shall not alter the grade or elevation in a way that affects the depth of underground facilities or clearance of overhead lines.

5.12.3.3 Permanent structures near District lines must comply with Washington State Code, National Electric Safety Code, and the District's Electric Service

Requirements.

- 5.12.4 Customers must not interfere with the District's ability to operate and maintain facilities or provide safe and efficient service.
- 5.12.5 The District may pursue legal action and discontinue service immediately in response to threats, harassment, or intimidation directed at District employees or agents attempting to access District equipment.

5.13 Clearing of Right-of-Way and Lines

- 5.13.1 The District reserves the right to trim or remove vegetation in accordance with RCW 64.12.035.
- 5.13.2 The District maintains vegetation clearance of high-voltage lines energized above 750 volts within a ten (10) foot lateral distance for operational purposes.
- 5.13.3 If decorative trees must be removed for line clearance, the District may, at its discretion, provide replacement stock at no cost, provided the replacement does not interfere with District access or operations.
- 5.13.4 Customers are responsible for maintaining vegetation clearance beyond the ten (10) foot lateral distance from high-voltage lines. Customers must not enter or use tools within ten (10) feet of energized high-voltage conductors.
- 5.13.5 Customers are responsible for maintaining vegetation clearance on low-voltage overhead secondary lines (under 750 volts) from the meter to the first District-owned pole or equipment.
 - 5.13.5.1 To ensure safety, the District will disconnect the service line at no charge while trimming is performed.
 - 5.13.5.2 Customers must request for disconnect/reconnect service at forty-eight (48) hours in advance during business hours and wait for confirmation before beginning work.
- 5.13.6 Requests for disconnect/reconnect service outside of business hours will incur an After-Hours Fee.
- 5.13.7 Weed control within District rights-of-way is the sole responsibility of the landowner, except for occasional clearing required for installation or maintenance.

5.14 Substation and Grounds Maintenance

- 5.14.1 The District will maintain substations and other properties in a manner that complements their surroundings. Accumulation of refuse is strictly prohibited.

5.14.2 Customer have no recourse against the District for vegetation removal within the ten (10) foot clearance zone if reasonable notice was provided. This clearance is for operational purposes and does not relieve the customer of their own maintenance responsibilities.

5.14.3 During installation, construction, or maintenance of the District lines:

5.14.3.1 Vegetation clearing will be performed at the District's expense unless part of a Customer Line Extension, in which case the customer bears the cost.

5.14.3.2 Clearing will comply with all applicable debris disposal regulations.

5.14.3.3 If marketable timber is removed, the property owner may be compensated at fair market value.

5.14.3.4 Right-of-ways will be maintained in a neat and orderly condition. Debris may be chipped, broadcast, or hauled away. Cleanup must meet District standards and may include chemical treatment or trimming to within 18 inches of ground level. Final inspection will be conducted.

5.14.4 The District may compensate for unusual damage to crops, landscaping, or other non-permanent property. If construction is performed by a contractor, liability may be transferred to the contractor.

5.15 Underground Line Locates

5.15.1 In accordance with RCW 19.122, customers must notify the District via the Northwest Utility Notification Center (811) prior to any excavation, unless exempted by law. Call 811 for more information.

5.16 Interruption of Service

5.16.1 The District strives to provide reliable and consistent electrical service however, the District shall not be liable for personal injury, property damage, or any other loss resulting from service interruptions caused by circumstances reasonably beyond its control or arising from normal operations.

5.16.2 Customers are responsible for providing adequate protection for their property and equipment to prevent damage or loss due to service interruptions or fluctuations in voltage, current or frequency. Such interruptions or irregularities shall not constitute a breach of contract.

5.16.3 During routine maintenance or system upgrades, the District may temporarily disconnect service to ensure safe and efficient operations. When feasible, such outages will be scheduled in advance and customers will be notified.

5.16.4 The District may disconnect service without prior notice if unsafe conditions are identified. Service will remain disconnected until the issue is corrected and approved by the appropriate electrical inspection authority. Such disconnection is without recourse to customer.

5.16.5 If relocation of metering is necessary due to safety or access concerns, the District may, at its discretion, take corrective action at the customer's expense or terminate service. Written notice will be provided to the customer and/or property owner prior to action.

6. Data Privacy Policy

6.1 Personally Identifiable Information (PII)

6.1.1 The District is committed to protecting Personally Identifiable Information (“PII” or “Customer Information”) and preventing its unauthorized use or disclosure, in accordance with applicable laws.

6.1.2 Pursuant to RCW 42.56.590, PII does not include publicly available information lawfully disclosed by federal, state, or local government records.

6.1.3 PII under this Policy includes, but is not limited to:

6.1.3.1 Full name, first name or first initial and last name, in combination with:

- Social Security number or the last four digits
- Driver’s license or state ID number
- Bank account, credit/debit card number, or access credentials
- Full date of birth
- Private key used for electronic authentication
- Student, military, or passport ID number
- Medical history or physical/mental condition

6.1.3.2 Username or email address in combination with a password or security questions and answers.

6.1.3.3 Any other information defined under RCW 42.56.590.

6.2 Classification of Customer Information

6.2.1 When Customer Information is shared with a third party, it shall be classified as either for **Primary Purpose**: Required by a contractor or subcontractor under agreement with the District. No customer consent is required.

6.2.2 Secondary Purpose: Requested by or for a third party not under contract with the District. Customer consent is required.

6.3 Customer Consent

6.3.1 Customers must complete an Authorization to Release Utility Information Form prior to the release of Customer Information for a Secondary Purpose.

- 6.3.2** A separate form may be required for each instance unless previously authorized for the same third party.
- 6.3.3** The Form may be submitted electronically or in hard copy and must include:
 - 6.3.3.1** Description of the Customer Information to be released.
 - 6.3.3.2** Authorized recipient(s), including affiliates or third parties.
 - 6.3.3.3** Duration of consent.
 - 6.3.3.4** Account number, service address, and account holder name.
- 6.3.4** Customers may revoke consent at any time in writing. Revocation becomes effective upon receipt by the District.
- 6.3.5** Customers agree to release and hold harmless the District from any liability resulting from authorized disclosure of Customer Information.
- 6.3.6** The District will retain all authorization forms in accordance with its Records Management Policy and RCW 19.29A.100.

6.4 District Use of Customer Information

- 6.4.1** The District will not sell or disclose Customer Information for marketing purposes without prior customer consent.
- 6.4.2** Aggregated data that does not identify individual customers may be released without consent.
- 6.4.3** The District may collect website analytics, including IP address, browser type, operating system, visit time, and general location, for performance and security purposes.
- 6.4.4** The District may include marketing materials in monthly billing statements, whether delivered electronically or by mail.

6.5 Contractor Use of Customer Information

- 6.5.1** The District's Compliance Department shall review all proposed disclosures of Customer Information to contractors to ensure the request serves a Primary Purpose.
- 6.5.2** A one-time review is sufficient unless additional types of Customer Information are requested.

- 6.5.3** Contractors must comply with all applicable laws and this Policy and are prohibited from selling or further disclosing Customer Information.
- 6.5.4** Contractors must sign a Confidentiality and Non-Disclosure Agreement (“CNDA”) in accordance with RCS 19.29A.100(5).
- 6.5.5** Contractors are responsible for ensuring that any subcontractors or third parties they engage also comply with the CNDA.
- 6.5.6** Breach of the CNDA may subject the contractor to remedies under the District’s policies, customer agreements, or Washington State Consumer Protection Act.

6.6 Law Enforcement Requests

- 6.6.1** The District shall comply with RCW 42.56.335, which permits law enforcement agencies to obtain records of individuals suspected of committing a crime.
- 6.6.2** A completed Law Enforcement Request Form must be submitted by the requesting officer before any Customer Information will be released.
- 6.6.3** Customer Information exempt from disclosure under RCW 42.56.330 will not be released without a valid subpoena, warrant, or court order authorizing the request.
- 6.6.4** All law enforcement requests for Customer Information will be processed through the District’s Compliance Department and retained in accordance with the District’s Records Management Policy and RCW 19.29A.100.

6.7 Breach of Customer Information

- 6.7.1** In accordance with RCW 42.56.590, the District is required to notify customers of any breach of Customer Information if the data was, or is reasonably believed to have been, acquired by an unauthorized party or was not properly secured.
- 6.7.2** Notification shall be provided without unreasonable delay and no later than thirty (30) calendar days after discovery of the breach, unless delayed at the request of law enforcement.

6.8 Investigation and Resolution

- 6.8.1** All disputes or suspected violations of this Policy should be directed to the District’s Auditor.
- 6.8.2** The Auditor will investigate the complaint and communicate findings to the complainant.
- 6.8.3** If a violation of this Policy is confirmed – whether by the District or a contractor -

the District will work with the customer to reach a mutually agreeable resolution.

6.8.4 Customers may appeal the Auditor’s findings to the District’s Board of Directors for further review. Appeals may be subject to the Open Public Meetings Act.

6.8.5 Nothing in this Policy requires a customer to request an investigation by the District before pursuing legal remedies against the third party for improper use or release of Customer Information.

6.9 Identity Theft Prevention Program

6.9.1 The District maintains an Identity Theft Prevention Program which is designed to detect, respond to, and mitigate identity theft risks through the identification of Red Flags.

6.9.2 When Red Flags are detected, the District reserves the right to request additional information, modify account settings, deny or disconnect electric service, or notify law enforcement.

6.10 Contact Information

6.10.1 For questions regarding the District’s privacy practices or this Policy, please contact the District at 360-423-2210.

6.11 Disclaimer of Liability

6.11.1 Neither the District nor any officer, employee, agent, consultant, attorney, official, custodian, or representative shall be liable for any loss or damage resulting from the release of Public Records, provided the release was made in good faith and in accordance with this Policy.

6.11.2 This Policy is not intended to expand or restrict disclosure or privacy rights beyond those established under state and federal law. The use of mandatory language such as “shall,” does not impose obligations beyond those required by law.

7. Board Acceptance

Dave Quinn, President

Date

Duane Dalglish, Vice President

Date

Bruce Pollock, Secretary

Date