

**Public Utility District No. 1
of Pend Oreille County**

Electric Service, Rates and Credit Policy



Effective August 19, 2025

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1 Introduction

1.1 Purpose and Scope

The purpose of this Electric Service, Rates and Credit Policy (“Policy”) is to set forth the terms and conditions of Public Utility District No. 1 of Pend Oreille County (the “PUD”)’s provision of electrical service to its customers.

1.2 Consistency with Applicable Laws and Regulations

This Policy shall be administered and construed consistent with all then-applicable laws, regulations, or orders, and nothing in this Policy shall be administered or construed inconsistent with any then-applicable laws, regulations, or orders. The PUD will endeavor to update this Policy as often as possible to reflect any changes in applicable laws, regulations, or orders. In the event a question or dispute arises regarding the subject matter of this Policy which requires its interpretation or construction, the issue will be first resolved by the PUD ’s Customer Service Manager, and second and finally by the PUD’s General Manager.

1.3 Updates to this Policy

This Policy may be revised, amended, deleted, or otherwise changed at any time by action of the PUD’s Board of Commissioners (“Board”). Such actions shall cancel and supersede all previous versions of this Policy and the terms, conditions, rules, and regulations contained therein.

2 About Pend Oreille PUD

The voters of the State of Washington authorized the creation of Public Utility Districts by passing Initiative 1 in 1930, which was spearheaded by the granges in order to electrify rural areas. The law reads, “The purpose of this act is to authorize the establishment of public utility districts to conserve the water and power resources of the State of Washington for the benefit of the people thereof, and to supply public utility service, including water and electricity for all uses.”

Public Utility District No. 1 of Pend Oreille County was formed by the people of Pend Oreille County in 1936. The PUD provides electric, water, and wholesale broadband services. The PUD is governed by a three-member Board of Commissioners, elected in staggered six-year terms from three districts within the county, which sets policy and appoints a General Manager who is the chief administrative officer of the PUD. The Board has broad ratemaking authority to meet its obligation to ensure adequate revenues.

The Board typically meets in the morning on the first and third Tuesdays of each month in Newport, and on any fifth Tuesday of the month at Box Canyon Dam. The District also typically holds two evening town-hall meetings per year, and holds special meetings as needed. The public is encouraged to attend all Board meetings. Please check the PUD’s website (popud.org) or call 509-447-3137 to verify the time, date, and agenda of the next meeting.

3 Establishing Electrical Service

3.1 Application Information

Customers may apply for service at the PUD's offices located in Newport or at Box Canyon Dam. Applications may also be found on the PUD's website at www.popud.org. Completed applications can be returned by mail, email, fax, or in-person.

Each prospective customer requesting a new account or changes to an existing account for electric service shall furnish the PUD all required information, including but not limited to: the customer's name and contact information; business name and corporate or partnership information (if applicable); proof of identity; service address; mailing address; proof of right to occupy the premises (deed, lease, ownership agreement, or other documentation that gives the PUD a reasonable basis to establish a new service in the customer's name, including photo identification that includes the service address); credit information; and load, voltage, phase, and the manner in which power will be utilized.

3.2 Customer Social Security Numbers

As part of the PUD's Identity Theft Prevention program that is required by law and approved by the Board, the PUD uses Social Security Numbers ("SSNs") to validate the identity of customers who open accounts. Customer SSNs are maintained in a secure environment. Customers wishing to use other government-issued identification are welcome to apply for service in person at the PUD's offices.

3.3 Security Deposits

3.3.1 Residential and Irrigation Accounts

A security deposit may be required of all customers. The deposit amount is based upon prior credit history and usage and is determined at the discretion of the PUD. If the account is kept in good standing for a minimum period of one year, the security deposit will be credited to the account. Interest will not be paid on security deposits.

At the discretion of the PUD, should an established account's credit become unsatisfactory, a security deposit will be required. If a deposit is required due to an unsatisfactory credit assessment, a customer has the right to disclosure of their credit report due to the fact that adverse action was taken because of the contents of their credit report. The fact that adverse action, in the form of a deposit or denial of electric service, has been taken entitles the customer to a copy of their credit report free of charge by writing to the applicable credit bureau within 60 days from the date the adverse action was taken and requesting a copy.

3.3.2 Commercial Accounts

A deposit will be required on all new commercial accounts. The minimum deposit amount is equal to two months of average usage based on the previous 24-month period. If the business has no previous usage, the history of a similar business will be used. Deposit amounts are determined at the discretion of the PUD, and may be modified from time to time based on usage and payment history. Deposits will be held for a minimum period of two years. If the account is kept in good standing for a minimum period of two years, the security deposit may be credited to the account at the PUD's discretion. Interest will not be paid on security deposits. If a commercial customer has existing accounts in the same business name held in good standing the PUD, at its discretion, may waive the commercial deposit requirement.

At the discretion of the PUD, should an established account's credit become unsatisfactory, a security deposit will be required.

3.3.3 Standard Industrial and Large Industrial Accounts

A deposit will be required on all standard and large industrial accounts. Standard and large industrial accounts may also be subject to additional collateral requirements set by negotiated contract. The amount and form of such collateral shall be determined by the PUD in its sole discretion to ensure the PUD is fully protected and the risks presented by the customer's presence are fully mitigated. In no event shall the customer's deposit be less than the sum of the two (2) highest months of total expected monthly charges to the customer based on the customer's scheduled load. Interest will not be paid on security deposits.

3.4 *Reconnection of Service After Vacancy*

When an application for service is received for a location where electric service has been disconnected between occupants, the property owner or owner's authorized agent will be asked to approve connection of electric service for the applicant in order to ensure that it is safe to do so. Service will not be started if the owner or owner's authorized agent does not grant approval to connect electric service. The PUD may require the owner or owner's authorized agent to provide proof of ownership or proof of authority to act in this regard.

The PUD will not connect a new or previously connected service that has been disconnected for greater than 18 months, or disconnected due to damage or hazardous conditions, without approval from the Washington State Department of Labor and Industries ("L&I") or other appropriate government authority.

3.5 *Unpaid Balances*

The PUD requires customers to make payment arrangements covering any unpaid balances from previous account(s) in that customer's name as a precondition to establishing a new account. If the payment arrangement is not honored, or if the current account becomes past due, the full balance of the inactive account will be due immediately.

3.6 *Joint Account Holders*

Where two or more persons join in one application for electric service, such persons shall be jointly and severally liable and shall be billed by means of a single periodic bill mailed to the primary applicant.

3.7 *Change of Occupancy*

Applicant has five (5) business days after occupying the premises to provide all necessary application information, or service will be disconnected.

It is the customer's responsibility to notify the PUD when they have moved from the premises and are no longer using electric service at that location. The outgoing customer will be held responsible for all electric service supplied until such notice has been received by the PUD.

3.8 *Deceased Account Holders*

When an account holder deceases, the account should be transferred to a living occupant as soon as possible. When notified of a deceased account holder, the PUD will attempt to work with appropriate persons to effectuate account transfers. If probate has been opened, the PUD may work with the duly authorized personal representative or administrator upon presentment of letters testamentary or other court orders.

3.9 Rate Schedules

The PUD's rate schedules, including availability criteria and additional terms of service, are attached at Appendix C. The PUD retains sole authority to determine which rate schedule is applicable to each customer account, and may change a customer's rate classification in the PUD's sole discretion. The PUD may, in its discretion, determine whether multiple accounts held by the same customer are treated as a single account or multiple accounts for purposes of determining which rate schedule applies. The PUD may, at any time, add, remove, modify, or amend the rate schedules, including but not limited to the availability criteria, rates, charges, and terms of service for each rate schedule.

4 Line Extensions and Equipment Ownership

4.1 Line Extensions

All new electrical services, including any modified or upgraded services or extensions, must be made by application to the PUD pursuant to the PUD's Utility Extension Manual.

4.2 Point of Delivery and Equipment Ownership

The Point of Delivery is that point on the customer's premises (or other agreed point) where the electric facilities of the PUD and customer are connected. Unless otherwise agreed between the PUD and customer, the Point of Delivery shall be at the PUD's entrance to the meter base. All wiring and equipment beyond this point of delivery shall be installed and maintained by the customer. It shall be the responsibility of the customer or their electrical contractor to advise the PUD of their service requirements in advance of installing the service equipment and to make sure that the location is acceptable to the PUD.

The use of electric energy on the customer's premises is at the customer's sole risk, and the PUD's liability shall cease at the point of delivery.

4.3 Delivery Voltage

Power and energy shall be delivered to each customer at such point or points and such voltage or voltages as are agreed upon by the PUD and the customer. If service is rendered to a customer at more than one Point of Delivery, the amount of the charge for each power delivery shall be computed separately under the applicable rate schedule unless otherwise specifically provided in a contract in cases where:

- a) Delivery at more than one point is advantageous to the PUD; and
- b) The flow of power at the several points of delivery is reasonably beyond the control of the customer.

Delivery at more than one voltage shall constitute delivery at more than one point.

5 Privacy Waiver

As required by the Federal Privacy Act, the PUD does not disclose customer account information without customer consent.

When the account is a rental property, it makes it difficult, and often expensive, for landlords in the event that the PUD must disconnect electrical service. If the landlord wishes to have an account established in the tenant's name, the landlord shall be responsible until the tenant has applied for and made the necessary arrangements for service.

The landlord and tenant may elect to sign a Privacy Waiver, Release and Consent Form and provide a copy of the signed form to the PUD. With a Privacy Waiver, Release and Consent Form on file, the PUD will be able to contact the landlord regarding the tenant's electrical account.

6 Billing and Payment

6.1 Billing Practices

Bills will be processed on the last business day of each month. Bills are sent by first-class mail from St. Louis, Missouri, or via email upon customer request, and are due and payable upon receipt, and considered delinquent after the 20th of each month. On the 25th day of each month, a Late Fee will be assessed on all accounts with a missed payment or past due balances.

6.2 Tax Adjustments

The amount of tax levied by any city or town in accordance with RCW 54.28.070 will be added to invoices of applicable customers for electricity sold within the limits of any such city or town.

6.3 How to Pay Your Utility Bill

- Pay Online using SmartHub, the PUD's free online account management system.
 - Register at <http://popud.smarthub.coop> or download the SmartHub app on your mobile device.
 - To register you will need the last name on the account, the account number and an email address.
- Enroll in Auto Pay for an automatic withdrawal from your checking account or credit card; enroll through your SmartHub account.
- Pay Online using the Quick Pay option at <https://popud.smarthub.coop/PayNow.html>. No registration needed.
- Pay by Phone by calling 1-844-971-1058, available 24 hours a day.
- Mail payment to P.O. Box 190 Newport, WA 99156.
- Pay in person at 130 N. Washington Avenue, Newport, WA 99156, open daily Monday - Thursday 7:00 a.m. to 5:30 p.m. or at Box Canyon Visitor Center at 7492 Hwy 31 Lone, WA 99139, a payment kiosk is available 24 hours a day.

Forms of payment accepted: Cash*, Check, Money Orders, Visa or MasterCard

*Cash is defined as currency, coin, money orders or cashier's checks. The PUD will report cash payments of \$10,000 or more to the Internal Revenue Service by filing IRS Form 8300.

6.4 Billing Adjustments

In the event of an error in billing, such as equipment failure or employee recording error, the PUD will make an adjustment to the billing on the basis of the best information available. When an underbilling or overbilling of an account occurs, the PUD shall provide the customer with notice of the circumstances and a corrected bill.

All adjustments will be for a period of no more than three (3) years except as approved by the PUD's General Manager. In cases where an underbilling is the result of tampering or false or inaccurate information provided or procured by the customer, this limitation shall not apply.

When a customer is required to pay for an underbilling due to a PUD error, the customer may enter into a payment arrangement at the General Manager's discretion.

Under-billings may be waived at the General Manager's discretion when the cost of recovery makes it uneconomical.

7 Metering Practices

7.1 Meter Reads

Meters are read monthly, either by PUD personnel or electronically. If no reading is recorded, an estimated bill will be calculated based upon previous usage. Due to holidays and weekends, the number of days in each billing cycle may vary.

7.2 Meter Accessibility

Enclosing meter bases in enclosed porches, buildings, or other structures is prohibited. A clear path to the meter and a 3-foot clearance around the meter must be maintained to allow PUD access for reading and maintenance. Customers are responsible for keeping their meters accessible and clear from debris, landscaping or vegetation.

7.3 Advanced Meter Opt-Out

Residential single-phase customers who desire not to have an advanced meter may apply to Opt-Out. To Opt-Out, the customer must complete the Advanced Meter Opt-Out form. The Opt-Out form must be signed by the property owner(s).

A one-time Field Service Fee and a monthly Opt-Out fee as listed in the Schedule of Administrative Charges will be applied to the customer's bill to cover the costs of installing a new meter and manual meter reads four times per year. The read will be estimated for months when a manual read is not performed, which estimate will be identified on the customer's monthly bill.

The PUD will return the service to an advanced meter at its discretion after the customer moves, or the service transfers into another customer name.

A customer is ineligible to Opt-Out, or the customer's Opt-Out status can be revoked if:

- Safe and convenient access to read the meter is prevented by customer.
- A customer is disconnected for non-payment. After paying on time for one (1) year, the customer may qualify for the Opt-Out program.
- A customer is found to have committed illegal modifications to their meter, including but not limited to, unauthorized power diversion.
- The service is net-metered, a three-phase service, has a CT meter, or is larger than a 400amp service.

8 Energy Assistance Programs

8.1 Neighbors-in-Need Grants

The PUD offers Neighbors-in-Need (NIN) grants to residential customers who are having financial hardship and need emergency energy assistance based on the following criteria:

- Electric service must be in the name of the Applicant and be the primary residence of the Applicant.
- Total household combined income from all sources, shall be no higher than the greater of 80% of area median household income (AMI) or 200% of the federally established poverty level, adjusted for household size, for the prior calendar year.
- Applicant must pay a co-pay to bring the account balance current or a minimum of \$50 to show good faith in accepting the grant.
- Applicant must submit a completed and signed application to the PUD along with necessary income verification documentation for approval.

Qualifying applicants will receive a maximum of a \$250.00 grant or the total amount owed (prior to copay), whichever is less. Grants are applied to customers' accounts in the form of a credit. Grants will NOT cover reconnect fees, collection fees, or security deposits.

Neighbors-in-Need Grants are awarded a maximum of one time per household every two years.

Customers can make a tax-deductible donation to the Neighbors-in-Need program when paying their electric bill. Customers can also join "Operation Round Up" to round up their bill to the nearest whole dollar each month or use the designated space on a billing statement for a contribution. One-time donations can be made online through SmartHub by clicking on "Billing & Payments" and then "Round Up."

8.2 Low-Income Discounts

As authorized under Resolution 1498, the PUD offers a Low-Income Senior Discount and a Low-Income Veterans Discount to qualified customers. Qualifying applicants will receive a \$10.00 monthly Service Availability Charge discount. Each customer is eligible for only one Low-Income Discount.

Low-Income Senior Discount eligibility is based on the following criteria:

- Applicant must be 65 years of age or older at the time of application.
- Utility service must be in the name of Applicant and the primary residence of the Applicant.
- Total household combined income from all sources, shall be no higher than the greater of 80% of area median household income (AMI) or 200% of the federally established poverty level, adjusted for household size, for the prior calendar year.

Low-Income Veteran Discount eligibility is based on the following criteria:

- Applicant must be an honorably discharged United States military veteran.
- Utility service must be in the name of Applicant and the primary residence of the Applicant.
- Total household combined income from all sources, shall be no higher than the greater of 80% of area median household income (AMI) or 200% of the federally established poverty level, adjusted for household size, for the prior calendar year.

8.3 Budget Payment Plan

The PUD offers a program for Residential customers called Budget Billing, or Budget Payment Plan. This allows customers to pay the same amount each month.

- Residential customers who have had service at the same location for a minimum of twelve months may elect to enroll in Budget Billing.
- Budget payment plan enrollment is offered once each year in June. The amount that will be billed each month will be based upon the estimated annual billing, and will be printed on the customer's May bill.
- Payment is required each month. Budget payments either missed or not paid in-full will be assessed a Late Fee. The account may be removed from the plan if payments are missed.
- The Budget Payment Plan is a way to even out customer payments throughout the year. It is not a discount or savings. The meter is read every month and the customer is billed for the power used. The actual balance or credit will be printed on the billing statement each month.
- At the end of the budget year, any remaining balances, due to over/under estimating of the annual billing, will be added to or subtracted from the next year's budget estimate.
- If the customer closes the account or transfers service, the final balance on the account will be owed. If there is a credit, the balance will be refunded.

Residential customers whose total household combined income from all sources is 150% of the Federal Poverty Level or less for the prior calendar year can enroll in Budget Billing at any time during the year and the twelve-month minimum occupancy requirement will be waived.

Please call the PUD's Customer Service Representatives at 509-447-3137 to enroll.

9 Energy Conservation Programs

The PUD offers energy conservation incentives based on funding availability. Please check the PUD website or contact the PUD's Customer Service Manager for current information.

10 Disconnection, Reconnection and Transfer of Electrical Service

10.1 Customer-Requested Disconnection Process and Notifications

The PUD requires a minimum of 24-hour notice for all customer-requested reconnects, disconnects, or transfers of service. Reconnection and disconnection of service is processed Monday through Thursday between the hours of 7:00 a.m. and 4:00 p.m.

If the PUD has been notified that a tenant resides at the service address, the PUD will make a good-faith and reasonable effort to provide written or posted notice to the service address of pending disconnection at least seven calendar days prior to disconnection. The purpose of this notice is to provide any affected tenant an opportunity to resolve the issue with his or her landlord or to arrange for continued service. If requested, the PUD will provide electric power services to an affected tenant on the same terms and conditions as other PUD customers, provided the tenant is able to timely meet the requirements of establishing a new account (i.e., complete application, security deposit, etc.).

A customer desiring suspension or termination of electrical service will be relieved of further payments for minimum charges upon proper notification to the PUD. The meter may be removed, and a closing

bill will be forwarded to customer. A Service Reconnection Fee will be charged for reconnecting service to this customer or a new customer taking over the service. If a service is disconnected for 18 months or more, the PUD will require a new Washington State Department of Labor and Industries meter base inspection in addition to the Service Reconnection Fee before the service will be reconnected.

Temporary service disconnection of less than 30 days for purposes such as tree removal or repair of customer's electrical system will be performed as a courtesy.

10.2 *Disconnection by the PUD*

The PUD may disconnect a customer's electric service for good cause, including but not limited to the following:

1. Violation of the PUD's service requirements or regulations (including this Policy), rate schedules, contracts, or electrical codes;
2. Failure to provide safe, clear access and entry to customer premises to PUD employees and agents for service-related work, including but not limited for the purpose of reading meters, performance of necessary maintenance, or testing, inspection, installation, or removal of PUD equipment and facilities;
3. A hazardous condition is present in the customer's facilities or in the PUD's facilities serving the customer;
4. Failure to pay fees or deposits;
5. A payment that was received after a disconnect notice was given is dishonored or reversed;
6. Theft or illegal electrical current diversion;
7. No living person has an active account for service at the premises; or
8. A customer/occupant of a residence repeatedly or severely harasses PUD employees, vendors, contractors, or agents.

Except in cases where a hazardous condition exists that endangers life or property, the PUD will, prior to disconnecting service under this section, issue the customer a notice of the PUD's intent to disconnect service, identifying the basis for the disconnection and the date on which disconnection will occur if customer does not timely request a hearing or corrective action is not taken. If the customer wishes to dispute the basis for disconnection, the customer may request a hearing with the PUD's designated hearings officer. A request for hearing must be received by the PUD within ten (10) business days after the date of the disconnection notice. Requests for hearings must be made in accordance with Section 17 of this Policy.

If customer does not timely request a hearing or take the required corrective action, or the dispute is not resolved in customer's favor following a hearing, service will be discontinued at the approximate date stated in the disconnection notice, or within five (5) business days following the hearing officer's decision. Disconnections are normally made Monday through Thursday between the hours of 7:00 a.m. and 4:00 p.m.

10.3 *Winter Weather Disconnection Moratorium*

During the winter months customers may qualify for the Winter Weather Moratorium, which is a payment plan that defers part of the winter bills to the summer months. Households are eligible for the moratorium if family income is at or below 125% of the established poverty level adjusted for family size.

You may qualify for protection from disconnection for non-payment of electric service from November 15 through March 15 under RCW 54.16.285. To be protected under the law, you must:

1. Notify the Customer Service Department no later than five days after receiving an overdue notice.

2. Pick up a PUD provided document from the Customer Service Department that must be completed and signed by an authorized employee of Rural Resources, and return to the PUD's Customer Service Department. That document must disclose that:
 - A. Your household income does not exceed the maximum allowed for eligibility under the Washington State plan for low-income energy assistance of 125 percent (125%) of Federal Poverty Guidelines and provides a dollar figure specifying the amount that equals 7 percent (7%) of your monthly household income.
 - B. B. You have applied for low-income energy assistance from either a government or private source.
 - C. C. You have applied for low-income weatherization assistance through the PUD, or other appropriate agency, if applicable.
 - D. D. Certify that any energy assistance payment received by you will be paid to the PUD.
3. Enter into and maintain a payment plan that will make your account current by the next October 15. You may not be required to pay more than an amount equal to seven percent (7%) of your certified monthly household income plus one-twelfth (1/12) of any past due balance accrued from the date application is made between November 15 and March 15. However, you may agree to pay more during that period. Should you enter into such a payment plan and fail to pay as agreed, your service will be disconnected.
4. Agree to pay all owing, even if you move.

10.4 Extreme Heat Law, House Bill 1329

Washington State law (ESHB 1329) prohibits utilities from disconnecting electric or water customers for nonpayment on days for which the National Weather Service has issued or has announced it intends to issue a heat-related alert, and allows customers currently disconnected to request reconnection on such days. The PUD may require a customer seeking reconnection to enter into and maintain a payment plan. In order to request reconnection on a qualifying day, please contact the PUD's Customer Service staff at 509-447-3137.

11 Credit and Collections for Delinquent Accounts

11.1 General Provisions

The PUD, in administering this Policy, will take necessary steps, actions, and proceedings as permitted by law for enforcement and collection of all fees, billings, or other charges. All bills or invoices are due and payable upon receipt and are delinquent 20 days after the billing date. Failure to receive a bill will not release the customer from obligation of payment. In addition to the PUD's rights to disconnect service under Section 10.2 of this Policy, the PUD may refuse to connect or may disconnect electric service when an account is delinquent.

Disconnection of electric service for any reason does not release the customer from the obligation to pay for energy received or charges specified in this Policy or any existing contract. The PUD will not reconnect such services until compliance with this Policy is assured and delinquent amounts, with reasonable penalties and charges for restoration of electric service, and necessary security deposits or other payment guarantees, have been paid in full or satisfactory arrangements have been made with the PUD. A shortened notice and payment period, and special payment security provisions, may be implemented by agreement between the PUD and a customer under special circumstances.

11.2 **Payment Arrangements**

When an account has become delinquent, the PUD will make reasonable efforts to communicate with the customer prior to disconnection of service, and will make reasonable efforts to put the customer on a payment plan. Payment arrangements are generally no longer than six months, and require the customer to pay the current month's bill, plus an additional amount on the outstanding balance, plus a monthly Late Fee on the outstanding balance.

11.3 **Collection Events**

A bill that is unpaid 20 days after billing is considered past due. At that time, the PUD may begin collection and/or termination of service procedures as follows:

1. A reminder notice in the form of an automated phone call and/or email will be issued to the customer.
2. If any portion of the bill is unpaid 20 days after billing, a Late Fee may be assessed.
3. If satisfactory arrangements for payment are not made, a disconnection notice will be issued to the customer, identifying the date on which disconnection will occur if payment arrangements are not timely made. The disconnection notice, which includes the address and phone number where arrangements for payment may be made or disputes resolved, is printed in the message block on the customer's monthly billing statement. The customer may seek to resolve the dispute through the process described in Section 17 of this Policy.
4. Service will be discontinued at the approximate date stated in the disconnection of service notice if satisfactory credit arrangements are not made. Disconnects are normally made between the hours of 7:00 a.m. and 4:00 p.m.
5. In the event action is taken by the PUD to collect any delinquency in payment, venue shall rest in Pend Oreille County, Washington, and the applicant(s) agree(s) to pay, in addition to all amounts found due, interest thereon at the highest rate permitted by law from the date of such delinquency, a reasonable sum as attorney fees, plus costs of any such action.

In order to service your account or to collect any amounts you may owe, we may contact you by telephone or text message at any telephone number associated with your account, which could result in charges to you. We may also contact you by sending emails, using any email address you provide us. Methods of contact may include using pre-recorded or artificial voice messages and/or the use of automatic dialing device, as applicable.

11.4 **Collections of Unpaid Closed Accounts**

Unpaid closed accounts and unpaid miscellaneous accounts are referred to an agency for collection. In accordance with RCW 19.16.500, agency fees are payable by the customer. The PUD may provide customer account information to the collection agency for purposes of collecting past-due amounts.

11.5 **Setoff Between Multiple Accounts**

By accepting or continuing electrical service under this Policy, each customer agrees that the PUD may setoff amounts owed by such customer between various accounts maintained by that customer.

12 Customer Electrical Installations

12.1 *General Provisions*

Each customer is responsible for following all applicable electrical safety codes and standards of construction. The PUD reserves the right to review the customer's plan or service prior to construction or change of facilities. It is the customer's responsibility to provide suitable protection equipment such as fuses, circuit breakers, and relays to adequately protect the customer's equipment.

The customer assumes all liability and responsibility for any loss or damage resulting from defects in the customer's electrical installation or from accidents that may occur on the customer's property.

The PUD, at its discretion, may require a new Washington State Department of Labor and Industries inspection at any time to ensure compliance with applicable safety and electrical codes.

In making application for service, each customer agrees to grant the PUD, or its contractor, permission to locate and maintain all necessary electrical and/or communications facilities on or across the listed premises. As a condition of receiving service, the customer will allow and facilitate access to meters by PUD personnel and agrees to locate all meters in accessible locations. The customer also agrees to allow PUD personnel access to all service lines.

12.2 *Customer Owned Generators*

All backup generator installations should have a transfer switch installed in accordance with the requirements of the National Electric Code. Transfer switch installations must be inspected by the Washington State Department of Labor and Industries, and we request that customers provide the PUD with a copy of the Permit for the transfer switch installation.

13 Unauthorized Modifications and Tampering

13.1 *General Provisions*

Unauthorized Modifications and Tampering refer to the illegal modifications, or attempts to modify PUD provided services or facilities, or changes to the customer's side of the service that results in damage to the PUD's equipment or threatens the safety of PUD workers or customers. Meter tampering is the most common form of modifications and may include attaching unauthorized equipment, electronics or other objects designed to fraudulently influence the PUD billing meters or bypass the meter.

Unauthorized modifications and tampering is unsafe, and can cause severe personal injury, death, fire, damage the customer's service, damage PUD equipment, damage other customers' services or cause outages. In addition to fines and penalties levied by the PUD, customers who make unauthorized modifications or who are found to be guilty of tampering are liable for all damage they may have caused to the PUD's system, or the neighboring customers services. Modifying and tampering may also be reported to the Washington State Department of Labor and Industries and to local law enforcement for prosecution.

13.2 *Meter Tampering and Diversion*

Meter tampering occurs when there is unauthorized removal of a meter, severing of a meter seal, opening of a meter base, altering an entrance cable in any manner, or self-reconnects that are not done by an authorized PUD employee or representative.

Diversion occurs when there is an unauthorized tapping of power and/or water in a way that circumvents, or intends to circumvent, the metering of that service allowing an entity to receive service without paying for it.

If meter tampering is identified, the PUD will disconnect the service(s) and the account holder may be responsible for paying fines, charges and may be responsible for costs of damage in order for the services to be restored. Inspections shall also need to be completed by local jurisdictions and L&I before the service(s) can be reconnected. The PUD may report the issue to L&I or local authorities for prosecution.

13.3 *Unauthorized Usage and Damage to PUD Equipment*

Customers whose usage exceeds the PUD's equipment ratings, or causes damage to the PUD's equipment, shall be liable for the cost to upgrade, repair, or replace such equipment.

14 Distributed Generation

The PUD offers a net metering program, in which customers use privately-owned equipment to generate electricity for use by utility customers. Please refer to the Distributed Generation/Alternative Power Generation section of the PUD's Utility Extension Manual. For more information regarding this program, contact the PUD's Customer Service Department.

15 No Guaranty of Continuous Service; Protective Equipment

The PUD strives to provide safe, reliable, and affordable electric service for its customers. However, the PUD cannot and does not guaranty constant or continuous electric service. It is the customer's responsibility to provide protective devices for their service equipment.

This includes, but is not limited to, surge protection for all voltage-sensitive equipment such as electronic appliances or devices, and phase failure protection to protect three-phase motors and equipment from single phasing.

16 Source of Power

The PUD does not guaranty the source of power, or any environmental attributes associated with such power, that is delivered to its customers. In delivering power to its customers, the PUD retains all environmental attributes (if any) associated with such power.

17 Dispute Resolution

Customers having questions about or disputing the application of this Policy or billed amounts may request an informal conference by calling the PUD's Customer Service Manager. The informal conference may be conducted by telephone or in person at the customer's request.

In lieu of an informal conference with the PUD's Customer Service Manager, or if the dispute is not resolved following such informal conference, the customer may request a hearing with the PUD's designated hearings officer. Requests for hearings must be made in writing using at least one of the following methods:

<u><i>Via Mail</i></u> Pend Oreille PUD Attn: Director of Customer Services P.O. Box 190 / 130 N. Washington Newport, WA 99156	<u><i>Via Email</i></u> notices@popud.org	<u><i>Via Fax</i></u> (509) 447-9391 Attn: Director of Customer Services
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Unless otherwise provided in this Policy, requests for hearings must be made within ten (10) business days of the dispute arising. In the case of a billing dispute, the hearing must be requested within ten (10) business days of the date of the bill giving rise to the dispute. At the hearing, the customer will be provided a reasonable amount of time to present relevant facts and evidence (including documents or personal testimony) to the hearing officer. The PUD may also designate one or more representatives to present relevant facts and evidence (including documents or personal testimony) to the hearing officer. The hearing may take place telephonically, via virtual meeting, or in-person, at the discretion of the hearing officer. The hearing officer may also provide additional hearing procedures or instructions to the parties. At the conclusion of the hearing, or within a reasonable amount of time following the hearing, the hearing officer will issue a written decision. Nothing in this Policy provides customers with any further appeal rights following the issuance of a hearing officer's decision.

18 No Resale Allowed

All energy delivered to the customer by the PUD is for utilization by the customer and not for resale, unless expressly agreed otherwise by contract. Customer submetering shall be only for prorating energy costs among tenants or electric vehicle charging customers. In no case shall submetering be used by customer to resell energy at a profit.

19 Damage Claims

All customers wishing to file a claim for damages under chapter 4.96 RCW shall present such claim consistent with the PUD's Damage Claim Policy and state law.

Appendix A – Definitions

- a. Contract Demand – The amount of firm power that the PUD agrees to have available for delivery to the customer. The delivery of power in excess of contract demand shall in no event obligate the PUD to continue to deliver power in excess of the contract demand. If the contract demand has been exceeded, and if at any time the PUD notifies the customer that future delivery of power will be restricted, or restricts power delivery to a specific amount which it determines can be made available (not including temporary restrictions made necessary by emergency conditions) then, in determining subsequent bills, such restricted demand shall be substituted for any higher ratcheted demand or current computed demand which would otherwise be applicable. This provision shall not be deemed to give the PUD the right to restrict deliveries below contract demand.
- b. Demand – The rate or speed at which electricity is used. It is measured in kilowatts (kW). Accounts which require a high rate of energy at certain times are measured and billed for their demand (kilowatts) as well as for their total kilowatt hour use.
- c. Energy Usage Rate – A rate charged based on how much electricity is used. The kilowatt hours (kWh) reported on the customer's bill equal the use (kilowatts) x the length of time (hours) electricity was used.
- d. Firm Power – Power which is always available except when operation of the facilities used by the PUD to serve the customer is suspended, interrupted, interfered with, or curtailed due to strikes or to failure, damage, or destruction of such facilities from causes reasonably beyond the PUD's control.
- e. General Service – The PUD's customers, excluding all Large Industrial Service customers.
- f. Measured Demand. The measured demand shall be the customer's maximum 15-minute registered demand at the Point of Delivery during the billing period, exclusive of any authorized takings of dump energy and of any abnormal non-recurring demands due to emergency conditions or causes reasonably beyond the customer's control; provided, however, if the amount of firm power requested by the customer's dispatcher and scheduled for delivery by the PUD exceeds the maximum registered demand during billing period, then the maximum amount of such scheduled power shall be the measured demand during the billing period. If service is rendered to a customer at more than one point of delivery, the measured demand shall be determined separately for each point of delivery. In cases where power deliveries by the PUD involve conditions under which the flow of power at the point or points of delivery cannot be adequately controlled by reason of interconnections with other systems which are in turn interconnected, directly or indirectly, with the PUD's system, the monthly measured demand will be determined as a single amount based on early schedules as mutually agreed upon between the respective dispatchers covering all points of delivery. The dispatchers shall hold deviations from schedule to a minimum, and shall correct therefore, as promptly as possible under conditions approximately equivalent to the conditions under which the deviation occurred.
- g. Power Factor – A measure of how effectively electric power is consumed. Customers with a low power factor draw more electric current over an interval of time, and have a higher cost to serve. Customers with a high power factor consume energy more effectively and, as a result, have a lower cost to serve. Certain customers with a low power factor will see an additional charge on their bill.

- h. Average Power Factor - The formula for determining average power factor is as follows:

$$\text{Average Power Factor} = \frac{kWh}{\sqrt{kWh^2 + kVARh^2}} \quad \text{or} \quad \frac{kWh}{kVAh}$$

- i. Service Availability Charge – A monthly fee which helps pay the fixed costs of keeping electricity available to all of the PUD’s customers. Examples include meter reading, billing costs, and the cost of maintaining equipment to and on the customer’s premise. These costs are incurred regardless of how much electricity is used.
- j. Monthly Average Load – The monthly average load shall be the customers usage in kilowatt hours registered at the Point of Delivery during the billing period, divided by the product of billing period days multiplied by 24 hours. The formula that will be used to determine Monthly Average Load is as follows:

$$\text{Monthly Average Load} = \frac{kWh}{(\text{billing period days} \times 24)}$$

Appendix B – Schedule of Administrative Charges

Application

The following administrative charges apply to all PUD customers, regardless of classification unless otherwise identified in a contract.

Schedule of Charges

Returned Payments	\$25.00
Field Collection Fee Charged when PUD personnel are required to make an unscheduled visit to a service location for disconnection of service.	\$100.00
Field Service Fee Charged when PUD personnel are required to make a special trip to meter or premises.	\$100.00
Late Fee Charged each month on missed payments and past-due balances owing greater than or equal to \$5.00.	The greater of 1.5% or \$5.00 per month
Service Reconnection Fee	\$275.00 per service location
Remote Service Reconnection Fee	\$30.00
Advanced Meter Opt-Out Fee	\$30.00 per month
Meter Tampering / Power Diversion Fee	\$500.00* *Plus the estimated cost of diverted power

Appendix C – Service and Rates Schedules

Residential Service

Availability

Residential rate customers are limited to individually metered locations for single-residential dwellings including private residences, apartments, summer homes, an RV site, farm use and incidental farm power purposes. Capacity of individual motors served shall not exceed 10 H.P. Approval must be obtained from the PUD for use of any one item of equipment that exceeds 20 kW in capacity and 7 kW in stages.

Type of Service

Single-phase or three phase, where available, at standard secondary voltages.

Service Rates and Charges

Rate Schedule 11 - Single-Phase Service:

Service Availability Charge	\$ 35.50 per month
Energy Usage Rate	\$ 0.0660 per kWh

Rate Schedule 12 - Three-Phase Service:

Service Availability Charge	\$ 55.00 per month
Energy Usage Rate	\$ 0.0575 per kWh
Demand Charge	\$ 5.25 per kilowatt of billing demand per month after the first 50 kW

Residential Service – Secondary Meter

Availability

Secondary Meter Service is limited to customers who have a primary residential meter at the same service location with the same billing name and physical address as the secondary meter. Service under this schedule is limited to single-phase. The secondary meter cannot serve a residence, commercial business, or irrigation account. Examples of secondary meter accounts would be those that meter energy usage to a shop, garage, household water pump, barn, or shed. PUD field personnel will verify accounts qualifying for Secondary Meter Service. Capacity of individual motors served shall not exceed 10 H.P.

Type of Service

Single-phase at standard secondary voltages.

Service Rates and Charges

Rate Schedule 14 - Single-Phase Service:

Service Availability Charge	\$ 21.00 per month
Energy Usage Rate	\$ 0.0660 per kWh

Commercial Service

Availability

For all commercial, public, three-phase farm, industrial customers and master-metered residential buildings with estimated maximum Monthly Average Load of less than 500 kW for all uses, subject to the General Rules and Regulations. Individual units of equipment that could draw an excess of 25 kW must be approved for installation by the PUD.

Type of Service

Single-phase and three-phase where available, at standard secondary voltages.

Service Rates and Charges

Rate Schedule 15 - Single-phase Service:

Service Availability Charge	\$ 35.50 per month
Energy Usage Rate	\$ 0.0660 per kWh

Rate Schedule 16 - Three-phase Service:

Service Availability Charge	\$ 55.00 per month
Energy Usage Rate	\$ 0.0575 per kWh
Demand Charge	\$ 5.25 per kilowatt of billing demand per month after the first 50 kW.

Power-Factor Adjustment

The PUD will charge a Power-Factor Adjustment on installations of 100 kVA or more of total required transformer capacity. Computation shall be in accordance with the Definitions in Appendix A.

Commercial Service - Unmetered

Availability

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

Applicability

Unmetered service is available to commercial users that desire to locate electric equipment on or near PUD poles in accordance with applicable codes and PUD approved pole-space mounting. The service billing includes an energy rate based upon 100% nameplate electrical input. Equipment is ineligible for unmetered service with missing, damaged, or non-existent name plate characteristics. The electrical equipment may not remain on a PUD structure if equipment owner chooses, or is told by the PUD, to provide a metered service.

Type of Service

Alternating current, single-phase, at 120/240 Volt secondary voltages.

Service Rates and Charges

Rate Schedule 19

Service Availability Charge	\$ 35.50 per month
Energy Usage Rate	\$ 0.0660 per kWh (See appropriate column)

Monthly kWh Assessed

(based on nameplate and 730 hours/month)

Amps(120V)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
kWh	88	175	263	350	438	526	613	701	788	876	964	1,051	1,139	1,226	1,314

Amps(240V)	1	2	3	4	5	6	7	8
kWh	175	350	526	701	876	1,051	1,226	1,402

Watts	100	150	200	400	500	600	700	800	900	1,000	1,100	1,200	1,300	1,400	1,500
kWh	49	73	97	195	243	292	341	389	438	487	535	584	633	681	730

Standard Industrial Service

Availability

Available to customers where the Monthly Average Load is not less than 500 kW and not greater than 2,000 kW at a single Point of Delivery. Additionally, a customer with Measured Demand exceeding 2,000kW for more than (2) months in a 12-month period will be required to take service under the Large Industrial Service and Rate Schedule. Standard Industrial Service shall be by contract and consistent with this Policy.

Type of Service

Single or three-phase voltages as determined by the PUD and based on a specified maximum contract demand.

Application Fee

All prospective Standard Industrial Service customers must submit a \$5,000 non-refundable application fee with their application for service.

Contract Required

Each Standard Industrial Service customer shall enter into a contract with the PUD prior to starting or resuming such service. In addition to the billing components identified in the Standard Industrial Service schedule, the negotiated contract may contain additional costs, adders, or conditions, based upon the customer's specific circumstances. Final approval by the PUD's Board of Commissioners is required.

Service Rates and Charges

Standard Industrial Service will be supplied based on the Standard Industrial Service schedule, which shall be as follows:

Rate Schedule 27

Service Availability Charge	\$ 255.00 per month
Energy Usage Rate	\$ 0.0422 per kWh
Demand Charge	\$ 5.25 per kilowatt of billing demand per month

Determination of Billing Demand

The billing demand shall be the maximum average kilowatt load used by the customer for any period of fifteen consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter (Measured Demand), but not less than 80% of the highest measured demand during the preceding 11 months. The billing demand continues to be charged regardless of energy consumption.

Power-Factor Adjustment

Each Standard Industrial Service customer shall maintain a power factor as near-unity as practicable. The demand charge, before adjustment for power factor, will be increased 1% for each 1% by which the average power factor is less than 0.97 leading or lagging.

Minimum kWh Usage

Standard Industrial Service will be provided under a negotiated contract providing for minimal monthly payments to assure amortization of the portion of facilities subsidized by the PUD.

Large Industrial Service

Availability

Applicable to customers where the Monthly Average Load is greater than 2,000 kW, or where the Measured Demand exceeds 2,000 kW for more than two (2) months at a single Point of Delivery. Large Industrial Service shall be by contract and consistent with this Policy.

Type of Service

Single or three-phase voltages as determined by the PUD and based on a specified maximum contract demand.

Application Fee

All prospective Large Industrial Service customers must submit a non-refundable application fee with their application for service.

<u>Maximum Demand</u>	<u>Fee</u>
2,001 kW to 9,999 kW	\$10,000
10,000 kW or greater	\$25,000

Cost-Reimbursement Agreement Required

All prospective Large Industrial Service customers must enter into a cost-reimbursement agreement with the PUD, to cover all costs related to evaluating new or increased service. This is distinct from line extension and system improvement costs described in the Utility Services Policy.

Contract Required

Each Large Industrial Service customer shall enter into a contract with the PUD prior to starting or resuming such service. In addition to the billing components identified below, the negotiated contract may contain additional costs, adders, or conditions, based upon the customer's specific circumstances, including but not limited to scheduling, maintenance and decommissioning infrastructure, load balancing, ancillary services, transactional costs, security, and financial risk. Final approval by the PUD's Board of Commissioners is required. Said contract shall be designed to fully recover all costs and risks to the PUD's General Service customers associated with the Large Industrial Service load.

Power Acquisition

The PUD will not serve Large Industrial Service customers with its existing resources. The PUD will make commercially reasonable efforts to acquire resources to meet each customer's needs, and each customer must pay for and collateralize the entire amount of power acquired by the PUD.

Service Rates and Charges:

Large Industrial Service will be supplied based on the Large Industrial Service schedule of rates and charges, which shall be as follows:

Maximum Demands 2,001 kW to 9,999 kW

Grid Capacity Fee	\$2,100.00 per megawatt of highest forecasted demand per month
Energy Usage Rate	\$0.004 per kWh + Negotiated per kWh rate based on market*
Demand Charge	\$ 5.25 per kilowatt of billing demand per month

10,000 kW or greater

All terms, conditions, and charges to be set by negotiated contract.

*Although not required, the negotiated portion of the Energy Usage Rate will generally be calculated and negotiated using the Mid-C Peak and Off-Peak Futures as published by the Intercontinental Exchange (ICE) as a reference.

Grid Capacity Fee

In addition to all other fees and charges identified herein, each Large Industrial Service customer shall pay the PUD a monthly grid capacity fee based upon customer's highest forecasted demand on the PUD's electric system.

Determination of Billing Demand

The billing demand shall be the maximum average kilowatt load used by the customer for any period of fifteen consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter, but not less than 80% of the highest measured demand during the preceding 11 months. The billing demand continues to be charged regardless of energy consumption.

Power-Factor Adjustment

Each Large Industrial Service customer shall maintain a power factor as near-unity as practicable. The demand charge, before adjustment for power factor, will be increased 1% for each 1% by which the average power factor is less than 0.97 leading or lagging.

Minimum kWh Usage

Large Industrial Service will be provided under a negotiated contract providing for minimal monthly payments to assure PUD rate stability.

Tribal Service

Members of the Kalispel Tribe of Indians who receive energy at their premise on the Kalispel Indian Reservation are, by Washington State law, exempt from paying the PUD's public utility and privilege taxes. This schedule excludes these taxes from the otherwise applicable rate schedules. Public Utility Tax Exemption forms are available at the Kalispel Tribe of Indians office and PUD offices.

All other conditions of availability and other charges that may apply will be as outlined in the respective category contained in this policy. Tribal Standard Industrial accounts may not require a contract.

Residential

Rate Schedule 31 - Single-Phase Service:

Service Availability Charge	\$ 33.37 per month
Energy Usage Rate	\$ 0.0620 per kWh

Rate Schedule 32 - Three-Phase Service:

Service Availability Charge	\$ 51.70 per month
Energy Usage Rate	\$ 0.0541 per kWh
Demand Charge	\$ 4.93 per kilowatt of billing demand per month after the first 50 kW

Rate Schedule 34 - Secondary Meters - Single-Phase Service:

Service Availability Charge	\$ 19.74 per month
Energy Usage Rate	\$ 0.0620 per kWh

Commercial

Rate Schedule 35 - Single-Phase Service:

Service Availability Charge	\$ 33.37 per month
Energy Usage Rate	\$ 0.0620 per kWh

Rate Schedule 36 - Three-Phase Service:

Service Availability Charge	\$ 51.70 per month
Energy Usage Rate	\$ 0.0541 per kWh
Demand Charge	\$ 4.93 per kilowatt of billing demand per month after the first 50 kW

Standard Industrial

Rate Schedule 27T

Service Availability Charge	\$ 239.70 per month
Energy Usage Rate:	\$ 0.0397 per kWh
Demand Charge:	\$ 4.93 per kilowatt of billing demand per month

Area Lights

<u>Type</u>	<u>Monthly Rate</u>
200 Watt HPS Yard Light*	\$8.84
400 Watt HPS Yard Light*	\$12.88
70 Watt LED Area Light	\$5.17
90 Watt LED Area Light	\$6.58

Irrigation Service

Availability

This schedule applies to seasonal irrigation pumping during the months of April through October of each year.

Type of Service

Alternating current, single-phase, two-phase or three-phase, 60 cycles, at available secondary voltage. At the discretion of the PUD, single-phase service may be furnished provided the motor capacity is not in excess of 10 H.P.

Service Rates and Charges

Rate Schedule 18

Service Availability Charge	\$252.00 per year
Energy Usage Rate	\$ 0.0660 per kWh

Power Factor

The customer agrees to maintain a unity power factor as nearly as practicable. The PUD may measure such power factor at any time, and if it is found to be at 0.85 or lower, the customer shall be required to install capacitors as necessary, or to pay an appropriate additional charge for power purchased.

Meter Reading

Meters will be read every October.

Area Lighting Service

Availability

Available to towns, cities, businesses, farms, apartments, residences and for cooperative community lighting.

Service Provided

The PUD will install, own, maintain, and operate lights on PUD owned poles at locations agreed on with the customer. The PUD will supply the energy for lighting fixtures. Installation costs are subject to the applicable fees in the PUD's Utility Extension Fees Policy.

Service Rates and Charges

<u>Type</u>	<u>Monthly Rate</u>
DOT Area Light (Customer Owned)	\$5.15
100 Watt HPS Yard Light*	\$8.50
200 Watt HPS Yard Light*	\$9.40
400 Watt HPS Yard Light*	\$13.70
70 Watt LED Area Light	\$5.50
90 Watt LED Area Light	\$7.00

**HPS (High Pressure Sodium) Lights are no longer being installed.*

Additional Charges

When the customer requests a change or replacement of existing fixtures that have been in service less than 10 years, the PUD reserves the right to apply a reasonable charge for amortization of the increase in cost.

Public Electric Vehicle Charging Station

Availability

Applicable to electric vehicle (EV) charging facilities owned and operated by the PUD that may be used by any member of the public.

Type of Service

Level 2 electric vehicle charger.

Service Rates and Charges

Rate Schedule 51

Session Fee	\$1.00 per charging session
Energy Usage Rate	\$0.47 per kWh

Method of Payment

Payment for EV charging is managed via a third party. Instructions on how to initiate and pay for a charging session are posted at each charging site.

Billing and Financial Recordkeeping

Public EV charging financial transactions are wholly managed by a third-party vendor. This vendor will be Payment Card Industry compliant.

Public Access and Stay Requirements

Hours of access may be restricted by the site host, which will be posted at the site. Stations may have limits on the length of time a vehicle may be parked in a parking space.