

MEMORANDUM

Date: April 11, 2022

To: Sean Worthington, General Manager

From: John Purvis, Assistant General Manager
Mike Hill, Engineering Manager
Doug Adams, Project Manager *DA*

Re: FORKS SUBSTATION CONSTRUCTION
INVITATION TO BID

Staff recommends the District solicit formal bids to prequalified contractors for the replacement of aging equipment of the Forks Substation, located at 441 West E Street, Forks, WA, and bring up to current standards, as more fully set forth in the Invitation to Bid attached hereto. The engineer's estimate for the project is \$547,080.

Staff requests a motion, second, and vote to authorize District staff to publish a notice on April 12, 2022, in the Peninsula Daily News and by such other means as determined by staff to be prudent, inviting sealed proposals from prequalified contractors for the work.

Accepted by Board of Commissioners at meeting of _____, 20____.

Sean Worthington, General Manager



**INVITATION TO SUBMIT BID
Bid Number 220805**

Prequalified contractors are invited to submit a sealed bid for Clallam County PUD No. 1, Forks Substation Construction located at 441 West E Street, Forks, WA. The scope of work consists of installing civil infrastructure, including material acquisition, grading and excavation, foundation, footing and other concrete work, ground grid addition, conduit installation, equipment installation, and other related work to provide a complete substation improvement. No outages are required or will be allowed for the completion of this contract. Work will be performed adjacent to the Forks 2 Substation (69kV/25kV) equipment energized. Successful bidder shall provide a construction barrier fence meeting both NESC and NEC requirements between the construction site and the energized portion of the substation. The District shall provide limited materials and electrical equipment, as detailed in the specifications and drawings. All other material, as detailed in the specifications and drawings, shall be the responsibility of the successful bidder. The Engineer's estimate for the work under this contract is \$547,080.

Sealed bids will be received by Clallam County PUD No. 1, until 2:30 p.m. Pacific Time on Wednesday, April 27, 2022. Bids may be submitted via USPS and sent to Clallam County PUD No. 1, Attn: Contracts Coordinator, P.O. Box 1000, Carlsborg, Washington 98324. If submitting a sealed bid via express delivery (i.e. FedEx, UPS), please deliver the sealed bid to Clallam County PUD No. 1, Attn: Contracts Coordinator, 100 Hooker Road Sequim, WA 98382. The bid must be in a sealed bid envelope with the name and address of the Bidder, the bid number, and title Forks Substation Construction on the sealed envelope and then placed inside the delivery envelope to be mailed. If hand-delivered, the sealed and labeled envelope should be brought to the main office at 104 Hooker Road, Sequim, WA 98382. Proposals must be filled out in ink or typewritten. No alterations or interlineations will be permitted, unless made before submission, initialed, and dated. At 3:00 p.m. Pacific Time, a public bid opening will take place in the Boardroom at the District's Main office at 104 Hooker Road, Sequim, WA.

A voluntary pre-bid meeting will be held on Tuesday, April 19, 2022, at 1:30 p.m. at the District's Main Office located at 104 Hooker Road, Sequim WA 98382.

Each bid must be accompanied by a Bid Bond, Certified Check, or Cashier's Check in an amount equal to five percent (5%) of the Bid.

All bidders must be prequalified in accordance with Washington State Regulations (RCW 54.04.085) prior to receiving bid proposals. The bid packets and contract documents including plans and specifications may be viewed and downloaded from our website at no cost:
<https://www.clallampud.net/contractorsprojects/>.

PUBLIC UTILITY DISTRICT NO. 1
OF CLALLAM COUNTY

Dated: _____

Jim Waddell, Secretary

**SECTION I
BID NUMBER 220805
NOTICE AND INSTRUCTIONS TO BIDDERS**

1. CALL FOR BIDS

Sealed bids will be received by Clallam County PUD No. 1 until 2:30 p.m. Pacific Time, on Wednesday, April 27, 2022. At 3:00 p.m. Pacific Time, a public bid opening will take place in the Boardroom at the District's Main office located at 104 Hooker Road, Sequim WA 98382. Contractors who submit a bid must be prequalified in accordance with Washington State Regulations (RCW 54.04.085) prior to receiving bid proposals.

2. SCOPE OF BID

The Forks Substation Construction project located at 441 West E Street, Forks, WA, requires the replacing of aging equipment and bringing up to current standards. The Project consists of rebuilding a 69kV substation, which includes removal of the existing equipment and foundations, installing civil infrastructure, including material acquisition, grading and excavation, foundation, footing and other concrete work, ground grid addition, conduit installation, and other related work to provide a complete subgrade improvement. The work also includes installation of all equipment including high voltage switches, medium voltage switches, bus insulators, medium voltage circuit breakers, medium voltage regulators, control wiring, installation of pre-fabricated control enclosure, all grading and drainage mobilizations, fencing, and other related work to provide a complete and operable electrical substation.

Work Near Energized Circuits

No outages are required or will be allowed for the completion of this contract. Work will be performed adjacent to the Forks 2 Substation (69kV/25kV) equipment energized. Successful Bidder shall provide a construction barrier fence meeting both NESC and NEC requirements between the construction site and the energized portion of the substation.

Limited material and electrical equipment shall be provided by the District, as detailed in the specifications and drawings. All other material, as detailed in the specifications and drawings, shall be the responsibility of the successful bidder. The Contractor shall, at its expense, be responsible for obtaining all permits required by governing authorities that affect its work, with the exception of the building permit.

A preliminary Project Plan and Schedule shall be submitted with the bid and a final Project Plan and Schedule shall be provided after the contract is awarded and before the beginning of any work. If the schedule moves, the Contractor shall update their Schedule and notify the District of any changes immediately.

3. AVAILABILITY OF CONTRACT DOCUMENTS

The bid packets and contract documents including plans and specifications may be viewed and downloaded at no cost from our website: <https://www.clallampud.net/contractorsprojects/>. If you have further questions please contact the Project Manager, Doug Adams by telephone (360) 565-3277 or by e-mail dadams@clallampud.net. If you need assistance with documents please contact Contracts Coordinator at (360) 565-3243 or by e-mail contracts@clallampud.net.

4. CONTRACT

The Project shall be performed by one general contractor, as detailed under Item 2 of this Notice and Instructions to Bidders. The Bidder may not elect to bid on only a portion of the Project, but may use necessary subcontractors to complete the work. All subcontractors must be listed in Section II, Proposal. **Any subcontractor not listed will not be allowed on the construction site. Such change or substitution must be approved in advance by the District and executed with a Change Order PRIOR TO WORK STARTING by the subcontractor.**

5. **CONTRACTOR PREQUALIFICATION**

All bidders must be prequalified electrical contractors in accordance with R.C.W. 54.04.085, prior to submitting a proposal. By submitting a proposal, you are also certifying that your firm is not in a suspended status or on any State or Federal Debarment list.

7. **SUBMISSION OF PROPOSAL**

Sealed bids may be submitted via USPS and sent to Clallam County PUD No. 1, Attn: Contracts Coordinator, P.O. Box 1000, Carlsborg, Washington 98324. If submitting a sealed bid via express delivery (i.e. FedEx, UPS), please deliver the sealed bid to the Clallam County PUD No. 1, Attn: Contracts Coordinator, 100 Hooker Road Sequim, WA 98382. The bid must be in a sealed bid envelope with the name and address of the Bidder, bid number, and title Forks Substation Construction on the sealed envelope and then placed inside the delivery envelope to be mailed. If hand-delivered, the sealed and labeled envelope should be brought to the main office at 104 Hooker Road, Sequim, WA 98382. Proposals must be filled out in ink or typewritten. No alterations or interlineations will be permitted, unless made before submission, initialed, and dated. Sealed bids will be received by Clallam County PUD No. 1 until 2:30 p.m. Pacific time on Wednesday, April 27, 2022. At 3:00 p.m. Pacific Time, April 27, 2022, a public bid opening will take place in the Boardroom at the District's Main office at 104 Hooker Road, Sequim, WA.

8. **BID SECURITY**

Each proposal shall be accompanied by a Certified Check or Cashier's Check payable to the order of the District for a sum not less than five percent (5%) of the amount of the bid, or accompanied by a Bid Bond in an amount not less than five percent (5%) of the total bid with a Corporate Surety licensed to do business in the State of Washington, conditioned that the Bidder will pay to the District as liquidated damages the total amount specified in the Bond unless entering into a contract in accordance with the bid and furnishing a Performance and Payment Bond(s) for not less than One Hundred percent (100%) of the contract price within ten (10) days of being notified as being the successful bidder, as required by Section 54.04.080 R.W.C.

If a proposal is not accepted, the Certified Check, Cashier's Check, or Bid Bond will be returned within 90 days to the Bidder furnishing same, except that of the successful Bidder shall be retained until a contract is entered into and a Performance and Payment Bond(s) furnished as mentioned above.

If the Bidder fails to enter into a contract and furnish the Bond(s) within ten (10) days of the date of being notified as being the successful Bidder, the check or Bid Bond and the amount thereof shall be forfeited to the District. No Bidder shall be permitted to withdraw a bid within a period of 45 days after the actual date on which the bids were opened.

9. **EXAMINATION OF SITE AND CONDITIONS**

Prior to the submission of the Proposal, the Bidder shall make and shall be deemed to have

made a careful examination of the site(s) of the Project and of the Contract Documents on file with the District, and shall become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of the soil and terrain to be encountered, the kind of facilities required before and during the course of the Project, general local conditions, and all other matters that may affect the cost and the time of completion of the Project. Bidders will be required to comply with all applicable statutes, regulations, etc., including those pertaining to the licensing of contractors, and the so-called "Kickback Statute" (48 Stat. 948) and regulations issued pursuant thereto.

A voluntary pre-bid meeting has been scheduled for bidders interested in reviewing the project and asking questions. The meeting will be at **1:30 p.m., Tuesday, April 19, 2022, at 104 Hooker Road, Sequim, Washington**. Interested bidders may contact Doug Adams, Project Manager at 360.565.3277 or via e-mail at dadams@clallampud.net to advise the District of your attendance or if you have questions.

10. HOURS OF WORK

Normal working hours are from 6:30 a.m. to 5:00 p.m., Monday through Thursday, unless otherwise authorized by the District. The lunch period shall be observed from 11:30 a.m. to 12:00 p.m. unless unusual circumstances prevail.

Upon request, the District may authorize the Contractor to terminate this four-day workweek schedule and revert to a five-day workweek. Under such an arrangement, work outside of the District's normal working hours may be restricted to activities that do not require the immediate presence or availability of District Inspector or staff.

The Contractor shall comply with all provisions of WAC 296-127-022, "Overtime According to RCW 49.28.065." The Contractor shall comply with Chapter 49.28 RCW and applicable regulations pertaining to overtime pay.

Holidays

The Contractor shall observe holidays that correspond with District holidays on the same day as observed by the District. The Contractor shall conform to normal working hours and a five day work week for any week the District observes a holiday.

11. EXECUTION OF CONTRACT

The Contract, when executed, shall be deemed to include the entire agreement and all modifications incorporated in these documents before their execution, or any portion thereof, between the parties thereto, and the Contractor shall not claim any modification thereof resulting from any representation or promise made at any time by any officer, agent, or employee of the District or by any other person.

12. PROPOSAL IRREGULARITIES OR ERRORS

The District reserves the right to waive non-material irregularities or minor errors in any Proposal, if it appears to the District that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the Proposal in which they may occur prior to the execution of any contract that may be awarded thereon.

13. REJECTION OF PROPOSAL

The District reserves the right to reject any or all Proposals, or any portion of any Proposal.

14. STARTING / COMPLETION DATES

The starting and completion dates shall be as follows:

- Work may commence no later than June 1, 2022
- Work must be complete no later than September 1, 2022

15. LIQUIDATED DAMAGES

Time is of the essence of this Contract. Construction of the Project shall be completed no later than September 1, 2022. As liquidated damages, and not as a penalty, the District will deduct \$200.00 from the quoted cost for each calendar day after September 1, 2022, that Project completion is delayed.

The District shall have the right to deduct from and retain out of such monies which may then be due, or which may become due and payable to the Contractor, if the amount due and to become due from the District to the Contractor is insufficient to pay in full any such liquidated damages, the Contractor shall pay to the District the amount necessary to effect such payment in full. Provided, however, that the District shall promptly notify the Contractor in writing of the manner in which the amount retained, deducted, or claimed as liquidated damages was computed

16. EMPLOYER'S IDENTIFICATION NUMBER

In carrying out the requirements of Presidential Executive Order 10936, the Bidder must furnish with the Bid, the firm's Employer's Identification Number. This is the number which is used by companies when filing their "Employer's Quarterly Federal Tax Return," U.S. Treasury Department Form 941.

17. SALES TAXES

The cost of any county, city, or metropolitan municipal sales taxes (R.C.W 82.14) that may be applicable to this transaction will be considered by the Board in evaluation of bids. In the event that a county, city, or metropolitan municipal sales tax is applicable to the proposed purchase, the Board will award the contract to the lowest Bidder, on the basis of the relative amount of the stated bid price plus the amount of county, city, or metropolitan municipal sales and use tax imposed pursuant to Chapter 82.14, Revised Code of Washington (1970 1st Ex. Sess., Chapter 94).

18. INSURANCE

The Contractor shall, at his own expense and cost, carry in an insurance company or companies and under policies of insurance, acceptable to and approved by the District, the following insurance with limits not less than shown on the respective items:

a. Worker's Compensation

To the limit required by the laws of the State of Washington.

b. Comprehensive General Liability and Property Damage Insurance

This insurance shall include coverage for Contractor's Contingency Liability Insurance covering Subcontractor's Liability, Contractual Liability Insurance, Completed Operations Liability Insurance, and Automobile Liability Insurance covering owned, non-owned, and hired units.

Minimum Coverage Limits:

Bodily Injury	\$1,000,000 each person
Property Damage	\$1,000,000 each occurrence \$2,000,000 aggregate
Umbrella Coverage	\$2,000,000

- c. All policies of insurance providing coverage's required under paragraph "b" above shall name the Public Utility District No. 1 of Clallam County as additional named insured with a cross liability clause and provide that no cancellation or material changes in the policies shall become effective unless thirty (30) days prior written notice of such cancellation or change shall be furnished the District by registered mail.

Prior to commencement of any work hereunder, the Contractor shall provide the District with evidence of Worker's Compensation Insurance and with a Certificate of Insurance showing the District named as additional insured.

19. PAYMENT OF PREVAILING WAGES

The Contractor will be required to pay prevailing wages on this project as indicated in Section IV, CONTRACT, Article V and **Exhibit "A"**. Please note that those rates included for Occupations listed in **Exhibit "A"** are as furnished by the State of Washington (March 3, 2022), but it shall be the Contractor's responsibility to verify current rates.

PUBLIC UTILITY DISTRICT NO. 1
OF CLALLAM COUNTY

Date: _____

By: _____
John Purvis
Assistant General Manager

A RESOLUTION Adopting the 2022 Schedule of Deposits and Charges, Electric Line Extension Unit Prices and Rescinding Resolution 2196-21

WHEREAS, staff has reviewed the District’s cost to provide various services and perform work for customers; and

WHEREAS, the District’s financial plan is based upon collecting actual cost for services and work provided; and

WHEREAS, the District’s hours of operation will change on April 11, 2022; and

WHEREAS, the prior Schedule of Deposits and Charges refers to hours of operation that will no longer be in effect; and

WHEREAS, the District can protect its customers through the use of deposits; now, therefore, be it

RESOLVED, that the attached documents entitled “Schedule of Deposits and Charges”, and “Electric Line Extension Unit Prices” be adopted effective May 1, 2022; and

2. That Resolution 2196-21 establishing the prior Schedule of Deposits and Charges and Line Extension Unit Prices is hereby rescinded effective May 1, 2022.

PASSED, by the Board of Commissioners of Public Utility District No. 1 of Clallam County, Washington this 11th day of April, 2022.

President

ATTEST:

Vice President

Secretary

Underground			
Item	2021 cost	2022 cost	Percentage Change
Primary cable			
Single Phase	7.10	8.30	16.90
V-Phase	12.60	14.95	18.65
3-Phase	18.10	21.60	19.34
Padmounts for Transformers			
Single Phase (Slab & Scoop)	1,375	1,535	11.64
3-Phase 75-300 KVA vault	5,125	5,275	2.93
3-Phase 500-2500 KVA vault	6,785	6,915	1.92
Junction Box			
Single Phase (4-way feed thru)	2,115	2,265	7.09
Single Phase (5-way feed thru)	2,700	2,780	2.96
V-Phase	2,135	2,280	6.79
3-Phase	4,510	4,745	5.21
Switch & Fuse Cabinet			
Fuse Pad with Slab & Scoop	2,895	3,080	6.39
Single Phase Fuse (Cabinet with Vault)	12,985	13,160	1.35
3-Phase Fuse (Cabinet with Vault)	36,910	37,100	0.51
3-Phase Switch (Cabinet with Vault)	61,360	62,300	1.53
Elbow			
Elbow	230	240	4.35
Rotatable Feed Thru	360	365	1.39
Elbow with 4-way C/O	505	515	1.98
Elbow with 5-way C/O	1,435	1,445	0.70
Splice			
	370	385	4.05
Riser			
Single Phase	1100	1,225	11.36
V-Phase	1920	2,145	11.72
3-Phase	2785	3,115	11.85
Secondary Cable in conduit			
4/0 4/0 2/0	5.80	7.05	21.55
350 MCM	7.60	8.35	9.87
Secondary Pedestal			
1 Phase Secondary Pedestal	285	380	33.33
3-Phase Cabinet (14 connection w/vault)	9,925	9,995	0.71
Cabinet (30 connection w/vault)	11,570	11,615	0.39
Conduit			
2" (Schedule 40 PVC)	3.80	5.60	47.37
3" (Schedule 40 PVC)	5.45	6.35	16.51
4" (Schedule 40 PVC)	3.90	11.25	188.46
2" (Schedule 80 PVC)	3.35	3.40	1.49
3" (Schedule 80 PVC)	3.85	3.95	2.60
4" (Schedule 80 PVC)	4.75	4.80	1.05
2" Galvanized	8.50	8.55	0.59
3" Galvanized	14.55	14.60	0.34
4" Galvanized	9.80	9.85	0.51
2" Flex	4.45	5.00	12.36
3" Flex	6.00	6.05	0.83
4" Flex	7.30	7.35	0.68
Sweeps			
2" PVC 90°	20.40	37.15	82.11
3" PVC 90°	31.40	38.50	22.61
4" PVC 90°	55.50	55.90	0.72
2" Galvanized 90°	44.05	44.45	0.91
3" Galvanized 90°	169.70	170.05	0.21
4" Galvanized 90°	408.60	408.95	0.09
(Red indicates increase) (Blue indicates decrease)			

Overhead			
Item	2021 cost	2022 cost	Percentage Change
Primary Pole			
Single Phase	2,990	3,275	9.53
V-Phase	3,290	3,580	8.81
3-Phase	3,585	3,885	8.37
Primary Pole Insert			
Single Phase	2,835	3,130	10.41
V-Phase	3,065	3,360	9.62
3-Phase	3,290	3,590	9.12
Add a Phase to one span			
Single Phase to V-Phase	995	1,250	25.63
Single to 3-Phase	1,295	1,555	20.08
Overhead Tap			
Single Phase	880	1,090	23.86
V-Phase	1,525	1,930	26.56
3-Phase	2,300	2,810	22.17
Secondary Pole			
	1,515	1,565	3.30
Secondary Pole with Guy & Anchor			
	1,975	2,140	8.35
Guy & Anchor			
	485	515	6.19
Guy Pole & Span Guy			
	2,245	2,340	4.23

(Red indicates increase) (Blue indicates decrease)

**PUBLIC UTILITY DISTRICT NO. 1
OF CLALLAM COUNTY**

SCHEDULE OF DEPOSITS AND CHARGES

Effective ~~June 1, 2021~~ May 1 2022

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**PUBLIC UTILITY DISTRICT NO. 1
OF CLALLAM COUNTY**

SCHEDULE OF DEPOSITS AND CHARGES EFFECTIVE ~~June 1, 2021~~ May 1 2022

DEPOSITS

Electric

- Residential: Two-twelfths of estimated annual billings with a minimum deposit of \$150, or as determined by the District.
- Non-Residential: Two-twelfths of estimated annual billings with a minimum deposit of \$150, or as determined by the District.

Water

- Residential: Two-twelfths of estimated annual billings with a minimum deposit of \$150, or as determined by the District.
- Non-Residential: Two-twelfths of estimated annual billings with a minimum deposit of \$150, or as determined by the District.

Satisfactory credit record with the District, credit assessment, or enrollment in SmartPay may allow the District to waive the deposit requirement.

Additional deposits may be required ~~for participation in certain programs, such as opt-out self-read at the discretion of the District.~~

CHARGES

Connect / Reconnect / Disconnect / Transfer

– applicable to standard new or existing services.

Electric

1) Meter, including multiple <u>electric</u> meters for same account	\$ 50
2) Separate account at same <u>service</u> address	\$ 30
3) Using last reading, one or more meters for same account	\$ 25
4) Disconnect or reconnect remote meter, including multiple remote meters for same account	\$ 25
5) Disconnect or reconnect <u>CT/3 Phase/-</u> at transformer	\$ 70 75
6) Disconnect or reconnect CT meter – each	\$ 70
a) Same account, non-remote meter (in addition to CT/3 Phase/at transformer)	\$ 30
b) Same account, remote meter (in addition to CT/3 Phase/at transformer)	\$ 25

Water

1) Independent of electric	\$ 50
2) Simultaneous with <u>non-remote</u> electric	\$ 30
3) <u>Simultaneous with remote electric, field visit required</u>	\$ 50
4) Using last reading, independent of electric	\$ 25

Sewer

1) Independent of electric and/or water	\$15
2) Simultaneous with electric and/or water	\$10

After Hours and/or Nonpayment

Multiple meter types per account may require additional service fees.

After Hours and/or Nonpayment ~~standard non-remote~~ meter

(in addition to other applicable charges)

- 1) Electric only or water only \$ 100
- 2) Electric and Water \$ 160
- 3) Additional charge to above: (actual cost)
Requests received between ~~3:00~~ 4:00 p.m. and ~~4:00~~ 5:00 p.m.
on regular business days (**per ½ hour of overtime incurred**) \$ 60
- 4) Requests received between ~~4:00~~ 5:00 p.m. and ~~7:30~~ 7:00 a.m.
of the next business day \$ ~~525~~ 545

After Hours and/or Nonpayment - CT/320A/3 Phase/at transformer

(in addition to other applicable charges)

- 1) Electric only \$ ~~140~~ 150
- 2) Electric and Water \$ ~~200~~ 210
- 3) Additional charge to above: (actual cost)
Requests received between ~~3:00~~ 4:00 p.m. and ~~4:00~~ 5:00 p.m.
on regular business days (**per ½ hour of overtime incurred**) \$ ~~90~~ 95
- 4) Requests received between ~~4:00~~ 5:00 p.m. and ~~7:30~~ 7:00 a.m.
of the next business day \$ ~~525~~ 545

After Hours and/or Nonpayment W/ remote reconnect

(in addition to other applicable charges)

- 1) Reconnect electric only during business hours (~~7:30~~ 7:00 am – ~~4:00~~ 5:00 pm) \$ 50
- 2) Requests received between ~~4:00~~ 5:00 p.m. and ~~7:30~~ 7:00 a.m.
of the next business day (**Remote reconnect only, dispatch of CSR**) \$ ~~160~~ 165

After Hours Dispatch of CSR

Without reconnect

\$ ~~160~~ 165

Late Fee

- 1) To cover expenses related to processing past due accounts \$ 5

Misc. Service Charges

-Alphabetical Order

Access Appointment to Read Meter

Electric or water

\$ 55

Access Appointment (e.g.: Maintenance & Repair)

- 1) Electric \$ ~~115~~ 125
- 2) Water \$ 85

Continuous Service Contract

- 1) New contract – Initial setup & units \$ 55
- 2) Transfer reading \$ 25
- 3) Restoration of services
 - a) Non-remote Electric \$ 50
 - b) Water – simultaneous of non-remote electric \$ 30
 - c) Water – independent with-of electric or simultaneous with remote electric \$ 50

Refer to above sections for any variances regarding CT/320A/Remote Disconnect or After Hours/DNP for Continuous Service Contracts

~~Energy Resources Surcharge~~

~~Applicable to mobile homes not meeting minimum energy efficiency standards.~~

- ~~1) Regular charge \$ 2000~~
- ~~2) Owner-occupied, low-income charge \$ 500~~

Field Collection

and/or extension

\$70

Lock Box

installed (one size only)

\$~~440~~450**Meter Tampering**

- 1) Cut or missing seal (electric or water)
- 2) Unauthorized connect or reconnect of meter (electric or water)
- 3) Power diversion investigation, minimum– actual cost & requires a W.O.
- 4) Water diversion investigation, minimum – actual cost & requires a W.O.

\$ ~~185~~195\$ ~~245~~255\$ ~~415~~440\$ ~~365~~380**Meter Testing**

This is a deposit. It will be refunded if meter tests bad.

- 1) Electric meter
- 2) Water meter

\$ 100

\$ ~~125~~130**Returned Payment**

Fee

\$ 30

Reread Meter

(customer request due to high consumption)

No Charge if reading is incorrect

\$ ~~50~~55**Remote Read Meter Opt Out Charges****"PUD-Read" Remote Read Opt Out Fee**

Monthly fee, bi-monthly read

\$21

Analog Meter Fee

(per month in addition to applicable opt out fee)

\$7

Other Misc. Service Charges

-Alphabetical Order

Assessment Segregation (Water)

– minimum deposit

\$~~455~~460**Customer Service Conversion**

- 1) Convert overhead service to underground service
- 2) Change meter base to larger meter base size
- 3) Upgrade overhead service wire to larger size

\$~~175~~185\$~~200~~210\$~~440~~450**Easements and Other Recorded Documents**

- 1) Easements
- 2) Replacement Easements / Quit Claim Deeds
- 3) WSDOT Franchise Amendment

\$ ~~340~~350\$ ~~340~~350\$~~2105~~2125**Engineering Charge**

for Developer Proposals

Actual Cost over \$1000

Fire Hydrant Fund

Exception: when a hydrant is required in a specific location by other regulatory authority, the customer will pay the actual cost of installation.

\$ ~~5.455.72~~/ft
(6" and larger mains)

Increased Loads

Add service conversion charge when a transformer upgrade is required to maintain adequate capacity for a service upgrade.

Add connect charge for new services.

- | | |
|-------------------------------------|------------------------|
| 1) Single overhead transformer | \$ 880925 |
| 2) Two overhead transformers | \$ 10501100 |
| 3) Three overhead transformers | \$ 12501310 |
| 4) Single padmount transformer | \$ 555585 |
| 5) Two padmount transformers | \$ 870915 |
| 6) Three-phase padmount transformer | \$ 945990 |

Transformer Installation

This does not include the New Service Connect Charge

- | | |
|---|------------------------|
| 1) Install single phase overhead transformer | \$ 9801035 |
| 2) Install three phase overhead transformer | \$ 14101490 |
| 3) Install single phase pad-mount transformer | \$ 665695 |
| 4) Install three phase pad-mount transformer | \$ 635660 |

Trip Charge

(Customer not prepared for scheduled work or main disconnect not off)

- | | |
|--------------------------|----------------------|
| 1) Electrical Serviceman | \$ 115125 |
| 2) Line Crew | \$ 295305 |
| 3) Water Serviceman | \$85 |
| 4) Meter Reader | \$50 |

Vegetation

Removal and/or fee \$80

Yard Lights

- | | |
|---|----------------------|
| 1) Install light only, along with new service | \$ 9095 |
| 2) Install light only, established account | \$ 355380 |

New Service Connect Charges

– includes connect charge and engineering charge.

Electric – Overhead

Self-contained meter only

- | | |
|---|----------------------|
| 1) Single Phase – Connect to existing Overhead Transformer (Inc. OH Triplex svc to cust bldg) | \$ 530555 |
| 2) Three phase – Connect to existing overhead transformers (Inc. OH Quad svc to cust bldg) | \$ 925970 |

Electric – Padmount

Self-contained meter only

- | | |
|--|----------------------|
| 3) Single phase – Connect to existing padmount transformer | \$ 395420 |
| 4) Three phase – Connect to existing padmount transformer | \$ 450480 |

Electric – Others

- | | |
|---|--------------------|
| 5) Additional meter(s) at a multiple installation involving a single service run | |
| a) Each additional meter installed with original connection in a multi-pack | \$ 4045 |
| b) Additional charge for each meter installed at a <u>later time</u> than original connection in a multi-pack | \$ 7075 |

- | | |
|--|--|
| 6) CT Meter Connection (in addition to one of the above) | |
|--|--|

a) Up to and including 800 AMP	\$ <u>240245</u>
b) Greater than 800 AMP	\$ <u>335345</u>
7) Net Meter Installation	
a) Application fee: 0 W – 25 kW	\$100
b) Application fee: 26 kW – 500 kW	\$500
c) Application fee: 501 kW – 20 MW	\$1000
d) Standard Meter / AMR Meter	\$ <u>145150</u>
e) CT Meter / AMR-CT Meter	\$ <u>260275</u>
f) Interconnection Expansion	\$ <u>145150</u>
8) Radio-Read Meter Installation	
a) CT Meter	\$305
b) 3-Phase - new Time & Materials only	T & M
9) Temporary Service – in addition to above Transformer Installation and New Service Connect charges	\$ <u>105110</u>
10) Temporary Service – Community Sponsored Festival Only, includes KWH consumption	\$ <u>180185</u>
11) Unmetered installations – single-phase, overhead installation	\$ <u>360385</u>
a) Connection to existing transformer	

Water

1) Drop-in Meter 3/4" meter installed in an existing meter box Install new meter	\$ <u>180190</u>
2) Pressure Reducing Valve	
a) Upgrade service to include 3/4" Pressure reducing valve	\$ <u>10301135</u>
b) Upgrade service to include 1" Pressure reducing valve	\$ <u>10501070</u>
c) Drop-in pressure reducing valve into existing tandem setter – 3/4" only	\$ <u>155180</u>

3) All Water Systems

Meter Size	Meter Installation	Capital Facilities Charges	Total	Pressure Regulator Valve (if required)
5/8" x 3/4"	\$ <u>3,1053780</u> **	\$ <u>5,5155930</u>	\$ <u>8,620-9710</u>	Included*
1"	\$ <u>3,4003905</u> **	\$ <u>13,79514840</u>	\$ <u>17,19518745</u>	Included*
1-1/2"	At Cost	\$ <u>27,59529680</u>	At Cost + C.F.	At cost
2"	At Cost	\$ <u>44,15047595</u>	At Cost + C.F.	At cost
3"	At Cost	\$ <u>88,30094995</u>	At Cost + C.F.	At cost
4"	At Cost	\$ <u>137,980148440</u>	At Cost + C.F.	At cost
6"	At Cost	\$ <u>275,960296885</u>	At Cost + C.F.	At cost
8"	At Cost	\$ <u>441,540475020</u>	At Cost + C.F.	At cost
10"	At Cost	\$ <u>634,715682840</u>	At Cost + C.F.	At cost

*Included with meter installation if, in the opinion of the District, one is needed.

**Includes road crossing if req'd (35-foot max paved roadway, non-WSDOT)

Note: Please contact the Water Department to determine applicable charges.

Fire Hydrant Use – Temporary Service

1) Hydrant Use Permit (Includes connection to hydrant, 90 days use and up to 3000 cu ft. water. Additional water use billed at commercial rate. District may assess an additional permit fee for usage beyond 90 days)	\$ <u>565595</u>
2) Meter usage/damage deposit	\$995
3) RPBA usage/damage deposit	\$500

Sewer

- | | |
|--------------------------------|------------------|
| 1) Check Valve Assembly | \$ <u>360395</u> |
| 2) Inspect Customer Connection | \$ <u>340345</u> |

P.U.D. NO. 1 OF CLALLAM COUNTY
2022 ELECTRIC LINE EXTENSION UNIT PRICES
Attachment to Resolution 2236-22

UNDERGROUND	OVERHEAD
<u>PRIMARY CABLE IN CONDUIT</u>	
Single-Phase	8.30
V-Phase	14.95
Three-Phase	21.60
<u>PRIMARY CABLE WITHOUT CONDUIT</u>	
Single-Phase	6.45
V-Phase	11.10
Three-Phase	15.75
<u>PADMOUNT TRANSFORMERS</u>	
Single-Phase (SLAB & SCOOP)	1,535.00
Three-Phase 75 - 300 (w/ VAULT)	5,275.00
Three-Phase 500 - 2500 (w/ VAULT)	6,915.00
<u>JUNCTION BOX</u>	
Single-Phase (4-WAY)	2,265.00
Single-Phase (5-WAY)	2,780.00
V-Phase	2,280.00
Three-Phase	4,745.00
<u>SWITCH & FUSE CABINET</u>	
Fuse Pad (SLAB & SCOOP)	3,080.00
Single-Phase Fuse (Cabinet & Vault)	13,160.00
Three-Phase Fuse (Cabinet & Vault)	37,100.00
Three-Phase Switch (Cabinet & Vault)	62,300.00
<u>ELBOW</u>	
Elbow	240.00
Rotatable Feed-Thru	365.00
Elbow with 4-Way C/O	515.00
Elbow with 5-Way C/O	1,445.00
<u>SPLICE</u>	385.00
<u>RISER</u>	
Single-Phase	1,225.00
V-Phase	2,145.00
Three-Phase	3,115.00
<u>SECONDARY CABLE</u>	
<u>IN CONDUIT (SWEEPS NOT INC.)</u>	
4/0 - 4/0 - 2/0	7.05
350 MCM	8.35
<u>SECONDARY PED & VAULT</u>	
Pedestal (for 1-Phase Trans.)	380.00
3-Ph Sec. Cab. 14-Connection w/ Vault	9,995.00
3-Ph Sec. Cab. 30-Connection w/ Vault	11,615.00
<u>PRIMARY POLE</u>	
Single-Phase	3,275.00
V-Phase	3,580.00
Three-Phase	3,885.00
<u>PRIMARY POLE INSERT</u>	
Single-Phase	3,130.00
V-Phase	3,360.00
Three-Phase	3,590.00
<u>ADD A PHASE TO ONE SPAN</u>	
Single-Phase to V-Phase	1,250.00
Single-Phase to 3-Phase	1,555.00
<u>OVERHEAD TAP</u>	
Single-Phase	1,090.00
V-Phase	1,930.00
Three-Phase	2,810.00
<u>SEC / SVC POLE</u>	
	1,565.00
<u>SEC / SVC POLE WITH GUY & ANCHOR</u>	
	2,140.00
<u>GUY & ANCHOR</u>	
	515.00
<u>GUY POLE & SPAN GUY</u>	
	2,340.00
THE FOLLOWING ARE USED FOR SHARING PURPOSES ONLY: (WHICHEVER IS GREATER)	
TRENCH CR. PER FT. OR A MINIMUM OF	3.55 600.00

MISC. UNDERGROUND PRICES					
CONDUIT			SWEEPS		
2" PVC	5.60	2" Galv.	8.55	2" PVC 90°	37.15
3" PVC	6.35	3" Galv.	14.60	3" PVC 90°	38.50
4" PVC	11.25	4" Galv.	9.85	4" PVC 90°	55.90
2" PVC Sch. 80	3.40	2" P&C Flex	5.00	2" Galv. 90°	44.45
3" PVC Sch. 80	3.95	3" P&C Flex	6.05	3" Galv. 90°	170.05
4" PVC Sch. 80	4.80	4" P&C Flex	7.35	4" Galv. 90°	408.95

**PUBLIC UTILITY DISTRICT NO. 1
OF CLALLAM COUNTY**

SCHEDULE OF DEPOSITS AND CHARGES

Effective May 1, 2022

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**PUBLIC UTILITY DISTRICT NO. 1
OF CLALLAM COUNTY**

SCHEDULE OF DEPOSITS AND CHARGES EFFECTIVE May 1, 2022

DEPOSITS

Electric

- Residential: Two-twelfths of estimated annual billings with a minimum deposit of \$150, or as determined by the District.
- Non-Residential: Two-twelfths of estimated annual billings with a minimum deposit of \$150, or as determined by the District.

Water

- Residential: Two-twelfths of estimated annual billings with a minimum deposit of \$150, or as determined by the District.
- Non-Residential: Two-twelfths of estimated annual billings with a minimum deposit of \$150, or as determined by the District.

Satisfactory credit record with the District, credit assessment, or enrollment in SmartPay may allow the District to waive the deposit requirement.

Additional deposits may be required at the discretion of the District.

CHARGES

Connect / Reconnect / Disconnect / Transfer

– applicable to standard new or existing services.

Electric

- | | |
|--|-------|
| 1) Meter, including multiple electric meters for same account | \$ 50 |
| 2) Separate account at same service address | \$ 30 |
| 3) Using last reading, one or more meters for same account | \$ 25 |
| 4) Disconnect or reconnect remote meter, including multiple remote meters for same account | \$ 25 |
| 5) Disconnect or reconnect CT/3 Phase/at transformer | \$ 75 |
| a) Same account, non-remote meter (in addition to CT/3 Phase/at transformer) | \$ 30 |
| b) Same account, remote meter (in addition to CT/3 Phase/at transformer) | \$ 25 |

Water

- | | |
|--|-------|
| 1) Independent of electric | \$ 50 |
| 2) Simultaneous with non-remote electric | \$ 30 |
| 3) Simultaneous with remote electric, field visit required | \$ 50 |
| 4) Using last reading, independent of electric | \$ 25 |

Sewer

- | | |
|--|-------|
| 1) Independent of electric and/or water | \$ 15 |
| 2) Simultaneous with electric and/or water | \$ 10 |

After Hours and/or Nonpayment

Multiple meter types per account may require additional service fees.

After Hours and/or Nonpayment non-remote meter

(in addition to other applicable charges)

- | | |
|--|--------|
| 1) Electric only or water only | \$ 100 |
| 2) Electric and Water | \$ 160 |
| 3) Additional charge to above: (actual cost) | |
| Requests received between 4:00 p.m. and 5:00 p.m.
on regular business days (per 1/2 hour of overtime incurred) | \$ 60 |
| 4) Requests received between 5:00 p.m. and 7:00 a.m.
of the next business day | \$ 545 |

After Hours and/or Nonpayment - CT/320A/3 Phase/at transformer

(in addition to other applicable charges)

- | | |
|--|--------|
| 1) Electric only | \$ 150 |
| 2) Electric and Water | \$ 210 |
| 3) Additional charge to above: (actual cost) | |
| Requests received between 4:00 p.m. and 5:00 p.m.
on regular business days (per 1/2 hour of overtime incurred) | \$ 95 |
| 4) Requests received between 5:00 p.m. and 7:00 a.m.
of the next business day | \$ 545 |

After Hours and/or Nonpayment W/ remote reconnect

(in addition to other applicable charges)

- | | |
|--|-------|
| 1) Reconnect electric only during business hours (7:00 am – 5:00 pm) | \$ 50 |
| 2) Requests received between 5:00 p.m. and 7:00 a.m.
of the next business day (Remote reconnect only, dispatch of CSR) | \$165 |

After Hours Dispatch of CSR

Without reconnect

\$ 165

Late Fee

- | | |
|--|------|
| 1) To cover expenses related to processing past due accounts | \$ 5 |
|--|------|

Misc. Service Charges

-Alphabetical Order

Access Appointment to Read Meter

Electric or water

\$ 55

Access Appointment (e.g.: Maintenance & Repair)

- | | |
|-------------|--------|
| 1) Electric | \$ 125 |
| 2) Water | \$ 85 |

Continuous Service Contract

- | | |
|---|-------|
| 1) New contract – Initial setup & units | \$ 55 |
| 2) Transfer reading | \$ 25 |
| 3) Restoration of services | |
| a) Non-remote electric | \$ 50 |
| b) Water – simultaneous of non-remote electric | \$ 30 |
| c) Water – independent of electric or simultaneous with remote electric | \$ 50 |

Refer to above sections for any variances regarding CT/320A/Remote Disconnect or After Hours/DNP for Continuous Service Contracts

Field Collection

and/or extension

\$70

Lock Box

installed (one size only)

\$450

Meter Tampering

1) Cut or missing seal (electric or water)	\$ 195
2) Unauthorized connect or reconnect of meter (electric or water)	\$ 255
3) Power diversion investigation, minimum– actual cost & requires a W.O.	\$ 440
4) Water diversion investigation, minimum – actual cost & requires a W.O.	\$ 380

Meter Testing

This is a deposit. It will be refunded if meter tests bad.

1) Electric meter	\$ 100
2) Water meter	\$ 130

Returned Payment

Fee	\$ 30
-----	-------

Reread Meter

(customer request due to high consumption)	\$ 55
No Charge if reading is incorrect	

Remote Read Meter Opt Out Charges**"PUD-Read" Remote Read Opt Out Fee**

Monthly fee, bi-monthly read	\$ 21
------------------------------	-------

Analog Meter Fee

(per month in addition to applicable opt out fee)	\$ 7
---	------

Other Misc. Service Charges

-Alphabetical Order

Assessment Segregation (Water)

– minimum deposit	\$ 460
-------------------	--------

Customer Service Conversion

1) Convert overhead service to underground service	\$ 185
2) Change meter base to larger meter base size	\$ 210
3) Upgrade overhead service wire to larger size	\$ 450

Easements and Other Recorded Documents

1) Easements	\$ 350
2) Replacement Easements / Quit Claim Deeds	\$ 350
3) WSDOT Franchise Amendment	\$ 2125

Engineering Charge

for Developer Proposals

Actual Cost over \$ 1000

Fire Hydrant Fund

Exception: when a hydrant is required in a specific location by other regulatory authority, the customer will pay the actual cost of installation.

\$ 5.72/ft
(6" and larger mains)

Increased Loads

Add service conversion charge when a transformer upgrade is required to maintain adequate capacity for a service upgrade.

Add connect charge for new services.

1) Single overhead transformer	\$ 925
2) Two overhead transformers	\$ 1100
3) Three overhead transformers	\$ 1310

4) Single padmount transformer	\$ 585
5) Two padmount transformers	\$ 915
6) Three-phase padmount transformer	\$ 990

Transformer Installation

This does not include the New Service Connect Charge

1) Install single phase overhead transformer	\$ 1035
2) Install three phase overhead transformer	\$ 1490
3) Install single phase pad-mount transformer	\$ 695
4) Install three phase pad-mount transformer	\$ 660

Trip Charge

(Customer not prepared for scheduled work or main disconnect not off)

1) Electrical Serviceman	\$ 125
2) Line Crew	\$ 305
3) Water Serviceman	\$ 85
4) Meter Reader	\$ 50

Vegetation

Removal and/or fee	\$ 80
--------------------	-------

Yard Lights

1) Install light only, along with new service	\$ 95
2) Install light only, established account	\$ 380

New Service Connect Charges

– includes connect charge and engineering charge.

Electric – Overhead

Self-contained meter only

1) Single Phase – Connect to existing Overhead Transformer (Inc. OH Triplex svc to cust bldg)	\$ 555
2) Three phase – Connect to existing overhead transformers (Inc. OH Quad svc to cust bldg)	\$ 970

Electric – Padmount

Self-contained meter only

3) Single phase – Connect to existing padmount transformer	\$ 420
4) Three phase – Connect to existing padmount transformer	\$ 480

Electric – Others

5) Additional meter(s) at a multiple installation involving a single service run

a) Each additional meter installed with original connection in a multi-pack	\$ 45
b) Additional charge for each meter installed at a <u>later time</u> than original connection in a multi-pack	\$ 75

6) CT Meter Connection (in addition to one of the above)

a) Up to and including 800 AMP	\$ 245
b) Greater than 800 AMP	\$ 345

7) Net Meter Installation

a) Application fee: 0 W – 25 kW	\$ 100
b) Application fee: 26 kW – 500 kW	\$ 500
c) Application fee: 501 kW – 20 MW	\$ 1000
d) Standard Meter / AMR Meter	\$ 150
e) CT Meter / AMR-CT Meter	\$ 275
f) Interconnection Expansion	\$ 150

- 8) Radio-Read Meter Installation
 - a) CT Meter \$ 305
 - b) 3-Phase - new Time & Materials only T & M
- 9) Temporary Service – in addition to above \$ 110
Transformer Installation and New Service Connect charges
- 10) Temporary Service – Community Sponsored Festival Only, includes KWH consumption \$ 185
- 11) Unmetered installations – single-phase, overhead installation \$ 385
 - a) Connection to existing transformer

Water

- 1) Drop-in Meter 3/4" meter installed in an existing meter box
Install new meter \$ 190
- 2) Pressure Reducing Valve
 - a) Upgrade service to include 3/4" Pressure reducing valve \$ 1135
 - b) Upgrade service to include 1" Pressure reducing valve \$ 1070
 - c) Drop-in pressure reducing valve into existing tandem setter – 3/4" only \$ 180
- 3) All Water Systems

Meter Size	Meter Installation	Capital Facilities Charges	Total	Pressure Regulator Valve (if required)
5/8" x 3/4"	\$3780**	\$5930	\$9710	Included*
1"	\$3905**	\$14840	\$18745	Included*
1-1/2"	At Cost	\$29680	At Cost + C.F.	At cost
2"	At Cost	\$47595	At Cost + C.F.	At cost
3"	At Cost	\$94995	At Cost + C.F.	At cost
4"	At Cost	\$148440	At Cost + C.F.	At cost
6"	At Cost	\$296885	At Cost + C.F.	At cost
8"	At Cost	\$475020	At Cost + C.F.	At cost
10"	At Cost	\$682840	At Cost + C.F.	At cost

*Included with meter installation if, in the opinion of the District, one is needed.

**Includes road crossing if req'd (35-foot max paved roadway, non-WSDOT)

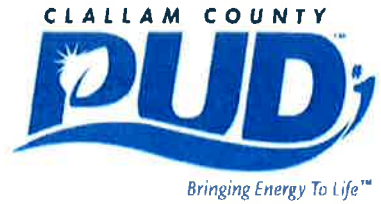
Note: Please contact the Water Department to determine applicable charges.

Fire Hydrant Use – Temporary Service

- 1) Hydrant Use Permit \$ 595
(Includes connection to hydrant, 90 days use and up to 3000 cu ft. water. Additional water use billed at commercial rate. District may assess an additional permit fee for usage beyond 90 days)
- 2) Meter usage/damage deposit \$ 995
- 3) RPBA usage/damage deposit \$ 500

Sewer

- 1) Check Valve Assembly \$ 395
- 2) Inspect Customer Connection \$ 345



MEMORANDUM

Date: March 28, 2022
To: Sean Worthington, General Manager
From: John Purvis, Assistant General Manager; Charlie McCaughan, Procurement & Facilities Supervisor
Re: ACCEPTANCE MEMO OF COMPLETION
BID OPENING NOVEMBER 17, 2021
CENTRAL WAREHOUSE FACILITY SKYLIGHT REPLACEMENT
100 HOOKER ROAD, SEQUIM
BID NUMBER 211007

All work under the above-referenced contract with CHG BUILDING SYSTEMS, INC., has been completed. It is recommended this work be accepted as complete.

The project consisted of all necessary services, labor, and materials required for skylight replacement on Central Warehouse Facility at 100 Hooker Road, Sequim, due to leaking of the existing skylights.

The Contractor started the project on January 31, 2022, and completed the work on February 3, 2022. The total contract cost:

JP:CM:jk

Handwritten initials 'CM'

Table with 2 columns: Item, Total. Rows include Contract Amount (\$111,639.00), WSST (8.5%) (\$9,489.32), and Total Contract Cost (\$121,128.32).

Accepted by Board of Commissioners at meeting of: _____, 20__.

Sean Worthington, General Manager

A RESOLUTION Authorizing the Disposal of Surplus Property

WHEREAS, in accordance with RCW 54.16.180, the District property and equipment described on the attached list, has been determined to be no longer necessary or useful in the operation of the District's system; and

WHEREAS, removal, storage, and accounting for such surplus equipment is wasteful; now, therefore, be it

RESOLVED, That the General Manager is hereby authorized to dispose of the material described on the attached list as determined to be in the District's best interest.

PASSED, by the Board of Commissioners of Public Utility District No. 1 of Clallam County, Washington, this 11th day of April, 2022.

President
ATTEST:

Vice President

Secretary

RESOLUTION NO. 2238-22

A RESOLUTION Reestablishing the Dollar Amounts
for the Working Funds and Rescinding Resolution 2174-20

WHEREAS, Resolution No. 2174-20 reestablished the Public Utility District Working Funds in the amount of \$3,350, which consisted of \$3,350 in "Change Funds" administered by Cashiers/Custodians in each area office and the authorization of minor disbursements from the Change Funds in the form of "Petty Cash"; and

WHEREAS, it is desirable to eliminate the name "Change Funds" and instead refer to the funds as "Working Funds"; and

WHEREAS, it is desirable and prudent to set the total amount of the Working Funds at \$3,200; and

WHEREAS, it is desirable to have any out-of-pocket expenses submitted to Accounts Payable by voucher for authorized reimbursement; now, therefore, be it

RESOLVED, That this RESOLUTION in its entirety becomes effective on April 11, 2022;

2. That the Establishment of Working Funds, totaling \$3,200 and as designated below, with the Treasurer holding a receipt from the custodian of each office, is hereby confirmed; and

Forks:	\$800
Sekiu	\$300
Carlsborg	\$2,100

3. That out-of-pocket reimbursements will be submitted to Accounts Payable by voucher for authorized reimbursement; and

4. That Resolution 2174-20 is rescinded.

PASSED, by the Board of Commissioners of Public Utility District No. 1 of Clallam County, Washington, this 11th day of April, 2022.

President

ATTEST:

Vice President

Secretary

RESOLUTION NO. 2239-22

A RESOLUTION Establishing the Current Electric Service
Regulations and Requirements and Rescinding Resolution 2225-21

WHEREAS, it is in the District's and its customers' best interests to maintain regulations and requirements for the use, sale, and price of electric energy distributed by the District and for the installation of facilities for distribution of electric energy; and

WHEREAS, the Electric Service Regulations have been reviewed and it is appropriate to update and revise the document at this time; and

WHEREAS, the attached Electric Service Regulations should replace and rescind all previous documents; now, therefore, be it

RESOLVED, that this RESOLUTION in its entirety becomes effective on April, 11, 2022;

2. That Resolution 2225-21 is rescinded.

PASSED, by the Board of Commissioners of Public Utility District No. 1 of
Clallam County, Washington, this 11th day of April, 2022.

President

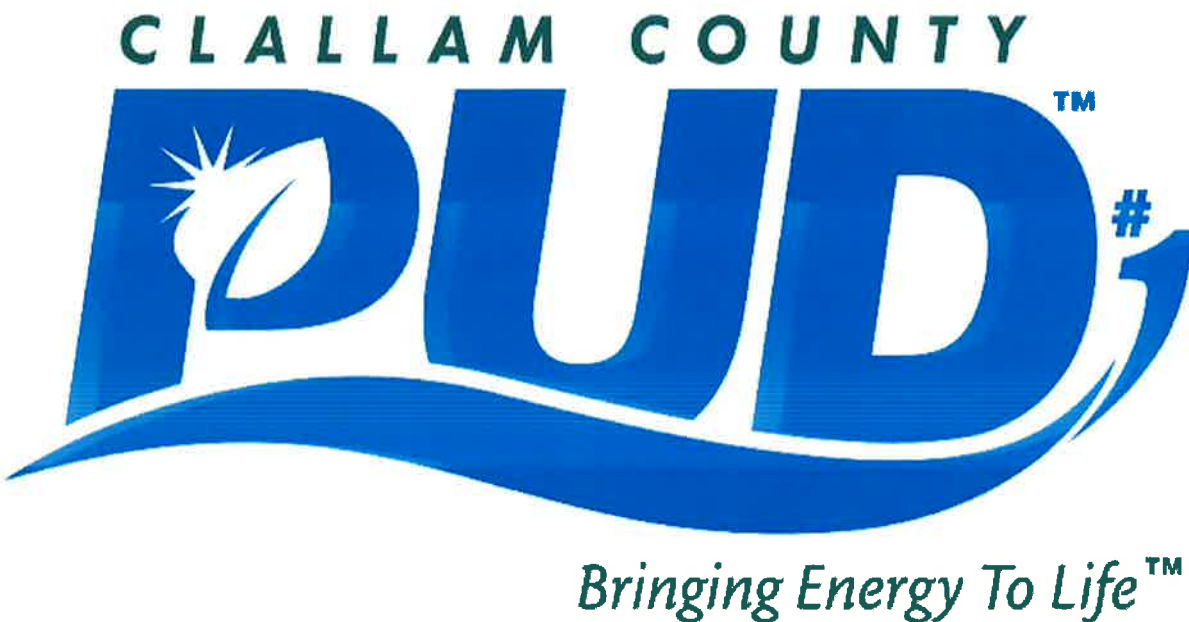
ATTEST:

Vice President

Secretary

RESOLUTION NO. 2239-22

PUBLIC UTILITY DISTRICT #1
OF CLALLAM COUNTY



REDLINE – see Section 3A13 on page 14
ELECTRIC SERVICE
REGULATIONS

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SECTION 1: Definitions

Annual Load Factor

The quotient of the annual electric usage divided by the product of the highest monthly peak demand multiplied by 8,760.

Approved Lessee

A person or legal entity furnishing evidence of a lease of sufficient duration and provisions, in the opinion of the General Manager of the District, to justify application of the *Line Extension Policy* for line construction to serve a proposed facility.

Billing Period

The normal billing period will be from 27 to 33 days and adjusted so that there are twelve (12) billing periods per calendar year. The District reserves the right to adjust billing periods in order to facilitate operations.

General Service

Commercial and individual customers including schools, public agencies and other users not eligible under other rate schedules, further classified by demand as small, medium and large.

Contracted Service Location

The designated site on a parcel of land where service is requested by the person(s) initiating line construction, which site determines both timing and ownership of refunds which become available. To qualify as a Contracted Service Location, a site must be of adequate size to accommodate the facility stipulated in the Customer's contract.

Contribution in Aid of Construction

The construction cost of a line extension as paid by the Customer for lines installed by the District or installed by the customer under a modified *Line Extension Agreement*.

Conventional Subdivision

A subdivision of land such that installation of electric utility lines is required by the County for approval for marketing of building sites.

Customer

A person, commercial business, or other entity that has, or has applied for, a service account with the District.

Developer

A person, commercial business, or legal entity requesting service to two or more dwelling sites, to a manufactured home rental facility, or to a multi-family structure.

District

Public Utility District No. 1 of Clallam County, Washington.

Financial Institutions

Banks, credit unions, and savings and loans.

Home Enterprise and Home-Based Industry Service

Home-based enterprise, business, or industries shall be defined by requirements set forth in the Clallam County Zoning Code under Zoning Code (CCC 33). When meeting these requirements, the service shall be classified as a Residential Service.

Idle Facilities

Overhead and underground lines and equipment which were installed as a means of providing service to customers and have not been used by the customer for active service for a period of one year or more.

Large Industrial Service

Customers with metered loads exceeding 1000kW subject to conditions described in the most current version of the District's *Electric System Rate Schedules*.

Low Income

Meeting the guidelines established by state or federal regulations and administered by Community Action Council.

Manager

The General Manager of Public Utility District No. 1 of Clallam County, Washington, or authorized agent thereof.

Manufactured Home

A structure for residential occupancy (eating, sleeping, and sanitation accommodations) that is built on a permanent chassis designed to be transportable and is a minimum of 8 feet wide and 40 feet long excluding the tongue. (Formerly referred to as "mobile home.")

Nonconventional Subdivision

Any other subdivision of land, including short platting, where installation of electric utility lines is not required under County regulations.

Owner

For Sharing purposes, the Owner of property shall be deemed the holder of the Statutory Warranty Deed, EXCEPT that in the event of contract sale, the Owner shall be deemed to be that person (those persons) purchasing the property by Real Estate Contract.

Person

Human Beings, associations, co partnerships, and corporations, whether acting by themselves or by a servant, agent, or employee.

Residential Service

Applies to residential and farm customers for domestic, seasonal or recreational use. A residential service is service to any building, facility or structure that is associated with a residence, either single or multi family. For a farm to qualify for this schedule, it must include a residence.

Sharing

Monies collected by the District from Customers connecting to a line extension wherein other Customers connected to that line have paid a Contribution in Aid of Construction.

Substation Capacity

Based on the most recent PUD planning study, the amount of available MVA divided by the rated MVA of the transformer during peak loading conditions.

Trench

Trenching, bedding, backfilling, compaction, restoration, and maintenance of subsequent ditch settling.

Trench Cost

The unit cost of trenching as established by the District used for computing construction cost sharing.

SECTION 2: General Regulations

A. Contracts, Rates, and Resale

Electric service shall be provided upon approval of written application; such application being a contract for service, subject to the Electric Service Regulations of the District. Rates shall be as detailed in the applicable Rate Schedule. Where, by special consideration of the Manager, more than one Customer receives service from one metering point, the basic charges may be multiplied by the number of Customers. Unless otherwise provided in the contract, the Customer shall not resell the electric energy provided under this Regulation. Any customer desiring to resell electric energy received under the terms of this contract shall be required to enter into a *Submetering Service Provider Contract* with the District.

1. **Effective Date of Contracts** - All service contracts shall take effect from the day they are signed, and rates will be charged and bills rendered from the date the premises are connected with electrical power.
2. **Term of Contracts** - All service contracts shall be binding and, unless otherwise specified, shall continue in effect until after notice of discontinuance is filed in the office of the District.
3. **Customer's Protection** - No inspector, agent, or employee of the District may ask, demand, receive, or accept any personal compensation for any service rendered to Customers of electric power, or other persons, in connection with supplying or furnishing electric power by the District.
4. **Obligations of District to be in Writing** - No promise, agreement, or representation of any employee or agent of the District with reference to furnishing of electric power shall be binding on the District unless the same shall be in writing, signed by the Manager in accordance with the provisions in these Regulations.
5. **Liability for Violating Provisions of these Regulations** - Any person violating any of the provisions of these Regulations shall be prosecuted in accordance with applicable laws; and in addition, the service of any person found guilty of violating the provisions of these Regulations may be disconnected, and the person violating shall be liable for all damage and expenses incurred by the District and for all electric power used by reason of such violation.
6. **Requirement to Meet Building Code Standards** - No building shall qualify for service connection if it does not meet or exceed any Regional, State, County, Municipal, or District building code or energy-efficiency standard.

B. Service Not Covered in Rate Schedules

Service may be supplied to Customers not coming within the scope of the regular Rate Schedules of the District; provided that such service shall be covered by separate contract, which may be subject to provisions of the District's power purchase agreements, and shall be approved by the Commissioners of the District. Examples include:

1. New Service(s) involving line extensions in excess of 5,000 feet where estimated line operation, maintenance or capital replacement costs cannot be supported by estimated revenue within the applicable established rate schedule(s).
2. New Service(s) that are primary metered.
3. New Service(s) subject to non-standard regulatory or legal requirements and conditions.

C. Delivery Point

A delivery point will be established by the District for each customer.

D. Tax Adjustment

The amount of the total of any or all revenue, kilowatt hours, or other form of tax imposed by any municipal, federal, or state taxing body upon the District, may be apportioned by the Commission of the District according to the territory in which such tax or taxes may be effective and amongst the various different classes of service furnished therein, and shall constitute an additional charge to any amounts which may be billed to any Customer under any rate schedule or special contract covered by these Regulations.

E. Discontinuance of Service

The District reserves the right to cut off the supply of electric power and discontinue service in the event the Customer:

1. Shall fail to comply with the District's *Electric Service Regulations, Facility Access Policy* or provisions of the *Service Contract*, or,
2. After due-process, non-payment of a District invoice. Service may be disconnected by the District at any time to prevent fraudulent use or to protect its property. Reconnection will occur after satisfactory remedy to the District (see Section 8).

F. Board of Commissioners

The Board of Commissioners of Clallam County PUD establishes policies for the District. Any customer who wishes to comment on, make a recommendation regarding a policy, or who disagrees with a decision made by District staff may address the Commissioners at a regularly scheduled Board meeting.

G. Applicability of Electrical Service Requirements/Facility Access Policy

In addition to these Regulations, the District's *Electric Service Requirements* and *Facility Access Policy* are also applicable to the installation, operation and maintenance of all District electrical facilities.

H. Right to Refuse Service

The District reserves the right to refuse to connect, or render service to, any applicant or any Customer where such connection and/or where the applicant or Customer has not complied with State, Municipal, or with this District *Electric Service Requirements* or *Facility Access Policy* concerning the rendition of service or has an unpaid obligation to the District.

I. Right to Enter Upon Premises

The District shall have the right, through its agents or employees, to safely enter the property of the Customer at all times for the purpose of: reading, inspecting, repairing, or removing metering devices, appliances, and wiring of the District; trimming or removing trees and brush around meters, transformers, or other equipment that may interfere with the safe and efficient operation of the utility system; maintenance of utility lines, both overhead and underground; and inspection, replacement, installation and removal of District facilities.

SECTION 3: Line Extension Regulations

A. General Provisions

1. **Location** - Permanent line extensions will normally be built in the most direct route from the nearest source of supply. However, availability of easements and maintenance considerations may affect line routing. Placement of line extensions shall be at the discretion of the Manager of the District.
2. **Trenches** - The Customer or Developer shall provide trenches to District specifications for all underground installations.
3. **Easements** - The Customer or Developer shall provide easements as required for the extension, in the location and of the width specified by the District.
4. **Ownership of Facilities** - Ownership of any and all facilities constructed under the District's Line Extension Regulations shall remain with the Public Utility District No. 1 of Clallam County, Washington. Ownership of Customer or Contractor installed extensions will begin when approved and energized by the District.

5. **Increase, Maintenance, and Upgrading of Facilities** - Any costs incurred to provide any increase in facilities beyond those requested or needed to serve the load of an individual Customer or Developer shall be absorbed by the District, provided that the Manager of the District shall be the final authority as to the size of facilities to be installed, and provided that certain standard and minimum facilities may be established as customary for District installation. Maintenance and upgrading of facilities for District purposes following initial construction shall be the responsibility of the District.
6. **Construction Cost Sharing**
- a. Any Contribution in Aid of Construction paid by the initial Customer(s) for which a line extension is built and which in total exceeds \$500 shall be distributed over the number of primary poles installed and/or the number of feet of underground line installed, and shall become the basis for future Sharing of costs by additional Customers using the line.
 - b. Sharing on construction costs shall continue for seven (7) years from the time service is available from the line or until the first time after such Share shall become less than Five Hundred Dollars (\$500) or until the property served by the line is sold, whichever comes first. The purchaser of a Pioneer or Shareholder property is not eligible to receive Sharing.
 - c. Shares shall be computed based on that portion of the line to be used by the additional Customer and on the resulting total number of Customers served by the line segment involved. For overhead lines, Sharing shall be on a per pole basis; for underground lines, Sharing shall be on a per foot basis. Sharing of monies collected shall be based on the number of users of each segment of line who are still eligible for Sharing refunds.
 - d. The monies collected for "Sharing" of the extension cost shall be distributed to eligible shareholders within 120 days after completion of construction.
 - e. Trench cost allowance will be included in Sharing costs.
7. **Refund of Sharing** - Line construction shares as stipulated in Section 3 shall be refunded to the Owner of the property at the time the Sharing becomes available, EXCEPT where payment for construction has been made by an Approved Lessee, in which case refund shall be made to the lease holder, and EXCEPT where property is held as a Life Estate, refund shall be made to that Person(s) making payment for construction.
8. **Mailing of Sharing** - Any payment derived from Sharing shall be mailed to the last known address of the present Owner. When a Sharing has been mailed to such Person(s) and has been returned to the District due to lack of proper mailing address, the District shall make all reasonable efforts to locate the present Owner. However, in the event the present Owner may not be located, after one year's time has elapsed, the monies shall become the property of the District.

9. **Contracted Service Location** - When a line extension is initiated by a Customer, the location on the property where service is requested shall become a part of the contractual agreement. Acceptance of service by the Customer shall be deemed evidence of proper identification of that location. In the event that the parcel first served is divided by sale prior to Sharing, ownership of monies and entitlement to Sharing shall run with the parcel of land encompassing the Contracted Service Location. The Customer may modify the Contracted Service Location by notifying the District in writing prior to service first being connected at the site; and when such notification is acknowledged by the District, the new site shall become the Contracted Service Location, and the Owner of said parcel shall be entitled to any and all applicable Sharings.
10. **Construction and Ownership of Extension** - The Customer(s) shall bear the entire cost of the extension and may elect either to have the extension constructed by the District in compliance with this Section or by a contractor of choice, in accordance with all specifications of, and subject to inspection (the cost of such inspection, etc. shall be paid for by the Customer or Customers) and approval by the District. Upon completion of the contractor extension, title thereto, together with all necessary franchises, easements, rights of way, and/or permits pertaining to the extension shall be conveyed to the District, and the District agrees to assume obligations and liabilities for maintenance and operation. In the event that the extension is built by a contractor:
- a. The extension shall be guaranteed by the Customer, for a period of not less than one year, against physical defects. Electrical service will not be made available until all requirements are met by the Customer(s).
 - b. The Customer shall have the option of entering into a modified *Line Extension Agreement* whereby future Customers using the line will be required to pay certain costs of Sharing, as stipulated by the District's Regulations. The Customer shall then furnish evidence of the cost of the extension, and the District shall record that cost as a sharable "Contribution in Aid of Construction" for the contracted service location of the property to be served. Such evidence must be provided within six (6) months of completion or the line will be considered a free line and not subject to sharing. The Customer shall be entitled to Sharing only while the balance of the *Contribution in Aid of Construction* exceeds \$500, and within the time limits established by District Regulations.
11. **Proposal Cost** - The District will provide line extension cost estimates to the Customer or potential developers. If the cost of preparing the estimate(s) exceeds \$1,000, the customer or developer will pay in advance the estimated engineering cost for amounts in excess of \$1,000.
12. **Unit Costs** - The District Manager will establish unit costs (based on actual District cost) for components of the electrical system used in line extensions and a unit cost trench allowance. These costs will be changed as needed to reflect current actual expenses.

13. **Cost Accounting** - The District will review the actual cost of each line extension. If the actual cost exceeds the estimate by more than ~~\$50~~ \$200, the Customer will be invoiced for that amount in excess of the estimate; or if the estimate exceeds the actual cost by more than ~~\$50~~ \$200, a refund of the excess will be made to the Customer.
14. **Substation Capacity Charge** -When an existing substation transformer will exceed 80% of full air-cooled transformer rating due to a peak load addition of more than 600 KVA, the requesting customer will be assessed a substation capacity charge. This charge will be based on the current estimated substation upgrade cost, and the existing transformer capacity shall be based on the most recent District planning study. Peak load addition will be based on 80% of the customer submitted main disconnect panel amp rating. Primary metered services peak load addition will be based on PUD engineering calculation incorporating the following formula:

Capacity Charge = $A*B/(C-D)$ where:

- A = Current estimated substation upgrade cost
- B = Portion of load addition above 80% of existing transformer rating
- C = New transformer full air-cooled rating
- D = Current load on existing transformer

B. Residential Line Extensions

1. **New Service Charge(s)** - The District's New Service Charge(s) shall be paid prior to connection to District facilities, and shall provide for installation of a transformer, overhead service conductor installation, underground service inspection and connection, and the District's portion of the metering equipment for a service to a single-family residence. In addition, a service pole may be installed, without cost to the Customer, if that service pole is required for the convenience of the District.
2. **Construction Costs** - Where facilities construction is required to make service available to a single family residence, the costs to the Customer(s) shall be determined as follows:
 - a. The estimated cost of the facilities to be constructed by the District plus the New Service Charge will be determined by the District.
 - b. The Customer(s) desiring service shall pay to the District the estimated cost of the facilities plus the New Service Charge.
 - c. Cost sharing will be included in construction cost estimates.
3. **Construction Cost Sharing** - construction costs shall be shared by additional Customers using the line in accordance with the **General Provisions** of this Section.

C. General Power Line Extensions (Non-Residential)

1. **New Service Charge(s)** - The New Service Charge(s) shall be paid prior to connection to District facilities.
 - a. **For General Power Accounts with Anticipated Annual Load Factors Equal to or Greater than 40 Percent.** The District's New Service Charge(s) shall provide for installation of transformers, overhead service conductors, underground service connection and the District's portion of metering equipment.
 - b. **For General Power Accounts with Anticipated Annual Load Factors Less than 40 Percent.** At the discretion of the Manager, some portion of the transformation and metering cost shall be paid by the Customer. Surcharges collected for transformation or metering shall not be sharable.
 - c. **For Primary Metering** - The cost of primary metering shall be paid by the Customer, unless such primary metering is required by the District for its benefit.
 - d. **For a Service Pole** - A service pole may be installed without cost to a General Power Customer if such service pole is required for the District's convenience.
2. **Construction Costs** - Where facilities construction is required to make service available to a General Power account, the costs to the Customer shall be determined as follows:
 - a. The estimated cost of the facilities to be constructed by the District plus the New Service Charge(s) will be determined by the District.
 - b. The General Power Customer(s) desiring service shall pay to the District the estimated cost of the facilities plus the New Service Charge(s).
 - c. Cost sharing will be included in construction cost estimates.
3. **Construction Cost Sharing**
 - a. General Power line extension costs shall be shared as provided for in Section 3 except where a multi-phase line has been provided and a Customer utilizes a portion of the line for single-phase (or VØ) service, the single-phase (or VØ) Customer's costs shall be based on single-phase (or VØ) costs from the Table of Construction Costs in use at the time the line was built.
 - b. Transformer installation charges for three-phase service shall be a Contribution in Aid of Construction and eligible for sharing by other three-phase customers.

D. Large Industrial Power Line Extensions

Line extensions for industrial and large power accounts shall be made by individual arrangement.

E. Developer Line Extensions

1. **Construction Costs** - A Developer requesting extension of electric lines in Conventional or Non-Conventional Subdivisions or to provide service for manufactured home rental facilities or multi family dwelling structures shall pay to the District the District's estimated cost of the required facilities prior to work being scheduled.
2. **Construction Cost Sharing** - Line extensions occurring as a result of Developer activities may be subject to sharing. Contribution in Aid of Construction shall be shared in the same manner. Only that portion of a line utilized by another party shall be included in cost sharing calculations.

F. Irrigation Line Extensions

1. Line extensions built to serve irrigation pumps and/or nonresidential farm installations exclusively shall be constructed at the Customer's expense.
2. The District's New Service Charge(s) shall provide installation of a transformer(s), overhead service conductors, and the District's portion of the metering equipment for the irrigation service. New Service Charge(s) shall be paid prior to connection to District facilities.
3. Irrigation line construction costs shall be shared by additional Customers using the line, in the same manner as residential/commercial line construction costs.

G. Facilities

Line extensions will be owned and maintained by the District as long as customers utilize them for electric service. When it is determined that District facilities have been idle for a period of one year, the District has the right to remove the facilities or parts thereof. The District will attempt to contact the property owner to determine if he/she has a future need for the idle facilities. Customers who are not using any energy but wish to have the facilities available can do so by paying a monthly service charge as determined by the District.

SECTION 4: District's Obligations

A. Interruption of Service

The District shall exercise diligence and care to furnish and deliver a continuous supply of electric power to the Customer, but will not be liable for interruption or shortage of supply due to accident or conditions beyond the District's control. In the event of such interruption or shortage, the District shall not be liable for any loss or damage occasioned thereby, nor shall such interruption or shortage constitute a breach of its contract.

B. Claims for Damages

The District has a procedure to evaluate claims for damages. A *Claim for Damages form* will be provided to parties, at their request, who have experienced property damage as a result of District action or as a consequence of connection to District facilities. Provision of a claim form is not an admission of liability. The District will investigate each claim for damages and respond to the claimant.

SECTION 5: Customer's Obligations

A. Increased Use

1. In order to prevent damage to the District's equipment and impairment of its service, the Customer shall give the District notice before making any additions to his connected load so that the District, at its option, may provide such facilities as may be necessary for the furnishing of increased service. Such additions include, but are not limited to, electric heating. The District reserves the right to limit service to any Customer.
2. When increased load requires underground service conductor must be changed, the Customer must pay the expense of the installation of the new conductor and conduit, and the District will provide reconnection to its facilities.
3. In cases where a Customer load increases enough at one time to require upgrading of District electrical facilities, the Customer will pay the charge set forth in the *Schedule of Deposits and Charges*. In cases where system upgrade to primary distribution, transmission, or substation is required, the Customer will pay the upgrade cost (subject to Section 3). (Exception: where the District determines that service conductor must be replaced with primary conductor to maintain adequate voltage for the original service panel size, the District will perform the work at no charge.) Where gradually increasing loads from multiple Customers requires upgrading of District electrical facilities, the upgrade will be at no charge to the Customers.

B. Balancing of Load

The Customer or contractor shall connect any equipment to keep the load, under normal operating conditions, balanced within plus or minus 10 percent of the average load across the phase wires.

C. Claims for Damages

If a customer believes that District action or connection to District facilities may have resulted in property damage, the customer should notify the District as soon as possible. The expense of contractor repairs and/or parts may not be reimbursed unless the District has first been contacted and had opportunity to respond to the situation. The District's Claim for Damages form is available for use by the Customer and will be helpful in making certain all pertinent information is provided.

D. Access to District Facilities

The Customer shall not permit access to District equipment or lines by anyone other than authorized representatives of the District. The Customer shall obtain and grant all necessary permission to enable District Representatives to install, maintain, service, or remove its facilities located on the Customer's property.

SECTION 6: Service Regulations

A. Availability of Service

1. **Customer Requests Service** - A Customer, before proceeding with the wiring or installation of equipment, shall request a determination of the availability of service from the District.
2. **Available Electric Service** - The District will advise the Customer of the most suitable phase and voltage available on established circuits. Service will be installed, connected, supplied, and maintained in accordance with the *District's Electric Service Requirements* and these *Electric Service Regulations*.
3. **Protective Devices** - Suitable protective devices on the Customer's premises may be required whenever the District deems such installation necessary to protect its property or that of its other Customers.

B. Temporary Service

1. **Availability** - Temporary service will be supplied under applicable rate schedules and in accordance with the following conditions:
 - a. The Customer will pay in advance the estimated cost of furnishing and removing the required facilities, less the value of materials returned to stock; provided, that where service conductors and a meter are required; the advance payment will be as set forth in the applicable *Schedule of Deposits and Charges*.
 - b. The Customer will pay for such service at the monthly rate applicable to the class of service.

- c. Temporary service will be provided for one year from the date the service is connected to District facilities. The Customer may request continuance of temporary service annually thereafter, and the District may continue such service at the Manager's discretion. If continuance of temporary service is not determined to be safe, the Customer will be notified of termination of such service and will be given a reasonable time, not to exceed one year, to convert to a permanent service.

C. Service Installation and Maintenance

1. **Electric Service Requirements** - The District's *Electric Service Requirements* are applicable to every service in addition to the subsections below.
2. **Overhead Services** - Overhead service conductors will be installed by the District and attached to a connection point, acceptable to the District, provided by the Customer on the Customer's facility. In the case of metering on a District pole, the District will attach its conductors to the pole and connect to the Customer's wiring thereon.
3. **Service Poles** - The District will furnish and install any service poles where they are required. Payment for service poles shall be as determined in Section 3.
4. **Underground Services** - Underground service conductors will be provided and installed by the Customer or contractor, except that they will be connected by the District to District facilities. Residential underground service conductors must be installed to District specifications and inspected and approved by a District representative prior to backfill.
5. **Maintenance of Services**
 - a. The District will maintain the service conductors between the District's transformer and the connections on the source side of the customer's weather-head on all overhead residential, commercial and industrial services.
 - b. Residential underground service conductors installed to District specifications between a District facility and the Customer's meter will be maintained by the District after acceptance and a one year warranty period.
 - c. **Apartments and Condominiums** - The underground service or services to any multi-unit residential structure or structures containing more than 4 individually metered dwelling units shall be classified as commercial with respect to the requirements of this section.
 - d. Non-residential underground service installed from the District transformer to the customer's point of metering will be maintained by the customer or the customer's contractor at the customer's expense. The District will assist, by request, in the maintenance by providing available resources at the customer's expense.

- e. The Customer's point of metering of an instrument transformer installation is considered to be at the instrument transformer.
- f. Whenever a Customer requests changes to the service that affect the maintenance responsibility, the Customer will be so advised.

D. Service Entrance

1. **Location of Service Entrance** - The applicant for service shall determine from the District the location of the service entrance and metering equipment. Any wiring installed without first determining service entrance and/or meter locations as covered above is done at the risk of having to relocate the service to conform with the requirements of the District.
2. **Number of Attachments** - All service entrances will be so located that the service conductors installed by the District will reach the service entrance by attachment at only one location on the building.
3. **Specific Requirements** - Specific requirements are contained in the District's *Electric Service Requirements*.

E. Customer Equipment on Poles

No equipment, devices, or wiring, other than service entrance equipment belonging to a Customer, shall be attached to District owned poles except by special permission from the District; and any such attachment shall be done strictly in accordance with District specifications.

F. Determination of Demand and Reactive

1. **Load Requirements** - Demand metering shall be installed on services when demand or anticipated demand exceeds 50kW. Reactive metering shall be installed when the actual or anticipated power factor of the load is less than 98 percent lagging.
2. **Time Interval** - Where the rate is based on kW demand, the kW demand shall be the highest 15 minute demand in the month, as determined by suitable indicating or recording instruments.
3. **Demands of Fluctuating Loads** - For demands that are widely fluctuating, there shall be added to the 15-minute interval demand described in rate schedules an additional demand equal to 40% of the positive difference between the maximum one minute demand minus 150% of the 15 minute interval demand.

G. Power Factor Adjustment

1. **Power Factor Charge** - Under rate schedules providing for a kW demand charge, adjustment for power factor shall be made as detailed in the applicable *Rate Schedules*.
2. **Power Factor Correction** - If the District determines that the power factor of a Customer's load is less than 95 percent lagging, the District may require the Customer to install proper equipment to prevent its power factor from falling below 98 percent.

H. Energy Efficiency

1. **Cities and County Areas** - The current Washington State Energy Code and the current Washington State Ventilation and Indoor Air Quality Code are considered District-wide minimum energy efficiency standards for the applicable structures requiring code compliance.
 - a. The District shall consider a certificate of completion or similar occupancy permit issued by a building official and recognized by the State of Washington or other official and/or agency approved by the District, as evidence of satisfactory compliance with the District's energy efficiency standards in lieu of verification by District representatives.
 - b. Failure to secure the proper inspections and/or to comply with the District's energy efficiency standards will result in denial of service or disconnection.
2. **Federal and Tribal Areas** - In those areas of the District's service territory not regulated by the State of Washington, the current Washington State Energy Code and the current Washington State Ventilation and Indoor Air Quality Code, as applicable to Group R occupancy, shall be considered the District's minimum energy efficiency standards. The standards shall be applied by the District in a way that parallels enforcement by the State of Washington for the purposes of regulating the distribution of electric energy in a uniform manner and providing for the actual and prospective needs of the District.
 - a. District representatives shall be notified and allowed access to verify compliance with the District's energy efficiency standards.
 - b. Failure to comply with the District's energy efficiency standards will result in assessment of an *Energy Resources Surcharge* in order to receive or maintain new or altered electrical service.

SECTION 7: Connection of Motors to District Facilities

A. General

Approval of the District is required before installation of any single-phase motor exceeding 5 horsepower or combination of single or poly-phase motors exceeding 15 horsepower.

B. Large Motors

Starting of any motor shall not produce more than a 2% dip in primary voltage, or more than a 3% dip in service voltage of any other customer. Larger voltage dips shall be mitigated at the expense of the motor owning customer.

SECTION 8: Deposits, Charges, Payments, and Billing

A. Deposits

1. **Residential** - A deposit may be required from a residential Customer when applying for service and opening an account. An identity validation and credit assessment will be conducted for customers who are applying for service with Clallam County PUD. If a satisfactory credit rating is obtained through the assessment or you are an existing customer who has an established satisfactory credit rating with Clallam County PUD, you may be excluded from the deposit requirement. The deposit shall be as set forth in the District's *Schedule of Deposits and Charges*.
2. **Nonresidential** - A deposit may be required from a nonresidential Customer unless the Customer has established a satisfactory credit record with the District. The amount of such deposit will be determined by the District after consideration of estimated billings (*see Schedule of Deposits and Charges*).
3. **Additional or New Deposits** - Nothing in these rules shall prevent the District from requiring additional or new deposits when conditions warrant.
4. **Refund of Deposits** - At the discretion of the District, deposits may be refunded or credited to an account when the Customer, by prompt payment of all bills rendered over a period of one year or more, has established a satisfactory credit rating. Deposit refunds or credits will be as set forth in the District's *Schedule of Deposits and Charges*. Deposits will be refunded upon termination of service after all outstanding amounts due the District have been paid.

B. Charges

Payment of charges, as set forth in the applicable *Schedule of Deposits and Charges*, will be required of all.

C. Payments

1. **Bills Payable Within 28 Days** - All bills, for service rendered and minimum charges, are due when rendered and payable within 28 days from the statement billing date, unless otherwise specified, and if not so paid, become delinquent and subject to disconnection as outlined in Section 8.
2. **Delinquent Payments** - When a Customer develops a history of delinquency with the District in that billings are not paid within a 28 day period as stipulated above, and further, are not paid for two or more occasions, which need not be consecutive, the District may, at its option, require a deposit or additional deposit as security.
3. **Budget Payment Plan - *Budget Payment Plan*** shall be interpreted to mean that the Customer shall pay an estimated amount each month on or before the bill due date; and continuing on a regular monthly basis thereafter, and if not so paid, the amount may be deemed delinquent and subject to disconnection.
4. At the option of the Customer Service Supervisor, new Customers of the District, including all Customers who have not established credit with the District, may be placed on a ***Budget Payment Plan*** at a monthly amount estimated by the Customer Service Supervisor. Such monthly payments are due on the date established, and if not so paid, shall result in the account associated with said payments becoming delinquent and being subject to disconnection.
5. **Right to Disconnect Service** - The right to discontinue service for default may be exercised whenever and as often as default shall occur; and neither delay nor omission on the part of the District to enforce this rule at any one or more times shall be deemed a waiver of rights to enforce the same at any time, so long as the default continues.
6. **Notice of Pending Disconnection** – Written notice will be sent to a customer by first class mail five (5) days before service is discontinued under this regulation and will advise the Customer of the reason(s) for the disconnection action except in the case of fraudulent use of service, when the District may disconnect service without notice. For the purpose of this regulation, notice shall be considered to have been given when placed in the United States mail addressed to the Customer at his address as shown on the District's records.
7. **Collection Notice** - When it is necessary, in the opinion of the District, to mail a collection notice to any Customer (in addition to regular billing statement), a charge of the actual cost to the District may be added to the Customer's bill, in order that collection costs may be paid by those Customers creating said costs.

D. Returned Payment Charge

An accounting service charge (*Returned Payment Charge*), as set forth in applicable *Schedule of Deposits and Charges*, may be made to a Customer if a payment tendered to the District as payment for utility service is not honored by the Customer's financial institution because of insufficient funds, the bank account's having been closed, submission of incorrect financial information, or other irregularity. Payment of a delinquent balance with a dishonored check payment submission may result in immediate termination of service.

Field Collection or Extension Charge A *Field Collection or Extension Charge*, as set forth in applicable *Schedule of Deposits and Charges*, may be made to a Customer who has not responded to a *Notice of Unpaid Account*, requiring a District representative to make a personal visit that may allow for immediate electronic payment or arrangements for collection of the unpaid account.

E. Customer Rights

1. **Informal Conference** - A Customer who disputes the amount of a bill when due, or who does not intend to pay the full amount of the bill or invoice when due, shall have the right to an informal conference with certain designated employees in the District.
 - a. Informal conferences shall take place during the normal working hours 8:00 a.m. to 5:00 p.m., Monday through Friday.
 - b. The Customer may either appear in person in the District's office or confer by telephone.
 - c. Such designated employees shall have the authority to reach agreements with the Customer for a deferred payment schedule of the particular bill.
2. **Appeal Hearings** - If a Customer is not satisfied with the determination of the District's designated employee during the informal conference, the Customer may schedule a hearing with the District Hearing Officer.
 - a. The Hearing Officer and any Deputy or Assistant Hearing Officers shall be management level employees and shall be appointed by the Commission from employees whose other duties are not connected with the credit section.
 - b. A written or verbal appeal by a Customer must be filed with the Hearing Officer within five working days after the determination of the informal conference.

- c. In response to a timely appeal, the Hearing Officer shall arrange an appeal hearing at a mutually convenient and accessible location or conduct the hearing by telephone. Such hearing must be scheduled during normal working hours 8:00 a.m. to 5:00 p.m., Monday through Friday, and within seven (7) days of receipt of the Customer's appeal.
- d. If the Customer requests, a record will be made of the proceedings. The Hearing Officer may use a tape recorder or other means of preserving a record which he/she deems appropriate; the Customer may provide, at his/her own expense, a court reporter, or supplemental means of providing a record. The Customer shall have the right to counsel.
- e. The Customer shall open the hearing with a statement of the nature of the appeal and shall present whatever evidence the Customer deems relevant. The Customer shall have the reasonable right to examine the records of the District relating to his/her account. After the Customer has completed presenting his/her appeal, the appropriate District personnel shall provide the District's position. The Customer shall have the right to rebuttal.
- f. The Hearing Officer shall provide the Customer with a written decision setting forth (a) the nature of the Customer's appeal; (b) the decision of the Hearing Officer; and (c) the reasons for the decision of the Hearing Officer. The written decision shall be promptly sent to the Customer by certified mail and may also be communicated by telephone.
- g. Service will not be disconnected while an appeal is pending provided that the Customer has complied with the above procedural requirements. The Customer shall have seventy two (72) hours following the receipt of the written decision of the Hearing Officer to comply with the terms and conditions of the decision. If the Customer fails to take the action required by the Hearing Officer, including payment of a past due bill, or if he/she refuses to accept receipt of the Hearing Officer's decision, the District may disconnect service without further notice to the Customer.

F. Reconnection Charge

Whenever service has been discontinued as per these Regulations, a charge, as set forth in the District's Schedule of Deposits and Charges, will be made for restoring service. In the event that the actual cost of labor, transportation, and overhead to cover the expense of such restoration exceeds the designated charge, the Customer shall pay the actual cost.

G. Meter Testing

1. When a Customer inquires into his/her billing for any particular month, the District will, upon request, have such meter reread and the service inspected for defects. Should the Customer then desire that the meter be tested, he/she shall be required to make a deposit, as set forth in the *Schedule of Deposits and Charges*, to cover the cost of making such test. The meter will then be tested.

2. Should the meter show an error of over two (2) percent, said deposit will be refunded to the Customer, the meter corrected, and the bill adjusted. If the test of such meter should show an accurate measure within two (2) percent, the deposit will be retained by the District to cover the cost of testing. Whenever it shall be determined that any meter has not been registering correctly, then an average bill may be rendered, based either on the nearest four preceding months' average use when the meter was in good order, or on the same month of the preceding year if the use is seasonal.

H. Meter Tampering Charge

1. Any Customer receiving unmeasured or unauthorized electrical services is responsible for paying the full amount of said services reasonably determined by the District to have been diverted around the meter or received unmeasured or unauthorized due to meter tampering, alteration, or replacement.
2. A *Meter Tampering Charge*, as set forth in *Schedule of Deposits and Charges*, will be added to the estimated billing for unmeasured or unauthorized services to cover the expense of District equipment restoration. In the event that the actual cost of labor, transportation, and overhead to cover the expense of such restoration exceeds the designated charge, the Customer shall pay the actual cost.

I. Meter Reading and Estimations

1. Meters will normally be read and bills rendered on a monthly cycle, except for Irrigation Service and certain remote or contract accounts. Readings may be done electronically.
2. If, in the opinion of the District, inclement weather or other extenuating circumstances make it impossible for the District to read meters for a temporary period, the District reserves the right to estimate meter readings and render bills based upon such estimates. Estimates will be based upon account history and weather factors. Actual energy consumption will be confirmed and adjusted as necessary with a subsequent regular meter reading cycle.
3. Closing meter readings will be done on the day requested by the Customer.

J. Billing

1. **Regular Bills** - Bills for the regular billing period will be rendered based upon the meter reading or estimate.
2. **Closing Bills** - Closing bills will normally be rendered within seven (7) days of the Customer requested disconnect date.

3. Billing Error Adjustments

- a. The customer is financially responsible for all electric energy or water passing through their meter. In the event of a billing error, such as equipment failure or employee recording error, the District will make an adjustment to the billing on the basis of the best information available.
- b. In the event the adjustment is in favor of the customer (present or previous), the District will credit the customer's account or refund the credit. The retroactive billing computation will be limited to the 36-month period measured immediately prior to the time of the correction.
- c. In the event the adjustment is in favor of the District, a retroactive bill to the customer will be provided. The retroactive billing computation will be limited to the 36-month period measured immediately prior to the time of the correction. The customer may choose to pay the retroactive bill over a period of time as agreed to with the District.

SECTION 9: Validity, Effective Date, Revision Log

A. Validity

If any section, subsection, subdivision, sentence, clause, or phrase of these Regulations is for any reason held to be unconstitutional or void, such invalidity shall not thereby affect the validity of the remaining portions of these Regulations.

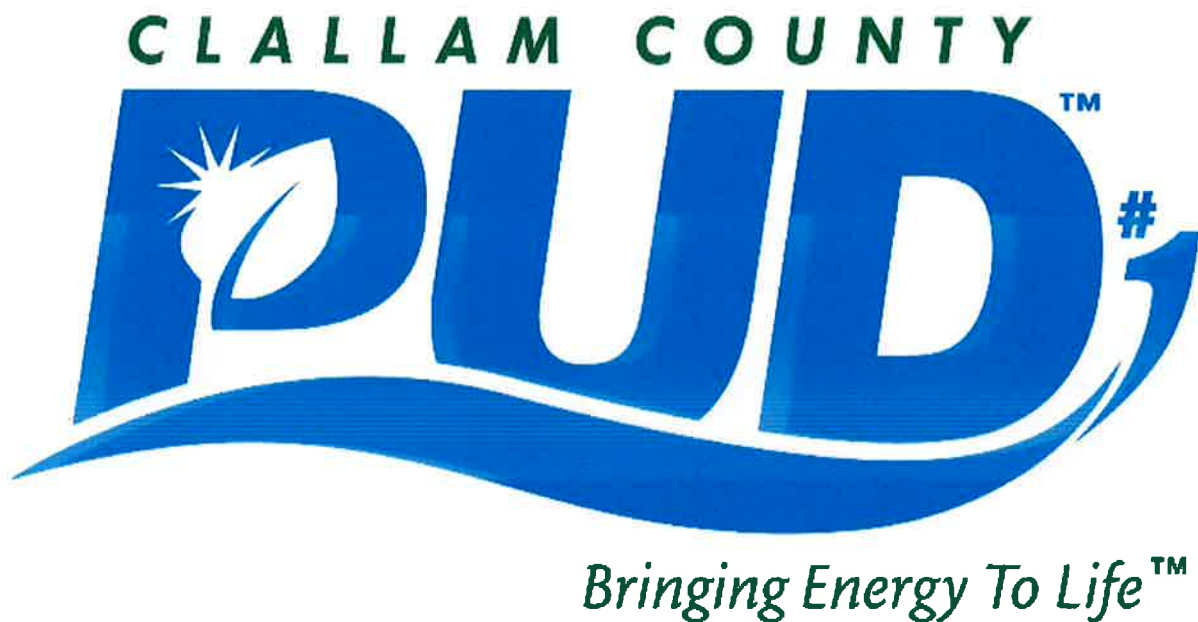
B. Effective Date

These Regulations are to take effect and be in force from the 13th day of December, 2021.

C. Electric Service Regulations Revision Log

Revision Date	Distribution Date	Intranet Upload Date	Comments
12-13-21	12-13-21	12-13-21	Added language in Section 3A (General Provisions)
4-11-22	5-1-22	5-1-22	Changed Section 3A13 on page 14 (Cost Accounting)

PUBLIC UTILITY DISTRICT #1
OF CLALLAM COUNTY



**ELECTRIC SERVICE
REGULATIONS**

Adopted by Resolution 2239-22 on 4-11-22

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SECTION 1: Definitions

Annual Load Factor

The quotient of the annual electric usage divided by the product of the highest monthly peak demand multiplied by 8,760.

Approved Lessee

A person or legal entity furnishing evidence of a lease of sufficient duration and provisions, in the opinion of the General Manager of the District, to justify application of the *Line Extension Policy* for line construction to serve a proposed facility.

Billing Period

The normal billing period will be from 27 to 33 days and adjusted so that there are twelve (12) billing periods per calendar year. The District reserves the right to adjust billing periods in order to facilitate operations.

General Service

Commercial and individual customers including schools, public agencies and other users not eligible under other rate schedules, further classified by demand as small, medium and large.

Contracted Service Location

The designated site on a parcel of land where service is requested by the person(s) initiating line construction, which site determines both timing and ownership of refunds which become available. To qualify as a Contracted Service Location, a site must be of adequate size to accommodate the facility stipulated in the Customer's contract.

Contribution in Aid of Construction

The construction cost of a line extension as paid by the Customer for lines installed by the District or installed by the customer under a modified *Line Extension Agreement*.

Conventional Subdivision

A subdivision of land such that installation of electric utility lines is required by the County for approval for marketing of building sites.

Customer

A person, commercial business, or other entity that has, or has applied for, a service account with the District.

Developer

A person, commercial business, or legal entity requesting service to two or more dwelling sites, to a manufactured home rental facility, or to a multi-family structure.

District

Public Utility District No. 1 of Clallam County, Washington.

Financial Institutions

Banks, credit unions, and savings and loans.

Home Enterprise and Home-Based Industry Service

Home-based enterprise, business, or industries shall be defined by requirements set forth in the Clallam County Zoning Code under Zoning Code (CCC 33). When meeting these requirements, the service shall be classified as a Residential Service.

Idle Facilities

Overhead and underground lines and equipment which were installed as a means of providing service to customers and have not been used by the customer for active service for a period of one year or more.

Large Industrial Service

Customers with metered loads exceeding 1000kW subject to conditions described in the most current version of the District's *Electric System Rate Schedules*.

Low Income

Meeting the guidelines established by state or federal regulations and administered by Community Action Council.

Manager

The General Manager of Public Utility District No. 1 of Clallam County, Washington, or authorized agent thereof.

Manufactured Home

A structure for residential occupancy (eating, sleeping, and sanitation accommodations) that is built on a permanent chassis designed to be transportable and is a minimum of 8 feet wide and 40 feet long excluding the tongue. (Formerly referred to as "mobile home.")

Nonconventional Subdivision

Any other subdivision of land, including short platting, where installation of electric utility lines is not required under County regulations.

Owner

For Sharing purposes, the Owner of property shall be deemed the holder of the Statutory Warranty Deed, EXCEPT that in the event of contract sale, the Owner shall be deemed to be that person (those persons) purchasing the property by Real Estate Contract.

Person

Human Beings, associations, co partnerships, and corporations, whether acting by themselves or by a servant, agent, or employee.

Residential Service

Applies to residential and farm customers for domestic, seasonal or recreational use. A residential service is service to any building, facility or structure that is associated with a residence, either single or multi family. For a farm to qualify for this schedule, it must include a residence.

Sharing

Monies collected by the District from Customers connecting to a line extension wherein other Customers connected to that line have paid a Contribution in Aid of Construction.

Substation Capacity

Based on the most recent PUD planning study, the amount of available MVA divided by the rated MVA of the transformer during peak loading conditions.

Trench

Trenching, bedding, backfilling, compaction, restoration, and maintenance of subsequent ditch settling.

Trench Cost

The unit cost of trenching as established by the District used for computing construction cost sharing.

SECTION 2: General Regulations

A. Contracts, Rates, and Resale

Electric service shall be provided upon approval of written application; such application being a contract for service, subject to the Electric Service Regulations of the District. Rates shall be as detailed in the applicable Rate Schedule. Where, by special consideration of the Manager, more than one Customer receives service from one metering point, the basic charges may be multiplied by the number of Customers. Unless otherwise provided in the contract, the Customer shall not resell the electric energy provided under this Regulation. Any customer desiring to resell electric energy received under the terms of this contract shall be required to enter into a ***Submetering Service Provider Contract*** with the District.

1. **Effective Date of Contracts** - All service contracts shall take effect from the day they are signed, and rates will be charged and bills rendered from the date the premises are connected with electrical power.
2. **Term of Contracts** - All service contracts shall be binding and, unless otherwise specified, shall continue in effect until after notice of discontinuance is filed in the office of the District.
3. **Customer's Protection** - No inspector, agent, or employee of the District may ask, demand, receive, or accept any personal compensation for any service rendered to Customers of electric power, or other persons, in connection with supplying or furnishing electric power by the District.
4. **Obligations of District to be in Writing** - No promise, agreement, or representation of any employee or agent of the District with reference to furnishing of electric power shall be binding on the District unless the same shall be in writing, signed by the Manager in accordance with the provisions in these Regulations.
5. **Liability for Violating Provisions of these Regulations** - Any person violating any of the provisions of these Regulations shall be prosecuted in accordance with applicable laws; and in addition, the service of any person found guilty of violating the provisions of these Regulations may be disconnected, and the person violating shall be liable for all damage and expenses incurred by the District and for all electric power used by reason of such violation.
6. **Requirement to Meet Building Code Standards** - No building shall qualify for service connection if it does not meet or exceed any Regional, State, County, Municipal, or District building code or energy-efficiency standard.

B. Service Not Covered in Rate Schedules

Service may be supplied to Customers not coming within the scope of the regular Rate Schedules of the District; provided that such service shall be covered by separate contract, which may be subject to provisions of the District's power purchase agreements, and shall be approved by the Commissioners of the District. Examples include:

1. New Service(s) involving line extensions in excess of 5,000 feet where estimated line operation, maintenance or capital replacement costs cannot be supported by estimated revenue within the applicable established rate schedule(s).
2. New Service(s) that are primary metered.
3. New Service(s) subject to non-standard regulatory or legal requirements and conditions.

C. Delivery Point

A delivery point will be established by the District for each customer.

D. Tax Adjustment

The amount of the total of any or all revenue, kilowatt hours, or other form of tax imposed by any municipal, federal, or state taxing body upon the District, may be apportioned by the Commission of the District according to the territory in which such tax or taxes may be effective and amongst the various different classes of service furnished therein, and shall constitute an additional charge to any amounts which may be billed to any Customer under any rate schedule or special contract covered by these Regulations.

E. Discontinuance of Service

The District reserves the right to cut off the supply of electric power and discontinue service in the event the Customer:

1. Shall fail to comply with the District's *Electric Service Regulations, Facility Access Policy* or provisions of the *Service Contract*, or,
2. After due-process, non-payment of a District invoice. Service may be disconnected by the District at any time to prevent fraudulent use or to protect its property. Reconnection will occur after satisfactory remedy to the District (see Section 8).

F. Board of Commissioners

The Board of Commissioners of Clallam County PUD establishes policies for the District. Any customer who wishes to comment on, make a recommendation regarding a policy, or who disagrees with a decision made by District staff may address the Commissioners at a regularly scheduled Board meeting.

G. Applicability of Electrical Service Requirements/Facility Access Policy

In addition to these Regulations, the District's *Electric Service Requirements* and *Facility Access Policy* are also applicable to the installation, operation and maintenance of all District electrical facilities.

H. Right to Refuse Service

The District reserves the right to refuse to connect, or render service to, any applicant or any Customer where such connection and/or where the applicant or Customer has not complied with State, Municipal, or with this District *Electric Service Requirements* or *Facility Access Policy* concerning the rendition of service or has an unpaid obligation to the District.

I. Right to Enter Upon Premises

The District shall have the right, through its agents or employees, to safely enter the property of the Customer at all times for the purpose of: reading, inspecting, repairing, or removing metering devices, appliances, and wiring of the District; trimming or removing trees and brush around meters, transformers, or other equipment that may interfere with the safe and efficient operation of the utility system; maintenance of utility lines, both overhead and underground; and inspection, replacement, installation and removal of District facilities.

SECTION 3: Line Extension Regulations

A. General Provisions

1. **Location** - Permanent line extensions will normally be built in the most direct route from the nearest source of supply. However, availability of easements and maintenance considerations may affect line routing. Placement of line extensions shall be at the discretion of the Manager of the District.
2. **Trenches** - The Customer or Developer shall provide trenches to District specifications for all underground installations.
3. **Easements** - The Customer or Developer shall provide easements as required for the extension, in the location and of the width specified by the District.
4. **Ownership of Facilities** - Ownership of any and all facilities constructed under the District's Line Extension Regulations shall remain with the Public Utility District No. 1 of Clallam County, Washington. Ownership of Customer or Contractor installed extensions will begin when approved and energized by the District.

5. **Increase, Maintenance, and Upgrading of Facilities** - Any costs incurred to provide any increase in facilities beyond those requested or needed to serve the load of an individual Customer or Developer shall be absorbed by the District, provided that the Manager of the District shall be the final authority as to the size of facilities to be installed, and provided that certain standard and minimum facilities may be established as customary for District installation. Maintenance and upgrading of facilities for District purposes following initial construction shall be the responsibility of the District.
6. **Construction Cost Sharing**
 - a. Any Contribution in Aid of Construction paid by the initial Customer(s) for which a line extension is built and which in total exceeds \$500 shall be distributed over the number of primary poles installed and/or the number of feet of underground line installed, and shall become the basis for future Sharing of costs by additional Customers using the line.
 - b. Sharing on construction costs shall continue for seven (7) years from the time service is available from the line or until the first time after such Share shall become less than Five Hundred Dollars (\$500) or until the property served by the line is sold, whichever comes first. The purchaser of a Pioneer or Shareholder property is not eligible to receive Sharing.
 - c. Shares shall be computed based on that portion of the line to be used by the additional Customer and on the resulting total number of Customers served by the line segment involved. For overhead lines, Sharing shall be on a per pole basis; for underground lines, Sharing shall be on a per foot basis. Sharing of monies collected shall be based on the number of users of each segment of line who are still eligible for Sharing refunds.
 - d. The monies collected for "Sharing" of the extension cost shall be distributed to eligible shareholders within 120 days after completion of construction.
 - e. Trench cost allowance will be included in Sharing costs.
7. **Refund of Sharing** - Line construction shares as stipulated in Section 3 shall be refunded to the Owner of the property at the time the Sharing becomes available, EXCEPT where payment for construction has been made by an Approved Lessee, in which case refund shall be made to the lease holder, and EXCEPT where property is held as a Life Estate, refund shall be made to that Person(s) making payment for construction.
8. **Mailing of Sharing** - Any payment derived from Sharing shall be mailed to the last known address of the present Owner. When a Sharing has been mailed to such Person(s) and has been returned to the District due to lack of proper mailing address, the District shall make all reasonable efforts to locate the present Owner. However, in the event the present Owner may not be located, after one year's time has elapsed, the monies shall become the property of the District.

9. **Contracted Service Location** - When a line extension is initiated by a Customer, the location on the property where service is requested shall become a part of the contractual agreement. Acceptance of service by the Customer shall be deemed evidence of proper identification of that location. In the event that the parcel first served is divided by sale prior to Sharing, ownership of monies and entitlement to Sharing shall run with the parcel of land encompassing the Contracted Service Location. The Customer may modify the Contracted Service Location by notifying the District in writing prior to service first being connected at the site; and when such notification is acknowledged by the District, the new site shall become the Contracted Service Location, and the Owner of said parcel shall be entitled to any and all applicable Sharings.
10. **Construction and Ownership of Extension** - The Customer(s) shall bear the entire cost of the extension and may elect either to have the extension constructed by the District in compliance with this Section or by a contractor of choice, in accordance with all specifications of, and subject to inspection (the cost of such inspection, etc. shall be paid for by the Customer or Customers) and approval by the District. Upon completion of the contractor extension, title thereto, together with all necessary franchises, easements, rights of way, and/or permits pertaining to the extension shall be conveyed to the District, and the District agrees to assume obligations and liabilities for maintenance and operation. In the event that the extension is built by a contractor:
- a. The extension shall be guaranteed by the Customer, for a period of not less than one year, against physical defects. Electrical service will not be made available until all requirements are met by the Customer(s).
 - b. The Customer shall have the option of entering into a modified *Line Extension Agreement* whereby future Customers using the line will be required to pay certain costs of Sharing, as stipulated by the District's Regulations. The Customer shall then furnish evidence of the cost of the extension, and the District shall record that cost as a sharable "Contribution in Aid of Construction" for the contracted service location of the property to be served. Such evidence must be provided within six (6) months of completion or the line will be considered a free line and not subject to sharing. The Customer shall be entitled to Sharing only while the balance of the *Contribution in Aid of Construction* exceeds \$500, and within the time limits established by District Regulations.
11. **Proposal Cost** - The District will provide line extension cost estimates to the Customer or potential developers. If the cost of preparing the estimate(s) exceeds \$1,000, the customer or developer will pay in advance the estimated engineering cost for amounts in excess of \$1,000.
12. **Unit Costs** - The District Manager will establish unit costs (based on actual District cost) for components of the electrical system used in line extensions and a unit cost trench allowance. These costs will be changed as needed to reflect current actual expenses.

13. **Cost Accounting** - The District will review the actual cost of each line extension. If the actual cost exceeds the estimate by more than \$200, the Customer will be invoiced for that amount in excess of the estimate; or if the estimate exceeds the actual cost by more than \$200, a refund of the excess will be made to the Customer.
14. **Substation Capacity Charge** -When an existing substation transformer will exceed 80% of full air-cooled transformer rating due to a peak load addition of more than 600 KVA, the requesting customer will be assessed a substation capacity charge. This charge will be based on the current estimated substation upgrade cost, and the existing transformer capacity shall be based on the most recent District planning study. Peak load addition will be based on 80% of the customer submitted main disconnect panel amp rating. Primary metered services peak load addition will be based on PUD engineering calculation incorporating the following formula:

Capacity Charge = $A*B/(C-D)$ where:

- A = Current estimated substation upgrade cost
- B = Portion of load addition above 80% of existing transformer rating
- C = New transformer full air-cooled rating
- D = Current load on existing transformer

B. Residential Line Extensions

1. **New Service Charge(s)** - The District's New Service Charge(s) shall be paid prior to connection to District facilities, and shall provide for installation of a transformer, overhead service conductor installation, underground service inspection and connection, and the District's portion of the metering equipment for a service to a single-family residence. In addition, a service pole may be installed, without cost to the Customer, if that service pole is required for the convenience of the District.
2. **Construction Costs** - Where facilities construction is required to make service available to a single family residence, the costs to the Customer(s) shall be determined as follows:
 - a. The estimated cost of the facilities to be constructed by the District plus the New Service Charge will be determined by the District.
 - b. The Customer(s) desiring service shall pay to the District the estimated cost of the facilities plus the New Service Charge.
 - c. Cost sharing will be included in construction cost estimates.
3. **Construction Cost Sharing** - construction costs shall be shared by additional Customers using the line in accordance with the *General Provisions* of this Section.

C. General Power Line Extensions (Non-Residential)

1. **New Service Charge(s)** - The New Service Charge(s) shall be paid prior to connection to District facilities.
 - a. **For General Power Accounts with Anticipated Annual Load Factors Equal to or Greater than 40 Percent.** The District's New Service Charge(s) shall provide for installation of transformers, overhead service conductors, underground service connection and the District's portion of metering equipment.
 - b. **For General Power Accounts with Anticipated Annual Load Factors Less than 40 Percent.** At the discretion of the Manager, some portion of the transformation and metering cost shall be paid by the Customer. Surcharges collected for transformation or metering shall not be sharable.
 - c. **For Primary Metering** - The cost of primary metering shall be paid by the Customer, unless such primary metering is required by the District for its benefit.
 - d. **For a Service Pole** - A service pole may be installed without cost to a General Power Customer if such service pole is required for the District's convenience.
2. **Construction Costs** - Where facilities construction is required to make service available to a General Power account, the costs to the Customer shall be determined as follows:
 - a. The estimated cost of the facilities to be constructed by the District plus the New Service Charge(s) will be determined by the District.
 - b. The General Power Customer(s) desiring service shall pay to the District the estimated cost of the facilities plus the New Service Charge(s).
 - c. Cost sharing will be included in construction cost estimates.
3. **Construction Cost Sharing**
 - a. General Power line extension costs shall be shared as provided for in Section 3 except where a multi-phase line has been provided and a Customer utilizes a portion of the line for single-phase (or VØ) service, the single-phase (or VØ) Customer's costs shall be based on single-phase (or VØ) costs from the Table of Construction Costs in use at the time the line was built.
 - b. Transformer installation charges for three-phase service shall be a Contribution in Aid of Construction and eligible for sharing by other three-phase customers.

D. Large Industrial Power Line Extensions

Line extensions for industrial and large power accounts shall be made by individual arrangement.

E. Developer Line Extensions

1. **Construction Costs** - A Developer requesting extension of electric lines in Conventional or Non-Conventional Subdivisions or to provide service for manufactured home rental facilities or multi family dwelling structures shall pay to the District the District's estimated cost of the required facilities prior to work being scheduled.
2. **Construction Cost Sharing** - Line extensions occurring as a result of Developer activities may be subject to sharing. Contribution in Aid of Construction shall be shared in the same manner. Only that portion of a line utilized by another party shall be included in cost sharing calculations.

F. Irrigation Line Extensions

1. Line extensions built to serve irrigation pumps and/or nonresidential farm installations exclusively shall be constructed at the Customer's expense.
2. The District's New Service Charge(s) shall provide installation of a transformer(s), overhead service conductors, and the District's portion of the metering equipment for the irrigation service. New Service Charge(s) shall be paid prior to connection to District facilities.
3. Irrigation line construction costs shall be shared by additional Customers using the line, in the same manner as residential/commercial line construction costs.

G. Facilities

Line extensions will be owned and maintained by the District as long as customers utilize them for electric service. When it is determined that District facilities have been idle for a period of one year, the District has the right to remove the facilities or parts thereof. The District will attempt to contact the property owner to determine if he/she has a future need for the idle facilities. Customers who are not using any energy but wish to have the facilities available can do so by paying a monthly service charge as determined by the District.

SECTION 4: District's Obligations

A. Interruption of Service

The District shall exercise diligence and care to furnish and deliver a continuous supply of electric power to the Customer, but will not be liable for interruption or shortage of supply due to accident or conditions beyond the District's control. In the event of such interruption or shortage, the District shall not be liable for any loss or damage occasioned thereby, nor shall such interruption or shortage constitute a breach of its contract.

B. Claims for Damages

The District has a procedure to evaluate claims for damages. A *Claim for Damages form* will be provided to parties, at their request, who have experienced property damage as a result of District action or as a consequence of connection to District facilities. Provision of a claim form is not an admission of liability. The District will investigate each claim for damages and respond to the claimant.

SECTION 5: Customer's Obligations

A. Increased Use

1. In order to prevent damage to the District's equipment and impairment of its service, the Customer shall give the District notice before making any additions to his connected load so that the District, at its option, may provide such facilities as may be necessary for the furnishing of increased service. Such additions include, but are not limited to, electric heating. The District reserves the right to limit service to any Customer.
2. When increased load requires underground service conductor must be changed, the Customer must pay the expense of the installation of the new conductor and conduit, and the District will provide reconnection to its facilities.
3. In cases where a Customer load increases enough at one time to require upgrading of District electrical facilities, the Customer will pay the charge set forth in the *Schedule of Deposits and Charges*. In cases where system upgrade to primary distribution, transmission, or substation is required, the Customer will pay the upgrade cost (subject to Section 3). (Exception: where the District determines that service conductor must be replaced with primary conductor to maintain adequate voltage for the original service panel size, the District will perform the work at no charge.) Where gradually increasing loads from multiple Customers requires upgrading of District electrical facilities, the upgrade will be at no charge to the Customers.

B. Balancing of Load

The Customer or contractor shall connect any equipment to keep the load, under normal operating conditions, balanced within plus or minus 10 percent of the average load across the phase wires.

C. Claims for Damages

If a customer believes that District action or connection to District facilities may have resulted in property damage, the customer should notify the District as soon as possible. The expense of contractor repairs and/or parts may not be reimbursed unless the District has first been contacted and had opportunity to respond to the situation. The District's Claim for Damages form is available for use by the Customer and will be helpful in making certain all pertinent information is provided.

D. Access to District Facilities

The Customer shall not permit access to District equipment or lines by anyone other than authorized representatives of the District. The Customer shall obtain and grant all necessary permission to enable District Representatives to install, maintain, service, or remove its facilities located on the Customer's property.

SECTION 6: Service Regulations

A. Availability of Service

1. **Customer Requests Service** - A Customer, before proceeding with the wiring or installation of equipment, shall request a determination of the availability of service from the District.
2. **Available Electric Service** - The District will advise the Customer of the most suitable phase and voltage available on established circuits. Service will be installed, connected, supplied, and maintained in accordance with the *District's Electric Service Requirements* and these *Electric Service Regulations*.
3. **Protective Devices** - Suitable protective devices on the Customer's premises may be required whenever the District deems such installation necessary to protect its property or that of its other Customers.

B. Temporary Service

1. **Availability** - Temporary service will be supplied under applicable rate schedules and in accordance with the following conditions:
 - a. The Customer will pay in advance the estimated cost of furnishing and removing the required facilities, less the value of materials returned to stock; provided, that where service conductors and a meter are required; the advance payment will be as set forth in the applicable *Schedule of Deposits and Charges*.
 - b. The Customer will pay for such service at the monthly rate applicable to the class of service.

- c. Temporary service will be provided for one year from the date the service is connected to District facilities. The Customer may request continuance of temporary service annually thereafter, and the District may continue such service at the Manager's discretion. If continuance of temporary service is not determined to be safe, the Customer will be notified of termination of such service and will be given a reasonable time, not to exceed one year, to convert to a permanent service.

C. Service Installation and Maintenance

1. **Electric Service Requirements** - The District's *Electric Service Requirements* are applicable to every service in addition to the subsections below.
2. **Overhead Services** - Overhead service conductors will be installed by the District and attached to a connection point, acceptable to the District, provided by the Customer on the Customer's facility. In the case of metering on a District pole, the District will attach its conductors to the pole and connect to the Customer's wiring thereon.
3. **Service Poles** - The District will furnish and install any service poles where they are required. Payment for service poles shall be as determined in Section 3.
4. **Underground Services** - Underground service conductors will be provided and installed by the Customer or contractor, except that they will be connected by the District to District facilities. Residential underground service conductors must be installed to District specifications and inspected and approved by a District representative prior to backfill.
5. **Maintenance of Services**
 - a. The District will maintain the service conductors between the District's transformer and the connections on the source side of the customer's weather-head on all overhead residential, commercial and industrial services.
 - b. Residential underground service conductors installed to District specifications between a District facility and the Customer's meter will be maintained by the District after acceptance and a one year warranty period.
 - c. **Apartments and Condominiums** - The underground service or services to any multi-unit residential structure or structures containing more than 4 individually metered dwelling units shall be classified as commercial with respect to the requirements of this section.
 - d. Non-residential underground service installed from the District transformer to the customer's point of metering will be maintained by the customer or the customer's contractor at the customer's expense. The District will assist, by request, in the maintenance by providing available resources at the customer's expense.

- e. The Customer's point of metering of an instrument transformer installation is considered to be at the instrument transformer.
- f. Whenever a Customer requests changes to the service that affect the maintenance responsibility, the Customer will be so advised.

D. Service Entrance

1. **Location of Service Entrance** - The applicant for service shall determine from the District the location of the service entrance and metering equipment. Any wiring installed without first determining service entrance and/or meter locations as covered above is done at the risk of having to relocate the service to conform with the requirements of the District.
2. **Number of Attachments** - All service entrances will be so located that the service conductors installed by the District will reach the service entrance by attachment at only one location on the building.
3. **Specific Requirements** - Specific requirements are contained in the District's *Electric Service Requirements*.

E. Customer Equipment on Poles

No equipment, devices, or wiring, other than service entrance equipment belonging to a Customer, shall be attached to District owned poles except by special permission from the District; and any such attachment shall be done strictly in accordance with District specifications.

F. Determination of Demand and Reactive

1. **Load Requirements** - Demand metering shall be installed on services when demand or anticipated demand exceeds 50kW. Reactive metering shall be installed when the actual or anticipated power factor of the load is less than 98 percent lagging.
2. **Time Interval** - Where the rate is based on kW demand, the kW demand shall be the highest 15 minute demand in the month, as determined by suitable indicating or recording instruments.
3. **Demands of Fluctuating Loads** - For demands that are widely fluctuating, there shall be added to the 15-minute interval demand described in rate schedules an additional demand equal to 40% of the positive difference between the maximum one minute demand minus 150% of the 15 minute interval demand.

G. Power Factor Adjustment

1. **Power Factor Charge** - Under rate schedules providing for a kW demand charge, adjustment for power factor shall be made as detailed in the applicable *Rate Schedules*.
2. **Power Factor Correction** - If the District determines that the power factor of a Customer's load is less than 95 percent lagging, the District may require the Customer to install proper equipment to prevent its power factor from falling below 98 percent.

H. Energy Efficiency

1. **Cities and County Areas** - The current Washington State Energy Code and the current Washington State Ventilation and Indoor Air Quality Code are considered District-wide minimum energy efficiency standards for the applicable structures requiring code compliance.
 - a. The District shall consider a certificate of completion or similar occupancy permit issued by a building official and recognized by the State of Washington or other official and/or agency approved by the District, as evidence of satisfactory compliance with the District's energy efficiency standards in lieu of verification by District representatives.
 - b. Failure to secure the proper inspections and/or to comply with the District's energy efficiency standards will result in denial of service or disconnection.
2. **Federal and Tribal Areas** - In those areas of the District's service territory not regulated by the State of Washington, the current Washington State Energy Code and the current Washington State Ventilation and Indoor Air Quality Code, as applicable to Group R occupancy, shall be considered the District's minimum energy efficiency standards. The standards shall be applied by the District in a way that parallels enforcement by the State of Washington for the purposes of regulating the distribution of electric energy in a uniform manner and providing for the actual and prospective needs of the District.
 - a. District representatives shall be notified and allowed access to verify compliance with the District's energy efficiency standards.
 - b. Failure to comply with the District's energy efficiency standards will result in assessment of an *Energy Resources Surcharge* in order to receive or maintain new or altered electrical service.

SECTION 7: Connection of Motors to District Facilities

A. General

Approval of the District is required before installation of any single-phase motor exceeding 5 horsepower or combination of single or poly-phase motors exceeding 15 horsepower.

B. Large Motors

Starting of any motor shall not produce more than a 2% dip in primary voltage, or more than a 3% dip in service voltage of any other customer. Larger voltage dips shall be mitigated at the expense of the motor owning customer.

SECTION 8: Deposits, Charges, Payments, and Billing

A. Deposits

1. **Residential** - A deposit may be required from a residential Customer when applying for service and opening an account. An identity validation and credit assessment will be conducted for customers who are applying for service with Clallam County PUD. If a satisfactory credit rating is obtained through the assessment or you are an existing customer who has an established satisfactory credit rating with Clallam County PUD, you may be excluded from the deposit requirement. The deposit shall be as set forth in the District's *Schedule of Deposits and Charges*.
2. **Nonresidential** - A deposit may be required from a nonresidential Customer unless the Customer has established a satisfactory credit record with the District. The amount of such deposit will be determined by the District after consideration of estimated billings (*see Schedule of Deposits and Charges*).
3. **Additional or New Deposits** - Nothing in these rules shall prevent the District from requiring additional or new deposits when conditions warrant.
4. **Refund of Deposits** - At the discretion of the District, deposits may be refunded or credited to an account when the Customer, by prompt payment of all bills rendered over a period of one year or more, has established a satisfactory credit rating. Deposit refunds or credits will be as set forth in the District's *Schedule of Deposits and Charges*. Deposits will be refunded upon termination of service after all outstanding amounts due the District have been paid.

B. Charges

Payment of charges, as set forth in the applicable *Schedule of Deposits and Charges*, will be required of all.

C. Payments

1. **Bills Payable Within 28 Days** - All bills, for service rendered and minimum charges, are due when rendered and payable within 28 days from the statement billing date, unless otherwise specified, and if not so paid, become delinquent and subject to disconnection as outlined in Section 8.
2. **Delinquent Payments** - When a Customer develops a history of delinquency with the District in that billings are not paid within a 28 day period as stipulated above, and further, are not paid for two or more occasions, which need not be consecutive, the District may, at its option, require a deposit or additional deposit as security.
3. **Budget Payment Plan - *Budget Payment Plan*** shall be interpreted to mean that the Customer shall pay an estimated amount each month on or before the bill due date; and continuing on a regular monthly basis thereafter, and if not so paid, the amount may be deemed delinquent and subject to disconnection.
4. At the option of the Customer Service Supervisor, new Customers of the District, including all Customers who have not established credit with the District, may be placed on a ***Budget Payment Plan*** at a monthly amount estimated by the Customer Service Supervisor. Such monthly payments are due on the date established, and if not so paid, shall result in the account associated with said payments becoming delinquent and being subject to disconnection.
5. **Right to Disconnect Service** - The right to discontinue service for default may be exercised whenever and as often as default shall occur; and neither delay nor omission on the part of the District to enforce this rule at any one or more times shall be deemed a waiver of rights to enforce the same at any time, so long as the default continues.
6. **Notice of Pending Disconnection** – Written notice will be sent to a customer by first class mail five (5) days before service is discontinued under this regulation and will advise the Customer of the reason(s) for the disconnection action except in the case of fraudulent use of service, when the District may disconnect service without notice. For the purpose of this regulation, notice shall be considered to have been given when placed in the United States mail addressed to the Customer at his address as shown on the District's records.
7. **Collection Notice** - When it is necessary, in the opinion of the District, to mail a collection notice to any Customer (in addition to regular billing statement), a charge of the actual cost to the District may be added to the Customer's bill, in order that collection costs may be paid by those Customers creating said costs.

D. Returned Payment Charge

An accounting service charge (*Returned Payment Charge*), as set forth in applicable *Schedule of Deposits and Charges*, may be made to a Customer if a payment tendered to the District as payment for utility service is not honored by the Customer's financial institution because of insufficient funds, the bank account's having been closed, submission of incorrect financial information, or other irregularity. Payment of a delinquent balance with a dishonored check payment submission may result in immediate termination of service.

Field Collection or Extension Charge A *Field Collection or Extension Charge*, as set forth in applicable *Schedule of Deposits and Charges*, may be made to a Customer who has not responded to a *Notice of Unpaid Account*, requiring a District representative to make a personal visit that may allow for immediate electronic payment or arrangements for collection of the unpaid account.

E. Customer Rights

1. **Informal Conference** - A Customer who disputes the amount of a bill when due, or who does not intend to pay the full amount of the bill or invoice when due, shall have the right to an informal conference with certain designated employees in the District.
 - a. Informal conferences shall take place during the normal working hours 8:00 a.m. to 5:00 p.m., Monday through Friday.
 - b. The Customer may either appear in person in the District's office or confer by telephone.
 - c. Such designated employees shall have the authority to reach agreements with the Customer for a deferred payment schedule of the particular bill.
2. **Appeal Hearings** - If a Customer is not satisfied with the determination of the District's designated employee during the informal conference, the Customer may schedule a hearing with the District Hearing Officer.
 - a. The Hearing Officer and any Deputy or Assistant Hearing Officers shall be management level employees and shall be appointed by the Commission from employees whose other duties are not connected with the credit section.
 - b. A written or verbal appeal by a Customer must be filed with the Hearing Officer within five working days after the determination of the informal conference.

- c. In response to a timely appeal, the Hearing Officer shall arrange an appeal hearing at a mutually convenient and accessible location or conduct the hearing by telephone. Such hearing must be scheduled during normal working hours 8:00 a.m. to 5:00 p.m., Monday through Friday, and within seven (7) days of receipt of the Customer's appeal.
- d. If the Customer requests, a record will be made of the proceedings. The Hearing Officer may use a tape recorder or other means of preserving a record which he/she deems appropriate; the Customer may provide, at his/her own expense, a court reporter, or supplemental means of providing a record. The Customer shall have the right to counsel.
- e. The Customer shall open the hearing with a statement of the nature of the appeal and shall present whatever evidence the Customer deems relevant. The Customer shall have the reasonable right to examine the records of the District relating to his/her account. After the Customer has completed presenting his/her appeal, the appropriate District personnel shall provide the District's position. The Customer shall have the right to rebuttal.
- f. The Hearing Officer shall provide the Customer with a written decision setting forth (a) the nature of the Customer's appeal; (b) the decision of the Hearing Officer; and (c) the reasons for the decision of the Hearing Officer. The written decision shall be promptly sent to the Customer by certified mail and may also be communicated by telephone.
- g. Service will not be disconnected while an appeal is pending provided that the Customer has complied with the above procedural requirements. The Customer shall have seventy two (72) hours following the receipt of the written decision of the Hearing Officer to comply with the terms and conditions of the decision. If the Customer fails to take the action required by the Hearing Officer, including payment of a past due bill, or if he/she refuses to accept receipt of the Hearing Officer's decision, the District may disconnect service without further notice to the Customer.

F. Reconnection Charge

Whenever service has been discontinued as per these Regulations, a charge, as set forth in the District's Schedule of Deposits and Charges, will be made for restoring service. In the event that the actual cost of labor, transportation, and overhead to cover the expense of such restoration exceeds the designated charge, the Customer shall pay the actual cost.

G. Meter Testing

1. When a Customer inquires into his/her billing for any particular month, the District will, upon request, have such meter reread and the service inspected for defects. Should the Customer then desire that the meter be tested, he/she shall be required to make a deposit, as set forth in the *Schedule of Deposits and Charges*, to cover the cost of making such test. The meter will then be tested.

2. Should the meter show an error of over two (2) percent, said deposit will be refunded to the Customer, the meter corrected, and the bill adjusted. If the test of such meter should show an accurate measure within two (2) percent, the deposit will be retained by the District to cover the cost of testing. Whenever it shall be determined that any meter has not been registering correctly, then an average bill may be rendered, based either on the nearest four preceding months' average use when the meter was in good order, or on the same month of the preceding year if the use is seasonal.

H. Meter Tampering Charge

1. Any Customer receiving unmeasured or unauthorized electrical services is responsible for paying the full amount of said services reasonably determined by the District to have been diverted around the meter or received unmeasured or unauthorized due to meter tampering, alteration, or replacement.
2. A **Meter Tampering Charge**, as set forth in *Schedule of Deposits and Charges*, will be added to the estimated billing for unmeasured or unauthorized services to cover the expense of District equipment restoration. In the event that the actual cost of labor, transportation, and overhead to cover the expense of such restoration exceeds the designated charge, the Customer shall pay the actual cost.

I. Meter Reading and Estimations

1. Meters will normally be read and bills rendered on a monthly cycle, except for Irrigation Service and certain remote or contract accounts. Readings may be done electronically.
2. If, in the opinion of the District, inclement weather or other extenuating circumstances make it impossible for the District to read meters for a temporary period, the District reserves the right to estimate meter readings and render bills based upon such estimates. Estimates will be based upon account history and weather factors. Actual energy consumption will be confirmed and adjusted as necessary with a subsequent regular meter reading cycle.
3. Closing meter readings will be done on the day requested by the Customer.

J. Billing

1. **Regular Bills** - Bills for the regular billing period will be rendered based upon the meter reading or estimate.
2. **Closing Bills** - Closing bills will normally be rendered within seven (7) days of the Customer requested disconnect date.

3. Billing Error Adjustments

- a. The customer is financially responsible for all electric energy or water passing through their meter. In the event of a billing error, such as equipment failure or employee recording error, the District will make an adjustment to the billing on the basis of the best information available.
- b. In the event the adjustment is in favor of the customer (present or previous), the District will credit the customer's account or refund the credit. The retroactive billing computation will be limited to the 36-month period measured immediately prior to the time of the correction.
- c. In the event the adjustment is in favor of the District, a retroactive bill to the customer will be provided. The retroactive billing computation will be limited to the 36-month period measured immediately prior to the time of the correction. The customer may choose to pay the retroactive bill over a period of time as agreed to with the District.

SECTION 9: Validity, Effective Date, Revision Log

A. Validity

If any section, subsection, subdivision, sentence, clause, or phrase of these Regulations is for any reason held to be unconstitutional or void, such invalidity shall not thereby affect the validity of the remaining portions of these Regulations.

B. Effective Date

These Regulations are to take effect and be in force from the 13th day of December, 2021.

C. Electric Service Regulations Revision Log

Revision Date	Distribution Date	Intranet Upload Date	Comments
12-13-21	12-13-21	12-13-21	Added language in Section 3A (General Provisions)
4-11-22	5-1-22	5-1-22	Changed Section 3A13 on page 14 (Cost Accounting)

April 4, 2022

Teresa Lyn
Clallam County PUD

Dear Teresa:

It is my pleasure to announce that the Northwest Public Power Association's Awards Committee has named Doug Nass as a recipient of its Life Membership Award for 2022. This award is presented to member system policymakers or managers who have recently retired or will be retiring in 2022 and have made notable contributions to the Association and public power. We are honored to present Doug with this award for his many years of work with Clallam County PUD and in the industry.

NWPPA wants to present this special award in person, so it will be presented during NWPPA's Annual Conference and Membership Meeting in Coeur d'Alene, Idaho, May 22-25. We hope Doug will be able to join us at the Annual Conference to receive this prestigious award in front of his industry peers.

We are asking each utility that nominates an award winner to decide how they want to notify their nominee. Some want to keep it a surprise and send the individual to the Annual Conference not knowing of the award presentation while others want to notify the individual that he or she is getting the award. We'll leave the notification process up to you. Please extend our congratulations to Doug when appropriate.

As we get closer to the conference in May, we will have more information about the timing of the agenda, as well as discounted pricing for award recipients, and will forward that information to you. If Doug is planning to attend the conference, please let Connie Philibert know at either connie@nwppa.org or (360) 254-0109 and we will make sure to have the award available at the conference. If for some reason he cannot attend, we will be happy to send the award to you so Clallam County PUD can make a special presentation to him at your convenience.

Sincerely,



Brad Janorschke, Homer Electric Association
2021-2022 NWPPA President



Energy Efficiency Update

April 11, 2022

Mattias Järvegren

Utility Services Supervisor



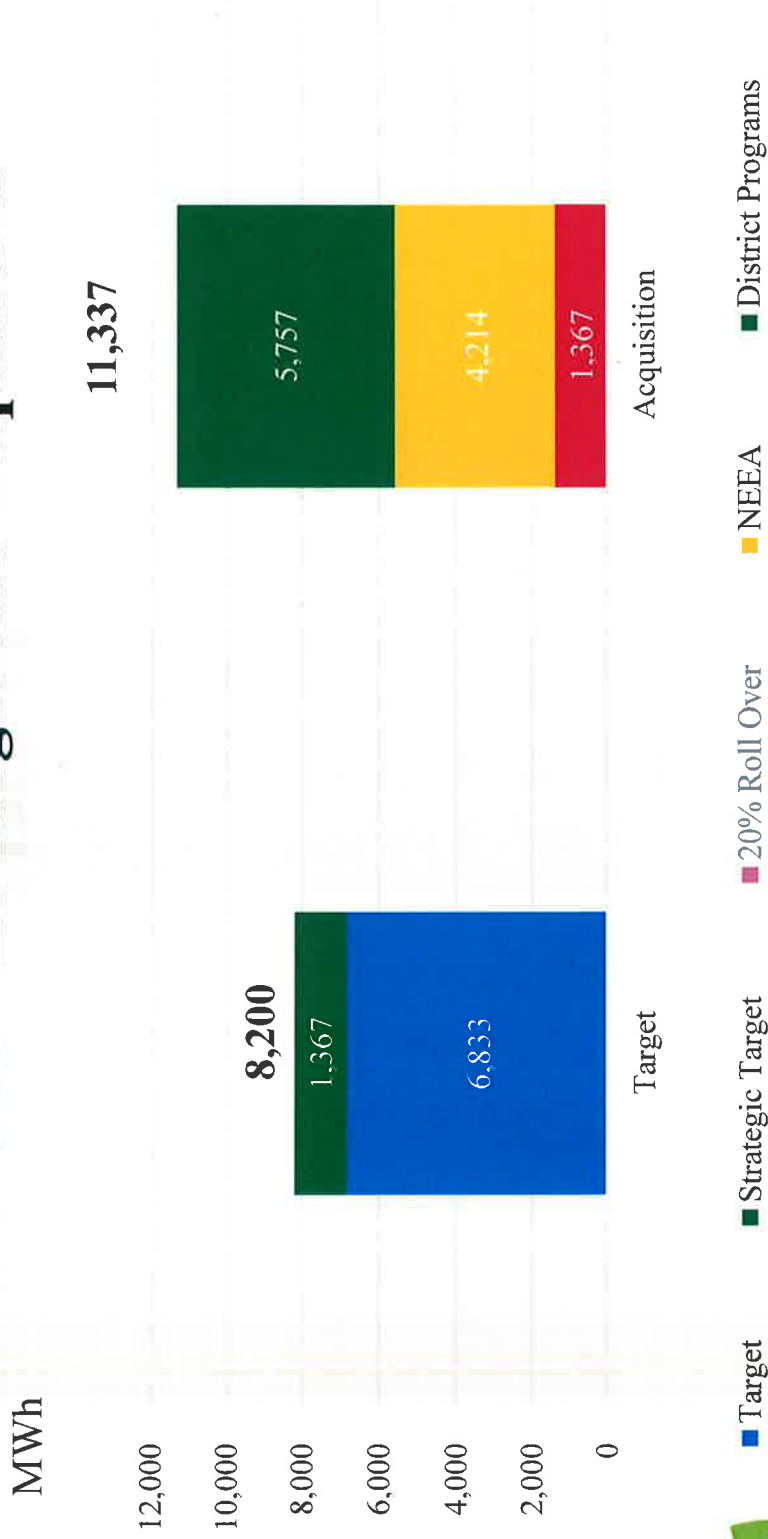
What we'll cover

- Review the 2020/21 Energy Independence Act (EIA) biennial energy efficiency target and acquisition.
- Compliance Costs
- Additional benefits
- 2022/23 EIA outlook





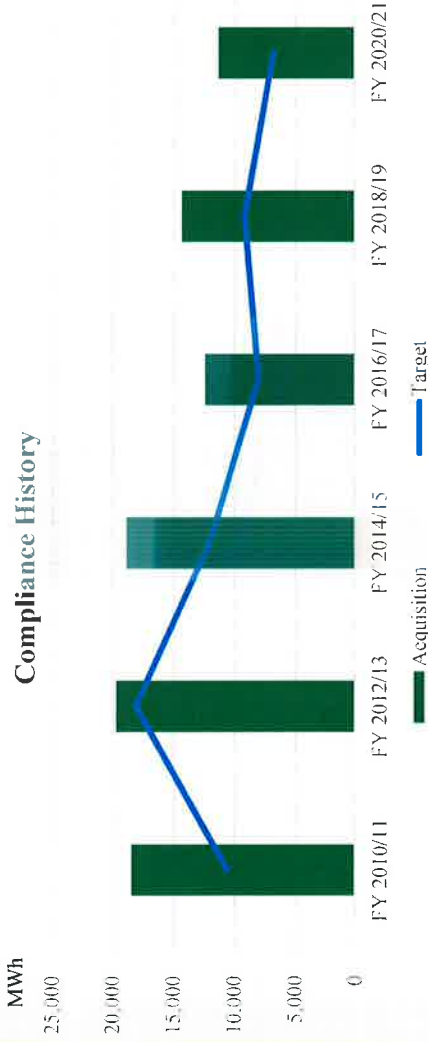
2020/21 EIA Target and Acquisition



2020/21 Over achievement

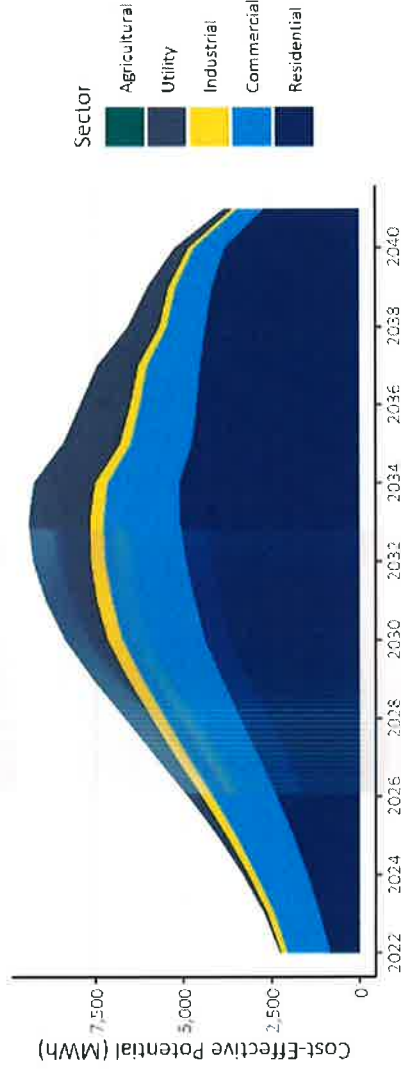


- 1) Carry forward



- 2) Future potential

Figure 3: Annual Incremental Energy Efficiency Potential



- 3) Continuity of programs



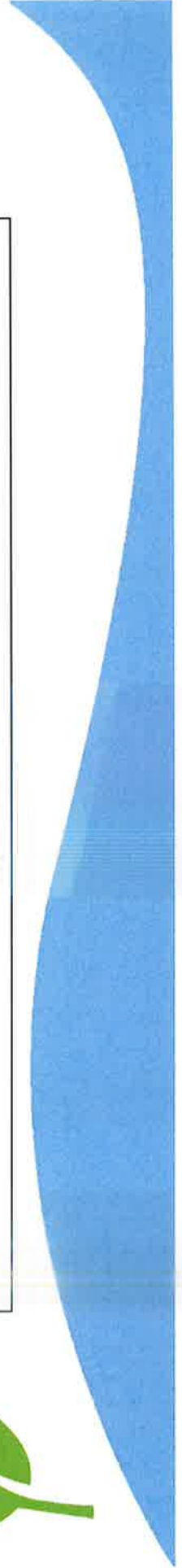
2020/21 Program Cost



2021 Key Performance Indicator

- Green=< \$43 per MWh Conservation
- Yellow= \$43 to \$46 per MWh Conservation
- Red=> \$46 per MWh Conservation

19.88 per MWh 2021 Levelized Cost





System Peak & CO₂ Reductions 2020/21

- **Distribution System Peak reduction**

- ✓ 2020 – 1,062 kW
- ✓ 2021—468 kW

- **CO₂**

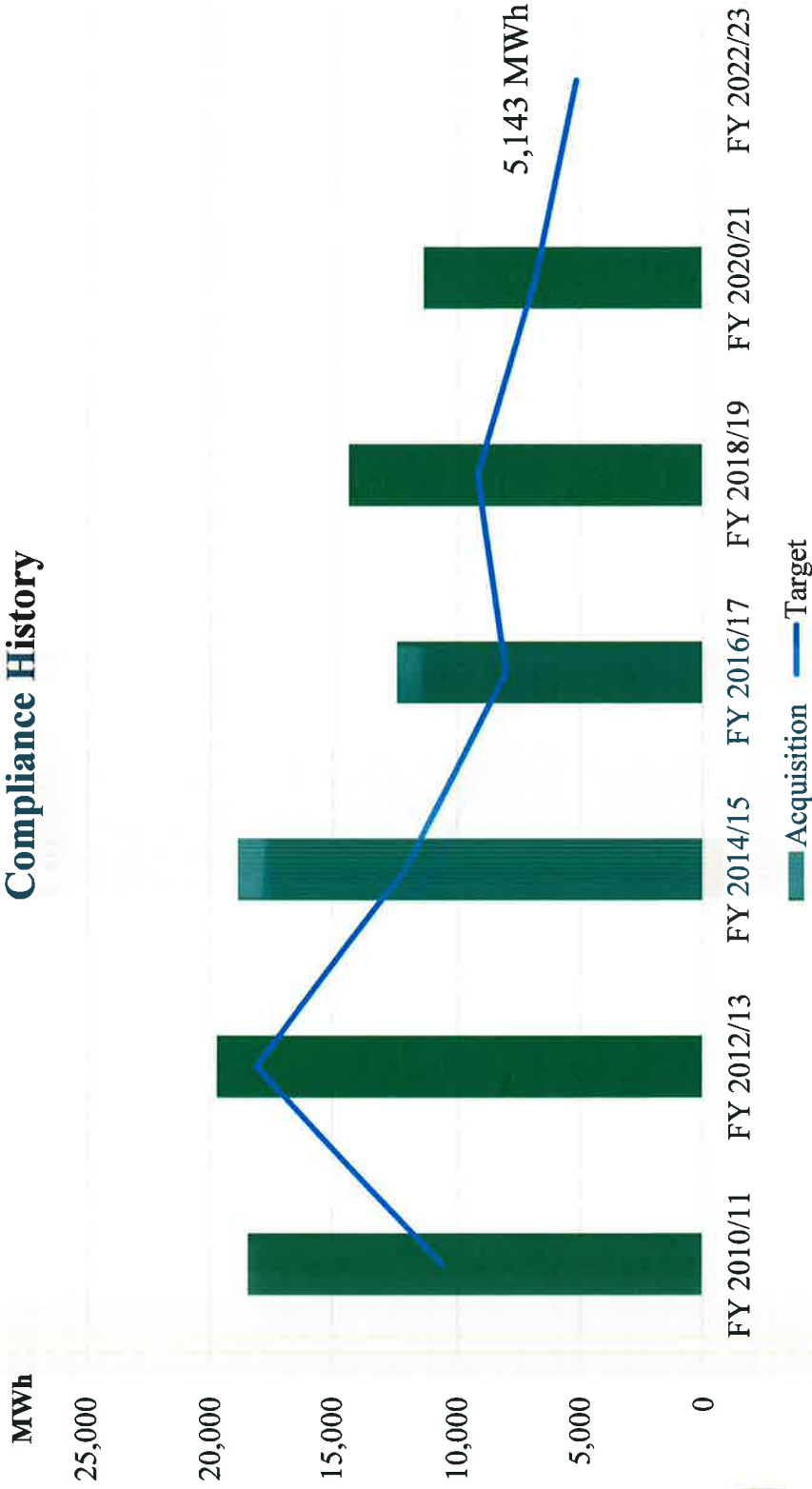
- ✓ 2020 - 1,296 Metric Tons
- ✓ 2021 – 732 Metric Tons



2022/23 EIA Outlook



Compliance History



2022/23 EIA Outlook



- Residential heat pump and ductless heat pump program are very popular, with high program participation and low incentives
- Commercial lighting still has a fair bit of potential, and when customers choose LED tubes the program cost are very low
- Seeing growth in smart thermostat program, while window program is slowing down
- Heat pump water heaters continues to struggle with contractor skepticism, but given success in other programs we're continuing to play a long game promoting them
- **Target will be met at a very low per MWh cost**



Summary



- 2020/21 compliance target meet
- EIA Compliance continues to be relatively cheap
- 2022/23 targets will also be meet, and at a very low cost.



Thank You

Mattias Järvegren

MattiasJ@ClallamPUD.net

(360) 565-3263

