



Jefferson County PUD Citizen Advisory Board

A G E N D A

**Date: November
19th 2018**

**Time: 2:00PM to
4:30PM**

**Place of
Meeting:
Jefferson County
Transit – 63
Four Corners Rd.
Port Townsend,
WA.**

- Call to Order
- Review of Agenda/Approval
- Public Comments
- Approval of Minutes from Last Mtg.
- Customer Service Standards Update – Jean Hall
- COS Broadband Presentation – Bill Graham
- Water System Plan/Emergency Preparedness Plan Contract Award – Bill Graham
- GM Report
- Governance Sub-Committee Discussion
 - Summary of BOC Adopted Governance Resolution
 - Parliamentary Procedures Recommendations
 - CAB Operating Guidelines Introduction
- Next Steps or Additional Board Actions
 - Discussion for formation of Sub-Committee for Private Vehicle Charging Stations(Effects on PUD's System)
 - Election of 2019 CAB Officers Discussion
- Adjourn



AGENDA REPORT

DATE: November 19, 2018
TO: Citizen Advisory Board
THRU: Larry Dunbar, General Manager
FROM: Jean Hall, Customer Service Manager
RE: Introduction to the New Customer Service Policy

SUMMARY: Staff will provide a presentation at today's meeting to share the newly created Customer Service Policy, the changes staff would like to make, and the impact of those changes.

BACKGROUND: Staff has been reviewing the District's policies with a vision in mind to improve customer service. The goal is to update processes, and create a more customer friendly workflow.

ANALYSIS/FINDINGS: Currently, the policies that govern the customer service processes are distributed between the Electric Service Regulations, the Water System Plan, Data Privacy, and other various policies. In some cases, these policies are contradictory of each other and outdated.

An additional finding includes the approved Board of Commissioners action to implement late fees. As written, it would seem to only apply to the electric utility. Staff thinks the intent was to apply late fees to electric, water, and sewer. This Customer Service Policy would address late fees for all utilities, and allow for implementation without the need for custom programming within the NISC – Customer Information System (CIS) software.

Some of the updates will include the ability to offer promotional discounts, fee forgiveness (for extenuating circumstances), installment payments for deposits, and replacing the \$20.00 application fee with a \$5.00 credit check fee. Staff is also proposing a transition from the use of door hangers to email notifications to safeguard customers.

FISCAL IMPACT: Application fees are, currently \$20.00 per application, and generate approximately \$37,000 per year in revenue. With the implementation of electronic applications which is expected in 2019, the cost of applying for service will be reduced to approximately \$5.00, which is representative of the credit check and minimal processing.

RECOMMENDATION: Staff will seek a favorable recommendation from the Citizen Advisory Board to the Board of Commissioners to approve the Customer Service Policy, proposed changes to the Electric Service Regulations, and to rescind "Exhibit B" Schedule of Deposits and Charges, and "Exhibit C" Electrical Line Extension Unit Prices, as presented at its December meeting.

Attachment: Draft of Customer Service Policy
Draft changes to "Exhibit A" Electric Service Regulations
"Exhibit B" Schedule of Deposits and Charges
"Exhibit C" Electrical Line Extension Unit Prices



CUSTOMER SERVICE POLICY

1 April 2019

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DEFINITIONS

- A. **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.
- B. **Board of Commissioners** – Nonpartisan three-member board, elected by voters residing within the District, who are responsible for establishing policies for the District.
- C. **Commercial Service** – A commercial service is any service to any building, facility or structure that is owned and operated as part of a business.
- D. **Customer** – A person, commercial business, or other entity that has, or has applied for, a service account with the District.
- E. **Customer Service Manager** – Manager of the District’s Customer Service Department, or authorized agent thereof.
- F. **District** – Public Utility District No. 1 of Jefferson County, Washington.
- G. **District Hearing Officer** – Management level employee, appointed by the Board of Commissioners whose duty it is to conduct customer appeal hearings.
- H. **Financial Institutions** – Banks, credit unions, and savings and loans.
- I. **Low Income** – Meeting the guidelines established by the PUD policy and/or state, or federal regulations.
- J. **Manager** – The General Manager of Public Utility District No. 1 of Jefferson County, Washington, or authorized agent thereof.
- K. **Owner** – The Owner of property shall be deemed the holder of the Statutory Warranty Deed, except that in the event of contract sale, Owner shall be deemed to be that person (those persons) purchasing the property by Real Estate Contract.
- L. **Person** – Human Beings, associations, co-partnerships, and corporations whether acting by themselves or by a servant, agent, or employee.
- M. **Residential Service** – A residential service is a service to any building, facility or structure that is associated with a residence. This residence may be either single or multifamily type. Included in this category will be manufactured homes occupying spaces in parks if the spaces are individually metered. Not included in this category will be motels, hotels and RV parks that have only one meter or master meter for multiple units.

GENERAL

Provisions in this Customer Service policy are generalization and do not cover rate schedules, new construction or any other service specific regulation. For detailed regulations please see the Water System Plan, and Electric Service Regulations.

Mission Statement

Deliver to the citizens of Jefferson County reliable electric, water, septic and wholesale telecommunications services in a cost effective, sustainable, and customer driven manner.

Vision Statement

Jefferson County PUD provides great service, makes financially sound decisions, and reflects community values in both day to day operations as well as in planning for the long-term future.

Board of Commissioners

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

Contracts

Electric, water, sewer and wholesale telecommunications shall be provided upon written application. Such application serves as a contract for service and is subject to the policies and regulations of the District. Acceptance of service, with or without a signed application or contract, shall signify the acceptance of the general terms, conditions and policies, rate schedule, and schedule of deposits, credits, and miscellaneous charges.

Effective Date of Contracts –

All service contracts shall take effect from the day they are signed. Rates will be charged, and bills rendered from the date the services are connected to the system.

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.

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 the District or other persons, in connection with supplying or furnishing a service by the district

Obligations of District to be in Writing –

No promise, agreement, or representation of any employee or agent of the District with reference to the furnishing of services provided by the District, shall be binding on the District unless the same shall be in writing, signed by the Manager in accordance with the District's policies and regulations.

Liability for Violating Provisions of District Policies and Regulations –

Any person violating any of the provisions of the District’s policies and regulations shall be prosecuted in accordance with applicable laws; and in addition, the service of any person found guilty of a violation of District policies and regulations may be disconnected. The person found in violation shall be liable for all damage and expenses incurred by the District and for all consumption of any and all services provided by the District used by reason of such violation.

Requirement to Meet Building Standards –

No building shall qualify for service connection if it does not meet or exceed any Regional, State, County, Municipal, or District building code, conservation or energy-efficiency standard.

Service Not Covered in Rate Schedules

Service may be supplied to a Customer that does not fall in 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 Commissions of the District.

Delivery Point

A delivery point will be established by the District for each customer, generally the meter for a residential customer.

Franchise Fee

The amount of any franchise fees imposed by any governmental authority upon the District or upon its property, revenue, or income, shall constitute an additional charge to any amounts which may be billed to any customer under any rate schedule or special contract covered by this policy.

Discontinuance of Service

The District may refuse to connect or may terminate service for violation of any of its policies, for failure to pay a deposit when required, for failure to pay service charges when due, for violation of the rate schedules or contract provisions, for theft or illegal diversions of utilities for unauthorized connection to a District service, or upon receipt of written instructions from the proper authorities for violation of municipal, state, or national laws, regulations, or state codes. The termination of service for any of these causes shall not release the customer or owner from the obligation to pay for services received, fees owed, or charges specified in any existing contract.

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 District Service Regulations or requirements or facility access requirements concerning the rendition of service or has an unpaid obligation to the District.

Revision

These general terms, conditions, and polices cancel and supersede all previous rules and regulation or polices. They may be revised, amended, supplemented, or otherwise modified, at any time, by action of the Board of Commissioners of the District. The District Manager as chief administrative

officer of the District shall be responsible for the administration of these policies, procedures and standards.

Conflict

In case of conflict between any subsequently published Schedule of Deposits, Credits, and Miscellaneous Charges or special contract, and these General Terms, Conditions, and Policies; the provisions of the subsequent published Schedule of Deposits, Credits, and Miscellaneous Charges or special contract shall take precedent.

DISTRICT'S OBLIGATIONS

Interruption of Service

The District shall exercise diligence and care to furnish and deliver continuous electric, water, wholesale telecommunication, and septic services 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.

Claims for Damage

The District has a procedure to evaluate claims for damages. A Tort Claim form will be provided to parties, at their request, who have experienced property damage as a result of District action, or because 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.

CUSTOMER'S OBLIGATIONS

Claims for Damage

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 the 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 necessary in making certain all pertinent information is provided.

Customer Responsibilities for District Property

The Customer shall provide proper care and protection of the District's meters, meter pits, meter boxes, pressure reducing valves, fittings, pipes and other facilities associated with an individual service. In the event of loss or damage to the District's property because of the Customer's negligence or abuse, the District may require the customer to pay the costs of repairs or replacement, with a minimum cost as shown in the Schedule of Deposits, Credits, and Miscellaneous Charges.

District Access

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.

Change of Ownership

When a change of ownership takes place for any premises being served by the District, notice of such change shall be given at the office of the District within a reasonable time prior to such change. The out-going owner will be held responsible for all service supplied until such notice has been received by the District and change of ownership has been accomplished.

Discontinuance of Service by a Customer

Except as may be otherwise provided by a special contract or agreement, an owner may terminate service by appropriate notification to the District and by payment in full of all amounts due the District to the date of service discontinuance. Normally the District will require authorization from the person paying for a service before discontinuing such service.

The District reserves the right to read a meter for a final bill within a one-week period from the date of transfer/termination set by the customer, and adjust the reading using historical consumption.

Notice of Trouble

The District will always endeavor to give the best possible service to its customers. Customers can materially assist the District in fulfilling this objective by promptly notifying the District of any defect, trouble, accident or situation which causes service to be unsatisfactory for any reason.

APPLICATION AND AGREEMENT FOR SERVICE

Application

All persons wanting to establish service with the District will be required to submit a signed application or special contract. Large industrial or commercial service may require special contract and shall contain such provisions and stipulations as may be necessary or desirable to protect the interests of both the District and the Customer. Acceptance of service with or without a signed application or contract, shall signify the acceptance of the general terms, conditions and policies, rate schedules, and Schedule of Charges and Fees specified in this policy.

All persons will be required to submit photo identification when applying for service.

Authorization

Property owners/landlords must file a signed Authorization to Bill Tenant form with the District prior to the transfer of services to any person other than the owner of a service location, including but not limited to renters, real estate agents, and property managers.

DEPOSITS

District staff will determine credit risk for each customer at the point of application. Should a deposit be required, an installment plan of no longer than a three (3) month duration may be offered to the Customer at the discretion of the Manager or his/her designee.

Residential

A deposit may be required from a residential Customer, unless the Customer has established a satisfactory credit record with the District or as determined by information obtained from a credit check or letter of credit from another electric utility with a minimum of twenty-four (24) months history. The deposit shall be as set forth in the Schedule of Deposits, Credits, and Miscellaneous Charges.

Commercial

A deposit may be required from a nonresidential Customer unless the Customer has established a satisfactory credit record with the District. The deposit shall be as set forth in the Schedule of Deposits, Credits, and Miscellaneous Charges.

Additional or New Deposits

Nothing in these rules shall prevent the District from requiring additional or new deposits when conditions warrant.

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. Deposits will be credited to an account upon termination of service.

Transfer of Deposit

Should a Customer transfer service to a new service location thereby closing one account and opening a new account, the deposit shall be transferred to the new account.

CHARGES

Payment of Charges/Fees

Payment of charges/fees as set forth in the applicable Schedule of Deposits, Credits, and Miscellaneous Charges, will be required of all customers.

Fee Forgiveness

At the discretion of the Manager or his/her designee, the District may waive one fee per customer per twelve (12) month period under extenuating circumstances. Fees that are eligible for forgiveness are as follows:

1. Late fee
2. Reconnect
3. Returned Check
4. Door Hanger

PAYMENTS

Bills Payable Within Twenty-one (21) Days

All bills, for service rendered and minimum charges, are due when rendered and payable within

twenty-one (21) days from the date of mailing, unless otherwise specified, and if not so paid, become delinquent, subject to late fees and subsequently subject to disconnection as outlined in this document under Delinquent Accounts.

Average Payment Plan

“Average Payment Plan” shall be interpreted to mean that the Customer shall pay an estimated amount each month on or before a specified date; said account and date to be determined by the Manager of the District or, his or her designee, beginning approximately one month following the scheduled reading of the customer’s meter, and continuing on a regular monthly basis thereafter, and if not so paid the amount may be deemed delinquent and subject to late fees and subsequently to disconnection as outlined in this document under Delinquent Accounts.

At the option of the Manager, new Customers of the District, including all Customers who have not established credit with the District, shall be required to make monthly estimated payments on all utility bills according to a payment schedule determined by the District and presented to the Customer upon signing for utility service, or as soon thereafter as practicable. 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 subject to late fees and subsequently to disconnection as outlined in this document under Delinquent Accounts.

Returned Payments

An accounting service charge (Returned Check Charge), as set forth in the applicable Schedule of Deposits, Credits, and Miscellaneous Charges, may be charged to a Customer if a check tendered to the District as payment for utility service is not honored by the Customer’s bank because of insufficient funds, the bank account’s having been closed, or other irregularity. If the returned check was tendered to avoid disconnect for non-payment, or to have service (re)connected, the District may disconnect service without any further notice.

METERING

Meter Testing

When a Customer makes inquiry into his/her billing for any 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, Credits, and Miscellaneous Charges, to cover the cost of making such test. The meter will then be tested.

Should the meter show an error of over five (5) 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 five (5) 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.

Meter Tampering

Any Customer receiving unmeasured or unauthorized 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.

A Meter Tampering Charge, as set forth in the Schedule of Deposits, Credits, and Miscellaneous Charges, will be added to the estimated billing for unmeasured or unauthorized services to cover the expense of District equipment restoration. In the event of 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.

Meter Reading and Estimations

Meters will normally be read, and bills rendered on a monthly cycle. Readings may be done electronically.

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.

Closing meter readings will be done within five (5) days of being requested by the Customer.

BILLING

Regular Bills

Statements for the regular billing period will be rendered based upon the meter reading or estimate.

Closing Bills

Closing bills will normally be rendered with the regular billing cycle for the service location.

Billing Error Adjustments

The Customer is financially responsible for all services rendered by the District, including but not limited to, electric energy and water passing through the meter, pole attachments, telecom, and any sewer fees related to District managed drain fields. It is the policy of the utility to collect all amounts identifiable as due and owing for utility services. The utility reserves the right to collect such charges on the basis of joint and several liability from any person determined to be legally responsible for the charges, as may be most convenient to the utility.

1. Billing errors resulting in underbilling or underpayment may be adjusted considering the following criteria:
 - a. In general, the public is presumed to know that a reasonable charge for utility services rendered must be paid. Where it appears a customer or other person from whom payment is sought did not have actual or constructive knowledge of the error, the retroactive billing computation will be limited to the most recent six (6) month period prior to the time of the correction. If requested by the customer, the District will offer a reasonable repayment plan for the retroactive billing.

- b. Underbilling or underpayment because of customer error or where it appears a customer had actual or constructive knowledge of the error shall be paid in full.
2. Billing errors resulting in overpayment or overbilling will be adjusted by the District based on the best information available. The credit will be computed pursuant to Washington State Statutes of Limitation as set forth in WAC 480-100-178.
3. Adjustment is made by way of credit to the utility bill unless another adjustment method is approved by the affected utility department. The District reserves all defenses, offsets, and claims allowable in contract or law for any claimed overbilling or account errors.

Budget Billing

Fixed Budget –

Customers will be billed each month for one-twelfth of their annual usage. Fixed Budgets will be recalculated at least once per year. Credits and deficits will be rolled into the following year's budget amount.

Variable Budget –

Customers will be billed each month for one-twelfth of their rolling twelve-month average usage. As the variable budget uses a rolling average there will not be an annual recalculation.

Promotional Billing

Credits –

The District may offer Customers promotional credits as set forth in the Schedule of Deposits, Credits, and Miscellaneous Charges.

Low Income Contributions –

The District may promote program(s) to benefit low-income Customers through Customer contributions.

DELINQUENT ACCOUNTS

Late Fees

Any billed service charge or fee, that is not paid on or before the due date printed on the billing statement will be subject to a late fee as set forth in the Schedule of Deposits, Credits, and Miscellaneous Charges.

Notice of Pending Disconnect

Written notice will be sent to a Customer by first class mail at least fourteen (14) days before service is discontinued under this policy 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 policy, 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.

The District will attempt to provide additional notification approximately seven (7) days prior to the disconnection through automated phone equipment when the District's phone service is available or with field delivered door hanger notice. Additional fees will be assessed for the door hanger as set

forth in the Schedule of Deposits, Credits, and Miscellaneous Charges. Field door hangers will no longer be issued after January 1, 2020. After January 1 2020, the District will transition to email notification in lieu of field door hangers. Any fees associated with the email notification shall be set forth in the applicable Schedule of Deposits, Credits and Miscellaneous Charges.

When it is necessary, in the opinion of the District, to mail a collection notice to any Customer (in addition to regular billing statements), 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.

Once a Customer has been notified of the pending disconnection, further notice of intent to disconnect will not be given in the case of broken payment arrangements and returned payments as outlined in WAC 480-100-128.

Reconnection

Whenever personnel have been dispatched to reconnect service as per this policy, a charge, as set forth in the District's Schedule of Deposits, Credits, and Miscellaneous Charges will be made for restoring service. If 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.

Medical Emergency Shut Off Protection

Pursuant to State WAC 480-100-128, any Customer claiming to have a medical emergency can request either to have their service not shut off, or if already off, to have it restored. The following steps must be taken by the Customer once a medical emergency has been claimed.

1. Once the Customer has been notified of and has acknowledged a planned shut off (either by phone, door hanger, actual shutoff, or by PUD employee dispatched to disconnect services) the Customer will have seven (7) days to:
 - a. Pay ten percent (10%) of the outstanding balance, including any disconnect or reconnect charges.
 - b. Provide a medical certificate that includes:
 - i. Residence location
 - ii. Explanation of how the current medical condition will be aggravated by disconnection of service
 - iii. Estimate of how long the condition is expected to last
 - iv. Title, signature, and phone number of the person certifying the condition
 - c. Sign an agreement to (1) pay the balance owed within one hundred and twenty 120 days and (2) pay all new charges on time
2. If services are disconnected before the Customer claims a medical emergency, their services will be restored that day for a \$60.00 reconnect charge, unless the call to reconnect is after normal PUD work hours, in which case service will be restored the next day prior to noon for a \$60.00 reconnect charge. The Customer can also choose to have power reconnected after hours that day for an after hours connect fee as set forth in the applicable Schedule of Deposits, Credits, and Miscellaneous Charges.
3. If the Customer fails to meet these conditions of reconnection, they will be sent a disconnection notice and will be terminated at the next regularly scheduled disconnection cycle.

All medical certificates must be reviewed every sixty (60) days.

The customer can go through this process twice within 120 days, after which it will no longer be a valid reason to reconnect until 120 days have elapsed since the prior claim was started, at which time the customer can apply for another deferment.

Moratorium

Under RCW 54.16.285, Customers may qualify for protection from disconnection for non-payment. To be protected under the law the Customer must complete the following:

1. Notify Customer Service within five (5) business days after receipt of a past due statement that they are unable to pay their bill.
2. Provide the Customer Service Department with a statement from Olympic Community Action Programs that their income qualifies for the moratorium. This statement must also provide a dollar figure that is 7% of the Customer's monthly household income.
3. Apply for low income energy assistance from either a government or private source and agree that any utility assistance payment received by you will be paid to the District.
4. Apply for low income weatherization assistance to the District or appropriate agency if available.
5. Agree to maintain a payment plan designed to bring your account current by October 15. Customers may not be required to pay more than 7% of their certified monthly income plus one twelfth (1/12) of any arrearage accrued from November 15 through March 15.
6. The Customer must agree to pay the monies owed even if they move.

CUSTOMER RIGHTS

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.

1. Informal conferences shall take place during normal business hours, 9:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays.
2. The Customer may either appear in person in the District's office or confer by telephone.
3. Such designated employees shall have the authority to reach agreements with the Customer for a deferred payment schedule of the bill.

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.

1. 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.
2. A written appeal by a Customer must be filed with the Hearing Officer within five (5) business days after the determination of the informal conference.

3. 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 business hours – 9:00 a.m. to 4:30 p.m., Monday through Friday, and within seven (7) business days of the Customer’s appeal.
 - a. 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 council.
 - b. 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.
 - c. 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.

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.

VALIDITY AND EFFECTIVE DATE

Validity

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

Effective Date

This Policy will take effect and be in force from and after the 1st day of January 2019

Adopted by the Board of Commissioners at Public Utility District No. 1 of Jefferson County, Washington, [DATE].

SCHEDULE OF DEPOSITS, CREDITS, AND MISCELLANEOUS CHARGES

Deposits

The District will determine credit risk for each person wishing to establish service with the District. New Customers with no previous history with the District will be required to submit to a credit check through Online Utility Exchange (OUE). The results from OUE return with three (3) levels of credit:

1. Good credit / Low risk – Green
2. Medium credit / Medium risk – Yellow
3. Bad credit / High risk - Red

Should the Customer not wish to supply the District with their social security number, the District will accept a letter of credit from another electric utility which must contain at least twenty-four (24) months of credit history.

The District's Customer Information System (CIS) uses credit history events to determine credit risk. The District will use this rating for all returning Customers, provided that the credit history is not more than twelve (12) months old. The credit levels in the CIS program are as follows:

1. Excellent credit: 0
2. Good credit: 1-3
3. Medium credit: 4-7
4. Bad credit: 8 or higher

The deposit shall be charged as follows:

1. Electric – Residential
 - a. Medium Credit \$100.00
 - b. Bad Credit..... \$200.00
2. Electric – Commercial..... \$200.00
3. Water..... none
4. Sewer..... none

Credits

Paperless Plus (\$5.00) per month
(Customer must be signed up for paperless billing and auto-pay using their checking account)

Low Income

Electric

1. Low Income (less than 150% FPL) (\$39.50) per month
2. Senior Low Income..... (\$20.00) per month

Water..... (\$10.00) per month

Sewer..... 30% of base fee per month

Miscellaneous Charges

Application Fee – Net Meter

1. Generating Facilities of 0 kW to 25 kW.....\$100.00
2. Generating Facilities of greater than 25kW.....\$500.00
3. Installation fees will be based upon Engineering Quote

Access Appointment

Maintenance & Repair

4. Electric.....\$175.00
5. Water.....\$60.00
6. Sewer.....\$60.00

Read Meter (electric/water).....\$30.00

Credit Check.....\$5.00

Door Hanger – Electric, Water, Sewer, or any combination.....\$15.00
(Door Hangers will no longer be used after January 1, 2020)

Disconnect

Electric

1. Disconnect at transformer.....\$150.00
2. Temporary disconnect.....\$150.00

Water – Seasonal disconnect.....\$15.00

Late Fee

1. Electric.....\$5.00
2. Water.....\$5.00
3. Sewer.....\$5.00

Meter Tampering

Electric

1. Cut or missing seal.....\$125.00
2. Unauthorized connect or reconnect of meter.....\$500.00
3. Power diversion investigation – actual cost (minimum charge).....\$285.00

Water

1. Cut or missing seal.....\$125.00
2. Unauthorized connect or reconnect of meter.....\$500.00
3. Water diversion investigation – actual cost (minimum charge).....\$265.00

Meter Testing - (per policy specifications)

- 1. Electric\$165.00
- 2. Water.....\$85.00

Reconnect – all reconnect fees will be charged at the time of dispatch. Requests received between 1:00 p.m. and 9:00 a.m. of the next business day may be charged additional after-hours fees if the Customer requests expedited connection.

Electric

- 1. Reconnect at meter\$60.00
- 2. Reconnect at transformer.....\$150.00
- 3. After hours/expedited.....\$250.00

Water

- 1. Crew dispatched reconnect.....\$60.00
- 2. Seasonal reconnect.....\$15.00
- 3. After hours/expedited.....\$250.00

Re-read Meter – Customer request (no charge if reading is incorrect)\$30.00

Returned Payment\$30.00

Trip Charge (Customer not prepared for scheduled work)

- 1. Electrical Serviceman.....\$250.00
- 2. Line Crew\$450.00
- 3. Water Serviceman.....\$70.00

"EXHIBIT A"

PUBLIC UTILITY DISTRICT NO.1

OF JEFFERSON COUNTY

ELECTRIC SERVICE REGULATIONS

Draft Changes

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Draft Changes

SECTION 1 - DEFINITIONS

- A. ANNUAL LOAD FACTOR - The quotient of the annual electric usage divided by the product of the highest monthly peak demand multiplied by 8,760 (24 x 365).
- B. 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.
- ~~C. 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.~~
- D. COMMERCIAL SERVICE - A commercial service is any service to any building, facility or structure that is owned and operated as a part of a business.
- E. 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.
- F. CONTRIBUTION IN AID OF CONSTRUCTION - The construction cost of a line extension as paid by the Customer plus unit trench and conduit cost for lines installed by the District.
- G. 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.
- H. CUSTOMER -A person, commercial business, or other entity that has, or has applied for, a service account with the District.
- I. 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.
- J. DISTRICT -Public Utility District No.1 of Jefferson County, Washington.
- K. FINANCIAL INSTITUTIONS -Banks, credit unions, and savings and loans.

- L. HOME ENTERPRISE AND HOME-BASED INDUSTRY SERVICE - Home-based enterprise, business, or industries shall be defined by requirements set forth in the Jefferson County Zoning Code. When meeting these requirements, the service shall be classified as a Residential Service.
- M. 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.
- N. INDUSTRIAL SERVICE - An industrial service is any commercial service that has over 50 horsepower or over 100 kW of total connected load.
- ~~O. LOW INCOME - Meeting the guidelines established by the PUD policy and/or state, or federal regulations.~~
- P. MANAGER - The General Manager of Public Utility District N0.1 of Jefferson County, Washington, or authorized agent thereof.
- Q. 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.")
- R. NONCONVENTIONAL SUBDIVISION - Any other subdivision of land, including short-platting, where installation of electric utility lines is not required under County regulations.
- S. OWNER - 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.
- T. PERSON - Human Beings, associations, co-partnerships, and corporations, whether acting by themselves or by a servant, agent, or employee.
- U. RESIDENTIAL SERVICE - A residential service is a service to any building, facility or structure that is associated with a residence. This residence may be either single or multi family type. Included in this category will be manufactured homes occupying spaces in parks if the spaces are individually metered. Not included in this category will be motels, hotels and RV parks that have only one meter or master meter for multiple units.
- V. Not Assigned

- W. TRENCH - Trenching, bedding, backfilling, compaction, restoration, and maintenance of subsequent ditch settling.
- X. TRENCH COST - The unit cost of trenching as established by the District.

Draft Changes

SECTION 2 -GENERAL REGULATIONS

~~A. — CONTRACTS, RATES, AND RESALE~~

~~Electric service shall be provided upon 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 sub-metering 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.~~

~~C. DELIVERY POINT~~

~~A delivery point will be established by the District for each customer, generally the meter for a residential 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 Service Regulations, District facility access requirements 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. (Also see Section 8, Items C.2 and C.3.)~~

~~F. BOARD OF COMMISSIONERS~~

~~The Board of Commissioners of Jefferson 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.~~

A. APPLICABILITY OF DISTRICT ELECTRICAL SERVICE REQUIREMENTS AND FACILITY ACCESS POLICY

In addition to these regulations, the District's electrical service requirements and facility access requirements are also applicable to the installation, operation and maintenance of all District electrical 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.

Facilities installed on Customer property will be in accordance with current District regulations, requirements, and policies that give consideration for present and future access.

The Customer shall keep the area around all meters, transformers, and other District facilities on the Customer's property free of vegetation, health and safety hazards, debris, and obstructions; to ensure clear and safe access at all times.

~~B. 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 District Electric Service Regulations or requirements or facility access requirements concerning the rendition of service or has an unpaid obligation to the District.~~

~~C. 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.~~

B. NEW RESOURCES

Tier 1 Allocation. New or existing Customers with whose power requirements are projected to be greater than 1.0 MW of peak demand are subject to the PUD's "New Large Load Policy"

The District receives an allocation of the federal-based system to serve Customers under the Tiered Rates Methodology referred to as the Bonneville Power Administration's (BPA)

GENERAL RATE SETTING PRINCIPLE - Rates applicable to new large loads will include the estimated costs of service and incorporate provisions designed to recover the additional power-related costs incurred by the District as a result of the new large load customer taking electric service and the District having to purchase power in excess of its Tier 1 allocation from the Bonneville Power Administration ("Bonneville").

Draft Changes

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. Not Assigned

3. Trenches

The Customer or Developer shall provide trenches to District specifications for all underground installations.

4. Easements

The Customer or Developer shall provide easements as required for the extension, in the location and the width specified by the District.

5. 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 Jefferson County, Washington. Ownership of Customer or Contractor installed extensions will begin when approved and energized by the District.

6. 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 (see Section 5.A) 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.

7. Not Assigned

8. 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. 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.

9. Construction and Ownership of Extension

The Customer(s) shall bear the cost of the extension (as calculated by the PUD using existing extension fees and charges) in accordance with all specifications of, and subject to inspection and approval by the District. Electrical service will not be made available until all requirements are met by the Customer(s).

10. Proposal Cost

The District will provide line extension cost estimates to the Customer or potential developers.

11. Unit Costs

The District Manager will establish unit costs (~~exhibits "B" & "C"~~) 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 expenses ~~and policy~~.

~~12. Cost Accounting~~

~~The District will review the actual cost of each line extension. If the actual cost exceeds the estimate by more than \$100, the Customer may be invoiced for that amount in excess of the estimate; or if the estimate exceeds the actual cost by more than \$100, a refund of the excess will be made to the Customer.~~

B. RESIDENTIAL LINE EXTENSIONS

1. New Service Charge

The District's New Service Charge 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.

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. COMMERCIAL LINE EXTENSIONS

1. New Service Charge

The New Service Charge shall be paid prior to connection to District facilities.

- a. For Commercial Accounts the District's New Service Charge shall provide for installation of transformers, overhead service conductors, underground service connection and the District's portion of metering equipment.
- b. 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.

2. Construction Costs

Where facilities construction is required to make service available to a commercial 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 will be determined by the District. the estimated cost of the facilities plus the New Service Charge.

D. INDUSTRIAL AND LARGE POWER LINE EXTENSIONS

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

E. DEVELOPER LINE EXTENSIONS

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.

F. Not Assigned

G. IDLE 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 Area Coverage

(a) The District shall make diligent effort to extend electric service to all unserved persons within the service area of the Borrower who (i) desire such service and (ii) meet all reasonable requirements established by the Borrower as a condition of such service.

(b) If economically feasible and reasonable considering the cost of providing such service and/or the effects on consumers' rates, such service shall be provided, to the maximum extent practicable, at the rates and minimum charges established in the District's rate schedules, without the payment of such persons, other than seasonal or temporary consumers, of a contribution in aid of construction. A seasonal consumer is one that demands electric service only during certain seasons of the year. A temporary consumer is a seasonal or year-round consumer that demands electric service over a period of less than five years.

(c) The District may assess contributions in aid of construction provided such assessments are consistent with PUD Policy.

~~B. 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.~~

~~C. 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.A.6). (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.

4. Customer shall notify the District in advance of any new load coming on line or increase in existing commented Customer load greater than 50kW, Customer may be subject to a special contract inclusive of specific terms and conditions associated with the energy, demand, shaping interconnection and usage patterns in accordance with Section 2, Paragraph J. Any increase of load in excess of 50 kW for more than two months in a consecutive twelve (12) month period may be subject to an increase in electric rates.

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.~~

C. 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.

Draft Changes

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 Electrical Service Requirements and these 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 three months 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 -Line Extension Regulations.

Underground Services

Underground service conduit and trench will be provided and installed by the Customer or contractor. The conductor will be provided and installed by the District. Residential underground service conduit 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.

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. Commercial or industrial underground service installed from the District transformer to the customer's point of metering should 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.

g. Tree trimming from the transformer to the house is the customer's responsibility.

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 Electrical Service Requirements.

4. Clearance.

The Customer shall keep the area around all meters, transformers, and other District facilities on the Customer's property free of vegetation, health and safety hazards, debris, and obstructions; to ensure clear and safe access at all times.

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 and rates and charges.

F. DETERMINATION OF DEMAND AND REACTIVE

The District is upgrading its meter reading system. Once in place the PUD will bill using kVA charges.

G. POWER FACTOR ADJUSTMENT.

This District is upgrading its meter reading system. Once in place the PUD will bill using kVA charges

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.

3. Manufactured Homes

The 1994 HUD Code will be the minimum energy efficiency standard for manufactured homes in the District's service territory.

Manufactured homes that do not meet the minimum standard will be assessed an Energy Resources Surcharge at the time of application for electric service (see Schedule of Deposits and Charges).

- a. Manufactured homes connected to District electric service are exempt from the surcharge when relocating within the service territory.
- b. Manufactured homes that do not have permanently installed electric heat and are heated with other fuels or are non-residential are exempt from the surcharge.
- c. Manufactured homes heated with a heat pump are exempt from the surcharge. Surcharge fees collected will be placed into the Conservation Resources Acquisition Account for installation of energy conservation measures.

SECTION 7 - CONNECTION OF MOTORS TO DISTRICT FACILITIES

A. GENERAL

Approval of the District is required before installation of any single-phase motor exceeding 7.5 horsepower.

B. Not Assigned

C. INDUSTRIAL MOTOR LOADS (COVERS ALL OTHER APPLICATIONS)

Industrial motor applications, up to and including 10 horsepower, are permitted to be started across the line. Motors over 10 horsepower require starting facilities which are subject to approval by the District.

Draft Changes

~~SECTION 8 – DEPOSITS, CHARGES, PAYMENTS AND BILLING~~

~~A. DEPOSITS – The PUD Board has adopted the use of a technology-based screening tool called ONLINE Utility Exchange to assess credit risk at the point of application and charge deposits only to those potential customers and existing customers who pose credit risk.~~

~~1. — Residential~~

~~A deposit may be required from a residential Customer, unless the Customer has established a satisfactory credit record with the District or as determined by District information obtained from ONLINE Utility. 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. 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 customers.~~

~~C. PAYMENTS~~

~~1. — Bills Payable Within Twenty-one (21) Days~~

~~All bills, for service rendered and minimum charges, are due when~~

~~rendered and payable within twenty one (21) days from the date of mailing, unless otherwise specified, and if not so paid, become delinquent and subject to disconnection as outlined in Section 8, Item C.5.~~

2. — Delinquent Payments

~~When a Customer develops a history of delinquency with the District in that billings are not paid within a twenty one (21) day period as stipulated above, and further, are not paid within a thirty (30) day period following the date of mailing for two or more occasions, which need not be consecutive, the District may, at its option, require a deposit as security and/or require said Customer to make scheduled payments (on a monthly, or more frequent basis) to bring the account to a current status, and, therefore, said Customer may be required to assume monthly payments on an Average Payment Plan.~~

3. — Average Payment Plan

~~"Average Payment Plan" shall be interpreted to mean that the Customer shall pay an estimated amount each month on or before a specified date; said account and date to be determined by the Manager of the District, beginning approximately one month following the scheduled reading of the Customer's meter, and continuing on a regular monthly basis thereafter, and if not so paid, the amount may be deemed delinquent and subject to disconnection as outlined in Section 8, Item C.5.~~

~~At the option of the General Manager, new Customers of the District, including all Customers who have not established credit with the District, shall be required to make monthly estimated payments on all utility bills according to a payment schedule determined by the District and presented to the Customer upon signing for utility service, or as soon thereafter as is practicable. 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 as outlined in Section 8, Item C.5.~~

4. — Right to Disconnect Service

~~The right to discontinue service for default, as defined in Section 8, Item C.1, 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 anyone or more times shall be deemed a waiver of rights to enforce the same at any time, so long as the default continues.~~

Notice of Pending Disconnection

~~Written notice will be sent to a customer by first class mail at least 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.~~

~~The District will attempt to provide additional notification approximately 24 hours prior to the disconnection through automated phone equipment when phone service is available or with field delivered door hanger notice. (note: there will be a charge for notice hanger).~~

~~When it is necessary, in the opinion of the District, to mail a collection notice to any Customer (in addition to regular billing statement and/or monthly payment cards), 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 CHECK CHARGE

~~An accounting service charge (Returned Check Charge), as set forth in applicable Schedule of Deposits and Charges, may be made to a Customer if a check tendered to the District as payment for utility service is not honored by the Customer's bank because of insufficient funds, the bank account's having been closed, or other irregularity.~~

E. FIELD COLLECTION CHARGE

~~It is not the District's policy to allow for Field Collections.~~

F. CUSTOMER'S 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—8:30 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.

Draft Changes

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 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—8:30 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.~~

~~G. RECONNECTION CHARGE~~

~~Whenever personnel have been dispatched to disconnect service 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.~~

~~H. METER TESTING~~

~~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.~~

~~Should the meter show an error of over five (5) 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 five (5) 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.~~

~~I. METER TAMPERING CHARGE~~

~~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 un-metered or unauthorized due to meter tampering, alteration, or replacement.~~

~~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.~~

J. METER READING, ESTIMATIONS

Meters will normally be read and bills rendered on a monthly cycle. Readings may be done electronically. 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.

Closing meter readings will be done within 5 days of being requested by the Customer. K. 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 ten (10) days of the Customer requested disconnect date, or with the regular billing cycle.

3. Billing Error Adjustments

The customer is financially responsible for all electric energy or water passing through the meter. In the event of an error in billing, 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. In the event the adjustment is in favor of the customer (present or previous), the District will credit the customer account (or refund the credit with the request of the customer). The credit will be computed pursuant to Washington State Statutes of Limitation.

In the event the adjustment is in favor of the District, a retroactive billing to the customer will be provided. The retroactive billing computation will be limited to the most recent 6-month period prior to the time of the correction. The customer may choose to pay the retroactive billing over a period of time in agreement with the District.

SECTION 8-VALIDITY AND EFFECTIVE DATE

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 and after the 1st day of January 2017.

ADOPTED by the Board of Commissioners at Public Utility District No. 1 of Jefferson County, Washington, this 13th day of December, 2016.

Draft Changes

"EXHIBIT B"

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

SCHEDULE OF DEPOSITS AND CHARGES

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**PUBLIC UTILITY DISTRICT NO.1
OF JEFFERSON COUNTY
JANUARY 1, 2017**

DEPOSITS

General: The PUD uses a national agency, ONLINE Utility Exchange, to determine the amount of risk a customer provides for the utility in paying their bills in a timely manner. This agency rates a customer a Green, Yellow, or Red as far as their risk to the utility. This rating will determine the deposit amount. The customer deposit cannot be used for paying a delinquent bill.

Electric

Residential: For a green rating, no deposit will be required. For a yellow rating a \$100 dollars deposit will be required. For a red determination, a \$200 dollar deposit will be required.

Non-Residential: Two-twelfths of estimated annual billings or as determined by the District.

Water/ Sewer

Residential: None.

Non-Residential: None

Deposits will be automatically credited back to the account after one year of perfect payment history.

CHARGES

New service application:

Any combination of electrical, water, or sewer only: \$ 20.00

Net Metering application: A non-refundable application fee must accompany this Application and Agreement:

- 1) Generating Facilities of 0 kW to 25 kW \$100.00
- 2) Generating Facilities of greater than 25 kW \$500.00
- 3) Other fees will apply for actual meter installation

Connect - Reconnect/ Read-out Charges - applicable to standard new or existing services.
(Read-outs charged to incoming, not out-going)
(Disconnect charges will be applied at time of reconnect and will be the responsibility of the requesting party).

Electric

- 1) Meter including multiple (water and sewer) meters for same acct. \$ 60
- 2) Disconnect or reconnect at transformer - (construction) \$ 150

Water Independent of electric \$ 60

Sewer Inspect customer connection \$ 150

After Hours and/or Nonpayment (in addition to other application charges) \$ 250
 Requests received between 1:00 pm and 9:00 am of next business day will be charged the additional \$250 if customer cannot wait for turn on the normal business day.

Reread Meter (customer request due to high consumption)
 No Charge if reading is incorrect

Access Appointment to Read Meter \$ 30

New Service Charges - including connect charge and engineering charge

Electric - Overhead - Self-contained meter only

- 1) Single phase - Existing Overhead Transformer \$1,000
 (Inc. OH Triplex svc to cust bldg up to 120' from existing transformer)
- 2) Single phase - Install new overhead transformer \$ 1,685
 (Inc. OH Triplex svc to cust bldg up to 120' from existing transformer)
- 3) Each additional lift/secondary pole (may require engr. Est) \$1,500
- 4) Overhead service with road crossing includes new lift pole \$1,600
- 5) Underground service up to 350' with new Overhead transformer on an existing pole includes secondary riser \$1,800
- 6) All Three phase work - will require engineer estimate.

Electric - Padmount - Self-contained meter only

- 7) Single phase - underground service up to 350' from existing Pad mount transformer \$ 750
- 8) Single phase -underground service up to 350' increasing the transformer size, upgrade \$1,435
- 9) All Three phase power will require an engineer estimate
- 10) All commercial services and multifamily services are charged based on an Engineers estimate

Electric - Others

- 13) Additional meter(s) at a multiple installation involving a single service run
 - a) Each add'l meter installed with original connection \$ 250
 - b) Add'l charge for each meter installed at a later time than original connection \$ 350
- 14) CT Meter Connection (in addition to one of the above)
 - a) Up to and including 800 AMP \$ Engineer
 - b) Greater than 800 AMP \$ Engineer
- 15) Net Meter Installation
 - a) Standard Meter or AMR Meter \$ 350
 - b) CT Meter I AMR-CT Meter \$ 595
- 16) Production Meter Installation Fees
 - a) Standard Meter \$ 165
 - b) Advanced Meter \$ 595
 - c) Additional Standard Meter \$ 165
 - d) Additional advance Meter \$ 595
- 17) Temporary Service -in addition to above new service charge Customer supplies wire for underground temporary service - \$ 200
- 18) Temporary Service -Community Sponsored Festival Only \$ Engineer

Water - Residential% inch meter.

- 1) **Hookup Charge -full meter regardless side of road** \$ 1550
- 2) **Meter Drop** \$ 255
- 3) System Development Charges (per ERU): Meter collllection not included
 - a. Standard \$ 2000
 - b. Marrowstone (LUD# 14) \$ 7300
 - C. Shine (LUD#11) \$ 7000
 - d. Snow Creek \$ 2900
 - e. South Hastings Loop (LUD#3) \$ 2800

- 4) Late-comer charges - per agreement with developer

Sewer System Charges

- 1) Hookup Charge \$ 150
- 2) System Charges. Each system charge has been developed separately and will have to be calculated at the PUD at time of connection.
- 3) PUD inspection of septic system (minimum) \$ 350

Misc. Service Charges - Alphabetical Order

Access Appointment (e.g. Maintenance & Repair)

- 1) Electric \$ 175
- 2) Water \$ 60
- 3) Sewer \$ 60

Assessment Segregation - actual cost \$ 50 (min)

Customer Service Conversation

- 1) Convert overhead service to underground service \$ 500
- 2) Change meter base to larger meter base size \$ 500
- 3) Upgrade overhead service wire to larger size \$ 500

Easements and Other Recorded Documents

- 1) Easements/ Bill of Sale \$ 200
- 2) Replacement Easements / Quit Claim \$ 200
- Deeds Total cost by customer

Engineering Charge for Developer Proposals Actual cost over \$ 1,000

Field Door Hanger

- Fire Hydrant Use - Temporary Service**
- Flat monthly fee \$ 75
 - Consumption Commercial rate
 - Deposit \$ 500

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 \$ 755
- 2) Two overhead \$ 1,005
- 3) Three overhead \$ 1,850
- 4) Single pad mount \$ 755
- 5) Three-phase pad mount Engineer Estimate

Lock Box - installed (one size only) \$ 315

Meter Tampering		
1)	Cut or missing seal (electric or water) (first time)	\$ 125
2)	Unauthorized connect or reconnect of meter (elec/h20)	\$ 500
3)	Power diversion investigation - actual cost & requires a W.O.	\$ 285 (min)
4)	Water diversion investigation- actual cost & requires a W.O.	\$ 265 (min)
Meter Testing		
1)	Electrical meter	\$ 165
2)	Water meter	\$ 85
Non-Sufficient Funds I EFT Returns		\$ 30
SMA Hourly Rate		\$ 70
Trip Charge (Customer not prepared for scheduled work)		
1)	Electrical Serviceman	\$ 250
	Line Crew	\$ 450
	Water Serviceman	\$ 70
Water		
1)	Seasonal Off/on of water service	\$ 15
2)	Annual Backflow test if done by PUD	\$ 150
Yard Lights		
	Install light only, along with new service	\$ 450
2)	Install light only, established account	\$ 450
3)	Install pole and light	\$1,475

"Exhibit C"

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

Electrical Line Extension Unit Prices

Electric Line Extension Unit Prices

UNDERGROUND

PRIMARY CABLE

Single-Phase	6.67
V-Phase	12.42
Three-Phase	18.055

PADMOUNTS FOR TRANSFORMERS

Single-Phase (SLAB & SCOOP)	931.50
Three-Phase 75 - 300 (w/ VAULT)	3461.50
Three-Phase 500 - 2500 (w/ VAULT)	6,158.25

JUNCTION BOX

Single-Phase (4-WAY)	1,230.50
Single-Phase (5-WAY)	2,455.25
V-Phase	1,891.75

Three-Phase

SWITCH & FUSE CABINET

Fuse Pad (SLAB & SCOOP)	1,972.25
Single-Phase Fuse (Cabinet & Vault)	12,351.00
Three-Phase Fuse (Cabinet & Vault)	18,486.25
Three-Phase Switch (Cabinet & Vault)	42,440.75

ELBOW

Elbow	184.00
Rotatable Feed-Thru	327.75
Elbow with 4-Way C/O	235.75
Elbow with 5-Way C/O	1,253.50

SPLICE

	276.00
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RISER

Single-Phase	943.00
V-Phase	1,650.25
Three-Phase	2,386.25

SECONDARY PED & VAULT

Pedestal (for 1-Phase Trans.)	212.75
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Retirement of service	150.00
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3 phase metering ct	2,500.00
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1 phase metering ct	1,500.00
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primary metering	eng est.
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OVERHEAD

PRIMARY POLE

Single-Phase	3,015.00
V-Phase	3,360.00
Three-Phase	3,945.00

PRIMARY POLE INSERT

Single-Phase	3,000.00
V-Phase	3,232.50
Three-Phase	3,487.50

ADD A PHASE TO ONE SPAN

Single-Phase to V-Phase	1,087.50
Single-Phase to 3-Phase	1,440.00

OVERHEAD TAP

Single-Phase	960.00
V-Phase	1,672.50
Three-Phase	2,565.00

SEC / SVC POLE

	1,642.50
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SEC / SVC POLE

	2,055.00
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WITH GUY & ANCHOR

	532.50
--	--------

GUY & ANCHOR

	2,370.00
--	----------

GUY POLE & SPAN GUY

	2,370.00
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Retirement of service

	150.00
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AGENDA REPORT

DATE: November 19, 2018
TO: **Citizen Advisory Board**
THRU: Larry Dunbar, General Manager
FROM: Bill Graham, Interim Water Operations Supervisor
RE: **COS Systems Service Zones Survey**

SUMMARY: Staff will provide an information only presentation at today's meeting to share customer participation in the COS Systems Service Zones Survey.

BACKGROUND: In May 2017, the PUD entered into a contract with COS Systems to survey East Jefferson County residents regarding their existing broadband service and willingness to connect to a PUD owned broadband network that included wireless and fiber options to the home.

The survey broke out the District into large discrete areas (ie Marrowstone Island, Port Townsend, Chimacum Valley, etc), but not neighborhood "zones". Zones are smaller in area and the level to which the service is designed to aggregate demand, track take rates and utilize the business model to justify the building of fiber or wireless network infrastructure.

ANALYSIS/FINDINGS: Staff will be communicating the results of the survey where the respondents are located, their bandwidth, service provider and their level of satisfaction with their current service.

Staff will be providing the data from the survey to the consultant selected to complete the telecommunications strategic plan.

FISCAL IMPACT: Currently the COS Survey has no fiscal impact. Cost per month was \$1,000 to keep survey active via hosted website from May 1, 2017 until when it was terminated in August, 2018.

RECOMMENDATION: For information only, no action requested.



AGENDA REPORT

DATE: November 19, 2018
TO: **Citizen Advisory Board**
THRU: Larry Dunbar, General Manager
FROM: Bill Graham, Interim Water Operations Supervisor
RE: **Water Shortage Response and Emergency Preparedness Plan**

SUMMARY: Staff received the scope of work from HDR Engineering for a water shortage response and emergency preparedness plan.

BACKGROUND: While Jefferson PUD does not forecast a water shortage crisis within the next 5 years – the threshold at which the state requires water systems to develop plans - staff feels that based on a recent high demand experience and the possibility of future shortages, plans are warranted at each system. Similarly, all systems are vulnerable to regional threats such as BPA transmission outages, geomagnetic storms, earthquake, tsunami and wildfires. Staff sees this planning action as an opportunity to combine shortage response and emergency preparedness planning for all its water systems.

ANALYSIS/FINDINGS: HDR Engineering will use the Washington State Department of Health (DOH) guidance document “Water Shortage Response Plans for Small Public Drinking Water Systems (DOH Pub. No. 331-316)” as the framework for development of the plans. They will be developing protocols for the PUD to respond according to the level of the shortage or emergency. They will also be building upon the existing work they are doing for the update of the PUD water system plan.

Staff will be communicating with HDR Engineering to develop a list of items we can purchase and implement immediately to advance our emergency preparedness level as soon as possible.

FISCAL IMPACT: The cost for the development of the water shortage and emergency response plan is \$11,200. Funding for the plan was not included in the budget, adequate unrestricted cash reserves are available.

RECOMMENDATION: Staff requests that the Citizen Advisory Board provides a recommendation to the Board of Commissioners on HDR Engineering Task Order 5 to their existing master contract for water engineering services.

Attachment: HDR Engineering Proposal

**Jefferson County PUD No. 1
Task Order 5: Water Shortage Response &
Emergency Preparedness Plans**

Scope of Services

October 30, 2018



**905 Plum Street SE
Suite 200, Town Square 3
Olympia, WA 98501-1516
(360) 570-4400**

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EXHIBIT A

SCOPE OF SERVICES

Background

HDR, Inc. is currently contracted with Jefferson County PUD No. 1 (PUD) to provide on-call engineering services. This scope of services covers Task Order 5 which involves development of water shortage response and emergency preparedness plans (plans) for each of the PUD's Group A water systems.

This work will utilize the Washington State Department of Health (DOH) guidance document "Water Shortage Response Plans for Small Public Drinking Water Systems (DOH Pub. No. 331-316)" as the framework for development of the plans. In addition, the effort will build upon related items being concurrently developed in the water system plan (WSP) update (e.g., sources of supply characterization, demand forecast, and vulnerability assessment updates).

Scope of Services

Task 1 Project Management

Objective

The purpose of this task is to monitor, control and adjust scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing for all tasks as part of Task Order 5.

HDR Services

1. Coordinate and communicate with PUD staff on a routine basis throughout the duration of the project.
2. Prepare and provide up to two invoices and monthly status reports describing the following:
 - A. Services completed during the month
 - B. Services planned for the next month
 - C. Needs for additional information
 - D. Scope/schedule/budget issues
 - E. Schedule update and financial status summary
 - F. Key issues to be addressed
3. Prepare monthly invoices formatted in accordance with contract terms.
4. Attend one conference call meeting with the PUD to discuss project, deliverables, and any other key project issues.

Client Responsibilities

1. Attend project management meetings.
2. Timely processing and payment of invoices.

3. Review and process contract change requests and amendments, if needed.

Assumptions

1. The project duration will be for two months.
2. One project meeting with PUD will be held with 2 hours of project manager time required for meeting for preparation, attendance (via phone), follow-up, and notes.
3. Invoices will be HDR standard invoice format.
4. Expense backup will not be provided with invoices but will be available for review at HDR.

Deliverables

1. Monthly reports (providing schedule, budget, and progress updates) and invoices (one copy with invoice can be mailed or e-mailed PDF file)

Task 2 Water Shortage Response Plan Development

Objective

The purpose of this task is to develop water shortage response plans (plans) for each of the PUD's Group A water systems (i.e., nine plans in total).

HDR Services

1. Prepare common outline of water shortage response plans, based on DOH guidance document template.
2. Develop draft plan content for the seven plan elements for each of the nine Group A systems for which plans are to be prepared, along with emergency preparedness components (e.g., auxiliary power provisions). The plan elements, along with key assumptions guiding this work, are:
 - A. Events that Cause Water Shortages. This will be comprised of descriptions of typical emergency situations, and will be mostly common amongst all systems. System-specific situations or vulnerabilities will have been identified during the course of the WSP update work.
 - B. Evaluate Supply and Demand. This will be a summary of the source capacity descriptions and demand forecast developed as part of the WSP update.
 - C. Define Stages and Criteria for a Water Shortage. This will be definition of up to four stages of advisory, voluntary, and mandatory actions that would be used by the PUD. At the most, two sets of stages will be developed (i.e., one for Quimper and one applicable to all other systems), though it is possible that one common set of stages will be developed that will apply to all systems.
 - D. Alternate Water Source. This will identify if other sources of supply are readily available for each system (e.g., backup wells, existing or potential future interties with adjacent or nearby water systems). It will also identify the ability of trucked or bottled water to serve system needs.
 - E. Effective Communications. This will identify the core communication messages the PUD will employ in the event of water shortages. This will be based on DOH recommended language and text used previously by the PUD, including boil water advisories.

- F. Demand Reduction Alternatives. This will be a summary of water conservation activities developed as part of the WSP update, as well as additional emergency curtailment activities.
 - G. Water Shortage Response Actions. This will be a summary of actions and communication messages the PUD will use for various water shortage stages.
 - H. Emergency Preparedness. This will identify improvements and cost estimates for each of the PUD 9 Group A water systems to overcome vulnerabilities and to remain in operation in the event of a natural disaster, such as loss of commercial power due to earthquake, severe wind storm or prolonged BPA transmission failure. This will take the form of conceptual-level sizing and cost estimates for onsite power generation facilities.
3. Compile complete Draft Water Shortage Response and Emergency Preparedness Plans, for review by the PUD.
 4. Participate in a review meeting with PUD staff.
 5. Prepare Final Water Shortage Response and Emergency Preparedness Plans, incorporating changes based on PUD review input.

Client Responsibilities

1. Provide HDR with prior/existing water shortage response and emergency preparedness planning information, including standard communications text, if available.
2. Provide consolidated set of review comments for Draft Water Shortage Response and Emergency Preparedness Plans within two weeks.

Assumptions

1. The review meeting will be up to 1.5 hours in length and will be in-person at PUD offices, attended by two HDR staff.
2. The schedule is contingent on completing WSP system analysis in October 2018.
3. The Final Water Shortage Response and Emergency Preparedness Plans will not be submitted to DOH, unless they are included in the Final WSP as an appendix.

Deliverables

1. Draft and Final Water Shortage Response and Emergency Preparedness Plans, in a PDF format.

Schedule

Milestones	Date
Draft Water Shortage Emergency Preparedness Response Plans	December 14, 2018
Final Water Shortage Response Emergency Preparedness Plans	End of December, 2018

Fee

Task	Task Description	Fee
1	Project Management	\$1,300
2	Water Shortage Response Plan Development	\$9,900
Total		\$11,200

First Draft CAB Operating Guidelines

November 14, 2018

Definition: Resolution 2012-28, created the Citizen Advisory Board (CAB). The Board of Commissioner's (BOC) Resolution 2018-015 was approved on October 16, 2018 which updates and clarifies the role of the CAB. That Resolution is the over-arching policy governing the CAB. These *CAB Operating Guidelines* supplement that Resolution and have been developed by the CAB in cooperation with District staff and the PUD Management Consultant. These Guidelines do not require BOC approval.

CAB Code of Conduct, Ethics and Values: The CAB expects of itself and its individual members ethical and business-like conduct. This commitment includes individual behavior acting in a respectful and courteous manner towards other CAB members, District staff, the BOC, and the public.

Conducting Monthly Meetings: *Robert's Rules of Order for Small Boards* (version 11 or latest version) are used to conduct the meetings. The CAB Officers and other CAB members will endeavor to become familiar with *Robert's Rules of Order* and will take training as required.

CAB Elections: The election of a CAB Chair and Vice Chair occurs annually at the December meeting. CAB Officers shall serve for one calendar year.

CAB Officers: The Chair or the Vice Chair preside over the meeting to ensure that the meeting is business-like and focused. The CAB Chair or Vice Chair monitors the timeline on each agenda item to maintain the meeting schedule. The CAB Officers keep a running-list of future agenda items.

CAB Review: At least annually, the CAB should conduct a "self-review" of what's working and what might require revision. This review can be done in a regular meeting or a workshop. During this review, the CAB reviews work accomplished to date, and what policy recommendations that CAB is working on either as a whole or in a subcommittee. The CAB Review is presented to the BOC as a brief written report.

CAB Meeting Start Time: Each year at the January CAB Meeting or when new members are seated, the CAB will determine a meeting start time for the year. The meeting time should, to the extent possible, accommodate working members of the public.

Meeting Agenda: The CAB meeting agenda is prepared in cooperation with the GM or his designee and the CAB Chair and/or Vice Chair. The meeting agenda will be developed for a 2 ½ hour CAB meeting duration. In advance of the agenda being prepared, CAB Members must contact the CAB Chair letting him/her know that they have an action or discussion item for the agenda and provide a time estimate. The same applies to Staff or the BOC requesting time on the agenda. The *Meeting Agenda Packet* is made available to CAB members and the public at

least two-business days before the meeting date. The meeting location, date, and start / end time are stated on the printed agenda and published on the PUD website.

Meeting Minutes: The CAB will record “Action Minutes” following the agenda. *Robert’s Rules of Order* offers a simple guideline - action minutes record what actions are taken, not the detail of what was said. Details of CAB meetings are available on the audio recordings. Approved and signed CAB Minutes are posted to the PUD website.

Meeting Recordings: Voice recordings of CAB meetings will be posted on the PUD website preferably within one week. The meeting minutes will be annotated with the start and end time for each agenda item to facilitate those wishing to listen to the recording.

Meeting Venue: The CAB meeting venue should easily accommodate the CAB members in a quasi-formal setting with the CAB members facing the audience. A semi-circle seating arrangement for the CAB members is preferred so CAB members can see each other. The meeting venue should accommodate members of the public who want to attend including ample parking. Until the new PUD facility is completed, the preferred venue is the Jefferson County Transit Building Meeting Room.

CAB Rules of Debate: Members who wish to speak must raise their hand and be recognized by the Chair. CAB members may speak only when acknowledged by the Chair. CAB members may speak a second time on a specific topic only after all members have had an opportunity to speak once.

Addressing Members of the Public: Members of the public /audience may wish to remain anonymous. CAB members should refrain from calling members of the public by name and should refer to a speaker as “A member of the public who said....” when referencing public comments.

Addressing CAB Members: CAB members may address each other by first name. Members of the public may also address CAB members by first name if the CAB person allows.

Meeting Format: The following defines the CAB meeting format:

Call to Order And Determine Quorum: The Chair or Vice Chair calls the meeting to order and determines whether a quorum is present.

Introductions: CAB Members should state their name and the Commissioner District they represent. CAB members grant their permission if they wish to be called by first name when being addressed by the public. Staff members state their names and their title / role.

Review / Approve the Agenda: The CAB will review the agenda, amends it as appropriate, then approves it by majority vote.

Public Comments: The Chair will announce the rules for public comment(s). Unless agreed by the full CAB, the timeframe for comments is limited to 15 minutes with any one person given

three minutes to speak **regarding items not on the agenda**. Persons wishing to speak should raise their hand and be recognized by the Chair. Speakers should state their name (especially important for the audio recording). The Chair will designate a timekeeper so that CAB members can devote their full attention to the person speaking. The person making the public comment speaks to the CAB Chair. After the comment is heard, the Chair may say “Thank you for your comment” or something similar.

Approval of Last Meeting Minutes: The prior Minutes are included in the *Meeting Agenda Packet* which is made available two-business days before the meeting so CAB members and the public have an opportunity to review beforehand. The Minutes of the previous meeting are approved by the CAB. (Note: if Action Minutes are adopted, it might be possible for them to be signed at the CAB meeting where they are approved.)

Staff Reports: If staff members present an update for the CAB, members may ask questions following the staff update.

GM Report: The GM or his designee presents the GM Report which may include CAB action items and/or verbal updates. CAB members may ask questions during / following the GM Report.

Agenda items: A CAB member presents on an agenda item. Agenda items are either discussion items or action items.

Discussion Items: A CAB member presents the item for discussion. After the presentation, the CAB discusses / deliberates followed by public comment(s). The presenter states the next steps for the discussion item.

Action Items: A CAB member presents the item for consideration. If there is a motion on the floor, public comment(s) are heard followed by CAB discussion / deliberation. The CAB then takes action on the motion.

(Note: *Roberts Rules of Order for Small Boards* allow for an informal discussion of a subject while no motion is pending)

CAB votes may be “fast tracked” for minor procedural matters. In this case, the Chair has the discretion to ask if there “are there any objections?” When passed in this process, the Meeting Minutes will reflect that the motion was passed without objection. If there are any objections, then *Roberts Rules of Order* will be followed.

Next Steps: The CAB Chair or their designee keeps track of and states future CAB topics.

Review PUD Calendar: The upcoming two months of the PUD calendar will be reviewed for BOC meeting dates, CAB meeting dates, and any scheduled workshops.

Signing of Previous Meeting Minutes:

Adjournment:

Subcommittee Study Topics: Subcommittees formed to study a topic are encouraged to establish a general timeline to complete their study. For complex topics the timeline may be revised as necessary to accomplish the task.

Subcommittee Meetings: May be held at an agreed upon location or may be conducted as a phone conference call.

Subcommittee Reports:

In an effort to increase public participation and awareness, subcommittees are encouraged to provide interim reports from time-to-time. These interim reports may be verbal or in written form. The goal of this process is to allow the public to comment throughout the timeframe of a topic being studied.

When a CAB report / recommendation is being presented to the Board for their consideration, the CAB Chair or the Subcommittee Chair or a designee should attend the BOC meeting to clarify and answer any questions the BOC may have.

Workshops: A topic being studied by the CAB or CAB training may require a workshop to be scheduled. Workshops are announced in advance and subject to the *Washington State Open Meetings Act* requirements.

Public Comment Guidelines:

Public comments help the CAB to be informed about views of the public. Public comment(s) can either be received via e-mail or verbal.

Email Comments: The CAB encourages questions and comments from the public via e-mail as they pertain to items both on and off the meeting agenda. Public comment(s) received via e-mail will be included in the *Meeting Agenda Packet*.

Verbal Comments: Public comments must be germane to the topic at hand and limited to three minutes per person. Those making public comment may not cede their unused time to others. No person may speak twice on a particular subject. Verbal public comment(s) are directed to the Chair. Those making public comment(s) will refrain from making personal remarks about CAB members and should not criticize past actions of the CAB. For the sake of time, the Chair may ask “who else in the audience agrees with what was just said”. That way, repetitive comments are limited. Members of the public are discouraged from side comments or being disruptive during the public comment period.

Parliamentary Procedures Workshop

CAB Recommendations

Several meeting changes were discussed at the recent Parliamentary Procedure Workshop. The following table presents the CAB recommendations for the CAB and for the BOC.

Proposed Procedure	CAB	BOC
Change board seating arrangement to become quasi-formal	Yes, arrange CAB table at front of room in a semi-circle so CAB members can see audience and other CAB members as well.	Yes, current procedure is to have BOC at front of room facing audience.
Arrange staff seating so facing all members and the public.	Yes. Helps with interaction and improves communication.	Yes, current practice
Include a presentation lectern	No, but members of the public who wish to speak should stand, speak to the CAB Chair, and be audible for the recording device.	No, but members of the public that who wish to speak come forward, speak to the BOC President and be audible for the recording device.
Change meeting minutes to Action Minutes	Yes, Minutes record what is done, not what is said. In the published minutes, the time each agenda topic was started and ended is noted. (Dependent on good-quality audio recording system)	Yes, Minutes record what is done, not what is said. In the published minutes, the time each agenda topic was started and ended is noted. (Dependent on good-quality audio recording system)
Continue audio recordings and indicate the time each agenda item is discussed in the minutes.	Yes, and post the recording to the District website in a timely fashion.	Yes, and post the recording to the District website in a timely fashion.
Continue to allow public comment period at beginning of meeting for items not on the agenda	Yes. Chair states a period of time and amount of time per speaker to hear public comments for items not on the agenda. The Chair will designate a timekeeper.	Yes. The BOC President states a period of time and amount of time per speaker to hear public comments for items not on the agenda. The BOC President will designate a timekeeper.
Allow public comment period after agenda topic is presented.	Yes. For "Action Items", public comment(s) are heard after a motion is made. The CAB discusses before any action is taken.	Yes, we support the current process of motion, second, Board discussion, public comment(s) (which

	For “Discussion Items”, public comment(s) are heard after the presentation and after the CAB discusses / deliberates.	is optional), and Board action.
Discontinue public comment after a motion on an agenda item	No. See above for public comment after an agenda item is presented.	No. See above for public comment after an agenda item is presented.
Allow public comment after a motion is made and seconded and before action taken	Yes. See above for public comment after an action item is presented.	Yes. See above for public comment after an agenda item is presented.
Establish a meeting end time on the agenda	Yes	Yes
Establish a target timeline on each agenda item to maintain the schedule	Yes, as a guide for the Chair who needs to monitor the meeting to maintain the agenda schedule. Agenda items are designated as either an “Action Item” or “Discussion Item”	No. But the BOC President needs to monitor the meeting so as to maintain the meeting schedule