

## **Grays Harbor PUD Service Policy**

PUBLIC UTILITY DISTRICT NO. 1 OF GRAYS HARBOR COUNTY, WASHINGTON  
By Resolution(s) No. 3999, 4043, 4057, 4077, 4296, 4303, 4304, 4468, 4508, 4540,  
4621 and 4977

ESTABLISHING A SERVICE POLICY REGULATING THE CONDITIONS OF  
SERVICE, USE, AND SALE OF UTILITY SERVICES.

Effective On or After      January 2020

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## **SECTION 1 – DEFINITIONS**

The following terms when used in this policy and in the application or agreement for service will have the meaning defined below unless otherwise indicated.

1. **Application Fee:** Applications for new service, or service disconnected over one (1) year. Separate applications are required for each individual address. Applications are valid for one year from the date of acceptance by the District. The one-year validation applies only to the application fee, not any other fees incurred by the customer
2. **Calculated Demand:** The total connected load multiplied by a diversity factor, as determined by the District.
3. **Customer:** Any person, partnership, firm, corporation, organization, municipality, governmental agency, estate, etc., which is supplied service from the District.
4. **Customer Agent/Authorized User:** A person or entity authorized to act on behalf of the Customer. Customer must provide contact and verification information for any authorized user or agent on their account.
5. **Customer Facility:** Building, structure or equipment that has service from the District or for which a Customer requested service from the District.
6. **Demand:** The rate of delivery of electric Energy, measured in kilowatts (kW), over a fixed time period (15 minutes unless otherwise specified).
7. **Disabled Citizen:** A person who meets the disability requirements under the Social Security Act, 42 U.S.C. Chapter 7.
8. **District:** Public Utility District No. 1 of Grays Harbor County, Washington, also known as Grays Harbor PUD.
9. **Duplex:** A detached building containing two Dwelling Units.
10. **Dwelling Unit:** A single unit providing complete independent living facilities for one or more persons, including provisions for living, sleeping, eating, cooking, and sanitation.
11. **Electric Service:** The availability of electric energy at the point of delivery for use by the customer.

12. Energy: Electric energy, measured in kilowatt-hours (kWh).
13. Firm Quote: Cost to provide service as determined by the District.
14. Load Profile Metering: With a specified meter and a telephone communication line, energy usage is collected and viewed in 15-minute or hourly intervals. The energy consumed during each 15-minute interval is accumulated and retained in the meter's memory. This data can then be formatted in either 15 minute or 1 hour intervals for viewing. Once a month or more often by special request, this interval data can be downloaded for use by the District or the customer. In addition, the six highest kilowatt-hour and kilovar-hour peaks for a billing period (normally monthly) can be provided, along with the calculated power factor.
15. Mobile Home Park: A site that accommodates multiple mobile homes. A mobile home is a Residence with a minimum of 600 square feet of floor space. It has the potential of being transportable and requires special moving equipment and permits. Typically, the electrical service for each home is 50 amperes or more.
16. Month: An interval of approximately 30 days between successive designated meter reading dates.
17. Multiple Occupancy Building: Any building or any portion of the building which contains three or more units used, rented, leased, or hired out to be occupied.
18. Non-Refundable: An amount of money that is not able to be refunded back to the customer.
19. Notice: Communication to the Customer requiring action. Mailed written Notice will be deemed received five days following the mailing of the Notice by first class mail to the Customer's last known address. Customers who have consented to receive electronic Notices will be deemed to have received the Notice 24 hours after it has been sent. Notice will be considered received upon personal delivery to the Customer.
20. Permanent Service: Service connected to a structure or recreational vehicle for more than 18 months.
21. Point of Delivery: The point where District owned and maintained facilities connect to Customer owned and maintained facilities.

22. Power Factor: The ratio of working power or energy (kilowatts or kW) to apparent or total power (kilovolt-amperes or kVA) delivered by the District.
23. Premises: All of the real property at a single geographic location utilized by a Customer.
24. Primary: Service or facilities constructed to operate at greater than 600 volts.
25. Qualifying Income: Total annual household income. This includes combined income of applicant and spouse or co-tenant living in the household.
26. Residence: A family Dwelling Unit.
27. Secondary: Service or facilities constructed to operate at less than 600 volts.
28. Service, Services, Service Lines: Facilities of the District, excluding transformers and meters, between the District's transmission or distribution system and the Point of Delivery to the Customer.
29. System Capacity: The District's complete System Capacity required to serve all Customer load as determined by the District.
30. Temporary Service: Service connected for a period not to exceed 18 months. Examples include, but are not limited to, carnivals, tree lots, fireworks stands or construction power, etc.
31. Utility Hearing Officer: Any Utility Hearing Officer appointed by the Board of Commissioners. Such individuals should not be connected with the Customer Service Department and may have other responsibilities and duties for the District.

## **SECTION 2. SCOPE**

This policy is a part of all contracts for the delivery of Services, whether oral or written. Copies of this Service Policy and rates will be available for inspection in the District's office and on the District's website.

By acceptance of service, each Applicant/Customer agrees to be subject to all current and subsequently revised District policies, rates, charges, service requirements and regulations, with or without a written application or contract.

If any portion of this policy is for any reason held to be unlawful or void, such invalidity will not affect the validity of the remaining portions or this policy.

Conflict among policies will be resolved in the following order:

1. Special Contracts
2. Rate Schedules
3. Service Policy established by resolution

Non-natural legal entities including, but not limited to, corporations, limited liability companies, limited partnerships, trusts, and estates which seek to obtain service from the District will generally be required to post a security deposit in the amount of the average of the highest bill for the property served for the preceding two years. The District will evaluate a request to release or reduce the security deposit after one year of service.

## **SECTION 3. CONDITION AND USE OF SERVICE**

The Service Policy and rate schedules are subject to change by order of the District's Board of Commissioners.

Service will be supplied only under the current version of this Service Policy and under the current applicable rate. Service will be used by the Customer only for the purposes specified in the Service Agreement and applicable Rate Schedule.

The District's rates are based upon the furnishing of Service to a Customer at a single Point of Delivery through a single meter.

When Service is provided through one meter which serves multiple classes of Service, the higher rate will apply. If several buildings are occupied and used by one Customer in a single business or other activity, the District may furnish Service for the entire group of buildings at one Point of Delivery provided all such buildings are located on contiguous

property and not divided by other ownerships, streets, roads, alleys, or other public thoroughfares.

No Customer will connect Service with that of another person, or in any way resell, rebill or supply any other person or Premises with Service unless covered by the terms of a written contract with the District.

Other Services and situations not within the scope of the District's rate schedules, line extension policies, and Service Policies must be covered by a special contract approved by the Board of Commissioners.

The District may refuse to provide Service if in its judgment the installation would be unfeasible.

#### **SECTION 4. APPLICATION FOR SERVICE**

Customers desiring Service must contact the District to request Service and may be required to sign the District's Service contract or other evidence of agreement before Service is supplied by the District, and pay any applicable application fee. Application fees are not refundable or applicable to Service installations.

The applicant will provide:

1. Name, existing mailing address, and telephone number of applicant.
2. Location and physical address of new Service.
3. Proposed load, itemized by major items with their ratings and future load growth plans.
4. Voltage, phase, and amperage rating of main electrical panel.
5. Type of building or facility that the District is being requested to serve.
6. Approximate date Service is desired.
7. Name of electrical contractor.

The District requires that the applicant or Customer present identification satisfactory to the District before receiving Service. The District may also require information establishing

acceptable credit status. The applicant must have the legal right to occupy the Premises and may be required to provide written evidence of such right.

The connection of Service by the District will constitute a contract between the Customer and the District under the applicable rate schedule and policies of the District.

Upon the death of a District Customer, the Service Agreement will be terminated, except in the case of joint accounts.

#### **SECTION 5. EFFECTIVE DATE OF SERVICE**

The District's rates or minimum charges will commence the date that Service is first made available to the applicant or Customer, except as otherwise provided in special contracts.

Subject to Section 3, all contracts will be effective the date of signing by the Customer/Customer agent and acceptance by the District; however, if the District is unable to obtain the necessary operating rights, the contract may be cancelled.

Installation of District facilities will be scheduled as near as possible to the date Service is requested by the Customer/Customer agent.

Failure to pay the estimated construction costs invoice within 12 months will result in the contract becoming null and void.

#### **SECTION 6. TRANSFER OF PREVIOUS UNPAID ACCOUNTS**

The District will transfer to an existing or new Service account any current unpaid charges for Service previously rendered at any location in the District's Service area. Transferred balances will be considered part of the Customer's obligation to the District as though the previous unpaid balance had been incurred at the present Service address.

The District reserves the right to refuse Service to Customers with delinquent or unpaid accounts.

Past due balances must be paid in full prior to transferring Service or opening a new Service account.

## **SECTION 7. SECURITY DEPOSITS**

### **1. New Customers**

Individuals may be required to pay a security deposit to establish or continue Service with the District, in an amount not to exceed an estimate of the two highest billing periods combined at the location where Service is requested. Deposit requirement may be waived depending on the outcome of a satisfactory credit check and/or based on the Customers previous history with the District.

Legal entities including, but not limited to, corporations, limited liability companies, limited partnerships, trusts, and estates requesting Service from the District will generally be required to post a security deposit. A letter of credit from a previous utility or a previous satisfactory payment history may be considered.

### **2. Existing Customers**

The District may require a security deposit or may increase a deposit amount as a condition to continue Service if the Customer payment record is unsatisfactory due to any violation of District policy, or in other situations where the District may be exposed to a credit risk.

### **3. Refund of Security Deposit**

An evaluation of the deposit will be considered once it has been paid in full and the Customer, thereafter, has 12 consecutive months of satisfactory payment history. If the customer has met this criteria, the deposit will be credited back to the customer's account.

For accounts without an individual as the responsible party, the District will evaluate a request to release or reduce the deposit after one year of Service.

### **4. Transfer of Security Deposits**

If a Customer with a security deposit takes Service at another location, the District may transfer the deposit to the new Service address, and may adjust the amount of the deposit accordingly.

### **5. Application of Security Deposit**

The District may apply the security deposit toward past due, closed accounts or other unpaid charges, including damage claim accounts.

## **SECTION 8. METER READING**

Meters will be read for monthly billing, except that irrigation Service meters may be read on an annual basis.

If for any reason an accurate meter reading cannot be obtained for any particular period, the meter reading may be based on estimated Energy use and Demand or based upon a previous like period of Demand-Energy requirement. The actual charges will be reflected on the next accurate meter reading.

Additional meter readings requested by the Customer may be subject to a charge as designated in the District's Fee Schedule.

## **SECTION 9. BILLING**

Accounts will be billed on a cycle of not less than 27 days nor more than 35 days. Monthly fixed charges will be prorated on the first and last billing cycle.

All accounts are subject to periodic audits.

Customers undercharged for Services due to District error will be billed for the duration of the discrepancy, up to a maximum of 18 months. Bills issued to correct discrepancies will not include late fees. A payment plan may be arranged. If a Customer refuses to pay for undercharged utility Services or defaults on their payment plan, normal District collection practices will be followed.

Customers overcharged for Services due to District error will be credited the amount of the overcharge for the duration of the error, up to a maximum of 36 months.

The District will have six months to act upon any discrepancies found. In no event will discrepancies older than six years be corrected.

Utility taxes will be billed and collected in accordance with applicable law, such as privilege taxes.

## **SECTION 10. SERVICE CHARGES**

The Service charges below will be in accordance with the District's Rate Schedule 100.

### **1. Account Service Charge**

- a. An account service charge will be paid to change an existing Service to a new Customers name, or reestablish an existing Service disconnected over one year.

- b. The account Service charge will not be applicable in the following conditions:
  - i. Name change involving conditions where another person or entity assumes the responsibility of an account, providing such change does not require a special reading, connection, or reconnection of the meter.
  - ii. When an owner assumes temporary responsibility for a Service through a prior, written continuity of Service Agreement for rental property.
- c. The account service charge is nonrefundable.

2. Temporary Service Fee

If the only additional District facilities required to serve a Customer is a single span of overhead Secondary wire, or tapping Customer-owned wire for an underground Service, the total connect fee will be as listed in the District Fee Schedule.

3. Returned Payment Charge

If any payment to the District is returned unpaid a returned payment charge will be applied.

4. After Hours Reconnection Fee

When a Customer requests Service connection outside of normal business hours at an existing Service address, an after hours reconnection fee may be applied.

5. Field Collection Fee

This fee will be assessed when a District representative makes a visit to the Customer's Premise for collection purposes. A separate fee will be charged for each such visit.

6. Tampering Charge

If a Customer is found to be in violation of RCW chapter 80.28 or chapter 9A.61 they will be charged a tampering charge. Any claims for damages the District may have, including but not limited to Energy diversion, including the replacement cost of the meter will be in addition to this charge.

Tampering includes but is not limited to diverting Service, breaking a District meter seal, meter ring, damaging a meter, disconnecting or reconnecting a District Service.

**SECTION 11. PAYMENT OF BILLS**

All District bills are due and payable when issued. Unless otherwise specified, the bill becomes "past due" 25 days after issuance.

Payments can be made by phone, online, or in person at the Customer Service office. Payments made at District pay stations or by mail will not be posted to the account until received at the District office.

Partial payments will be applied to the oldest charges on the account first, including charges from previous accounts.

Failure to receive a bill does not negate a Customer's obligation for payment of Service or other appropriate charges.

Excess credit balances may be refunded to the Customer. The District may refuse to accept deposits in excess of the current outstanding balance.

The maximum payment per customer/entity that can be made by a debit or credit card is \$5,000.00 in a billing period. Customer who exceed this amount, upon notification by the District, may be required to pay by cash, check, electronic check, bill payer, or automatic ACH.

1. Notices to Customers

a. Final Notice

If payment in full is not received by the due date, a final Notice will be issued to the Customer. If payment or payment arrangements are not made prior to the date specified on the final Notice, the Service will be subject to disconnect.

b. Notice of Policies and Customer Rights

The District will send a final Notice including the District's credit and disconnection policies and Customer's rights including:

i. Informal Conference

The Customer's right to an informal conference to adjust a disputed bill or to work out a deferred payment agreement.

ii. Appeal

The Customer's right to appeal the outcome of the informal conference to a hearing officer.

iii. Procedures

The procedure for the informal conference and the appeal.

iv. Specific Rights

The Customer's rights, during regular business hours, to inspect the

District's records regarding the Customer's account; to present independent evidence; and to be represented by an attorney, relative, or friend.

## 2. Informal Conference

A Customer who disputes their bill or has financial difficulties may request an informal conference with designated District employees. Customers are encouraged to present all information justifying alternative payment arrangements; however, the District will take any appropriate actions to secure payment for Service and minimize risk.

The designated employees will attempt to arrange a reasonable and feasible payment plan with the Customer. The District reserves the right to not enter into a payment plan with a Customer who has not fully and satisfactorily complied with the terms of a previous arrangement.

## 3. Appeal and Hearing

The Customer will have the right to appeal the determination of the informal conference to a Utility Hearing Officer .

### a. Notice of Appeal

A notice of appeal must be made in writing to the hearing officer within 14 days of the determination of the informal conference.

### b. Hearing Procedures

The Utility Hearing Officer will follow the District's established procedures. If the Customer requests, a record will be made of the proceedings. The Customer will have right to counsel.

### c. Written Decision

Following the hearing, the hearing officer will provide the Customer with a written decision setting forth the nature of the Customer's appeal and the reason for the decision.

## 4. Collection of Unpaid Accounts

The District may employ any and all reasonable methods for collecting unpaid accounts, including assignment to collection agencies, or direct suit against the delinquent Customer.

## **SECTION 12. DISCONNECTION OF SERVICE**

### 1. By Customer Request

Customer disconnection requests must be given to the District in advance, after which the District may disconnect Service at any time within the next three business days. The Customer is responsible for all Service supplied until disconnection.

2. By the District

Service may be disconnected at any time by the District for any of the following reasons:

- a. Failure to comply with District Service Policies or standards.
- b. Material misrepresentation or omission when applying for Service.
- c. Nonpayment of bills or any other outstanding balances.
- d. Utilizing Service beyond the rate schedule originally applied for, without approval of the District.
- e. An increase in load not approved by the District, which may result in damage to District equipment.
- f. Tampering with the District's property, including unauthorized connections or meter tampering.
- g. Customer facilities that present a safety hazard or that fail to comply with other applicable codes and regulations.
- h. Failure to provide reasonable clear, safe access to the District's equipment for employees or their agents.
- i. Use of equipment which adversely affects the District's Service to other Customers.
- j. Threatening or abusive behavior by a Customer toward District staff, other Customers or District contractors.

Delay or omission by the District to enforce these rules at any time will not be a waiver of its right to disconnect.

Advance Notice will be given to the Customer before disconnection, except in the case of danger to life, health or safety; unauthorized connection; tampering; or other unsafe or unauthorized conditions.

Special consideration will be given when disconnecting Customers who have proven disconnection of Service will be dangerous to health.

Disconnection of Service does not necessarily terminate the Service Agreement. The District's right to disconnect Service and to cancel or terminate the agreement are in addition to its other rights and remedies at law or in equity.

The District will schedule restoration of Service after the reason(s) for disconnection have been resolved.

The District will not be liable for any loss or damage incurred by the Customer as a result of disconnection of Service for any of the above reasons.

### **SECTION 13. RECONNECTION OF ELECTRIC SERVICES DISCONNECTED FOR MORE THAN 12 MONTHS**

Prior to reconnection of Service that has been disconnected for more than 12 months, the Customer must apply for Service as required in this policy and must obtain an electric safe wiring permit and approved inspection by the authority having jurisdiction.

### **SECTION 14. CUSTOMER RESPONSIBILITIES**

The Customer applying for Service will be responsible for the design, installation, ownership and maintenance of all facilities on the Customer's side of the Point of Delivery, except for the District's meter(s) in a Customer provided meter installation.

In the event the Customer constructs permanent structures over, across, or under the District's facilities after their original installation so that the District's ability to safely operate and access such facilities is impaired, the Customer will be responsible for the added cost of maintenance, repair, and/or relocation of those facilities.

The Customer will be responsible for providing the District access to Customer owned equipment when necessary.

The Customer must consult with the District prior to any Service installation. The Customer will install their Service at a Point of Delivery approved by the District. Such Service entrance facilities will meet all applicable codes, ordinances and District specifications. Customer will provide a structurally sound point of attachment for the District's Service conductors at a location that will provide Service conductor clearances required by applicable electrical code or ordinance. Drawings of the typical Service entrances are available from the District, illustrating points of delivery and other general requirements.

At the Customer's request, the District may provide and install new or replacement Customer-owned utility poles, together with necessary guys and anchors. Customers will pay the estimated cost for this work in advance.

For Services on meter poles, the Customer will provide permanent access for District Service trucks to the meter pole.

The Customer is responsible for providing devices adequate to protect their equipment from abnormal operating conditions, including but not limited to high and low voltage, overcurrent, and single phasing.

If Customer equipment causes voltage or current fluctuations outside of normal limits, the District will require the Customer to provide, at their own expense, protective devices or equipment that will limit such fluctuations. The District may refuse to connect Service or continue existing Service to a Customer if the Service will adversely affect the District or other Customers.

The District will not be held liable for any loss, injury, or damage to property or persons resulting from defects in or the use of the Customer's electrical equipment beyond the Point of Delivery.

Customers must notify the District before increasing their historical load by twenty-five percent or more as recorded by the District. The Customer will be financially responsible for any damage incurred by the District for failing to notify.

Customers experiencing an outage or Service issues may be asked to check for basic problems with their equipment. If, at the Customer's request, District personnel are dispatched and the trouble is found to be in the Customer's equipment, the Customer may be charged a fee.

#### **SECTION 15. DISTRICT PROPERTY**

Unless otherwise agreed, all equipment and facilities furnished by the District will remain property of the District, regardless of any Customer contribution, and may be removed by the District upon termination of Service. The Customer will exercise reasonable care to protect the District's facilities. In the event of loss or damage to the District's facilities arising from neglect, carelessness, or misuse, the cost of necessary repairs or replacement will be paid by the Customer, their agent, or the responsible party.

## **SECTION 16. GENERAL FACILITIES**

### **1. PERMITS**

Before construction of any extension or installation of facilities by the District, the District may require evidence of approval for construction from applicable governing agencies and a legal right to use or occupy the Premises.

Prior to connection of Customer's facilities to District's Service, the Customer or their electrical contractor must obtain an electrical permit, inspection, and approval by the authority having jurisdiction.

### **2. FACILITY CHARGE**

The Customer will be required to pay any facility construction costs, or costs for relocation of District facilities, prior to construction being scheduled, unless otherwise agreed. District maintenance and other planned work may reduce the amount of the Customer's contribution.

Any change or modification of the Customer's initial Service requirements may result in a change of the Customer's facility charge.

When the applicant for Service requires more than one installation at the same location, i.e., Temporary Service and Permanent Service, or installations to separate points of delivery, each installation shall be considered a separate Service and the applicable fees will apply to each.

If the facilities charge is not paid within 12 months of billing, the District reserves the right to adjust to current costs.

A reduction in facility charge resulting from a change order will be refunded upon completion of construction.

### **3. PROPERTY DEVELOPMENT**

The developer will provide the District with site plans including final grade and other utility systems within the subdivision so that the planning and coordination of facilities can be made.

The developer will provide acceptable right of way on the property for the construction, operation, and maintenance of District facilities. The developer will remove or trim trees and vegetation to meet District requirements and will provide permanent access to District facilities, including truck access to poles.

The developer must furnish final grade plan before the District's facilities will be installed.

Changes to the District design or installed facilities due to variations to the site plan, specifications and grade will be made by the District at the developer's expense.

The District will design, install and maintain its facilities necessary to serve the property. Prior to scheduling construction, the developer will pay the estimated cost of District facilities.

Sufficient notice will be given the District so that it can plan the facility installation. All phases of the development are to be coordinated with the District in order to properly schedule the work.

#### 4. OCEAN SHORES FACILITIES

##### a. Line Extension Fee

For residential, underground single-phase Service up to 400 amps, the District will extend Service facilities to a District designated lot corner upon payment of the Ocean Shores Line Extension Fee per Rate Schedule 100. This is a one time per lot charge not subject to adjustment for added Customers.

##### b. Underground Service Fee

In addition, for new permanent, residential single-phase Services from 200 to 400 amps, underground facilities from the lot corner to the meter base will be designed and installed upon payment of the Ocean Shores Underground Service Fee per Rate Schedule 100.

#### 5. POINT OF DELIVERY

For single occupancy buildings, the Customer may obtain from the District representative the applicable drawing illustrating the general requirements for the proposed installation. There will be no more than one Point of Delivery for each building or facility except by special permission from the District and the State or City electrical inspector. The District will arrange with the Customer for the location of the Service, but generally it will be located on the third of the building nearest District facilities.

Multiple occupancy buildings of six units or less will be served at one Point of Delivery. Multiple occupancy buildings of more than six units may be allowed more than one Point of Delivery, subject to approval by State or City electrical inspector.

For camping clubs, campgrounds and recreational vehicle parks, only one meter will be allowed for each transformer location, except for a swimming pool, clubhouse, or other similar facilities.

The Point of Delivery for various installations will be located per one of the following:

- a. For overhead Service, the Point of Delivery will be at the Customer's conduit weather head. The District will furnish and install the connectors.
- b. For permanent underground Services of 200 to 400 ampere capacity the Point of Delivery will be at the line terminals of the meter socket. The Customer will install, own, and maintain the meter socket, main panel, and associated entrance conduit.
- c. Underground Services below 200 ampere capacity will be installed, owned, and maintained by the Customer. The Point of Delivery will be at the District's Secondary pedestal or pad-mount transformer Secondary terminals.
- d. For underground Service greater than 400 ampere capacity, the Point of Delivery will be at the pedestal or transformer Secondary terminals as designated by the District. The District will furnish, install, and maintain the terminal connectors. As determined by the District it may be required to install a District provided metering enclosure at the Customer's expense. In this case, the Point of Delivery will be at the Secondary terminals in the metering enclosure.
- e. For Service to a Customer owned Primary system, the Point of Delivery will be the line side terminals of a Customer owned and operated disconnect. The District will install, own, operate and maintain all facilities up to the Customer owned disconnect. The Customer will install, own, operate and maintain the facilities beyond the Point of Delivery with qualified personnel.

## 6. ELECTRICAL SERVICE DETAILS

Please reference the District's Meter Handbook for details on available service voltages, metering, submetering, net metering and related details.

## 7. MULTIPLE OCCUPANCY BUILDING UNIT IDENTIFICATION REQUIREMENTS

Prior to final Service connections to individually metered units, the owner will provide the District with the correct building and unit addresses on a copy of the final plans. The owner will also identify the meter sockets with a permanent label including the unit number or type

of house load served. Permanent label will be raised, durable and of a type acceptable by the District.

After Service connection, the owner must notify the District in writing of any changes in building address or unit identification. The owner may be billed for the District's cost to reidentify meters and change billing records.

#### 8. SYSTEM CAPACITY COST

The District provides System Capacity, measured in kVA, to each Customer and Premise it serves. The capacity requirement and costs will be determined by the District. New and altered Services will be charged an appropriate capacity cost.

#### 9. ADDING CUSTOMERS TO EXISTING FACILITIES

The District reserves the right, and the Customer agrees to cooperate with the District, to connect additional Customers to District facilities.

Customers may receive a prorated refund if additional Customers connect to their original line extension. Adjustments, when applicable, will be determined on the basis of proportionate time remaining of the five (5) years from the installation of the original facilities and that portion of the original facilities required to serve additional Customers.

### **SECTION 17. UNDERGROUND FACILITIES**

#### 1. General

Underground systems will be designed with buried continuous conduit. All conduit, cables and other facilities to serve the Customer will be installed and owned by the District at the Customer's expense.

The Customer applying for Service will coordinate with the District to determine whether the District, the Customer, or Customer's contractor will perform trenching and backfilling. The Customer is responsible for all restoration on private property at their expense.

All work not within private property will be performed by the District.

#### 2. Area Conversion of Overhead Facilities

Conversions of existing overhead facilities to underground involve a wide range of factors and requests will be considered individually by the District. Conversion areas must be large enough to be economically feasible.

The District will require payment in advance to offset the retirement value of the overhead facilities and the estimated costs for the new facilities.

The property owners served by the converted facilities are responsible for the costs. This may be accomplished by means of a Local Improvement District or similar entity. Individual owners will make the necessary changes in Service entrance equipment to accept the underground Service at their expense.

### 3. Individual Service Conversion of Overhead Facilities

The Customer will provide the necessary changes in the Service entrance equipment to accept the underground Service. The Customer will pay in advance the estimated conversion costs and any retirement value of the overhead facilities.

## **SECTION 18. ACCESS**

The District reserves the right to access the Customer's property at all times to operate and maintain its facilities.

If entry to the property is limited by a locking device, the Customer will be required to allow access by use of a District key.

If the Customer obstructs access to the District's facilities, the Customer will remove the obstruction or be responsible for the cost to maintain, repair, relocate, or replace the facilities.

## **SECTION 19. DISTRICT OUTAGES**

Service may be subject to interruption or fluctuation. The District assumes no liability when caused by any of the following:

1. Any causes beyond the District's reasonable control including, but not limited to fire, weather, power supply events external to the District, equipment deterioration or failure, law enforcement, and acts or omissions of third parties.
2. Necessary work on the District's electrical system and related operational decisions. Impact to Customers will be considered when scheduling such work.
3. Actions may be taken by the District to conserve electrical Energy at time of anticipated deficiency of resources. Such actions by the District may be taken when a regional deficiency exists, or if the District deems it essential to maintaining the integrity of its system or its ability to provide a power supply.

Emergency or other standby Service will not be supplied by the District except under special contract specifying the rates, terms, and conditions governing such Service.

## **SECTION 20. VEGETATION MANAGEMENT & TREE TRIMMING**

The District's vegetation management program promotes safety and reliable service. The District will cut or remove vegetation that may pose a risk to life, health and safety, is a hazard to its facilities, or is unlawful for an otherwise qualified contractor to remove. We reserve the right to refuse to remove any tree that may be safely removed by a qualified tree worker.

Trimming for Services to Customers's weatherhead is the responsibility of the Customer, unless otherwise arranged with the District. The Customer must contact the District for a free consultation before beginning any such vegetation work.

Please reference the District's vegetation management program for further details.

## **SECTION 21. TEMPORARY REMOVAL OF DISTRICT FACILITIES**

Customers or their contractors working near the District's wire or facilities are required to contact the District for a safety consultation prior to scheduling any work.

Customers performing work that requires the District to temporarily remove, relocate, disconnect, or otherwise alter its facilities to provide clearance may be required to pay in advance the associated costs as determined by the District.

The District will not generally charge for temporary disconnection, removal or covering of District Service conductors to Customer's facilities when work is scheduled in advance and performed during normal business hours.

When a Customer rewires their Residence, the District may allow the old Service entrance and meter to remain in service after a new Service has been installed for a period not to exceed 14 calendar days for the convenience of the Customer to enable the Customer to transfer their circuits to the new Service entrance.