

**Public Utility District No. 1 of Franklin County, Washington**  
**Regular Commission Meeting Agenda**

December 10, 2024 | Tuesday | 8:30 A.M.  
1411 W. Clark Street & via remote technology | Pasco, WA | [www.franklinpud.com](http://www.franklinpud.com)

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Meetings of the Board of Commissioners are also available to the public via remote technology. Members of the public may participate by dialing: (888) 475-4499 US Toll-free or 1 (253) 215-8782

Join Zoom Meeting

<https://franklinpud.zoom.us/j/88558233074?pwd=oyNPdRdbwJ68nCsRtjOpCpn9bDaq4.1>

Meeting ID: **885 5823 3074**      Passcode: **844177**

- 1) Pledge of Allegiance
- 2) Public Comment –  
*Individuals wishing to provide public comment during the meeting (in-person or remotely) will be recognized by the Commission President and be provided opportunity to speak. Written comments can be sent ahead of the meeting and must be received at least two days prior to the meeting to ensure proper distribution to the District's Board of Commissioners. Comments can be emailed to [clerkoftheboard@franklinpud.com](mailto:clerkoftheboard@franklinpud.com) or mailed to Attention: Clerk of the Board, PO BOX 2407, Pasco, WA, 99302.*
- 3) Oath of Office – **Commissioner-Elect, District 3, Pedro Torres Jr.**
- 4) Employee Minute – **Kirril Pilipaka, Electrical Engineer**
- 5) Commissioner Reports
- 6) Consent Agenda
- 7) Re-Opening the 2025 Budgets Public Hearing, Presenting the Final 2025 Operating and Capital Budgets, Closing the Public Hearing and Adopting a Resolution Approving the 2025 Operating and Capital Budgets. **Presenter: Katrina Fulton, Finance & Customer Service Director**
- 8) Authorizing the General Manager/CEO or his Designee to Approve Payments for Automated Mailing Services, Bill Inserts, On-line Payment Processing and Annual Software Maintenance for 2025 Payable to the National Information Solutions Cooperative. **Presenter: Katrina Fulton, Finance & Customer Service Director**

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2024 Board of Commissioners

*Stu Nelson, President ~ Roger Wright, Vice-President ~ Bill Gordon, Secretary*

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- 9) Adopting a Resolution Approving the Pre-Qualification of Electrical and Fiber Optic Contractors for Calendar Year 2025. **Presenter: Katrina Fulton, Finance & Customer Service Director**
  - 10) Approving a Use of Artificial Intelligence Technologies Policy. **Presenter: Katrina Fulton, Finance & Customer Service Director**
  - 11) Authorizing the General Manager/CEO or his Designee to Approve Continuing the Utilization of the Washington State Department of Enterprise Services Contract for 2025 Miscellaneous Fiber Dock Crew Projects. **Presenter: Steve Ferraro, Assistant General Manager**
  - 12) Authorizing the General Manager/CEO or his Designee to Execute a Contract No. 00318 for the Purchase of Nokia Care Services. **Presenter: Steve Ferraro, Assistant General Manager**
  - 13) Adopting a Resolution Authorizing the General Manager/CEO or his Designee to Execute a Revised Interlocal Agreement Establishing the Central Washington Public Utilities Unified Insurance Program Trust and Superseding Resolution 1321. **Presenter: Steve Ferraro, Assistant General Manager**
  - 14) Authorizing the General Manager/CEO or his Designee to Execute a Contract Extension with Boyd's Tree Service for Tree Trimming Services. **Presenter: Victor Fuentes, Engineering & Operations Senior Director**
  - 15) Adopting a Resolution Approving Revised Rules and Regulations for Electric Service and Superseding Resolution 1411. **Presenter: Victor Fuentes, Engineering & Operations Senior Director**
  - 16) Adopting a Resolution Revising the District's Organizational Statement and Superseding Resolution 1403. **Presenter: Rosario Viera, Public Information Officer**
  - 17) Adopting a Resolution Approving the 2025 Regular Commission Meeting Schedule and Appointing the 2025 Board of Commission Officers. **Presenter: Rosario Viera, Public Information Officer**
  - 18) Approving the 2025 Commission Workshops and Presentations Schedule. **Presenter: Rosario Viera, Public Information Officer**
  - 19) Discussing the 2025 Organization Representation List. **Presenter: Scott Rhees, General Manager/CEO**

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- 20) Adopting a Resolution Approving a Revised Salary Administration Plan for Regular Non-Bargaining Employees and Superseding Resolution 1404. **Presenter: Scott Rhees, General Manager/CEO**
  - 21) Presenting a Resolution Appointing an Interim General Manager / Chief Executive Officer of the District. **Presenter: Tyler Whitney, General Counsel**
  - 22) Management Reports:
    - a. General Manager/CEO – Scott Rhees
    - b. Assistant General Manager– Steve Ferraro
    - c. Other members of management
  - 23) Executive Session, *If Needed*
  - 24) Schedule for Next Commission Meetings
    - a. January 28, 2025 (Pending adoption of the Commission meeting schedule at the December 10, 2024 meeting)
  - 25) Close Meeting – Adjournment

## CONSENT AGENDA

Public Utility District No. 1 of Franklin County, Washington  
Regular Commission Meeting

1411 W. Clark Street, Pasco, WA  
December 10, 2024 | Tuesday | 8:30 A.M.

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- 1) To approve the minutes of the November 12, 2024 Regular Commission Meeting.
- 2) To approve payment of expenditures for November 2024 amounting to \$8,237,331.74 as audited and certified by the auditing officer as required by RCW 42.24.080, and as reviewed/certified by the General Manager/CEO as required by RCW 54.16.100, and expense reimbursement claims certified as required by RCW 42.24.090 and as listed in the attached registers and made available to the Commission for inspection prior to this action as follows:

<b>Expenditure Type:</b>	<b>Amounts:</b>
Direct Deposit Payroll – Umpqua Bank	\$ 584,658.61
Wire Transfers	5,466,749.35
Automated and Refund Vouchers (Checks)	747,369.99
Direct Deposits (EFTs)	1,442,121.32
Voids	(3,567.53)
<b>Total:</b>	<b>\$ 8,237,331.74</b>

- 3) To approve the Write Offs in substantially the amount listed on the December 2024 Write Off Report totaling \$5,266.22.



**THE BOARD OF COMMISSIONERS  
OF  
PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY, WASHINGTON**

MINUTES OF THE NOVEMBER 12, 2024  
REGULAR COMMISSION MEETING

The Board of Commissioners of Public Utility District No. 1 of Franklin County, Washington held a regular meeting at 1411 W. Clark St., Pasco, WA, on November 12, 2024, at 8:30 a.m. Remote technology options were provided for the public to participate.

Those who participated from the District via remote technology or in person for all or part of the meeting were Commissioner Stu Nelson, President; Commissioner Roger Wright, Vice President; Commissioner Bill Gordon, Secretary; Scott Rhees, General Manager/CEO; Steve Ferraro, Assistant General Manager; Victor Fuentes, Engineering and Operations Senior Director; Katrina Fulton, Finance and Customer Service Director; Rosario Viera, Public Information Officer and Tyler Whitney, General Counsel.

Additional staff that participated in person or via remote technology for all or part of the meeting was Rob Richmond, Field Engineer II; Terry Cruz, Senior IT Systems Administrator, and Lisa Scott, Records Coordinator/Board Clerk.

Public participating in person or via remote technology for all or part of the meeting was Mr. Pedro Torres, District customer and Commissioner-elect District 3; and Clark Mather, Executive Director, Northwest RiverPartners.

**OPENING**

Commissioner Nelson called the meeting to order at 8:30 a.m. and asked Mr. Richmond to lead the Pledge of Allegiance.

**PUBLIC COMMENT**

Commissioner Nelson called for public comment and there was none.

**EMPLOYEE MINUTE**

Commissioner Nelson welcomed Mr. Richmond and asked general questions about his current position, tasks his position entails, favorite parts of his job, his professional growth at the District and what safety improvements or changes he has seen over the course of his employment.

Mr. Richmond reported on the duties he performs as a Field Engineer II and he noted his favorite part of the job was assisting customers with the build of their homes. He reported that through the course of his employment he has learned a lot about pole attachments and currently is tasked

with processing the pole attachment requests. He noted that a safety improvement he would like to see is the addition of Automated External Defibrillators on all District vehicles as well as a video documenting the tabletop safety demonstration to share with local schools.

Commissioner Wright asked what changes Mr. Richmond has seen over the course of his employment and Mr. Richmond reported that COVID changed things, such as the ability to work remotely and noted that he has also seen an increased emphasis on safety.

#### **NORTHWEST RIVERPARTNERS UPDATE**

Commissioner Nelson welcomed Mr. Mather.

Mr. Mather thanked the Commission for the opportunity to provide the Northwest RiverPartners (NWRP) update and shared a bit of his background and experience in the industry. He expressed his appreciation to Commissioner Nelson and thanked him for his years of service to the electric industry.

Through a presentation Mr. Mather reviewed the mission of NWRP, the importance of hydropower, the role it plays in the electric system and the many challenges surrounding hydropower. Mr. Mather reviewed the concerns with the federal commitments in the 12/14 Agreement. He reported on the increased salmon and steelhead return documented in various dams and noted that it is important to remain engaged and provide education to customers on the value of the clean, and affordable energy provided by the dams. He noted that NWRP continues to work on educating energy consumers on the many benefits of hydropower and providing science-based information. He reported on the current campaign NWRP is working on.

Commissioner Wright noted that the benefit of barging is not shared enough, and that more education should be provided on the matter. He reported that engaging with the younger population and providing them with accurate information was critical.

There was general discussion on hydropower, the costs of the federal commitments in the 12/14 Agreement and the importance of providing factual information to customers. The Commission thanked Mr. Mather for the information he provided and discussion.

#### **COMMISSIONER REPORTS**

Commissioner Gordon reported that:

- He attended the PPC and NWRP annual meetings in Portland. He noted that a presentation provided at the NWRP annual meeting had great information regarding the improvement in fish populations.

Commissioner Wright reported that:

- He also attended the PPC, NWRP and PNUCC annual meetings. He noted that PNUCC had a presentation on artificial intelligence (AI) and shared that he had a recent experience with AI in which some personal information was used. He noted that the information was pretty accurate, and he found the situation to be both amazing and scary. He noted his concerns with the use of AI. There was discussion on the use of AI and other situations where it had been used to scam people.

Commissioner Nelson reported that:

- He also attended the PPC and NWRP annual meetings.

### CONSENT AGENDA

The Commission reviewed the Consent Agenda. Commissioner Wright reported that the warrant registers included payments for solar incentives and requested staff provide more information on the solar incentives at a later date. Other questions on other items listed on the warrant register were discussed. Commissioner Wright moved and Commissioner Gordon seconded to approve the Consent Agenda as follows. The motion passed unanimously.

- 1) To approve the minutes of the October 22, 2024 Regular Commission Meeting.
- 2) To approve payment of expenditures for October 2024 amounting to \$13,672,683.21 as audited and certified by the auditing officer as required by RCW 42.24.080, and as reviewed/certified by the General Manager/CEO as required by RCW 54.16.100, and expense reimbursement claims certified as required by RCW 42.24.090 and as listed in the attached registers and made available to the Commission for inspection prior to this action as follows:

Expenditure Type:	Amounts:
Direct Deposit Payroll – Umpqua Bank	\$ 769,753.62
Wire Transfers	9,288,180.89
Automated and Refund Vouchers (Checks)	1,522,503.40
Direct Deposits (EFTs)	2,109,875.84
Voids	(17,630.54)
<b>Total:</b>	<b>\$ 13,672,683.21</b>

- 3) To approve the Write Offs in substantially the amount listed on the October 2024 Write Off Report totaling \$6,343.21.
- 4) To declare final acceptance of the work completed as inspected by the District; to authorize release of available retainage; and to approve final payment in the amount of \$291.76 for work completed by Apollo Sheet Metal Inc. under Contract 10162, HVAC Maintenance DES Contract #02919.

- 5) To declare final acceptance of the work completed as inspected by the District; to authorize release of available retainage; and to approve final payment in the amount of \$83,676.04 for work completed by Power City Electric Inc. under Contract 10208, Railroad Ave. Substation Labor.

Ms. Viera reported that staff would like to bring a resolution relating to the employment of Mr. Rhees and requested the Commission amend the meeting agenda to include the presentation of Resolution 1416. Commissioner Gordon moved and Commissioner Wright seconded to amend the meeting agenda to include the presentation of Resolution 1416, Relating to the Employment of Scott. R. Rhees. The motion passed unanimously.

**AGENDA ITEM 7, REOPENING THE 2025 BUDGETS PUBLIC HEARING, PRESENTING THE PRELIMINARY 2025 OPERATING AND CAPITAL BUDGETS, AND RECESSING THE PUBLIC HEARING.**

Commissioner Nelson reopened the public hearing for the 2025 Operating and Capital Budgets and called for public comment and none was provided. He called on Ms. Fulton for presentation of the agenda item.

Ms. Fulton presented the 2025 Operating Budget Crosswalk and 2025 Capital Budget by Project Crosswalk (Attachments A and B of the Agenda Item). She noted that there were no changes in the preliminary 2025 Operating and Capital Budgets since the October meeting. Staff reviewed their recommendation.

Commissioner Wright moved and Commissioner Gordon seconded to recess the 2025 Operating and Capital Budgets public hearing to the December 10, 2024, Commission meeting. The motion passed unanimously.

**AGENDA ITEM 8, DISCUSSING THE 2025 REGULAR MEETING SCHEDULE.**

Ms. Viera introduced the agenda item and reviewed the information as reported on the Agenda Item Summary included in the meeting packet. She noted that at the end of each year, the Board of Commissioners approves the regular monthly meeting schedule for the following calendar year (RCW 42.30.070) in accordance with the District's adopted Organizational Statement.

She noted that two conflicts have been identified as follows:

- 1) for the fourth Tuesday of February 2025 with the American Public Power Association Legislative Rally that will be held February 24 through February 26, 2025 and
- 2) for the second Tuesday of November 2025, the Veteran's Day holiday falls on November 11 which is the second Tuesday of November. RCW 42.30.070, states *"If at any time any regular meeting falls on a holiday, such regular meeting shall be held on the next business day."*

She noted that staff was seeking feedback on the November meeting date and reviewed the options available. After discussion of options available, the Commission concurred on meeting Wednesday, November 12 and directed staff to bring back the 2025 regular meeting schedule for final review and approval to the December meeting.

Ms. Viera noted that staff would also like to make minor modifications to the District's Organizational Statement to allow more flexibility in the Commission meeting schedules in the future. She noted no action was being requested and this was for discussion purposes only.

**AGENDA 9, AUTHORIZING THE GENERAL MANAGER/CEO OR HIS DESIGNEE TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE DISTRICT AND THE FRANKLIN CONSERVATION DISTRICT FOR SALMON POWER EDUCATION PROGRAM SERVICES.**

Ms. Viera introduced the agenda item and reviewed the information as reported on the Agenda Item Summary included in the meeting packet. She reported that the District would like to enter into an Interlocal Cooperative Agreement with Franklin Conservation District for Salmon Power Education Program services for local area elementary school students.

She noted that the amount is within staff's approval limit however, RCW 39.34 requires the Interlocal Cooperative Agreement to be authorized by the Commission. She reported that the program educates, 4<sup>th</sup> and 5<sup>th</sup> graders from schools within the District's service territory, on the general principals of hydropower generation, and the safe pathways for salmon around the hydro dams. The Commission agreed that it was beneficial for the District to participate in the program. Ms. Viera noted that staff will include a crosswalk item in the 2025 Operating budget to facilitate the participation in the following school year. Staff reviewed their recommendation.

Commissioner Wright moved and Commissioner Gordon seconded to authorize the General Manager/CEO or his designee to execute an Interlocal Agreement between the District and the Franklin Conservation District for Salmon Power Education Program Services. The motion passed unanimously.

Mr. Torres asked if there was collaboration with other utilities on matters that were of mutual benefit. Ms. Viera reported that the District collaborates with other utilities on various matters and noted that staff has strong relationships with the neighboring utilities.

**GENERAL MANAGER/CEO REPORT**

Mr. Rhees reported that:

- Staff continues to review the BPA products being offered and he provided a brief update. He noted each product being offered brings its own set of risks to the District and noted that the District's continued load growth will impact the decision of what product to move forward with.

Commissioner Wright requested staff bring more information on the product offerings from BPA and how they will impact the District. Staff requested that the Commission allow staff to provide the information at the January 2025 Commission meeting and noted that the product decision will have to be made by May 2025.

Mr. Rhees continued his report:

- Mr. Ferraro, Human Resources staff and he are reviewing the current Salary Administration Plan (SAP) for Regular Non-Bargaining Employees and are comparing the salary grades to the recent salary survey study. He noted that staff will bring the updated SAP to the December meeting for Commission review and consideration of adoption.
- Staff continues to work with the Port of Pasco and meet quarterly. He noted that the meetings have been very beneficial and that the Port of Pasco staff are very appreciative of the District's willingness to have discussions to find solutions on the economic development opportunities.

#### **ENGINEERING & OPERATIONS SENIOR DIRECTOR**

Mr. Fuentes reported that:

- He will be bringing various items for Commission review and consideration of approval next month. He noted that staff has reviewed the current Engineering Fee Schedule and will bring a proposed updated Engineering Fee Schedule.
- The Railroad Avenue Substation has not been energized and he reported that there is maintenance being done on BPA infrastructure. He noted that once the maintenance by BPA is complete the substation will be energized.
- Darigold continues to progress, and he provided a brief update.

#### **GENERAL COUNSEL REPORT**

Mr. Whitney requested a 30-minute executive session, with the possibility to extend, for the purpose of discussing with legal counsel current or potential litigation, to review the performance of a public employee, discuss the qualifications of an applicant for public employment and consideration of the minimum offering price for sale or lease of real estate as allowed per RCW 42.30.110(1)(c), (i) and (g).

At 9:46 a.m., Commissioner Nelson called for a four-minute break and noted it would be followed immediately by an executive session that would end at 10:30 a.m. He noted that the purpose of the executive session was for the purpose of discussing with legal counsel current or potential litigation, to review the performance of a public employee, discuss the qualifications of an applicant for public employment and consideration of the minimum offering price for sale or lease of real estate as allowed per RCW 42.30.110(1)(c), (i) and (g).

At 10:30 a.m., Commissioner Nelson called for an additional 10 minutes and noted the executive session would end at 10:40 a.m.

At 10:40 a.m., Commissioner Nelson ended the executive session and reconvened the regular meeting.

**PRESENTING RESOLUTION 1416, RELATING TO THE EMPLOYMENT OF SCOTT R. RHEES**

Mr. Tyler introduced Resolution 1416, Relating to the Employment of Scott R. Rhees, and reported that Mr. Rhees has stated his intentions to retire and provided notice to end his employment with the District effective January 31, 2025. He reported that the Commission has expressed that there is value in retaining Mr. Rhees to provide support in other capacities and he reviewed the specific recitals within Resolution 1416. Staff recommended the Commission adopt Resolution 1416 as presented.

The Commission reviewed Resolution 1416.

Commissioner Wright moved and Commissioner Gordon seconded to adopt Resolution 1416 as presented. The motion passed unanimously.

The Commission discussed the process on how to move forward with filling the General Manager/CEO position and noted that an interim General Manager/CEO will need to be appointed. Commissioner Wright noted that additional discussion was needed and asked staff to bring this matter for further discussion to the December 10 Commission meeting.

Commissioner Wright thanked Mr. Rhees for his years of service to the District. He noted that Mr. Rhees' leadership has been of great benefit to the District and its customers, both organizationally and financially. He commended Mr. Rhees for his hard work, specifically towards securing the Powerex contract and the final disposition of the Pasco CT site. He noted that all his actions were greatly appreciated. Commissioners Gordon and Nelson expressed they shared the same sentiment.

Mr. Rhees noted he was incredibly blessed to be surrounded by a Commission and leadership team that was highly supportive of him. He credited his success to the support of the Commission and leadership staff. He thanked the Commission for the opportunity that was provided to him.

The Commission requested that Mr. Rhees provide notice to District staff.

Mr. Torres asked how long the process normally takes to fill a vacancy for this position. Commissioner Wright reported that it was unknown how long it would take, however it was anticipated to be a several months process.

Mr. Whitney provided general information to Mr. Torres on the proper process for communications between Commissioners. There was discussion on the process for Mr. Torres to take his oath of office as the successful candidate of the Commissioner District 3 election.

**CLOSING OF MEETING – ADJOURNMENT**

With no further business to come before the Commission, Commissioner Nelson adjourned the regular meeting at 10:49 a.m. The next regular meeting will be December 10, 2024, and begin at 8:30 a.m. The meeting will be at the District's Auditorium located at 1411 W. Clark Street, Pasco, WA. Remote technology options will be provided for members of the public to participate.

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Stuart Nelson, President

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Roger Wright, Vice President

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William Gordon, Secretary



## Accounts Payable

## Check Register - Wires

11/01/2024 To 11/30/2024

Bank Account: 3 - FPUD REVENUE ACCOUNT

#	Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
1	2711	11/14/2024	WIRE	112689	BONNEVILLE POWER ADMINISTRATION	EIM SERVICES BILL	31,377.63
2	2715	11/14/2024	WIRE	112714	MACQUARIE ENERGY NORTH AMERICA TRADING	POWER SWAP	62,306.40
3	2716	11/14/2024	WIRE	112902	EDF TRADING NORTH AMERICA	POWER SWAP	60,559.92
4	2717	11/14/2024	WIRE	112793	CITIGROUP ENERGY INC	POWER SWAP	98,876.35
5	2725	11/14/2024	WIRE	112707	THE ENERGY AUTHORITY	TEA SCHEDULING & CONSULTING	118,780.54
6	2727	11/14/2024	WIRE	100285	WA STATE SUPPORT REGISTRY	SUPPORT PAYMENT	337.00
7	2728	11/14/2024	WIRE	113257	EFTPS - PAYROLL TAXES	FEDERAL INCOME TAX	102,859.76
8	2729	11/14/2024	WIRE	114437	OREGON DEPARTMENT OF REVENUE	OREGON WORKERS BENEFIT FUND ASSESS - ER	939.31
9	2730	11/18/2024	WIRE	100464	WA STATE DEPT OF RETIREMENT SYSTEMS	PERS PLAN 3 WSIB A	58,203.72
10	2714	11/19/2024	WIRE	112715	POWEREX CORP	POWER SUPPLY CONTRACT	888,048.02
11	2735	11/21/2024	WIRE	109978	WA STATE DEPT OF REVENUE	OCTOBER 2024 EXCISE TAX	29,638.40
12	2724	11/26/2024	WIRE	112689	BONNEVILLE POWER ADMINISTRATION	POWER BILL	3,209,267.00
13	2723	11/27/2024	WIRE	112709	LL&P WIND ENERGY INC	WHITE CREEK WIND	178,264.65
14	2732	11/27/2024	WIRE	112689	BONNEVILLE POWER ADMINISTRATION	TRANSMISSION BILL	511,433.00
15	2742	11/27/2024	WIRE	100285	WA STATE SUPPORT REGISTRY	SUPPORT PAYMENT	337.00
16	2743	11/27/2024	WIRE	113257	EFTPS - PAYROLL TAXES	FEDERAL INCOME TAX	114,577.45
17	2744	11/27/2024	WIRE	114437	OREGON DEPARTMENT OF REVENUE	OREGON WORKERS BENEFIT FUND ASSESS - ER	943.20
Total for Bank Account - 3 :							5,466,749.35
Grand Total :							5,466,749.35

## Accounts Payable

## Checks and Customer Refunds

11/01/2024 To 11/30/2024

Bank Account: 1 - ZBA - WARRANT ACCOUNT

#	Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
1	47889	11/07/2024	CHK	100028	ABADAN	PRINTER MAINTENANCE	367.39
2	47890	11/07/2024	CHK	104565	BIG BEND ELECTRIC COOPERATIVE INC	UTILITY SERVICES	122.97
3	47891	11/07/2024	CHK	114254	BORDER STATES INDUSTRIES INC	WAREHOUSE MATERIALS & SUPPLIES	14,286.77
4	47892	11/07/2024	CHK	114515	BOWMAN CONSULTING GROUP LTD	PROFESSIONAL SERVICES	2,885.00
5	47893	11/07/2024	CHK	100354	CITY OF CONNELL	PROFESSIONAL SERVICES	400.00
6	47894	11/07/2024	CHK	100354	CITY OF CONNELL	UTILITY SERVICES	84.41
7	47895	11/07/2024	CHK	110790	CITY OF PASCO	ENERGY SERVICES	5,668.00
8	47896	11/07/2024	CHK	113363	COLEMAN OIL COMPANY	GAS & OTHER FUELS	11,202.08
9	47897	11/07/2024	CHK	113583	COLUMBIA RIGGING CORP	OPERATING SUPPLIES	65.99
10	47898	11/07/2024	CHK	110413	COMPUNET INC	SOFTWARE MAINTENANCE	3,848.79
11	47899	11/07/2024	CHK	100346	CONNELL OIL INC	FUEL & OTHER GASES	557.08
12	47900	11/07/2024	CHK	113369	CORWIN OF PASCO LLC	AUTO PARTS	760.42
13	47901	11/07/2024	CHK	105723	LEADERSHIP TRI-CITIES	ADVERTISING	1,000.00
14	47902	11/07/2024	CHK	113874	SOLAR INCENTIVE CREDIT	SOLAR INCENTIVE CREDIT	2,263.04
15	47903	11/07/2024	CHK	102722	LES SCHWAB TIRE CENTERS OF WA INC	VEHICLE REPAIRS	125.22
16	47904	11/07/2024	CHK	114080	LOOMIS ARMORED US LLC	ARMORED CAR SERVICE	786.21
17	47905	11/07/2024	CHK	100006	LOURDES OCCUPATIONAL HEALTH CENTER	MEDICAL SERVICES	858.00
18	47906	11/07/2024	CHK	114018	MIGHTY JOHNS PORTABLE TOILETS & SEPTIC	PORTABLE TOILET RENTAL	238.00
19	47907	11/07/2024	CHK	114307	MILSOFT UTILITY SOLUTIONS INC	SOFTWARE MAINTENANCE	882.09
20	47908	11/07/2024	CHK	100394	OXARC INC	OPERATING SUPPLIES	225.26
21	47909	11/07/2024	CHK	100411	RANCH & HOME INC	BUILDING MAINTENANCE & SUPPLIES	97.04
22	47910	11/07/2024	CHK	100505	SIERRA ELECTRIC INC	PROJECT WORK	3,049.20
23	47911	11/07/2024	CHK	114029	SOLAR INCENTIVE CREDIT	SOLAR INCENTIVE CREDIT	2,317.32
24	47912	11/07/2024	CHK	100826	SMITH INSULATION INC	ENERGY SERVICES	6,030.00
25	47913	11/07/2024	CHK	114071	STUART C IRBY CO.	WAREHOUSE MATERIALS & SUPPLIES	2,855.36
26	47914	11/07/2024	CHK	112127	US BANK - P CARDS & TRAVEL	PURCHASE CARD & TRAVEL CARD	8,196.52
27	47915	11/07/2024	CHK	111892	UTICOM SYSTEMS INC	LOGO SIGNS	1,209.80
28	47916	11/07/2024	CHK	109927	VESTIS SERVICES LLC	MATS AND COVERALLS	166.43
29	47917	11/07/2024	CHK	100290	WA PUBLIC UTILITY DISTRICT ASSOC	DUES & MEMBERSHIP	9,507.00
30	47918	11/07/2024	CHK	111202	WESTERN RENEWABLE ENERGY WREGIS	TRANSFER FEES	137.10
31	47919	11/07/2024	CHK	114162	ZAYO GROUP HOLDINGS INC	BROADBAND SERVICES	5,444.54
32	47920	11/07/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	210.00
33	47921	11/07/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	247.44
34	47922	11/07/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	70.35
35	47923	11/07/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	100.69
36	47924	11/07/2024	CHK	90003	CUSTOMER REFUND	CUSTOMER REFUND	200.00
37	47925	11/07/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	116.24
38	47926	11/07/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	16.42
39	47927	11/14/2024	CHK	114357	ALASKA RUBBER GROUP INC	GROUNDS MAINTENANCE & SUPPLIES	87.29
40	47928	11/14/2024	CHK	113437	ARCHIBALD & COMPANY ARCHITECTS P.S.	PROFESSIONAL SERVICES	461.25
41	47929	11/14/2024	CHK	100179	BENTON FRANKLIN CAC	HELPING HANDS	810.16

## Accounts Payable

## Checks and Customer Refunds

11/01/2024 To 11/30/2024

Bank Account: 1 - ZBA - WARRANT ACCOUNT

#	Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
42	47930	11/14/2024	CHK	114515	BOWMAN CONSULTING GROUP LTD	PROFESSIONAL SERVICES	2,407.50
43	47931	11/14/2024	CHK	113216	BOYD'S TREE SERVICE	TREE TRIMMING	1,119.48
44	47932	11/14/2024	CHK	114378	CABLE HUSTON LLP	PROFESSIONAL SERVICES	5,278.00
45	47933	11/14/2024	CHK	100591	CASCADE FIRE PROTECTION CORP	PROFESSIONAL SERVICES	750.00
46	47934	11/14/2024	CHK	112936	CENTURY LINK	PHONE SERVICES	360.35
47	47935	11/14/2024	CHK	100360	CITY OF PASCO	UTILITY SERVICES	24.27
48	47936	11/14/2024	CHK	112961	CITY OF RICHLAND	FIBER LEASE	733.73
49	47937	11/14/2024	CHK	110413	COMPUNET INC	SOFTWARE ANNUAL SUBSCRIPTION	1,536.27
50	47938	11/14/2024	CHK	113369	CORWIN OF PASCO LLC	AUTO PARTS	318.55
51	47939	11/14/2024	CHK	114077	EMPIRE INNOVATION GROUP LLC	FLEX PLAN	987.50
52	47940	11/14/2024	CHK	100206	FRANKLIN COUNTY GRAPHIC	ADVERTISING	102.30
53	47941	11/14/2024	CHK	103521	GRAYBAR ELECTRIC INC	OPERATING SUPPLIES	171.80
54	47942	11/14/2024	CHK	114007	GRIGG ENTERPRISES INC	BUILDING MAINTENANCE & SUPPLIES	634.62
55	47943	11/14/2024	CHK	113339	NORTH COAST ELECTRIC COMPANY	WAREHOUSE MATERIALS & SUPPLIES	851.43
56	47944	11/14/2024	CHK	100452	ORKIN EXTERMINATING INC	PEST CONTROL	2,352.84
57	47945	11/14/2024	CHK	113980	SANCHEZ BROS CONSTRUCTION LLC	ENERGY SERVICES	9,490.77
58	47946	11/14/2024	CHK	100483	SIEFKEN & SONS CONSTRUCTION INC	PROJECT WORK	28,039.08
59	47947	11/14/2024	CHK	114431	STATE ACCIDENT INSURANCE FUND CORP	INSURANCE PREMIUM	254.06
60	47948	11/14/2024	CHK	114481	TRUCKPRO HOLDING CORPORATION	OPERATING SUPPLIES	39.18
61	47949	11/14/2024	CHK	114155	VACCINATION SERVICES OF AMERICA INC	BIOMETRIC SCREENINGS	5,200.00
62	47950	11/14/2024	CHK	109927	VESTIS SERVICES LLC	MATS AND COVERALLS	166.43
63	47951	11/14/2024	CHK	114232	WASHINGTON CHAIN AND SUPPLY	OPERATING TOOLS	1,191.26
64	47952	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	213.26
65	47953	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	148.26
66	47954	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	200.00
67	47955	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	187.22
68	47956	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	25.11
69	47957	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	42.31
70	47958	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	162.00
71	47959	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	323.77
72	47960	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	565.24
73	47961	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	76.32
74	47962	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	10.64
75	47963	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	146.43
76	47964	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	170.93
77	47965	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	84.76
78	47966	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	270.94
79	47967	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	33.77
80	47968	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	481.53
81	47969	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	127.85
82	47970	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	126.13

## Accounts Payable

## Checks and Customer Refunds

11/01/2024 To 11/30/2024

Bank Account: 1 - ZBA - WARRANT ACCOUNT

#	Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
83	47971	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	158.92
84	47972	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	231.26
85	47973	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	60.69
86	47974	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	202.37
87	47975	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	450.00
88	47976	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	22.19
89	47977	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	157.74
90	47978	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	200.00
91	47979	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	118.08
92	47980	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	119.25
93	47981	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	13.16
94	47982	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	80.39
95	47983	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	172.28
96	47984	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	126.00
97	47985	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	130.84
98	47986	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	175.93
99	47987	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	327.00
100	47988	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	69.14
101	47989	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	89.53
102	47990	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	305.77
103	47991	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	55.61
104	47992	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	120.96
105	47993	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	39.33
106	47994	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	169.73
107	47995	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	182.34
108	47996	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	110.71
109	47997	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	89.95
110	47998	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	151.95
111	47999	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	108.86
112	48000	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	100.41
113	48001	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	155.84
114	48002	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	25.51
115	48003	11/14/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	226.24
116	48004	11/21/2024	CHK	114449	360 AUTOMOTIVE & REPAIR	OPERATING SUPPLIES	993.93
117	48005	11/21/2024	CHK	100129	APOLLO SHEET METAL INC	HVAC MAINTENANCE	291.76
118	48006	11/21/2024	CHK	112734	ARNETT INDUSTRIES LLC	TOOL TESTING	254.61
119	48007	11/21/2024	CHK	114378	CABLE HUSTON LLP	PROFESSIONAL SERVICES	871.50
120	48008	11/21/2024	CHK	100591	CASCADE FIRE PROTECTION CORP	PROFESSIONAL SERVICES	760.00
121	48009	11/21/2024	CHK	112936	CENTURY LINK	PHONE SERVICE	260.77
122	48010	11/21/2024	CHK	110790	CITY OF PASCO-CONSERVATION	ENERGY SERVICES	4,860.00
123	48011	11/21/2024	CHK	100362	CITY OF PASCO	OCCUPATION/UTILITY	452,153.92

## Accounts Payable

## Checks and Customer Refunds

11/01/2024 To 11/30/2024

Bank Account: 1 - ZBA - WARRANT ACCOUNT

#	Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
124	48012	11/21/2024	CHK	100360	CITY OF PASCO	UTILITY SERVICES	1,281.91
125	48013	11/21/2024	CHK	112903	CITY OF RICHLAND	UTILITY SERVICES	29.14
126	48014	11/21/2024	CHK	113784	COFFMAN ENGINEERS INC	PROFESSIONAL SERVICES	920.00
127	48015	11/21/2024	CHK	113583	COLUMBIA RIGGING CORP	OPERATING SUPPLIES	79.06
128	48016	11/21/2024	CHK	110413	COMPUNET INC	SOFTWARE MAINTENANCE	391.06
129	48017	11/21/2024	CHK	113369	CORWIN OF PASCO LLC	AUTO PARTS	481.28
130	48018	11/21/2024	CHK	100138	ELECTRICAL CONSULTANTS INC	PROFESSIONAL SERVICES	47,342.77
131	48019	11/21/2024	CHK	114512	ESF DEVELOPMENT LLC	SIDEWALK REPAIRS	7,805.19
132	48020	11/21/2024	CHK	109093	FIVE D FARMS	ENERGY SERVICES	2,180.00
133	48021	11/21/2024	CHK	114007	GRIGG ENTERPRISES INC	BUILDING MAINTENANCE & SUPPLIES	170.76
134	48022	11/21/2024	CHK	114334	HOWARD INDUSTRIES INC	WAREHOUSE MATERIALS & SUPPLIES	26,477.95
135	48023	11/21/2024	CHK	113706	INTERMOUNTAIN CLEANING SERVICE INC	JANITORIAL SERVICES	4,251.25
136	48024	11/21/2024	CHK	112980	IRRIGATION SPECIALISTS INC	GROUPS MAINTENANCE & SUPPLIES	1,090.39
137	48025	11/21/2024	CHK	114530	JM FARMS OF KENNEWICK LLC	ENERGY SERVICES	1,215.00
138	48026	11/21/2024	CHK	114186	ONEBRIDGE BENEFITS INC	FLEX PLAN FEE	300.00
139	48027	11/21/2024	CHK	112814	OVERHEAD DOOR COMPANY OF TRI CITIES	BUILDING MAINTENANCE & REPAIRS	1,532.78
140	48028	11/21/2024	CHK	100394	OXARC INC	NITROGEN & OTHER GASES	106.50
141	48029	11/21/2024	CHK	104915	PEND OREILLE PUD	CWPU EXPENSE	1,099.70
142	48030	11/21/2024	CHK	114205	PERFORMANCE SYSTEMS INTEGRATION LLC	PROFESSIONAL SAFETY SERVICES	1,003.13
143	48031	11/21/2024	CHK	114447	PLUTO ACQUISITION OPCO LLC	NEW HIRE BACKGROUND CHECK	212.44
144	48032	11/21/2024	CHK	113215	PORT OF PASCO	ENERGY SERVICES	1,578.00
145	48033	11/21/2024	CHK	100411	RANCH & HOME INC	OPERATING TOOLS	162.26
146	48034	11/21/2024	CHK	114108	VERIZON CONNECT FLEET USA LLC	FLEET MANAGEMENT SERVICES	1,273.09
147	48035	11/21/2024	CHK	109927	VESTIS SERVICES LLC	MATS AND COVERALLS	166.43
148	48036	11/21/2024	CHK	113626	WATER STREET PUBLIC AFFAIRS LLC	CONSULTING SERVICES	3,500.00
149	48037	11/21/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	142.59
150	48038	11/21/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	156.60
151	48039	11/21/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	67.75
152	48040	11/21/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	129.21
153	48041	11/21/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	162.95
154	48042	11/21/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	77.19
155	48043	11/21/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	46.01
156	48044	11/21/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	47.42
157	48045	11/21/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	18.40
158	48046	11/21/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	10.18
159	48047	11/21/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	105.64
160	48048	11/21/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	137.16
161	48049	11/21/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	19.78
162	48050	11/21/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	143.69
163	48051	11/21/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	75.22
164	48052	11/21/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	98.42

## Accounts Payable

## Checks and Customer Refunds

11/01/2024 To 11/30/2024

Bank Account: 1 - ZBA - WARRANT ACCOUNT

#	Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
165	48053	11/21/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	185.45
166	48054	11/21/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	323.80
167	48055	11/21/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	123.17
168	48056	11/21/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	136.57
169	48057	11/21/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	266.82
170	48058	11/21/2024	CHK	90002	CUSTOMER REFUND	CUSTOMER REFUND	27.90
171	48059	11/26/2024	CHK	100028	ABADAN	PRINTER MAINTENANCE	353.89
172	48060	11/26/2024	CHK	100087	ALTEC INDUSTRIES INC	OPERATING SUPPLIES	732.94
173	48061	11/26/2024	CHK	114263	AMERICAN WEST INDUSTRIES	VEHICLE EQUIPMENT & REPAIRS	1,111.87
174	48062	11/26/2024	CHK	114254	BORDER STATES INDUSTRIES INC	WAREHOUSE MATERIALS & SUPPLIES	1,650.52
175	48063	11/26/2024	CHK	100360	CITY OF PASCO-UTILITY	UTILITY SERVICES	357.50
176	48064	11/26/2024	CHK	105071	DIRECT AUTOMOTIVE	OPERATING SUPPLIES	189.03
177	48065	11/26/2024	CHK	114077	EMPIRE INNOVATION GROUP LLC	FLEX PLAN	987.50
178	48066	11/26/2024	CHK	114031	HOME DEPOT USA	PAPER PRODUCTS	2,263.59
179	48067	11/26/2024	CHK	113721	KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY	GROUPS MAINTENANCE & SUPPLIES	410.46
180	48068	11/26/2024	CHK	114018	MIGHTY JOHNS PORTABLE TOILETS & SEPTIC	PORTABLE RESTROOM RENTAL	238.00
181	48069	11/26/2024	CHK	100394	OXARC INC	OPERATING SUPPLIES	58.12
182	48070	11/26/2024	CHK	100411	RANCH & HOME INC	OPERATING SUPPLIES	198.44
183	48071	11/26/2024	CHK	101288	RAY'S TWILIGHT SEPTIC TANK CO INC	BUILDING MAINTENANCE & REPAIRS	1,159.79
184	48072	11/26/2024	CHK	114526	ROUNDY AG LLC	ENERGY SERVICES	1,680.00
185	48073	11/26/2024	CHK	100826	SMITH INSULATION INC	ENERGY SERVICES	9,405.00
186	48074	11/26/2024	CHK	114277	THE PRINT GUYS INC	OFFICE FORMS	592.63
187	48075	11/26/2024	CHK	111471	VERIZON WIRELESS SERVICES LLC	PHONE SERVICES	105.04
188	48076	11/26/2024	CHK	109927	VESTIS SERVICES LLC	MATS AND COVERALLS	166.43
Total for Bank Account - 1 :							747,369.99
Grand Total :							747,369.99

## Accounts Payable

## Check Register - Direct Deposit

11/01/2024 To 11/30/2024

Bank Account: 3 - FPU D REVENUE ACCOUNT							
#	Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
1	30025	11/07/2024	DD	114180	2001 SIXTH LLC	BROADBAND SERVICES	150.00
2	30026	11/07/2024	DD	113886	AMAZON CAPITAL SERVICES INC	OPERATING SUPPLIES	143.72
3	30027	11/07/2024	DD	100178	BENTON COUNTY PUD	TREE TRIMMING	1,040.51
4	30028	11/07/2024	DD	101488	DOBLE ENGINEERING CO	TESTING EQUIPMENT	5,880.60
5	30029	11/07/2024	DD	107217	FINANCIAL CONSULTING SOLUTIONS GROUP INC	PROFESSIONAL SERVICES	1,900.00
6	30030	11/07/2024	DD	100216	GENERAL PACIFIC INC	WAREHOUSE MATERIALS & SUPPLIES	184,971.01
7	30031	11/07/2024	DD	100229	GRAINGER INC	OPERATING TOOLS	72.56
8	30032	11/07/2024	DD	114529	INSULX INSULATION LLC	ENERGY SERVICES	23,533.85
9	30033	11/07/2024	DD	102763	KONECRANES INC	CRANE SOFTWARE UPDATE	6,050.14
10	30034	11/07/2024	DD	113201	NAPA	AUTO PARTS	795.11
11	30035	11/07/2024	DD	111368	ONLINE INFORMATION SERVICES INC	UTILITY EXCHANGE REPORT	747.43
12	30036	11/07/2024	DD	113294	PARAMOUNT COMMUNICATIONS, INC	FIBER DOCK CREW	70,680.65
13	30037	11/07/2024	DD	100300	PRINCIPAL BANK PCS	INSURANCE PREMIUM	137,886.12
14	30038	11/07/2024	DD	113980	SANCHEZ BROS CONSTRUCTION LLC	ENERGY SERVICES	15,938.49
15	30039	11/07/2024	DD	100478	TRI CITY HERALD	ADVERTISING	160.98
16	30040	11/07/2024	DD	102263	TYNDALE COMPANY INC	FIRE SAFETY CLOTHING	127.42
17	30041	11/07/2024	DD	114204	VITAL RECORDS HOLDINGS LLC	RECORDS STORAGE SERVICES	519.95
18	30131	11/14/2024	DD	113380	ANIXTER INC	WAREHOUSE MATERIALS & SUPPLIES	707.85
19	30132	11/14/2024	DD	112936	CENTURY LINK	PHONE SERVICES	15.13
20	30133	11/14/2024	DD	1232	ENOCH DAHL	TRAVEL REIMBURSEMENT	330.64
21	30134	11/14/2024	DD	102842	ENERGY NORTHWEST	NINE CANYON	172,623.14
22	30135	11/14/2024	DD	114472	GE GRID SOLUTIONS LLC	TRAINING	23,794.65
23	30136	11/14/2024	DD	100216	GENERAL PACIFIC INC	WAREHOUSE MATERIALS & SUPPLIES	123,226.88
24	30137	11/14/2024	DD	1092	WILLIAM M GORDON	TRAVEL REMIBURSEMENT	308.87
25	30138	11/14/2024	DD	100229	GRAINGER INC	OPERATING SUPPLIES	1,811.94
26	30139	11/14/2024	DD	112981	GREEN ENERGY TODAY LLC	ESQUATZEL DAM PROJECT	52,004.92
27	30140	11/14/2024	DD	113299	HRA VEBA TRUST	VEBA WELLNESS	18,353.40
28	30141	11/14/2024	DD	100245	IBEW LOCAL 77	UNION DUES	6,082.01
29	30142	11/14/2024	DD	114529	INSULX INSULATION LLC	ENERGY SERVICES	12,018.89
30	30143	11/14/2024	DD	1191	BRIAN C JOHNSON	TRAVEL REIMBURSEMENT	713.45
31	30144	11/14/2024	DD	1167	JORDAN KONEN	TRAVEL REIMBURSEMENT	236.48
32	30145	11/14/2024	DD	100448	LAWSON PRODUCTS INC	OPERATING SUPPLIES	2,536.30
33	30146	11/14/2024	DD	113652	LEAF CAPITAL FUNDING LLC	PRINTER LEASE	958.96
34	30147	11/14/2024	DD	112949	LUMEN	PHONE SERVICES	51.78
35	30148	11/14/2024	DD	114319	MISSIONSQUARE 106134	DEFERRED COMPENSATION	1,076.92
36	30149	11/14/2024	DD	114295	MISSIONSQUARE 107514	DEFERRED COMPENSATION	14,268.70
37	30150	11/14/2024	DD	114294	MISSIONSQUARE 301671	DEFERRED COMPENSATION	19,135.45
38	30151	11/14/2024	DD	113201	NAPA	AUTO PARTS	1,033.57
39	30152	11/14/2024	DD	113445	RELIABLE EQUIPMENT & SERVICE COMPANY, IN	OPERATING TOOLS	576.98
40	30153	11/14/2024	DD	114312	RELIANCE STANDARD LIFE INSURANCE CO	INSURANCE PREMIUM	5,649.68
41	30154	11/14/2024	DD	1200	SCOTT RHEES	TRAVEL REIMBURSEMENT	567.79
42	30155	11/14/2024	DD	114469	TUPS LLC	WAREHOUSE MATERIALS & SUPPLIES	8,644.48
43	30156	11/14/2024	DD	100277	UNITED WAY	UNITED WAY	100.00

## Accounts Payable

## Check Register - Direct Deposit

11/01/2024 To 11/30/2024

Bank Account: 3 - FPU D REVENUE ACCOUNT							
#	Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
44	30157	11/14/2024	DD	1221	VICTOR FUENTES	TRAVEL REIMBURSEMENT	537.65
45	30159	11/21/2024	DD	112724	A W REHN & ASSOCIATES	COBRA NOTIFICATION	22.00
46	30160	11/21/2024	DD	113886	AMAZON CAPITAL SERVICES INC	HARDWARE PURCHASE	822.97
47	30161	11/21/2024	DD	101625	CARLSON SALES INC	METER SHOP MATERIALS & SUPPLIES	16,766.24
48	30162	11/21/2024	DD	101890	COLUMBIA INDUSTRIES	SHREDDING SERVICES	184.98
49	30163	11/21/2024	DD	100216	GENERAL PACIFIC INC	WAREHOUSE MATERIALS & SUPPLIES	152,742.06
50	30164	11/21/2024	DD	100229	GRAINGER INC	BUILDING MAINTENANCE & SUPPLIES	228.38
51	30165	11/21/2024	DD	113442	ICE TRADE VAULT, LLC	COUNTERPARTY TRADE FEE	393.00
52	30166	11/21/2024	DD	114529	INSULX INSULATION LLC	ENERGY SERVICES	15,093.54
53	30167	11/21/2024	DD	113652	LEAF CAPITAL FUNDING LLC	PRINTER LEASE	962.23
54	30168	11/21/2024	DD	100112	MID COLUMBIA FORKLIFT, INC	OPERATING SUPPLIES	263.76
55	30169	11/21/2024	DD	100572	MONARCH MACHINE & TOOL INC	TRANSFORMER TRANSPORT	1,306.80
56	30170	11/21/2024	DD	113201	NAPA	AUTO PARTS	1,038.28
57	30171	11/21/2024	DD	113269	NISC	MAILING SERVICES	48,722.15
58	30172	11/21/2024	DD	101318	NORTHWEST OPEN ACCESS NETWORK	FIBER SERVICES	9,884.98
59	30173	11/21/2024	DD	113294	PARAMOUNT COMMUNICATIONS, INC	FIBER DOCK CREW	13,095.29
60	30174	11/21/2024	DD	114022	PURE WATER PARTNERS LLC	WATER COOLER RENTAL	419.30
61	30175	11/21/2024	DD	114308	SOLAR INCENTIVE CREDIT	SOLAR INCENTIVE CREDIT	3,353.49
62	30176	11/21/2024	DD	113980	SANCHEZ BROS CONSTRUCTION LLC	ENERGY SERVICES	16,049.88
63	30177	11/21/2024	DD	114471	SIXTY MOUNTAIN PLLC	ENGINEERING SERVICES	3,432.13
64	30178	11/21/2024	DD	113684	SUSTAINABLE LIVING CENTER	LOW INCOME CERTIFICATIONS	625.00
65	30179	11/21/2024	DD	102263	TYNDALE COMPANY INC	MATS AND COVERALLS	2,127.38
66	30180	11/21/2024	DD	100283	UTILITIES UNDERGROUND LOCATION CENTER	LOCATE SERVICES	349.80
67	30181	11/21/2024	DD	114204	VITAL RECORDS HOLDINGS LLC	RECORDS STORAGE SERVICES	538.05
68	30182	11/22/2024	DD	1191	BRIAN C JOHNSON	TRAVEL REIMBURSEMENT	490.89
69	30183	11/22/2024	DD	1093	STUART J NELSON	TRAVEL REIMBURSEMENT	875.81
70	30184	11/22/2024	DD	1237	KIRRI L PILIPAKA	TRAVEL REIMBURSEMENT	873.65
71	30185	11/22/2024	DD	1113	ROGER G WRIGHT	TRAVEL REIMBURSEMENT	852.37
72	30275	11/27/2024	DD	113380	ANIXTER INC	WAREHOUSE MATERIALS & SUPPLIES	18,534.78
73	30276	11/27/2024	DD	102842	ENERGY NORTHWEST	PACKWOOD	32,862.00
74	30277	11/27/2024	DD	104189	H2 PRE-CAST INC	WAREHOUSE MATERIALS & SUPPLIES	29,294.10
75	30278	11/27/2024	DD	113299	HRA VEBA TRUST	VEBA EMPLOYER PAID	9,850.34
76	30279	11/27/2024	DD	114529	INSULX INSULATION LLC	ENERGY SERVICES	10,928.83
77	30280	11/27/2024	DD	114507	INTEGRITY DATA SOLUTIONS INC	PROFESSIONAL SERVICES	3,369.49
78	30281	11/27/2024	DD	113261	LANDIS+GYR TECHNOLOGY, INC	SOFTWARE MAINTENANCE	5,999.71
79	30282	11/27/2024	DD	114319	MISSIONSQUARE 106134	DEFERRED COMPENSATION	1,076.92
80	30283	11/27/2024	DD	114295	MISSIONSQUARE 107514	DEFERRED COMPENSATION	14,253.71
81	30284	11/27/2024	DD	114294	MISSIONSQUARE 301671	DEFERRED COMPENSATION	19,385.58
82	30285	11/27/2024	DD	100130	MOON SECURITY SERVICES INC	SECURITY MAINTENANCE	359.07
83	30286	11/27/2024	DD	113201	NAPA	AUTO PARTS	603.66
84	30287	11/27/2024	DD	114326	RELIANCE STANDARD LIFE INSURANCE CO /ASO	INSURANCE PREMIUM	105.00
85	30288	11/27/2024	DD	100291	STATE AUDITOR'S OFFICE	AUDIT SERVICES	1,402.50
86	30289	11/27/2024	DD	113111	TOTAL QUALITY AIR LLC	ENERGY SERVICES	9,000.00



## Accounts Payable

## Check Register - Direct Deposit

11/01/2024 To 11/30/2024

Bank Account: 3 - FPUD REVENUE ACCOUNT

#	Check / Tran	Date	Pmt Type	Vendor	Vendor Name	Reference	Amount
87	30290	11/27/2024	DD	113904	ULINE INC	OPERATING SUPPLIES	365.72
88	30291	11/27/2024	DD	114050	WBE TECHNOLOGIES LLC	WAREHOUSE MATERIALS & SUPPLIES	15,263.97
89	30292	11/27/2024	DD	114173	WEG TRANSFORMERS USA LLC	WAREHOUSE MATERIALS & SUPPLIES	59,986.48
Total for Bank Account - 3 :							1,442,121.32
Grand Total :							1,442,121.32

Franklin PUD - Write Off Report		
Write Off Report for the Month of:		<b>Dec-24</b>
Collection Agency:		<b>Armada Corporation</b>
#	Name	Amount
1	LYNNETTE DODSON	\$ 964.83
2	FABIAN MENDEZ	\$ 479.99
3	JAMIE P LINDER	\$ 431.63
4	NEW EMPIRE LLC	\$ 372.41
5	JORGE NERI	\$ 290.16
6	MEGEN GLOVER	\$ 285.93
7	XECHEL ZAGAL	\$ 229.98
8	GREGORY CHILDS	\$ 200.63
9	THA SEE	\$ 136.74
10	ENELIDA LEYVA VALDOVINOS	\$ 133.36
11	FRUMENCIO SERRANO	\$ 132.47
12	DARLENE BROWN	\$ 123.99
13	LIZZETH VILLA	\$ 122.63
14	DARLENE SARTE	\$ 117.99
15	CANDES HAMMOND	\$ 116.29
16	CARLOS E GONZALEZ C	\$ 112.75
17	JUDITH BENEDETTI	\$ 95.33
18	ABRAHAM LOPEZ	\$ 90.28
19	ADDISON SHERMAN	\$ 89.68
20	EARL WITZEL	\$ 86.49
21	JUAN C OSORIO	\$ 83.15
22	TRENT T MICKELSON	\$ 82.96
23	MARIE SALANOA	\$ 76.59
24	BRIANNA R SPRAGUE	\$ 75.62
25	DUSTIN RODRIGUEZ	\$ 71.53
26	PEDRO RAMIREZ	\$ 64.58
27	FIRST CHOICE DENTURE	\$ 50.24
28	FRED A KEELS	\$ 46.55
29	DEVIN J GONZALEZ	\$ 36.55
30	ERNESTO FUENTES SALGADO	\$ 34.86
31	SAULO ORTEGA	\$ 12.16
32	MACHAELLA POWERS	\$ 9.40
33	RAFAEL AGUILAR	\$ 8.47
<b>Total</b>		<b>\$ 5,266.22</b>
<i>Average amount per account:</i>		\$ 159.58
<i>Gross bad debts as a percentage to</i>		
<i>August 2024 monthly sales:</i>		0.06%

## AGENDA ITEM 7

Franklin PUD Commission Meeting Packet

Agenda Item Summary

**Presenter:** Katrina Fulton  
Finance & Customer Service Director  
**Date:** December 10, 2024

☐ REPORTING ONLY  
☐ FOR DISCUSSION  
☒ **ACTION REQUIRED**

### 1. OBJECTIVE:

Re-Opening the 2025 Budgets Public Hearing, Presenting the Final 2025 Operating and Capital Budgets, Closing the Public Hearing and Adopting a Resolution Approving the 2025 Operating and Capital Budgets.

### 2. BACKGROUND:

On September 24, 2024 the Commission President opened, and after the presentation of the preliminary budgets, discussion, and comment period, recessed the 2025 Operating and Capital Budgets public hearing to October 22, 2024.

On October 22, 2024, the Commission President re-opened the hearing, and after the presentation of the updated preliminary budgets, discussion and comment period, staff addressed questions. The Commission then recessed the 2025 Operating and Capital Budgets hearing to the November 12, 2024 Commission meeting.

On November 12, 2024, the Commission President re-opened, and after the public comment period, presentation of the updated preliminary budgets and discussion the Commission then recessed the 2025 Operating and Capital Budgets public hearing to the December 10, 2024 meeting.

Any proposed changes since the last Commission meeting are noted on the 2025 Operating and Capital Budgets Crosswalks (Attachments A and B). Staff will review any changes at the meeting.

Staff recommends that after hearing any public comment, and Commission review and discussion, the Commission close the public hearing and adopt Resolution 1417, approving the 2025 Operating and Capital Budgets.

### 3. SUGGESTED MOTION:

I move to close the 2025 Operating and Capital Budgets public hearing and adopt Resolution 1417 as presented.

Public Utility District No. 1 of Franklin County

2025 Operating Budget Crosswalk

	September	October	November	December	\$ Change	% Change	Note
1 <i>Operating Revenues</i>							
2   Retail Energy Sales	\$95,723,063	\$93,123,063	\$93,123,063	\$93,123,063	-	0.00%	a
3   Broadband Sales	2,743,773	2,743,773	2,743,773	2,743,773	-	0.00%	
4   Secondary Market Sales	9,455,721	11,520,935	11,520,935	9,704,935	(1,816,000)	-18.71%	a, b
5   Other Operating Revenue	512,700	512,700	512,700	512,700	-	0.00%	
6 <i>Total Operating Revenues</i>	<i>\$108,435,257</i>	<i>\$107,900,471</i>	<i>\$107,900,471</i>	<i>\$106,084,471</i>	<i>(\$1,816,000)</i>	-1.71%	
7							
8 <i>Operating Expenses</i>							
9   Power Supply	80,507,721	80,008,397	80,008,397	79,745,995	(262,402)	-0.33%	a, b, c
10   System Operations & Maintenance	7,867,028	7,867,028	7,867,028	7,867,028	-	0.00%	
11   Broadband Operations & Maintenance	964,195	964,195	964,195	964,195	-	0.00%	
12   Customer Accounts Expense	1,984,647	1,984,647	1,984,647	1,993,147	8,500	0.43%	d
13   Administrative & General Expense	7,337,087	7,337,087	7,337,087	7,351,087	14,000	0.19%	e
14   Taxes	5,699,498	5,699,498	5,699,498	5,699,498	-	0.00%	
15 <i>Total Operating Expenses</i>	<i>104,360,175</i>	<i>103,860,851</i>	<i>103,860,851</i>	<i>103,620,949</i>	<i>(239,902)</i>	-0.23%	
16							
17 <i>Operating Income (Loss)</i>	<i>\$4,075,081</i>	<i>\$4,039,620</i>	<i>\$4,039,620</i>	<i>\$2,463,522</i>	<i>(1,576,098)</i>	-63.98%	
18							
19 Non Operating Revenue (Expense)							
20   Interest Income	1,830,697	1,830,697	1,830,697	1,830,697	-	0.00%	
21   Interest Expense	(2,524,936)	(2,524,936)	(2,524,936)	(2,524,936)	-	0.00%	
22   Federal Grant Revenue	1,500,000	1,500,000	1,500,000	3,985,240	2,485,240	62.36%	f
23   Federal Grant Expense	0	0	0	0	-	0.00%	
24   Other Non Operating Revenue (Expense)	10,000	10,000	10,000	10,000	-	0.00%	
25 <i>Total Non Operating Revenue (Expense)</i>	<i>815,761</i>	<i>815,761</i>	<i>815,761</i>	<i>3,301,001</i>	<i>2,485,240</i>	75.29%	
26							
27 Capital Contributions	4,070,000	4,070,000	4,070,000	4,070,000	-	0.00%	
28							
29 Change in Net Position	\$8,960,842	\$8,925,381	\$8,925,381	\$9,834,523	\$909,142	9.24%	
30							
31 Debt Service Payment (Annual)	\$     6,095,463	\$     6,095,463	\$     6,095,463	\$     6,095,463			
32   Change in Net Position	8,960,842	8,925,381	8,925,381	9,834,523			
33   Interest Expense	2,524,936	2,524,936	2,524,936	2,524,936			
34 Net Revenue Available for Debt Service	\$   11,485,778	\$   11,450,317	\$   11,450,317	\$   12,359,459			
35 Debt Service Coverage (DSC)	1.88	1.88	1.88	2.03			

Notes:

- a   October- adjusted to reflect the impacts of the industrial plant closure
- b   December- updated based on final power forecast information
- c   December- \$69,000 increase for battery storage consulting and development, plus a \$10,000 increase in travel for Power Dept. due to delayed BPA contract timeline
- d   December- Salmon Power Education Program
- e   December- increase in Building Security
- f   December- adjusted for timing of WSBO FTTH Grant Project

Public Utility District No. 1 of Franklin County  
2025 Capital Budget Crosswalk by Project

Category	Project Description	September	October	November	December	\$ Change
Broadband						
	BROADBAND SYSTEM IMPROVEMENTS & EXPANSION	\$ 382,000	\$ 382,000	\$ 382,000	\$ 382,000	\$ -
	BROADBAND CUSTOMER CONNECTS	570,924	570,924	570,924	570,924	-
	RAILROAD AVE COLLO FACILTY	100,000	100,000	100,000	100,000	-
	WSBO CONNELL - BASIN CITY PROJECT*	1,500,000	1,500,000	1,500,000	3,985,240	2,485,240 a
	SR-17 RELOCATE	150,000	150,000	150,000	150,000	-
	Total for Broadband	2,702,924	2,702,924	2,702,924	5,188,164	2,485,240
	* AMOUNTS FUNDED BY FEDERAL GRANT PROGRAM					
Building						
	RTU 8 REPLACEMENT- CARRYOVER	155,000	155,000	155,000	155,000	-
	ASPHALT WORK AT OPERATIONS & W. CLARK ST	100,000	100,000	100,000	100,000	-
	1411 W. CLARK POWER REMODEL	1,000,000	1,000,000	1,000,000	1,900,000	900,000 b
	EXTERIOR DOUBLE DOORS (2) W. CLARK ST	25,000	25,000	25,000	25,000	-
	Total for Building	1,280,000	1,280,000	1,280,000	2,180,000	900,000
Information Handling						
	CORE DISTRIBUTION SWITCHES	10,000	10,000	10,000	10,000	-
	DELL AIO REPLACEMENTS	80,000	80,000	80,000	80,000	-
	FIREWALL REPLACEMENTS	65,000	65,000	65,000	65,000	-
	Total for Information Handling	155,000	155,000	155,000	155,000	-
System Construction - New Customers						
	PURCHASE OF METERS	300,000	300,000	300,000	300,000	-
	CUSTOMER ADDS TO THE DISTRIBUTION SYSTEM	2,400,000	2,400,000	2,400,000	2,400,000	-
	PURCHASE OF TRANSFORMERS	2,000,000	2,000,000	2,000,000	2,000,000	-
	Total for System Construction- New Customers	4,700,000	4,700,000	4,700,000	4,700,000	-
System Construction - Reliability & Overloads						
	TRANSMISSION PROJECTS					
	COMPLETE BPA B-F #1 TAP TO RAILROAD AVE	1,088,000	1,088,000	1,088,000	1,088,000	-
	SUBSTATION PROJECTS					
	SCADA UPGRADES- SUBSTATIONS	60,000	60,000	60,000	60,000	-
	VOLTAGE REGULATORS UPGRADES	400,000	400,000	400,000	400,000	-
	REPLACE OBSOLETE BREAKER RELAYS	300,000	300,000	300,000	300,000	-
	FOSTER WELLS/EAST OF HWY 395 - DESIGN	1,000,000	1,000,000	1,000,000	1,000,000	-
	SUBSTATION TRANSFORMERS (x4)	6,666,645	6,666,645	6,666,645	6,666,645	-
	ADD BAY 2 TO COURT ST SUB	600,000	600,000	600,000	600,000	-
	ADD BAY 2 TO TAYLOR FLATS SUB	600,000	600,000	600,000	600,000	-
	EXTEND T-LINE TO NEW FOSTER WELLS EAST SUB	150,000	150,000	150,000	150,000	-
	DISTRIBUTION PROJECTS					
	UNDERGROUND CABLE REPLACEMENTS	600,000	600,000	600,000	600,000	-
	MISCELLANEOUS SYSTEM IMPROVEMENTS	1,000,000	1,000,000	1,000,000	1,000,000	-
	CONVERT OH/UG- CITY OF PASCO	100,000	100,000	100,000	100,000	-
	CAR HIT POLES	90,000	90,000	90,000	90,000	-
	Total for System Construction- Reliability & Overloads	12,654,645	12,654,645	12,654,645	12,654,645	-
Tools						
	SINGLE PHASE METER PORTABLE TESTER	20,000	20,000	20,000	20,000	-
		20,000	20,000	20,000	20,000	-
Vehicles						
	MECHANICS SHOP TRUCK	125,000	125,000	125,000	125,000	-
	MAINTENANCE F350	125,000	125,000	125,000	125,000	-
	TRANSFORMER SHOP F350	125,000	125,000	125,000	125,000	-
	CONVERT TRUCK 50 TO FLATBED	25,000	25,000	25,000	25,000	-
		400,000	400,000	400,000	400,000	-
	Grand Total	\$ 21,912,569	\$ 21,912,569	\$ 21,912,569	\$ 25,297,809	\$ 3,385,240

Notes:  
a Adjusted for timing of WSBO FTTH Grant Project  
b Updated project cost estimate

## **RESOLUTION 1417**

### **A RESOLUTION OF THE BOARD OF COMMISSIONERS OF PUBLIC UTILITY DISTRICT NO. 1, OF FRANKLIN COUNTY, WASHINGTON**

#### **APPROVING THE 2025 OPERATING AND CAPITAL BUDGETS**

---

WHEREAS, the Board of Commissioners (the Commission) of Public Utility District No. 1 of Franklin County (the District) annually in December approve the Operating and Capital Budgets for the next fiscal year; and

WHEREAS, public hearing notices were published in the manner required by law on the proposed 2025 Operating and Capital Budgets in the newspapers printed and of general circulation in Franklin County, giving notice of a series of four public hearings beginning on September 19, 2024; and

WHEREAS, the public hearings information was also published on the District's website; and

WHEREAS, at the time and place specified for said hearing on September 24, 2024, the Commission President declared the budgets hearing to be opened; and

WHEREAS, after opening and providing time for public comment and discussion, the Commission President recessed the hearing on September 24, 2024 to October 22, 2024; and

WHEREAS, after re-opening and providing time for public comment and discussion, the Commission President recessed the hearing on October 22, 2024 to November 12, 2024; and

WHEREAS, after re-opening and providing time for public comment and discussion, the Commission President recessed the hearing on November 12, 2024 to December 10, 2024; and

WHEREAS, after re-opening and providing time for public comment and discussion, the Commission President closed the hearing on December 10, 2024; and

WHEREAS, District staff presented details of the 2025 Operating and Capital Budgets at the Commission meetings on the aforementioned dates and answered questions posed; now therefore

BE IT HEREBY RESOLVED that the Commission finds that said Operating and Capital Budgets set forth as Exhibits A and B to this Resolution are approved as the 2025 Operating and Capital Budgets, effective January 1, 2025.

ADOPTED by the Board of Commissioners of Public Utility District No.1 of Franklin County, Washington, at a regular open public meeting this 10<sup>th</sup> day of December 2024.

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Stuart Nelson, President

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Roger Wright, Vice President

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William Gordon, Secretary

# Public Utility District No. 1 of Franklin County

## 2025 Operating Budget

	<u>2025</u>
1 <i>Operating Revenues</i>	
2   Retail Energy Sales	\$93,123,063
3   Broadband Sales	2,743,773
4   Secondary Market Sales	9,704,935
5   Other Operating Revenue	512,700
6 <i>Total Operating Revenues</i>	<u>\$106,084,471</u>
7	
8 <i>Operating Expenses</i>	
9   Power Supply	79,745,995
10   System Operations & Maintenance	7,867,028
11   Broadband Operations & Maintenance	964,195
12   Customer Accounts Expense	1,993,147
13   Administrative & General Expense	7,351,087
14   Taxes	5,699,498
15 <i>Total Operating Expenses</i>	<u>103,620,949</u>
16	
17 <i>Operating Income (Loss)</i>	\$2,463,522
18	
19 <i>Non Operating Revenue (Expense)</i>	
20   Interest Income	1,830,697
21   Interest Expense	(2,524,936)
22   Federal Grant Revenue	3,985,240
23   Federal Grant Expense	0
24   Other Non Operating Revenue (Expense)	10,000
25 <i>Total Non Operating Revenue (Expense)</i>	<u>3,301,001</u>
26	
27 Capital Contributions	4,070,000
28	
29 <i>Change in Net Position</i>	<u><u>\$9,834,523</u></u>
30	
31 Debt Service Payment (Annual)	\$ 6,095,463
32   Change in Net Position	9,834,523
33   Interest Expense	2,524,936
34 Net Revenue Available for Debt Service	\$ 12,359,459
35 Debt Service Coverage (DSC)	2.03



***Public Utility District No. 1 of Franklin County***  
***2025 Capital Budget by Project***

Category	Project Description	2025
Broadband		
	BROADBAND SYSTEM IMPROVEMENTS & EXPANSION	\$ 382,000
	BROADBAND CUSTOMER CONNECTS	570,924
	RAILROAD AVE COLLO FACILTY	100,000
	WSBO CONNELL - BASIN CITY PROJECT*	3,985,240
	SR-17 RELOCATE	150,000
	Total for Broadband	5,188,164
	* AMOUNTS FUNDED BY FEDERAL GRANT PROGRAM	
Building		
	RTU 8 REPLACEMENT- CARRYOVER	155,000
	ASPHALT WORK AT OPERATIONS & W. CLARK ST	100,000
	1411 W. CLARK POWER REMODEL	1,900,000
	EXTERIOR DOUBLE DOORS (2) W. CLARK ST	25,000
	Total for Building	2,180,000
Information Handling		
	CORE DISTRIBUTION SWITCHES	10,000
	DELL AIO REPLACEMENTS	80,000
	FIREWALL REPLACEMENTS	65,000
	Total for Information Handling	155,000
System Construction - New Customers		
	PURCHASE OF METERS	300,000
	CUSTOMER ADDS TO THE DISTRIBUTION SYSTEM	2,400,000
	PURCHASE OF TRANSFORMERS	2,000,000
	Total for System Construction- New Customers	4,700,000
System Construction - Reliability & Overloads		
	TRANSMISSION PROJECTS	
	COMPLETE BPA B-F #1 TAP TO RAILROAD AVE	1,088,000
	SUBSTATION PROJECTS	
	SCADA UPGRADES- SUBSTATIONS	60,000
	VOLTAGE REGULATORS UPGRADES	400,000
	REPLACE OBSOLETE BREAKER RELAYS	300,000
	FOSTER WELLS/EAST OF HWY 395 - DESIGN	1,000,000
	SUBSTATION TRANSFORMERS (x4)	6,666,645
	ADD BAY 2 TO COURT ST SUB	600,000
	ADD BAY 2 TO TAYLOR FLATS SUB	600,000
	EXTEND T-LINE TO NEW FOSTER WELLS EAST SUB	150,000

*Public Utility District No. 1 of Franklin County*  
*2025 Capital Budget by Project*

Category	Project Description	2025
	<b>DISTRIBUTION PROJECTS</b>	
	UNDERGROUND CABLE REPLACEMENTS	600,000
	MISCELLANEOUS SYSTEM IMPROVEMENTS	1,000,000
	CONVERT OH/UG- CITY OF PASCO	100,000
	CAR HIT POLES	90,000
	<b>Total for System Construction- Reliability &amp; Overloads</b>	<b>12,654,645</b>
<b>Tools</b>		
	SINGLE PHASE METER PORTABLE TESTER	20,000
		<b>20,000</b>
<b>Vehicles</b>		
	MECHANICS SHOP TRUCK	125,000
	MAINTENANCE F350	125,000
	TRANSFORMER SHOP F350	125,000
	CONVERT TRUCK 50 TO FLATBED	25,000
		<b>400,000</b>
	<b>Grand Total</b>	<b>\$ 25,297,809</b>

## AGENDA ITEM 8

Franklin PUD Commission Meeting Packet

Agenda Item Summary

**Presenter:** Katrina Fulton  
Finance & Customer Service Director

**Date:** December 10, 2024

☐ REPORTING ONLY  
☐ FOR DISCUSSION  
☒ **ACTION REQUIRED**

### 1. OBJECTIVE:

Authorizing the General Manager/CEO or his Designee to Approve Payments for Automated Mailing Services, Bill Inserts, On-line Payment Processing and Annual Software Maintenance for 2025 Payable to the National Information Solutions Cooperative.

### 2. BACKGROUND:

The District contracts with National Information Solutions Cooperative (NISC) for mailing services, bill inserts, on-line payment processing and software maintenance (services).

Since NISC is the sole vendor that provides these services, the combined cost will exceed the General Manager/CEO's purchasing authority limit of \$120,000. Per the Purchasing Approval and Payment Authority, Policy 16, payment authorization for purchases greater than \$120,000 require Commission approval. The 2025 budget includes \$597,225 for these services as follows:

\$ 260,000	for automated mailing services,
8,000	for bill inserts,
7,800	for online payment processing, and
321,425	for software maintenance.

Staff recommends that the Commission authorize the General Manager/CEO or his designee to approve 2025 payments for automated mailing services, bill inserts, on-line payment processing and annual software maintenance, payable to National Information Solutions Cooperative in an amount not to exceed \$597,225.

### 3. SUGGESTED MOTION:

I move to authorize the General Manager/CEO or his designee to approve 2025 payments for the services as described, payable to NISC, in an amount not to exceed \$597,225.

## AGENDA ITEM 9

Franklin PUD Commission Meeting Packet  
Agenda Item Summary

**Presenter:** Katrina Fulton  
Finance & Customer Service Director  
**Date:** December 10, 2024

☐ REPORT  
☐ DISCUSSION  
☒ **ACTION REQUIRED**

### 1. OBJECTIVE:

Adopting a Resolution Approving the Pre-Qualification of Electrical and Fiber Optic Contractors for Calendar Year 2025.

### 2. BACKGROUND:

Pursuant to RCW 54.04.085, the District annually pre-qualifies contractors who work on or around the District's electrical and fiber optic systems. Such work may consist of:

- substation construction and maintenance,
- construction and maintenance on overhead and underground distribution lines and equipment,
- tree trimming,
- fiber optic,
- meter testing, and
- pole testing & treatment.

Staff reviewed the contractor applications and qualifications and recommends that the Commission pre-qualify the named contractors for work on or around the District's electrical system during the calendar year of 2025 in the categories and maximum bid amounts set out in Exhibit A to Resolution 1418.

At any time during the year, contractors may submit an application requesting to be included on the District's list of pre-qualified contractors. Staff will seek Commission approval of such requests via the Consent Agenda. Adopting Resolution 1418 will also authorize staff to maintain the list and include the approved contractors after Commission approval.

Staff recommends the Commission adopt Resolution 1418 as presented.

### 3. SUGGESTED MOTION:

I move to adopt Resolution 1418 as presented.

**RESOLUTION 1418**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF PUBLIC UTILITY DISTRICT NO. 1, OF FRANKLIN COUNTY, WASHINGTON**

**APPROVING THE PRE-QUALIFICATION OF ELECTRICAL AND FIBER OPTIC CONTRACTORS  
FOR CALENDAR YEAR 2025**

---

WHEREAS, the Board of Commissioners (the Commission) of Public Utility District No. 1 of Franklin County (the District) are required, pursuant to RCW 54.04.085, to annually pre-qualify contractors; and

WHEREAS, the Commission annually approves a list of pre-qualified contractors; and

WHEREAS, the District staff has evaluated contractor qualifications and has recommended to Commission approval of the list of pre-qualified contractors with corresponding maximum bid amounts and categories for approval as set forth in, Exhibit A of this resolution, and

WHEREAS, staff may receive an application from a contractor requesting to be included on the District's list of pre-qualified contractors at any time during the year, now therefore

BE IT RESOLVED that effective January 1, 2025 the Commission pre-qualify for calendar year 2025 the named contractors for work on or around the District's electrical system in maximum bid amounts and categories as set forth in Exhibit A.

BE IT FURTHER RESOLVED that staff will seek Commission approval for requests received during the calendar year for inclusion to the District's list of pre-qualified contractors via the Consent Agenda.

BE IT FURTHER RESOLVED that staff is authorized to maintain the list of pre-qualified contractors current and may add an approved responsible contractor to the existing pre-qualification list.

ADOPTED by the Board of Commissioners of Public Utility District No. 1 of Franklin County,  
at an open public meeting this 10<sup>th</sup> day of December 2024.

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Stuart Nelson, President

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Roger Wright, Vice President

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William Gordon, Secretary

**Resolution 1418, Exhibit A**

**2025 Electrical Contractors**

#	CONTRACTOR NAME	MAXIMUM BID AWARD	TYPE OF WORK							
			HV Dist. - OH & UG	HV Trans - OH	HV Sub	Meter Testing	Street Lighting	Pole Test & Treat	Tree Trimming	Dock Crew
1	Asplundh Tree Expert LLC	\$ 750,000							X	
2	Basin Tree Service & Pest Control, Inc.	\$ 750,000							X	
3	Boyd's Tree Service	\$ 750,000							X	
4	Cannon Construction	\$ 300,000	X	X						
5	DJ's Electrical, Inc.	\$ 2,500,000	X	X	X		X		X	X
6	Michels Pacific Energy	\$ 2,500,000	X	X	X	X	X			X
7	Mi-Tech	\$ 300,000						X		
8	National Wood Treatment Company	\$ 300,000						X		
9	Olympic Electric Co., Inc.	\$ 300,000	X	X	X		X			X
10	Pacific Pole Inspection	\$ 300,000						X		
11	Palouse Power	\$ 750,000	X	X			X			
11	Palouse Power	\$ 300,000			X					X
12	Potelco, Inc.	\$ 2,500,000	X	X	X		X			X
13	Power City Electric, Inc.	\$ 2,500,000	X	X	X		X			X
14	Prairie Electric, Inc.	\$ 300,000					X			
15	RiverLine Power LLC	\$ 750,000	X	X	X		X			X
16	Sierra Electric, Inc.	\$ 300,000					X			
17	Sturgeon Electric Company, Inc.	\$ 2,500,000	X	X	X					X
18	Tice Electric Company	\$ 2,500,000			X					
19	Wilson Construction Company	\$ 2,500,000	X	X	X		X			X

**2025 Fiber Optic Contractors**

#	CONTRACTOR NAME	MAXIMUM BID AWARD	Fiber Optic Work
1	Blue Mt. Telecommunication Services	\$ 300,000	X
2	Cannon Construction	\$ 300,000	X
3	Cascade Cable Constructors, Inc.	\$ 750,000	X
4	DJ's Electrical, Inc.	\$ 750,000	X
5	Michels Pacific Energy	\$ 750,000	X
6	Olympic Electric Co., Inc.	\$ 300,000	X
7	Paramount Communications, Inc.	\$ 2,500,000	X
8	Potelco, Inc.	\$ 750,000	X
9	Robinson Brother Construction LLC	\$ 750,000	X
10	Utility Technologies, Inc.	\$ 2,500,000	X
11	Wilson Construction Company	\$ 750,000	X
12	Wolf Line Construction	\$ 300,000	X
13	Zero DB Communications	\$ 300,000	X

## AGENDA ITEM 10

Franklin PUD Commission Meeting Packet  
Agenda Item Summary

### FRANKLIN PUD – AGENDA ITEM SUMMARY

<b>Presenter:</b>	<b>Katrina Fulton</b>	<input type="checkbox"/>	REPORT
	<b>Finance and Customer Service Director</b>	<input type="checkbox"/>	DISCUSSION
<b>Date:</b>	<b>December 10, 2024</b>	<input checked="" type="checkbox"/>	<b>ACTION REQUIRED</b>

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**1. OBJECTIVE:**

Approving a Use of Artificial Intelligence Technologies Policy.

**2. BACKGROUND:**

At the October 22, 2024 Commission meeting, staff reported that Artificial Intelligence (AI) will significantly influence the District's future operations and reported that the District is developing a chat feature for use by customers on the District's website and the SmartHub mobile application. Staff recognized that it is prudent to establish a policy to govern the use of AI technologies within the District prior to the use of AI.

The Use of Artificial Intelligence Technologies Policy (Attachment A) was presented for Commission review and consideration. The policy establishes guidelines for the use of AI technologies, delineate roles and responsibilities for managers and employees, and safeguards for the District's data and customer information.

After any additional discussion on the proposed policy, staff will recommend that the Commission approve the Use of Artificial Intelligence Technologies Policy as presented.

**3. SUGGESTED MOTION:**

I move to approve the Use of Artificial Intelligence Technologies Policy as presented.



Policy No: ADM-67  
Revision No: 0  
Effective Date: 12/10/2024



## USE OF ARTIFICIAL INTELLIGENCE (AI) TECHNOLOGIES

### 1.0 PURPOSE AND SCOPE

The District values public service innovation to meet customer needs and is committed to responsibly evaluating and utilizing Artificial Intelligence (AI) to improve services to our internal and external customers. This Policy outlines the guidelines and procedures for the appropriate and ethical use of AI technologies within the District. AI technologies encompass machine learning algorithms, natural language processing systems, and other forms of automated decision-making tools.

The purpose of this Policy is to ensure that AI technologies are used responsibly, ethically, and in a manner that enhances productivity, efficiency, and fairness in the workplace. This Policy applies to all employees, contractors, and third-party vendors who utilize AI technologies within the District.

### 2.0 DEFINITIONS

Artificial Intelligence (AI): The simulation of human intelligence processes by machines, especially computer systems, using robust datasets to enable problem solving.

Machine Learning (ML): A branch of AI that enables computers to learn from experience without being explicitly programmed.

Generative AI: An AI system capable of generating text, images, video, or other media in response to prompts.

Chatbot: A computer program that simulates human conversation through text or voice interactions.

Large Language Model (LLM): A class of AI deep learning models designed to process and understand vast amounts of natural language data.

Chat Generative Pre-Trained Transformer (ChatGPT): A chatbot driven by a generative AI/ML system developed by OpenAI, an AI research and deployment company, and trained using their LLM.

### 3.0 IMPLEMENTATION

Ultimate responsibility for decisions made by AI technologies shall rest with District employees, who must exercise oversight and accountability for the outcomes of AI applications. District employees shall adhere to the principles and requirements outlined in this policy and will be held accountable for compliance with these commitments.

Employees have the responsibility to:

- Seek authorization from their supervisor prior to utilizing AI technologies.
- Be transparent about the use of AI technologies and provide explanations for decisions made by AI systems when necessary.
- Receive appropriate training on how to use these tools effectively and ethically, including understanding their limitations and potential biases.
- Promptly report any concerns or incidents related to the use of AI technologies to their supervisor.

Policy No: ADM-67  
Revision No: 0  
Effective Date: 12/10/2024

- Verify, edit, and manage the generated content and ensure information is accurate and that content does not infringe copyright.
- Be accountable for their communications and actions.

For represented employees, in the event of a conflict between this Policy and the Collective Bargaining Agreement, the Collective Bargaining Agreement shall prevail.

Managers have the responsibility to:

- Review employee requests for the utilization of AI technologies to ensure usage of AI technologies are within District policy.
- Ensuring AI technologies are used for valid and ethical business purposes and in compliance with this policy.
- Ensure the use of generative AI tools are required to maintain, or be able to retrieve upon request, records of inputs, prompts, and outputs in a manner consistent with the District's records management and public disclosure policies and practices.

#### **4.0 ACCEPTABLE USE**

Generative AI presents the opportunity to work more efficiently and is encouraged. However, because the technology and the laws surrounding AI are evolving and present unknown risks, employees must use it with the following ethical considerations:

- Use of Generative AI such as ChatGPT is encouraged to help spark innovation, or seed ideas, as long as proprietary, confidential, and protected information is not fed into the prompts.
- Ensure interactions with AI technologies are free from bias, discrimination, or any form of unfair treatment.
- Ensure interactions are professional and align with District Values and Policies.
- Exercise caution and critical thinking while utilizing an AI-tool and should not rely solely on it for critical decision-making.

#### **5.0 UNACCEPTABLE USE**

- Personally Identifiable Information (PII) and other District confidential information should never be fed into public AI generative software.
- Usage of any technology, including generative AI systems, to perform malicious or inappropriate actions, or to generate malicious, inappropriate, or illegal material is prohibited. Any attempt to circumvent blocks placed to dissuade illegal and inappropriate activity will be assumed to be an attempt to generate inappropriate and/or illegal content.
- Utilizing content generated by AI technologies without validating or verifying the results produced.
- Intentional misuse will be considered extremely serious misconduct and be grounds for immediate termination of employment.

#### **6.0 DATA PRIVACY AND SECURITY**

- Robust access controls and authentication mechanisms must be implemented to restrict and monitor access to AI-tools and systems. Access through an Application Programming Interface (API) will be granted only to authorized personnel based on their roles and responsibilities within the District.

Policy No: ADM-67  
Revision No: 0  
Effective Date: 12/10/2024

- The District will use its suite of security tools to monitor AI-tool interactions to ensure compliance with security standards and to detect any anomalies, unauthorized access attempts, or potential security breaches. Any identified breaches will follow the Breach Notice Practice as defined in District Policy 55.
- The District will implement administrative, technical, and physical safeguards to protect PII from unauthorized access, destruction, use, modification, or disclosure through the use of AI-tools and systems.
- All security measures implemented for an AI-tool must align with the regulatory standards and best practices set forth by the District, ensuring that the system complies with relevant laws and industry-specific security requirements. This includes adhering to data protection regulations and standards.
- Assessments, updates, and reviews of the security measures in place for an AI-tool will be conducted by the District's Security Officer, to adapt to evolving security threats and technological advancements. The District's Security Officer will remain vigilant in updating security protocols to maintain the confidentiality, integrity, and availability of the system and the data it handles.

## **7.0 COMPLIANCE AND ENFORCEMENT**

- Violations of this policy will be taken seriously and addressed according to the severity and nature of the infraction. Consequences may include disciplinary action up to and including termination, or legal action if necessary.
- All records generated, used, or stored by AI are considered public records and will be managed in accordance with the District's records management program and Washington State law.
- The District will review and update this policy periodically, to reflect the evolving landscape of AI technology, security standards, and ethical considerations. Adjustments will be made as necessary to maintain alignment with legal requirements and best practices.
- The District will foster a culture of responsibility and accountability regarding AI-tools usage. Employees interacting with an AI tool are encouraged to undergo training that covers secure data handling, understanding how to effectively use AI tools, and understanding content creation as it relates to the workplace.

As approved by the Board of Commissioners at the December 10, 2024 Commission meeting.

## **ATTACHMENTS/EXHIBITS**

None

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Scott Rhees, General Manager/CEO

Revision History:  
Issued: 12/10/24

## AGENDA ITEM 11

Franklin PUD Commission Meeting Packet  
Agenda Item Summary

**Presenter:** Steve Ferraro  
**Assistant General Manager**  
**Date:** December 10, 2024

☐ REPORTING ONLY  
☐ FOR DISCUSSION  
☒ **ACTION REQUIRED**

### 1. OBJECTIVE:

Authorizing the General Manager/CEO or his Designee to Approve Continuing the Utilization of the Washington State Department of Enterprise Services Contract for 2025 Miscellaneous Fiber Dock Crew Projects.

### 2. BACKGROUND:

The Washington State Department of Enterprise Services (DES) awarded competitively solicited Contract 05620 for cabling materials and services in November 2021 to information technology cabling vendors based on location. An Interlocal Agreement in place between the District and DES allows the District to use the services offered through Contract 05620.

In December 2023, the Commission authorized utilizing the DES Contract 05620 for fiber dock crew projects that were to be completed in 2024. Staff wishes to continue using the services offered through Contract 05620 for 2025 miscellaneous fiber dock crew projects.

The 2025 Capital Budget includes \$770,000 for miscellaneous fiber dock crew projects to be completed in 2025. The amount includes the applicable taxes. In accordance with Policy 16, Purchasing Approval and Payment Authority, purchases over \$120,000 require approval from the Commission.

Staff recommends that the Commission authorize the General Manager/CEO or his designee to approve continuing the use of Washington DES Contract 05620 for 2025 Miscellaneous Fiber Dock Crew Projects in an amount not to exceed \$770,000, including applicable taxes.

### 3. SUGGESTED MOTION:

I move to authorize the General Manager/CEO or his designee to approve continuing the utilization of the Washington State DES Contract 05620 for 2025 Miscellaneous Fiber Dock Crew Projects in an amount not to exceed \$770,000, including applicable taxes.

## AGENDA ITEM 12

Franklin PUD Commission Meeting Packet

Agenda Item Summary

**Presenter:** Steve Ferraro  
Assistant General Manager  
**Date:** December 10, 2024

☐ REPORTING ONLY  
☐ FOR DISCUSSION  
☒ ACTION REQUIRED

### 1. OBJECTIVE:

Authorizing the General Manager/CEO or his Designee to Utilize Department of Enterprise Contract No. 00318 for the Purchase of Nokia Care Services.

### 2. BACKGROUND:

Department of Enterprise (DES) is a public agency that provides cooperatively contracted products, equipment and services to government entities. DES awarded competitively solicited Contract No. 00318 for Public Safety Communications Products, Services, & Solutions to Nokia of America Corporation in 2022. An Interlocal Agreement in place between the District and DES allows the District to purchase care services through Contract No. 00318.

Staff is seeking authorization to use Contract No. 00318 to purchase care services from Nokia that consists of providing remote support such as troubleshooting assistance, providing diagnostic procedures, investigating defects, and providing access to patch maintenance within the agreed response times for supported equipment. The purchase would authorize funding for up to \$155,000 over a three-year term effective January 4, 2025 through January 3, 2028.

In accordance with Policy 16, Purchasing Approval and Payment Authority, purchases over \$120,000 require Commission approval.

Staff recommends that the Commission authorize the General Manager/CEO or his designee to utilize Department of Enterprise Contract No. 00318 for the Purchase Nokia Care Services in an amount not to exceed \$155,000, which excludes sales tax.

### 3. SUGGESTED MOTION:

I move to authorize the General Manager/CEO or his designee to utilize Department of Enterprise Contract No. 00318 for the Purchase Nokia Care Services in an amount not to exceed \$155,000, which excludes sales tax, over a three-year term effective January 4, 2025 through January 3, 2028.

## AGENDA ITEM 13

Franklin PUD Commission Meeting Packet  
Agenda Item Summary

**Presenter:** Steve Ferraro  
Assistant General Manager  
**Date:** December 10, 2024

☐ REPORTING ONLY  
☐ FOR DISCUSSION  
☒ **ACTION REQUIRED**

### 1. OBJECTIVE:

Adopting a Resolution Authorizing the General Manager/CEO or his Designee to Execute a Revised Interlocal Agreement Establishing the Central Washington Public Utilities Unified Insurance Program Trust and Superseding Resolution 1321.

### 2. BACKGROUND:

The Central Washington Public Utilities (CWPU) was established by an Interlocal Agreement for the purpose of allowing its members to jointly negotiate in the collective bargaining agreement.

Attachment A is the current Interlocal Agreement redlined with the following changes:

- add definitions of “co-administrator” and “protected health information”,
- add descriptions of board of trustee structure to encourage a well-rounded board,
- allow trustees to set meeting schedules by resolution,
- add fiduciary responsibilities, responsibilities of managing and administering plans, and making recommendations regarding changes in benefits, and
- add reference to the data usage agreement.

In accordance with RCW 39.34, amendments to the Interlocal Agreement shall be adopted by resolution of the governing board of each CWPU member and signed by an authorized representative of each CWPU utility.

Staff recommends that the Commission adopt Resolution 1419, authorizing the General Manager/CEO or his designee to execute the revised Interlocal Cooperation Agreement establishing the Central Washington Public Utilities Administration Agency and Superseding Resolution 1321.

### 3. SUGGESTED MOTION:

I move to adopt Resolution 1419 as presented.

**INTERLOCAL COOPERATION AGREEMENT**  
**Establishing the**  
**CWPU UNIFIED INSURANCE PROGRAM TRUST**  
**and**  
**DECLARATION OF TRUST**

WHEREAS, this is an interlocal cooperation agreement prepared pursuant to the authority provided under Chapter 39.34 RCW.

WHEREAS, the following public utility districts signatory to this Agreement and Declaration of Trust are municipal corporations of the State of Washington organized and existing under the provisions of RCW Chapter 54:

Public Utility District No. 1 of Benton County (Benton);  
Public Utility District No. 1 of Douglas County (Douglas);  
Public Utility District No. 1 of Ferry County (Ferry);  
Public Utility District No. 1 of Franklin County (Franklin);  
Public Utility District No. 2 of Grant County (Grant);  
Public Utility District No. 1 of Okanogan County (Okanogan);  
Public Utility District No. 1 of Pend Oreille County (Pend Oreille);

and

WHEREAS, the aforesaid Districts have established a program known as Central Washington Public Utilities (CWPU) Unified Insurance Program (hereafter "CWPU Unified Insurance Program"), the purpose of which is to provide for the uniform administration of the group insurance programs of said Districts; and

WHEREAS, the CWPU Unified Insurance Program Benefits currently include Medical-Surgical-Hospital benefits, Prescription benefits, Vision benefits, Dental benefits, Life/ Accidental Death and Dismemberment benefits and Long-Term Disability Insurance benefits for those employees of the Districts and others eligible to participate; and

WHEREAS, the aforesaid Districts desire to create and by this Agreement and Declaration of Trust do create a trust for the purpose of performing certain functions, as herein described, in administering the CWPU Unified Insurance Program and in providing the aforesaid Benefits;

NOW, THEREFORE, it is hereby agreed by and between the undersigned Districts as follows:

ARTICLE I

NAME

These Districts create by this Agreement and Declaration of Trust (hereafter called "Trust Agreement") an entity to be known as the "CWPU Unified Insurance Program Trust." The Trustees may hold property, enter into contracts, open accounts, and in all matters conduct the business and act on behalf of the Trust, as directed by the Districts.

ARTICLE II

DEFINITIONS

The following definitions shall apply in this Trust Agreement:

1. The term "District" shall mean any one of the above named Public Utility Districts and the term "Districts" shall mean all of the seven above named Public Utility Districts which are signatory to this Trust Agreement.
2. The term "Benefits" shall mean the Medical-Surgical-Hospital benefits, Prescription benefits, Vision benefits, Dental benefits, Life/Accidental Death and Dismemberment benefits and Long-Term Disability Insurance benefits as they are now being provided by the Districts or as such benefits may hereafter be modified by direction of the Districts to the Trustees and shall also include such other benefits as the Districts shall in the future direct the Trustees to provide by self-insurance or by contract with the Carrier or Carriers to be selected by the Trustees.
3. The term "Co-Administrator" shall mean appointed Treasurer and Auditor who have equal authority to make decisions regarding the management, investment, and distribution of Trust assets as directed by the Board of Trustees.
4. The term "Carrier" shall mean an insurance company or other firm which contracts to provide benefits.



4. The term "Employer" shall mean each of the Districts' signatory to this Trust Agreement.
5. The term "Employee" as used in this Trust Agreement shall mean:
  - a. Any employee of a District with respect to whose employment a District is required to make contributions into the Trust;
  - b. Commissioners of a District for whom contributions to the extent authorized by the Districts under the CWPU Unified Insurance Program are made to the Trust; and
  - c. Persons who have elected or elect in the future to take retirement from an Employer and for whom contributions are received by the Trust in order to continue benefits coverage for such retirees if and to the extent such benefits continuance is authorized by the Districts under the CWPU Unified Insurance Program.
6. The term "Participant" shall mean any Employee or former Employee of Employer who is or may be eligible to receive a benefit of any type under the CWPU Unified Insurance Program or whose Beneficiaries may be eligible to receive any such benefit.
7. The term "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103.
7. The term "Beneficiary" shall mean a person designated by a Participant or who, by the terms of the plan of benefits established under the CWPU Unified Insurance Program (such as a dependent or member of the family of a Participant), is or may become entitled to a benefit thereunder.
8. The term "Trustees" or "Board of Trustees" shall mean the Trustees and Alternate Trustees designated pursuant to Article IV, Section 1 of this Trust Agreement, together with their successors designated and appointed in accordance with the terms of this Trust Agreement.
9. The terms "Trust" or "Trust Fund" or "Fund" shall mean the entire estate of the CWPU Unified Insurance Program Trust as it may from time to time be constituted including, but not limited to policies of insurance, contracts, investments, and the income from investments, Employer contributions, and any and all other assets, property or money received by or managed by the Trustees, as directed by the Districts, for the uses and purpose of this Trust.

10. The term "Plan" shall mean the program of benefits created by the Districts in the CWPU Unified Insurance Program and administered by the Trustees under the terms of this Trust Agreement.

### ARTICLE III

#### CREATION AND PURPOSES OF TRUST

This Trust and Trust Fund are created, established, and maintained and the Trustees agree to receive and hold the Trust Fund and administer the Trust and Trust Fund for the purposes of providing Benefits for Participants and Beneficiaries as now are, or as hereafter may be authorized and directed by the Districts in the CWPU Unified Insurance Program.

### ARTICLE IV

#### THE TRUSTEES

1. Number, Appointment, Term

The Trust and Trust Fund shall be administered by seven Trustees, one of whom shall be appointed by each of the seven Districts and who shall be at all times an Employee of that District. Seven Alternate Trustees shall be appointed, one by each District, who shall also be Employees of the District making the appointment. Each Alternate Trustee shall have full authority to act in the absence of the regular Trustee for the District which appoints the Alternate Trustee. The District which has designated a Trustee or Alternate Trustee shall select successor Trustees or Alternate Trustees whenever vacancies occur in their respective appointees. -A vacancy shall occur whenever a Trustee or Alternate Trustee resigns, is removed by the District which made the appointment, or by reason of death or incapacity.

2. Board of Trustees

The Board of Trustees includes Trustees and Alternate Trustees who shall be selected by their respective District on their expertise and experience in areas pertaining to the management of the Trust and decision-making authorities. The desired Board of Trustees structure includes at least one individual with expertise and experience in the areas of leadership, benefits administration, finance, and risk management.

23. Resignation and Removal

Whenever a District appoints or removes a Trustee or Alternate Trustee, written notice thereof shall be given to the Chair of the Board of Trustees. The appointment or removal shall be effective upon receipt of the notice, or the effective date stipulated in the notice, whichever is later. If possible, successor Trustees or Alternate Trustees shall be selected ensuring desired Board of Trustee structure is met.

34. Return of Trust Monies and Documents

Any Trustee or Alternate Trustee who resigns or is removed shall forthwith turn over to the Chair of the Board of Trustees all records, books, documents, monies, or other property in the possession or under the control of the Trustee which belongs to the Trust, or which were received by the Trustee in the capacity of Trustee.

45. Bonds and Insurance

~~The Districts or the~~ CWPU Unified Insurance Program Trust shall obtain bonds and insurance as may be required by law, or as they otherwise deem appropriate to conduct the business of the Trust.

56. Limitation of Liability of Trustees, Treasurer, Auditor, Assistant Treasurer / Auditor, or Benefits Program Administrator

No Trustee, Alternate Trustee, Treasurer, Auditor, Assistant Treasurer / Auditor, or Benefits Program Administrator shall incur any personal liability in connection with the administration of the Trust or Trust Fund except for such liability as may be imposed by law. No Trustee, Alternate Trustee, Treasurer, Auditor, Assistant Treasurer / Auditor, or Benefits Program Administrator shall be liable or responsible for anything done or committed in the administration of the Trust prior to the date the person holds such position. Further~~more~~, the Trustees, Treasurer, Auditor, Assistant Treasurer / Auditor, or Benefits Program Administrator shall not be liable for the acts or omissions of any investment manager, money manager, attorney, agent or other assistant employed by them in pursuance of this Trust Agreement if such investment manager, attorney, agent or assistant was selected pursuant to this Trust Agreement and the performance of such persons was periodically reviewed by the Trustees who found the performance to be satisfactory and in good faith.

67. Office

The principal business office of the Trust shall be located at the offices of the member District who employs the Benefits Program Administrator. In the absence of the Benefits Program Administrator the principal office of the Trust shall be located at the offices of Public Utility District No. 2 of Grant County, P.O. Box 878, Ephrata, WA 98823.

78. Officers

The Trustees shall elect either a Trustee or an Alternate Trustee as Chair and as Vice Chair to serve for a term of two (2) years; provided Trustees may stipulate a different term at the time of election of the officers, if deemed appropriate. In the absence of such election, the CWPU Chair and Vice Chair shall serve as CWPU Unified Insurance Program Trustee Chair and Vice Chair. The Chair shall preside at meetings of the Trustees and shall carry out such other duties as the Trustees shall assign to the Chair. The Vice Chair shall preside at meetings in the absence of the Chair. The Chair shall make appropriate arrangements for keeping minutes and records of meetings, proceedings, and actions taken by the Trustees. The Trustees shall designate an Auditor, a Treasurer, and a Benefits Program Administrator in the manner provided in, and to act pursuant to, Article V, Section 7.

98. Meetings

The Trustees shall establish a regular meeting schedule by resolution. Trustees shall hold at least four quarterly meetings each year, which shall be held at the time and place determined by the Trustees. Meetings shall be posted and held in accordance with Open Public Meeting Act (Chapter 42.30 RCW). The Chair or Vice Chair may cancel or reschedule a regular meeting or may call a special meeting by giving advance notice to the Trustees and in accordance with Open Public Meeting Act (Chapter 42.30 RCW).

~~The regular meetings of the Trust shall be~~

- ~~a) Monthly on the second Thursday of each month via electronic means such as conference call~~
- ~~b) Quarterly on the fourth Wednesday of the months of January, April, July, and October in person or via electronic means such as conference call.~~
- ~~c) Annually on the fourth Thursday of the month of July in person or via electronic means such as conference call.~~

~~The Chair or Vice Chair may cancel or reschedule a regular meeting by giving advance written notice of cancellation or rescheduling or of the time and place thereof to the Trustees and with public notification in accordance with the Open Public Meeting Act (Chapter 42.30 RCW).~~

~~The Chair or Vice Chair may call a special meeting of the Trustees at any time by giving at least twenty four (24) hours written notice of time and place to Trustees and with public notification in accordance with the Open Public Meeting Act (Chapter 42.30 RCW). Any such notice of special meeting shall be sufficient if sent by first-class mail or~~

~~by electronic means addressed to the Trustee at the address for that Trustee shown in the records of the Board of Trustees.~~

910. Quorum

To constitute a quorum at any regular or special meeting of the Board of Trustees, there must be present, in person or via electronic means such as conference call, five (5) Trustees (or Alternate Trustees) and there shall be no proxies. Except as otherwise provided in this Trust Agreement, any action to be taken by Trustees pursuant to this Trust Agreement shall be approved by at least five (5) votes.

ARTICLE V

POWERS AND DUTIES OF TRUSTEES

1. Fiduciary Responsibilities

~~Trustees have fiduciary responsibilities to act in the best interest of Beneficiaries of the Trust and to manage Trust assets prudently and with due diligence. Fiduciary decisions involve the ongoing administration and management of the Trust, including decisions related to investment strategies and plan administration. As fiduciaries, Trustees are responsible for maintaining compliance and adherence with applicable federal and state laws.~~

2. Plan Administration

~~Trustees shall have the responsibility of managing and administering the plans and determining eligibility for benefits under the CWPU UIP program. Trustees shall make recommendations to the Districts regarding proposed changes in plan benefits.~~

13. Contributions to the Trust Fund

Contributions shall be paid to the Trust Fund by each Employer in such amounts as are prescribed from time to time by the Trustees in the CWPU Unified Insurance Program. Each Employer, not the Trustees, shall be responsible for the collection and payment to the Trust of contributions required for Employees covered under the CWPU Unified Insurance Program.

24. Receipt of Contributions

The Trustees, or an Administrator or depository appointed by the Trustees, shall receive the contributions from each Employer. The payment of contributions shall be made periodically at such times, as the Trustees shall establish by appropriate rules consistent with the CWPU Unified Insurance Program. The Trustees shall have authority to

collect from any Employer unpaid or delinquent contributions and may establish and impose reasonable penalties for delinquency if such become advisable in the discretion of the Trustees.

35. Application of Contributions

The Trustees shall have authority to use and apply the contributions and any other income they receive, for the following purposes:

- a. To pay or provide for the payment and to establish reserves for the payment of all reasonable and necessary expenses, costs and fees incurred in the administration of this Trust, including ~~member\_Employee labor costs~~ Benefits Program Administrator related costs, in order to provide Benefits as specified from time to time in the CWPU Unified Insurance Program.
- b. To pay or provide for the payment and to establish reserves or reserve accounts for the payment of premiums or other charges on the policies of insurance or contracts mentioned in paragraph 4 of this Article V, which policies of insurance or contracts may be contracted for by and issued to the Trustees, or to the Trust Fund, as the Trustees may determine.
- c. To segregate, establish accounts for, and invest and reinvest such reserve funds as the Trustees in their discretion deem desirable in the proper execution of the Trust herein created.
- d. To pay for bonds and insurance as described in paragraph 4 of Article IV.
- e. To pay all other proper and necessary expenses incurred by any Trustee, not specified above, including the cost of defense in litigation arising out of the trusteeship of this Trust, to the extent permitted by law or in this Trust Agreement.
- f. To pay other expenses as authorized by the Trustees as long as such payments are in accordance with law.

In lieu of using Trust monies, Trustees shall have the authority to apply the cost sharing formula from the CWPU Interlocal Agreement to require Districts pay Employee, agent or consultant's administrative, legal, or other professional service Trust related expenses; provided further, each District shall have a right to refuse such billing and, if so refused by any District, the related expense for all Districts must be paid with Trust monies.

46. Providing for Benefits

The Trustees are expressly authorized to self-insure and/or negotiate for, obtain and maintain policies of insurance, contracts to provide the Benefits, or claims administration (including but not limited to Medical-Surgical-Hospital benefits, Prescription benefits, Vision benefits, Dental benefits, Life/ Accidental Death and Dismemberment benefits and Long-Term Disability Insurance benefits) which the Districts from time to time direct the Trustees to provide in order to carry out the Districts' obligations under the CWPU Unified Insurance Program. Such policies of insurance and contracts shall be in such forms and in such amounts and may contain such provisions, including the establishment of minimum premium arrangements and minimum premium accounts, and may be subject to such conditions and limitations as the Trustees in their discretion determine and shall cover those Participants and Beneficiaries as the Trustees are directed by the Districts to cover in accordance with the CWPU Unified Insurance Program. The Trustees may exercise all the rights and privileges granted to the policyholder or contracting party by each policy of insurance or contract and may agree with the Carrier to any alteration, modification or amendment of such policy of insurance or contract, and may take any action respecting each such policy of insurance or contract and the coverage provided thereunder which they deem advisable; ~~provided, however, that each policy of insurance or contract executed by the Trustees shall contain provisions whereby the claims of Participants or Beneficiaries covered in each District shall be administered under arrangements between that District, and/or that District's particular designee, and the Carrier and such claims shall not be administered by the Trustees.~~

57. Investments

The Trustees, or their designee, shall have power and authority to invest and reinvest Trust Funds, including reserves and funds in reserve accounts. The Trustees are authorized in their discretion to contract with and delegate to an investment or money manager the authority to invest and reinvest funds on a continuing basis. Investment of Trust Funds shall be in United States Government Securities and other public investment deposits insured by the FDIC, FSLIC and the Washington Public Deposit Protection Commissioner as otherwise allowed by law for public monies.

68. Deposits and Disbursements

All Trust Funds not invested shall be deposited by the Trustees in such depository or depositories as the Trustees shall from time to time select and any such deposit or deposits, or disbursements therefrom, shall be made in the name of the Trust



or in such other manner as the Trustees shall prescribe and upon the signature(s) of persons designated and authorized by the Trustees or, if so authorized by the Trustees, by the investment or money manager referred to in paragraph 5 of this Article V.

~~79.~~ Auditor, Treasurer, and Benefits Program Administrator

The Trustees shall designate an Auditor and a Treasurer as Co-Administrators, and may also designate an Assistant Auditor and Assistant Treasurer, if deemed appropriate, all of whom shall be Employees of member Districts and shall perform such administrative duties as are from time to time directed by the Trustees. The Trustees, at their discretion, may retain a Benefits Program Administrator to perform professional and administrative duties as directed by the Chair and Vice Chair. The Benefits Program Administrator shall be an Employee of member Districts.

~~810.~~ By-Laws, Regulations, Rules

The Trustees are hereby empowered and authorized to promulgate such by-laws, rules and regulations, not inconsistent with the terms of this Trust Agreement which, in their discretion, shall be deemed advisable for the proper administration of this Trust.

~~911.~~ Interpretations of this Trust Agreement and of Trustees' Rules and Regulations

The Trustees shall have authority to interpret any ambiguous provision of this Trust Agreement or of their own by-laws, rules and regulations and any interpretation adopted by the Trustees in good faith shall be binding upon all interested parties.

~~1012.~~ Examination of Employer Books and Records

The Trustees, or their authorized representative, may examine the records of an Employer whenever such examination is deemed advisable by the Trustees in connection with their administration of the Trust. The costs of such examination may be assessed against the Employer being examined, if the Employer is found at fault, and if the Trustees so direct.

~~1113.~~ Collection of Employer Contributions

The Trustees may create and distribute contribution forms for use by Employers in making their payments to the Trust and establish a periodic date on which payments, and the reports, if adopted, shall be due.



~~12~~14. Records and Audit

The Trustees shall maintain records of all transactions of the Trust. The Trustees shall make such reports as are required by law and shall also provide for periodic audits by the Washington State Auditor's Office, and/or an independent certified public accountant, and/or other authorized state agencies, as may be required by state law or by the Trustees. The results of all audits shall be ~~mailed~~ made available to the Districts' signatory to this Trust Agreement and to each Trustee, ~~and Alternate Trustee.~~

ARTICLE VI

WITHDRAWAL FROM TRUST

A District may withdraw from and terminate its participation in the Trust and its obligation to make contributions to the Trust Fund provided that notice of intent to withdraw by such District is given, in writing, to the Chair on or before the beginning of the CWPU Unified Insurance Program fiscal year, which commences January 1 annually, and will become effective at the end of the fiscal year succeeding such notice. A withdrawn member shall have no claim to, nor any right, title or interest in, any money or assets of or attributable to the CWPU Unified Insurance Program. The CWPU Unified Insurance Program Trust insurance policy contractual provisions shall apply to all claims by Employees of the withdrawing District incurred before the date of withdrawal.

ARTICLE VII

LIMITATIONS

1. Trustee, Treasurer, Auditor, Assistant Treasurer / Auditor, or Benefits Program Administrator Liabilities

No Trustee, ~~or~~ Treasurer, Auditor, Assistant Treasurer, Assistant ~~+~~ Auditor, or Benefits Program Administrator shall be personally liable for:

- a. Any liabilities or debts of the Trust;
- b. Any error of judgment or for any loss arising out of an act or omission in the carrying out of this Trust Agreement, so long as the Trustee, Treasurer, Auditor, Assistant Treasurer, + ~~Assistant~~ Auditor, or Benefits Program Administrator acted in good faith and without gross negligence;

- c. The acts or omissions (whether performed at the request of the Trustees or not) of any other Trustee, ~~or of any~~ Treasurer, Auditor, Assistant Treasurer, ~~Assistant~~ Auditor, Benefits Program Administrator, Administrator, Employee, agent, consultant, or attorney appointed by or acting for the Trustees.

However, nothing provided herein shall exempt any Trustee from personal liability arising out of ~~his/her~~ their own willful misconduct, bad faith or gross negligence.

## 2. District Liabilities

None of the Districts executing this Trust Agreement, nor any participating Employer nor any Employee, shall be responsible for any liabilities or debts of the Trust Fund. Likewise, the Trust Fund shall not be responsible for any liabilities or debts of any such Districts or persons or for the failure of any Employer to collect and remit to the Trust Fund the contributions required to be paid by the Employer to the Trust Fund.

## 3. District Rights

Except as specifically provided for herein or in the policies of insurance and contracts entered into by the Trustees to carry out the CWPU Unified Insurance Program, none of the Districts executing this Trust Agreement, nor any participating Employer or any Employee, or ~~his/her~~ their family or dependents, shall have any right, title or interest in or to the Trust Fund, or in or to the contributions, or in or to the Benefits provided.

No Employee, Participant, or Beneficiary, shall be entitled to receive any part of the contributions in lieu of the Benefits provided by the policies of insurance or contracts entered into by the Trustees to carry out the CWPU Unified Insurance Program, nor shall an Employee who does not qualify for Benefits have any claim to the contributions which may have been paid on ~~his/her~~ their behalf.

## 4. Protection of Trust Funds. Contributions and Benefits

No part of the Trust Fund, or the contributions, or the Benefits payable under the policies of insurance or contract entered into by the Trustees with Carriers to carry out the CWPU Unified Insurance Program, shall be subject in any manner, by an Employee, Participant, Beneficiary, or their family or dependents, to anticipation, garnishment, attachment, alienation, sale, transfer, assignment, encumbrance, lien or charge, and any attempt to cause the same to be subject thereto shall be null and void.

ARTICLE VIII

MISCELLANEOUS

1. Application of Law

The undersigned Districts are executing this Trust Agreement, which cancels and supersedes all previous CWPU Unified Insurance Program Trust Agreements, with the intention of establishing a Trust which complies with all applicable provisions of the laws. The Districts intend that all questions pertaining to the validity, construction and administration of this Trust Agreement shall be determined in accordance with the Laws of the State of Washington where applicable.

2. Data Use Agreement

Districts shall execute data use agreement for the purpose of obtaining access to protected health information (PHI) for use in its delegated administration of the operations of CWPU Unified Insurance Program. In accordance with HIPAA privacy, security, and breach notification rules, Districts shall only use and disclose PHI as permitted by the Data Use Agreement or as required by law, use appropriate safeguards to protect electronic and non-electronic PHI, and report unauthorized use or disclosure of PHI.

32. Amendments

The provisions of this Trust Agreement may be amended or modified by an instrument in writing approved and executed by at least five (5) of the Trustees and approved by at least five (5) of the Districts. All Employers, Employees, Participants and Beneficiaries shall be bound by such amendments or modifications.

43. Instructions from CWPU

Subject to Article V.1 and V.2 of these Bylaws, in carrying out instructions from the Districts in connection with the CWPU Unified Insurance Program, the Trustees may act in reliance upon instructions from CWPU given to the Trustees by the Chair of CWPU (or Vice Chair of CWPU in absence of the Chair) or by such other person or persons as CWPU may designate to the Trustees in writing as having such authority.

54. Each District Shall Pay the Cost of Their Representative Trustee

Each of the Districts shall pay the cost associated with their respective Trustee representatives to the CWPU Unified Insurance Program Trust, except that the costs

associated with hosting meetings may be submitted for reimbursement according to Article V, Section 3 (a).

65. Regulations

The Districts and their Representative/Trustees agree to abide by all applicable laws and regulations. The Washington Public Records Act (Chapter 42.56 RCW) shall apply to the books and records of the CWPU Unified Insurance Program Trust.

76. Indemnification

Each District agrees to ~~I~~ndemnify the CWPU Unified Insurance Program Trust, the Trustees, ~~and Co-Administrators~~, Treasurer, ~~and~~ Auditor, Assistant Treasurer, ~~Assistant~~ Auditor, and Benefits Program Administrator for claims made against the CWPU Unified Insurance Program Trust and the other Districts and their representative Trustees arising out of the actions and activities of a District or its representative Trustee.

87. Posting

Each District agrees to file this Agreement with the Districts' County Auditor or to post this Agreement on the District's website or other electronically retrievable public source as authorized by RCW 39.34.040.

98. Purpose

The Districts agree that the purpose of this Interlocal Cooperation Agreement and Declaration of Trust is to make a more efficient and economic use of their resources in the interest of providing service to the public, as authorized by Title 54 RCW.

ARTICLE IX

TERMINATION

This Trust Agreement shall continue in existence until such time as it is terminated by an instrument in writing executed by the Trustees and approved by a majority of the Districts. Upon the termination of this Trust Agreement, any and all funds remaining, after the payment of expenses, shall be used for the continuance of the Benefits provided by the then existing policies of insurance and contracts with Carriers until such commitments have been carried out. Any surplus remaining after the obligations of the Trust Fund have been carried out in full shall be returned to the

Agenda Item 13, Attachment A

Districts based upon the number of eligible participating Employees of the District in the Trust Fund program as of the date of termination of this Trust Agreement.

ARTICLE X

SEVERABILITY

If any provision of this Trust Agreement or of the contracts or policies of insurance entered into by the Trustees with Carriers to provide Benefits under the CWPU Unified Insurance Program is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of this Trust Agreement or of the contracts or policies of insurance with the Carriers, unless such illegality or invalidity prevents accomplishment of the purposes of this Trust Agreement or of the CWPU Unified Insurance Program.

IN WITNESS WHEREOF, the Districts, the Trustees and the Alternate Trustees have caused this Agreement and Declaration of Trust to be effective this ~~1st~~xx day of ~~Augustxxxxx~~, ~~2019xxxx~~.

Agenda Item 13, Attachment A

DISTRICTS:

Public Utility District No. 1 of Benton County (Benton)

By \_\_\_\_\_  
Its \_\_\_\_\_

Public Utility District No. 1 of Douglas County (Douglas)

By \_\_\_\_\_  
Its \_\_\_\_\_

Public Utility District No. 1 of Ferry County (Ferry)

By \_\_\_\_\_  
Its \_\_\_\_\_

Public Utility District No. 1 of Franklin County (Franklin)

By \_\_\_\_\_  
Its \_\_\_\_\_

Public Utility District No. 2 of Grant County (Grant)

By \_\_\_\_\_  
Its \_\_\_\_\_

Public Utility District No. 1 of Okanogan County (Okanogan)

By \_\_\_\_\_  
Its \_\_\_\_\_

Public Utility District No. 1 of Pend Oreille County (Pend Oreille)

By \_\_\_\_\_  
Its \_\_\_\_\_

## **RESOLUTION 1419**

### **A RESOLUTION OF THE BOARD OF COMMISSIONERS OF PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY, WASHINGTON**

#### **AUTHORIZING THE GENERAL MANAGER/CEO OR HIS DESIGNEE TO EXECUTE A REVISED INTERLOCAL AGREEMENT ESTABLISHING THE CENTRAL WASHINGTON PUBLIC UTILITIES UNIFIED INSURANCE PROGRAM TRUST AND SUPERSEDING RESOLUTION 1321**

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WHEREAS, the Public Utility District No. 1 of Franklin County (the District) is a member of the Central Washington Public Utilities Administration Agency (CWPU), and

WHEREAS, the Board of Commissioners (the Commission) of the District authorized the General Manager/CEO or his designee by Resolution 1325 adopted August 27, 2019, to execute an interlocal agreement with members of the CWPU for the purpose of collective bargaining and its related issues, and

WHEREAS, the Public Utility Districts organized within CWPU have established the CWPU Unified Insurance Program Trust (UIP) by signing an Agreement and Declaration of Trust, the purpose of which is to provide for the uniform administration of the group insurance programs of those Districts, and

WHEREAS, the CWPU members have revised the current CWPU Unified Insurance Program Agreement and Declaration of Trust in place to include the addition of various definitions, trustee selection and responsibilities, and changes to administrative processes; and

WHEREAS, the CWPU members will continue to bargain collectively for the Unified Insurance Program (UIP), and

WHEREAS, the Revised Code of Washington 39.34 provides that interlocal agreements for joint or cooperative action by public agencies be authorized by the Commission, now therefore

BE IT RESOLVED that the General Manager/CEO or designee is authorized to execute the revised Interlocal Cooperation Agreement establishing the Central Washington Public Utilities Unified Insurance Program Trust and Declaration of Trust, in substantially the form attached hereto as Exhibit A of the Resolution, which will become effective upon all members signing.

BE IT FURTHER RESOLVED that Resolution 1321 is superseded.

ADOPTED by the Board of Commissioners of Public Utility District No. 1 of Franklin County at an open public meeting this 10<sup>th</sup> day of December 2024.

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Stuart Nelson, President

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Roger Wright, Vice President

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William Gordon, Secretary



**INTERLOCAL COOPERATION AGREEMENT**  
**Establishing the**  
**CWPU UNIFIED INSURANCE PROGRAM TRUST**  
**and**  
**DECLARATION OF TRUST**

WHEREAS, this is an interlocal cooperation agreement prepared pursuant to the authority provided under Chapter 39.34 RCW.

WHEREAS, the following public utility districts signatory to this Agreement and Declaration of Trust are municipal corporations of the State of Washington organized and existing under the provisions of RCW Chapter 54:

Public Utility District No. 1 of Benton County (Benton);  
Public Utility District No. 1 of Douglas County (Douglas);  
Public Utility District No. 1 of Ferry County (Ferry);  
Public Utility District No. 1 of Franklin County (Franklin);  
Public Utility District No. 2 of Grant County (Grant);  
Public Utility District No. 1 of Okanogan County (Okanogan);  
Public Utility District No. 1 of Pend Oreille County (Pend Oreille);

and

WHEREAS, the aforesaid Districts have established a program known as Central Washington Public Utilities (CWPU) Unified Insurance Program (hereafter "CWPU Unified Insurance Program"), the purpose of which is to provide for the uniform administration of the group insurance programs of said Districts; and

WHEREAS, the CWPU Unified Insurance Program Benefits currently include Medical-Surgical-Hospital benefits, Prescription benefits, Vision benefits, Dental benefits, Life/ Accidental Death and Dismemberment benefits and Long-Term Disability Insurance benefits for those employees of the Districts and others eligible to participate; and

WHEREAS, the aforesaid Districts desire to create and by this Agreement and Declaration of Trust do create a trust for the purpose of performing certain functions, as herein described, in administering the CWPU Unified Insurance Program and in providing the aforesaid Benefits;

NOW, THEREFORE, it is hereby agreed by and between the undersigned Districts as follows:

ARTICLE I

NAME

These Districts create by this Agreement and Declaration of Trust (hereafter called "Trust Agreement") an entity to be known as the "CWPU Unified Insurance Program Trust." The Trustees may hold property, enter into contracts, open accounts, and in all matters conduct the business and act on behalf of the Trust, as directed by the Districts.

ARTICLE II

DEFINITIONS

The following definitions shall apply in this Trust Agreement:

1. The term "District" shall mean any one of the above named Public Utility Districts and the term "Districts" shall mean all of the seven above named Public Utility Districts which are signatory to this Trust Agreement.
2. The term "Benefits" shall mean the Medical-Surgical-Hospital benefits, Prescription benefits, Vision benefits, Dental benefits, Life/ Accidental Death and Dismemberment benefits and Long-Term Disability Insurance benefits as they are now being provided by the Districts or as such benefits may hereafter be modified by direction of the Districts to the Trustees and shall also include such other benefits as the Districts shall in the future direct the Trustees to provide by self-insurance or by contract with the Carrier or Carriers to be selected by the Trustees.
3. The term "Co-Administrator" shall mean appointed Treasurer and Auditor who have equal authority to make decisions regarding the management, investment, and distribution of Trust assets as directed by the Board of Trustees.
4. The term "Carrier" shall mean an insurance company or other firm which contracts to provide benefits.
5. The term "Employer" shall mean each of the Districts' signatory to this Trust Agreement.
6. The term "Employee" as used in this Trust Agreement shall mean:
  - a. Any employee of a District with respect to whose employment a District is required to make contributions into the Trust;

- b. Commissioners of a District for whom contributions to the extent authorized by the Districts under the CWPU Unified Insurance Program are made to the Trust; and
  - c. Persons who have elected or elect in the future to take retirement from an Employer and for whom contributions are received by the Trust in order to continue benefits coverage for such retirees if and to the extent such benefits continuance is authorized by the Districts under the CWPU Unified Insurance Program.
- 7. The term "Participant" shall mean any Employee or former Employee of Employer who is or may be eligible to receive a benefit of any type under the CWPU Unified Insurance Program or whose Beneficiaries may be eligible to receive any such benefit.
  - 8. The term "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR [§ 160.103](#).
  - 9. The term "Beneficiary" shall mean a person designated by a Participant or who, by the terms of the plan of benefits established under the CWPU Unified Insurance Program (such as a dependent or member of the family of a Participant), is or may become entitled to a benefit thereunder.
  - 10. The term "Trustees" or "Board of Trustees" shall mean the Trustees and Alternate Trustees designated pursuant to Article IV, Section 1 of this Trust Agreement, together with their successors designated and appointed in accordance with the terms of this Trust Agreement.
  - 11. The terms "Trust" or "Trust Fund" or "Fund" shall mean the entire estate of the CWPU Unified Insurance Program Trust as it may from time to time be constituted including, but not limited to policies of insurance, contracts, investments, and the income from investments, Employer contributions, and any and all other assets, property or money received by or managed by the Trustees, as directed by the Districts, for the uses and purpose of this Trust.
  - 12. The term "Plan" shall mean the program of benefits created by the Districts in the CWPU Unified Insurance Program and administered by the Trustees under the terms of this Trust Agreement.

### ARTICLE III

#### CREATION AND PURPOSES OF TRUST

This Trust and Trust Fund are created, established, and maintained and the Trustees agree to receive and hold the Trust Fund and administer the Trust and Trust Fund for the purposes of providing Benefits for Participants and Beneficiaries as now are, or as hereafter may be authorized and directed by the Districts in the CWPU Unified Insurance Program.

### ARTICLE IV

#### THE TRUSTEES

##### 1. Number, Appointment, Term

The Trust and Trust Fund shall be administered by seven Trustees, one of whom shall be appointed by each of the seven Districts and who shall be at all times an Employee of that District. Seven Alternate Trustees shall be appointed, one by each District, who shall also be Employees of the District making the appointment. Each Alternate Trustee shall have full authority to act in the absence of the regular Trustee for the District which appoints the Alternate Trustee. The District which has designated a Trustee or Alternate Trustee shall select successor Trustees or Alternate Trustees whenever vacancies occur in their respective appointees. A vacancy shall occur whenever a Trustee or Alternate Trustee resigns, is removed by the District which made the appointment, or by reason of death or incapacity.

##### 2. Board of Trustees

The Board of Trustees includes Trustees and Alternate Trustees who shall be selected by their respective District on their expertise and experience in areas pertaining to the management of the Trust and decision-making authorities. The desired Board of Trustees structure includes at least one individual with expertise and experience in the areas of leadership, benefits administration, finance, and risk management.

##### 3. Resignation and Removal

Whenever a District appoints or removes a Trustee or Alternate Trustee, written notice thereof shall be given to the Chair of the Board of Trustees. The appointment or removal shall be effective upon receipt of the notice, or the effective date stipulated in the notice, whichever is later. If possible, successor Trustees or Alternate Trustees shall be selected ensuring desired Board of Trustee structure is met.

4. Return of Trust Monies and Documents

Any Trustee or Alternate Trustee who resigns or is removed shall forthwith turn over to the Chair of the Board of Trustees all records, books, documents, monies, or other property in the possession or under the control of the Trustee which belongs to the Trust, or which were received by the Trustee in the capacity of Trustee.

5. Bonds and Insurance

CWPU Unified Insurance Program Trust shall obtain bonds and insurance as may be required by law, or as they otherwise deem appropriate to conduct the business of the Trust.

6. Limitation of Liability of Trustees, Treasurer, Auditor, Assistant Treasurer / Auditor, or Benefits Program Administrator

No Trustee, Alternate Trustee, Treasurer, Auditor, Assistant Treasurer / Auditor, or Benefits Program Administrator shall incur any personal liability in connection with the administration of the Trust or Trust Fund except for such liability as may be imposed by law. No Trustee, Alternate Trustee, Treasurer, Auditor, Assistant Treasurer / Auditor, or Benefits Program Administrator shall be liable or responsible for anything done or committed in the administration of the Trust prior to the date the person holds such position. Furthermore, the Trustees, Treasurer, Auditor, Assistant Treasurer / Auditor, or Benefits Program Administrator shall not be liable for the acts or omissions of any investment manager, money manager, attorney, agent or other assistant employed by them in pursuance of this Trust Agreement if such investment manager, attorney, agent or assistant was selected pursuant to this Trust Agreement and the performance of such persons was periodically reviewed by the Trustees who found the performance to be satisfactory and in good faith.

7. Office

The principal business office of the Trust shall be located at the offices of the member District who employs the Benefits Program Administrator. In the absence of the Benefits Program Administrator the principal office of the Trust shall be located at the offices of Public Utility District No. 2 of Grant County, P.O. Box 878, Ephrata, WA 98823.

8. Officers

The Trustees shall elect either a Trustee or an Alternate Trustee as Chair and as Vice Chair to serve for a term of two (2) years; provided Trustees may stipulate a different term at the time of election of the officers, if deemed appropriate. In the absence of such election, the CWPU Chair and Vice Chair shall serve as CWPU Unified Insurance

Program Trustee Chair and Vice Chair. The Chair shall preside at meetings of the Trustees and shall carry out such other duties as the Trustees shall assign to the Chair. The Vice Chair shall preside at meetings in the absence of the Chair. The Chair shall make appropriate arrangements for keeping minutes and records of meetings, proceedings, and actions taken by the Trustees. The Trustees shall designate an Auditor, a Treasurer, and a Benefits Program Administrator in the manner provided in, and to act pursuant to, Article V, Section 7.

9. Meetings

The Trustees shall establish a regular meeting schedule by resolution. Trustees shall hold at least four quarterly meetings each year, which shall be held at the time and place determined by the Trustees. Meetings shall be posted and held in accordance with Open Public Meeting Act (Chapter 42.30 RCW). The Chair or Vice Chair may cancel or reschedule a regular meeting or may call a special meeting by giving advance notice to the Trustees and in accordance with Open Public Meeting Act (Chapter 42.30 RCW).

10. Quorum

To constitute a quorum at any regular or special meeting of the Board of Trustees, there must be present, in person or via electronic means such as conference call, five (5) Trustees (or Alternate Trustees) and there shall be no proxies. Except as otherwise provided in this Trust Agreement, any action to be taken by Trustees pursuant to this Trust Agreement shall be approved by at least five (5) votes.

ARTICLE V

POWERS AND DUTIES OF TRUSTEES

1. Fiduciary Responsibilities

Trustees have fiduciary responsibilities to act in the best interest of Beneficiaries of the Trust and to manage Trust assets prudently and with due diligence. Fiduciary decisions involve the ongoing administration and management of the Trust, including decisions related to investment strategies and plan administration. As fiduciaries, Trustees are responsible for maintaining compliance and adherence with applicable federal and state laws.

2. Plan Administration

Trustees shall have the responsibility of managing and administering the plans and determining eligibility for benefits under the CWPU UIP program. Trustees shall make recommendations to the Districts regarding proposed changes in plan benefits.

3. Contributions to the Trust Fund

Contributions shall be paid to the Trust Fund by each Employer in such amounts as are prescribed from time to time by the Trustees in the CWPU Unified Insurance Program. Each Employer, not the Trustees, shall be responsible for the collection and payment to the Trust of contributions required for Employees covered under the CWPU Unified Insurance Program.

4. Receipt of Contributions

The Trustees, or an Administrator or depository appointed by the Trustees, shall receive the contributions from each Employer. The payment of contributions shall be made periodically at such times, as the Trustees shall establish by appropriate rules consistent with the CWPU Unified Insurance Program. The Trustees shall have authority to collect from any Employer unpaid or delinquent contributions and may establish and impose reasonable penalties for delinquency if such become advisable in the discretion of the Trustees.

5. Application of Contributions

The Trustees shall have authority to use and apply the contributions and any other income they receive, for the following purposes:

- a. To pay or provide for the payment and to establish reserves for the payment of all reasonable and necessary expenses, costs and fees incurred in the administration of this Trust, including Benefits Program Administrator related costs in order to provide Benefits as specified from time to time in the CWPU Unified Insurance Program.
- b. To pay or provide for the payment and to establish reserves or reserve accounts for the payment of premiums or other charges on the policies of insurance or contracts mentioned in paragraph 4 of this Article V, which policies of insurance or contracts may be contracted for by and issued to the Trustees, or to the Trust Fund, as the Trustees may determine.
- c. To segregate, establish accounts for, and invest and reinvest such reserve funds as the Trustees in their discretion deem desirable in the proper execution of the Trust herein created.
- d. To pay for bonds and insurance as described in paragraph 4 of Article IV.

- e. To pay all other proper and necessary expenses incurred by any Trustee, not specified above, including the cost of defense in litigation arising out of the trusteeship of this Trust, to the extent permitted by law or in this Trust Agreement.
- f. To pay other expenses as authorized by the Trustees as long as such payments are in accordance with law.

In lieu of using Trust monies, Trustees shall have the authority to apply the cost sharing formula from the CWPU Interlocal Agreement to require Districts pay Employee, agent or consultant's administrative, legal, or other professional service Trust related expenses; provided further, each District shall have a right to refuse such billing and, if so refused by any District, the related expense for all Districts must be paid with Trust monies.

6. Providing for Benefits

The Trustees are expressly authorized to self-insure and/or negotiate for, obtain and maintain policies of insurance, contracts to provide the Benefits, or claims administration (including but not limited to Medical-Surgical-Hospital benefits, Prescription benefits, Vision benefits, Dental benefits, Life/ Accidental Death and Dismemberment benefits and Long-Term Disability Insurance benefits) which the Districts from time to time direct the Trustees to provide in order to carry out the Districts' obligations under the CWPU Unified Insurance Program. Such policies of insurance and contracts shall be in such forms and in such amounts and may contain such provisions, including the establishment of minimum premium arrangements and minimum premium accounts, and may be subject to such conditions and limitations as the Trustees in their discretion determine and shall cover those Participants and Beneficiaries as the Trustees are directed by the Districts to cover in accordance with the CWPU Unified Insurance Program. The Trustees may exercise all the rights and privileges granted to the policyholder or contracting party by each policy of insurance or contract and may agree with the Carrier to any alteration, modification or amendment of such policy of insurance or contract and may take any action respecting each such policy of insurance or contract and the coverage provided thereunder which they deem advisable.

7. Investments

The Trustees, or their designee, shall have power and authority to invest and reinvest Trust Funds, including reserves and funds in reserve accounts. The Trustees



are authorized in their discretion to contract with and delegate to an investment or money manager the authority to invest and reinvest funds on a continuing basis. Investment of Trust Funds shall be in United States Government Securities and other public investment deposits insured by the FDIC, FSLIC and the Washington Public Deposit Protection Commissioner as otherwise allowed by law for public monies.

8. Deposits and Disbursements

All Trust Funds not invested shall be deposited by the Trustees in such depository or depositories as the Trustees shall from time to time select and any such deposit or deposits, or disbursements therefrom, shall be made in the name of the Trust or in such other manner as the Trustees shall prescribe and upon the signature(s) of persons designated and authorized by the Trustees or, if so authorized by the Trustees, by the investment or money manager referred to in paragraph 5 of this Article V.

9. Auditor, Treasurer, and Benefits Program Administrator

The Trustees shall designate an Auditor and a Treasurer as Co-Administrators, and may also designate an Assistant Auditor and Assistant Treasurer, if deemed appropriate, all of whom shall be Employees of member Districts and shall perform such administrative duties as are from time to time directed by the Trustees. The Trustees, at their discretion, may retain a Benefits Program Administrator to perform professional and administrative duties as directed by the Chair and Vice Chair. The Benefits Program Administrator shall be an Employee of member Districts.

10. By-Laws, Regulations, Rules

The Trustees are hereby empowered and authorized to promulgate such by-laws, rules and regulations, not inconsistent with the terms of this Trust Agreement which, in their discretion, shall be deemed advisable for the proper administration of this Trust.

11. Interpretations of this Trust Agreement and of Trustees' Rules and Regulations

The Trustees shall have authority to interpret any ambiguous provision of this Trust Agreement or of their own by-laws, rules and regulations and any interpretation adopted by the Trustees in good faith shall be binding upon all interested parties.

12. Examination of Employer Books and Records

The Trustees, or their authorized representative, may examine the records of an Employer whenever such examination is deemed advisable by the Trustees in connection with their administration of the Trust. The costs of such examination may

be assessed against the Employer being examined, if the Employer is found at fault, and if the Trustees so direct.

13. Collection of Employer Contributions

The Trustees may create and distribute contribution forms for use by Employers in making their payments to the Trust and establish a periodic date on which payments, and the reports, if adopted, shall be due.

14. Records and Audit

The Trustees shall maintain records of all transactions of the Trust. The Trustees shall make such reports as are required by law and shall also provide for periodic audits by the Washington State Auditor's Office, and/or an independent certified public accountant, and/or other authorized state agencies, as may be required by state law or by the Trustees. The results of all audits shall be made available to the Districts' signatory to this Trust Agreement and to each Trustee.

ARTICLE VI

WITHDRAWAL FROM TRUST

A District may withdraw from and terminate its participation in the Trust and its obligation to make contributions to the Trust Fund provided that notice of intent to withdraw by such District is given, in writing, to the Chair on or before the beginning of the CWPU Unified Insurance Program fiscal year, which commences January 1 annually, and will become effective at the end of the fiscal year succeeding such notice. A withdrawn member shall have no claim to, nor any right, title or interest in, any money or assets of or attributable to the CWPU Unified Insurance Program. The CWPU Unified Insurance Program Trust insurance policy contractual provisions shall apply to all claims by Employees of the withdrawing District incurred before the date of withdrawal.

ARTICLE VII

LIMITATIONS

1. Trustee, Treasurer, Auditor, Assistant Treasurer / Auditor, or Benefits Program Administrator Liabilities

No Trustee, Treasurer, Auditor, Assistant Treasurer, Assistant Auditor, or Benefits Program Administrator shall be personally liable for:

- a. Any liabilities or debts of the Trust;
- b. Any error of judgment or for any loss arising out of an act or omission in the carrying out of this Trust Agreement, so long as the Trustee, Treasurer, Auditor, Assistant Treasurer, Assistant Auditor, or Benefits Program Administrator acted in good faith and without gross negligence;
- c. The acts or omissions (whether performed at the request of the Trustees or not) of any other Trustee, Treasurer, Auditor, Assistant Treasurer, Assistant Auditor, Benefits Program Administrator, Administrator, Employee, agent, consultant, or attorney appointed by or acting for the Trustees.

However, nothing provided herein shall exempt any Trustee from personal liability arising out of their own willful misconduct, bad faith or gross negligence.

2. District Liabilities

None of the Districts executing this Trust Agreement, nor any participating Employer nor any Employee, shall be responsible for any liabilities or debts of the Trust Fund. Likewise, the Trust Fund shall not be responsible for any liabilities or debts of any such Districts or persons or for the failure of any Employer to collect and remit to the Trust Fund the contributions required to be paid by the Employer to the Trust Fund.

3. District Rights

Except as specifically provided for herein or in the policies of insurance and contracts entered into by the Trustees to carry out the CWPU Unified Insurance Program, none of the Districts executing this Trust Agreement, nor any participating Employer or any Employee, or their family or dependents, shall have any right, title or interest in or to the Trust Fund, or in or to the contributions, or in or to the Benefits provided.

No Employee, Participant, or Beneficiary, shall be entitled to receive any part of the contributions in lieu of the Benefits provided by the policies of insurance or contracts entered into by the Trustees to carry out the CWPU Unified Insurance Program, nor shall an Employee who does not qualify for Benefits have any claim to the contributions which may have been paid on their behalf.

4. Protection of Trust Funds. Contributions and Benefits

No part of the Trust Fund, or the contributions, or the Benefits payable under the policies of insurance or contract entered into by the Trustees with Carriers to carry out the CWPU Unified Insurance Program, shall be subject in any manner, by an Employee, Participant, Beneficiary, or their family or dependents, to anticipation, garnishment, attachment, alienation, sale, transfer, assignment, encumbrance, lien or charge, and any attempt to cause the same to be subject thereto shall be null and void.

ARTICLE VIII

MISCELLANEOUS

1. Application of Law

The undersigned Districts are executing this Trust Agreement, which cancels and supersedes all previous CWPU Unified Insurance Program Trust Agreements, with the intention of establishing a Trust which complies with all applicable provisions of the laws. The Districts intend that all questions pertaining to the validity, construction and administration of this Trust Agreement shall be determined in accordance with the Laws of the State of Washington where applicable.

2. Data Use Agreement

Districts shall execute data use agreement for the purpose of obtaining access to protected health information (PHI) for use in its delegated administration of the operations of CWPU Unified Insurance Program. In accordance with HIPAA privacy, security, and breach notification rules, Districts shall only use and disclose PHI as permitted by the Data Use Agreement or as required by law, use appropriate safeguards to protect electronic and non-electronic PHI, and report unauthorized use or disclosure of PHI.

3. Amendments

The provisions of this Trust Agreement may be amended or modified by an instrument in writing approved and executed by at least five (5) of the Trustees and approved by at least five (5) of the Districts. All Employers, Employees, Participants and Beneficiaries shall be bound by such amendments or modifications.

4. Instructions from CWPU

Subject to Article V.1 and V.2 of these Bylaws, in carrying out instructions from the Districts in connection with the CWPU Unified Insurance Program, the Trustees may act in reliance upon instructions from CWPU given to the Trustees by the Chair of CWPU (or Vice Chair of CWPU in absence of the Chair) or by such other person or persons as CWPU may designate to the Trustees in writing as having such authority.

5. Each District Shall Pay the Cost of Their Representative Trustee

Each of the Districts shall pay the cost associated with their respective Trustee representatives to the CWPU Unified Insurance Program Trust, except that the costs

associated with hosting meetings may be submitted for reimbursement according to Article V, Section 3 (a).

6. Regulations

The Districts and their Representative/Trustees agree to abide by all applicable laws and regulations. The Washington Public Records Act (Chapter 42.56 RCW) shall apply to the books and records of the CWPU Unified Insurance Program Trust.

7. Indemnification

Each District agrees to indemnify the CWPU Unified Insurance Program Trust, the Trustees, , Treasurer, Auditor, Assistant Treasurer, Assistant Auditor, and Benefits Program Administrator for claims made against the CWPU Unified Insurance Program Trust and the other Districts and their representative Trustees arising out of the actions and activities of a District or its representative Trustee.

8. Posting

Each District agrees to file this Agreement with the Districts' County Auditor or to post this Agreement on the District's website or other electronically retrievable public source as authorized by RCW 39.34.040.

9. Purpose

The Districts agree that the purpose of this Interlocal Cooperation Agreement and Declaration of Trust is to make a more efficient and economic use of their resources in the interest of providing service to the public, as authorized by Title 54 RCW.

ARTICLE IX

TERMINATION

This Trust Agreement shall continue in existence until such time as it is terminated by an instrument in writing executed by the Trustees and approved by a majority of the Districts. Upon the termination of this Trust Agreement, any and all funds remaining, after the payment of expenses, shall be used for the continuance of the Benefits provided by the then existing policies of insurance and contracts with Carriers until such commitments have been carried out. Any surplus remaining after the obligations of the Trust Fund have been carried out in full shall be returned to the Districts based upon the number of eligible participating Employees of the District in the Trust Fund program as of the date of termination of this Trust Agreement.

ARTICLE X

SEVERABILITY

If any provision of this Trust Agreement or of the contracts or policies of insurance entered into by the Trustees with Carriers to provide Benefits under the CWPU Unified Insurance Program is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of this Trust Agreement or of the contracts or policies of insurance with the Carriers, unless such illegality or invalidity prevents accomplishment of the purposes of this Trust Agreement or of the CWPU Unified Insurance Program.

IN WITNESS WHEREOF, the Districts, the Trustees and the Alternate Trustees have caused this Agreement and Declaration of Trust to be effective this xx day of xxxxx, xxxx.

DISTRICTS:

Public Utility District No. 1 of Benton County (Benton)

By \_\_\_\_\_  
Its \_\_\_\_\_

Public Utility District No. 1 of Douglas County (Douglas)

By \_\_\_\_\_  
Its \_\_\_\_\_

Public Utility District No. 1 of Ferry County (Ferry)

By \_\_\_\_\_  
Its \_\_\_\_\_

Public Utility District No. 1 of Franklin County (Franklin)

By \_\_\_\_\_  
Its \_\_\_\_\_

Public Utility District No. 2 of Grant County (Grant)

By \_\_\_\_\_  
Its \_\_\_\_\_

Public Utility District No. 1 of Okanogan County (Okanogan)

By \_\_\_\_\_  
Its \_\_\_\_\_

Public Utility District No. 1 of Pend Oreille County (Pend Oreille)

By \_\_\_\_\_  
Its \_\_\_\_\_



## AGENDA ITEM 14

Franklin PUD Commission Meeting Packet

Agenda Item Summary

**Presenter:** Victor Fuentes

**Engineering & Operations Senior Director**

**Date:** December 10, 2024

☐

REPORTING ONLY

☐

FOR DISCUSSION

☒

**ACTION REQUIRED**

### 1. OBJECTIVE:

Authorizing the General Manager/CEO or his Designee to Execute a Contract Extension with Boyd's Tree Services LLC for Tree Trimming Services.

### 2. BACKGROUND:

In August 2023, the District entered into contract with Boyd's Tree Services LLC to furnish hourly labor and equipment needed to create clearance for power lines by trimming and removing trees within District boundaries. The term of the contract was for one year.

Paragraph 15 of the contract allows for up to two additional twelve-month extensions. There are two extensions available.

Staff is seeking to use the first available contract extension. The extension will authorize year two funding for up to \$290,000, effective January 1, 2025 through December 31, 2025. The hourly rates will be adjusted on January 1, 2025 in accordance with the Northwest Line Chapter NECA/IBEW Local 77 Agreement; however, that adjustment will not affect the total not-to-exceed amount of the contract.

Staff recommends that the Commission authorize the General Manager/CEO or his designee to execute a contract extension with Boyd's Tree Services LLC, for year two funding in the amount not to exceed \$290,000.

### 3. SUGGESTED MOTION:

I move to authorize the General Manager/CEO or his designee to execute a contract extension with Boyd's Tree Services LLC, for year two funding, effective January 1, 2025 through December 31, 2025, in the amount not to exceed \$290,000.

## AGENDA ITEM 15

Franklin PUD Commission Meeting Packet

Agenda Item Summary

<b>Presenter:</b>	<b>Victor Fuentes</b>	<input type="checkbox"/>	REPORTING ONLY
	<b>Engineering &amp; Operations Senior Director</b>	<input type="checkbox"/>	FOR DISCUSSION
<b>Date:</b>	<b>December 10, 2024</b>	<input checked="" type="checkbox"/>	<b>ACTION REQUIRED</b>

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### 1. OBJECTIVE:

Adopting a Resolution Approving Revised Rules and Regulations for Electric Service and Superseding Resolution 1411.

### 2. BACKGROUND:

The Rules and Regulations for Electric Service (Rules and Regulations) document defines the basis and conditions in which District customers receive power. The Rules and Regulations were last revised and adopted in May 2024 to align with the new Rate Schedules adopted to be effective May 1, 2024 and update the fees for reconnection/disconnection of service, and other general updates.

Since the last revision of the Rules and Regulations, staff has evaluated the Engineering Fees to ensure costs are being appropriately recovered. The evaluation indicated various changes were needed to the Engineering Fees, such as changing the terminology from transformer capacity fee to system capacity charge, instituting an engineering application fee, and removing the unmetered temporary service. Other engineering fees associated with providing new service or enhancing current service were updated.

The revisions to the Engineering Fees are redlined in Section 12, of the Rules and Regulations as shown on Attachment A. Other changes to the Rules and Regulations that coincide with the Engineering Fees have been revised.

Staff recommends that the Commission adopt Resolution 1420, approving the revised Rules and Regulations for Electric Service, included as Exhibit A of the Resolution and superseding Resolution 1411.

### 3. SUGGESTED MOTION:

I move to adopt Resolution 1420 as presented.

# AGENDA ITEM 15, ATTACHMENT A

Adopted ~~May 28~~December 10, 2024  
Resolution 14~~2011~~

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## SECTION 1. GENERAL INFORMATION

### A. Purpose

In accordance with the Public Utility District No. 1 of Franklin County's (the District) mission and vision statements and consistent with sound business principles, it is the intent and purpose of these Rules and Regulations for Electric Service (Rules and Regulations), as set forth herein, to assure that all customers of the District receive uniform and equitable consideration when acquiring electric services.

### B. Scope

These Rules and Regulations are, by reference, a part of all applications and agreements for delivery of electric power. They are equally binding on the District and its customers. Copies of the Rules and Regulations are available at the District's Administration Building during the business hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday, except Friday and holidays, and anytime on the District's Website at <https://www.franklinpud.com/index.php/who-we-are/rules-regulations/>

### C. Revision

These Rules and Regulations may be revised, amended, or otherwise changed at any time by the District. These Rules and Regulations supersede all previous versions.

### D. Conflict

In case of conflict between any provisions of the Rate Schedules and the Rules and Regulations, the provisions of the Rate Schedules will prevail. *See Exhibit A.*

### E. Protection of Customer Information

The District is required to maintain the personal information of its customers in a secure environment. The District only shares customer information with third parties when it is necessary to conduct essential business functions (such as bill processing services), and in those instances the District holds third party vendors to the same standards regarding customer information as it holds itself. The District does not sell, rent, or trade customer personal information to any other third party, however, the District may disclose customer personal information if required by law. The Customer Privacy Rights Statement is available on the District's Website at <https://www.franklinpud.com/customer-privacy-statement>

### F. Public Disclosure

Customer information including address, email address, telephone number, credit card number, social security number, driver's license number, bank account number, and other personal information may be exempt from public disclosure. However, certain billing information (including usage and billing information in increments equal to or greater than a billing cycle) may be disclosed to the public.

Requests for customer information from law enforcement agencies must state in writing that the particular customer to whom the records pertain is suspected of having committed a crime, cite the authority for the request under RCW 42.56.335, and state that the agency has a reasonable belief that the records could help determine whether the suspicion is true.

A customer can request that the information contained in his or her account be opened to realtors, selling agents, or others by giving written authorization to the District.

### **G. Electronic Payments**

The District offers customers the ability to make payments by credit card, debit card, and electronic checks through services provided by a third-party payment processing vendor. The District is not directly involved in the processing of these payments. Customers using these services are subject to the vendor's terms and conditions.

### **H. Wholesale Broadband Service**

The District owns and operates a broadband telecommunications network that is an integral component of its electric system. The broadband telecommunications network is a fiber optic and wireless network, and excess capacity is sold wholesale to Retail Service Providers. The District shall determine the availability of capacity on its broadband telecommunications network as requests are made for use of the broadband telecommunications network.

### **I. Exceptions**

Any exceptions to these Rules and Regulations must have the written approval of the District's Auditor or designee.



## SECTION 2. RESIDENTIAL ELECTRIC SERVICE

### A. Application for Service

Prospective customers requesting Residential Service Rate electric service are required to furnish the District the following:

1. full name, mailing address, and service address;
2. an active telephone number where the customer can be contacted;
3. any one of the following:
  - a. a valid social security number,
  - b. a valid government-issued photo identification, such as a Driver's License, that has been issued by a governmental body located within the United States, or
  - c. a valid Passport issued by any country;
4. notification of any life support equipment being used by any occupant(s) residing at service address; and
5. if renting, a lease or rental agreement when requested by the District.

### B. Account Set Up Charge

An account set up charge will be billed on the first bill. Additional terms and conditions for account set up charges are listed below:

1. The District will charge \$25.00 for the first account and \$5.00 for each additional account when the same customer or owner applies for service for several accounts:
  - a. at the same address; and
  - b. at the same time.
2. The District will not apply account set up charges in the following cases:
  - a. changes in name on an account when there is no change in occupancy or service address;
  - b. when an account is transferred to the owner/manager's name under the Agreement to Provide Continuous Electric Service (Owner Agreement). *See Section 7, Part I*; or
  - c. when an account is for temporary or construction service.

### C. Deposits

A deposit, not to exceed \$500.00, is required for all new residential accounts at the time of application for service. The deposit amount is based on the estimated charges that would accrue from the two (2) billing periods that have the highest kWh usage in the last twelve (12) months the service address was occupied.

Deposits are due before electric service is provided. At its discretion, the District may allow the customer to make payment arrangements at the time of application. Any unpaid deposit will be included on the first bill. Service may be discontinued if the payment arrangements are broken.

The District may waive the deposit requirement if:

## AGENDA ITEM 15, ATTACHMENT A

Adopted ~~May 28~~ December 10, 2024  
Resolution 14~~2011~~

- the OnLine Utility Exchange validates and approves the customer's payment history; or
- a customer provides a reference from an electric utility indicating a satisfactory payment history of at least twelve (12) consecutive months within the past thirty-six (36) months. The reference must include the utility name, address and phone number to enable verification by the District.
- a customer enrolls in the "Pay As You Go" program. See *Section 2. Part I* for more information.

Customers who maintain a satisfactory payment history for twelve (12) consecutive months or more will receive a deposit refund in the form of a credit to the account. The District will not be responsible to the customer for accruing or applying interest to deposits.

The District may assess an additional deposit of \$200.00 per incident from active customers if service is disconnected for non-payment. The customer's deposit on record may be capped at an amount equal to the sum of the two (2) highest bills in the most recent twelve- (12) month period.

Deposits will be applied to the account(s) upon termination of service and the remaining balance, if any, refunded to the customer.

### **D. Billing**

The first bill will include the new account set up charge(s), any remaining unpaid deposit(s), and all applicable charges related to electric service(s). If the first billing period is less than ten (10) days of service, a bill will not be issued until the following month. The System Charge will be prorated for the number of days of service during the first bill period.

Electric service is billed on a monthly basis. Some variation in billing periods may occur as service is not measured or billed on a specific day.

District billings are due and payable on receipt and are delinquent twenty (20) days after the billing date. The District will issue a Final Notice to customers that have a delinquent balance due. The District will disconnect electric service on delinquent accounts approximately ten (10) days from the date the Final Notice was issued if payment has not been received or payment arrangements have not been made.

Customers may contact the Customer Service Department for consideration of payment arrangements if they are unable to pay a monthly bill or delinquent balance. Payment arrangements are made at the discretion of the District. Customers with an outstanding balance in excess of \$300.00 may be required to make an immediate payment of at least 50% of the outstanding balance before establishing a payment arrangement. Broken payment arrangements are subject to disconnection of electric service for active accounts or assignment to a collection agency for closed accounts without further notice to the customer.

Disconnection of delinquent accounts during a national weather service announced heat advisory or during the period from November 15 through March 15 are subject to the requirements of RCW 54.16.285.

**E. Discontinuance of Service**

The customer must notify the District at least five (5) business days in advance of the date service is to be discontinued (end-service date). The customer is also required to provide the District a forwarding address for any future mailings such as the final bill. The District will read the meter as close as possible to the end-service date. The District reserves the right to estimate the bill if unable to obtain a final meter reading. The System Charge will be prorated for the number of days of service during the final bill period.

When notification is made, the District will make reasonable efforts to:

1. validate the identity and authority of the individual making such notification;
2. verify address where service is being terminated;
3. obtain name and forwarding address for future mailings; and
4. verify if service address will remain occupied or vacant.

If the service address will remain occupied, the District will make a reasonable effort to notify the new occupants of discontinuation of service to allow the new occupants an opportunity to sign up for service.

Discontinuance of service for any cause does not release the customer's obligation to pay for energy received, or from charges specified in any existing contract.

The District may discontinue service due to unsafe conditions of the customer's facilities. Restoration of service requires Washington State Department of Labor and Industries (L&I) approval. If service has been disconnected for a period of six (6) months or longer the District will require a Washington State Department of L&I inspection.

**F. Change of Occupancy**

It is the responsibility of the customer (account holder, co-applicant, spouse, domestic partner, or roommate) to notify the District when they have moved from the premise and are no longer using electric service at that location.

The customer will give notice of change of occupancy to the District five (5) business days prior to change, when such change of occupancy or legal action affects services being provided by the District. The customer of record is responsible to pay for all service supplied until final reading can be obtained and account has been closed.

**G. Budget Payment Plan Billing**

The District's Budget Payment Plan (budget plan) is an option offered for the customer's convenience. The budget plan allows customers to pay an equal amount every month. Customers must have a zero (0) balance on their account to begin participation in the budget plan. The District requires customers establish a minimum of six (6) months of electric usage before signing up. Customers may participate in the District's budget plan by contacting the Customer Service Department.

The budget plan's equal payments are based on the average of the previous twelve (12) months electric usage for the service address. The usage is summarized and then divided into twelve (12) equal payments to establish the initial payment amount. The District will evaluate the customer's budget plan periodically or at a minimum every March and September and adjust the budget plan amount accordingly.

While the budget plan amount is the amount due each month, the customer is responsible for the actual electric usage. The monthly bill will reflect the actual electric usage balance, and the amount due will be the budget plan amount.

The District may remove a customer from the budget plan if payments made are less than the established budget plan amount or not current. The District will notify the customer that their account has been removed from the budget plan. Once removed, the full account balance will become due and payable on its regular collection cycle and the District's collection procedures will apply. Customers that are removed from the budget plan must have a zero (0) balance before they can be reinstated.

## **H. Low-Income Rate Discounts and Other Assistance Options**

The District offers a discounted rate for Low-Income Senior Citizens who are District customers, and Low-Income Persons with a disability who are customers of, or who reside with a customer of, the District with electric service under Rate Schedule 1, Residential Service.

Customers can apply for either low-income rate discount at any time by completing the application and meeting the specified income eligibility criteria. Only one rate discount will be applied to the customer's account regardless of whether they qualify for both. Only the customer's primary service address will receive the discount. Additional assistance information is provided below:

### **Low-Income Senior Citizen Rate Discount:**

1. A Low-Income Senior Citizen is defined as a person:
  - a. who is sixty-two (62) years of age or older; and
  - b. whose total annual income for the previous calendar year, including that of his/her spouse or co-tenant, is at or below a defined income eligibility criteria.
2. Income eligibility criteria for the Low-Income Senior Citizen Discounts are as follows:
  - a. Annual income above 125% and at or below 175% of the federally established poverty level receives a 15% electric rate discount.
  - b. Annual income at or below 125% of the federally established poverty level receives a 30% electric rate discount.

### **Low-Income Disabled Citizen Rate Discount:**

1. A Low-Income Disabled Citizen is defined as a person:
  - a. who qualifies for special parking privileges under RCW 46.19.010(1) (a) through (h);
  - b. is a blind person as defined in RCW 74.18.020(4); or
  - c. is a disabled, handicapped or incapacitated person as defined under any other existing state or federal program.

2. Income eligibility criteria for the Low-Income Disabled Citizen Rate is as follows:
  - a. Annual income, including that of his/her spouse or co-tenant, is at or below 125% of the federally established poverty level receives a 30% electric rate discount.

The District requires customers receiving either discount to verify they continue to meet the eligibility criteria annually or upon request of the District. Customers unable to verify eligibility requirements within sixty (60) days of the District's request will be removed from the rate discount program.

#### **Other Assistance Options:**

A customer may qualify for assistance in paying their electric bill by contacting the following organizations:

- a. Benton Franklin Community Action Connections (CAC) ..... 509-545-4065
- b. WA State Department of Social and Health Services ..... 509-735-7119
- c. St. Vincent de Paul ..... 509-544-9315

For information on other assistance programs that may be available, please contact the Customer Service Department at 509-547-5591.

### **I. Pay As You Go Program**

The District's Pay As You Go Program is a way for customers to have greater control over their electric bills. The Pay As You Go Program allows residential customers to prepay for their electric usage. By purchasing electricity in advance, customers can plan their budget and closely monitor their usage. Enrollment is voluntary and there are no additional costs or fees for customers who participate.

1. Customers will not be assessed a deposit when signing up for service.
2. Customers with an existing deposit can transition to the Pay As You Go Program and apply the deposit to their account.
3. Customers will receive electronic notifications to closely monitor and manage their account.
4. Customers who are part of the Pay As You Go Program will not be charged late fees. .

The daily cost of electricity will be calculated using the Residential Service Rate Schedule. Daily costs will include a system charge, cost of electric usage and tax. The system charge will be calculated by dividing the monthly system charge by 30. Each day the calculated daily cost will be deducted from the account balance (referred to as the prepaid balance). When the prepaid balance falls below a zero balance the meter will be disconnected. Disconnections will occur seven days a week. The meter will automatically reconnect once payment is made.

Customers are responsible for notifying the District of changes to any contact information, including telephone numbers, email addresses, and mailing addresses in order to stay aware of account balances and usage alert information.

Customers who elect to enroll in the Pay As You Go Program remain subject to all District policies and requirements. The District's billing dispute process is available to customers to resolve Pay As You Go account decisions, including the right to contest a disconnection of service.

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Pay As You Go is only available to customers with advanced metering infrastructure (AMI) meters that can be remotely disconnected and reconnected.

## SECTION 3. OTHER ELECTRIC SERVICE

### A. Application for Service

The delivery of electric service by the District and its acceptance by the customer will be deemed to constitute an agreement with and acceptance of the District's policies, including these Rules and Regulations.

Customers requesting service from District Rate Schedules other than the Residential Service Rate, shall furnish the following:

1. full name, mailing address, and service address;
2. an active telephone number where the customer can be contacted;
3. name of business as registered with the state;
4. business entity type, such as corporation, partnership, LLC;
5. Federal Tax ID number, if requested; and
6. UBI or current local business license.

For locations with existing electric service, the customer must notify the District at least five (5) business days in advance of the date service is to begin (start-service date).

Electric service for new construction connections are subject to the District's Electrical Service Requirements (Service Requirements) and schedule. Copies of the Service Requirements are available at the District's Administration Building between the business hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday except Friday and holidays, and anytime on the District's Website at <https://www.franklinpud.com/engineering-services>

Large industrial or commercial contracts for electric service may be individually written in accordance with the Rate Schedule requirements and will contain such provisions and stipulations as may be necessary or desirable to protect the interests of both the District and customer.

### B. Discontinuance of Service

The customer must notify the District at least five (5) business days in advance of the date service is to be discontinued (end-service date). The customer is also required to provide the District a forwarding address for any future mailings such as the final bill. The District will read the meter as close as possible to the end-service date. The District reserves the right to estimate the bill if unable to obtain a final meter reading.

When notification is made, the District will make reasonable efforts to:

1. validate the identity and authority of the individual making such notification;
2. verify address where service is being terminated;
3. obtain name and forwarding address for future mailings; and
4. verify if service address will remain occupied or vacant.

If the service address will remain occupied, the District will make a reasonable effort to notify the new occupants of discontinuation of service to allow the new occupants an opportunity to sign up for service.

Discontinuance of service for any cause does not release the customer's obligation to pay for energy received, or from charges specified in any existing contract.

The District may discontinue service due to unsafe conditions of the customer's facilities. Restoration of service requires Washington State Department of L&I approval. If service has been physically disconnected for a period of six (6) months or longer the District will require a Washington State Department of L&I inspection.

### **C. Change of Occupancy**

It is the responsibility of the customer (business, account holder, co-applicant, spouse, domestic partner, or roommate) to notify the District when they have moved from the premise and are no longer using electric service at that location.

The customer will give notice of change of occupancy to the District five (5) business days prior to change, when such change of occupancy or legal action affects services being provided by the District. The customer of record is responsible to pay for all service supplied until final reading can be obtained and account has been closed.

### **D. General & Industrial Service Deposits, Rate Schedules 2.0 to 2.3**

A deposit is required from new accounts covered in these Rate Schedules. The District sets the deposit amount at the estimated charges that would accrue from the two (2) highest billing periods during the previous consecutive twelve (12) months. The District may periodically review the deposit for adequacy and adjust if necessary. Deposits are due before electric service is provided.

The District may waive the deposit requirement if the customer can provide:

- an acceptable credit report; or
- financial documents (i.e. financial statements or tax returns) covering the most recent two (2) year period that indicate profitable operations during that period.

Customers who maintain a satisfactory payment history for twenty-four (24) consecutive months or more may receive a deposit refund in the form of a credit to the account. The District will not be responsible to the customer for accruing or applying interest to deposits.

The District may assess an additional deposit per incident from active customers if service is disconnected for non-payment. The customer's deposit on record may be capped at an amount equal to the sum of the two (2) highest bills in the most recent twelve (12) month period.

Deposits will be applied to the account(s) upon termination of service and the remaining balance, if any, refunded to the customer.

### **E. New Industrial Service Payment Security, Rate Schedule 2.4**

All customers under Rate Schedule 2.4 shall provide and maintain payment security, either in the form of a cash deposit or Letter of Credit from a qualified institution, with the amount and form of such security being determined by the District in its sole discretion. For cash deposits, the District may require the customer to enter into a deposit account control agreement or other agreement to perfect the District's security interest in such funds.



As used herein, "Letter of Credit" means an irrevocable standby letter of credit in a form acceptable to the District, and issued by a U.S. commercial bank or trust company or the U.S. branch of a foreign bank (in either case, which is not an affiliate of customer) having assets of at least \$10 billion and a Credit Rating of at least (a) "A-" by S&P and "A3" by Moody's, if such entity is rated by both S&P and Moody's or (b) "A-" by S&P or "A3" by Moody's, if such entity is rated by either S&P or Moody's but not both. "Credit Rating" means the respective rating then assigned to an entity's unsecured, senior long-term debt or deposit obligations (not supported by third party credit enhancement) by S&P, Moody's or other specified rating agency or agencies, or if such entity does not have a rating for its unsecured, senior long-term debt or deposit obligations, then the rating assigned to such entity as its "corporate credit rating" by S&P. Customer bears all costs of the Letter of Credit.

#### **F. Irrigation Rate Deposits, Rate Schedules 3.0 and 4.0**

The District will require new accounts covered under the Agricultural Irrigation Rate Schedules to select one of the deposit options below.

**1. Prepayment of a Deposit Amount.**

A deposit is required for all new irrigation accounts at the time of application for service. The deposit amount is based on the estimated charges that would accrue from the two (2) billing periods that have the highest kWh consumption in the last twelve (12) months the service location was being utilized.

**2. Bank Letter of Credit.**

Customer supplies an irrevocable Letter of Credit issued by a financial institution to guarantee payment of the estimated annual electric service bill as determined by the District. If the Letter of Credit amount becomes insufficient during the irrigation season, the customer must obtain an increase to the credit line to cover the remaining anticipated electric service bills for that season.

**3. Automatic Payment.**

Customer signs up for automatic payment on the account using either direct draft from the customer's bank account, ACH or with a valid credit card having an available balance of not less than the highest amount billed in any one month. If the customer selects this option and an automatic payment is declined at no fault of the District, the customer must provide the deposit using either option #1 or #2 in this section.

At the discretion of the District, the Customer Service Manager may stipulate a payment and security arrangement with a customer as necessary or desirable to protect the interest of both the District and the customer.

Customers who maintain a satisfactory payment history for twenty-four (24) consecutive months or more may receive a deposit refund in the form of a credit to the account. The District will not be responsible to the customer for accruing or applying interest to deposits.

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The District may assess an additional deposit per incident from active customers if service is disconnected for non-payment. The customer's deposit on record may be capped at an amount up to the equivalent of the sum of the two (2) highest bills in the most recent twelve (12) month period.

Any deposits collected will be applied to the account(s) upon termination of service and the remaining balance, if any, refunded to the customer.

## SECTION 4. APPLICABILITY OF RATE SCHEDULES

### A. Additional Rate Information

District Rate Schedules are based upon electric service requirements, environmental considerations, and cost. Rate Schedules are set and adopted by the District's Commission and establish charges for electric service according to classification. Public notices of rate hearings will be printed in the newspaper and published on the District's website. *See Exhibit A.*

The Residential Service Rate may be applicable to single family dwellings, including shops, machine sheds, barns, domestic pumps, and other electric energy used on the farm for all ordinary processing of crops or products of the farm, where such crops or products are produced on the farm operated by the customer.

The appropriate General Service Rate will be applied to electric energy used on farms when the electric service is used for:

1. Processing or feeding, for resale or for hire, of crops, products or livestock not produced on the customer's own farm.
2. Continuous production of salable articles, other than normal farm products, or for any distinctly commercial or industrial process, or for any operation substantially greater than usual farm operations.

If any of the General Service Rate Schedules are applied, the customer may obtain the Residential Rate for the strictly domestic uses by separating the services and providing for installation of separate metering equipment as outlined in the Service Requirements. The customer is responsible for meter installation costs.

### B. Commercial Uses of Portions of Single Family Residence

In a dwelling regularly used for any commercial purpose, the customer may wire for separate metering of the residential and commercial portions of the building. Otherwise, the General Service Rate will apply to the entire building. In the event there are no employees, other than the occupant(s), and the commercial use is estimated to be less than 25% of the total use, the Residential Service Rate may apply to the entire building.

## SECTION 5. BILLINGS AND CHARGES

### A. Determination of Rate Schedules

The District publishes equitable and nondiscriminatory rate schedules for each class of service which adequately compensates the District for costs associated to provide that class of service. The District selects the applicable rate schedule at the initiation of electric service. *See Exhibit A.*

Customers cannot transfer from one rate schedule to another or temporarily disconnect their service to avoid or minimize seasonal charges, demand charges or other applied charges. Transfers from one class of service to another should not occur more often than once in a twelve-month period and only if conditions warrant such a change as outlined in the District's Rate Schedules.

### B. Billing Period

Electric service is billed on a monthly basis. Some variation in billing periods may occur as service is not measured or billed on a specific day.

### C. Minimum Bill

The minimum bill amount is specified in each rate schedule, unless otherwise provided by contract.

### D. First Bill

The first bill will include the new account set up charge(s), unpaid deposit(s), and all applicable charges related to electric service(s). If the first billing period is less than ten (10) days of service, a bill will not be issued until the following month. The System Charge will be prorated for the number of days of service during the first bill period.

### E. Final Bill

The customer must notify the District at least five (5) business days in advance of the date service is to be discontinued (end-service date). The customer is also required to provide the District a forwarding address for future mailings such as the final bill. The District will read the meter as close as possible to the end-service date. The District reserves the right to estimate the bill if unable to obtain a final meter reading. The System Charge will be prorated for the number of days of service during the final bill period.

### F. Estimated Bill

If for any reason a meter reading is not obtained for any particular period, the District may estimate a meter read. The resulting estimated bill will be based on the usage history at that address. Estimated meter reads will be adjusted to actuals once a meter read is obtained. If the customer receives a bill containing an estimated read and would like an actual read to validate the estimate, they can contact the Customer Service Department.

If de-energizing a transformer is required for District maintenance and/or repair; and the customer is unwilling to accommodate the District's request, then the customer agrees to the District's reasonable estimate based on the customer's historical usage.

## G. Bill Adjustments

The District may adjust any bill when it has determined that a billing error has occurred and will revise such bill on the basis of the best evidence available.

All adjustments will be for a period of no more than three (3) years from date the error occurred except as approved by the Commission. In cases where an under billing is the result of false or inaccurate information provided or procured by the customer, this limitation shall not apply.

Bill adjustments may be waived by the District when the cost of recovery makes it uneconomical.

## H. Bill Hearings

Customers may discuss or dispute a bill or service matter with a Customer Service Specialist at any time during the District's business hours. If unresolved, the customer may request a meeting with the Customer Service Manager. If still unresolved, the customer may request a hearing with the District's designated Hearing Officer. The request must be made no later than five (5) business days after the initial meeting with the Customer Service Manager. The hearing will be scheduled at a mutually convenient time. The Hearing Officer will render a written decision within ten (10) business days following the hearing. Further appeals can be done as per RCW 19.29A.020.

## I. Service Charges

Service charges are determined based on District cost and include but are not limited to the following:

1. establishing service accounts;
2. transferring service from one address to another;
3. door tagging to collect on a delinquent account;
4. door tagging to notify of need to sign up for service;
5. physical reconnecting of service for non-payment;
6. disconnecting service for fraudulent use;
7. disconnecting service for non-compliance with these Rules and Regulations;
8. testing a meter at the customer's request; or
9. failure to give access to meter(s).

For additional charges see *Section 12. Service Charges*.

## J. Collections

The District will take action as permitted by law for the enforcement and collection of all bills or other charges. The District may transfer any delinquent bill(s) or unpaid charge(s) owed by the customer to an existing or new service account of the customer. *See Section K.*

District bills are due and payable on receipt and are delinquent twenty (20) days after the bill date. Terms of payment are provided in the District's Rate Schedules. Failure to receive a bill will not release the customer from obligation of payment. The District may refuse to connect or may disconnect service for violation of any of its policies or these Rules and Regulations.

**K. Transfer of Previous Charges from Unpaid Accounts**

The District may transfer to an existing or new service account any delinquent bill(s) or unpaid charge(s) owed to the District. The transferred balance will be considered part of the customer's obligation to the District as if the delinquent or unpaid balance had been incurred at the present service address. The District may permit payment arrangements on such transferred balances. *See Section 6, Part D.*

The District may apply any payment received from the customer or by agencies toward the customer's transferred balance.

The District will make reasonable efforts to notify the customer of unpaid balances discovered by the District, including the dates and location of the service, the District's regulations concerning transferred balances, and the possibility of disconnection of service.

If it is determined that a customer who has an outstanding balance from a previous account with the District is receiving benefit of electric service through a different account with the District, but not in his or her name, the outstanding balance may be transferred to the active account.

**L. Demand Billing**

The term "demand" as used herein or in the District's Rate Schedules, refers to the highest average demand over any thirty (30) minute period each billing cycle. Demand billing will be on the basis stated in individual Rate Schedules. *See Exhibit A.*

Service to demand accounts will be billed for actual demand charges.

**M. Tax Adjustment**

The amount of any tax levied on the revenues of the District, or assessed on the basis of meters or customers, or on the volume of energy purchased or sold, will be added to the energy charge to the customer. Any such tax adjustment will continue in effect only for the duration of such taxes.

## SECTION 6. COLLECTION PROCEDURES AND PAYMENTS

### A. Disconnect / Delinquent Accounts

District bills are due and payable on receipt and are delinquent twenty (20) days after the billing date. The District will issue a Final Notice to customers that have a delinquent balance due. The District will disconnect electric service on delinquent accounts approximately ten (10) days from the date the Final Notice was issued if payment has not been received or payment arrangements have not been made. *See Part D.*

The District will attempt to contact the customer prior to disconnect by either mail, telephone, and/or notice delivered to the address. A customer must pay the past due amount in full at least 24 hours prior to the disconnect date to avoid potential interruption of service. The District will not schedule disconnections for non-payment on delinquent accounts the day before, the day of, or the day after a District observed holiday.

If the District is unable to disconnect the service due to inaccessibility of the meter, the District will disconnect service at the transformer. Additional charges may apply. *See Section 12.*

### B. Payment of Services

Where two or more persons enter into an account for electric service, such person(s) will be jointly and individually liable on such account and will be billed by means of a single monthly bill mailed to the primary applicant.

When a person or business (account holder, co-applicant, spouse, domestic partner, or roommate) is occupying or residing at a premise receiving electric service from the District, that person or business is presumed to have used the electric service and is considered a customer of the District. Such person or business will be equally responsible for payment of the bills for electric service accumulated during the period of occupancy. It is the customer's responsibility to notify the District when they have moved from the premise and are no longer using electric service at that location.

Whether or not the District obtained a joint application, where two or more persons are living in the same residence and benefit from the electric service provided by the District, they will be jointly and individually liable for the bill for electric service supplied.

The delivery of electric service by the District and its acceptance/usage by the customer shall be deemed to constitute an agreement with, and acceptance of the District's policies, including these Rules and Regulations.

### C. Collection of Unpaid Closed Accounts

Customers that have terminated service with the District and have a delinquent balance due after thirty (30) days will be issued a Final Bill Notice allowing the customer ten (10) days to pay. If the account is not paid in full, it will be presented to the Commission for approval to assign to a collection agency for legal action.

Once assigned to a collection agency, the customer must pay their outstanding District debt with the assigned collection agency before a new service account can be opened or to avoid disconnection of current service if an outstanding balance assigned to a collection agency is discovered.

**D. Payment Arrangements**

Customers may contact the Customer Service Department for consideration of payment arrangements if they are unable to pay a monthly bill or delinquent balance. Payment arrangements are made at the discretion of the District. Customers with an outstanding balance in excess of \$300.00 may be required to make an immediate payment of at least 50% of the outstanding balance before establishing a payment arrangement. Broken payment arrangements are subject to disconnection of electric service for active accounts or assignment to a collection agency for closed accounts without further notice to the customer.

**E. Remote Disconnection/Reconnection of Service**

Service disconnection and reconnection will be done remotely when possible. Any service that has been disconnected for non-payment will be automatically reconnected without notice to the customer when sufficient payment is made to restore the service.



## SECTION 7. CUSTOMER RESPONSIBILITIES

### A. Customer's Responsibility for District's Property

The customer is responsible for taking all reasonable and proper precautions to prevent damage to the District's property on the customer's premises. Any customer or person damaging, removing, disconnecting or otherwise interfering with property belonging to the District will be subject to prosecution under law. The customer shall provide space for and exercise proper care to protect the District's property on customer's premises. This shall include meters, premises gateway devices, instrument transformers, wires, conduits and other property installed by the District. In the event of loss or damage to the District's property due to customer's neglect of the above, the District may collect from the customer the cost of repairs or replacement. The customer shall not enter, make repairs, operate equipment or tamper with the District's property.

The District installs its underground facilities at a depth in excess of applicable codes. It will be the customer's responsibility to maintain such ground depth.

Where the situation warrants, and when given adequate notification, the District will furnish a standby serviceman during regular business hours for customers who wish to do tree falling, clearing, blasting or such other activities that may endanger District property. This shall not be construed to mean that the District will provide this service on a repetitive basis without a charge. The District reserves the right to charge the customer for this service based on the actual costs to the District.

### B. Accessibility

Meters and remote recording devices will be located in spaces that are accessible to District personnel at all times for reading, repair, maintenance and inspection. The customer is responsible for maintaining obstructions such as fences, buildings, aggressive animals, and foliage so as not to interfere with the District's facilities and accessibility.

By receiving electric service, the customer grants all necessary permission to enable the District to install and maintain its facilities on the customer premises. The District shall have the right through its employees, contractors, or other agents, to enter upon the premises of the customer at all reasonable times for the purpose of reading, testing, connecting, disconnecting, inspecting, repairing or removing the facilities of the District, and to inspect, measure, sample and test customer-owned facilities. The District requires 24-hour access to all its facilities for emergency repairs and system operations.

If any District meters or equipment are located behind customer lock(s), the customer will furnish the District with key(s) to the lock(s). District facilities located behind customer lock(s) will require the use of a double hasp dual locking system utilizing a District padlock or other suitable means of maintaining access. Customers are responsible for any damage done or costs incurred by the District in gaining access.

The District will be granted access to the meter at all times to perform periodic physical reads, in addition to any necessary maintenance and inspection.

When the District encounters an obstruction to District property or equipment, the District may notify the customer and request correction; however, the District may take the necessary steps to obtain immediate access to its equipment without providing prior notification to the customer. After reasonable attempts to gain access for a meter read, the District will replace the existing meter with an automated meter infrastructure (AMI) meter regardless of opt-out status without further notice to the customer.

If the obstruction is not corrected within the time specified in the notice, the District may correct the obstruction and the customer may be obligated to reimburse the District for all costs and expenses incurred in correcting the obstruction. If the District is unable to correct the obstruction, it reserves the right to discontinue electric service until corrections are made.

In the event a District employee is bitten by a customer's animal, the District will contact the local health department, animal control and/or law enforcement. The customer will be required to provide vaccination records immediately to the proper agency or the District upon request. If no records are provided, the District will follow the procedure as per the appropriate governing agency.

### **C. Life Support Systems**

In order to be notified in advance of planned electrical outages, a customer/patient utilizing a life-support system must complete a Request for Medical Alert Designation, which includes a Medical Certification to be completed by a licensed medical practitioner. This form is available at the District's Customer Service Area during business hours and anytime on the District's website at <https://www.franklinpud.com/index.php/programs-services/medical-alert-designation/>

The customer/patient is responsible to provide the District in writing a telephone number that will enable timely contact by the District 24 hours per day; and to notify the District as soon as possible of any change in telephone number or medical situation of the person on life support services or when/if the life support equipment is no longer being utilized at the residence. Customers must update their Request for Medical Alert Designation form annually.

The District does not guarantee constant or continuous electric service, and because of this the District will make a reasonable effort to notify such life support system customers/patients of planned power outages, in advance, giving the date, time, and length of planned power outages. In the event of any periods of non-payment for the account at which the customer resides, the District reserves the right to disconnect delinquent accounts, to install a load limiting device, or to take other action as the District deems appropriate.

In the event the customer/patient needs to significantly increase the life support system electrical load, the customer will give sufficient advance notice to the District, so it may determine the need for any additional facilities. The customer will be liable for the cost of damages if the customer fails to notify the District and the District's equipment is damaged as a result.

### **D. Customer's Wiring and Equipment**

The customer is responsible for providing suitable protective equipment such as fuses, circuit breakers, relays and surge protectors to adequately protect the customer's equipment against under or over voltage conditions. If three-phase service is provided, it will be the customer's responsibility

to also protect against phase failure. The District will take reasonable precautions to prevent power interruptions, phase failures or abnormal voltage variations but does not guarantee that such conditions will not occur. Accordingly, the District recommends the customer provide protective equipment in order to avoid/minimize damage to the customer's property. The customer's wiring up to and including the meter base, must be in accordance with applicable local and state wiring codes and must be inspected by the Washington State Department of L&I Electrical Inspector or other agencies approved by Federal or State regulations. The customer is responsible to protect its equipment from any power anomalies or delivery interruptions.

The District reserves the right to refuse or discontinue service to the customer's equipment or wiring where, in the opinion of the District, such equipment is in hazardous condition, inoperable, damaged or not in conformity with lawful codes and local regulations. The customer is solely responsible for the maintenance and safety of the customer's wiring and equipment. The customer's wiring up to and including the meter base, must be in accordance with applicable local and state wiring codes and must be inspected by the Washington State Department of L&I Electrical Inspector or other agencies approved by the Federal or State regulations prior to being energized by the District. The District will not be liable in any way for any injuries or property damages occurring to the customer or to third parties because of contact with, or failure of, any portion of the customer's wiring and equipment.

Whenever an existing customer is modifying their equipment or wiring that requires the District to disconnect their service, the customer must obtain an Electrical Work Permit from the Washington State Department of L&I. Customer work that would require a service disconnect and the Washington State Department of L&I permit includes, but is not limited to, changing out or modifying service masts, meter bases, main panel boards, main circuit breakers or disconnect switches, etc.

### **E. Additional Load**

If a customer intends to increase load more than 5% on an established installation, the customer will provide advance notice to the District's Engineering Department so that the District may provide equipment that may be required at the customer's expense. If the customer fails to provide the District advance notice, and as a result the District's equipment is damaged, the customer may be liable for all costs incurred to repair the damage.

### **F. Notice of Trouble**

If service is interrupted or is not satisfactory or in a hazardous condition related to District facilities is known by a customer to exist, the customer should notify the District of such existing conditions. The District will not be responsible for damages resulting from non-notification.

### **G. Customer Power Outage**

If a customer's service fails and the customer has determined there are no blown fuses, tripped breakers, or faulty equipment, a District serviceman will be sent to the outage location upon the customer's request. If the serviceman determines that the customer's equipment is at fault and the service call was during regular business hours, no service charge will be assessed. Outside of regular business hours, the District may, at its discretion, assess a flat charge. *See Section 12.*

For residential customers, upon mutual agreement of the customer and the District, the District may pay the first hour of labor only for a licensed electrician. Calls to electricians will be initiated by a District representative. The customer may choose whether or not to accept further services beyond the initial one (1) hour from the electrician. The customer will be billed directly by the electrician for all applicable parts and any labor charges beyond the initial one (1) hour.

## **H. Protective Equipment**

It shall be the customer's responsibility to provide protective devices for their service equipment. This includes, but is not limited to, surge protection for all voltage sensitive equipment such as electronic appliances or devices, and phase failure protection to protect three phase motors and equipment from single phasing.

## **I. Rental Units**

Owners of trailer courts, apartment buildings and other rental units have an option to sign an Agreement to Provide Continuous Electric Service (Owner Agreement). The Owner Agreement provides for continuous electric service to the rental property so that electricity will be available for cleaning and showing of the property and the new tenant/lessee may have immediate electric service.

Owners who enter into an Owner Agreement will be responsible for all charges for electric service from the date the prior tenant closes the account, and/or moves from the rental unit, until the District receives an acceptable electric service application for the new tenant and opens a new account. Owners should check with the District to verify that the new tenant has opened an account before allowing a new tenant to move in. Once signed, the terms and provisions of the Owner Agreement will be considered to be a part of the policies subject to these Rules and Regulations.

The owner may remove any rental unit from the Owner Agreement by completing the Owner Agreement cancelation form.

For an owner who has not entered into an Owner Agreement, and a tenant closes an account, service will be disconnected until a new tenant/lessee or the owner has opened a new account.

## SECTION 8. METERING

### A. Meter Locations

Meters will be installed on the outside of buildings or service structures, except in the case of rural services, which may be installed on customer owned poles. All meters must be installed in accordance with the District's Engineering Service Requirements (Service Requirements) and meet all other applicable codes.

Meters will not be installed in places difficult to access, such as over open pits, near moving machinery, hatchways, in the path of water from eaves or rain spouts, or subject to live steam or corrosive vapors. It will be the responsibility of the customer to maintain a clear space in front of and to the sides of the meter, as per the Service Requirements. Copies of the Service Requirements are available at the District's Administration Building between the business hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday, except Friday and holidays, and anytime on the District's Website at <https://www.franklinpud.com/engineering services>

### B. Metering Equipment

The customer will furnish and install a suitable meter socket or sockets in accordance with the Service Requirements for the installation of the District's metering equipment. The customer will pay the District prior to service connection for the installation of the meter, which will be owned and maintained by the District. *See Section 12.*

If current transformers are required, as specified by the Service Requirements, a suitable location and mounting bracket will be provided for outdoor type current transformers. If an outdoor installation is not desirable, the customer will furnish and install a suitable metal enclosure for the installation of current transformers. The customer will furnish all connecting conduit between the current transformer enclosure and the meter socket.

### C. Meter Reading

Meter reads are obtained monthly. Meter readings are not scheduled for a specific day and the number of billing days may vary.

In order to obtain accurate reads, meters must be accessible at all times. The customer is responsible for maintaining the accessibility of the meter and for removing any obstructions such as overgrown foliage, shrubs, or any objects blocking the meter.

If for any reason a reading cannot be obtained for any particular period, the billing will be based on an estimate of energy use and demand and will be subject to a later adjustment based on the actual use and demand. Unsuccessful subsequent attempts to obtain a read will result in an inaccessible meter fee to the customer. Customers may appeal the assessment of an inaccessibility fee to the Customer Service Department in person, in writing, or by telephone within five (5) business days of their receipt of the billing statement.

The District may estimate meter readings and render bills on that basis.

As technology permits, and/or prudent business practice dictates, the District may elect to gather metering data utilizing automatic metering infrastructure or other forms of equipment determined to be cost effective.

#### **D. Meter Tests**

The District conducts, at its own expense, periodic tests and inspections of its meters to assure a high standard of accuracy. A customer may request the District perform additional meter tests, however; if a meter tested at the customer's request is found to register within 2% plus or minus, of actuals as determined by the meter testing procedures, a charge may be made to the customer. No charge will be made for a meter tested and found to exceed the 2% plus or minus. *See Section 12.*

#### **E. Submetering**

Should a customer desire the installation of additional meters used for submetering, such additional meters will be provided, installed, and maintained by the customer at the customer's expense. Customer submetering used for prorating energy costs among tenants are subject to District terms and conditions. Submetering shall not be used to resell energy at a profit. *See Section 9.*

#### **F. Separate Meters for Each Class of Service**

When the customer desires to use electricity for purposes classified under different rates, separate meters may be installed to measure the current supplied at each rate. Electric usage registered by each meter will be billed at the applicable rate.

#### **G. Unmetered Accounts**

In general, it will be District policy to meter all services. However, small electric loads with constant or known load characteristics may, upon District approval, be connected without provision for metering. This will apply only to loads where energy consumption can be determined and cannot be readily altered.

#### **H. Meter Tampering and Energy Diversion**

Meter tampering and/or energy diversion is a violation of RCW 9A.61.050 "Defrauding a public utility in the third degree" and is a gross misdemeanor. All evidence of meter tampering and/or energy diversion may be provided to the applicable law enforcement agency for investigation. The District may pursue prosecution to the fullest extent of the law. The District may apply a meter-tampering charge and bill for estimated electric usage. The customer of record or property owner is responsible for such charges. *See Section 12.*

#### **I. Net Metering**

The District complies with RCW 80.60.020, 80.60.030, and 80.60.040, which require utilities to offer net metering programs to customers who have installed small generating systems, limited to water, solar, wind, biogas from animal waste as fuel, fuel cells, or produces electricity and useful thermal energy from a common fuel source. To be eligible for net metering, each installation must be 100 kW or less in size and comply with the District's Customer Interconnection Standards for Generating Facilities. Excess generation at the end of each bill period will be carried over to the next billing period as a kWh credit for the current account holder. Pursuant to RCW 80.60.030(5), on March 31<sup>st</sup>

of each year, any excess generation accumulated during the prior twelve (12) months will be granted to the District without any compensation to the customer-generator.

**J. Opt-Out of Advanced Meter**

Customers who elect to opt-out of the use of an advanced metering infrastructure (AMI) meter will be assessed a one-time fee per service. Additional fees will apply for the monthly meter reads. See *Section 12*

The District reserves the right to install an AMI meter due to inaccessibility regardless of opt-out status.

## SECTION 9. CONDITIONS OF USE AND DELIVERY

### A. Resale of Energy

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

### B. Highly Fluctuating Loads or Loads Causing Disturbances

Electric service will not be utilized in such a manner as to cause severe disturbances or voltage fluctuations to other customers of the District or District equipment. In the event that a customer uses equipment that is detrimental to the service of other customers or the District, the customer will be required, at the customer's expense, to install corrective equipment as determined by the District. Examples of possible disruptive equipment are: welders, pipe thawing equipment, resistance heating equipment, large motor starting equipment, or equipment causing harmonic disturbances, such as variable speed motor controllers.

### C. Phase Balance

Except in the case of three-phase, four-wire delta service, the District may require that the current taken by each wire in a three-phase service be reasonably balanced.

### D. Point of Delivery

Energy charges in all Rate Schedules are based upon service through a single delivery/metering point. A separate supply at another point of delivery will be separately metered and billed unless multiple delivery points are consolidated for billing and only when authorized by the District.

The point of delivery is that point where the customer and the District-owned facilities are connected. All equipment on the load side of the point of delivery will belong to and be the responsibility of the customer, except meters and metering equipment. Other equipment installed by the District, will be owned by the District.

It will be the responsibility of the customer or the customer's authorized electrical contractor to advise the District of service needs and requirements in advance of installing the service entrance equipment, and to ascertain that the location is acceptable to the District. If the District is not consulted and/or the District does not accept the service entrance location, the customer will relocate the service entrance to an acceptable location as requested by the District.

### E. Curtailment or Interruption of Service

The District reserves the right to limit the use of electric energy during a power shortage event, or to place into effect other curtailment programs.

The District will use reasonable diligence to provide an uninterrupted supply of power at normal voltage. If the supply is interrupted for any cause, including but not limited to, wind, fire, floods, storms, equipment failures, acts of God, government actions or service requirements of the District, the District will not be liable for personal injuries or loss or damage to property resulting therefrom,



nor will such interruption constitute a breach of agreement for service. There are no implied warranties given by the District, including any implied warranty of continuous delivery of power or implied warranties of the District's distribution system.

The District will not be responsible or liable for any lost profits, consequential, incidental, indirect, special or punitive damages of any type arising out of, or in any way connected to, the District's supply of electric service or any interruption, suspension, curtailment or fluctuation thereto regardless of the causes.

## **F. Refusal of Service**

The District may refuse to connect or provide additional electric service to the customer when:

1. such electric service will adversely affect electric service to other customers, where the applicant or customer has not complied with state, county or municipal wiring codes, or
2. has not furnished information to the District including but not limited to the following;
  - a. full name, mailing address, and service address;
  - b. an active telephone number where the customer can be contacted;
  - c. any one of the following:
    - i. a valid social security number,
    - ii. a valid government-issued photo identification, such as a Driver's License, that has been issued by a governmental body located within the United States, or
    - iii. a valid Passport issued by any country.
3. Has an unpaid closed account balance of six (6) years old or less.

The District may require installation of proper protective devices on the customer's premises at the customer's expense if such installation is necessary to protect District property or property of other customers.

The District shall not be required to connect its facilities with those of an applicant or provide electric service to a customer unless and until it has all necessary operating rights, including rights of way, easements, franchises and permits. Application for service by the customer will grant the District right of access to the property.

The District shall not be required to provide electric service when it determines installation would be economically unfeasible.

## **G. District's Obligations**

The District attempts to provide, but does not guarantee, a regular and uninterrupted supply of service. The District has the right to temporarily suspend service for the purpose of making repairs or improvements to the system. In such cases, the District will attempt to notify customers of the suspension of service and will make such interruption as short as possible and at a time that will minimize impact to District customers. The District will make repairs and improvements with diligence and complete them as soon as reasonably practicable in accordance with prudent utility practice.

Electric service is inherently subject to interruption, suspension, curtailment, and fluctuation. The District will not be liable to its customers or any other persons for any damages to property arising out of, or related to, any interruption, suspension, curtailment, or fluctuation in service if such interruption, suspension, curtailment or fluctuation results in whole or part from any of the following or similar conditions:

1. Causes beyond the District's reasonable control including, but not limited to, accident or casualty, fire, flood, drought, wind, acts of the elements, court orders, insurrections or riots, acts of sabotage, generation failures, lack of sufficient generating capacity, breakdowns of or damage to equipment/facilities of District or of third parties, acts of God or public enemy, strikes or other labor disputes, civil, military or governmental authority, electrical disturbances originating on or transmitted through electrical systems with which the District's system is interconnected or acts or omissions of third parties.
2. Repair, maintenance, improvement, renewal or replacement work on the District's electrical system, which work, in the sole judgment of the District, is necessary or prudent.
3. Automatic or manual actions taken by the District which, in its sole judgment, are necessary or prudent to protect the performance, integrity, reliability or stability of the District's electrical system or any electrical system to which it is interconnected. Such actions include, but are not limited to, the operation of automatic or manual protection equipment installed in customers' electrical system, including, without limitation, equipment such as automatic relays, generator controls, circuit breakers, and switches. Automatic equipment is preset to operate under certain prescribed conditions which, in the sole judgment of the District, threaten system performance, integrity, reliability, and stability.
4. Actions taken to conserve energy.

The limitation of liability provisions set forth above shall apply notwithstanding any negligence of the District, unless the actions of the District are determined to be intentional or constitute gross negligence. In no event shall the District have any obligation or liability for any lost profits, consequential, incidental, indirect, special or punitive damages of any type arising out of, or in any way connected to, the District's supply of electricity or any interruption, suspension, curtailment or fluctuation thereof.

## **H. Delivery Voltage and Phase**

Frequency and service voltage ratings are nominal. All service will be alternating current, 60 hertz. Normal secondary voltage is 120/240 volt single phase, 120/208 volt three-phase wye, or 277/480 volt three-phase wye. Either 120/208 volts wye or 277/480 volts wye will be the only three-phase voltages available from pad-mounted transformers or in areas served by underground distribution equipment. Only a single voltage will be delivered to a facility by the District unless the load is so great that a standard transformer or transformer bank is not adequate. The customer will pay the District actual cost for the added equipment and transformer if additional voltages are required.

Delivery voltages and phases will be those available to the requested service location. If other phases, voltages, or additional transformer capacities are necessary, the cost will be computed in accordance with District policies and schedules set forth herein. In the case of large loads, power may be delivered at other voltages approved by the District.

At the discretion of the District, motor loads of 10 HP or less may be served at 240 volts single phase. Motor loads of 5 HP and larger may be served at three phase. Service at 480 volts three phase may be provided to motor loads in excess of 30 HP and when existing facilities are not already available at another voltage. Determination of phase and voltage will be made by the District's Engineering Department.

The District may require customers to install reduced voltage starting equipment in cases where across-the-line starting would result in excessive voltage disturbances to the District's system. The District may refuse to serve loads of a character that are detrimental to service to other customers.

#### **I. Technology Advancements**

The District may implement more efficient options or equipment as technology advances become available.

## SECTION 10. SPECIAL SERVICE CONDITIONS

### A. Temporary Service

Customers requiring any special or temporary services will bear the costs of such service. Temporary service is normally rendered for construction purposes, but may also be rendered to traveling shows, public event displays, etc. ~~The District will determine if the temporary service will be metered or unmetered based on anticipated load. See Section 12.~~

Service will be provided under the following conditions where there are existing secondaries of sufficient capacity, phase, and voltage:

1. The customer will provide a suitable point of connection for the temporary service that is installed in accordance with the Service Requirements, and which meets all other applicable codes, and is approved by a Washington State Labor & Industries Electrical Inspector.
2. The customer will be required to pay the estimated cost of installation and removal of District facilities required for such temporary service, payment for energy, ~~if metered,~~ and applicable temporary service connection charge.
- ~~3. Unmetered temporary service may be disconnected at the end of the 90 day period unless the customer has paid an extension charge. The extension charge will provide for an additional 90 day period.~~
- 4.3. Metered temporary service may be rendered for a maximum period of one year unless otherwise authorized by the District.

The customer will pay the District the cost of construction prior to service connection when service and/or line facilities in addition to the service conductors are required.

### B. Non-Standard Service

Any special installation necessary to meet a customer's particular requirements for service at non-standard voltages is paid by the customer and provided at the discretion of the District.

### C. Stand-by Service

Stand-by service, or installations that, as determined by the District, will not provide sufficient revenue to justify the ongoing operation and maintenance costs, may be subject to an annual minimum charge based on these costs or other minimum charges applicable in a specified Rate Schedule.

### D. Relocation of Line and Service Facilities at Customer Request

Relocation of District equipment for any reason (e.g., new driveway, change of grade, relocation of service entrance, etc.) may be done, provided in the opinion of the District, the relocation is feasible, and the customer agrees to pay the District all costs of construction/relocation. Payment is required from customer before construction/relocation.

### E. Manufactured Home and Mobile Home Parks of Single Ownership

The District will provide individual electric service to the meters of manufactured/mobile homes in established manufactured/mobile home parks at residential rates under the following conditions:

1. The park owner requests such service and furnishes and installs a wiring system connecting the point of delivery with each space, including a meter pedestal and protective devices for each space position. Such a wiring system will be of adequate capacity to maintain standard voltage to each space.
2. Electric service to the park's joint-tenant use facilities will be separately metered and billed on the appropriate rate schedule by the District.
3. The park owner will pay the District prior to service connection for the primary system, transformer(s), and meter(s), which will be owned and maintained by the District.

This section does not apply to recreational vehicle parks. *See Section 11, Part C.*

## **F. Idle Electrical Facilities**

The National Electric Safety Code requires that electrical facilities be maintained in operable condition, whether or not the facility is energized. Idle electrical facilities occur when the customer's need for power no longer exists, but electrical equipment remains in place.

The District may, at their option, remove electrical facilities that have been idle for more than one (1) year at no cost to the customer. The District will provide notice to the customer prior to removing idle electrical facilities. Notice to the customer may be via phone, email, regular US mail or other communication method.

1. Idle Meters
  - a. For meters that have been idle for less than six (6) months, the District will re-energize the meter at no cost. For meters that have been idle for six (6) months or greater, the District will re-energize at no cost after a State of Washington L&I electrical inspection is passed. The District may choose to remove meters that have been idle for six (6) months or greater.
2. Idle Services
  - a. Overhead or underground service wire may be removed at the District's discretion if a service has not been active for one (1) year. If the service wire is removed, the customer will have to pay the standard fee to have it re-installed and obtain a State of Washington L&I electrical inspection.
3. Idle Infrastructure
  - a. Transformers and distribution overhead or underground primary facilities not serving load for two (2) years or more may be removed at the District's discretion. If a transformer or distribution facility is removed and the customer requests to have the service re-installed in the future, the cost to re-establish the service will be the responsibility of the customer.

The District has no obligation to remove facilities.

## **G. Under Utilized Electrical Equipment**

The District reserves the right to exchange equipment to a size that meets the current demand when the equipment is not being utilized to its full capacity.

## SECTION 11. LINE EXTENSIONS

### A. General

The costs of line extensions, including costs of transformer(s), service installation charge(s), ~~and~~ meter cost(s), system capacity charge(s) will be paid by the customer. The cost of the installation will include the cost of labor, transportation, overhead, materials, and other costs customarily incurred in construction work.

All facilities installed by the District and paid for by the customer/developer will be owned and maintained by the District. These facilities include but are not limited to vaults, conduit, transformers, meters, secondary wire, fusing, and switching apparatus.

The customer will provide the District, without cost to the District, all easements the District may require for installation of overhead and underground facilities together with the rights of ingress and egress. All customer-provided installations and work will be done in accordance with the District's Electrical Service Requirements.

The customer will be responsible for cost of changes (including removals and relocations) of District facilities completed at the customer's request. Those costs will include labor, transportation, overhead, materials, and other costs customarily incurred in construction work. The District will provide the customer an estimate of line extension costs.

### B. Overhead Line Extensions

Customers requesting extension of overhead lines will be responsible for the costs of the extension. *See Section 12.*

### C. Underground Line Extensions

#### 1. New Single-Family Residence

When a new underground line extension serves a new single-family residence, the customer will provide and install all primary and secondary conduit and vault systems and be responsible for:

- a. the District's cost of the primary cable system and installation; and
- b. the installed costs of transformer(s), service installation charge(s) and meter cost(s); ~~and~~ system capacity charge(s).

The costs of the extension will include labor, transportation, overhead, materials, and other costs customarily incurred in construction work.

#### 2. New Residential Plats, Subdivisions, and Mobile Home Complexes with Individually Owned Lots

The customer/developer will provide all primary and secondary trenching, bedding, conduit, underground vaults, and backfilling as per the Electrical Service Requirements. All customer/developer costs are identified per *Section 12*. The costs of primary and secondary cable systems will include labor, transportation, overhead, materials, and other costs customarily

incurred in construction work and will be paid by the customer before the District provides the service. *See Section 12.*

In addition, the ~~transformer kVA~~ system capacity charge(s), service installation charge(s), and meter charge(s) will be paid by the customer/developer for permanent service to the residence. Charges will be paid prior to the connection of the service.

The District's underground installation of primary cable, padmount transformers, padmount switchgear, and associated equipment will be located within the easement or right-of-way along the front of the lot in new residential plats and subdivisions.

The customer/developer has the option to provide and install a conduit and vault system to accommodate a communication network, enabling customers to connect to advanced communication services through the District's fiber backbone system. All installations must meet the District's Service Requirements.

### 3. Multi-Unit Dwellings, and Non-Residential Installations

Customer/developer will provide all primary and secondary trenching, bedding, conduit, underground vaults, and backfilling. In addition, the customer/developer will pay to the District the cost of the primary cable system and its installation. Service entrance wire and conduit from the transformer to the customer's panel will be installed and owned by the customer. The costs of the primary cable system will include labor, transportation, overhead, materials, other costs customarily incurred in construction work. The customer will pay prior to service connection ~~the for system capacity charge(s) and for~~ the installation of transformer(s) and meter(s), which will be owned and maintained by the District.

### 4. Manufactured Homes and Mobile Home Parks

Service under this provision will apply to trailer and mobile home complexes under single ownership (that is, other than individual ownership of each lot).

Customer will provide all trenching, bedding and backfilling, conduit, the vault and pad for the District's transformer, and all wiring and equipment from the load side of the secondary terminal vault. Customer will own and maintain customer installed equipment, except for primary conduit system and transformer pad. In addition, the customer/developer will pay the cost of the primary cable system to the District. The costs of the primary cable system will include labor, transportation, overhead, materials, and other costs customarily incurred in construction work. The customer will pay prior to service connection ~~the system capacity charge(s) and~~ for the installation of transformer(s) and meter(s), which will be owned and maintained by the District.

### 5. Recreational Vehicle Parks

Customer will provide all trenching, bedding and backfilling, a secondary terminal vault, including terminals, located adjacent to the District's transformer, pad and conduit, and all wiring and equipment from the load side of the secondary terminal vault. Customer will own and maintain customer installed equipment, except for primary conduit system and transformer pad. In addition, the customer/developer will pay the cost of the primary cable system to the District. Estimated costs of the primary cable system will include labor, transportation, overhead,

materials, and other costs customarily incurred in construction work. The Customer will pay prior to service connection the system capacity charge(s) and for the installation of transformer(s) and meter(s), which will be owned and maintained by the District.

#### 6. Agriculture Irrigation Facilities

The customer will provide and install all trenching, conduit, primary junction vaults, transformer vaults, backfilling, and secondary conductors as well as service entrance wiring and equipment. The customer will retain ownership and maintenance responsibility for customer-provided secondary service entrance wiring and associated equipment. The District will retain ownership and maintenance responsibility for the primary system, transformer(s) and meter.

In addition, the system capacity charge(s), the cost of transformer(s), primary cable and associated facilities, meter(s) and service installation charge(s) will be paid by the customer prior to connection of the service.

#### 7. Commercial/Industrial Accounts

The customer will provide and install all trenching, electric conduit, communication conduit, primary junction vaults, transformer vaults, backfilling and secondary conductors, as well as service entrance wiring and equipment. The customer will retain ownership and maintenance responsibility for customer-provided secondary service entrance wiring and associated equipment. The District will retain ownership and maintenance responsibility for the primary system, transformer(s) and meter.

In addition, ~~—~~ the system capacity charge(s), the cost of transformer(s), primary facilities, communication handholes, meter costs, and a service installation charge will be provided by the District and reimbursed by the customer prior to the connection of the service. The District will provide and install current transformers when required.

#### 8. Conversion of Existing Overhead Lines to Underground

The customer will be responsible for the cost of changes (including removals and relocations) of District's facilities completed at the customer's request. Those costs will include labor, transportation, overhead, materials, and other costs customarily incurred in construction work.



**SECTION 12. SERVICE CHARGES****A. Service Charges**

Service charges are based on District cost, and include, but are not limited to labor, transportation, overhead, materials, and other costs customarily incurred in construction work.

DESCRIPTION	CHARGE(S)
Account Set Up	\$25.00
Physical Customer Connect / Reconnect / Disconnect	
7:00 a.m. to 5:45 p.m. (Mon-Thu except Friday and holidays)	No charge
5:45 p.m. to 7:00 a.m. (Mon – Thu)	\$200.00
Any time (Fri-Sun & holidays)	\$200.00
Customer Power Outage	\$200.00
Other than regular business hours, which may include one hour of labor from a licensed electrician. <i>See Section 7, Part G.</i>	
Disconnect at Transformer due to Meter Inaccessibility	\$200.00
Door Tag	\$25.00
Excess Secondary Cable	
In excess of 100 feet:	
Overhead	\$1.1550 per foot
Underground	\$3.354.00 per foot
Meter Inaccessibility	\$25.00 per occurrence
An obstruction prohibiting a successful access of a meter such as overgrown foliage, shrubs, aggressive animal(s) or any objects blocking the meter.	
<b><u>New Service Request Application Fees</u></b>	
<del>Application Fee</del> —Residential	
Single-Phase, 400A or less with self-contained meter	\$150
Single-Phase, up to 800A CT meter	\$200
<del>Application Fee</del> —Commercial/Industrial/Irrigation	
Single-Phase, 200A or less with self-contained meter	\$150
Single-Phase, up to 800A CT Meter	\$200

# AGENDA ITEM 15, ATTACHMENT A

Adopted ~~May 28~~December 10, 2024  
Resolution 14~~2011~~

Three Phase	\$300
Primary Meter	<u>District cost</u>
<del>Application Fee—Residential</del> Subdivisions	
0-10 Lots	\$500
11-20 Lots	\$1,000
21-50 Lots	\$2,500
Greater than 50 Lots	<del>Estimated—</del> <u>See Note*</u>
<u>*Please contact the Engineering Department.</u>	
<b>Meter Installation</b>	
Self-contained meter (1 Phase)	<del>\$150</del> <u>195.00</u>
Self-contained meter (3 Phase)	<del>\$250</del> <u>340.00</u>
Current transformer CT <del>m</del> <u>M</u> eter (1 Phase)	<del>\$500</del> <u>840.00</u>
Current transformer CT meter (3 Phase)	<del>\$800</del> <u>1400.00</u>

DESCRIPTION	CHARGE(S)
Meter Tampering / Diversion	\$500.00 plus all costs incurred by the District to correct.
Meter Test (if discrepancy is 2% or less)	\$50.00
Opt-Out of AMI Meter Installation <del>\$90 one-time</del>	<del>\$90 one-time</del>
Monthly Meter Reading Fee	\$15 per month
<b>Reconnect Following Disconnect for Non-Payment</b>	
7:00 a.m. to 5:45 p.m. (Mon-Thu except Friday and holidays)	No charge
*5:45 p.m. to 7:00 a.m. (Mon-Thu)	\$200.00
*Any time (Fri- Sun & holidays)	\$200.00
*Fees apply when a physical reconnect is required.	
Returned Payments	\$30.00
<b>Secondary Service Installation</b>	
Single-phase, 400 <del>A-amp</del> <u>A-amp</u> , or less with self-contained meter <del>base:</del>	
Overhead	<del>\$150</del> <u>315.00</u>

# AGENDA ITEM 15, ATTACHMENT A

Adopted ~~May 28~~ December 10, 2024

Resolution 14~~2011~~

Underground	\$ <del>400</del> <u>35</u> .00
<del>Metered</del> Temporary Service	<del>\$200.00, plus metered energy used</del>
<del>Metered</del>	<del>\$200.00, plus energy used</del>
<del>Unmetered</del>	<del>\$300.00</del>
<del>Transformer Installation</del>	
<del>System Capacity Fee – Residential</del>	
<del>All electric homes (12.5 kVA @ \$40.00/kVA) Single-Phase, 400A or less with self-contained meter</del>	<del>\$1,750</del> <u>\$500.00</u>
<del>Single-Phase, up to 800A CT meter Gas/electric homes (6.5 kVA @ \$40.00/kVA)</del>	<del>\$2,000</del> <u>\$260.00</u>
<del>System Capacity Fee – Commercial/Industrial/Irrigation</del>	
<del>Single-Phase, 200A or less with self-contained meter</del>	<del>\$2,500</del>
<del>Single-Phase, up to 800A CT Meter</del>	<del>\$3,500</del>
<del>Three-Phase, 120/208V</del>	<del>\$15 per Amp</del>
<del>Three-Phase, 277/480V</del>	<del>\$35 per Amp</del>
<del>Primary Meter</del>	<del>Estimated</del>
<del>Large or remote home with dedicated transformer</del>	<del>District cost</del>
<del>Unauthorized Connects</del>	<del>\$500.00, per occurrence, plus all costs incurred by the District to correct</del>
<del>Unauthorized Connects</del>	<del>\$500.00, per occurrence, plus all costs incurred by the District to correct</del>
<del>Unauthorized Connects</del>	<del>\$500.00, per occurrence, plus all costs incurred by the District to correct</del>

**B. New Service Request Application Fees**

New or enhanced service requests that are completed will have the application fee credited to the final invoice.

**B.C. Field Engineering Services**

A District field engineer will make one (1) engineering visit to a customer's site at no charge. Additional visits required by customer actions ~~may will be charged to the customer at result in a minimum charge of \$50.00 or~~ the actual cost of the visit incurred by the District ~~to be charged to the customer.~~

The District will develop the initial electric distribution system design and cost estimate, using the ~~customer developer's~~ subdivision or plat plan. ~~If the initial design is substantially modified resulting in a re-design by the District field engineer, the aActual charges of \$50.00 per hour incurred by the District may will be assessed to the customer. if the design is substantially modified within 180 days of resulting in re-design by initial design the District field engineer.~~

Cost eEstimates are valid for 30 days. The Customer must be ready for the District to beginstart construction within 60 days of paying the final invoice -unless-granted an extension by the District is granted in a-writing. Jobs not ready for construction within 60 days will be refunded. Tand the customer will need to complete a new application fee notify the District once the work is ready. The District will provide an updated estimate at this time.

**G.D. Metered Temporary Service**

~~Unmetered temporary construction service is provided at a flat rate of \$300.00 for a 90-day period. This service may be extended for an additional 90-day period for an additional \$100.00. If temporary service is required for a period longer than 180 days, the District may require the service be converted to a metered temporary service. Alternatively, it may be considered a permanent installation and customer will be responsible for payment of actual costs.~~

Metered temporary service may be provided at the discretion of the District. The one-time charge for metered temporary service is \$200.00 plus the cost of metered energy used. The customer will be billed monthly, in accordance with the appropriate Rate Schedule.

The customer will pay for all costs related to the metered temporary service requiring the District to extend overhead or underground facilities or install transformers. *See Section 11.*

**EXHIBIT A - RATE SCHEDULES****No. 1, Residential Service****AVAILABILITY:**

Service under this schedule shall be available throughout the District's service area for lighting and power to single family residences. Separately metered services incidental to single family residential service may be served under this schedule.

The maximum size of any motor to be served under this schedule shall be limited to 10 horsepower.

**TYPE OF SERVICE:**

Normal service will be single phase, sixty-hertz alternating current at 120/240 volts. Three phase service and other voltages may be supplied where District facilities are available.

**MONTHLY CHARGES:**

	Effective	05/01/2024	05/01/2025	05/01/2026	05/01/2027
System Charge	Single Phase	\$34.00	\$34.00	\$34.00	\$34.00
	Three Phase	\$58.72	\$58.72	\$58.72	\$58.72
Energy Charge	All kWh	0.0702	0.0732	0.0763	0.0795

**MINIMUM BILL:**

The System Charge unless otherwise provided by contract.

**UNMETERED SERVICE:**

Unmetered service may be provided where, in the opinion of the District, the usage can be determined without using a meter.

**BILLING AND TERMS OF PAYMENT:**

Bills will be computed at monthly intervals. Bills are due and payable on receipt and are delinquent twenty (20) days after the billing date. Failure to receive a bill shall not release the customer from liability for payment. Bills not paid in full on or before the twentieth (20) day after the date of the bill are subject to an additional charge. This charge shall be one percent (1%) of unpaid amounts on monthly bills and shall be applied at subsequent billings.

**GENERAL TERMS AND CONDITIONS:**

Service under this classification is subject to the District's Rules and Regulations for Electric Service.

**EFFECTIVE MAY 1, 2024.**

## No. 2.0, Small General Service

### AVAILABILITY:

Service under this schedule shall be available throughout the District's service area for lighting and power to commercial, industrial, public buildings, and other services not eligible under other rate schedules where measured demand is less than 50 kW at least 10 times during any calendar year.

### TYPE OF SERVICE:

Sixty-hertz alternating current of such phase and voltage as the District may have available.

### MONTHLY CHARGES:

	Effective	05/01/2024	05/01/2025	05/01/2026	05/01/2027
System Charge		\$39.56	\$39.56	\$39.56	\$39.56
Energy Charge	All kWh	0.0771	0.0799	0.0828	0.0857

### MINIMUM BILL:

The System Charge unless otherwise provided by contract.

### UNMETERED SERVICE:

Unmetered service may be provided where, in the opinion of the District, the usage can be determined without using a meter.

### BILLING AND TERMS OF PAYMENT:

Bills will be computed at monthly intervals. Bills are due and payable on receipt and are delinquent twenty days after the billing date. Failure to receive a bill shall not release the customer from liability for payment. Bills not paid in full on or before the twentieth (20) day after the date of the bill are subject to an additional charge. This charge shall be one percent (1%) of unpaid amounts on monthly bills and shall be applied at subsequent billings.

### GENERAL TERMS AND CONDITIONS:

Service under this classification is subject to the District's Rules and Regulations for Electric Service.

EFFECTIVE MAY 1, 2024.

**No. 2.1, Medium General Service****AVAILABILITY:**

Service under this schedule shall be available throughout the District's service area for lighting and power to commercial, industrial, public buildings, and other services not eligible under other rate schedules where measured demand equals or exceeds 50 kW at least 3 times during a calendar year and less than 300 kW at least 10 times during any calendar year.

**TYPE OF SERVICE:**

Sixty-hertz alternating current of such phase and voltage as the District may have available.

**MONTHLY CHARGES:**

	Effective	05/01/2024	05/01/2025	05/01/2026	05/01/2027
System Charge		\$51.88	\$51.88	\$51.88	\$51.88
Energy Charge	All kWh				
	April – August	0.0375	0.0387	0.0399	0.0411
	September - March	0.0475	0.0490	0.0505	0.0520
Demand Charge	All kW	\$8.51	\$8.78	\$9.05	\$9.32

**MINIMUM BILL:**

The System Charge unless otherwise provided by contract.

**DETERMINATION OF DEMAND:**

Demand measurement will be made by suitable instruments at point of delivery and will be the highest average kW load during any 30-minute period each month.

**POWER FACTOR ADJUSTMENT:**

The measured demand for billing purposes will be increased 1% for each 1%, or fraction thereof, by which the average power factor is less than 0.97 lagging.

**UNMETERED SERVICE:**

Unmetered service may be provided where, in the opinion of the District, the usage can be determined without using a meter.

**BILLING AND TERMS OF PAYMENT:**

Bills will be computed at monthly intervals. Bills are due and payable on receipt and are delinquent twenty (20) days after the billing date. Failure to receive a bill shall not release the customer from liability for payment. Bills not paid in full on or before the twentieth (20) day after the date of the bill are subject to an additional charge. This charge shall be one percent (1%) of unpaid amounts on monthly bills and shall be applied at subsequent billings.

**GENERAL TERMS AND CONDITIONS:**

Service under this classification is subject to the District's Rules and Regulations for Electric Service.

**EFFECTIVE MAY 1, 2024**

**No. 2.2, Large General Service****AVAILABILITY:**

Service under this schedule shall be available throughout the District's service area for lighting and power to commercial, industrial, public buildings, and other services not eligible under other rate schedules where measured demand equals or exceeds 300 kW at least 3 months in a calendar year and is less than 3,000 kW at least 10 times during any calendar year.

**TYPE OF SERVICE:**

Sixty-hertz alternating current of such phase and voltage as the District may have available.

**MONTHLY CHARGES:**

	Effective	05/01/2024	05/01/2025	05/01/2026	05/01/2027
System Charge		\$69.26	\$69.26	\$69.26	\$69.26
Energy Charge	All kWh				
	April – August	0.0376	0.0387	0.0399	0.0411
	September – March	0.0469	0.0483	0.0497	0.0512
Demand Charge	All kW	\$8.69	\$8.96	\$9.23	\$9.50

**MINIMUM BILL:**

The System Charge unless otherwise provided by contract.

**DETERMINATION OF DEMAND:**

Demand measurement will be made by suitable instruments at point of delivery and will be the highest average kW load during any 30-minute period each month.

**POWER FACTOR ADJUSTMENT:**

The measured demand for billing purposes will be increased 1% for each 1%, or fraction thereof, by which the average power factor is less than 0.97 lagging.

**UNMETERED SERVICE:**

Unmetered service may be provided where, in the opinion of the District, the usage can be determined without using a meter.

**BILLING AND TERMS OF PAYMENT:**

Bills will be computed at monthly intervals. Bills are due and payable on receipt and are delinquent twenty (20) days after the billing date. Failure to receive a bill shall not release the customer from liability for payment. Bills not paid in full on or before the twentieth (20) day after the date of the bill are subject to an additional charge. This charge shall be one percent (1%) of unpaid amounts on monthly bills and shall be applied at subsequent billings.

**GENERAL TERMS AND CONDITIONS:**

Service under this classification is subject to the District's Rules and Regulations for Electric Service.

**EFFECTIVE MAY 1, 2024**



## AGENDA ITEM 15, ATTACHMENT A

Adopted ~~May 28~~ December 10, 2024  
Resolution 14~~2011~~

### No. 2.3, Industrial Service

#### AVAILABILITY:

Service under this schedule shall be available throughout the District's service area for lighting and power to industrial loads where measured demand equals or exceeds 3,000 kW at least 3 months in a calendar year. This schedule is only available for completed service applications received before February 14, 2023.

#### TYPE OF SERVICE:

Sixty-hertz alternating current of such phase and voltage as the District may have available.

#### MONTHLY CHARGES:

	Effective	05/01/2024	05/01/2025	05/01/2026	05/01/2027
System Charge		\$486.70	\$486.70	\$486.70	\$486.70
Energy Charge*	All kWh				
	April – August	0.0374	0.0385	0.0397	0.0409
	September – March	0.0470	0.0484	0.0498	0.0513
Demand Charge	All kW	\$8.93	\$9.20	\$9.48	\$9.76

\*The Energy Charge shown in the table above is available for customers that have (i) submitted their completed service application before February 14, 2023, and (ii) provided the District with at least six-month's notice of the date by which customer's demand will exceed 2 MW. Unless and until such six-month notice period is completed, the District will calculate and bill such customer's energy charge based on the hourly weighted average electricity price reported in the Powerdex Mid-Columbia Electric Hourly Index for energy delivered, or such other market index as determined by the District in its sole discretion.

#### MINIMUM BILL:

The System Charge unless otherwise provided by contract.

#### DETERMINATION OF DEMAND:

Demand measurement will be made by suitable instruments at point of delivery and will be the highest average kW load during any 30-minute period each month.

#### POWER FACTOR ADJUSTMENT:

The measured demand for billing purposes will be increased 1% for each 1%, or fraction thereof, by which the average power factor is less than 0.97 lagging.

#### BILLING AND TERMS OF PAYMENT:

Bills will be computed at monthly intervals. Bills are due and payable on receipt and are delinquent twenty (20) days after the billing date. Failure to receive a bill shall not release the customer from liability for payment. Bills not paid in full on or before the twentieth (20) day after the date of the bill are subject to an additional charge. This charge shall be one percent (1%) of unpaid amounts on monthly bills and shall be applied at subsequent billings.

#### GENERAL TERMS AND CONDITIONS:

Service under this classification is subject to the District's Rules and Regulations for Electric Service, to the extent not modified by the more specific terms applicable to this rate schedule.

**EFFECTIVE MAY 1, 2024**

**THIS RATE SCHEDULE IS NOT AVAILABLE FOR CUSTOMERS WITH COMPLETED SERVICE APPLICATIONS SUBMITTED ON OR AFTER FEBRUARY 14, 2023**

## **No. 2.4, New Large Industrial Service**

### **AVAILABILITY:**

Service under this schedule shall be available throughout the District's service area for lighting and power service to new large industrial loads where power requirements equal or exceed 3,000 kW and shall be served under a power sales contract with the District.

### **TYPE OF SERVICE:**

Sixty-hertz alternating current of such phase and voltage as the District may have available.

### **TERMS AND RATES FOR ELECTRIC SERVICE:**

New Large Industrial Service customers will be served in accordance with rates and terms established under a contract with the District based on specific customer needs and loads.

### **BILLING AND TERMS OF PAYMENT:**

Service under this classification is subject to the District's Rules and Regulations for Electric Service, to the extent not modified by the more specific terms applicable to this rate schedule or by the terms of the customer's power sales contract with the District.

**EFFECTIVE MAY 1, 2024**

**THIS RATE SCHEDULE SHALL BE APPLICABLE TO NEW LARGE INDUSTRIAL LOADS WITH COMPLETED SERVICE APPLICATIONS SUBMITTED ON OR AFTER FEBRUARY 14, 2023**

**No. 3, Small Agriculture Irrigation Service****AVAILABILITY:**

Service under this schedule shall be available throughout the District's service area for agricultural irrigation and agricultural drainage pumping installations of less than 300 horsepower and uses incidental thereto.

**TYPE OF SERVICE:**

Three phase, sixty-hertz alternating current at available secondary voltage. At the discretion of the District, single phase service will be provided where no single motor exceeds 10 horsepower.

**MONTHLY CHARGES:**

	Effective	05/01/2024	05/01/2025	05/01/2026	05/01/2027
Energy Charge	All kWh				
	April – August	0.0331	0.0341	0.0351	0.0361
	September – March	0.0542	0.0558	0.0575	0.0592
Demand Charge	All kW	\$8.04	\$8.29	\$8.53	\$8.79

**DETERMINATION OF DEMAND:**

Demand measurement will be made by suitable instruments at point of delivery and will be the highest average kW load during any 30-minute period each month.

**DELIVERY POINT:**

Above rates are based upon service to the entire installation through a single delivery and metering point. Service at other delivery points or at different phase or voltage will be separately metered and billed.

**BILLING AND TERMS OF PAYMENT:**

Bills are computed at monthly intervals. Bills are due and payable on receipt and are delinquent twenty (20) days after the billing date. Failure to receive a bill shall not release the customer from liability for payment. Bills not paid in full on or before the twentieth (20) day after the date of the bill are subject to an additional charge. This charge shall be one percent (1%) of unpaid amounts on monthly bills and shall be applied to subsequent billings.

**GENERAL TERMS AND CONDITIONS:**

Service under this classification is subject to the District's Rules and Regulations for Electric Service.

**EFFECTIVE MAY 1, 2024**

**No. 4, Large Agriculture Irrigation Service****AVAILABILITY:**

Service under this schedule shall be available throughout the District's service area for agricultural irrigation and agricultural drainage pumping, and uses incidental thereto, where installations served by one meter are of 300 horsepower or larger.

**TYPE OF SERVICE:**

Three phase, sixty-hertz alternating current at available secondary voltage.

**MONTHLY CHARGES:**

	Effective	05/01/2024	05/01/2025	05/01/2026	05/01/2027
Energy Charge	All kWh				
	April – August	0.0330	0.0339	0.0350	0.0360
	September – October	0.0450	0.0464	0.0478	0.0492
	November - March	0.0543	0.0559	0.0576	0.0593
Demand Charge	All kW	\$9.80	\$10.09	\$10.39	\$10.70

**DETERMINATION OF DEMAND:**

Demand measurement will be made by suitable instruments at point of delivery and will be the highest average kW load during any 30-minute period each month.

**POWER FACTOR ADJUSTMENT:**

The measured demand for billing purposes will be increased 1% for each 1%, or fraction thereof, by which the average power factor is less than 0.97 lagging.

**DELIVERY POINT:**

Above rates are based upon service to the entire installation through a single delivery and metering point. Service at other delivery points or at different phase or voltage will be separately metered and billed.

**BILLING AND TERMS OF PAYMENT:**

Bills are computed at monthly intervals. Bills are due and payable on receipt and are delinquent twenty (20) days after the billing date. Failure to receive a bill shall not release the customer from liability for payment. Bills not paid in full on or before the twentieth (20) day after the date of the bill are subject to an additional charge. This charge shall be one percent (1%) of unpaid amounts on monthly bills and shall be applied at subsequent billings.

**GENERAL TERMS AND CONDITIONS:**

Service under this classification is subject to the District's Rules and Regulations for Electric Service.

**EFFECTIVE MAY 1, 2024**

## No. 5, Street Lighting Service

### AVAILABILITY:

Service under this schedule shall be available to cities, towns, Franklin County and State of Washington installations located in the District's service area upon receipt of an authorized lighting design under this schedule and under contracts based thereon.

This street lighting schedule will be applicable to the service of lighting systems for public streets, alleys, and thoroughfares. Public grounds service existing prior to July 27, 1977, may be provided under this schedule. This schedule of charges for street lighting includes energy only. Any work performed and material furnished by the District in relamping fixtures, making repairs, alterations, changes, and additions to existing systems will be billed at actual cost plus overhead to the responsible party.

### SPECIFICATIONS:

Lighting systems supplied and installed by the developer/customer shall meet all requirements of the District's current Standard Specifications for Street Light Construction. Lighting systems will be supplied at voltages and locations approved by the District.

### MONTHLY RATES:

#### Customer Owned or District Owned

Watt(s)	05/01/2024	05/01/2025	05/01/2026	05/01/2027
100 Watt	3.93	3.93	3.93	3.93
150 Watt	5.35	5.35	5.35	5.35
200 Watt	7.12	7.12	7.12	7.12
250 Watt	8.40	8.40	8.40	8.40
400 Watt	13.24	13.24	13.24	13.24

All other lighting types				
Effective Date	05/01/2024	05/01/2025	05/01/2026	05/01/2027
Rate per metered kWh	0.0879	0.0909	0.0940	0.0971
<b>Other lighting types that are unmetered will be charged using the following calculation:</b>				
Watts x average hour (335) x metered lighting rate shown above.				
Example: 100 Watts x 335 hours = 33,500 watt hours				
33,500/1000 = 33.5 kWh				
33.5 kWh x 0.0879 = \$2.9447				

### BILLINGS AND TERMS OF PAYMENT:

Street lighting will be billed at monthly intervals. Bills are due and payable on receipt and are delinquent twenty (20) days after the billing date. Failure to receive a bill shall not release the customer from liability for payment. Bills not paid in full on or before the twentieth (20) day after the date of the bill are subject to an additional charge. This charge shall be one percent (1%) of unpaid amounts on monthly bills and shall be applied at subsequent billings.

### GENERAL TERMS AND CONDITIONS:

Service under this classification is subject to the District's Rules and Regulations for Electric Service.

EFFECTIVE MAY 1, 2024

**No. 6, Security Lighting Service****AVAILABILITY:**

100 Watt High Pressure Sodium (HPS) lights are available to residential, general service, and irrigation customers. Lights may be added only to existing accounts.

**MONTHLY CHARGES:**

Type	05/01/2024	05/01/2025	05/01/2026	05/01/2027
175 Watt MV	8.14	8.38	8.63	8.89
250 Watt MV	9.40	9.68	9.97	10.27
400 Watt MV	12.24	12.61	12.99	13.38
1000 Watt MV	22.91	23.60	24.31	25.04
100 Watt HPS	7.23	7.45	7.67	7.90
150 Watt HPS	8.26	8.51	8.77	9.03
200 Watt HPS	9.95	10.25	10.56	10.88
250 Watt HPS	12.55	12.93	13.32	13.72
400 Watt HPS	16.88	17.39	17.91	18.45

**Light Types:****HPS** = High Pressure Sodium**MV** = Mercury Vapor

The District reserves the right to install or replace HPS and MV light types with higher energy efficiency options with similar light output equivalent of the HPS and MV lighting.

**CONDITIONS OF SERVICE:**

The District will replace and maintain lamps and control equipment. The light will be installed on a District distribution pole, where space is available.

**BILLINGS AND TERMS OF PAYMENT:**

Bills will be computed at monthly intervals. Bills are due and payable on receipt and are delinquent twenty (20) days after the billing date. Failure to receive a bill shall not release the customer from liability for payment. Bills not paid in full on or before the twentieth (20) day after the date of the bill are subject to an additional charge. This charge shall be one percent (1%) of unpaid amounts on monthly bills and shall be applied at subsequent billings.

**GENERAL TERMS AND CONDITIONS:**

Service under this classification is subject to the District's Rules and Regulations for Electric Service.

**EFFECTIVE MAY 1, 2024**

## **RESOLUTION 1420**

### **A RESOLUTION OF THE BOARD OF COMMISSIONERS OF PUBLIC UTILITY DISTRICT NO. 1, OF FRANKLIN COUNTY, WASHINGTON**

#### **APPROVING REVISED RULES AND REGULATIONS FOR ELECTRIC SERVICE AND SUPERSEDING RESOLUTION 1411**

---

WHEREAS, Public Utility District No. 1 of Franklin County (the District) has developed the Rules and Regulations for Electric Service (Rules and Regulations), that documents the basis and conditions under which, and at what cost, District customers receive electric service; and

WHEREAS, the Rules and Regulations assists the District in meeting requirements of Revised Code of Washington (*RCW*) 19.29.A.020, *Disclosures to Retail Electric Customers*; and

WHEREAS, in accordance with the District's mission and vision statements, and consistent with sound business principles, staff drafted proposed revisions to the Rules and Regulations that reflect current policy and practice and maintain consistency of reference; and

WHEREAS, the Rules and Regulations have been revised to change the terminology from transformer capacity fee to system capacity charge, instituting an engineering new service application fee, and removing the unmetered temporary service, and

WHEREAS, other engineering fees associated with providing new service or enhancing current service were updated, and

WHEREAS, the proposed changes to the Rules and Regulations were reviewed by the Board of Commissioners (the Commission) at the December 10, 2024 regular meeting, now therefore

BE IT RESOLVED, that the Commission approves the revised Rules and Regulations, in substantially the form attached to this Resolution as Exhibit A; and

BE IT FURTHER RESOLVED that the Commission authorizes the General Manager/CEO, or his designee, to approve minor administrative changes as required to keep the document current with District policy, practice and the requirements of the law.

BE IT FURTHER RESOLVED, when any such changes are done staff will provide notification to the Commission.

BE IT FURTHER RESOLVED that these Rules and Regulations will supersede all previous versions.

BE IT FURTHER RESOLVED that Resolution 1411 is superseded.

ADOPTED by the Board of Commissioners of Public Utility District No. 1 of Franklin County, Washington at an open public meeting this 10<sup>th</sup> day of December 2024.

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Stuart Nelson, President

---

Roger Wright, Vice President

---

William Gordon, Secretary



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## SECTION 1. GENERAL INFORMATION

### A. Purpose

In accordance with the Public Utility District No. 1 of Franklin County's (the District) mission and vision statements and consistent with sound business principles, it is the intent and purpose of these Rules and Regulations for Electric Service (Rules and Regulations), as set forth herein, to assure that all customers of the District receive uniform and equitable consideration when acquiring electric services.

### B. Scope

These Rules and Regulations are, by reference, a part of all applications and agreements for delivery of electric power. They are equally binding on the District and its customers. Copies of the Rules and Regulations are available at the District's Administration Building during the business hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday, except Friday and holidays, and anytime on the District's Website at <https://www.franklinpud.com/index.php/who-we-are/rules-regulations/>

### C. Revision

These Rules and Regulations may be revised, amended, or otherwise changed at any time by the District. These Rules and Regulations supersede all previous versions.

### D. Conflict

In case of conflict between any provisions of the Rate Schedules and the Rules and Regulations, the provisions of the Rate Schedules will prevail. *See Exhibit A.*

### E. Protection of Customer Information

The District is required to maintain the personal information of its customers in a secure environment. The District only shares customer information with third parties when it is necessary to conduct essential business functions (such as bill processing services), and in those instances the District holds third party vendors to the same standards regarding customer information as it holds itself. The District does not sell, rent, or trade customer personal information to any other third party, however, the District may disclose customer personal information if required by law. The Customer Privacy Rights Statement is available on the District's Website at <https://www.franklinpud.com/customer-privacy-statement>

### F. Public Disclosure

Customer information including address, email address, telephone number, credit card number, social security number, driver's license number, bank account number, and other personal information may be exempt from public disclosure. However, certain billing information (including usage and billing information in increments equal to or greater than a billing cycle) may be disclosed to the public.

Requests for customer information from law enforcement agencies must state in writing that the particular customer to whom the records pertain is suspected of having committed a crime, cite the

authority for the request under RCW 42.56.335, and state that the agency has a reasonable belief that the records could help determine whether the suspicion is true.

A customer can request that the information contained in his or her account be opened to realtors, selling agents, or others by giving written authorization to the District.

### **G. Electronic Payments**

The District offers customers the ability to make payments by credit card, debit card, and electronic checks through services provided by a third-party payment processing vendor. The District is not directly involved in the processing of these payments. Customers using these services are subject to the vendor's terms and conditions.

### **H. Wholesale Broadband Service**

The District owns and operates a broadband telecommunications network that is an integral component of its electric system. The broadband telecommunications network is a fiber optic and wireless network, and excess capacity is sold wholesale to Retail Service Providers. The District shall determine the availability of capacity on its broadband telecommunications network as requests are made for use of the broadband telecommunications network.

### **I. Exceptions**

Any exceptions to these Rules and Regulations must have the written approval of the District's Auditor or designee.

## **SECTION 2. RESIDENTIAL ELECTRIC SERVICE**

### **A. Application for Service**

Prospective customers requesting Residential Service Rate electric service are required to furnish the District the following:

1. full name, mailing address, and service address;
2. an active telephone number where the customer can be contacted;
3. any one of the following:
  - a. a valid social security number,
  - b. a valid government-issued photo identification, such as a Driver's License, that has been issued by a governmental body located within the United States, or
  - c. a valid Passport issued by any country;
4. notification of any life support equipment being used by any occupant(s) residing at service address; and
5. if renting, a lease, or rental agreement when requested by the District.

### **B. Account Set Up Charge**

An account set up charge will be billed on the first bill. Additional terms and conditions for account set up charges are listed below:

1. The District will charge \$25.00 for the first account and \$5.00 for each additional account when the same customer or owner applies for service for several accounts:
  - a. at the same address; and
  - b. at the same time.
2. The District will not apply account set up charges in the following cases:
  - a. changes in name on an account when there is no change in occupancy or service address;
  - b. when an account is transferred to the owner/manager's name under the Agreement to Provide Continuous Electric Service (Owner Agreement). *See Section 7, Part I*; or
  - c. when an account is for temporary or construction service.

### **C. Deposits**

A deposit, not to exceed \$500.00, is required for all new residential accounts at the time of application for service. The deposit amount is based on the estimated charges that would accrue from the two (2) billing periods that have the highest kWh usage in the last twelve (12) months the service address was occupied.

Deposits are due before electric service is provided. At its discretion, the District may allow the customer to make payment arrangements at the time of application. Any unpaid deposit will be included on the first bill. Service may be discontinued if the payment arrangements are broken.

The District may waive the deposit requirement if:

- the OnLine Utility Exchange validates and approves the customer's payment history; or
- a customer provides a reference from an electric utility indicating a satisfactory payment history of at least twelve (12) consecutive months within the past thirty-six (36) months. The reference must include the utility name, address, and phone number to enable verification by the District.
- a customer enrolls in the "Pay As You Go" program. See *Section 2. Part I* for more information.

Customers who maintain a satisfactory payment history for twelve (12) consecutive months or more will receive a deposit refund in the form of a credit to the account. The District will not be responsible to the customer for accruing or applying interest to deposits.

The District may assess an additional deposit of \$200.00 per incident from active customers if service is disconnected for non-payment. The customer's deposit on record may be capped at an amount equal to the sum of the two (2) highest bills in the most recent twelve- (12) month period.

Deposits will be applied to the account(s) upon termination of service and the remaining balance, if any, refunded to the customer.

#### **D. Billing**

The first bill will include the new account set up charge(s), any remaining unpaid deposit(s), and all applicable charges related to electric service(s). If the first billing period is less than ten (10) days of service, a bill will not be issued until the following month. The System Charge will be prorated for the number of days of service during the first bill period.

Electric service is billed on a monthly basis. Some variation in billing periods may occur as service is not measured or billed on a specific day.

District billings are due and payable on receipt and are delinquent twenty (20) days after the billing date. The District will issue a Final Notice to customers that have a delinquent balance due. The District will disconnect electric service on delinquent accounts approximately ten (10) days from the date the Final Notice was issued if payment has not been received or payment arrangements have not been made.

Customers may contact the Customer Service Department for consideration of payment arrangements if they are unable to pay a monthly bill or delinquent balance. Payment arrangements are made at the discretion of the District. Customers with an outstanding balance in excess of \$300.00 may be required to make an immediate payment of at least 50% of the outstanding balance before establishing a payment arrangement. Broken payment arrangements are subject to disconnection of electric service for active accounts or assignment to a collection agency for closed accounts without further notice to the customer.



Disconnection of delinquent accounts during a national weather service announced heat advisory or during the period from November 15 through March 15 are subject to the requirements of RCW 54.16.285.

### **E. Discontinuance of Service**

The customer must notify the District at least five (5) business days in advance of the date service is to be discontinued (end-service date). The customer is also required to provide the District a forwarding address for any future mailings such as the final bill. The District will read the meter as close as possible to the end-service date. The District reserves the right to estimate the bill if unable to obtain a final meter reading. The System Charge will be prorated for the number of days of service during the final bill period.

When notification is made, the District will make reasonable efforts to:

1. validate the identity and authority of the individual making such notification;
2. verify address where service is being terminated;
3. obtain name and forwarding address for future mailings; and
4. verify if service address will remain occupied or vacant.

If the service address will remain occupied, the District will make a reasonable effort to notify the new occupants of discontinuation of service to allow the new occupants an opportunity to sign up for service.

Discontinuance of service for any cause does not release the customer's obligation to pay for energy received, or from charges specified in any existing contract.

The District may discontinue service due to unsafe conditions of the customer's facilities. Restoration of service requires Washington State Department of Labor and Industries (L&I) approval. If service has been disconnected for a period of six (6) months or longer the District will require a Washington State Department of L&I inspection.

### **F. Change of Occupancy**

It is the responsibility of the customer (account holder, co-applicant, spouse, domestic partner, or roommate) to notify the District when they have moved from the premise and are no longer using electric service at that location.

The customer will give notice of change of occupancy to the District five (5) business days prior to change, when such change of occupancy or legal action affects services being provided by the District. The customer of record is responsible to pay for all service supplied until final reading can be obtained and account has been closed.

### **G. Budget Payment Plan Billing**

The District's Budget Payment Plan (budget plan) is an option offered for the customer's convenience. The budget plan allows customers to pay an equal amount every month. Customers must have a zero (0) balance on their account to begin participation in the budget plan. The District requires customers establish a minimum of six (6) months of electric usage before signing up.

Customers may participate in the District's budget plan by contacting the Customer Service Department.

The budget plan's equal payments are based on the average of the previous twelve (12) months electric usage for the service address. The usage is summarized and then divided into twelve (12) equal payments to establish the initial payment amount. The District will evaluate the customer's budget plan periodically or at a minimum every March and September and adjust the budget plan amount accordingly.

While the budget plan amount is the amount due each month, the customer is responsible for the actual electric usage. The monthly bill will reflect the actual electric usage balance, and the amount due will be the budget plan amount.

The District may remove a customer from the budget plan if payments made are less than the established budget plan amount or not current. The District will notify the customer that their account has been removed from the budget plan. Once removed, the full account balance will become due and payable on its regular collection cycle and the District's collection procedures will apply. Customers that are removed from the budget plan must have a zero (0) balance before they can be reinstated.

## **H. Low-Income Rate Discounts and Other Assistance Options**

The District offers a discounted rate for Low-Income Senior Citizens who are District customers, and Low-Income Persons with a disability who are customers of, or who reside with a customer of, the District with electric service under Rate Schedule 1, Residential Service.

Customers can apply for either low-income rate discount at any time by completing the application and meeting the specified income eligibility criteria. Only one rate discount will be applied to the customer's account regardless of whether they qualify for both. Only the customer's primary service address will receive the discount. Additional assistance information is provided below:

### **Low-Income Senior Citizen Rate Discount:**

1. A Low-Income Senior Citizen is defined as a person:
  - a. who is sixty-two (62) years of age or older; and
  - b. whose total annual income for the previous calendar year, including that of his/her spouse or co-tenant, is at or below a defined income eligibility criteria.
2. Income eligibility criteria for the Low-Income Senior Citizen Discounts are as follows:
  - a. Annual income above 125% and at or below 175% of the federally established poverty level receives a 15% electric rate discount.
  - b. Annual income at or below 125% of the federally established poverty level receives a 30% electric rate discount.

### **Low-Income Disabled Citizen Rate Discount:**

1. A Low-Income Disabled Citizen is defined as a person:
  - a. who qualifies for special parking privileges under RCW 46.19.010(1) (a) through (h);
  - b. is a blind person as defined in RCW 74.18.020(4); or

- c. is a disabled, handicapped, or incapacitated person as defined under any other existing state or federal program.
2. Income eligibility criteria for the Low-Income Disabled Citizen Rate is as follows:
- a. Annual income, including that of his/her spouse or co-tenant, is at or below 125% of the federally established poverty level receives a 30% electric rate discount.

The District requires customers receiving either discount to verify they continue to meet the eligibility criteria annually or upon request of the District. Customers unable to verify eligibility requirements within sixty (60) days of the District's request will be removed from the rate discount program.

### **Other Assistance Options:**

A customer may qualify for assistance in paying their electric bill by contacting the following organizations:

- a. Benton Franklin Community Action Connections (CAC) ..... 509-545-4065
- b. WA State Department of Social and Health Services ..... 509-735-7119
- c. St. Vincent de Paul ..... 509-544-9315

For information on other assistance programs that may be available, please contact the Customer Service Department at 509-547-5591.

## **I. Pay As You Go Program**

The District's Pay As You Go Program is a way for customers to have greater control over their electric bills. The Pay As You Go Program allows residential customers to prepay for their electric usage. By purchasing electricity in advance, customers can plan their budget and closely monitor their usage. Enrollment is voluntary and there are no additional costs or fees for customers who participate.

- 1. Customers will not be assessed a deposit when signing up for service.
- 2. Customers with an existing deposit can transition to the Pay As You Go Program and apply the deposit to their account.
- 3. Customers will receive electronic notifications to closely monitor and manage their account.
- 4. Customers who are part of the Pay As You Go Program will not be charged late fees.

The daily cost of electricity will be calculated using the Residential Service Rate Schedule. Daily costs will include a system charge, cost of electric usage and tax. The system charge will be calculated by dividing the monthly system charge by 30. Each day the calculated daily cost will be deducted from the account balance (referred to as the prepaid balance). When the prepaid balance falls below a zero balance the meter will be disconnected. Disconnections will occur seven days a week. The meter will automatically reconnect once payment is made.

Customers are responsible for notifying the District of changes to any contact information, including telephone numbers, email addresses, and mailing addresses in order to stay aware of account balances and usage alert information.

Customers who elect to enroll in the Pay As You Go Program remain subject to all District policies and requirements. The District's billing dispute process is available to customers to resolve Pay As You Go account decisions, including the right to contest a disconnection of service.

Pay As You Go is only available to customers with advanced metering infrastructure (AMI) meters that can be remotely disconnected and reconnected.

### **SECTION 3. OTHER ELECTRIC SERVICE**

#### **A. Application for Service**

The delivery of electric service by the District and its acceptance by the customer will be deemed to constitute an agreement with and acceptance of the District's policies, including these Rules and Regulations.

Customers requesting service from District Rate Schedules other than the Residential Service Rate, shall furnish the following:

1. full name, mailing address, and service address;
2. an active telephone number where the customer can be contacted;
3. name of business as registered with the state;
4. business entity type, such as corporation, partnership, LLC;
5. Federal Tax ID number, if requested; and
6. UBI or current local business license.

For locations with existing electric service, the customer must notify the District at least five (5) business days in advance of the date service is to begin (start-service date).

Electric service for new construction connections are subject to the District's Electrical Service Requirements (Service Requirements) and schedule. Copies of the Service Requirements are available at the District's Administration Building between the business hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday except Friday and holidays, and anytime on the District's Website at <https://www.franklinpud.com/engineering-services>

Large industrial or commercial contracts for electric service may be individually written in accordance with the Rate Schedule requirements and will contain such provisions and stipulations as may be necessary or desirable to protect the interests of both the District and customer.

#### **B. Discontinuance of Service**

The customer must notify the District at least five (5) business days in advance of the date service is to be discontinued (end-service date). The customer is also required to provide the District a forwarding address for any future mailings such as the final bill. The District will read the meter as close as possible to the end-service date. The District reserves the right to estimate the bill if unable to obtain a final meter reading.

When notification is made, the District will make reasonable efforts to:

1. validate the identity and authority of the individual making such notification;
2. verify address where service is being terminated;
3. obtain name and forwarding address for future mailings; and
4. verify if service address will remain occupied or vacant.

If the service address will remain occupied, the District will make a reasonable effort to notify the new occupants of discontinuation of service to allow the new occupants an opportunity to sign up for service.

Discontinuance of service for any cause does not release the customer's obligation to pay for energy received, or from charges specified in any existing contract.

The District may discontinue service due to unsafe conditions of the customer's facilities. Restoration of service requires Washington State Department of L&I approval. If service has been physically disconnected for a period of six (6) months or longer the District will require a Washington State Department of L&I inspection.

### **C. Change of Occupancy**

It is the responsibility of the customer (business, account holder, co-applicant, spouse, domestic partner, or roommate) to notify the District when they have moved from the premise and are no longer using electric service at that location.

The customer will give notice of change of occupancy to the District five (5) business days prior to change, when such change of occupancy or legal action affects services being provided by the District. The customer of record is responsible to pay for all service supplied until final reading can be obtained and account has been closed.

### **D. General & Industrial Service Deposits, Rate Schedules 2.0 to 2.3**

A deposit is required from new accounts covered in these Rate Schedules. The District sets the deposit amount at the estimated charges that would accrue from the two (2) highest billing periods during the previous consecutive twelve (12) months. The District may periodically review the deposit for adequacy and adjust if necessary. Deposits are due before electric service is provided.

The District may waive the deposit requirement if the customer can provide:

- an acceptable credit report; or
- financial documents (i.e. financial statements or tax returns) covering the most recent two (2) year period that indicate profitable operations during that period.

Customers who maintain a satisfactory payment history for twenty-four (24) consecutive months or more may receive a deposit refund in the form of a credit to the account. The District will not be responsible to the customer for accruing or applying interest to deposits.

The District may assess an additional deposit per incident from active customers if service is disconnected for non-payment. The customer's deposit on record may be capped at an amount equal to the sum of the two (2) highest bills in the most recent twelve (12) month period.

Deposits will be applied to the account(s) upon termination of service and the remaining balance, if any, refunded to the customer.

### **E. New Industrial Service Payment Security, Rate Schedule 2.4**

All customers under Rate Schedule 2.4 shall provide and maintain payment security, either in the form of a cash deposit or Letter of Credit from a qualified institution, with the amount and form of such security being determined by the District in its sole discretion. For cash deposits, the District may require the customer to enter into a deposit account control agreement or other agreement to perfect the District's security interest in such funds.

As used herein, "Letter of Credit" means an irrevocable standby letter of credit in a form acceptable to the District, and issued by a U.S. commercial bank or trust company or the U.S. branch of a foreign bank (in either case, which is not an affiliate of customer) having assets of at least \$10 billion and a Credit Rating of at least (a) "A-" by S&P and "A3" by Moody's, if such entity is rated by both S&P and Moody's or (b) "A-" by S&P or "A3" by Moody's, if such entity is rated by either S&P or Moody's but not both. "Credit Rating" means the respective rating then assigned to an entity's unsecured, senior long-term debt or deposit obligations (not supported by third party credit enhancement) by S&P, Moody's or other specified rating agency or agencies, or if such entity does not have a rating for its unsecured, senior long-term debt or deposit obligations, then the rating assigned to such entity as its "corporate credit rating" by S&P. Customer bears all costs of the Letter of Credit.

## **F. Irrigation Rate Deposits, Rate Schedules 3.0 and 4.0**

The District will require new accounts covered under the Agricultural Irrigation Rate Schedules to select one of the deposit options below.

### **1. Prepayment of a Deposit Amount.**

A deposit is required for all new irrigation accounts at the time of application for service. The deposit amount is based on the estimated charges that would accrue from the two (2) billing periods that have the highest kWh consumption in the last twelve (12) months the service location was being utilized.

### **2. Bank Letter of Credit.**

Customer supplies an irrevocable Letter of Credit issued by a financial institution to guarantee payment of the estimated annual electric service bill as determined by the District. If the Letter of Credit amount becomes insufficient during the irrigation season, the customer must obtain an increase to the credit line to cover the remaining anticipated electric service bills for that season.

### **3. Automatic Payment.**

Customer signs up for automatic payment on the account using either direct draft from the customer's bank account, ACH or with a valid credit card having an available balance of not less than the highest amount billed in any one month. If the customer selects this option and an automatic payment is declined at no fault of the District, the customer must provide the deposit using either option #1 or #2 in this section.

At the discretion of the District, the Customer Service Manager may stipulate a payment and security arrangement with a customer as necessary or desirable to protect the interest of both the District and the customer.

Customers who maintain a satisfactory payment history for twenty-four (24) consecutive months or more may receive a deposit refund in the form of a credit to the account. The District will not be responsible to the customer for accruing or applying interest to deposits.

The District may assess an additional deposit per incident from active customers if service is disconnected for non-payment. The customer's deposit on record may be capped at an amount up to the equivalent of the sum of the two (2) highest bills in the most recent twelve (12) month period.

Any deposits collected will be applied to the account(s) upon termination of service and the remaining balance, if any, refunded to the customer.



## **SECTION 4. APPLICABILITY OF RATE SCHEDULES**

### **A. Additional Rate Information**

District Rate Schedules are based upon electric service requirements, environmental considerations, and cost. Rate Schedules are set and adopted by the District's Commission and establish charges for electric service according to classification. Public notices of rate hearings will be printed in the newspaper and published on the District's website. *See Exhibit A.*

The Residential Service Rate may be applicable to single family dwellings, including shops, machine sheds, barns, domestic pumps, and other electric energy used on the farm for all ordinary processing of crops or products of the farm, where such crops or products are produced on the farm operated by the customer.

The appropriate General Service Rate will be applied to electric energy used on farms when the electric service is used for:

1. Processing or feeding, for resale or for hire, of crops, products or livestock not produced on the customer's own farm.
2. Continuous production of salable articles, other than normal farm products, or for any distinctly commercial or industrial process, or for any operation substantially greater than usual farm operations.

If any of the General Service Rate Schedules are applied, the customer may obtain the Residential Rate for the strictly domestic uses by separating the services and providing for installation of separate metering equipment as outlined in the Service Requirements. The customer is responsible for meter installation costs.

### **B. Commercial Uses of Portions of Single Family Residence**

In a dwelling regularly used for any commercial purpose, the customer may wire for separate metering of the residential and commercial portions of the building. Otherwise, the General Service Rate will apply to the entire building. In the event there are no employees, other than the occupant(s), and the commercial use is estimated to be less than 25% of the total use, the Residential Service Rate may apply to the entire building.

## **SECTION 5. BILLINGS AND CHARGES**

### **A. Determination of Rate Schedules**

The District publishes equitable and nondiscriminatory rate schedules for each class of service which adequately compensates the District for costs associated to provide that class of service. The District selects the applicable rate schedule at the initiation of electric service. *See Exhibit A.*

Customers cannot transfer from one rate schedule to another or temporarily disconnect their service to avoid or minimize seasonal charges, demand charges or other applied charges. Transfers from one class of service to another should not occur more often than once in a twelve-month period and only if conditions warrant such a change as outlined in the District's Rate Schedules.

### **B. Billing Period**

Electric service is billed on a monthly basis. Some variation in billing periods may occur as service is not measured or billed on a specific day.

### **C. Minimum Bill**

The minimum bill amount is specified in each rate schedule, unless otherwise provided by contract.

### **D. First Bill**

The first bill will include the new account set up charge(s), unpaid deposit(s), and all applicable charges related to electric service(s). If the first billing period is less than ten (10) days of service, a bill will not be issued until the following month. The System Charge will be prorated for the number of days of service during the first bill period.

### **E. Final Bill**

The customer must notify the District at least five (5) business days in advance of the date service is to be discontinued (end-service date). The customer is also required to provide the District a forwarding address for future mailings such as the final bill. The District will read the meter as close as possible to the end-service date. The District reserves the right to estimate the bill if unable to obtain a final meter reading. The System Charge will be prorated for the number of days of service during the final bill period.

### **F. Estimated Bill**

If for any reason a meter reading is not obtained for any particular period, the District may estimate a meter read. The resulting estimated bill will be based on the usage history at that address. Estimated meter reads will be adjusted to actuals once a meter read is obtained. If the customer receives a bill containing an estimated read and would like an actual read to validate the estimate, they can contact the Customer Service Department.

If de-energizing a transformer is required for District maintenance and/or repair; and the customer is unwilling to accommodate the District's request, then the customer agrees to the District's reasonable estimate based on the customer's historical usage.

## **G. Bill Adjustments**

The District may adjust any bill when it has determined that a billing error has occurred and will revise such bill on the basis of the best evidence available.

All adjustments will be for a period of no more than three (3) years from date the error occurred except as approved by the Commission. In cases where an under billing is the result of false or inaccurate information provided or procured by the customer, this limitation shall not apply.

Bill adjustments may be waived by the District when the cost of recovery makes it uneconomical.

## **H. Bill Hearings**

Customers may discuss or dispute a bill or service matter with a Customer Service Specialist at any time during the District's business hours. If unresolved, the customer may request a meeting with the Customer Service Manager. If still unresolved, the customer may request a hearing with the District's designated Hearing Officer. The request must be made no later than five (5) business days after the initial meeting with the Customer Service Manager. The hearing will be scheduled at a mutually convenient time. The Hearing Officer will render a written decision within ten (10) business days following the hearing. Further appeals can be done as per RCW 19.29A.020.

## **I. Service Charges**

Service charges are determined based on District cost and include but are not limited to the following:

1. establishing service accounts;
2. transferring service from one address to another;
3. door tagging to collect on a delinquent account;
4. door tagging to notify of need to sign up for service;
5. physical reconnecting of service for non-payment;
6. disconnecting service for fraudulent use;
7. disconnecting service for non-compliance with these Rules and Regulations;
8. testing a meter at the customer's request; or
9. failure to give access to meter(s).

For additional charges see *Section 12. Service Charges*.

## **J. Collections**

The District will take action as permitted by law for the enforcement and collection of all bills or other charges. The District may transfer any delinquent bill(s) or unpaid charge(s) owed by the customer to an existing or new service account of the customer. *See Section K.*

District bills are due and payable on receipt and are delinquent twenty (20) days after the bill date. Terms of payment are provided in the District's Rate Schedules. Failure to receive a bill will not release the customer from obligation of payment. The District may refuse to connect or may disconnect service for violation of any of its policies or these Rules and Regulations.

**K. Transfer of Previous Charges from Unpaid Accounts**

The District may transfer to an existing or new service account any delinquent bill(s) or unpaid charge(s) owed to the District. The transferred balance will be considered part of the customer's obligation to the District as if the delinquent or unpaid balance had been incurred at the present service address. The District may permit payment arrangements on such transferred balances. *See Section 6, Part D.*

The District may apply any payment received from the customer or by agencies toward the customer's transferred balance.

The District will make reasonable efforts to notify the customer of unpaid balances discovered by the District, including the dates and location of the service, the District's regulations concerning transferred balances, and the possibility of disconnection of service.

If it is determined that a customer who has an outstanding balance from a previous account with the District is receiving benefit of electric service through a different account with the District, but not in his or her name, the outstanding balance may be transferred to the active account.

**L. Demand Billing**

The term "demand" as used herein or in the District's Rate Schedules, refers to the highest average demand over any thirty (30) minute period each billing cycle. Demand billing will be on the basis stated in individual Rate Schedules. *See Exhibit A.*

Service to demand accounts will be billed for actual demand charges.

**M. Tax Adjustment**

The amount of any tax levied on the revenues of the District, or assessed on the basis of meters or customers, or on the volume of energy purchased or sold, will be added to the energy charge to the customer. Any such tax adjustment will continue in effect only for the duration of such taxes.

## **SECTION 6. COLLECTION PROCEDURES AND PAYMENTS**

### **A. Disconnect / Delinquent Accounts**

District bills are due and payable on receipt and are delinquent twenty (20) days after the billing date. The District will issue a Final Notice to customers that have a delinquent balance due. The District will disconnect electric service on delinquent accounts approximately ten (10) days from the date the Final Notice was issued if payment has not been received or payment arrangements have not been made. *See Part D.*

The District will attempt to contact the customer prior to disconnect by either mail, telephone, and/or notice delivered to the address. A customer must pay the past due amount in full at least 24 hours prior to the disconnect date to avoid potential interruption of service. The District will not schedule disconnections for non-payment on delinquent accounts the day before, the day of, or the day after a District observed holiday.

If the District is unable to disconnect the service due to inaccessibility of the meter, the District will disconnect service at the transformer. Additional charges may apply. *See Section 12.*

### **B. Payment of Services**

Where two or more persons enter into an account for electric service, such person(s) will be jointly and individually liable on such account and will be billed by means of a single monthly bill mailed to the primary applicant.

When a person or business (account holder, co-applicant, spouse, domestic partner, or roommate) is occupying or residing at a premise receiving electric service from the District, that person or business is presumed to have used the electric service and is considered a customer of the District. Such person or business will be equally responsible for payment of the bills for electric service accumulated during the period of occupancy. It is the customer's responsibility to notify the District when they have moved from the premise and are no longer using electric service at that location.

Whether or not the District obtained a joint application, where two or more persons are living in the same residence and benefit from the electric service provided by the District, they will be jointly and individually liable for the bill for electric service supplied.

The delivery of electric service by the District and its acceptance/usage by the customer shall be deemed to constitute an agreement with, and acceptance of the District's policies, including these Rules and Regulations.

### **C. Collection of Unpaid Closed Accounts**

Customers that have terminated service with the District and have a delinquent balance due after thirty (30) days will be issued a Final Bill Notice allowing the customer ten (10) days to pay. If the account is not paid in full, it will be presented to the Commission for approval to assign to a collection agency for legal action.

Once assigned to a collection agency, the customer must pay their outstanding District debt with the assigned collection agency before a new service account can be opened or to avoid disconnection of current service if an outstanding balance assigned to a collection agency is discovered.

**D. Payment Arrangements**

Customers may contact the Customer Service Department for consideration of payment arrangements if they are unable to pay a monthly bill or delinquent balance. Payment arrangements are made at the discretion of the District. Customers with an outstanding balance in excess of \$300.00 may be required to make an immediate payment of at least 50% of the outstanding balance before establishing a payment arrangement. Broken payment arrangements are subject to disconnection of electric service for active accounts or assignment to a collection agency for closed accounts without further notice to the customer.

**E. Remote Disconnection/Reconnection of Service**

Service disconnection and reconnection will be done remotely when possible. Any service that has been disconnected for non-payment will be automatically reconnected without notice to the customer when sufficient payment is made to restore the service.

## **SECTION 7. CUSTOMER RESPONSIBILITIES**

### **A. Customer's Responsibility for District's Property**

The customer is responsible for taking all reasonable and proper precautions to prevent damage to the District's property on the customer's premises. Any customer or person damaging, removing, disconnecting or otherwise interfering with property belonging to the District will be subject to prosecution under law. The customer shall provide space for and exercise proper care to protect the District's property on customer's premises. This shall include meters, premises gateway devices, instrument transformers, wires, conduits, and other property installed by the District. In the event of loss or damage to the District's property due to customer's neglect of the above, the District may collect from the customer the cost of repairs or replacement. The customer shall not enter, make repairs, operate equipment or tamper with the District's property.

The District installs its underground facilities at a depth in excess of applicable codes. It will be the customer's responsibility to maintain such ground depth.

Where the situation warrants, and when given adequate notification, the District will furnish a standby serviceman during regular business hours for customers who wish to do tree falling, clearing, blasting or such other activities that may endanger District property. This shall not be construed to mean that the District will provide this service on a repetitive basis without a charge. The District reserves the right to charge the customer for this service based on the actual costs to the District.

### **B. Accessibility**

Meters and remote recording devices will be located in spaces that are accessible to District personnel at all times for reading, repair, maintenance and inspection. The customer is responsible for maintaining obstructions such as fences, buildings, aggressive animals, and foliage so as not to interfere with the District's facilities and accessibility.

By receiving electric service, the customer grants all necessary permission to enable the District to install and maintain its facilities on the customer premises. The District shall have the right through its employees, contractors, or other agents, to enter upon the premises of the customer at all reasonable times for the purpose of reading, testing, connecting, disconnecting, inspecting, repairing or removing the facilities of the District, and to inspect, measure, sample and test customer-owned facilities. The District requires 24-hour access to all its facilities for emergency repairs and system operations.

If any District meters or equipment are located behind customer lock(s), the customer will furnish the District with key(s) to the lock(s). District facilities located behind customer lock(s) will require the use of a double hasp dual locking system utilizing a District padlock or other suitable means of maintaining access. Customers are responsible for any damage done or costs incurred by the District in gaining access.

The District will be granted access to the meter at all times to perform periodic physical reads, in addition to any necessary maintenance and inspection.

When the District encounters an obstruction to District property or equipment, the District may notify the customer and request correction; however, the District may take the necessary steps to obtain immediate access to its equipment without providing prior notification to the customer. After reasonable attempts to gain access for a meter read, the District will replace the existing meter with an automated meter infrastructure (AMI) meter regardless of opt-out status without further notice to the customer.

If the obstruction is not corrected within the time specified in the notice, the District may correct the obstruction and the customer may be obligated to reimburse the District for all costs and expenses incurred in correcting the obstruction. If the District is unable to correct the obstruction, it reserves the right to discontinue electric service until corrections are made.

In the event a District employee is bitten by a customer's animal, the District will contact the local health department, animal control and/or law enforcement. The customer will be required to provide vaccination records immediately to the proper agency or the District upon request. If no records are provided, the District will follow the procedure as per the appropriate governing agency.

### **C. Life Support Systems**

In order to be notified in advance of planned electrical outages, a customer/patient utilizing a life-support system must complete a Request for Medical Alert Designation, which includes a Medical Certification to be completed by a licensed medical practitioner. This form is available at the District's Customer Service Area during business hours and anytime on the District's website at <https://www.franklinpud.com/index.php/programs-services/medical-alert-designation/>

The customer/patient is responsible to provide the District in writing a telephone number that will enable timely contact by the District 24 hours per day; and to notify the District as soon as possible of any change in telephone number or medical situation of the person on life support services or when/if the life support equipment is no longer being utilized at the residence. Customers must update their Request for Medical Alert Designation form annually.

The District does not guarantee constant or continuous electric service, and because of this the District will make a reasonable effort to notify such life support system customers/patients of planned power outages, in advance, giving the date, time, and length of planned power outages. In the event of any periods of non-payment for the account at which the customer resides, the District reserves the right to disconnect delinquent accounts, to install a load limiting device, or to take other action as the District deems appropriate.

In the event the customer/patient needs to significantly increase the life support system electrical load, the customer will give sufficient advance notice to the District, so it may determine the need for any additional facilities. The customer will be liable for the cost of damages if the customer fails to notify the District and the District's equipment is damaged as a result.

### **D. Customer's Wiring and Equipment**

The customer is responsible for providing suitable protective equipment such as fuses, circuit breakers, relays and surge protectors to adequately protect the customer's equipment against under or over voltage conditions. If three-phase service is provided, it will be the customer's responsibility



to also protect against phase failure. The District will take reasonable precautions to prevent power interruptions, phase failures or abnormal voltage variations but does not guarantee that such conditions will not occur. Accordingly, the District recommends the customer provide protective equipment in order to avoid/minimize damage to the customer's property. The customer's wiring up to and including the meter base, must be in accordance with applicable local and state wiring codes and must be inspected by the Washington State Department of L&I Electrical Inspector or other agencies approved by Federal or State regulations. The customer is responsible to protect its equipment from any power anomalies or delivery interruptions.

The District reserves the right to refuse or discontinue service to the customer's equipment or wiring where, in the opinion of the District, such equipment is in hazardous condition, inoperable, damaged or not in conformity with lawful codes and local regulations. The customer is solely responsible for the maintenance and safety of the customer's wiring and equipment. The customer's wiring up to and including the meter base, must be in accordance with applicable local and state wiring codes and must be inspected by the Washington State Department of L&I Electrical Inspector or other agencies approved by the Federal or State regulations prior to being energized by the District. The District will not be liable in any way for any injuries or property damages occurring to the customer or to third parties because of contact with, or failure of, any portion of the customer's wiring and equipment.

Whenever an existing customer is modifying their equipment or wiring that requires the District to disconnect their service, the customer must obtain an Electrical Work Permit from the Washington State Department of L&I. Customer work that would require a service disconnect and the Washington State Department of L&I permit includes, but is not limited to, changing out or modifying service masts, meter bases, main panel boards, main circuit breakers or disconnect switches, etc.

### **E. Additional Load**

If a customer intends to increase load more than 5% on an established installation, the customer will provide advance notice to the District's Engineering Department so that the District may provide equipment that may be required at the customer's expense. If the customer fails to provide the District advance notice, and as a result the District's equipment is damaged, the customer may be liable for all costs incurred to repair the damage.

### **F. Notice of Trouble**

If service is interrupted or is not satisfactory or in a hazardous condition related to District facilities is known by a customer to exist, the customer should notify the District of such existing conditions. The District will not be responsible for damages resulting from non-notification.

### **G. Customer Power Outage**

If a customer's service fails and the customer has determined there are no blown fuses, tripped breakers, or faulty equipment, a District serviceman will be sent to the outage location upon the customer's request. If the serviceman determines that the customer's equipment is at fault and the service call was during regular business hours, no service charge will be assessed. Outside of regular business hours, the District may, at its discretion, assess a flat charge. *See Section 12.*

For residential customers, upon mutual agreement of the customer and the District, the District may pay the first hour of labor only for a licensed electrician. Calls to electricians will be initiated by a District representative. The customer may choose whether or not to accept further services beyond the initial one (1) hour from the electrician. The customer will be billed directly by the electrician for all applicable parts and any labor charges beyond the initial one (1) hour.

## **H. Protective Equipment**

It shall be the customer's responsibility to provide protective devices for their service equipment. This includes, but is not limited to, surge protection for all voltage sensitive equipment such as electronic appliances or devices, and phase failure protection to protect three phase motors and equipment from single phasing.

## **I. Rental Units**

Owners of trailer courts, apartment buildings and other rental units have an option to sign an Agreement to Provide Continuous Electric Service (Owner Agreement). The Owner Agreement provides for continuous electric service to the rental property so that electricity will be available for cleaning and showing of the property and the new tenant/lessee may have immediate electric service.

Owners who enter into an Owner Agreement will be responsible for all charges for electric service from the date the prior tenant closes the account, and/or moves from the rental unit, until the District receives an acceptable electric service application for the new tenant and opens a new account. Owners should check with the District to verify that the new tenant has opened an account before allowing a new tenant to move in. Once signed, the terms and provisions of the Owner Agreement will be considered to be a part of the policies subject to these Rules and Regulations.

The owner may remove any rental unit from the Owner Agreement by completing the Owner Agreement cancelation form.

For an owner who has not entered into an Owner Agreement, and a tenant closes an account, service will be disconnected until a new tenant/lessee or the owner has opened a new account.

## **SECTION 8. METERING**

### **A. Meter Locations**

Meters will be installed on the outside of buildings or service structures, except in the case of rural services, which may be installed on customer owned poles. All meters must be installed in accordance with the District's Engineering Service Requirements (Service Requirements) and meet all other applicable codes.

Meters will not be installed in places difficult to access, such as over open pits, near moving machinery, hatchways, in the path of water from eaves or rain spouts, or subject to live steam or corrosive vapors. It will be the responsibility of the customer to maintain a clear space in front of and to the sides of the meter, as per the Service Requirements. Copies of the Service Requirements are available at the District's Administration Building between the business hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday, except Friday and holidays, and anytime on the District's Website at [https://www.franklinpud.com/engineering\\_services](https://www.franklinpud.com/engineering_services)

### **B. Metering Equipment**

The customer will furnish and install a suitable meter socket or sockets in accordance with the Service Requirements for the installation of the District's metering equipment. The customer will pay the District prior to service connection for the installation of the meter, which will be owned and maintained by the District. *See Section 12.*

If current transformers are required, as specified by the Service Requirements, a suitable location and mounting bracket will be provided for outdoor type current transformers. If an outdoor installation is not desirable, the customer will furnish and install a suitable metal enclosure for the installation of current transformers. The customer will furnish all connecting conduit between the current transformer enclosure and the meter socket.

### **C. Meter Reading**

Meter reads are obtained monthly. Meter readings are not scheduled for a specific day and the number of billing days may vary.

In order to obtain accurate reads, meters must be accessible at all times. The customer is responsible for maintaining the accessibility of the meter and for removing any obstructions such as overgrown foliage, shrubs, or any objects blocking the meter.

If for any reason a reading cannot be obtained for any particular period, the billing will be based on an estimate of energy use and demand and will be subject to a later adjustment based on the actual use and demand. Unsuccessful subsequent attempts to obtain a read will result in an inaccessible meter fee to the customer. Customers may appeal the assessment of an inaccessibility fee to the Customer Service Department in person, in writing, or by telephone within five (5) business days of their receipt of the billing statement.

The District may estimate meter readings and render bills on that basis.

As technology permits, and/or prudent business practice dictates, the District may elect to gather metering data utilizing automatic metering infrastructure or other forms of equipment determined to be cost effective.

#### **D. Meter Tests**

The District conducts, at its own expense, periodic tests and inspections of its meters to assure a high standard of accuracy. A customer may request the District perform additional meter tests, however; if a meter tested at the customer's request is found to register within 2% plus or minus, of actuals as determined by the meter testing procedures, a charge may be made to the customer. No charge will be made for a meter tested and found to exceed the 2% plus or minus. *See Section 12.*

#### **E. Submetering**

Should a customer desire the installation of additional meters used for submetering, such additional meters will be provided, installed, and maintained by the customer at the customer's expense. Customer submetering used for prorating energy costs among tenants are subject to District terms and conditions. Submetering shall not be used to resell energy at a profit. *See Section 9.*

#### **F. Separate Meters for Each Class of Service**

When the customer desires to use electricity for purposes classified under different rates, separate meters may be installed to measure the current supplied at each rate. Electric usage registered by each meter will be billed at the applicable rate.

#### **G. Unmetered Accounts**

In general, it will be District policy to meter all services. However, small electric loads with constant or known load characteristics may, upon District approval, be connected without provision for metering. This will apply only to loads where energy consumption can be determined and cannot be readily altered.

#### **H. Meter Tampering and Energy Diversion**

Meter tampering and/or energy diversion is a violation of RCW 9A.61.050 "Defrauding a public utility in the third degree" and is a gross misdemeanor. All evidence of meter tampering and/or energy diversion may be provided to the applicable law enforcement agency for investigation. The District may pursue prosecution to the fullest extent of the law. The District may apply a meter-tampering charge and bill for estimated electric usage. The customer of record or property owner is responsible for such charges. *See Section 12.*

#### **I. Net Metering**

The District complies with RCW 80.60.020, 80.60.030, and 80.60.040, which require utilities to offer net metering programs to customers who have installed small generating systems, limited to water, solar, wind, biogas from animal waste as fuel, fuel cells, or produces electricity and useful thermal energy from a common fuel source. To be eligible for net metering, each installation must be 100 kW or less in size and comply with the District's Customer Interconnection Standards for Generating Facilities. Excess generation at the end of each bill period will be carried over to the next billing period as a kWh credit for the current account holder. Pursuant to RCW 80.60.030(5), on March 31<sup>st</sup>

of each year, any excess generation accumulated during the prior twelve (12) months will be granted to the District without any compensation to the customer-generator.

#### **J. Opt-Out of Advanced Meter**

Customers who elect to opt-out of the use of an advanced metering infrastructure (AMI) meter will be assessed a one-time fee per service. Additional fees will apply for the monthly meter reads. *See Section 12*

The District reserves the right to install an AMI meter due to inaccessibility regardless of opt-out status.

## **SECTION 9. CONDITIONS OF USE AND DELIVERY**

### **A. Resale of Energy**

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

### **B. Highly Fluctuating Loads or Loads Causing Disturbances**

Electric service will not be utilized in such a manner as to cause severe disturbances or voltage fluctuations to other customers of the District or District equipment. In the event that a customer uses equipment that is detrimental to the service of other customers or the District, the customer will be required, at the customer's expense, to install corrective equipment as determined by the District. Examples of possible disruptive equipment are: welders, pipe thawing equipment, resistance heating equipment, large motor starting equipment, or equipment causing harmonic disturbances, such as variable speed motor controllers.

### **C. Phase Balance**

Except in the case of three-phase, four-wire delta service, the District may require that the current taken by each wire in a three-phase service be reasonably balanced.

### **D. Point of Delivery**

Energy charges in all Rate Schedules are based upon service through a single delivery/metering point. A separate supply at another point of delivery will be separately metered and billed unless multiple delivery points are consolidated for billing and only when authorized by the District.

The point of delivery is that point where the customer and the District-owned facilities are connected. All equipment on the load side of the point of delivery will belong to and be the responsibility of the customer, except meters and metering equipment. Other equipment installed by the District, will be owned by the District.

It will be the responsibility of the customer or the customer's authorized electrical contractor to advise the District of service needs and requirements in advance of installing the service entrance equipment, and to ascertain that the location is acceptable to the District. If the District is not consulted and/or the District does not accept the service entrance location, the customer will relocate the service entrance to an acceptable location as requested by the District.

### **E. Curtailment or Interruption of Service**

The District reserves the right to limit the use of electric energy during a power shortage event, or to place into effect other curtailment programs.

The District will use reasonable diligence to provide an uninterrupted supply of power at normal voltage. If the supply is interrupted for any cause, including but not limited to, wind, fire, floods, storms, equipment failures, acts of God, government actions or service requirements of the District, the District will not be liable for personal injuries or loss or damage to property resulting therefrom, nor will such interruption constitute a breach of agreement for service. There are no implied

warranties given by the District, including any implied warranty of continuous delivery of power or implied warranties of the District's distribution system.

The District will not be responsible or liable for any lost profits, consequential, incidental, indirect, special or punitive damages of any type arising out of, or in any way connected to, the District's supply of electric service or any interruption, suspension, curtailment or fluctuation thereto regardless of the causes.

## **F. Refusal of Service**

The District may refuse to connect or provide additional electric service to the customer when:

1. such electric service will adversely affect electric service to other customers, where the applicant or customer has not complied with state, county or municipal wiring codes, or
2. has not furnished information to the District including but not limited to the following:
  - a. full name, mailing address, and service address;
  - b. an active telephone number where the customer can be contacted;
  - c. any one of the following:
    - i. a valid social security number,
    - ii. a valid government-issued photo identification, such as a Driver's License, that has been issued by a governmental body located within the United States, or
    - iii. a valid Passport issued by any country.
3. Has an unpaid closed account balance of six (6) years old or less.

The District may require installation of proper protective devices on the customer's premises at the customer's expense if such installation is necessary to protect District property or property of other customers.

The District shall not be required to connect its facilities with those of an applicant or provide electric service to a customer unless and until it has all necessary operating rights, including rights of way, easements, franchises and permits. Application for service by the customer will grant the District right of access to the property.

The District shall not be required to provide electric service when it determines installation would be economically unfeasible.

## **G. District's Obligations**

The District attempts to provide, but does not guarantee, a regular and uninterrupted supply of service. The District has the right to temporarily suspend service for the purpose of making repairs or improvements to the system. In such cases, the District will attempt to notify customers of the suspension of service and will make such interruption as short as possible and at a time that will minimize impact to District customers. The District will make repairs and improvements with diligence and complete them as soon as reasonably practicable in accordance with prudent utility practice.

Electric service is inherently subject to interruption, suspension, curtailment, and fluctuation. The District will not be liable to its customers or any other persons for any damages to property arising out of, or related to, any interruption, suspension, curtailment, or fluctuation in service if such interruption, suspension, curtailment or fluctuation results in whole or part from any of the following or similar conditions:

1. Causes beyond the District's reasonable control including, but not limited to, accident or casualty, fire, flood, drought, wind, acts of the elements, court orders, insurrections or riots, acts of sabotage, generation failures, lack of sufficient generating capacity, breakdowns of or damage to equipment/facilities of District or of third parties, acts of God or public enemy, strikes or other labor disputes, civil, military or governmental authority, electrical disturbances originating on or transmitted through electrical systems with which the District's system is interconnected or acts or omissions of third parties.
2. Repair, maintenance, improvement, renewal or replacement work on the District's electrical system, which work, in the sole judgment of the District, is necessary or prudent.
3. Automatic or manual actions taken by the District which, in its sole judgment, are necessary or prudent to protect the performance, integrity, reliability or stability of the District's electrical system or any electrical system to which it is interconnected. Such actions include, but are not limited to, the operation of automatic or manual protection equipment installed in customers' electrical system, including, without limitation, equipment such as automatic relays, generator controls, circuit breakers, and switches. Automatic equipment is preset to operate under certain prescribed conditions which, in the sole judgment of the District, threaten system performance, integrity, reliability, and stability.
4. Actions taken to conserve energy.

The limitation of liability provisions set forth above shall apply notwithstanding any negligence of the District, unless the actions of the District are determined to be intentional or constitute gross negligence. In no event shall the District have any obligation or liability for any lost profits, consequential, incidental, indirect, special or punitive damages of any type arising out of, or in any way connected to, the District's supply of electricity or any interruption, suspension, curtailment or fluctuation thereof.

## **H. Delivery Voltage and Phase**

Frequency and service voltage ratings are nominal. All service will be alternating current, 60 hertz. Normal secondary voltage is 120/240 volt single phase, 120/208 volt three-phase wye, or 277/480 volt three-phase wye. Either 120/208 volts wye or 277/480 volts wye will be the only three-phase voltages available from pad-mounted transformers or in areas served by underground distribution equipment. Only a single voltage will be delivered to a facility by the District unless the load is so great that a standard transformer or transformer bank is not adequate. The customer will pay the District actual cost for the added equipment and transformer if additional voltages are required.

Delivery voltages and phases will be those available to the requested service location. If other phases, voltages, or additional transformer capacities are necessary, the cost will be computed in accordance with District policies and schedules set forth herein. In the case of large loads, power may be delivered at other voltages approved by the District.



At the discretion of the District, motor loads of 10 HP or less may be served at 240 volts single phase. Motor loads of 5 HP and larger may be served at three phase. Service at 480 volts three phase may be provided to motor loads in excess of 30 HP and when existing facilities are not already available at another voltage. Determination of phase and voltage will be made by the District's Engineering Department.

The District may require customers to install reduced voltage starting equipment in cases where across-the-line starting would result in excessive voltage disturbances to the District's system. The District may refuse to serve loads of a character that are detrimental to service to other customers.

## **I. Technology Advancements**

The District may implement more efficient options or equipment as technology advances become available.

## **SECTION 10. SPECIAL SERVICE CONDITIONS**

### **A. Temporary Service**

Customers requiring any special or temporary services will bear the costs of such service. Temporary service is normally rendered for construction purposes, but may also be rendered to traveling shows, public event displays, etc.

Service will be provided under the following conditions where there are existing secondaries of sufficient capacity, phase, and voltage:

1. The customer will provide a suitable point of connection for the temporary service that is installed in accordance with the Electric Service Requirements, and which meets all other applicable codes, and is approved by a Washington State Labor & Industries Electrical Inspector.
2. The customer will be required to pay the estimated cost of installation and removal of District facilities required for such temporary service, payment for energy, and applicable temporary service connection charge.
3. Metered temporary service may be rendered for a maximum period of one year unless otherwise authorized by the District.

The customer will pay the District the cost of construction prior to service connection when service and/or line facilities in addition to the service conductors are required.

### **B. Non-Standard Service**

Any special installation necessary to meet a customer's particular requirements for service at non-standard voltages is paid by the customer and provided at the discretion of the District.

### **C. Stand-by Service**

Stand-by service, or installations that, as determined by the District, will not provide sufficient revenue to justify the ongoing operation and maintenance costs, may be subject to an annual minimum charge based on these costs or other minimum charges applicable in a specified Rate Schedule.

### **D. Relocation of Line and Service Facilities at Customer Request**

Relocation of District equipment for any reason (e.g., new driveway, change of grade, relocation of service entrance, etc.) may be done, provided in the opinion of the District, the relocation is feasible, and the customer agrees to pay the District all costs of construction/relocation. Payment is required from customer before construction/relocation.

### **E. Manufactured Home and Mobile Home Parks of Single Ownership**

The District will provide individual electric service to the meters of manufactured/mobile homes in established manufactured/mobile home parks at residential rates under the following conditions:

1. The park owner requests such service and furnishes and installs a wiring system connecting the point of delivery with each space, including a meter pedestal and protective devices for

each space position. Such a wiring system will be of adequate capacity to maintain standard voltage to each space.

2. Electric service to the park's joint-tenant use facilities will be separately metered and billed on the appropriate rate schedule by the District.
3. The park owner will pay the District prior to service connection for the primary system, transformer(s), and meter(s), which will be owned and maintained by the District.

This section does not apply to recreational vehicle parks. *See Section 11, Part C.*

## **F. Idle Electrical Facilities**

The National Electric Safety Code requires that electrical facilities be maintained in operable condition, whether or not the facility is energized. Idle electrical facilities occur when the customer's need for power no longer exists, but electrical equipment remains in place.

The District may, at their option, remove electrical facilities that have been idle for more than one (1) year at no cost to the customer. The District will provide notice to the customer prior to removing idle electrical facilities. Notice to the customer may be via phone, email, regular US mail or other communication method.

1. Idle Meters
  - a. For meters that have been idle for less than six (6) months, the District will re-energize the meter at no cost. For meters that have been idle for six (6) months or greater, the District will re-energize at no cost after a State of Washington L&I electrical inspection is passed. The District may choose to remove meters that have been idle for six (6) months or greater.
2. Idle Services
  - a. Overhead or underground service wire may be removed at the District's discretion if a service has not been active for one (1) year. If the service wire is removed, the customer will have to pay the standard fee to have it re-installed and obtain a State of Washington L&I electrical inspection.
3. Idle Infrastructure
  - a. Transformers and distribution overhead or underground primary facilities not serving load for two (2) years or more may be removed at the District's discretion. If a transformer or distribution facility is removed and the customer requests to have the service re-installed in the future, the cost to re-establish the service will be the responsibility of the customer.

The District has no obligation to remove facilities.

## **G. Under Utilized Electrical Equipment**

The District reserves the right to exchange equipment to a size that meets the current demand when the equipment is not being utilized to its full capacity.

## **SECTION 11. LINE EXTENSIONS**

### **A. General**

The costs of line extensions, including costs of transformer(s), service installation charge(s), meter cost(s), system capacity charge(s) will be paid by the customer. The cost of the installation will include the cost of labor, transportation, overhead, materials, and other costs customarily incurred in construction work.

All facilities installed by the District and paid for by the customer/developer will be owned and maintained by the District. These facilities include but are not limited to vaults, conduit, transformers, meters, secondary wire, fusing, and switching apparatus.

The customer will provide the District, without cost to the District, all easements the District may require for installation of overhead and underground facilities together with the rights of ingress and egress. All customer-provided installations and work will be done in accordance with the District's Electrical Service Requirements.

The customer will be responsible for the cost of changes (including removals and relocations) of District facilities completed at the customer's request. Those costs will include labor, transportation, overhead, materials, and other costs customarily incurred in construction work. The District will provide the customer an estimate of line extension costs.

### **B. Overhead Line Extensions**

Customers requesting extension of overhead lines will be responsible for the costs of the extension. *See Section 12.*

### **C. Underground Line Extensions**

#### **1. New Single-Family Residence**

When a new underground line extension serves a new single-family residence, the customer will provide and install all primary and secondary conduit and vault systems and be responsible for:

- a. the District's cost of the primary cable system and installation; and
- b. the installed costs of transformer(s), service installation charge(s) and meter cost(s);and
- c. system capacity charge(s).

The costs of the extension will include labor, transportation, overhead, materials, and other costs customarily incurred in construction work.

#### **2. New Residential Plats, Subdivisions, and Mobile Home Complexes with Individually Owned Lots**

The customer/developer will provide all primary and secondary trenching, bedding, conduit, underground vaults, and backfilling as per the Electrical Service Requirements. All customer/developer costs are identified per *Section 12*. The costs of primary and secondary cable systems will include labor, transportation, overhead, materials, and other costs customarily

incurred in construction work and will be paid by the customer before the District provides the service. *See Section 12.*

In addition, the system capacity charge(s), service installation charge(s), and meter charge(s) will be paid by the customer/developer for permanent service to the residence. Charges will be paid prior to the connection of the service.

The District's underground installation of primary cable, padmount transformers, padmount switchgear, and associated equipment will be located within the easement or right-of-way along the front of the lot in new residential plats and subdivisions.

The customer/developer has the option to provide and install a conduit and vault system to accommodate a communication network, enabling customers to connect to advanced communication services through the District's fiber backbone system. All installations must meet the District's Service Requirements.

### **3. Multi-Unit Dwellings, and Non-Residential Installations**

Customer/developer will provide all primary and secondary trenching, bedding, conduit, underground vaults, and backfilling. In addition, the customer/developer will pay to the District the cost of the primary cable system and its installation. Service entrance wire and conduit from the transformer to the customer's panel will be installed and owned by the customer. The costs of the primary cable system will include labor, transportation, overhead, materials, other costs customarily incurred in construction work. The customer will pay prior to service connection the system capacity charge(s) and for the installation of transformer(s) and meter(s), which will be owned and maintained by the District.

### **4. Manufactured Homes and Mobile Home Parks**

Service under this provision will apply to trailer and mobile home complexes under single ownership (that is, other than individual ownership of each lot).

Customer will provide all trenching, bedding and backfilling, conduit, the vault and pad for the District's transformer, and all wiring and equipment from the load side of the secondary terminal vault. Customer will own and maintain customer installed equipment, except for primary conduit system and transformer pad. In addition, the customer/developer will pay the cost of the primary cable system to the District. The costs of the primary cable system will include labor, transportation, overhead, materials, and other costs customarily incurred in construction work. The customer will pay prior to service connection the system capacity charge(s) and for the installation of transformer(s) and meter(s), which will be owned and maintained by the District.

### **5. Recreational Vehicle Parks**

Customer will provide all trenching, bedding and backfilling, a secondary terminal vault, including terminals, located adjacent to the District's transformer, pad and conduit, and all wiring and equipment from the load side of the secondary terminal vault. Customer will own and maintain customer installed equipment, except for primary conduit system and transformer pad. In addition, the customer/developer will pay the cost of the primary cable system to the District. Estimated costs of the primary cable system will include labor, transportation, overhead,

materials, and other costs customarily incurred in construction work. The Customer will pay prior to service connection the system capacity charge(s) and for the installation of transformer(s) and meter(s), which will be owned and maintained by the District.

#### **6. Agriculture Irrigation Facilities**

The customer will provide and install all trenching, conduit, primary junction vaults, transformer vaults, backfilling, and secondary conductors as well as service entrance wiring and equipment. The customer will retain ownership and maintenance responsibility for customer-provided secondary service entrance wiring and associated equipment. The District will retain ownership and maintenance responsibility for the primary system, transformer(s) and meter.

In addition, the system capacity charge(s), the cost of transformer(s), primary cable and associated facilities, meter(s) and service installation charge(s) will be paid by the customer prior to connection of the service.

#### **7. Commercial/Industrial Accounts**

The customer will provide and install all trenching, electric conduit, communication conduit, primary junction vaults, transformer vaults, backfilling and secondary conductors, as well as service entrance wiring and equipment. The customer will retain ownership and maintenance responsibility for customer-provided secondary service entrance wiring and associated equipment. The District will retain ownership and maintenance responsibility for the primary system, transformer(s) and meter.

In addition, the system capacity charge(s), the cost of transformer(s), primary facilities, communication handholes, meter costs, and a service installation charge will be provided by the District and reimbursed by the customer prior to the connection of the service. The District will provide and install current transformers when required.

#### **8. Conversion of Existing Overhead Lines to Underground**

The customer will be responsible for the cost of changes (including removals and relocations) of District's facilities completed at the customer's request. Those costs will include labor, transportation, overhead, materials, and other costs customarily incurred in construction work.

**SECTION 12. SERVICE CHARGES****A. Service Charges**

Service charges are based on District cost, and include, but are not limited to labor, transportation, overhead, materials, and other costs customarily incurred in construction work.

DESCRIPTION	CHARGE(\$)
Account Set Up	\$25.00
Physical Customer Connect / Reconnect / Disconnect	
7:00 a.m. to 5:45 p.m. (Mon-Thu except Friday and holidays)	No charge
5:45 p.m. to 7:00 a.m. (Mon – Thu)	\$200.00
Any time (Fri-Sun & holidays)	\$200.00
Customer Power Outage	\$200.00
Other than regular business hours, which may include one hour of labor from a licensed electrician. <i>See Section 7, Part G.</i>	
Disconnect at Transformer due to Meter Inaccessibility	\$200.00
Door Tag	\$25.00
Excess Secondary Cable – In excess of 100 feet:	
Overhead	\$1.15 per foot
Underground	\$3.35 per foot
Meter Inaccessibility - \$25.00 per occurrence	
An obstruction prohibiting a successful access of a meter such as overgrown foliage, shrubs, aggressive animal(s) or any objects blocking the meter.	
New Service Request Application Fees	
Residential	
Single-Phase, 400A or less with self-contained meter	\$150.00
Single-Phase, up to 800A CT meter	\$200.00
Commercial/Industrial/Irrigation	
Single-Phase, 200A or less with self-contained meter	\$150.00
Single-Phase, up to 800A CT Meter	\$200.00
Three Phase	\$300.00
Primary Meter	District cost

Description	Charge
<b>Residential Subdivisions</b>	
0-10 Lots	\$500.00
11-20 Lots	\$1,000.00
21-50 Lots	\$2,500.00
Greater than 50 Lots	See Note*
*Note: Please contact the Engineering Department.	
<b>Meter Installation</b>	
Self-contained meter (1 Phase)	\$195.00
Self-contained meter (3 Phase)	\$340.00
Current transformer CT meter (1 Phase)	\$840.00
Current transformer CT meter (3 Phase)	\$1,400.00
<b>Meter Tampering / Diversion - \$500.00 plus all costs incurred by the District to correct.</b>	
<b>Meter Test (if discrepancy is 2% or less)</b>	\$50.00
<b>Opt-Out of AMI Meter Installation \$90 one-time</b>	
\$90 one time and Monthly Meter Reading Fee	\$15.00 per month
<b>Reconnect Following Disconnect for Non-Payment</b>	
7:00 a.m. to 5:45 p.m. (Mon-Thu except Friday and holidays)	No charge
*5:45 p.m. to 7:00 a.m. (Mon-Thu)	\$200.00
*Any time (Fri- Sun & holidays)	\$200.00
*Fees apply when a physical reconnect is required.	
<b>Returned Payments</b>	\$30.00
<b>Secondary Service Installation</b>	
Single-phase, 400A, or less with self-contained meter:	
Overhead	\$315.00
Underground	\$935.00
<b>Metered Temporary Service -\$200.00, plus metered energy used</b>	
<b>System Capacity Fee – Residential</b>	
Single-Phase, 400A or less with self-contained meter	\$1,750.00
Single-Phase, up to 800A CT meter	\$2,000.00



DESCRIPTION	CHARGE(S)
<b>System Capacity Fee – Commercial/Industrial/Irrigation</b>	
Single-Phase, 200A or less with self-contained meter	\$2,500.00
Single-Phase, up to 800A CT Meter	\$3,500.00
Three-Phase, 120/208V	\$15.00 per Amp
Three-Phase, 277/480V	\$35.00 per Amp
Primary Meter	District cost
<b>Unauthorized Connects - \$500.00, per occurrence, plus all costs incurred by the District to correct</b>	

## B. New Service Request Application Fees

New or enhanced service requests that are completed will have the application fee credited to the final invoice.

## C. Field Engineering Services

A District field engineer will make one (1) engineering visit to a customer's site at no charge. Additional visits required by customer actions will be charged to the customer at the actual cost of the visit incurred by the District .

The District will develop the initial electric distribution system design and cost estimate using the customer's subdivision or plat plan. If the initial design is substantially modified resulting in a re-design by the District field engineer, the actual charges incurred by the District will be assessed to the customer.

Cost estimates are valid for 30 days. The customer must be ready for the District to begin construction within 60 days of paying the final invoice unless an extension by the District is granted in writing. Jobs not ready for construction within 60 days will be refunded. The customer will need to complete a new application fee once the work is ready. The District will provide an updated estimate at this time.

## D. Metered Temporary Service

Metered temporary service may be provided at the discretion of the District. The one-time charge for metered temporary service is \$200.00 plus the cost of metered energy used. The customer will be billed monthly, in accordance with the appropriate Rate Schedule.

The customer will pay for all costs related to the metered temporary service requiring the District to extend overhead or underground facilities or install transformers. *See Section 11.*

**EXHIBIT A - RATE SCHEDULES****No. 1, Residential Service****AVAILABILITY:**

Service under this schedule shall be available throughout the District's service area for lighting and power to single family residences. Separately metered services incidental to single family residential service may be served under this schedule.

The maximum size of any motor to be served under this schedule shall be limited to 10 horsepower.

**TYPE OF SERVICE:**

Normal service will be single phase, sixty-hertz alternating current at 120/240 volts. Three phase service and other voltages may be supplied where District facilities are available.

**MONTHLY CHARGES:**

	Effective	05/01/2024	05/01/2025	05/01/2026	05/01/2027
System Charge	Single Phase	\$34.00	\$34.00	\$34.00	\$34.00
	Three Phase	\$58.72	\$58.72	\$58.72	\$58.72
Energy Charge	All kWh	0.0702	0.0732	0.0763	0.0795

**MINIMUM BILL:**

The System Charge unless otherwise provided by contract.

**UNMETERED SERVICE:**

Unmetered service may be provided where, in the opinion of the District, the usage can be determined without using a meter.

**BILLING AND TERMS OF PAYMENT:**

Bills will be computed at monthly intervals. Bills are due and payable on receipt and are delinquent twenty (20) days after the billing date. Failure to receive a bill shall not release the customer from liability for payment. Bills not paid in full on or before the twentieth (20) day after the date of the bill are subject to an additional charge. This charge shall be one percent (1%) of unpaid amounts on monthly bills and shall be applied at subsequent billings.

**GENERAL TERMS AND CONDITIONS:**

Service under this classification is subject to the District's Rules and Regulations for Electric Service.

**EFFECTIVE MAY 1, 2024.**

**No. 2.0, Small General Service****AVAILABILITY:**

Service under this schedule shall be available throughout the District's service area for lighting and power to commercial, industrial, public buildings, and other services not eligible under other rate schedules where measured demand is less than 50 kW at least 10 times during any calendar year.

**TYPE OF SERVICE:**

Sixty-hertz alternating current of such phase and voltage as the District may have available.

**MONTHLY CHARGES:**

	Effective	05/01/2024	05/01/2025	05/01/2026	05/01/2027
System Charge		\$39.56	\$39.56	\$39.56	\$39.56
Energy Charge	All kWh	0.0771	0.0799	0.0828	0.0857

**MINIMUM BILL:**

The System Charge unless otherwise provided by contract.

**UNMETERED SERVICE:**

Unmetered service may be provided where, in the opinion of the District, the usage can be determined without using a meter.

**BILLING AND TERMS OF PAYMENT:**

Bills will be computed at monthly intervals. Bills are due and payable on receipt and are delinquent twenty days after the billing date. Failure to receive a bill shall not release the customer from liability for payment. Bills not paid in full on or before the twentieth (20) day after the date of the bill are subject to an additional charge. This charge shall be one percent (1%) of unpaid amounts on monthly bills and shall be applied at subsequent billings.

**GENERAL TERMS AND CONDITIONS:**

Service under this classification is subject to the District's Rules and Regulations for Electric Service.

**EFFECTIVE MAY 1, 2024.**

**No. 2.1, Medium General Service****AVAILABILITY:**

Service under this schedule shall be available throughout the District's service area for lighting and power to commercial, industrial, public buildings, and other services not eligible under other rate schedules where measured demand equals or exceeds 50 kW at least 3 times during a calendar year and less than 300 kW at least 10 times during any calendar year.

**TYPE OF SERVICE:**

Sixty-hertz alternating current of such phase and voltage as the District may have available.

**MONTHLY CHARGES:**

	Effective	05/01/2024	05/01/2025	05/01/2026	05/01/2027
System Charge		\$51.88	\$51.88	\$51.88	\$51.88
Energy Charge	All kWh				
	April – August	0.0375	0.0387	0.0399	0.0411
	September - March	0.0475	0.0490	0.0505	0.0520
Demand Charge	All kW	\$8.51	\$8.78	\$9.05	\$9.32

**MINIMUM BILL:**

The System Charge unless otherwise provided by contract.

**DETERMINATION OF DEMAND:**

Demand measurement will be made by suitable instruments at point of delivery and will be the highest average kW load during any 30-minute period each month.

**POWER FACTOR ADJUSTMENT:**

The measured demand for billing purposes will be increased 1% for each 1%, or fraction thereof, by which the average power factor is less than 0.97 lagging.

**UNMETERED SERVICE:**

Unmetered service may be provided where, in the opinion of the District, the usage can be determined without using a meter.

**BILLING AND TERMS OF PAYMENT:**

Bills will be computed at monthly intervals. Bills are due and payable on receipt and are delinquent twenty (20) days after the billing date. Failure to receive a bill shall not release the customer from liability for payment. Bills not paid in full on or before the twentieth (20) day after the date of the bill are subject to an additional charge. This charge shall be one percent (1%) of unpaid amounts on monthly bills and shall be applied at subsequent billings.

**GENERAL TERMS AND CONDITIONS:**

Service under this classification is subject to the District's Rules and Regulations for Electric Service.

**EFFECTIVE MAY 1, 2024**

**No. 2.2, Large General Service****AVAILABILITY:**

Service under this schedule shall be available throughout the District's service area for lighting and power to commercial, industrial, public buildings, and other services not eligible under other rate schedules where measured demand equals or exceeds 300 kW at least 3 months in a calendar year and is less than 3,000 kW at least 10 times during any calendar year.

**TYPE OF SERVICE:**

Sixty-hertz alternating current of such phase and voltage as the District may have available.

**MONTHLY CHARGES:**

	Effective	05/01/2024	05/01/2025	05/01/2026	05/01/2027
System Charge		\$69.26	\$69.26	\$69.26	\$69.26
Energy Charge	All kWh				
	April – August	0.0376	0.0387	0.0399	0.0411
	September – March	0.0469	0.0483	0.0497	0.0512
Demand Charge	All kW	\$8.69	\$8.96	\$9.23	\$9.50

**MINIMUM BILL:**

The System Charge unless otherwise provided by contract.

**DETERMINATION OF DEMAND:**

Demand measurement will be made by suitable instruments at point of delivery and will be the highest average kW load during any 30-minute period each month.

**POWER FACTOR ADJUSTMENT:**

The measured demand for billing purposes will be increased 1% for each 1%, or fraction thereof, by which the average power factor is less than 0.97 lagging.

**UNMETERED SERVICE:**

Unmetered service may be provided where, in the opinion of the District, the usage can be determined without using a meter.

**BILLING AND TERMS OF PAYMENT:**

Bills will be computed at monthly intervals. Bills are due and payable on receipt and are delinquent twenty (20) days after the billing date. Failure to receive a bill shall not release the customer from liability for payment. Bills not paid in full on or before the twentieth (20) day after the date of the bill are subject to an additional charge. This charge shall be one percent (1%) of unpaid amounts on monthly bills and shall be applied at subsequent billings.

**GENERAL TERMS AND CONDITIONS:**

Service under this classification is subject to the District's Rules and Regulations for Electric Service.

**EFFECTIVE MAY 1, 2024**

**No. 2.3, Industrial Service****AVAILABILITY:**

Service under this schedule shall be available throughout the District's service area for lighting and power to industrial loads where measured demand equals or exceeds 3,000 kW at least 3 months in a calendar year. This schedule is only available for completed service applications received before February 14, 2023.

**TYPE OF SERVICE:**

Sixty-hertz alternating current of such phase and voltage as the District may have available.

**MONTHLY CHARGES:**

	Effective	05/01/2024	05/01/2025	05/01/2026	05/01/2027
System Charge		\$486.70	\$486.70	\$486.70	\$486.70
Energy Charge*	All kWh				
	April – August	0.0374	0.0385	0.0397	0.0409
	September – March	0.0470	0.0484	0.0498	0.0513
Demand Charge	All kW	\$8.93	\$9.20	\$9.48	\$9.76

\*The Energy Charge shown in the table above is available for customers that have (i) submitted their completed service application before February 14, 2023, and (ii) provided the District with at least six-month's notice of the date by which customer's demand will exceed 2 MW. Unless and until such six-month notice period is completed, the District will calculate and bill such customer's energy charge based on the hourly weighted average electricity price reported in the Powerdex Mid-Columbia Electric Hourly Index for energy delivered, or such other market index as determined by the District in its sole discretion.

**MINIMUM BILL:**

The System Charge unless otherwise provided by contract.

**DETERMINATION OF DEMAND:**

Demand measurement will be made by suitable instruments at point of delivery and will be the highest average kW load during any 30-minute period each month.

**POWER FACTOR ADJUSTMENT:**

The measured demand for billing purposes will be increased 1% for each 1%, or fraction thereof, by which the average power factor is less than 0.97 lagging.

**BILLING AND TERMS OF PAYMENT:**

Bills will be computed at monthly intervals. Bills are due and payable on receipt and are delinquent twenty (20) days after the billing date. Failure to receive a bill shall not release the customer from liability for payment. Bills not paid in full on or before the twentieth (20) day after the date of the bill are subject to an additional charge. This charge shall be one percent (1%) of unpaid amounts on monthly bills and shall be applied at subsequent billings.

**GENERAL TERMS AND CONDITIONS:**

Service under this classification is subject to the District's Rules and Regulations for Electric Service, to the extent not modified by the more specific terms applicable to this rate schedule.

**EFFECTIVE MAY 1, 2024**

**THIS RATE SCHEDULE IS NOT AVAILABLE FOR CUSTOMERS WITH COMPLETED SERVICE APPLICATIONS SUBMITTED ON OR AFTER FEBRUARY 14, 2023**

## **No. 2.4, New Large Industrial Service**

### **AVAILABILITY:**

Service under this schedule shall be available throughout the District's service area for lighting and power service to new large industrial loads where power requirements equal or exceed 3,000 kW and shall be served under a power sales contract with the District.

### **TYPE OF SERVICE:**

Sixty-hertz alternating current of such phase and voltage as the District may have available.

### **TERMS AND RATES FOR ELECTRIC SERVICE:**

New Large Industrial Service customers will be served in accordance with rates and terms established under a contract with the District based on specific customer needs and loads.

### **BILLING AND TERMS OF PAYMENT:**

Service under this classification is subject to the District's Rules and Regulations for Electric Service, to the extent not modified by the more specific terms applicable to this rate schedule or by the terms of the customer's power sales contract with the District.

**EFFECTIVE MAY 1, 2024**

**THIS RATE SCHEDULE SHALL BE APPLICABLE TO NEW LARGE INDUSTRIAL LOADS WITH COMPLETED SERVICE APPLICATIONS SUBMITTED ON OR AFTER FEBRUARY 14, 2023**

**No. 3, Small Agriculture Irrigation Service****AVAILABILITY:**

Service under this schedule shall be available throughout the District's service area for agricultural irrigation and agricultural drainage pumping installations of less than 300 horsepower and uses incidental thereto.

**TYPE OF SERVICE:**

Three phase, sixty-hertz alternating current at available secondary voltage. At the discretion of the District, single phase service will be provided where no single motor exceeds 10 horsepower.

**MONTHLY CHARGES:**

	Effective	05/01/2024	05/01/2025	05/01/2026	05/01/2027
Energy Charge	All kWh				
	April – August	0.0331	0.0341	0.0351	0.0361
	September – March	0.0542	0.0558	0.0575	0.0592
Demand Charge	All kW	\$8.04	\$8.29	\$8.53	\$8.79

**DETERMINATION OF DEMAND:**

Demand measurement will be made by suitable instruments at point of delivery and will be the highest average kW load during any 30-minute period each month.

**DELIVERY POINT:**

Above rates are based upon service to the entire installation through a single delivery and metering point. Service at other delivery points or at different phase or voltage will be separately metered and billed.

**BILLING AND TERMS OF PAYMENT:**

Bills are computed at monthly intervals. Bills are due and payable on receipt and are delinquent twenty (20) days after the billing date. Failure to receive a bill shall not release the customer from liability for payment. Bills not paid in full on or before the twentieth (20) day after the date of the bill are subject to an additional charge. This charge shall be one percent (1%) of unpaid amounts on monthly bills and shall be applied to subsequent billings.

**GENERAL TERMS AND CONDITIONS:**

Service under this classification is subject to the District's Rules and Regulations for Electric Service.

**EFFECTIVE MAY 1, 2024**



**No. 4, Large Agriculture Irrigation Service****AVAILABILITY:**

Service under this schedule shall be available throughout the District's service area for agricultural irrigation and agricultural drainage pumping, and uses incidental thereto, where installations served by one meter are of 300 horsepower or larger.

**TYPE OF SERVICE:**

Three phase, sixty-hertz alternating current at available secondary voltage.

**MONTHLY CHARGES:**

	Effective	05/01/2024	05/01/2025	05/01/2026	05/01/2027
Energy Charge	All kWh				
	April – August	0.0330	0.0339	0.0350	0.0360
	September – October	0.0450	0.0464	0.0478	0.0492
	November - March	0.0543	0.0559	0.0576	0.0593
Demand Charge	All kW	\$9.80	\$10.09	\$10.39	\$10.70

**DETERMINATION OF DEMAND:**

Demand measurement will be made by suitable instruments at point of delivery and will be the highest average kW load during any 30-minute period each month.

**POWER FACTOR ADJUSTMENT:**

The measured demand for billing purposes will be increased 1% for each 1%, or fraction thereof, by which the average power factor is less than 0.97 lagging.

**DELIVERY POINT:**

Above rates are based upon service to the entire installation through a single delivery and metering point. Service at other delivery points or at different phase or voltage will be separately metered and billed.

**BILLING AND TERMS OF PAYMENT:**

Bills are computed at monthly intervals. Bills are due and payable on receipt and are delinquent twenty (20) days after the billing date. Failure to receive a bill shall not release the customer from liability for payment. Bills not paid in full on or before the twentieth (20) day after the date of the bill are subject to an additional charge. This charge shall be one percent (1%) of unpaid amounts on monthly bills and shall be applied at subsequent billings.

**GENERAL TERMS AND CONDITIONS:**

Service under this classification is subject to the District's Rules and Regulations for Electric Service.

**EFFECTIVE MAY 1, 2024**

**No. 5, Street Lighting Service****AVAILABILITY:**

Service under this schedule shall be available to cities, towns, Franklin County and State of Washington installations located in the District's service area upon receipt of an authorized lighting design under this schedule and under contracts based thereon.

This street lighting schedule will be applicable to the service of lighting systems for public streets, alleys, and thoroughfares. Public grounds service existing prior to July 27, 1977, may be provided under this schedule. This schedule of charges for street lighting includes energy only. Any work performed and material furnished by the District in relamping fixtures, making repairs, alterations, changes, and additions to existing systems will be billed at actual cost plus overhead to the responsible party.

**SPECIFICATIONS:**

Lighting systems supplied and installed by the developer/customer shall meet all requirements of the District's current Standard Specifications for Street Light Construction. Lighting systems will be supplied at voltages and locations approved by the District.

**MONTHLY RATES:****Customer Owned or District Owned**

Watt(s)	05/01/2024	05/01/2025	05/01/2026	05/01/2027
100 Watt	3.93	3.93	3.93	3.93
150 Watt	5.35	5.35	5.35	5.35
200 Watt	7.12	7.12	7.12	7.12
250 Watt	8.40	8.40	8.40	8.40
400 Watt	13.24	13.24	13.24	13.24

All other lighting types				
Effective Date	05/01/2024	05/01/2025	05/01/2026	05/01/2027
Rate per metered kWh	0.0879	0.0909	0.0940	0.0971
<b>Other lighting types that are unmetered will be charged using the following calculation:</b>				
Watts x average hour (335) x metered lighting rate shown above.				
Example: 100 Watts x 335 hours = 33,500 watt hours				
33,500/1000 = 33.5 kWh				
33.5 kWh x 0.0879 = \$2.9447				

**BILLINGS AND TERMS OF PAYMENT:**

Street lighting will be billed at monthly intervals. Bills are due and payable on receipt and are delinquent twenty (20) days after the billing date. Failure to receive a bill shall not release the customer from liability for payment. Bills not paid in full on or before the twentieth (20) day after the date of the bill are subject to an additional charge. This charge shall be one percent (1%) of unpaid amounts on monthly bills and shall be applied at subsequent billings.

**GENERAL TERMS AND CONDITIONS:**

Service under this classification is subject to the District's Rules and Regulations for Electric Service.

**EFFECTIVE MAY 1, 2024**

**No. 6, Security Lighting Service****AVAILABILITY:**

100 Watt High Pressure Sodium (HPS) lights are available to residential, general service, and irrigation customers. Lights may be added only to existing accounts.

**MONTHLY CHARGES:**

Type	05/01/2024	05/01/2025	05/01/2026	05/01/2027
175 Watt MV	8.14	8.38	8.63	8.89
250 Watt MV	9.40	9.68	9.97	10.27
400 Watt MV	12.24	12.61	12.99	13.38
1000 Watt MV	22.91	23.60	24.31	25.04
100 Watt HPS	7.23	7.45	7.67	7.90
150 Watt HPS	8.26	8.51	8.77	9.03
200 Watt HPS	9.95	10.25	10.56	10.88
250 Watt HPS	12.55	12.93	13.32	13.72
400 Watt HPS	16.88	17.39	17.91	18.45

**Light Types:****HPS** = High Pressure Sodium**MV** = Mercury Vapor

The District reserves the right to install or replace HPS and MV light types with higher energy efficiency options with similar light output equivalent of the HPS and MV lighting.

**CONDITIONS OF SERVICE:**

The District will replace and maintain lamps and control equipment. The light will be installed on a District distribution pole, where space is available.

**BILLINGS AND TERMS OF PAYMENT:**

Bills will be computed at monthly intervals. Bills are due and payable on receipt and are delinquent twenty (20) days after the billing date. Failure to receive a bill shall not release the customer from liability for payment. Bills not paid in full on or before the twentieth (20) day after the date of the bill are subject to an additional charge. This charge shall be one percent (1%) of unpaid amounts on monthly bills and shall be applied at subsequent billings.

**GENERAL TERMS AND CONDITIONS:**

Service under this classification is subject to the District's Rules and Regulations for Electric Service.

**EFFECTIVE MAY 1, 2024**

## AGENDA ITEM 16

Franklin PUD Commission Meeting Packet  
Agenda Item Summary

**Presenter:** Rosario Viera  
Public Information Officer  
**Date:** December 10, 2024

☐ REPORTING ONLY  
☐ FOR DISCUSSION  
☒ **ACTION REQUIRED**

### 1. **OBJECTIVE:**

Adopting a Resolution Revising the District's Organizational Statement and Superseding Resolution 1403.

### 2. **BACKGROUND:**

The District's Organizational Statement provides general organizational information such as the office locations and business hours, contact information, and other general information regarding the regular Commission meetings. The District's current Organizational Statement was last revised in January 2024 and adopted via Resolution 1403.

At the November 12, 2024 regular Commission meeting, staff brought forth the matter of revising the Organizational Statement to establish the regular Commission meeting schedule by resolution.

Attachment A shows the Organizational Statement with the revisions. Other administrative changes were done to make the document current.

The updated District's Organizational Statement is included as Exhibit A of Resolution 1421. Staff recommends that the Commission adopt Resolution 1421 as presented.

### 3. **SUGGESTED MOTION:**

I move to adopt Resolution 1421 as presented.

# FRANKLIN PUD

## Organizational Statement

1. Public Utility District No. 1 of Franklin County (Franklin PUD) is engaged in the transmission, distribution, and sale of electric energy in Franklin County, as well as the construction, development, operation, and maintenance of wholesale broadband services. Certain areas within Franklin County are served by other power companies.
2. Franklin PUD's administration building is located at 1411 W. Clark ~~St.~~ in Pasco, WA, and its operations center at 2103 N. 4<sup>th</sup> ~~Avenue~~, Pasco, WA. The business hours for the:

- administration building lobby and drive thru are 7:00 a.m. to 6:00 p.m., and
- operations center are 6:00 a.m. to 4:30 p.m.

Facilities are open Monday through Thursday, excluding Friday and holidays observed by Franklin PUD. Field crews are stationed in Pasco and Connell during business hours.

3. Franklin PUD's contact information is as follows:

Physical Address: 1411 W. Clark Street, Pasco, WA 99302-2407  
Mailing Address: PO Box 2407, Pasco, WA 99302-2407

Phone: 509-547-5591 or Toll Free 1-800-638-7701 Fax: 509-546-5972

Email: [franklin@franklinpud.com](mailto:franklin@franklinpud.com) Website: <http://www.franklinpud.com>

4. Franklin PUD is a municipal corporation organized under the laws of the State of Washington, RCW 54. The governing board consists of three elected Commissioners. Each Commissioner is elected for a six-year term and a Commissioner position is on the ballot every two years.
5. The Commissioners establish Franklin PUD policy and appoint a General Manager/~~Chief Executive Officer~~ who is charged with the responsibility of operating Franklin PUD within established policies and guidelines. The Rules and Regulations for Electric Service of Franklin PUD are published and available to the public upon request or anytime on Franklin PUD's website at [www.franklinpud.com](http://www.franklinpud.com)
6. Franklin PUD's ~~regularly scheduled~~ Commission meetings ~~are regularly scheduled at 8:30 a.m. are held at on the second and fourth Tuesdays of each month in~~ Franklin PUD's auditorium ~~at in~~ the administrative building located at 1411 W. Clark Street, and are open to the public. Each year, the Commission Meeting Schedule is approved by ~~resolution~~~~motion~~ and made available to the public upon request or anytime on the website at [www.franklinpud.com](http://www.franklinpud.com). While regular meetings typically start at 8:30 a.m., the Commission's Meeting Schedule may provide for a different start time for one or more meetings.

Attachment 16, Attachment A  
Resolution 1421, Exhibit A~~Exhibit A, Resolution 1403~~

Meetings will be noticed and held in accordance with the Open Public Meeting Act (Chapter 42.30 RCW). The Commission President may cancel or reschedule a regular meeting or may call a special meeting by giving advance notice to other members of the Commission and in accordance with the requirements of the Open Public Meeting Act.

The meeting schedule is subject to change based upon the business needs of Franklin PUD. All persons interested in attending a Franklin PUD Commission meeting should contact Franklin PUD prior to a regularly scheduled meeting to confirm whether the meeting will occur. Rules of procedure and official actions of the Commissioners~~board~~ are recorded in the meeting minutes.

Options and guidelines for public attendance are found in the Public Participation at Commission Meetings Policy, available to the public upon request or anytime on the Franklin PUD's website at [www.franklinpud.com](http://www.franklinpud.com)

Virtual attendance options are provided for each meeting of the Commission.

7. Franklin PUD maintains an official record of minutes from the Commission meetings in which the following items may be found: final opinions and decisions of the Commission, statements and interpretations of policy, administrative staff assignments and instructions, all of which are retained in Franklin PUD files in accordance with the laws of the State of Washington.
8. The following location constitutes Franklin PUD's State Environmental Policy Act (SEPA) Public Information Center:

Public Utility District No. 1 of Franklin County (Franklin PUD)  
1411 W. Clark Street  
Pasco, WA 99301  
(509) 547-5591

9. The established place where information is available to the public is the administration building located at 1411 W. Clark Street. Access to public records may be obtained from the Public Records Officer upon written request. Any indexes of Franklin PUD's public records created for internal purposes are also available to the public. Adequate facilities are available in the administration building for the purpose of inspecting and copying public records of Franklin PUD in accordance with the Records Request Policy. A charge that reimburses Franklin PUD for its actual costs for copying will be made.

<p><b>This Organizational Statement has been approved by Resolution 14</b><del>2103</del><b> at the </b><del>January 23</del><b>December 10, 2024 </b><del>Special-Regular</del><b> Commission meeting and can only be changed by further resolution.</b></p>
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**RESOLUTION 1421**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF PUBLIC UTILITY DISTRICT NO. 1, OF FRANKLIN COUNTY, WASHINGTON**

**APPROVING A REVISED DISTRICT ORGANIZATIONAL STATEMENT AND  
SUPERSEDING RESOLUTION 1403**

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WHEREAS, RCW 42.30.070 requires public agencies to formally establish and make public the regular meeting schedule of the Board of Commissioners (the Commission), which the Public Utility District No.1 of Franklin County (the District) does by way of an Organizational Statement; and

WHEREAS, the Organizational Statement sets out the Commissioner's regular meeting schedule, the office locations and business hours, contact information, and other pertinent District information, and

WHEREAS, the District's Organizational Statement was last revised and adopted via Resolution 1403 on January 2024 to include the updated business hours that were effective January 1, 2024, and the new Commission meeting start time of 8:30 a.m.; and

WHEREAS, the Organizational Statement has been revised to establish the regular Commission meeting schedule by resolution, now therefore

BE IT RESOLVED that the Organizational Statement set forth as Exhibit A of this Resolution supersedes all earlier Organizational Statements.

BE IT FURTHER RESOLVED that the Organizational Statement attached hereto as Exhibit A of this Resolution is effective December 10, 2024.

BE IT FURTHER RESOLVED that Resolution 1403 is superseded.

ADOPTED by the Board of Commissioners of Public Utility District No. 1 of Franklin County at an open public meeting this 10<sup>th</sup> day of December 2024.

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Stuart Nelson, President

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Roger Wright, Vice President

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William Gordon, Secretary



# ORGANIZATIONAL STATEMENT

Adopted December 10, 2024

1. Public Utility District No. 1 of Franklin County (Franklin PUD) is engaged in the transmission, distribution, and sale of electric energy in Franklin County, as well as the construction, development, operation, and maintenance of wholesale broadband services. Certain areas within Franklin County are served by other power companies.

2. Franklin PUD's administration building is located at 1411 W. Clark St. in Pasco, WA, and its operations center at 2103 N. 4th Avenue, Pasco, WA. The business hours for the:

- administration building lobby and drive thru are 7:00 a.m. to 6:00 p.m., and
- operations center are 6:00 a.m. to 4:30 p.m.

Facilities are open Monday through Thursday, excluding Friday and holidays observed by Franklin PUD. Field crews are stationed in Pasco and Connell during business hours.

3. Franklin PUD's contact information is as follows:

Physical Address: 1411 W. Clark Street, Pasco, WA 99302-2407

Mailing Address: PO Box 2407, Pasco, WA 99302-2407

Phone: 509-547-5591 or Toll Free 1-800-638-7701 Fax: 509-546-5972

Email: [franklin@franklinpud.com](mailto:franklin@franklinpud.com) Website: <http://www.franklinpud.com>

4. Franklin PUD is a municipal corporation organized under the laws of the State of Washington, RCW 54. The governing board consists of three elected Commissioners. Each Commissioner is elected for a six-year term and a Commissioner position is on the ballot every two years.

5. The Commissioners establish Franklin PUD policy and appoint a General Manager/Chief Executive Officer who is charged with the responsibility of operating Franklin PUD within established policies and guidelines. The Rules and Regulations for Electric Service of Franklin PUD are published and available to the public upon request or anytime on Franklin PUD's website at [www.franklinpud.com](http://www.franklinpud.com)

6. Franklin PUD's regularly scheduled Commission meetings are held at Franklin PUD's auditorium in the administrative building located at 1411 W. Clark Street and are open to the public. Each year, the Commission Meeting Schedule is approved by resolution and made available to the public upon request or anytime on the website at [www.franklinpud.com](http://www.franklinpud.com). While regular meetings typically start at 8:30 a.m., the Commission's Meeting Schedule may provide for a different start time for one or more meetings.

Meetings will be noticed and held in accordance with the Open Public Meeting Act (Chapter 42.30 RCW). The Commission President may cancel or reschedule a regular meeting or may call a special meeting by giving advance notice to other members of the Commission and in accordance with the requirements of the Open Public Meeting Act.

The meeting schedule is subject to change based upon the business needs of Franklin PUD. All persons interested in attending a Franklin PUD Commission meeting should contact Franklin PUD prior to a regularly scheduled meeting to confirm whether the meeting will occur. Rules of procedure and official actions of the Commissioners are recorded in the meeting minutes

Options and guidelines for public attendance are found in the Public Participation at Commission Meetings Policy, available to the public upon request or anytime on the Franklin PUD's website at [www.franklinpud.com](http://www.franklinpud.com)

Virtual attendance options are provided for each meeting of the Commission.

7. Franklin PUD maintains an official record of minutes from the Commission meetings in which the following items may be found: final opinions and decisions of the Commission, statements and interpretations of policy, administrative staff assignments and instructions, all of which are retained in Franklin PUD files in accordance with the laws of the State of Washington.

8. The following location constitutes Franklin PUD's State Environmental Policy Act (SEPA) Public Information Center:

Public Utility District No. 1 of Franklin County (Franklin PUD)  
1411 W. Clark Street  
Pasco, WA 99301  
(509) 547-5591

9. The established place where information is available to the public is the administration building located at 1411 W. Clark Street. Access to public records may be obtained from the Public Records Officer upon written request. Any indexes of Franklin PUD's public records created for internal purposes are also available to the public. Adequate facilities are available in the administration building for the purpose of inspecting and copying public records of Franklin PUD in accordance with the Records Request Policy. A charge that reimburses Franklin PUD for its actual costs for copying will be made.



This Organizational Statement has been approved by Resolution 1421 at the December 10, 2024, Regular Commission meeting and can only be changed by further resolution.

## AGENDA ITEM 17

Franklin PUD Commission Meeting Packet  
Agenda Item Summary

**Presenter:** Rosario Viera  
Public Information Officer  
**Date:** December 10, 2024

☐ REPORTING ONLY  
☐ FOR DISCUSSION  
☒ **ACTION REQUIRED**

### 1. OBJECTIVE:

Adopting a Resolution Approving the 2025 Regular Commission Meeting Schedule and Appointing the 2025 Board of Commission Officers.

### 2. BACKGROUND:

At the end of each year, the Board of Commissioners approves the regular monthly meeting schedule for the following calendar year (RCW 42.30.070) and appoints the officers for the coming calendar year (RCW 54.12.090).

The schedule sets meetings in accordance with the District's adopted Organizational Statement.

At the November 12 Commission meeting two modifications were suggested for the 2025 Commission meeting schedule:

1. For February 2025 meet on the second Tuesday due to the American Public Power Association Legislative Rally that will be held February 24 through February 26, 2025.
2. For November 2025 meet on Wednesday, November 12 due to the Veteran's Day holiday falling on November 11 which is the second Tuesday of November as per RCW 42.30.070.

The proposed 2025 Regular Commission meeting schedule is shown on Exhibit A of Resolution 1422 and includes the considerations for February 2025 and November 2025.

The current Commission officers are Stu Nelson, President; Roger Wright Vice President; and Bill Gordon, Secretary. Staff recommends that the Commission approve the proposed 2025 Regular Commission officers as per the customary rotation and to reflect 2024 election results with the new Commissioner-elect as Secretary. The District Commission Officers for 2025 would be, effective January 1, 2025, as follows: Roger Wright, President; Bill Gordon, Vice President; and Pedro Torres Jr. (Commissioner-elect), Secretary.

Staff recommends the Commission adopt Resolution 1422 approving the 2025 regular meeting schedule with the 2025 officers to be Roger Wright, President; Bill Gordon, Vice President; and Pedro Torres Jr., Secretary.

**3. SUGGESTED MOTION:**

I move to adopt Resolution 1422 as presented.

## **RESOLUTION 1422**

### **A RESOLUTION OF THE BOARD OF COMMISSIONERS OF PUBLIC UTILITY DISTRICT NO. 1, OF FRANKLIN COUNTY, WASHINGTON**

#### **APPROVING THE 2025 REGULAR COMISSION MEETING SCHEDULE AND APPOINTING THE 2025 BOARD OF COMMISSION OFFICERS**

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WHEREAS, at the end of each year, the Public Utility District No. 1 of Franklin County (the District) Board of Commissioners (the Commission) approves the regular monthly meeting schedule for the following calendar year (RCW 42.30.070) and appoints the officers for the coming calendar year (RCW 54.12.090); and

WHEREAS, the Commission's regular meetings are typically at 8:30 a.m. on the second and fourth Tuesdays of each month in the District's Auditorium located at 1411 W. Clark St., Pasco, WA, and

WHEREAS, while regular meetings typically start at 8:30 a.m., the Commission's Meeting Schedule may provide for a different start time for one or more meetings, and

WHEREAS, as a matter of practice, throughout the year, the Commission will meet on the fourth Tuesday of every month and only on the second Tuesday of the month if there is business to transact, and

WHEREAS, in November and December the Commission will meet on the second Tuesday, and only meet on the fourth Tuesday if there is business to transact, and

WHEREAS, the regular meeting schedule will be made public upon request and available anytime on the District's website,

WHEREAS, as per the customary rotation the District Commission Officers for 2025 will be, effective January 1, 2025, as follows: Roger Wright, President; Bill Gordon, Vice President; and Pedro Torres Jr., Secretary, now therefore

BE IT RESOLVED that the 2025 regular meeting scheduled is approved as attached hereto this Resolution as Exhibit A.

BE IT FURTHER RESOLVED, the Commission President may cancel or reschedule a regular meeting or may call a special meeting by giving advance notice to other members of the Commission in accordance with the requirements of the Open Public Meeting Act (Chapter 42.30 RCW).

BE IT FURTHER RESOLVED the District Commission Officers for 2025 will be, effective January 1, 2025, as follows: Roger Wright, President; Bill Gordon, Vice President; and Pedro Torres Jr., Secretary.

ADOPTED by the Board of Commissioners of Public Utility District No. 1 of Franklin County at an open public meeting this 10<sup>th</sup> day of December 2024.

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Stuart Nelson, President

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Roger Wright, Vice President

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William Gordon, Secretary

Public Utility District No. 1 of Franklin County			
2025 Commission Meeting Dates			
	Month	Regular	Regular, If Needed
1	January	1/28/2025	1/14/2025
2	February*	2/11/2025	2/25/2025
3	March	3/25/2025	3/11/2025
4	April	4/22/2025	4/8/2025
5	May	5/27/2025	5/13/2025
6	June	6/24/2025	6/10/2025
7	July	7/22/2025	7/8/2025
8	August	8/26/2025	8/12/2025
9	September	9/23/2025	9/9/2025
10	October	10/28/2025	10/14/2025
11	November**	11/12/2025	11/25/2025
12	December*	12/9/2025	12/23/2025

\* The Commission will meet on the 2nd Tuesday of the month and on the 4th Tuesday of the month only if there is business to transact.

\*\* The Commission will meet on Wednesday, per RCW 42.30.070, "If at any time any regular meeting falls on a holiday, such regular meeting shall be held on the next business day."



## AGENDA ITEM 18

Franklin PUD Commission Meeting Packet  
Agenda Item Summary

**Presenter:** Rosario Viera  
Public Information Officer  
**Date:** December 10, 2024

☐ REPORTING ONLY  
☐ FOR DISCUSSION  
☒ **ACTION REQUIRED**

### 1. OBJECTIVE:

Approving the 2025 Commission Meeting Workshops and Presentations Schedule.

### 2. BACKGROUND:

Staff prepared a schedule of proposed workshops and presentations for 2025 Commission meetings as follows:

Month/Day	Topic	Type
January 28	Cyber/IT Update	Presentation
February 11	NISC Benefits / Program Application Efficiencies	Presentation
March 25	BPA Product Options	Presentation
<b>March 25 (1 PM)</b>	<b>Governance Training</b>	<b>SPECIAL</b>
April 22	Financial Update	Presentation
May 27	FTTH (Broadband Update)	Presentation
<b>June 24 (1 PM )</b>	<b>Business Continuity Plan</b>	<b>SPECIAL</b>
July 22	Social Media Update (Communications)	Presentation
August 26	Legislative Update Warehouse – Barcoding / Inventory Update	Presentations
<b>October 28</b>	<b>Smart Meter Update - Data and Use of Data</b>	<b>SPECIAL</b>
<b>November 12 (1 PM)</b>	<b>Electric System Study/Curtailment Process</b>	<b>SPECIAL</b>

In total staff is proposing eight presentations, and four workshops to be done during 2025. The presentations would be during the regular meetings and the workshops are being proposed for 1 pm on the dates specified.

Staff recommends that after review and discussion the Commission approve the 2025 Commission meeting presentation and workshops in substantially the form presented today.

### 3. SUGGESTED MOTION:

I move to approve the 2025 Commission Meeting Workshops and Presentations in substantially the form presented today.



## AGENDA ITEM 19

Franklin PUD Commission Meeting Packet

Agenda Item Summary

**Presenter:** Scott Rhees  
General Manager/CEO

**Date:** December 10, 2024

☐ REPORTING ONLY

☐ FOR DISCUSSION

☒ ACTION REQUIRED

### 1. OBJECTIVE:

Discussing the 2025 Organization Representation List.

### 2. BACKGROUND:

At the end of each year, the Commission approves the appointment of Commissioners and staff to represent the District on external organizations' boards and committees for the coming calendar year.

Attachment A is the current Organization Representation List, which was last revised in November 2023 for representation in 2024.

Staff recommends the Commission review and discuss the 2025 Organization Representation List. Staff will bring the 2025 Organization Representation List with any Commission feedback incorporated for final review and consideration of approval to the January 2025 meeting.

### 3. SUGGESTED MOTION:

No motion required at this time.

## Attachment A, Agenda Item 19

Organizations that will need changes are highlighted – Staff proposed changes are redlined.

2024 Organization Representation List		
Organization	Delegate	Alternate
<b>American Public Power Association</b>		
Legislative & Resolutions Committee	B. Gordon	
Policy Makers Council (PMC)	B. Gordon	
<b>Central Washington Public Utilities (CWPU)</b>	<del>S. Rhees</del> <u>Interim GM/CEO</u>	S. Ferraro
<b>Central Washington Public Utilities Unified Insurance Program (UIP)</b>	S. Ferraro	N. Ransom
<b>Conservation and Renewable Energy Systems (CARES)</b>	K. Fulton	
<b>Energy Northwest (ENW)</b>		
Board of Directors	B. Gordon	S. Nelson
Participant's Review Board (PRB)	S. Nelson	
<b>Northwest Open Access Network (NoaNet)</b>		
Board Member	R. Wright	B. Hooper
Member Representative	B. Hooper	B. Weatherman
<b>Northwest Public Power Association (NWPPA)</b>		
Government Relations Committee	<u>Interim GM/CEO</u> <del>S. Rhees</del>	R. Viera
<b>Pacific Northwest Waterways Association (PNWA)</b>	<u>Interim GM/CEO</u> <del>S. Rhees</del>	R. Wright
<b>Public Power Council (PPC)</b>	<u>Interim GM/CEO</u> <del>S. Rhees</del>	
<b>Tri-City Development Council (TRIDEC)</b>	<u>Interim GM/CEO</u> <del>S. Rhees</del>	R. Viera
<b>WPUA</b>		
Board of Directors	S. Nelson	R. Wright
Managers Committee	<u>Interim GM/CEO</u> <del>S. Rhees</del>	S. Ferraro
Government Relations/Communications Committee	R. Viera	K. Fulton
Energy Committee	K. Fulton	S. Nelson
Telecommunications Committee	R. Wright	B. Hooper
Safety/Risk Managers Committee	S. Ferraro	V. Fuentes

## AGENDA ITEM 20

Franklin PUD Commission Meeting Packet  
Agenda Item Summary

**Presenter:** Scott Rhees  
General Manager/CEO  
**Date:** December 10, 2024

☐ REPORTING ONLY  
☐ FOR DISCUSSION  
☒ ACTION REQUIRED

### 1. OBJECTIVE:

Adopting a Resolution Approving a Revised Salary Administration Plan for Regular Non-Bargaining Employees and Superseding Resolution 1404.

### 2. BACKGROUND:

The Salary Administration Plan (SAP) provides the compensation structure and salary grades for non-bargaining employees of the District. It is the District's intent to review the SAP annually to ensure appropriate compensation for regular non-bargaining positions and that these positions are placed in the proper salary grade based on market survey data.

The last revision to the SAP was in December 2023 and included adjustments to the minimum and maximum position rates within each salary range to reflect the current market and various changes to position titles.

A review of market survey data indicates that the SAP needs to be adjusted to keep in line with the market. The proposed changes are shown on Attachment A and reflect the market adjustment for the salary grades, re-grading of various positions titles and the addition of a position title.

Staff recommends that the Commission adopt Resolution 1423, approving the Salary Administration Plan for Regular Non-bargaining employees, as shown in Exhibit A of the Resolution, effective December 10, 2024.

### 3. SUGGESTED MOTION:

I move to adopt Resolution 1423 as presented.

<b>Public Utility District No. 1 of Franklin County</b> <b>Salary Administration Plan for Regular Non-Bargaining Employees</b> <b>Effective <a href="#">December 10, 2024</a> Adopted via Resolution <a href="#">1423</a></b>				
Salary Grade	Minimum Rate	Mid Rate	Maximum Rate	Position Title
<b>11</b>	\$ 54,895	\$ 68,619	\$ 82,343	Accounts Payable Specialist
	<a href="#">\$ 57,091</a>	<a href="#">\$ 71,364</a>	<a href="#">\$ 85,636</a>	Administrative Assistant
				Energy Programs Representative
<b>12</b>	\$ 60,241	\$ 75,301	\$ 90,361	Contract Specialist
	<a href="#">\$ 62,651</a>	<a href="#">\$ 78,313</a>	<a href="#">\$ 93,976</a>	Engineering Assistant
				Human Resources Assistant
				Operations Assistant
				PC Technician
<b>13</b>	\$ 66,422	\$ 83,028	\$ 99,633	Broadband Support Technician
	<a href="#">\$ 69,079</a>	<a href="#">\$ 86,349</a>	<a href="#">\$ 103,618</a>	Payroll Administrator
				Senior Energy Programs Representative
<b>14</b>	\$ 72,931	\$ 91,164	\$ 109,396	Accountant
	<a href="#">\$ 75,848</a>	<a href="#">\$ 94,810</a>	<a href="#">\$ 113,772</a>	Community Relations Coordinator
				<a href="#">Human Resources Generalist</a>
				Materials Buyer
				Records Coordinator
<b>15</b>	\$ 80,371	\$ 100,463	\$ 120,556	Business Systems Analyst
	<a href="#">\$ 83,586</a>	<a href="#">\$ 104,482</a>	<a href="#">\$ 125,378</a>	<a href="#">Executive Assistant</a>
				<a href="#">Human Resources Generalist</a>
				IT Systems Administrator
				<a href="#">Network Engineer</a>
				<a href="#">Project Engineer</a>
				Senior Broadband Support Technician
				<a href="#">Supervisor of Executive Administration</a>
<b>16</b>	\$ 88,407	\$ 110,509	\$ 132,611	<a href="#">Data Analyst</a>
	<a href="#">\$ 91,944</a>	<a href="#">\$ 114,930</a>	<a href="#">\$ 137,916</a>	Electrical Engineer
				<a href="#">Network Engineer</a>
				Safety Coordinator
				Senior Accountant
				<a href="#">Supervisor of Executive Administration</a>
<b>17</b>	\$ 97,248	\$ 121,560	\$ 145,872	Accounting Manager
	<a href="#">\$ 101,138</a>	<a href="#">\$ 126,422</a>	<a href="#">\$ 151,707</a>	Broadband Engineer
				Customer Service Manager
				<a href="#">Data Analyst</a>
				<a href="#">Project Engineer</a>
				Purchasing Manager
				Senior Business Systems Analyst
				Senior IT Systems Administrator
				Senior Network Engineer
				Systems Engineer

<b>Public Utility District No. 1 of Franklin County</b> <b>Salary Administration Plan for Regular Non-Bargaining Employees</b> <b>Effective <a href="#">December 10, 2024</a> Adopted via Resolution <a href="#">1423</a></b>				
<b>Salary Grade</b>	<b>Minimum Rate</b>	<b>Mid Rate</b>	<b>Maximum Rate</b>	<b>Position Title</b>
<b>18</b>	\$ 106,973	\$ 133,717	\$ 160,460	Senior Power Analyst
	<a href="#">\$ 111,252</a>	<a href="#">\$ 139,065</a>	<a href="#">\$ 166,878</a>	Senior Project Engineer
				Senior Systems Engineer
<b>19</b>	\$ 117,670	\$ 147,088	\$ 176,505	Broadband Services Manager
	<a href="#">\$ 122,377</a>	<a href="#">\$ 152,971</a>	<a href="#">\$ 183,565</a>	Business Analytics Manager
				IT Manager
				<a href="#">Public Information Officer</a>
				<a href="#">Transmission &amp; Distribution Superintendent</a>
<b>20</b>	\$ 129,438	\$ 161,798	\$ 194,157	Engineering Manager
	<a href="#">\$ 134,616</a>	<a href="#">\$ 168,269</a>	<a href="#">\$ 201,923</a>	Executive Administration Director
				Power Manager
				<a href="#">Public Information Officer</a>
				<a href="#">Transmission &amp; Distribution Superintendent</a>
<b>21</b>	\$ 142,382	\$ 177,978	\$ 213,573	Energy Resources Director
	<a href="#">\$ 148,078</a>	<a href="#">\$ 185,097</a>	<a href="#">\$ 222,116</a>	Engineering Director
				Finance and Customer Service Director
				Operations Director
<b>22</b>	\$ 170,642	\$ 203,145	\$ 243,774	Assistant General Manager
	<a href="#">\$ 177,468</a>	<a href="#">\$ 211,271</a>	<a href="#">\$ 253,525</a>	Engineering & Operations Senior Director
				Finance and Energy Resources Senior Director
<b>Administration of Salary Plan -</b> <b>Salaries of direct reports should not exceed 95% of their Manager's / Director's salary.</b>				

**RESOLUTION 1423**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY, WASHINGTON**

**APPROVING THE SALARY ADMINISTRATION PLAN FOR REGULAR, NON-BARGAINING  
EMPLOYEES, EFFECTIVE DECEMBER 10, 2024 AND  
SUPERSEDING RESOLUTION 1404**

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WHEREAS, RCW 54.16.100 requires that the General Manager/CEO of Public Utility District No. 1 of Franklin County (the District) recommend to the Board of Commissioners (the Commission) the compensation for regular non-bargaining employees; and

WHEREAS, the Commission deems it in the best interest of the District to provide a compensation plan (Salary Administration Plan) by salary grade for its regular, non-bargaining employees, in accordance with job classifications and related rates of compensation, based on job difficulty, responsibility, and required qualifications; and

WHEREAS, the Salary Administration Plan establishes minimum, mid, and maximum salary rates within each salary grade based on comparable industry positions, and reflects the needs and compensation philosophy of the District; and

WHEREAS, the current Salary Administration Plan was last approved on December 12, 2023 via Resolution 1404, and

WHEREAS, the Salary Administration Plan should be reviewed annually to ensure that positions are placed in the proper salary grade based on market survey; and

WHEREAS, after analyzing the most current market survey data it was determined that the Salary Administration Plan needed to be adjusted to keep in line with the market, and

WHEREAS the General Manager/CEO has concluded that the minimum, mid, and maximum salary rates within each salary grade need to be adjusted to align with the current market, and

WHEREAS, the Salary Administration Plan has been revised to include an adjustment to the range for each salary grade to align with the current market, addition of a new position title, and regrading of various existing position titles, now therefore

BE IT HEREBY RESOLVED that effective the date of this Resolution the Salary Administration Plan for regular, non-bargaining employees attached hereto as Exhibit A to this Resolution is approved.

BE IT FURTHER RESOLVED that the General Manager/CEO is authorized to administer the Salary Administration Plan, subject to the following conditions:

1. The General Manager/CEO will not, without further authorization from the Commission:
  - a. Add new position titles or re-grade position titles in the Salary Administration Plan; or
  - b. Increase or decrease the minimum, mid, or maximum salary rates specified in the Salary Administration Plan.
2. The General Manager/CEO is authorized to:
  - a. Hire employees to fill positions specified in the Salary Administration Plan;
  - b. Promote or demote employees from one position or salary grade to another;
  - c. Set or adjust actual employee salaries within a salary grade; and
  - d. Hire temporary, on-call, seasonal or student employees provided the approved budget includes funding for such hires.

BE IT FURTHER RESOLVED that Resolution 1404 is superseded.

ADOPTED by the Board of Commissioners of Public Utility District No.1 of Franklin County  
at an open public meeting this 10<sup>th</sup> day of December 2024.

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Stuart Nelson, President

---

Roger Wright, Vice President

---

William Gordon, Secretary



<b>Public Utility District No. 1 of Franklin County</b> <b>Salary Administration Plan for Regular Non-Bargaining Employees</b> <b>Effective December 10, 2024, Adopted via Resolution 1423</b>				
<b>Salary Grade</b>	<b>Minimum Rate</b>	<b>Mid Rate</b>	<b>Maximum Rate</b>	<b>Position Title</b>
<b>11</b>	\$ 57,091	\$ 71,364	\$ 85,636	Accounts Payable Specialist
				Administrative Assistant
				Energy Programs Representative
<b>12</b>	\$ 62,651	\$ 78,313	\$ 93,976	Contract Specialist
				Engineering Assistant
				Human Resources Assistant
				Operations Assistant
				PC Technician
<b>13</b>	\$ 69,079	\$ 86,349	\$ 103,618	Broadband Support Technician
				Payroll Administrator
				Senior Energy Programs Representative
<b>14</b>	\$ 75,848	\$ 94,810	\$ 113,772	Accountant
				Community Relations Coordinator
				Materials Buyer
				Records Coordinator
<b>15</b>	\$ 83,586	\$ 104,482	\$ 125,378	Business Systems Analyst
				Executive Assistant
				Human Resources Generalist
				IT Systems Administrator
				Network Engineer
				Project Engineer
				Senior Broadband Support Technician
<b>16</b>	\$ 91,944	\$ 114,930	\$ 137,916	Electrical Engineer
				Data Analyst
				Safety Coordinator
				Senior Accountant
				Supervisor of Executive Administration
<b>17</b>	\$ 101,138	\$ 126,422	\$ 151,707	Accounting Manager
				Broadband Engineer
				Customer Service Manager
				Purchasing Manager
				Senior Business Systems Analyst
				Senior IT Systems Administrator
				Senior Network Engineer
				Systems Engineer

<b>Public Utility District No. 1 of Franklin County</b> <b>Salary Administration Plan for Regular Non-Bargaining Employees</b> <b>Effective December 10, 2024, Adopted via Resolution 1423</b>				
<b>Salary Grade</b>	<b>Minimum Rate</b>	<b>Mid Rate</b>	<b>Maximum Rate</b>	<b>Position Title</b>
<b>18</b>	\$ 111,252	\$ 139,065	\$ 166,878	Senior Power Analyst
				Senior Project Engineer
				Senior Systems Engineer
<b>19</b>	\$ 122,377	\$ 152,971	\$ 183,565	Broadband Services Manager
				Business Analytics Manager
				IT Manager
<b>20</b>	\$ 134,616	\$ 168,269	\$ 201,923	Engineering Manager
				Executive Administration Director
				Power Manager
				Public Information Officer
				Transmission & Distribution Superintendent
<b>21</b>	\$ 148,078	\$ 185,097	\$ 222,116	Energy Resources Director
				Engineering Director
				Finance and Customer Service Director
				Operations Director
<b>22</b>	\$ 177,468	\$ 211,271	\$ 253,525	Assistant General Manager
				Engineering & Operations Senior Director
				Finance and Energy Resources Senior Director
<b>Administration of Salary Plan -</b> <b>Salaries of direct reports should not exceed 95% of their Manager's / Director's salary.</b>				

## AGENDA ITEM 21

Franklin PUD Commission Meeting Packet

Agenda Item Summary

**Presenter:** Tyler Whitney  
General Counsel

**Date:** December 10, 2024

☐ REPORTING ONLY

☐ FOR DISCUSSION

☒ ACTION REQUIRED

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### 1. OBJECTIVE:

Presenting a Resolution Appointing an Interim General Manager / Chief Executive Officer of the District.

### 2. BACKGROUND:

The current General Manager / Chief Executive Officer (CEO) of the District has stated his intentions to retire and provided notice to end his employment with the District effective January 31, 2025.

At the November 12, 2024 meeting, the Commission discussed the process of filling the General Manager/CEO position and noted that an interim General Manager/CEO will need to be appointed. The Commission requested staff bring this matter for further discussion to the December 10 Commission meeting.

Resolution 1424 will be presented for Commission review and discussion.

### 3. SUGGESTED MOTION:

To be determined.

**RESOLUTION 1424**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF PUBLIC UTILITY DISTRICT NO. 1, OF FRANKLIN COUNTY, WASHINGTON**

**APPOINTING AN INTERIM GENERAL MANAGER / CHIEF EXECUTIVE OFFICER OF THE DISTRICT**

WHEREAS, Public Utility District No. 1 of Franklin County (the District) is organized under Title 54 of the Revised Code of Washington, which requires the Board of Commissioners (the Commission) of the District to appoint a General Manager, and

WHEREAS, the Commission adopted Resolution 1315 appointing Scott R. Rhees (Mr. Rhees) to the position of General Manager/Chief Executive Officer (General Manager/CEO) effective April 1, 2019; and

WHEREAS, Mr. Rhees provided notice on October 22, 2024 of his intent to retire from the General Manager/CEO position, and

WHEREAS, Mr. Rhees' last day as General Manager/CEO of the District will be January 31, 2025, and

WHEREAS, at its November 12, 2024 regular meeting, the Commission discussed the process of filling the General Manager/CEO position, and stated its intent to consider the appointment of an interim General Manager/CEO at its December 10, 2024 regular meeting, and

WHEREAS, after reviewing the qualifications of a candidate or candidates to serve as the District's interim General Manager/CEO, the Commission desires to appoint \_\_\_\_\_ to such position,

NOW THEREFORE BE IT RESOLVED that \_\_\_\_\_ is hereby appointed to serve as the District's interim General Manager/CEO effective February 1, 2025.

BE IT FURTHER RESOLVED THAT, as of February 1, 2025, \_\_\_\_\_ shall be empowered with the authority provided under RCW 54.16.100 and resolutions of the Commission and shall further carry out such additional duties as the Commission shall designate from time to time.

BE IT FURTHER RESOLVED THAT, as interim General Manager/CEO, \_\_\_\_\_ will assume all the responsibilities and rights of that position until the earlier of the following events occurs: (a) \_\_\_\_\_ resigns the position of interim General Manager/CEO, (b) the Commission terminates \_\_\_\_\_'s appointment as interim General Manager/CEO at its will, or (c) the Commission appoints someone to the position of General Manager/CEO on a non-interim basis.

BE IT FURTHER RESOLVED THAT, as of February 1, 2025, \_\_\_\_\_'s salary shall be adjusted to \_\_\_\_\_ (on an annualized basis) for the period in which he/she is serving as the interim General Manager/CEO, and shall continue until modified by the Commission or until such time as the Commission appoints a General Manager/CEO on a non-interim basis, at which point \_\_\_\_\_'s salary shall be subject to reevaluation and adjustment based on the District's standard non-union compensation policies and practices.

BE IT FURTHER RESOLVED THAT this Resolution shall not constitute a contract or assurance of continued employment for \_\_\_\_\_, who shall continue to serve as an at-will employee of the District.

ADOPTED by the Board of Commissioners of Public Utility District No. 1 of Franklin County,  
at an open public meeting this 10<sup>th</sup> day of December 2024.

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Stuart Nelson, President

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Roger Wright, Vice President

---

William Gordon, Secretary



# October 2024

**Monthly Key Performance Indicators**

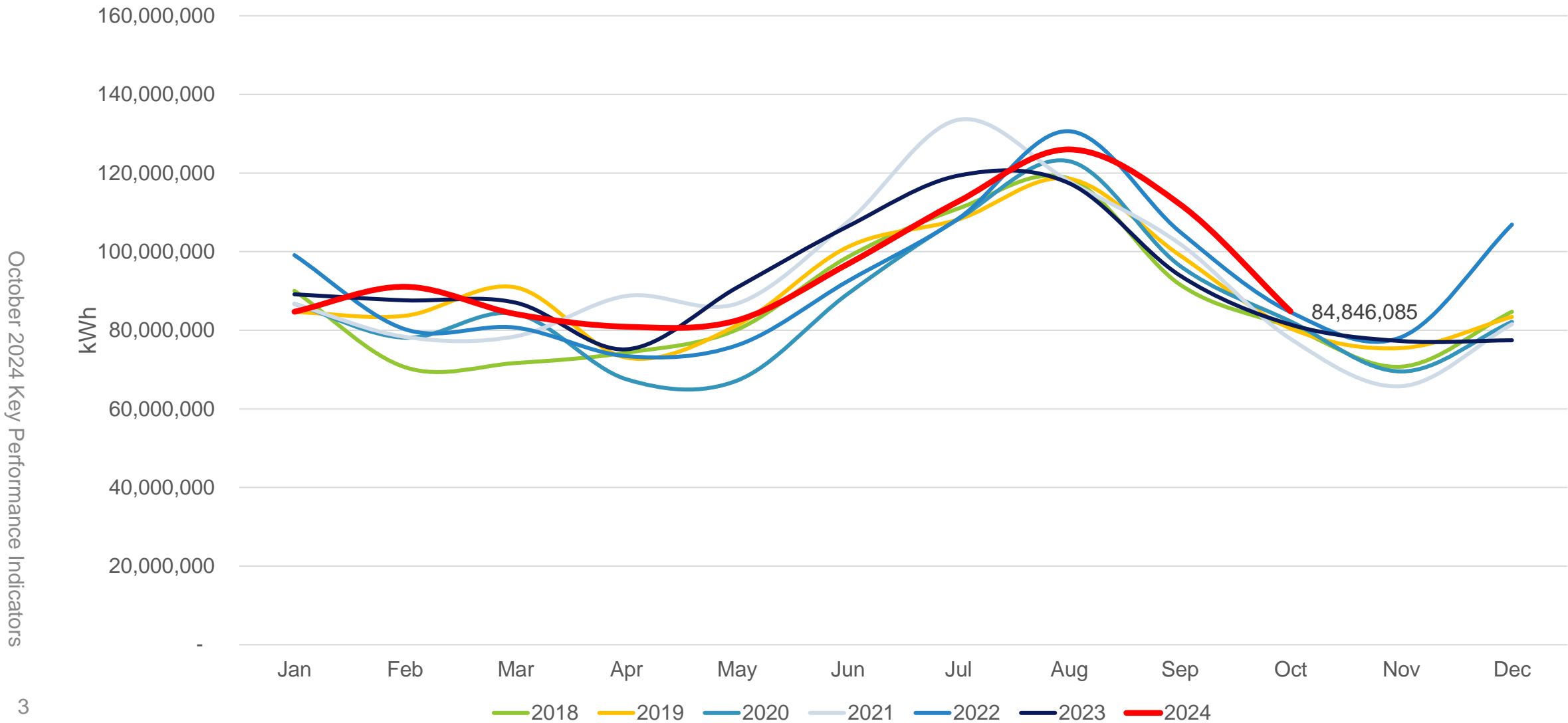
# EXECUTIVE SUMMARY

Retail Revenue was strong in October considering the loss of load in the Industrial rate class. As such, forecasts have been adjusted for reduced retail revenues for the remainder of the year, and the District is positioned well to weather the changes.

With recent updates included, the District will meet established financial metrics - the projection for Debt Service Coverage is 3.12x, and minimum cash reserves are expected to exceed target of \$26.5m.

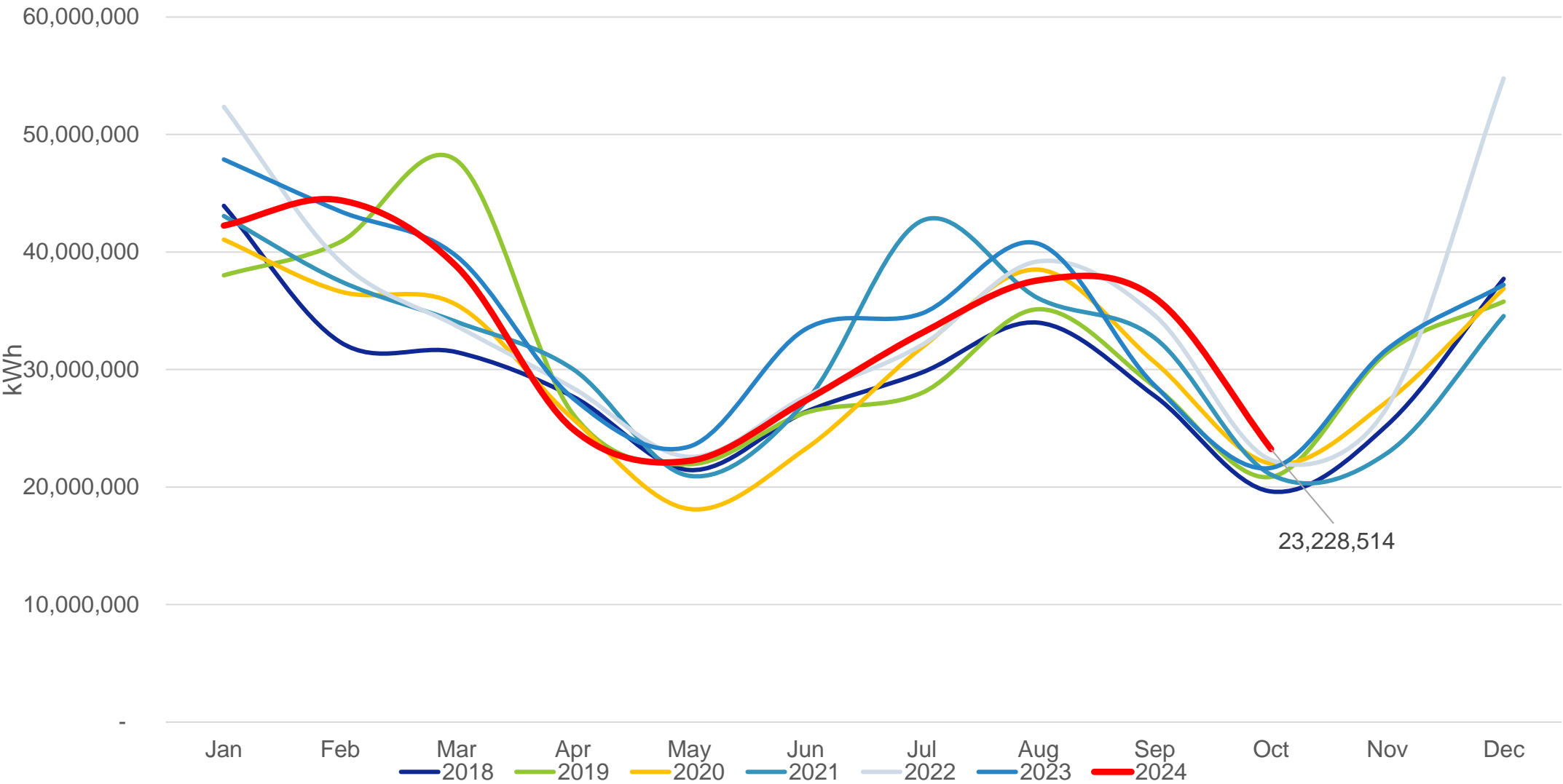


# RETAIL LOAD COMPARISON



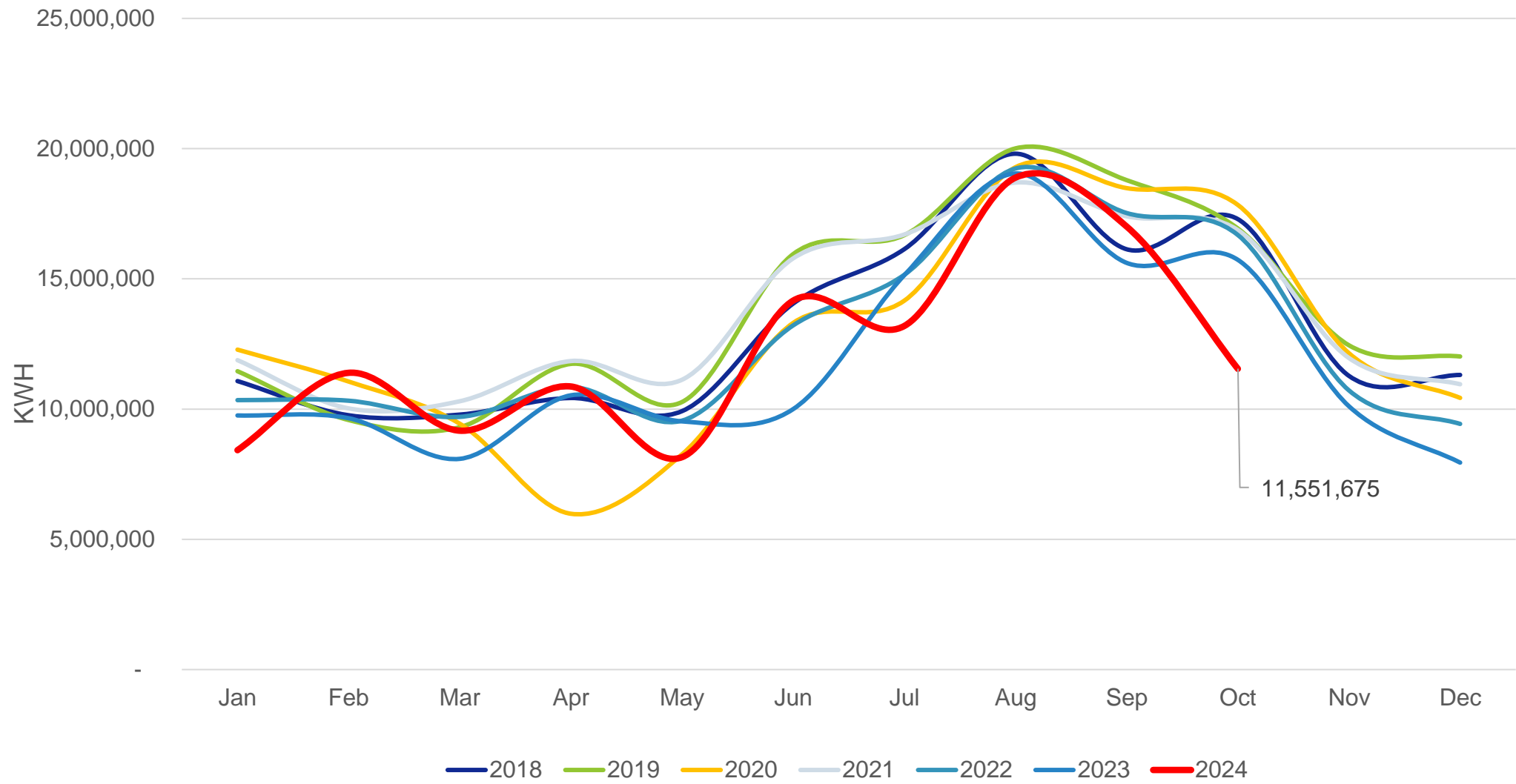
# RESIDENTIAL LOADS

October 2024 Key Performance Indicators

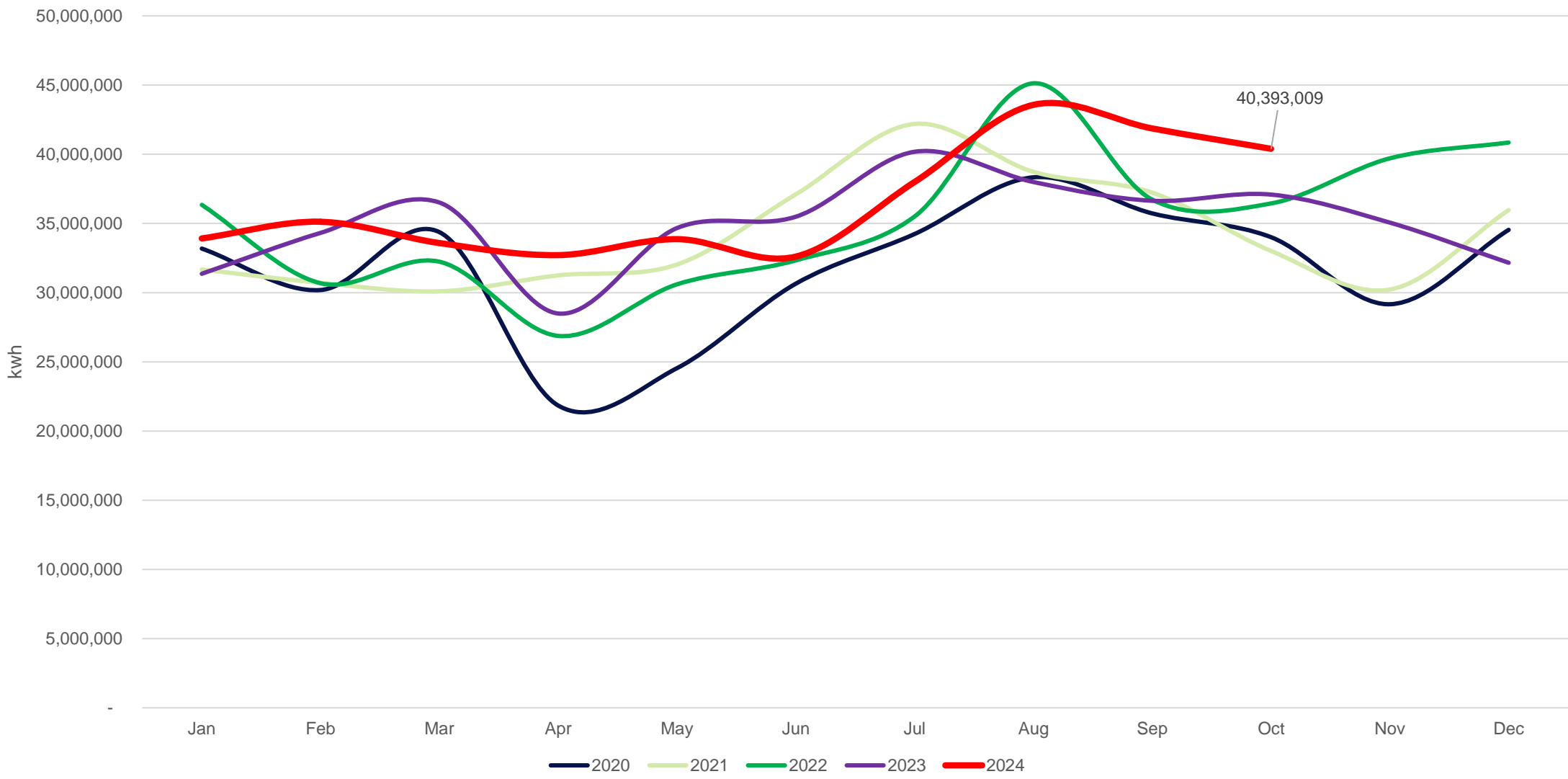


# INDUSTRIAL LOADS

October 2024 Key Performance Indicators

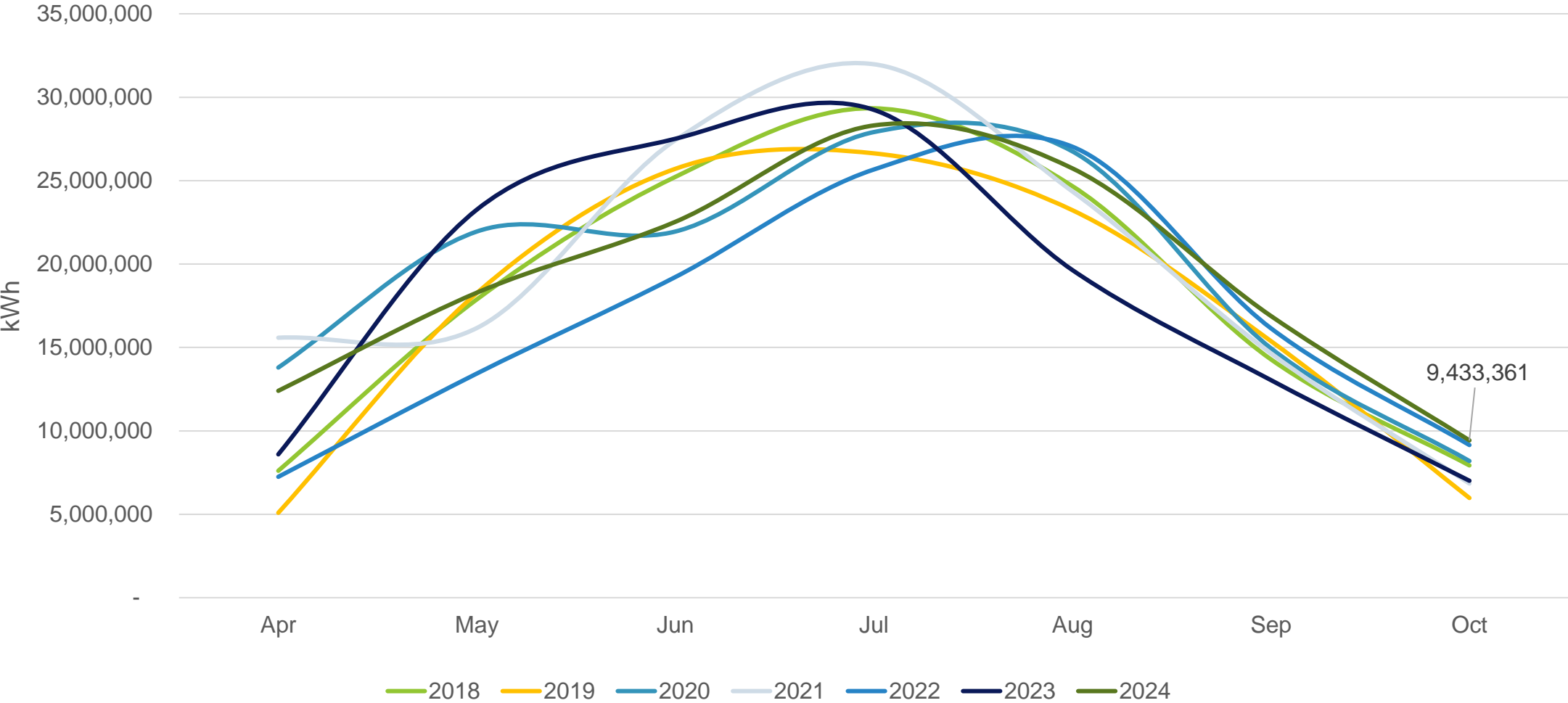


# GENERAL LOADS

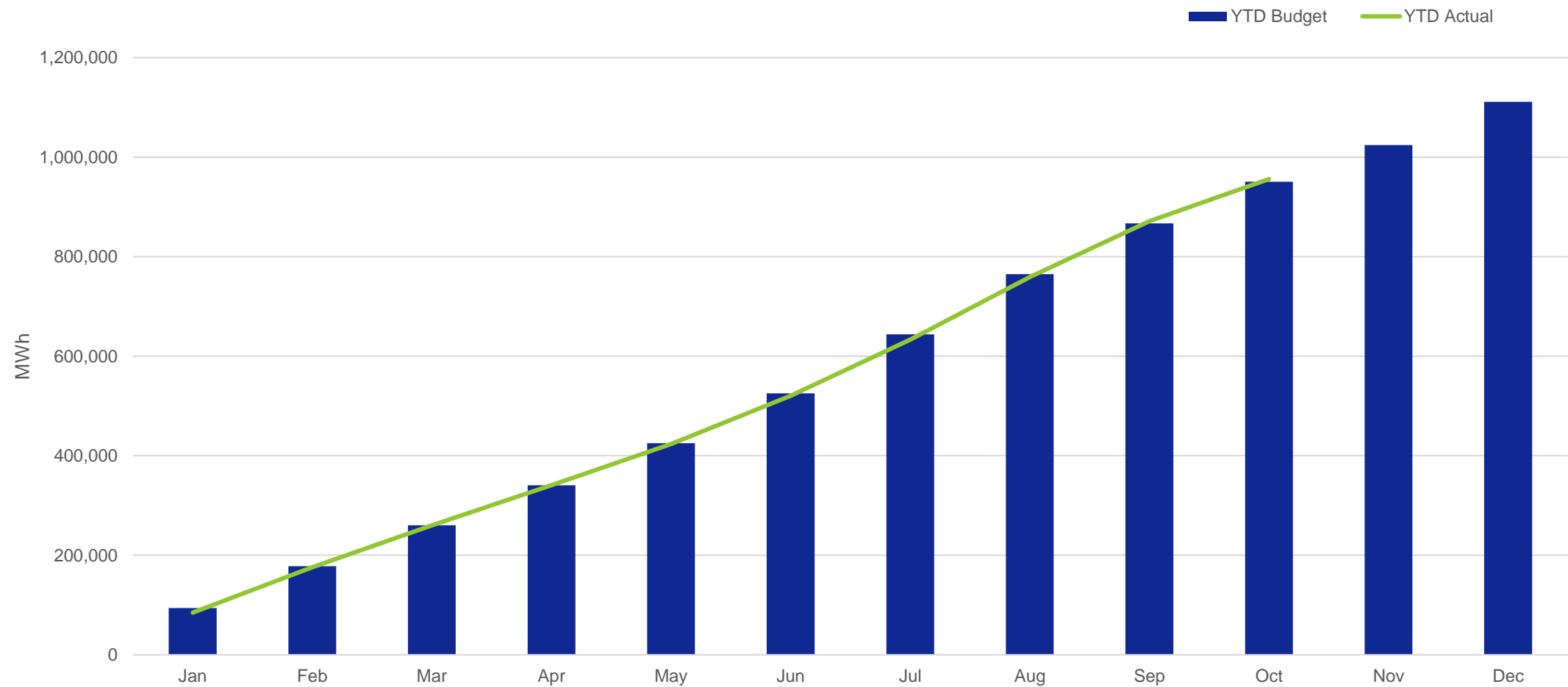


# IRRIGATION LOADS

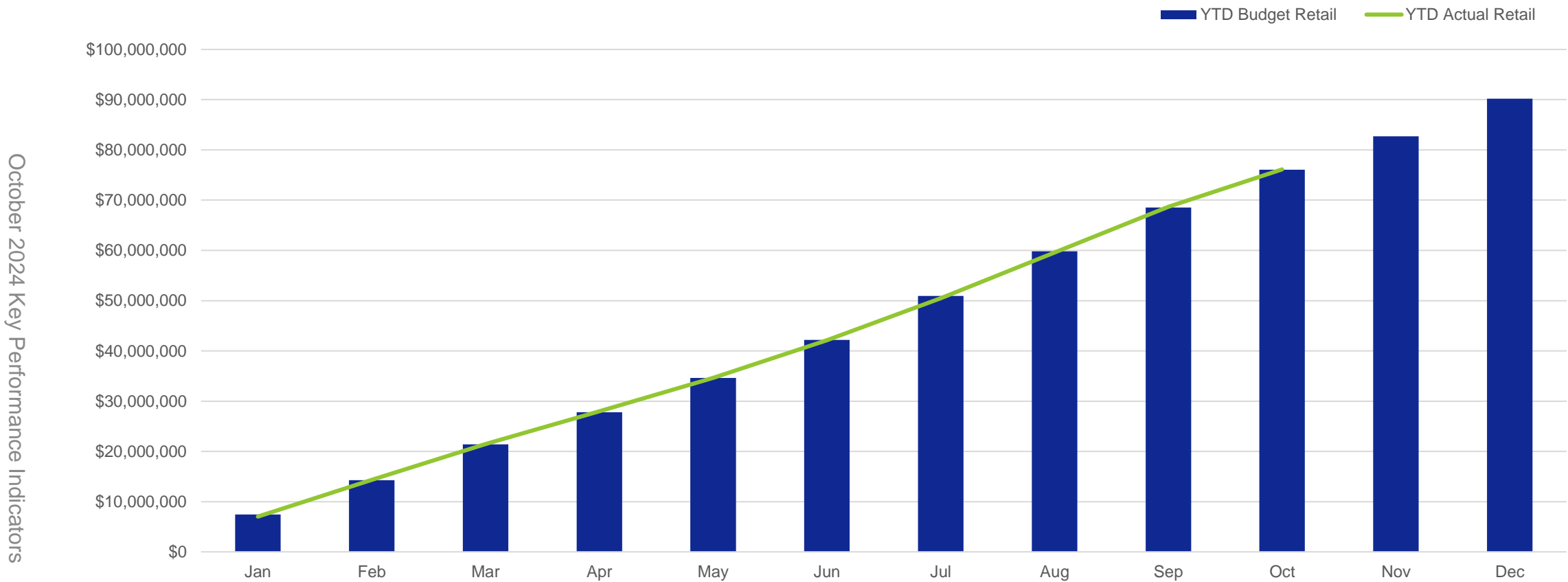
October 2024 Key Performance Indicators



# YTD LOADS: BUDGET VS. ACTUAL



# YTD RETAIL ENERGY SALES \$: BUDGET VS. ACTUAL







# POWER





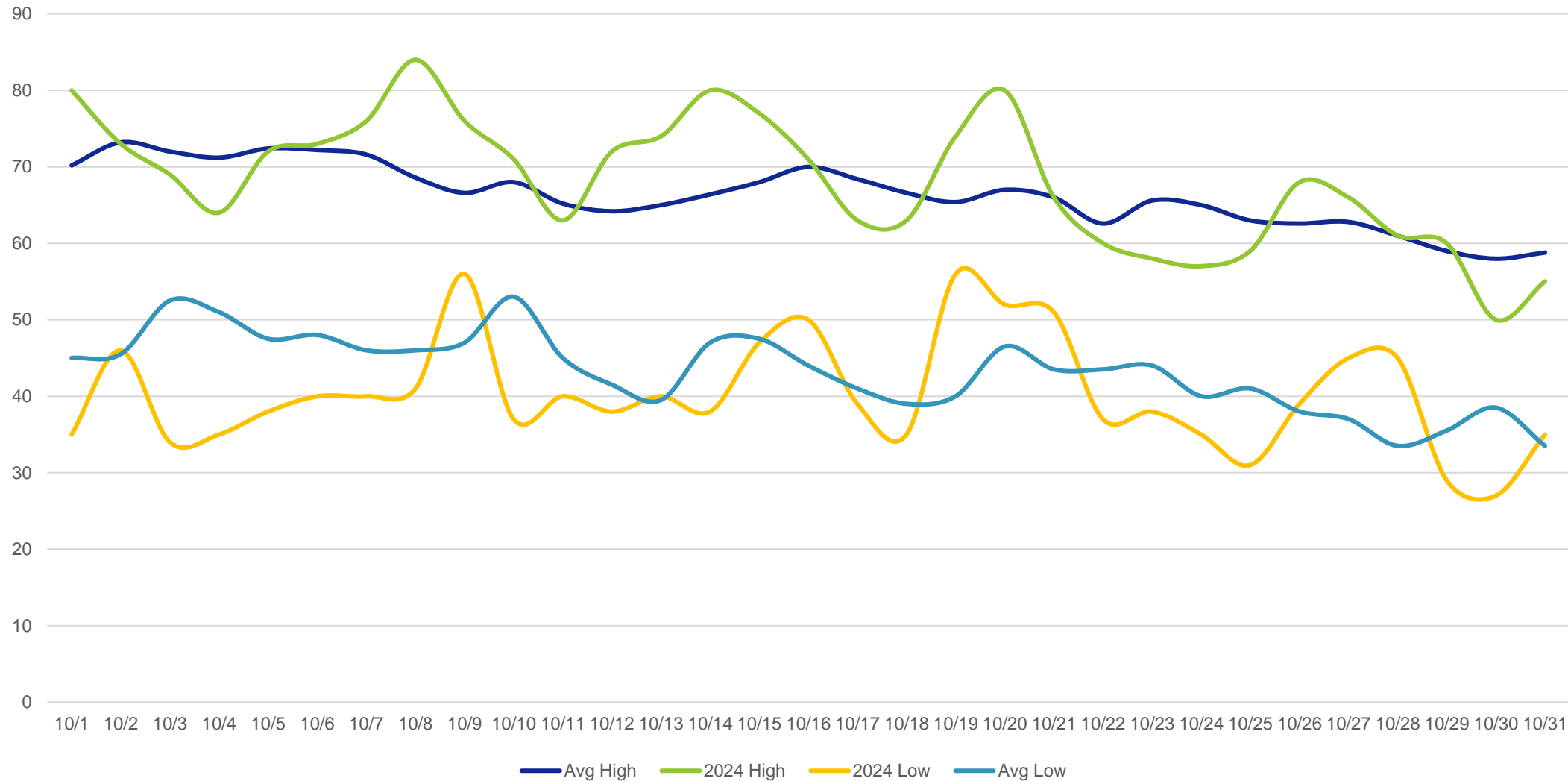
# OCTOBER OVERVIEW

October started warmer than average and maintained higher daily temps for much of the month. Average Mid-C prices were stable, and hedges settled out of the money, but not as severely as experienced during the summer months of this year. Year-over-year usage is up overall driven primarily by the Residential and General classes, helping to offset the loss of Industrial load.

October water conditions remained low as forecasted, although outlook for water year 2025 has improved since last month.

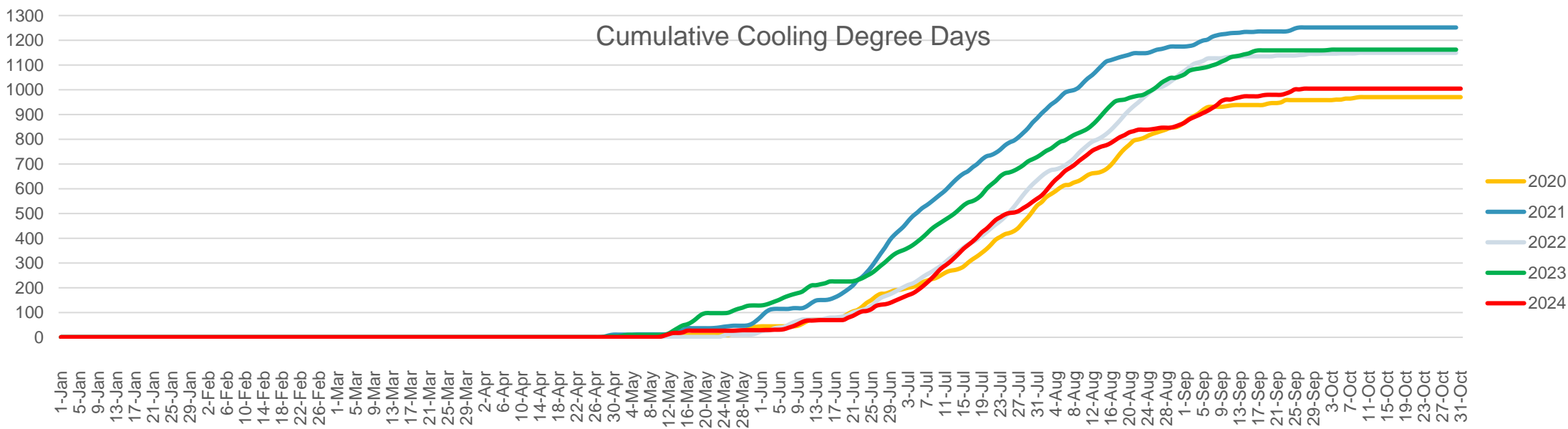
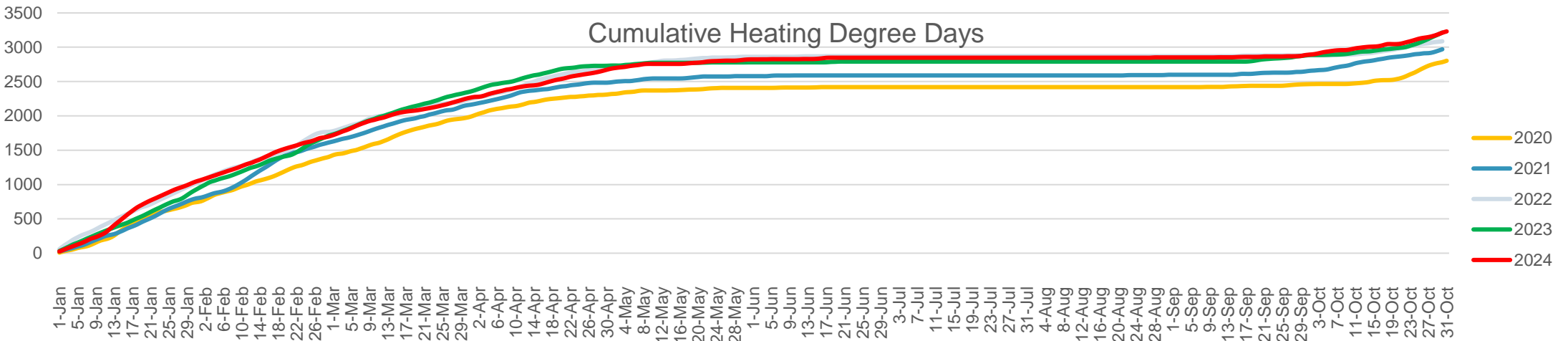
# TEMPERATURES

October 2024 Key Performance Indicators



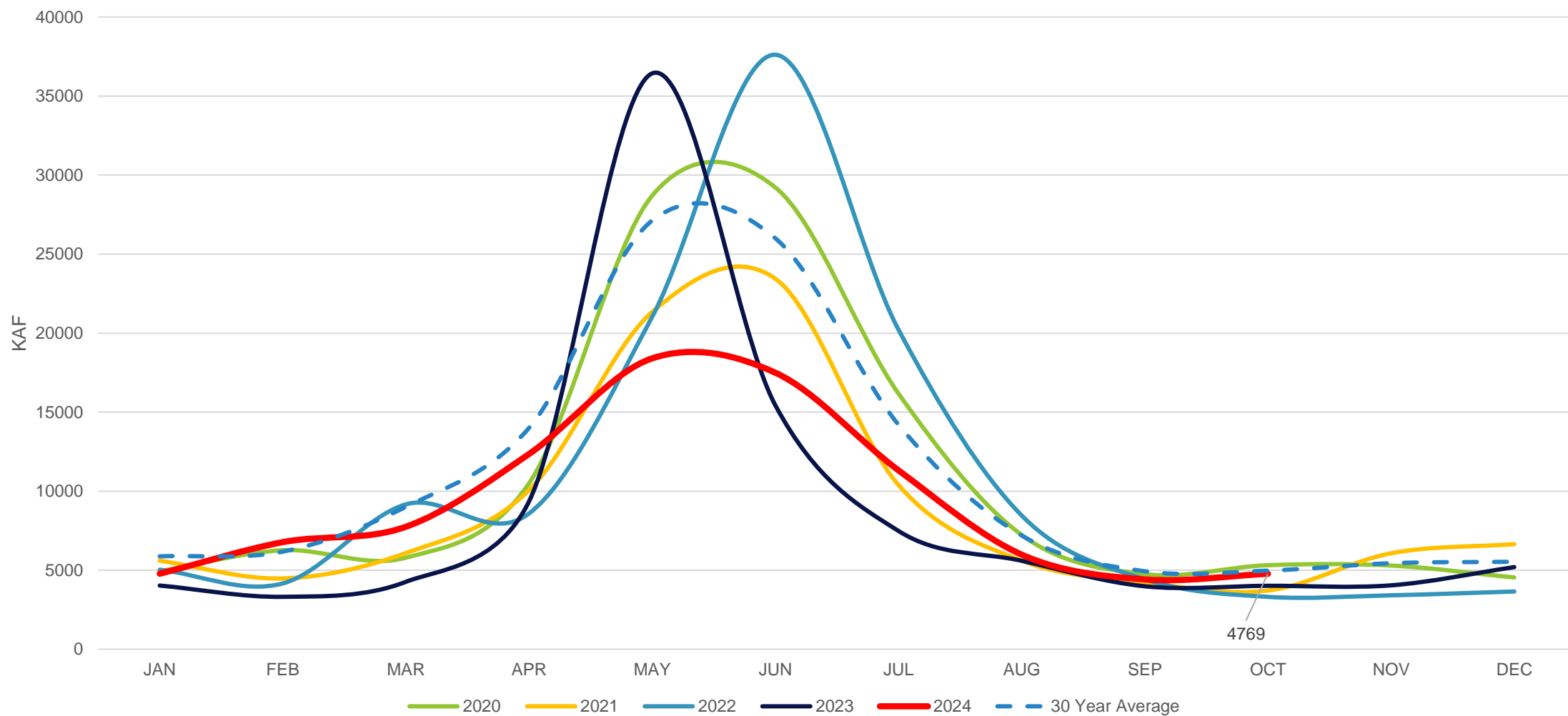
# CUMULATIVE WEATHER DATA

October 2024 Key Performance Indicators

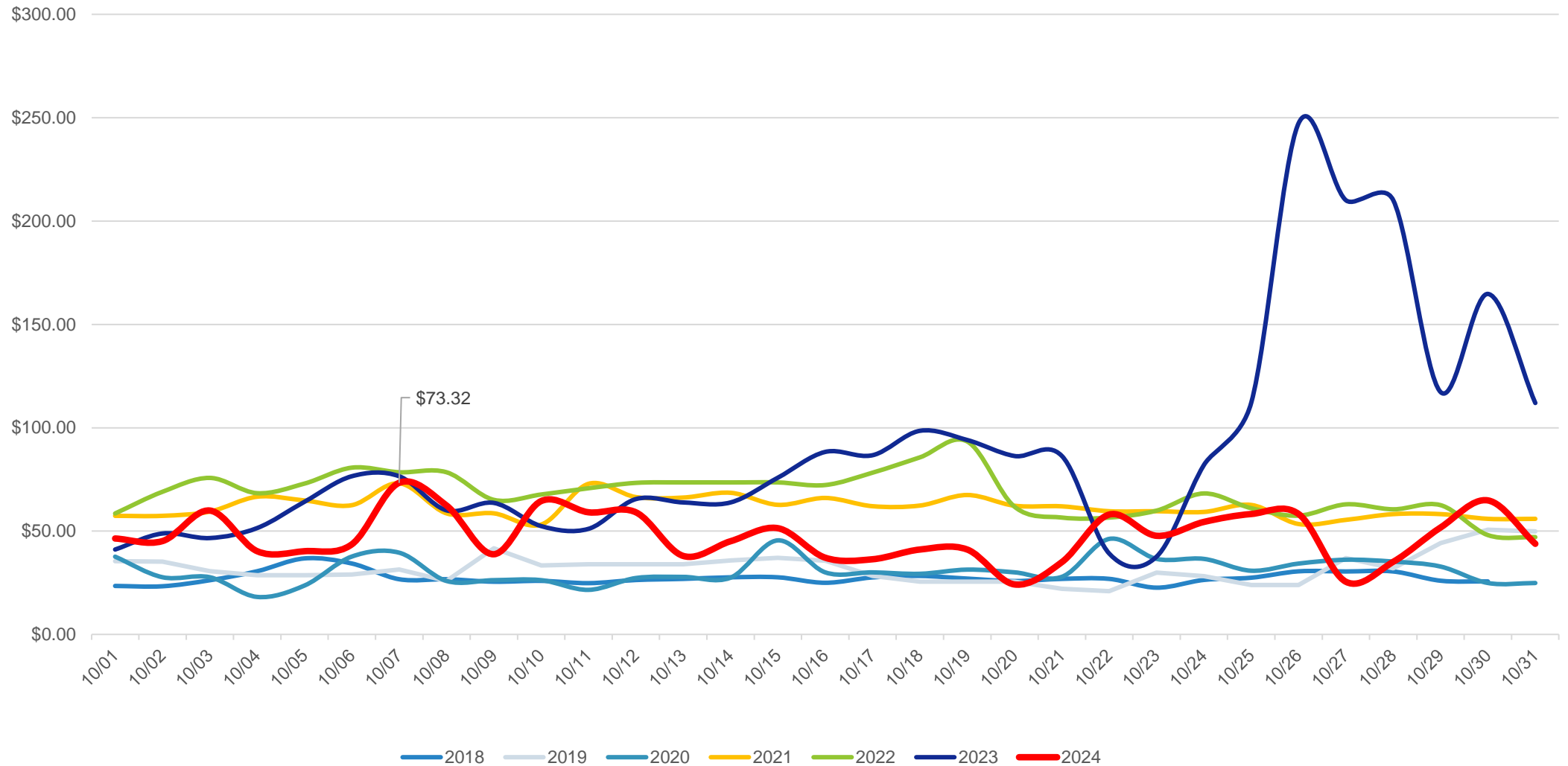


# COLUMBIA RIVER RUNOFF

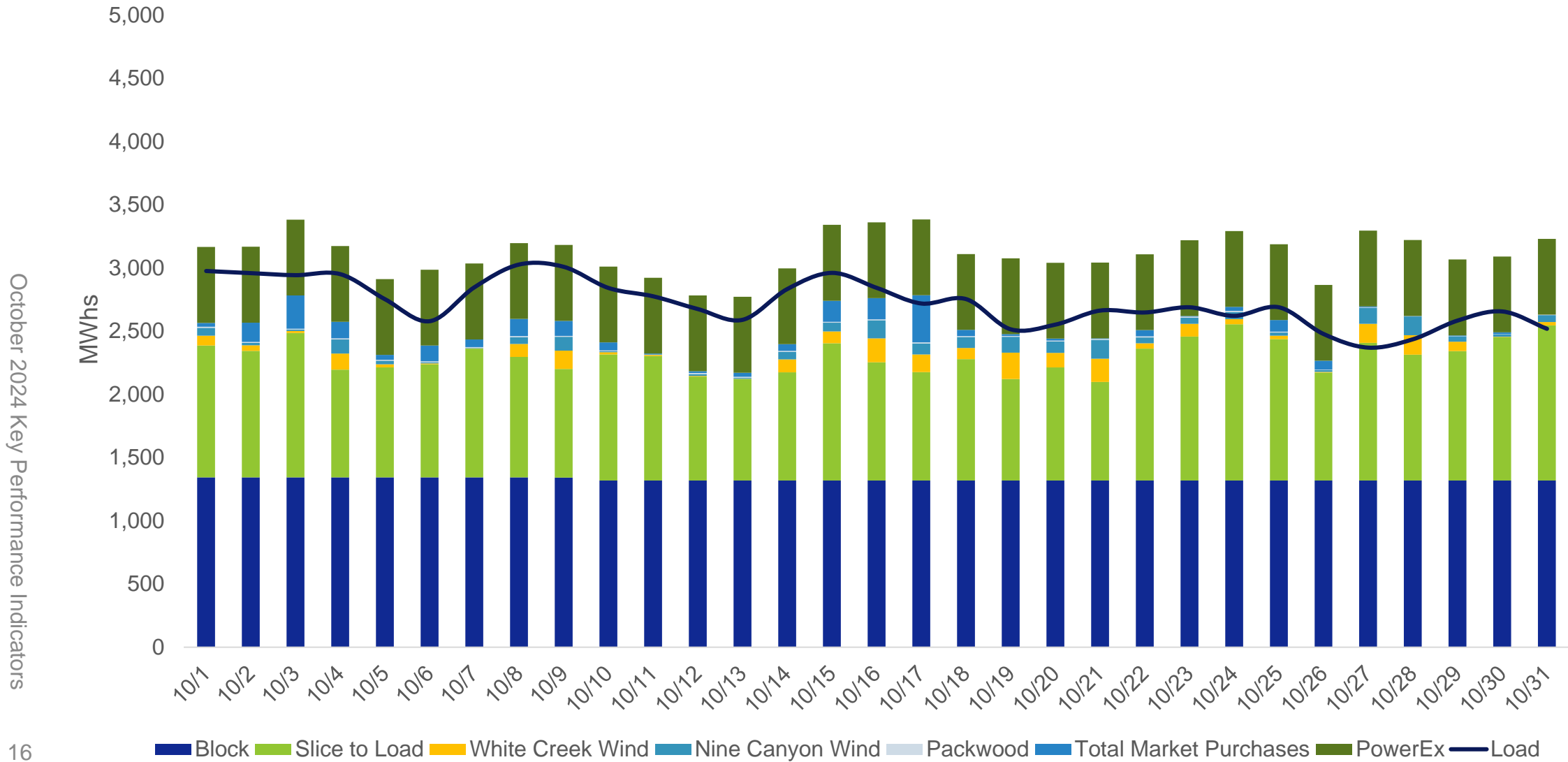
October 2024 Key Performance Indicators



# AVERAGE DAILY PRICES (MID-COLUMBIA)

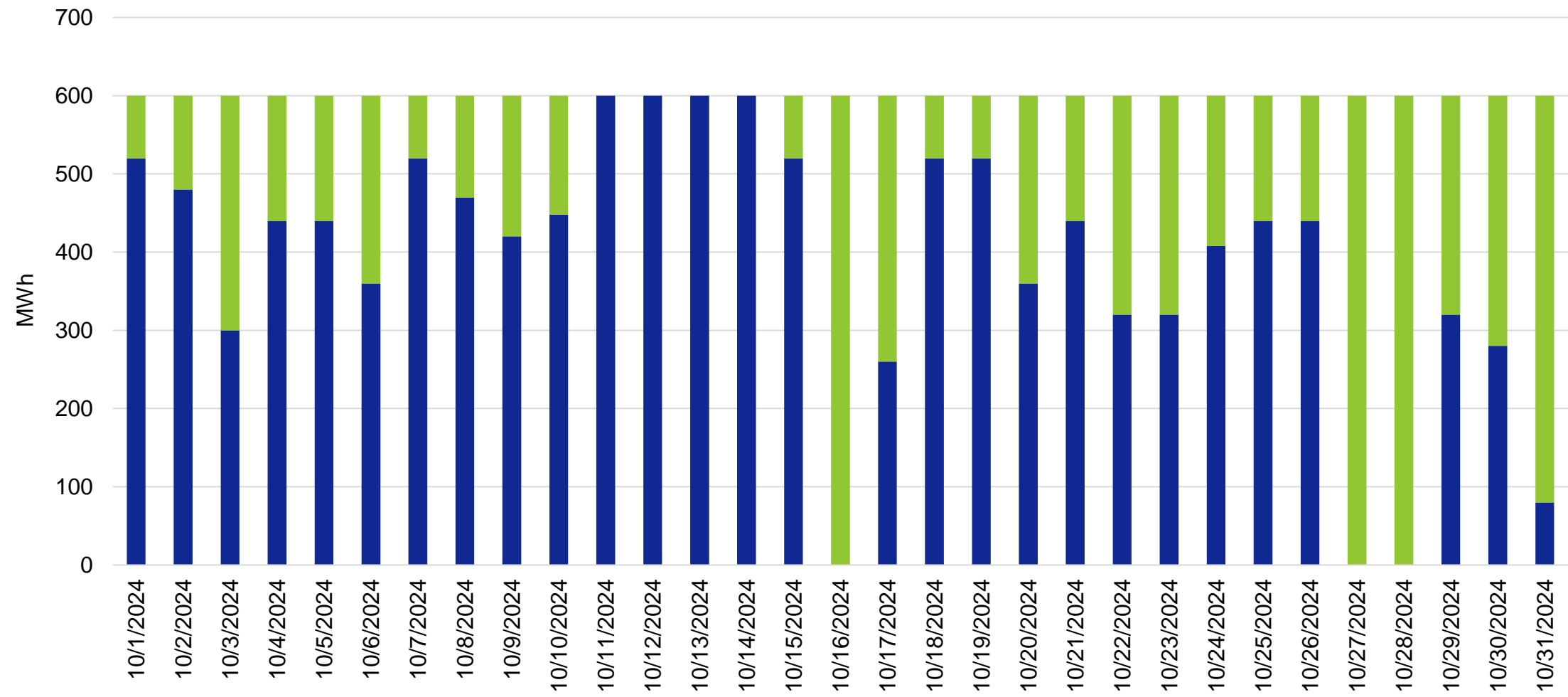


# LOAD/RESOURCE BALANCE

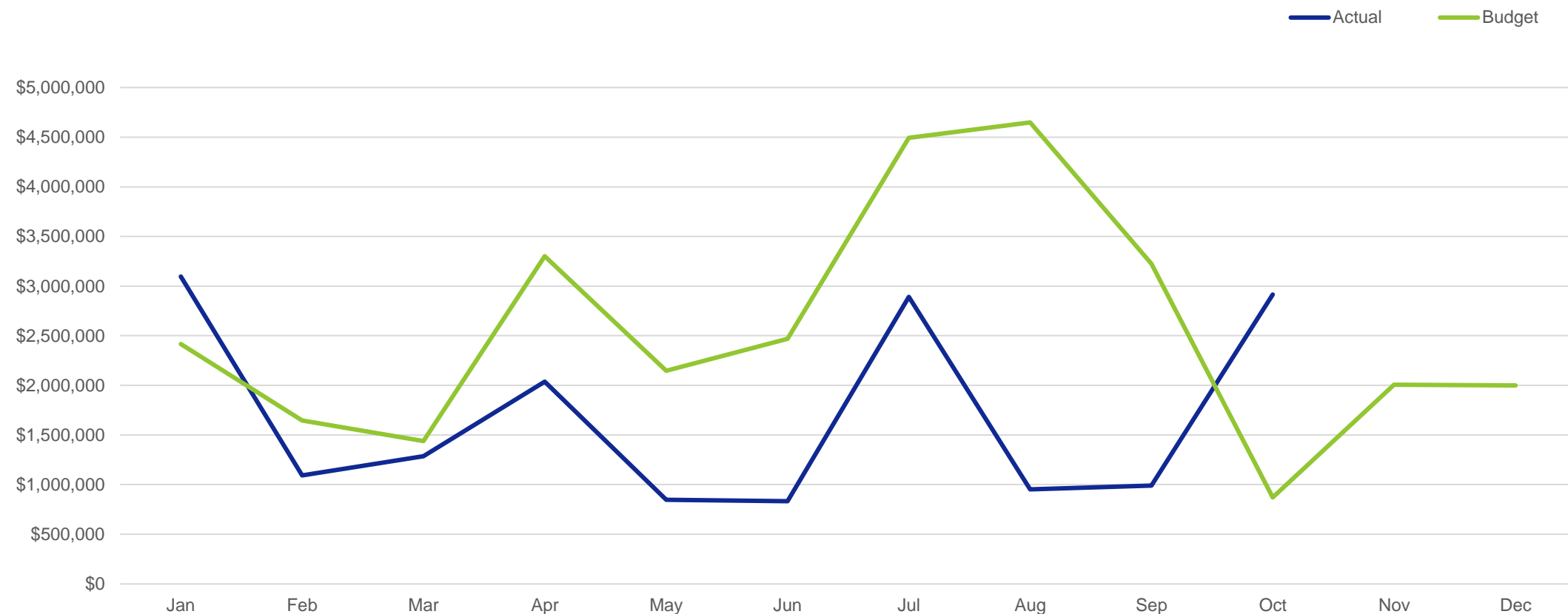


# POWEREX DELIVERIES

■ To Market ■ To Load



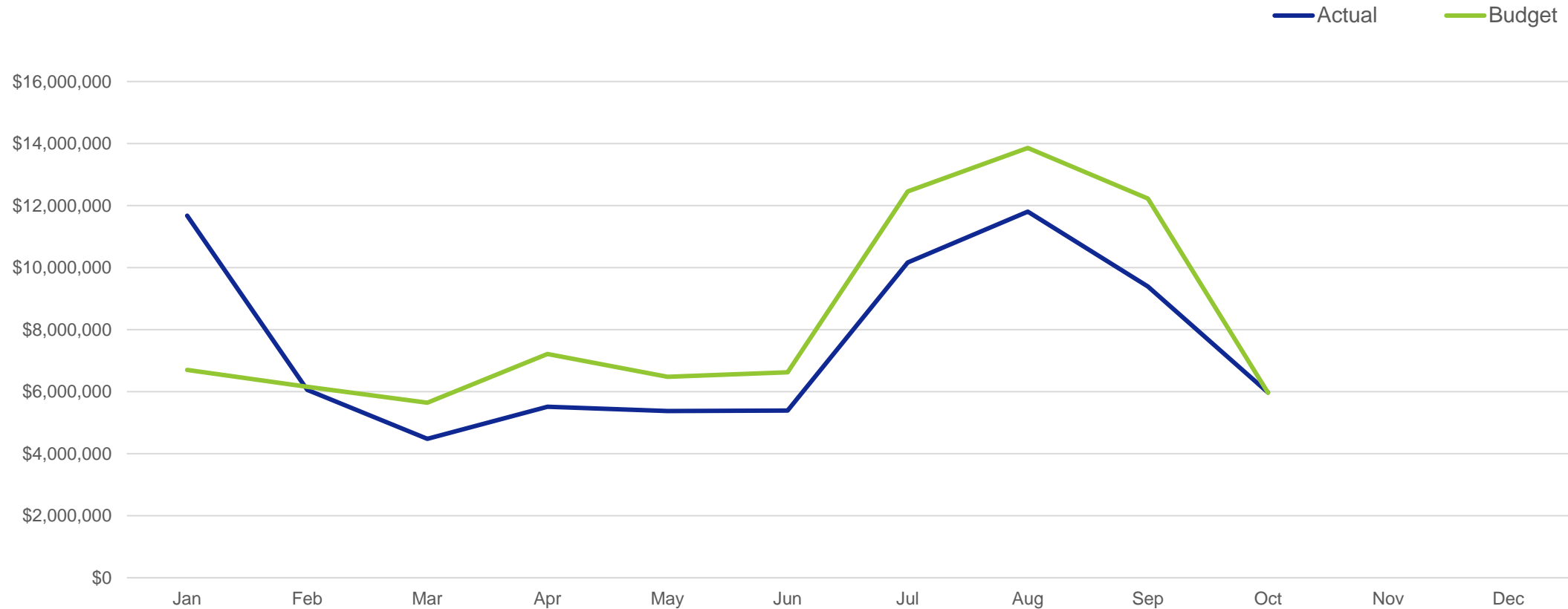
# SECONDARY MARKET SALES



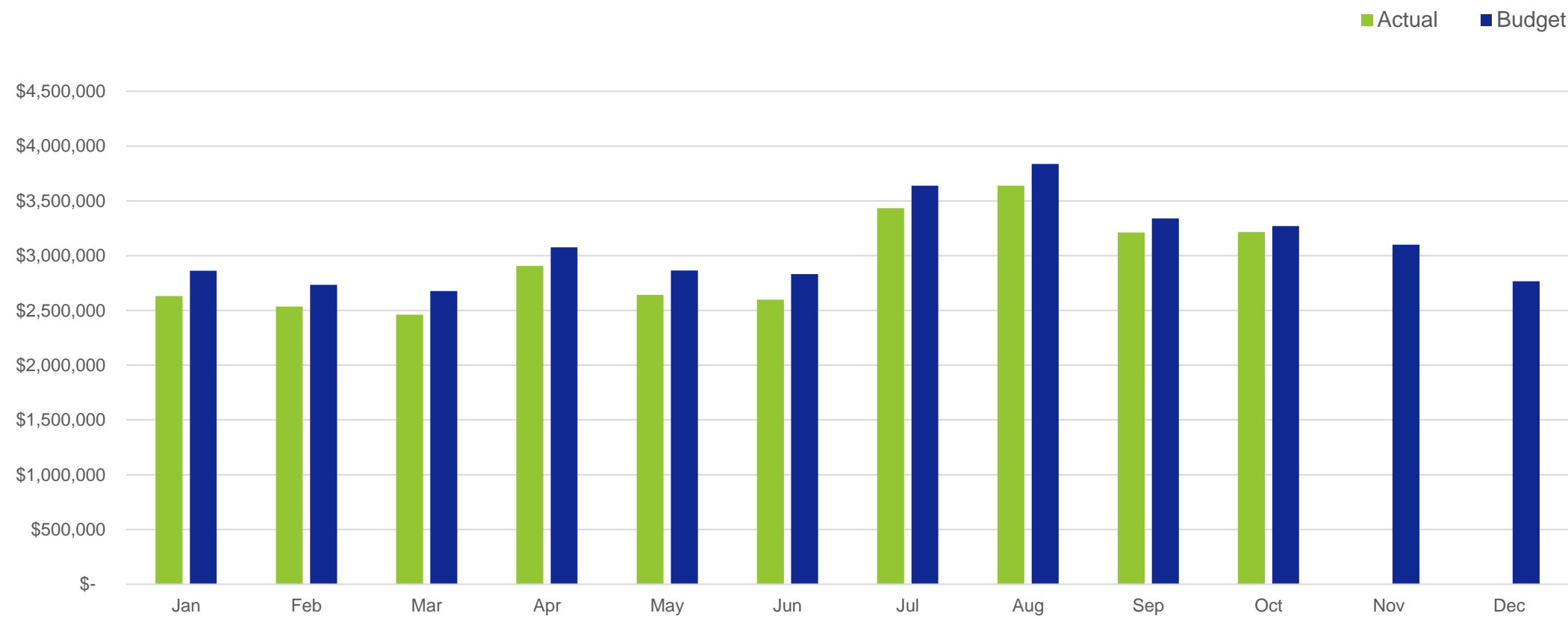


# POWER SUPPLY COSTS

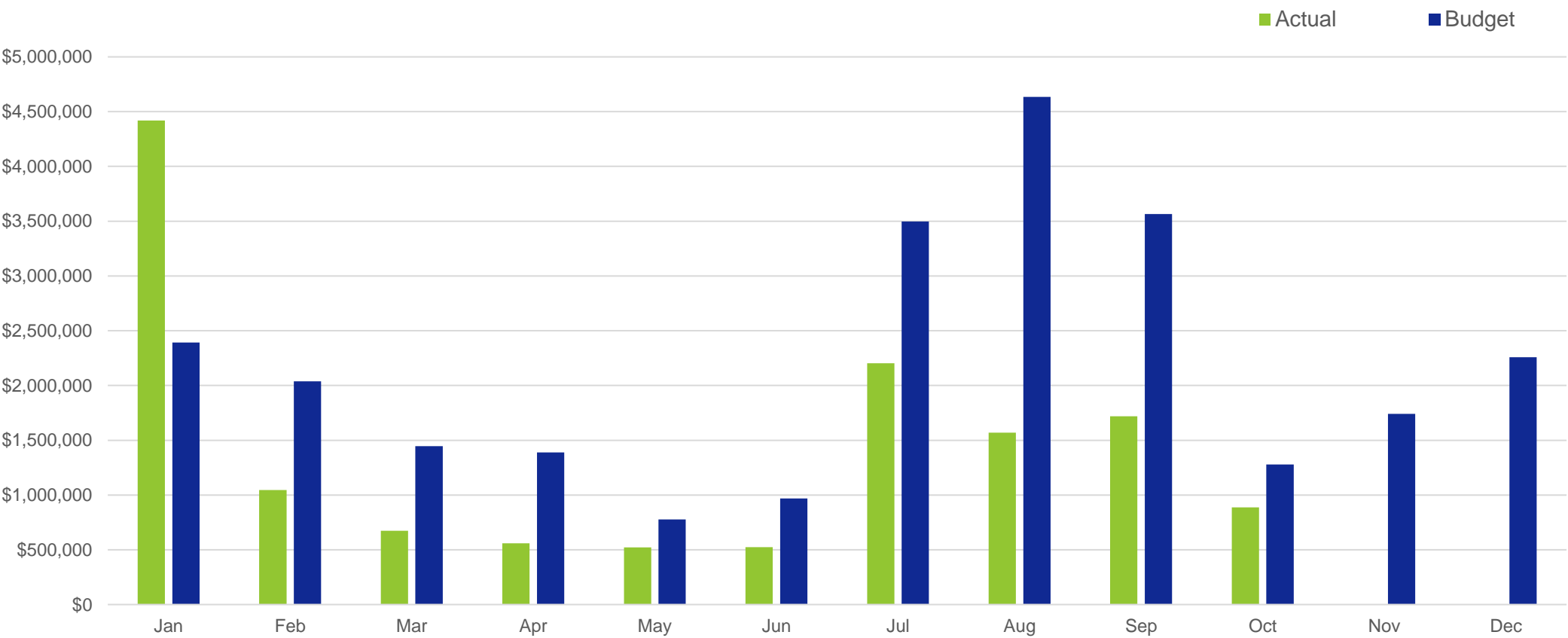
October 2024 Key Performance Indicators



# BPA POWER: BUDGET VS. ACTUAL



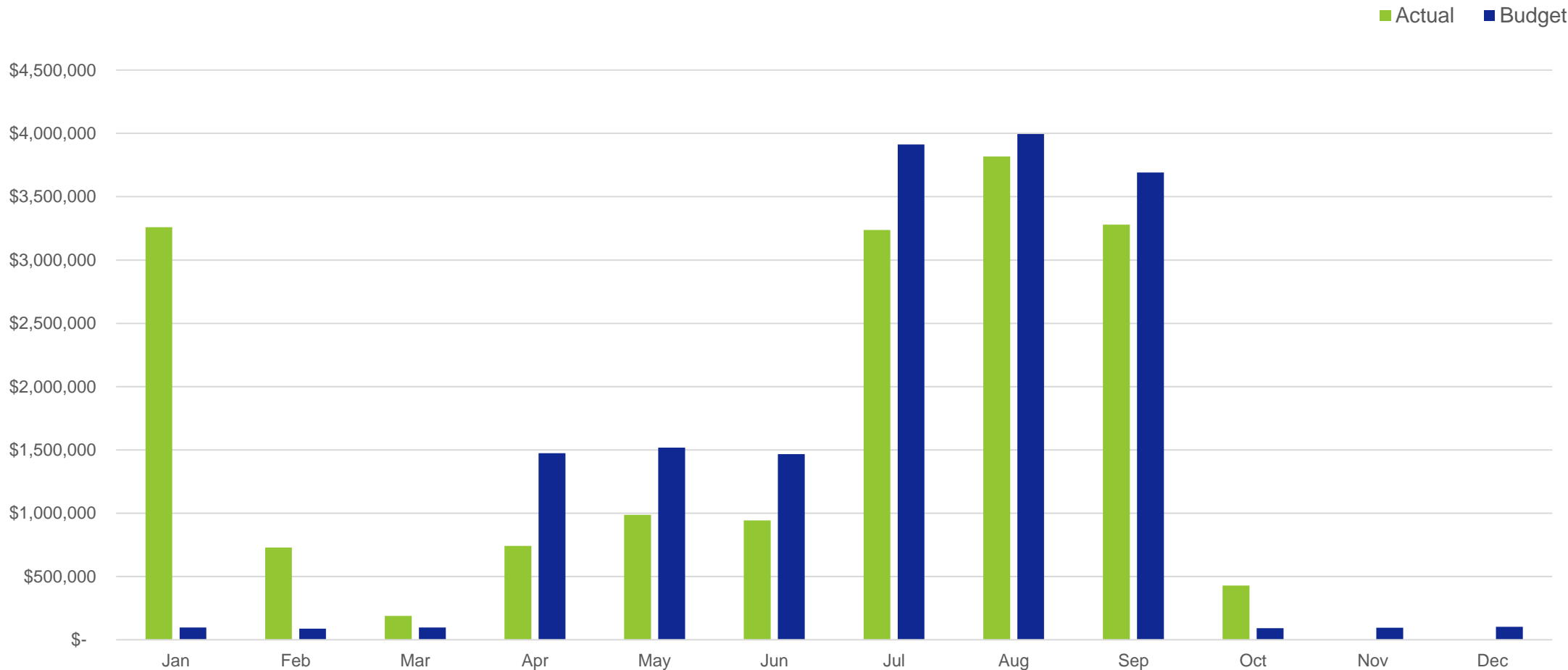
# POWEREX: BUDGET VS. ACTUAL



# MARKET PURCHASES: BUDGET VS. ACTUAL

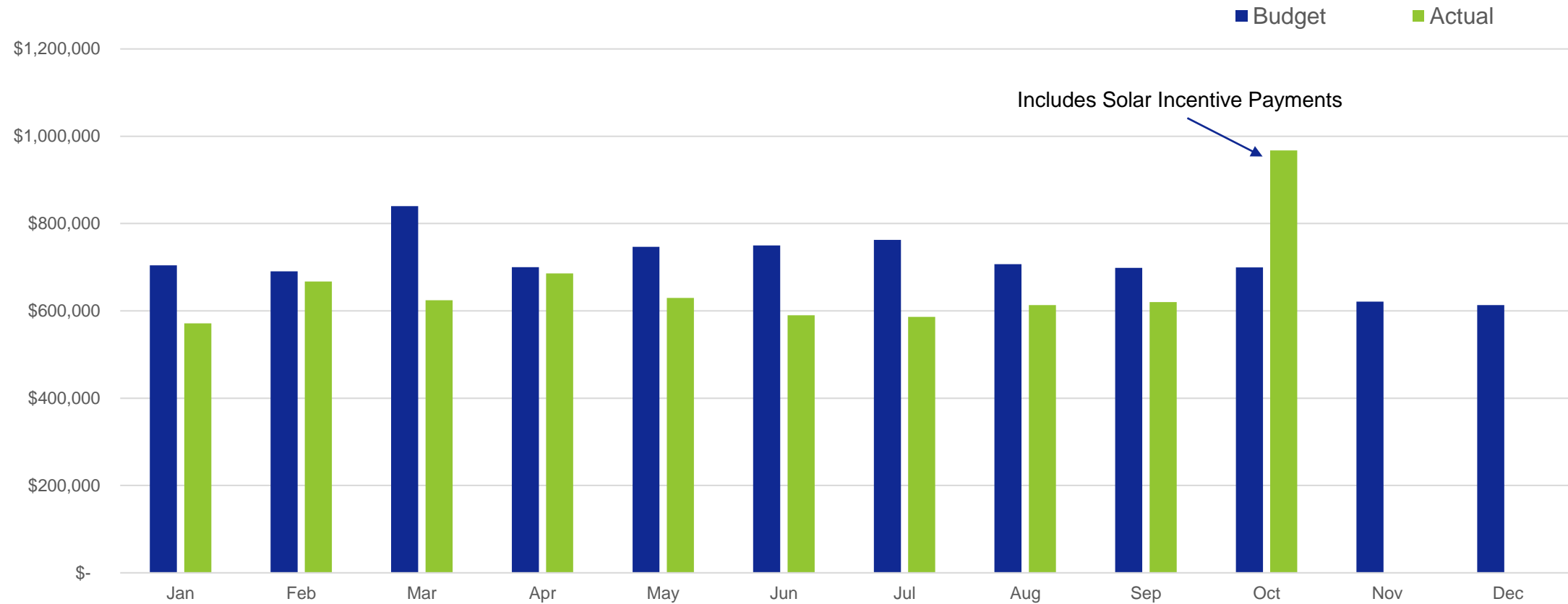
*\*Includes hedge settlements*

October 2024 Key Performance Indicators

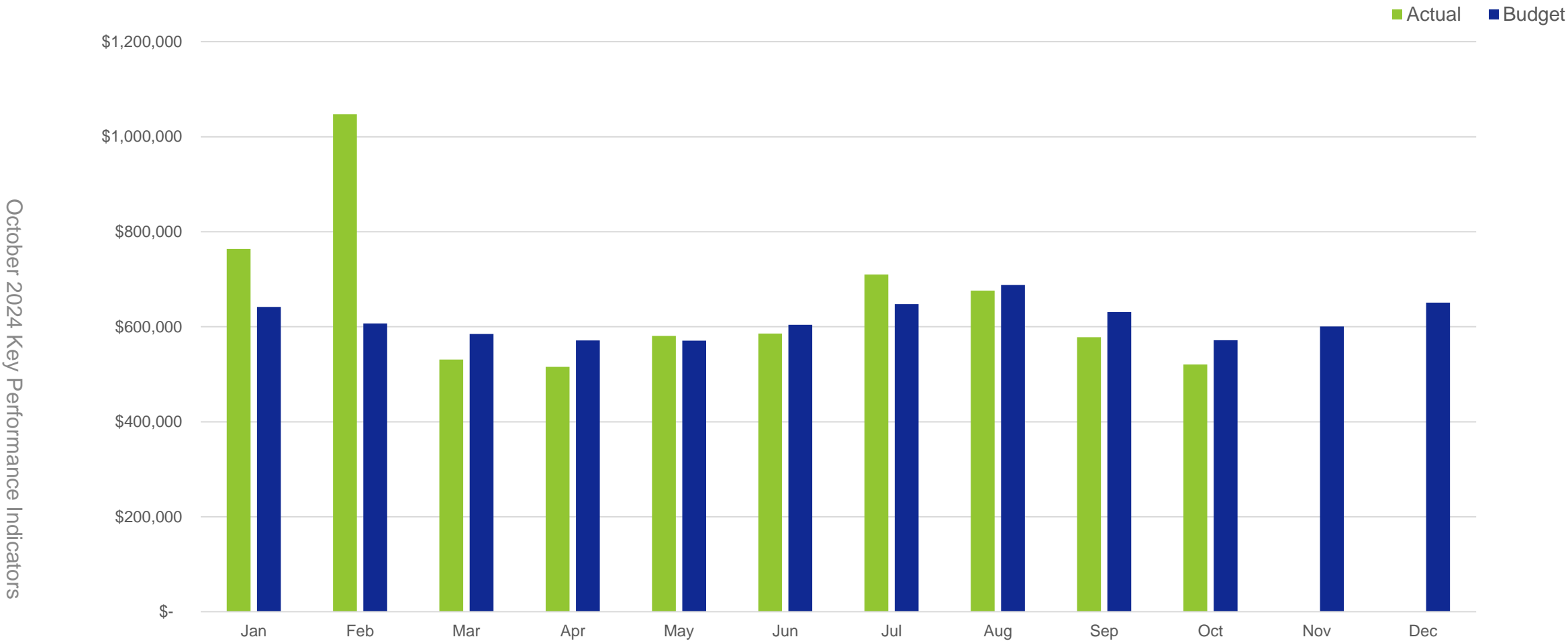


# OTHER RESOURCES: BUDGET VS. ACTUAL

October 2024 Key Performance Indicators



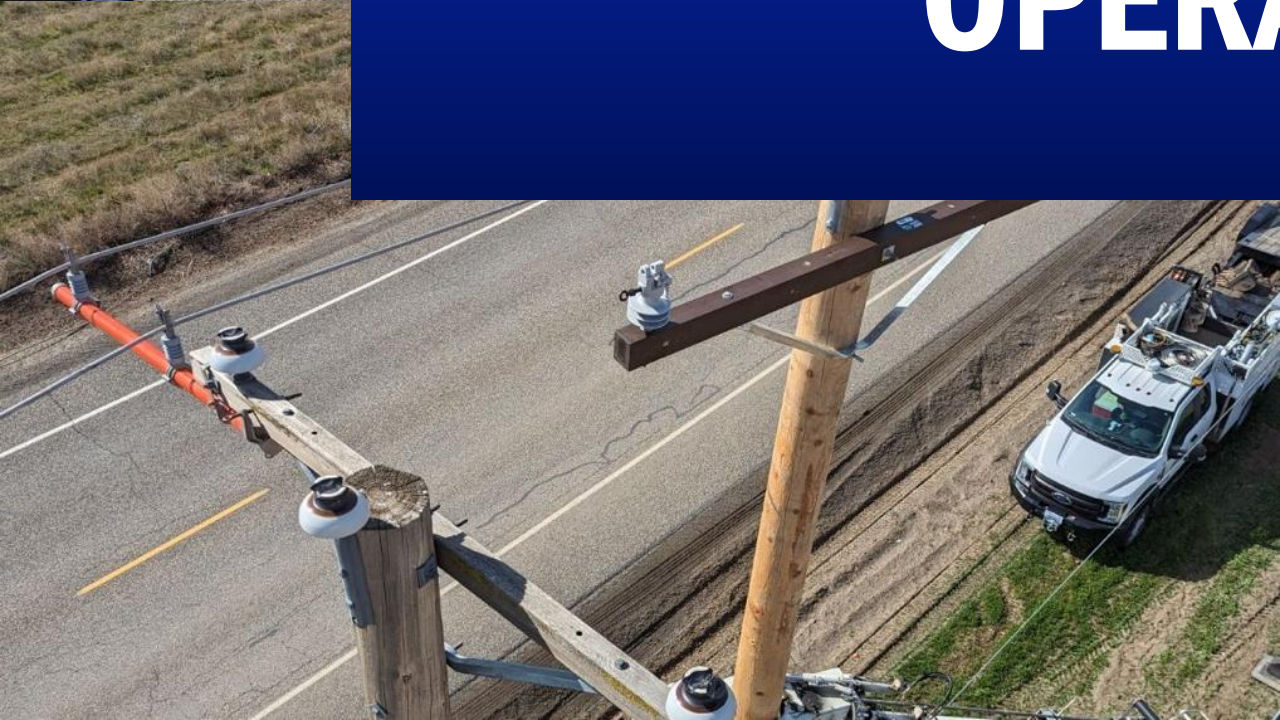
# TRANSMISSION & ANCILLARY: BUDGET VS. ACTUAL







# OPERATIONS



# OVERVIEW

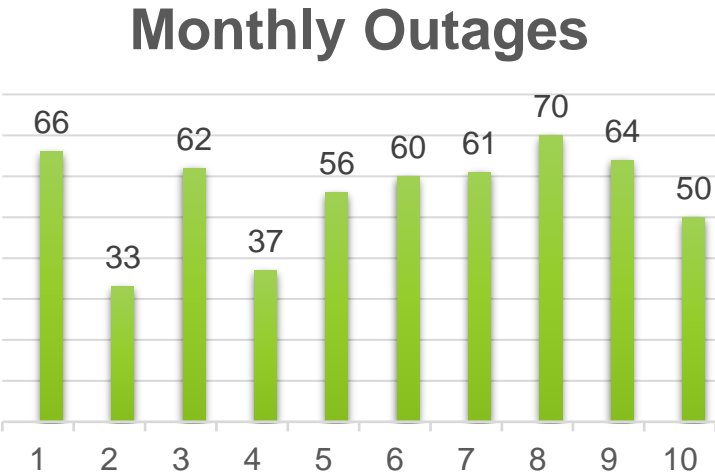
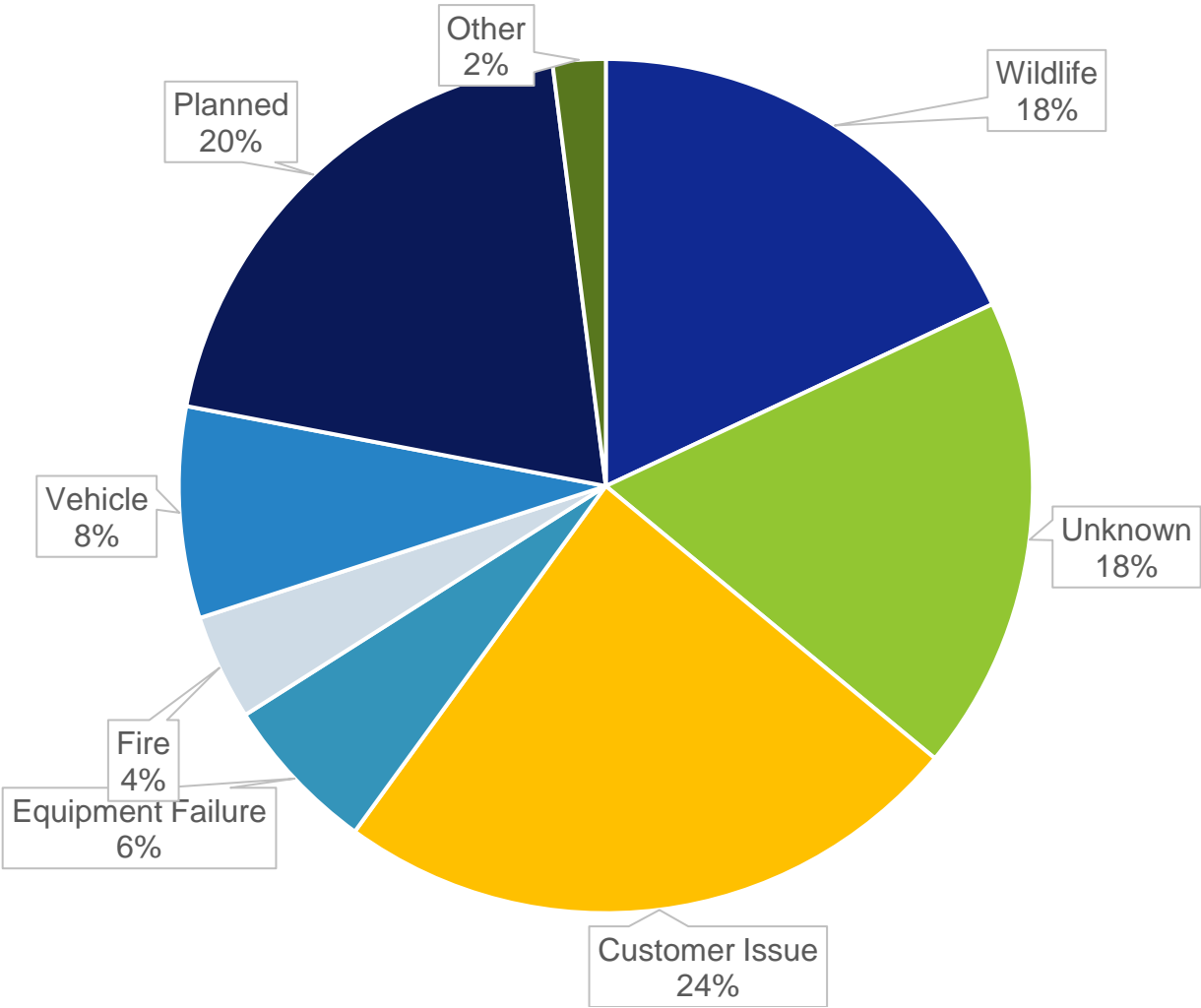
There were 50 outages that occurred in October.  
10 of the outages were planned. The longest unplanned outage occurred out of Cochrane Bay 1 Substation on Oct 29<sup>th</sup> and the cause was fire. It lasted 4 hours, 32 minutes and affected 23 customers.



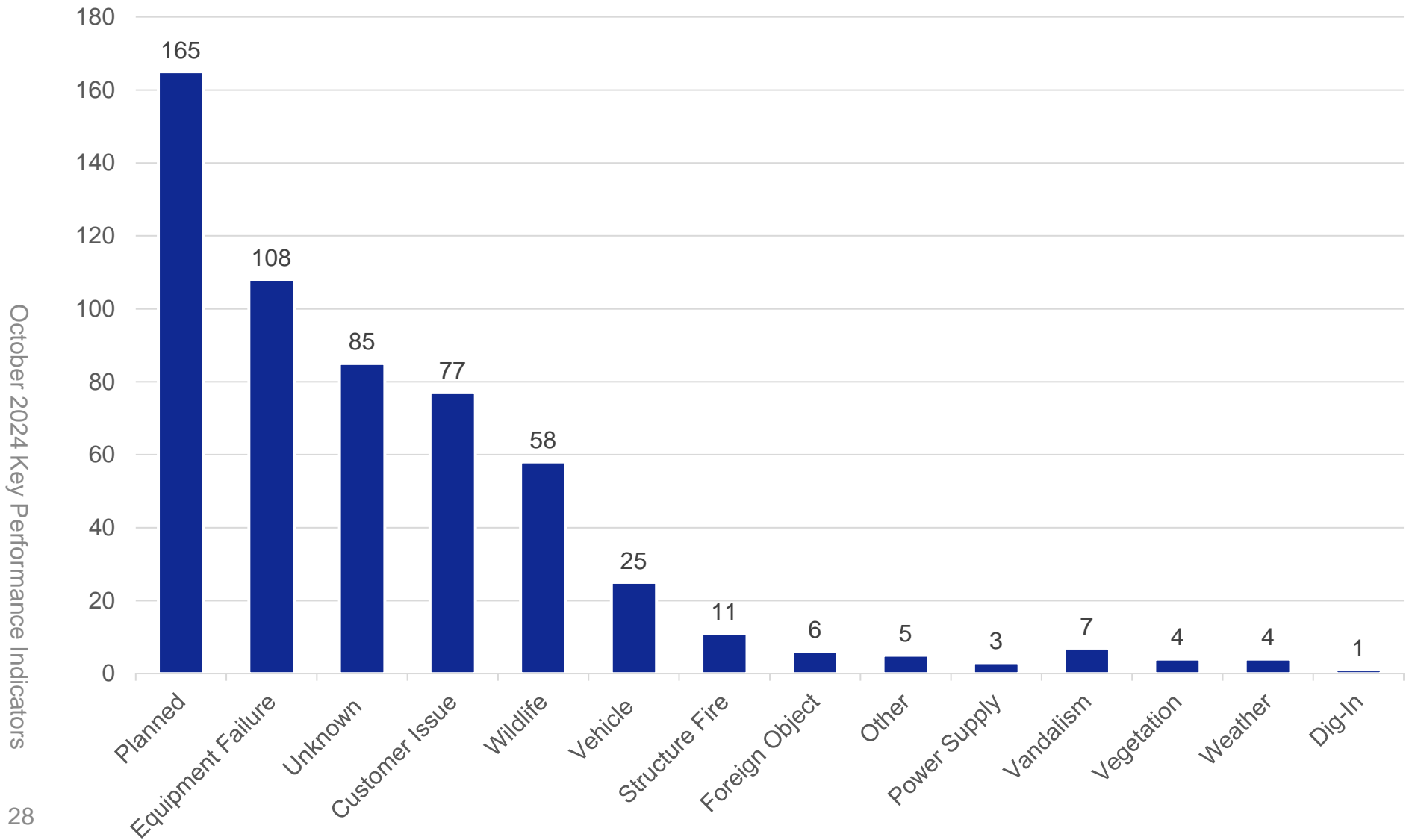
# OCTOBER OUTAGES

October 2024 Key Performance Indicators

Outage Causes	
Wildlife	9
Unknown	9
Customer Issue	12
Equipment Failure	3
Fire	2
Vehicle	4
Planned	10
Other	1



# OUTAGES YTD

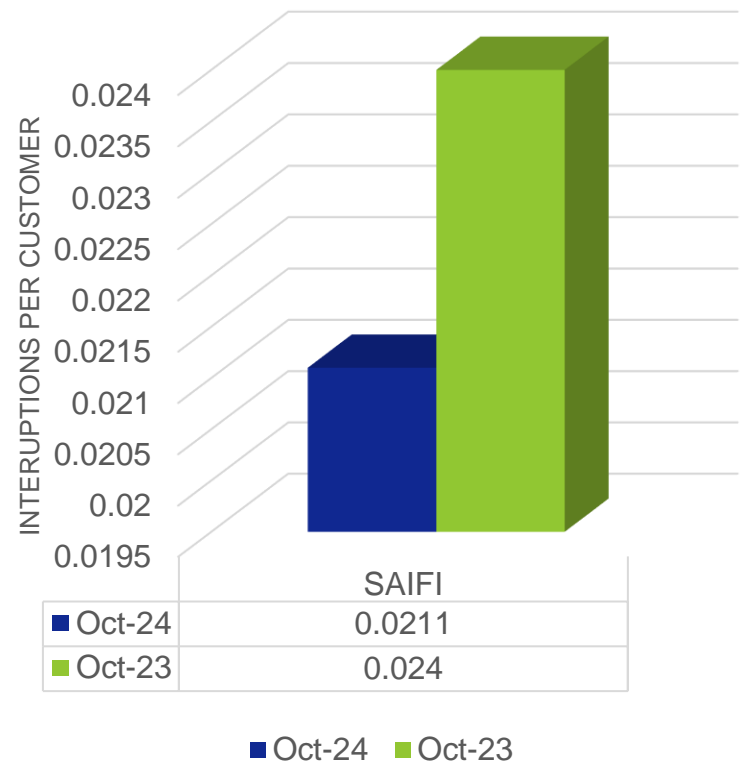


Total Outages YTD

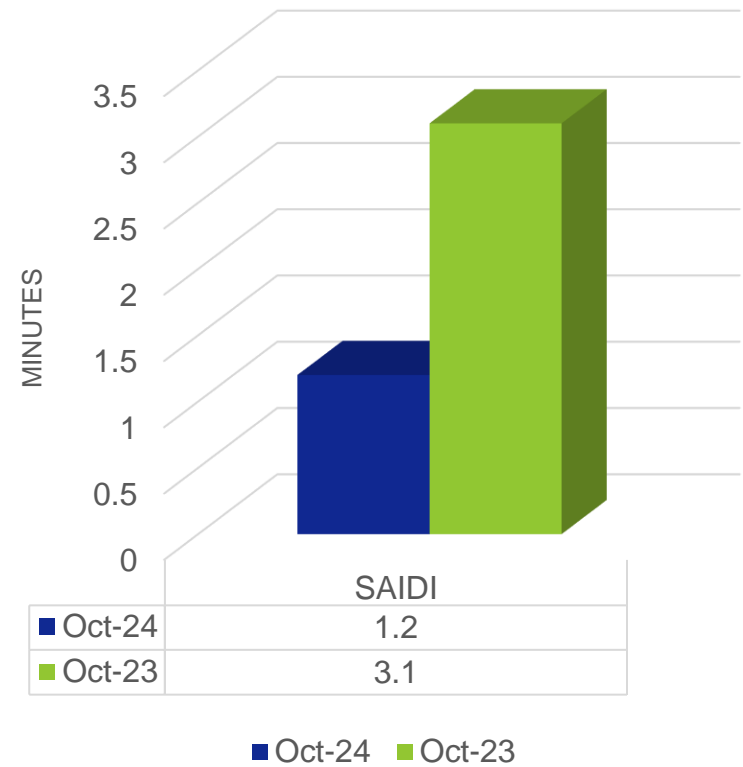


# OCTOBER RELIABILITY INDICES

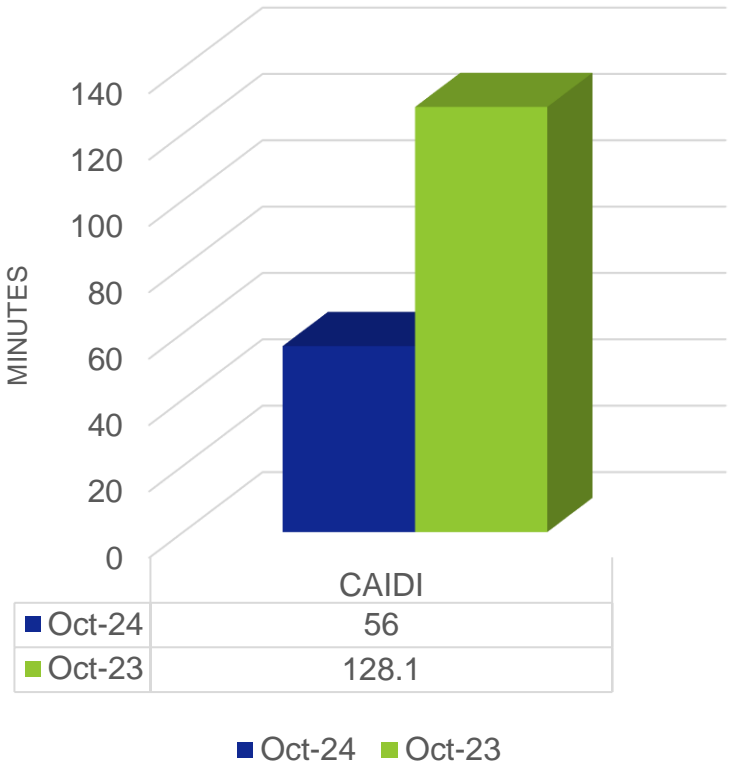
SAIFI



SAIDI



CAIDI



**SAIFI (System Average Interruption **Frequency** Index):**  
How often the average customer experiences an interruption

**SAIDI (System Average Interruption **Duration** Index):**  
The total time of interruption the average customer experiences

**CAIDI (**Customer** Average Interruption **Duration** Index):**  
The average time required to restore service

\*Only outages lasting longer than five minutes are included in the calculations



# ENGINEERING





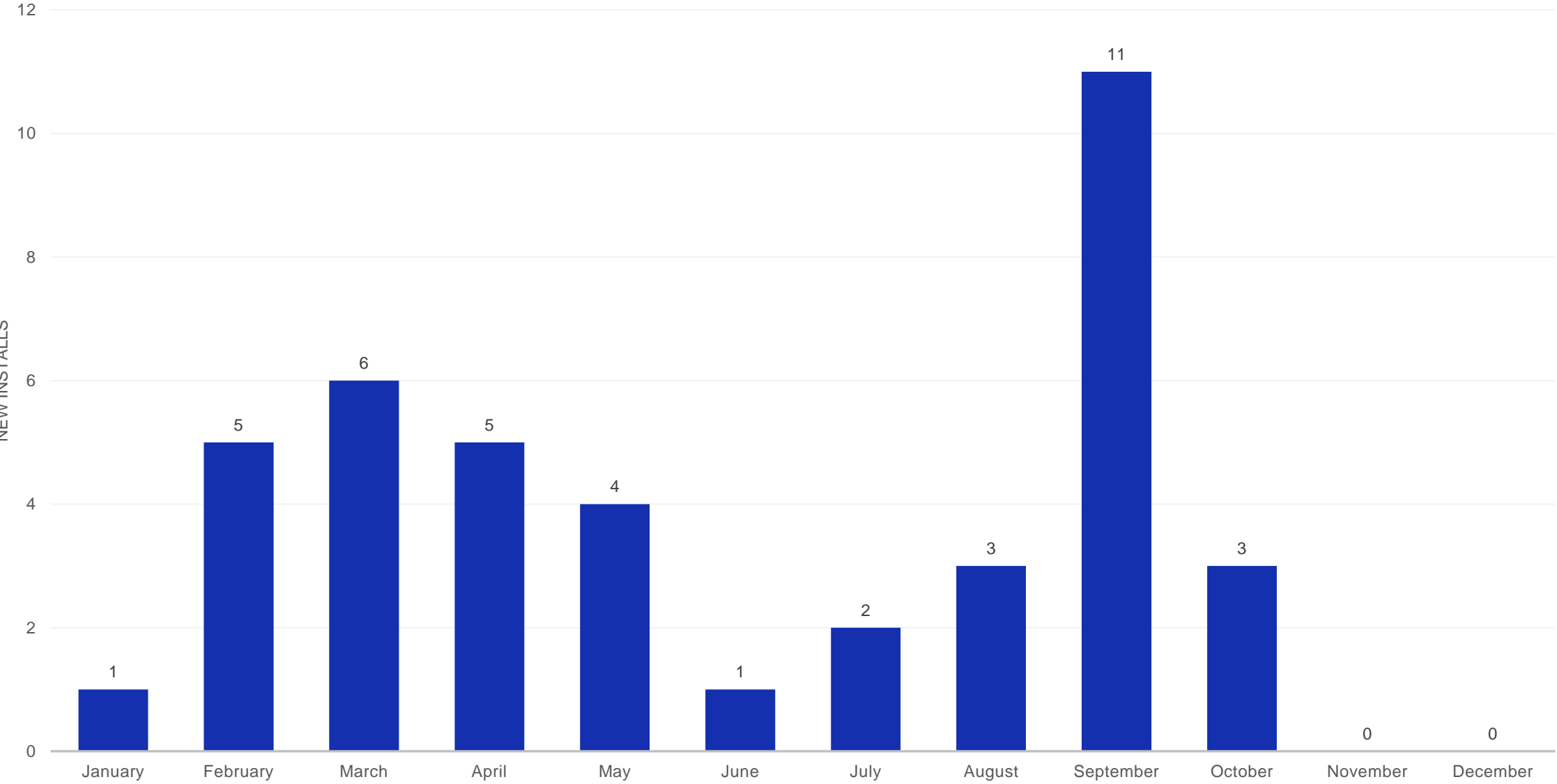
# OVERVIEW

There were a combined 3 new net metering (solar) interconnections added to the system in October. This brings the total capacity of net meter connections on the system up to 6,874 kWac. Total active net meter connections on the system are 856 with the average system size being 8.03 kWac.

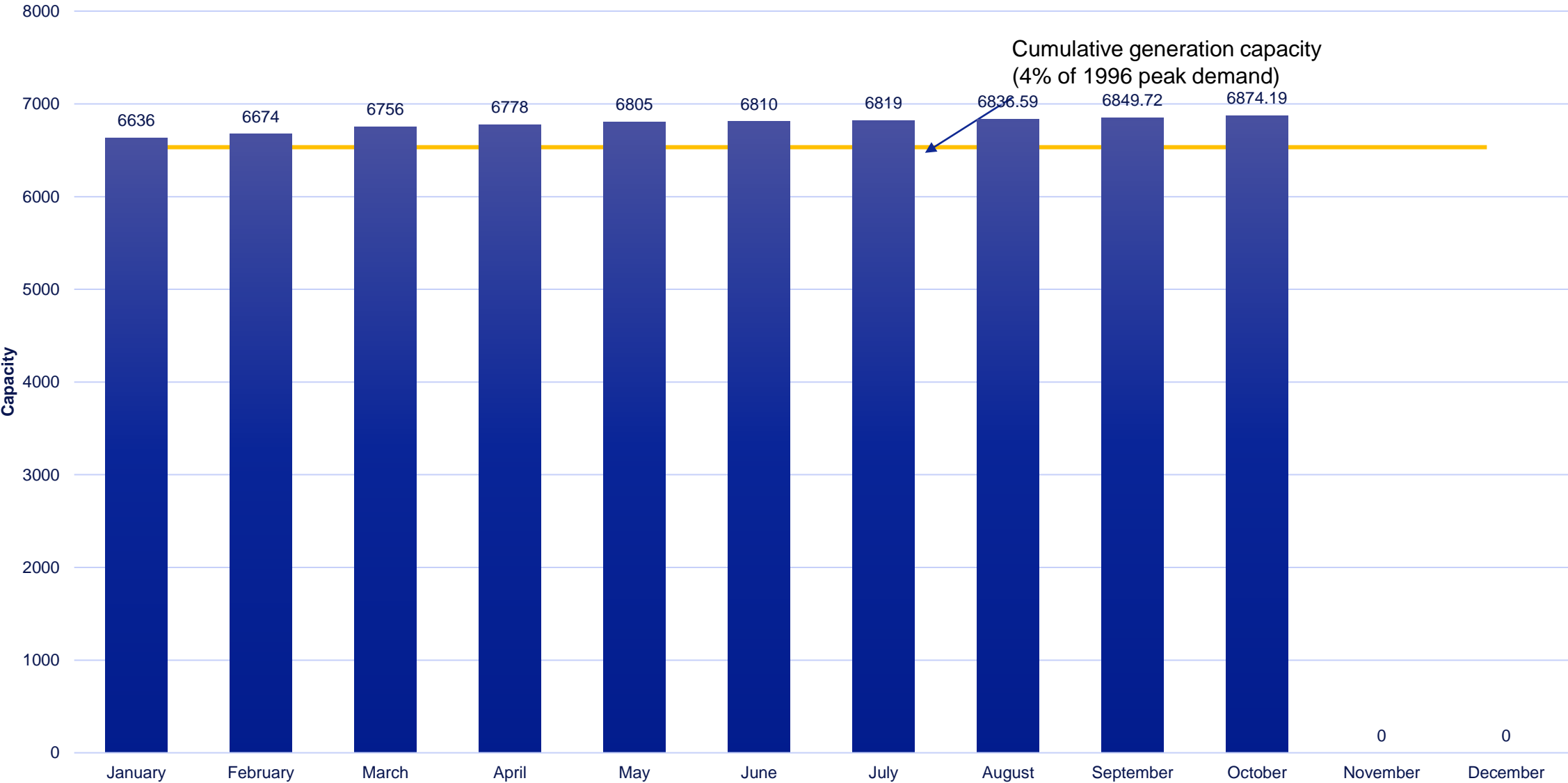
A total of 18 work orders were released to Operations in the month of October with a total material and labor cost estimate of \$1,026,570.36, which is an average of \$57,031.69 per job.

For new services during this time, there were 10 residential and 10 commercial services that came online.

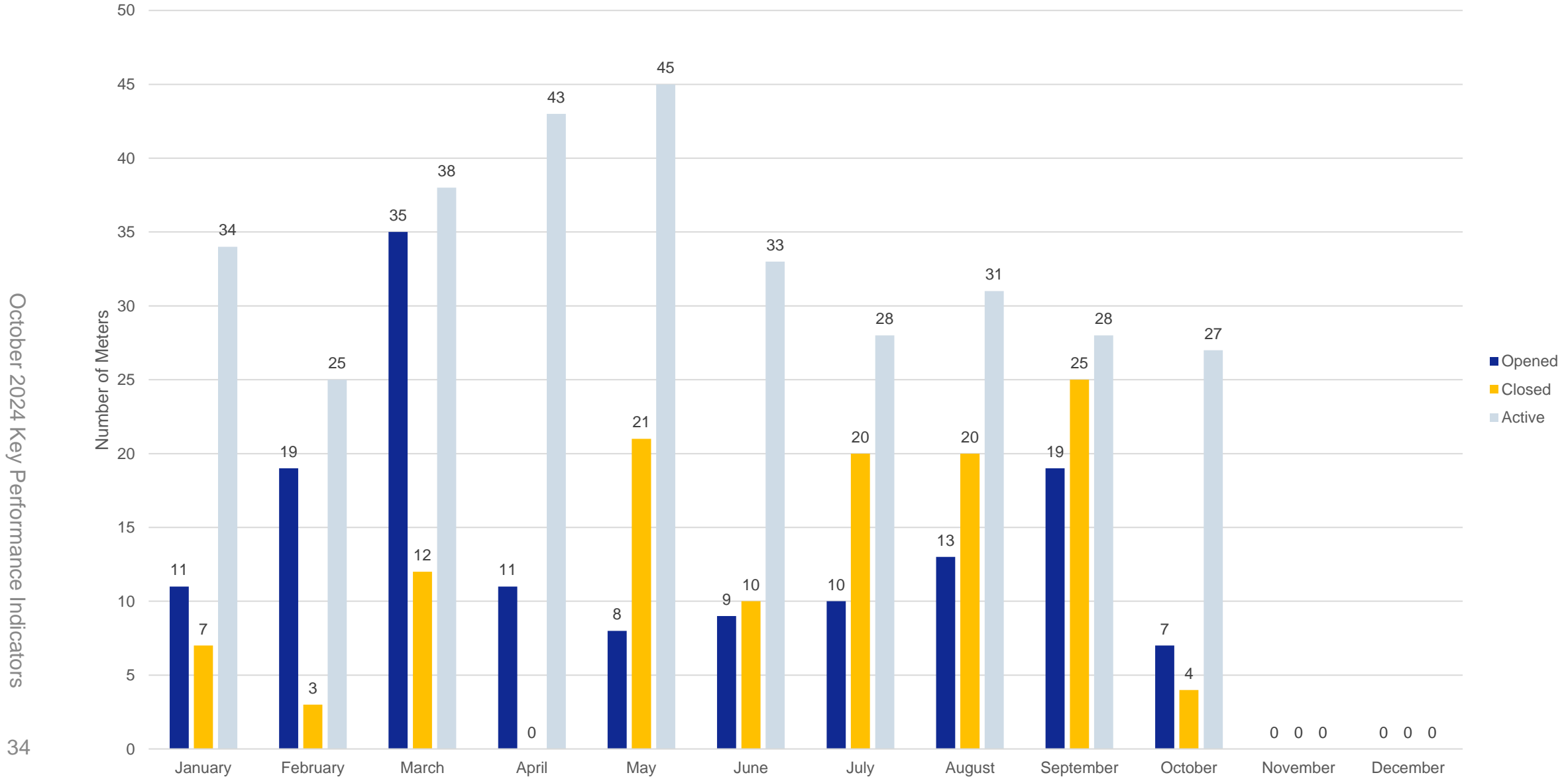
# NET METERING INSTALLATIONS



# NET METERING CAPACITY INSTALLED



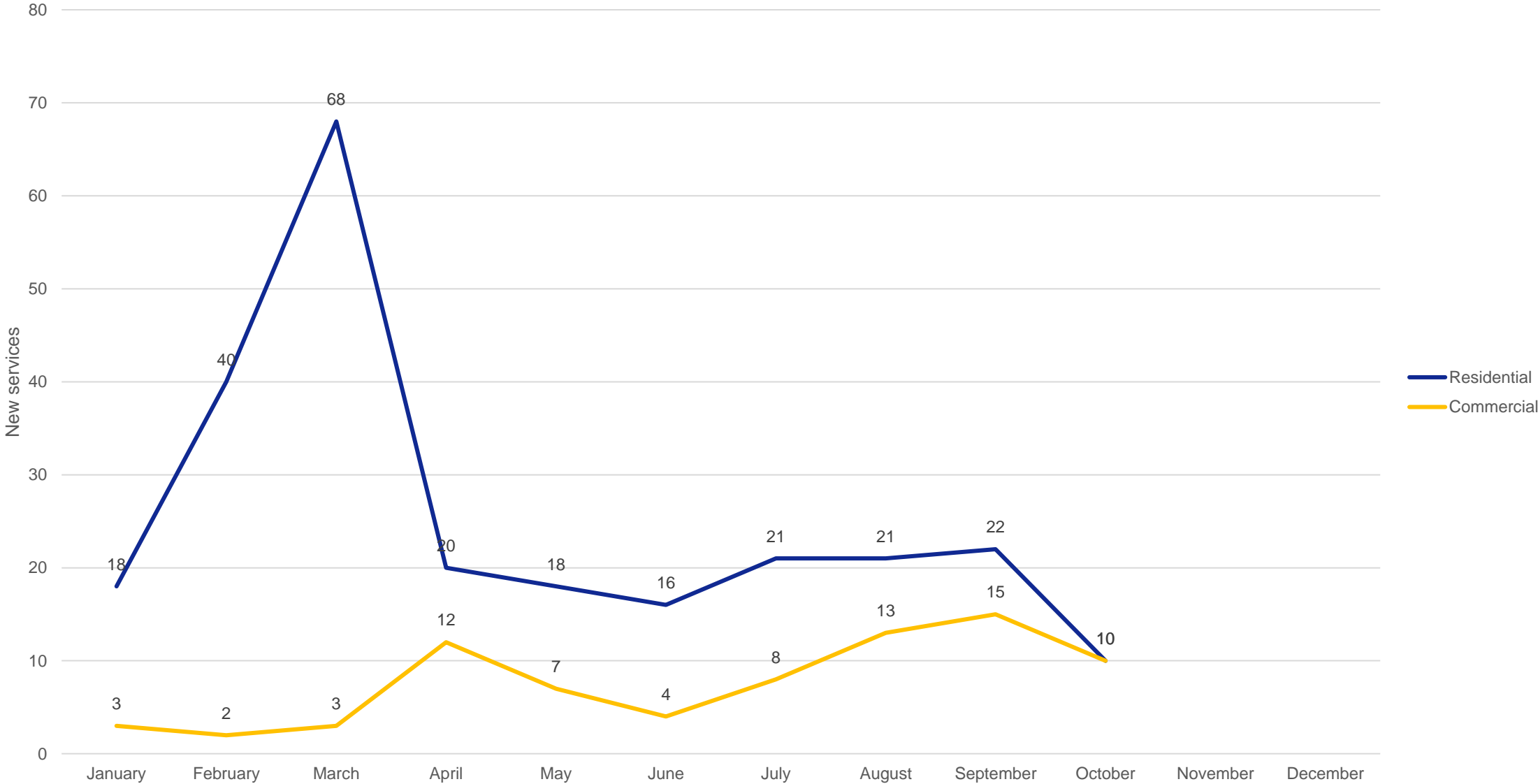
# TEMPORARY SERVICE





# NEW SERVICES

October 2024 Key Performance Indicators





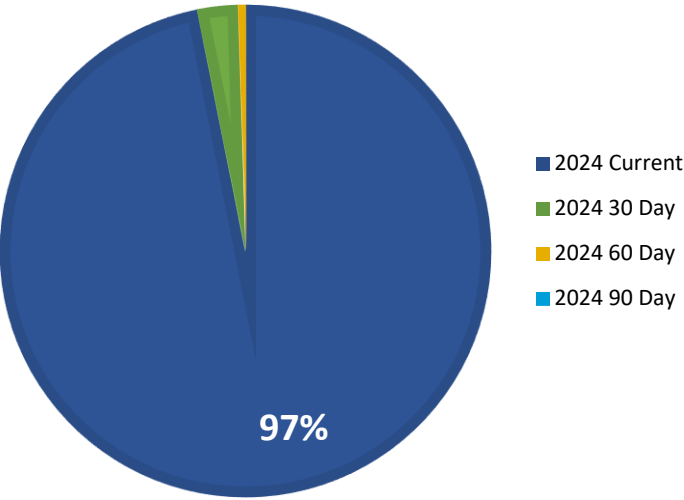
# CUSTOMER SERVICE



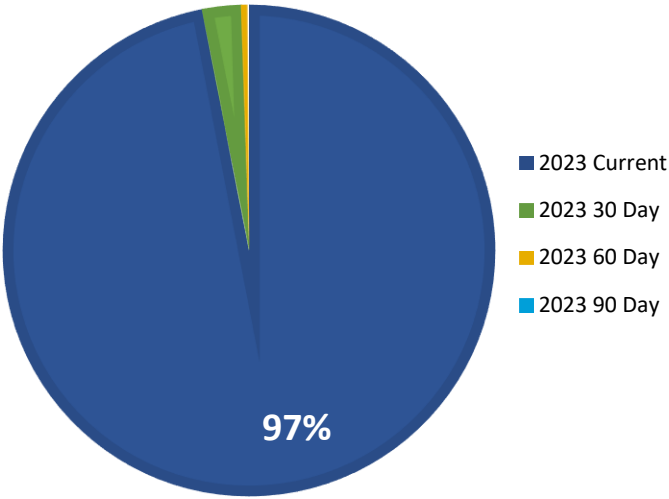
# CUSTOMER SERVICE

## AGING ACCOUNTS

OCTOBER 2024



OCTOBER 2023

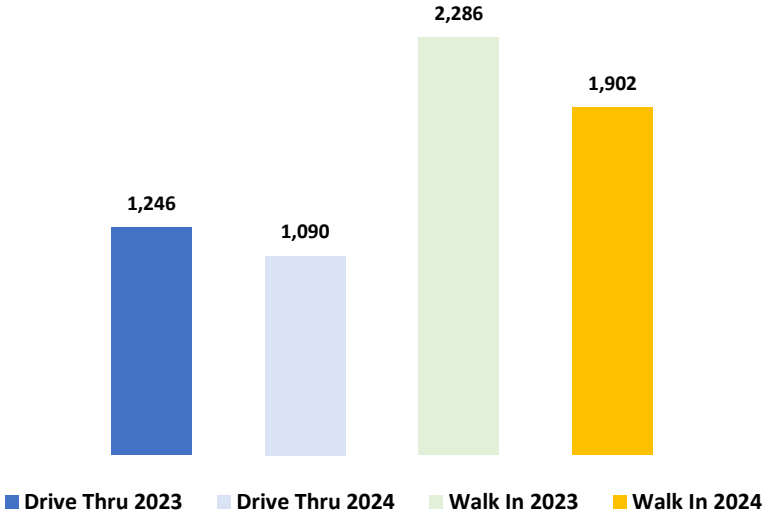


	Current	30-60	60-90	90+
2024	\$5,387,523	\$148,969	\$24,945	\$588
2023	\$5,217,238	\$137,265	\$20,257	\$5,599

## Move in/Move Out Service Orders Processed in October 2024



## October In Person Payments



October 2024 Key Performance Indicators



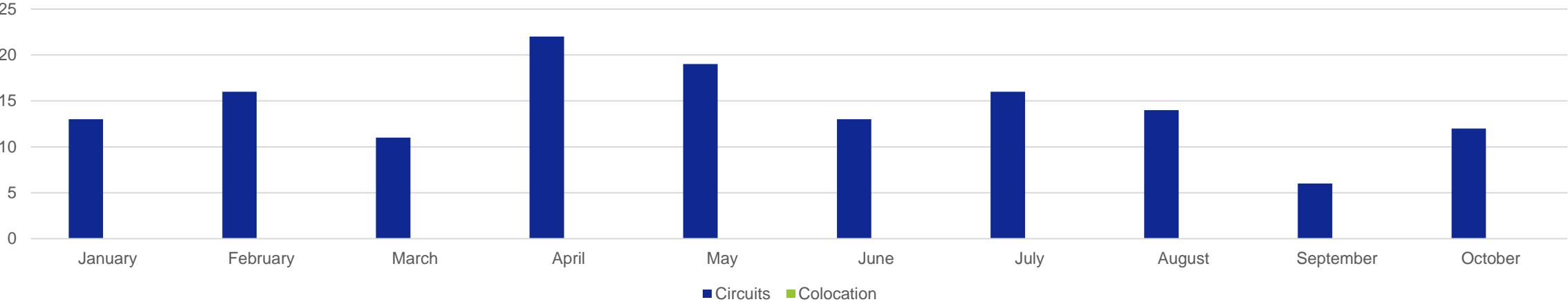


# BROADBAND

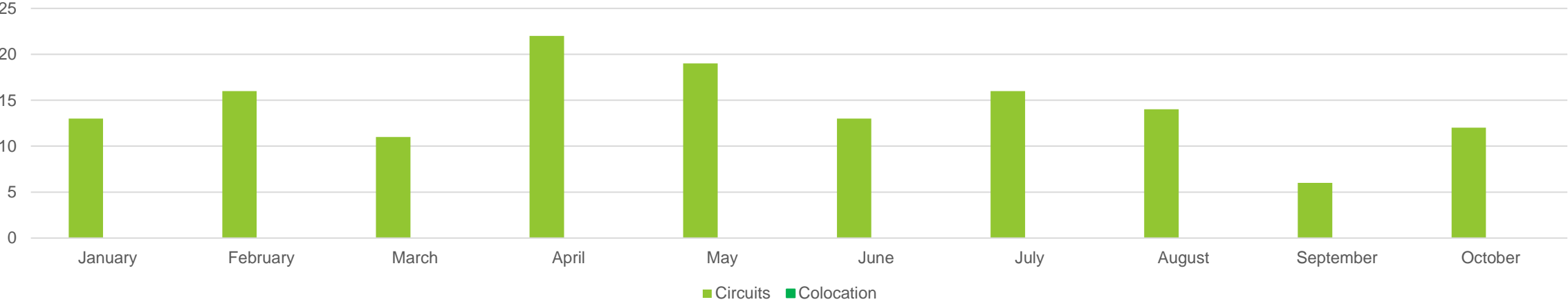


# Broadband

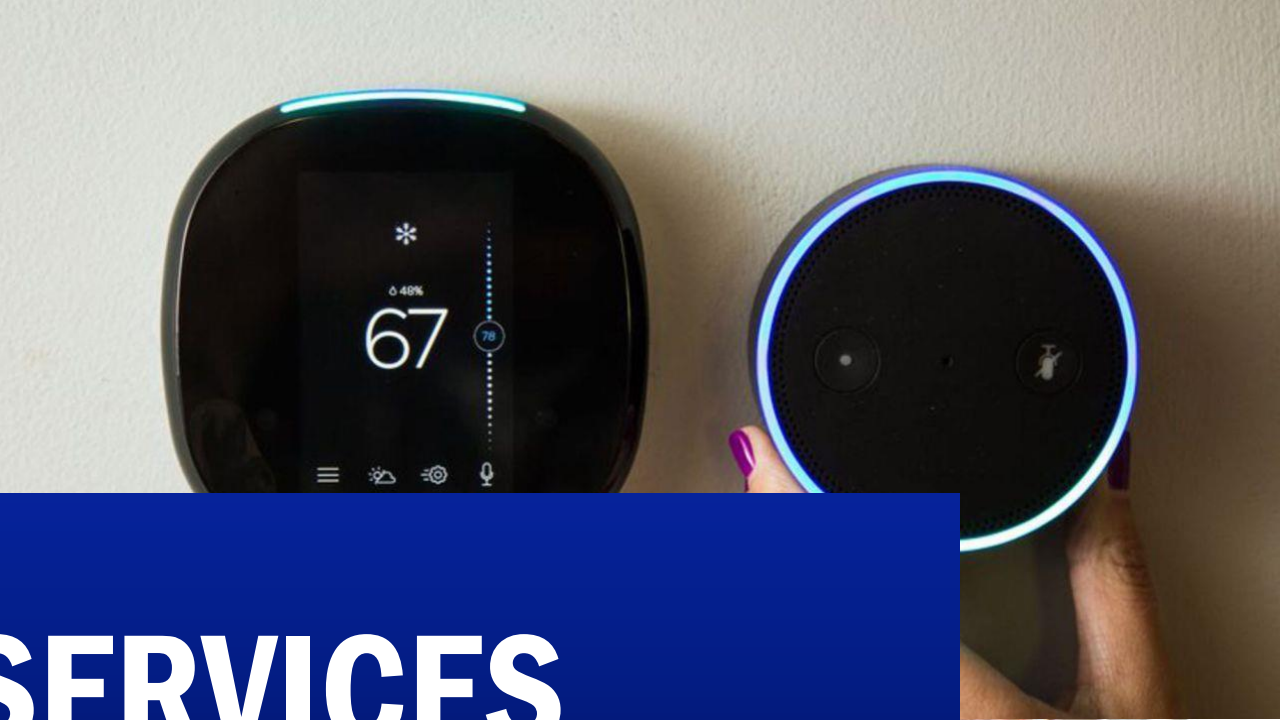
## Unplanned Outage Time



## New Services







# ENERGY SERVICES



# ENERGY SERVICES

## UTILITY FUNDED

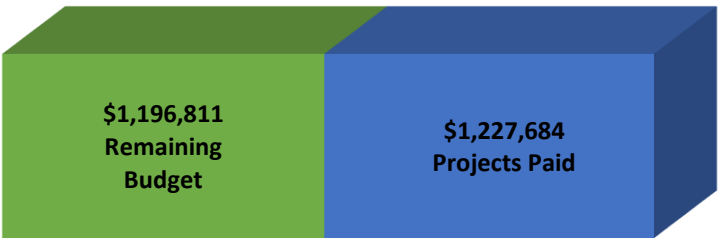
Self-Funding 2024 Total Budget \$300,000



Type	Qty	Total Paid YTD
Residential Low Income	37	\$177,280
Residential Non-Low Income	3	\$10,021
Thermostat/Appliance Rebates	53	\$3,725
Agriculture	2	\$22,465
Commercial	7	\$38,433
Industrial	3	\$37,346
SEM	0	\$0
Other	0	\$0

## BPA FUNDED

BPA FY24-FY25 Total Budget \$2,424,495

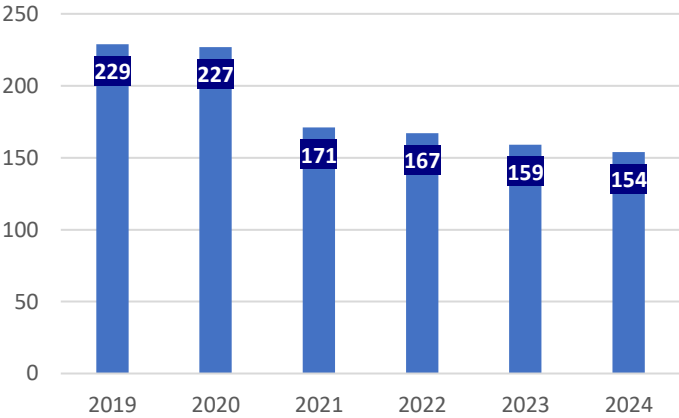


Type	Qty	Total Paid YTD
Residential Low Income	153	\$855,479
Residential Non-Low Income	1	\$528
Thermostat/Appliance Rebates	0	\$0
Agriculture	6	\$14,980
Commercial	18	\$103,077
Industrial	5	\$253,620
SEM	0	\$0
Other	0	\$0

Pre-Inspections/Final Inspections  
Completed in 2024



## Solar Incentive Participants







# METRICS & DASHBOARDS





# PUBLIC AFFAIRS

## Events We Participated In:

### Pasco City Hall Boo Bash



### 2024 Senior Expo

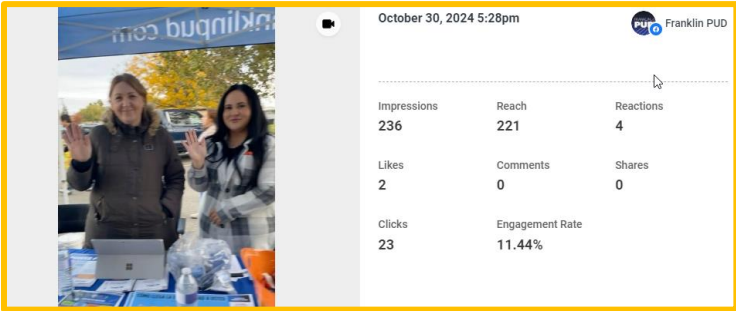


### Kingspoint Christian Church Safety Presentation

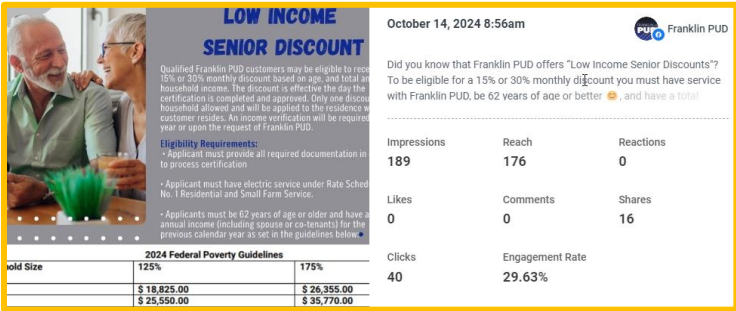


## Post That Made The Most Impact (October 2024)

Reach: 221  
Impressions: 236  
Post Clicks: 23  
Reactions: 4  
Engagement  
Rate: 11.44%



Reach: 176  
Impressions: 189  
Post Clicks: 40  
Reactions: 0  
Engagement  
Rate: 29.63%



October 2024 Key Performance Indicators

# PUBLIC AFFAIRS

## Social Media Performance Summary (Oct. 1 - Oct. 31)

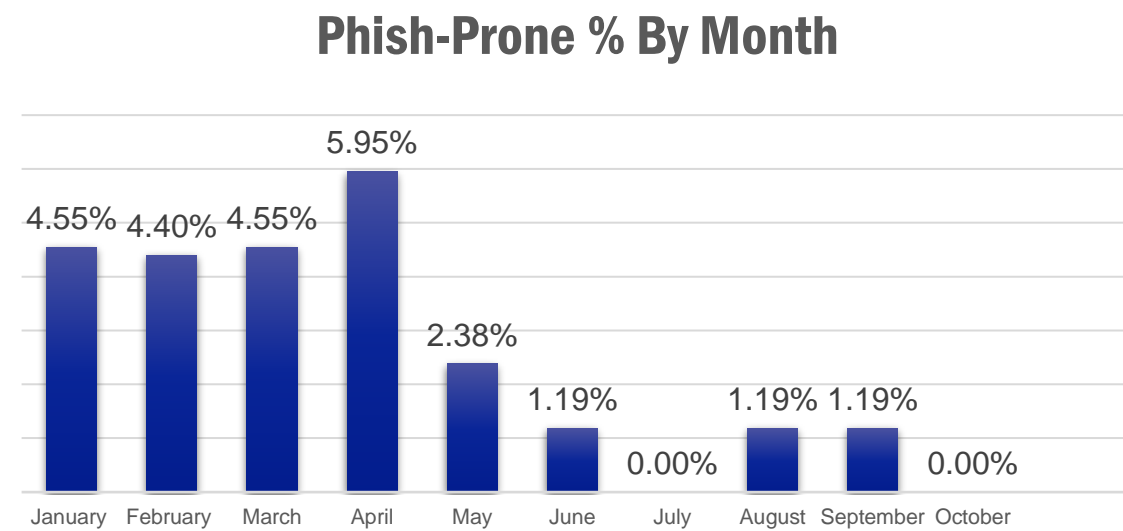
Category	Facebook	Instagram	Twitter
Views	45.4K	3.8K	1,279
Total Followers	2,686	483	1,177
New Followers	10	14	8
Profile Visits	1k	84	N/A
Reach	12.3k	929	1,260
Link Clicks	5	2	N/A
Engagement	2,991	152	8

Twitter Analytics			
Performance			
Tweets	Retweets	Impressions	Engagements
13 ↗ 1,200%	0	1,260 ↗ 2,700%	8 ↗ 800%
Replies	Clicks	Likes	New Followers
1 ↗ 100%	0	6 ↗ 600%	8 ↗ 60%

# CYBERSECURITY

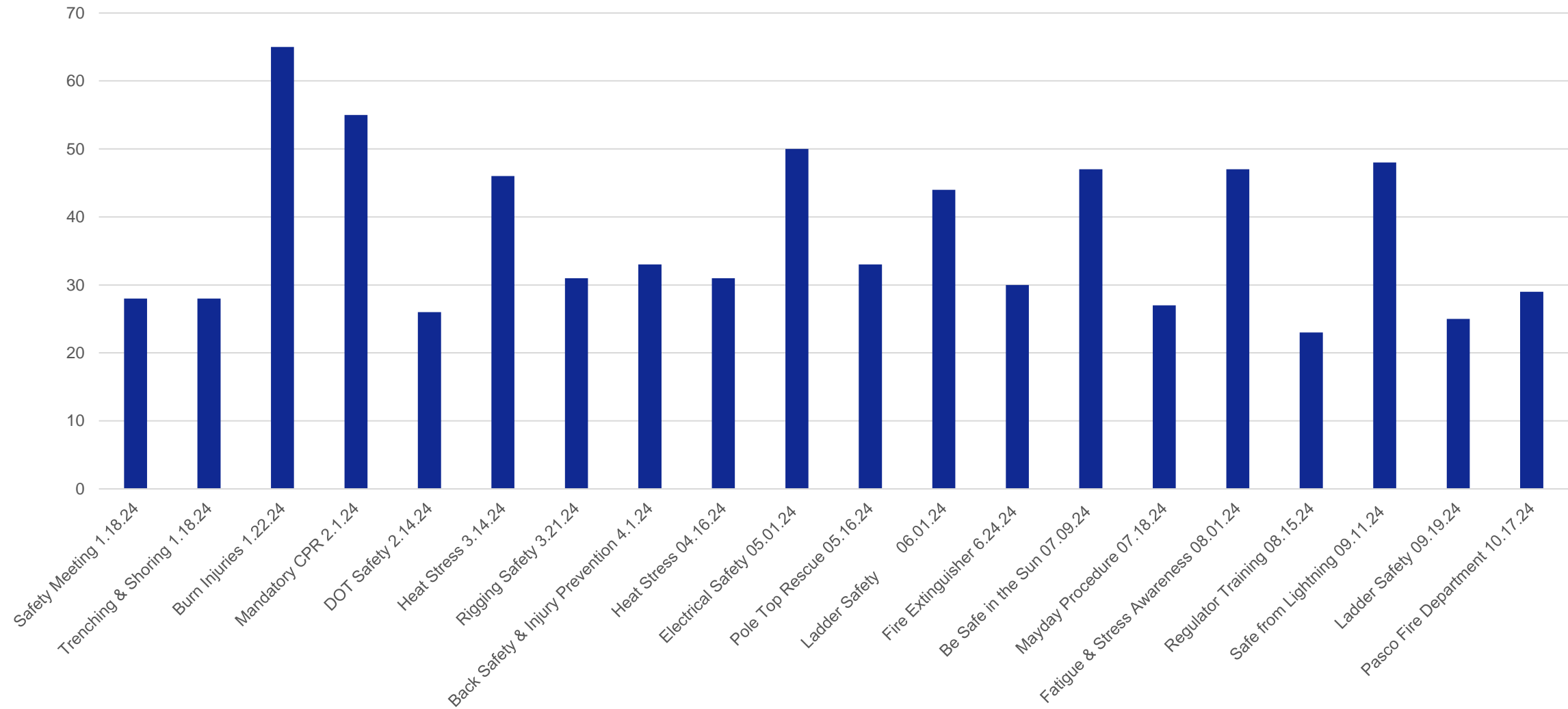
October Phishing Results	
Total Emails Sent	87
Number of users who clicked on links	0
Number of users who reported as “Phishing”	30
Phish-Prone %	0%

Previous Results		
October	Halloween House	0%
September	Web App	1.19%
August	Phishing Training	1.19%
July	HIPAA	0%
June	Teams Meeting	1.19%
May	Labor Day	2.38%
April	Job Description	5.95%
March	New Health Portal	4.55%
February	401K Statement Phish	4.4%
January	Payroll Statement Phish	4.55%



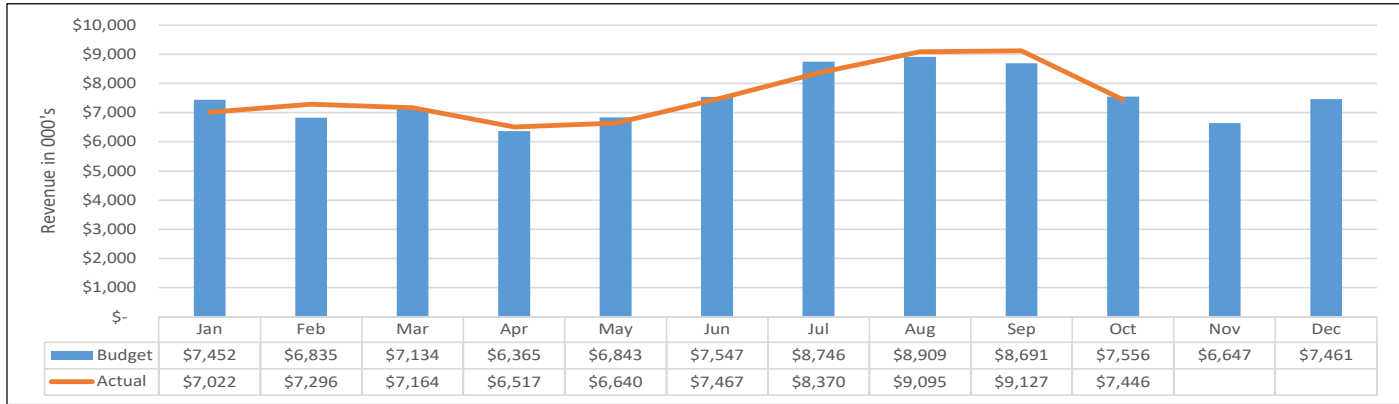
# SAFETY TRAINING

October 2024 Key Performance Indicators

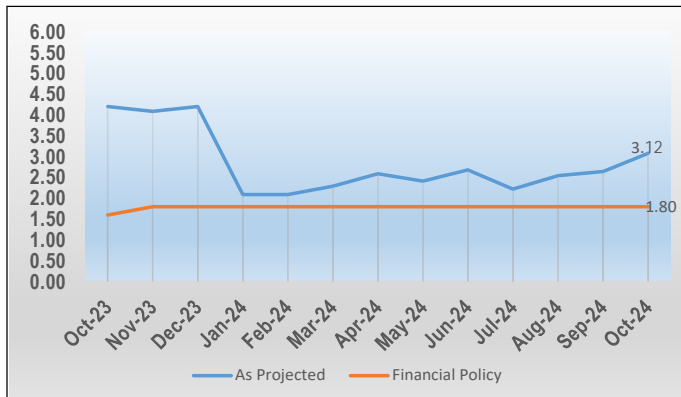


**Public Utility District No. 1 of Franklin County**  
**Monthly Financial Highlights**  
**For the Month Ended October 31, 2024**

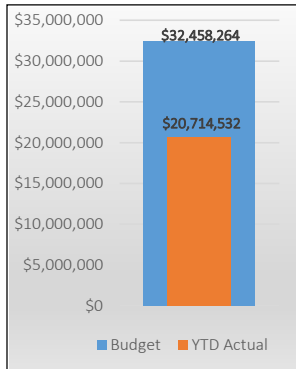
Retail Revenue by Month



Debt Service Coverage



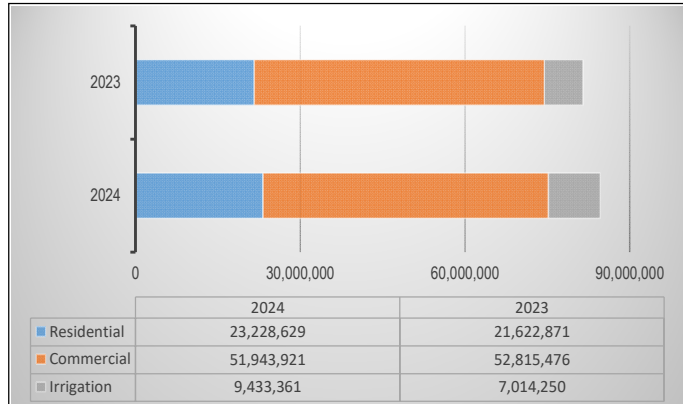
Capital Spending



Electric Customer Statistics

As of October 31:	2024	2023
Electric Residential Meters	28,903	28,675 <span>↑</span>
Electric Commercial Meters	3,839	3,822 <span>↑</span>
Electric Irrigation Meters	901	904 <span>↓</span>

Energy Uses - kWh



Labor & Benefits

	Budget	Actual	+/- 10%
Capital	\$142,492	\$144,406	<span>●</span>
Operating	1,133,079	1,050,713	<span>●</span>
Garage & Warehouse	78,698	66,700	<span>●</span>
Total	\$1,354,270	\$1,261,819	

Overtime

YTD October:	Budget*	Actual
Hours	5637	5126
Dollars	\$606,534	\$583,028

\*Budget is submitted for annual period, amount shown is prorated for months elapsed

Cash & Investment Balances

	End of Year Forecast		
	Prior Month	Current Month	
Unrestricted Revenue Fund	\$ 30,727,961	\$ 29,727,961	<span>↓</span>
Unrestricted Rate Stabilization	\$ 5,900,000	\$ 5,900,000	<span>●</span>
Restricted Bond Funds	\$ 2,031,821	\$ 2,031,821	<span>●</span>
Restricted Construction Funds	\$ 20,000,000	\$ 22,807,714	<span>↑</span>
Restricted Debt Service Reserve	\$ 2,098,434	\$ 2,098,434	<span>●</span>
Restricted Deposit Fund	\$ 1,417,793	\$ 1,417,793	<span>●</span>
Restricted Other	\$ 10,000	\$ 10,000	<span>●</span>

**Public Utility District No. 1 of Franklin County**  
**Budget Status Report**  
**For the Month Ended October 31, 2024**

	Budget	Actual	Variance	FY Forecast	FY Budget	Variance
1 Operating Revenues						
2 Retail Energy Sales	\$7,556,241	\$7,445,530	(\$110,711)	\$90,250,396	\$90,184,916	\$65,480
3 Broadband Sales	\$205,104	\$220,171	15,067	2,626,596	2,403,248	223,348
4 Transmission Sales	\$0	\$20,917	20,917	171,756	0	171,756
5 Secondary Market Sales	\$872,097	\$2,894,633	2,022,536	19,985,788	30,661,278	(10,675,490)
6 Other Operating Revenue	27,475	31,976	4,501	651,596	469,700	181,896
7 Total Operating Revenues	\$8,660,918	\$10,613,227	\$1,952,309	\$113,686,131	\$123,719,142	(10,033,011)
8						
9 Operating Expenses						
10 Power Supply	5,963,241	5,975,573	12,332	84,029,554	95,864,748	(11,835,195)
11 System Operations & Maintenance	701,156	543,292	(157,864)	7,354,375	8,491,826	(1,137,451)
12 Broadband Operations & Maintenance	79,250	100,529	21,279	1,135,828	995,434	140,394
13 Customer Accounts Expense	161,227	156,953	(4,273)	1,866,335	1,905,280	(38,945)
14 Administrative & General Expense	619,971	520,635	(99,336)	6,442,649	7,568,307	(1,125,657)
15 Taxes	423,469	184,194	(239,275)	5,403,701	5,376,125	27,576
16 Total Operating Expenses	7,948,314	7,481,177	(467,137)	106,232,443	120,201,720	(13,969,278)
17						
18 Operating Income (Loss)	\$712,604	\$3,132,050	\$2,419,446	\$7,453,689	\$3,517,422	\$3,936,267
19						
20 Non Operating Revenue (Expense)						
21 Interest Income	110,553	86,606	(23,947)	2,764,363	1,640,012	1,124,351
22 Interest Expense	(150,885)	(214,249)	(63,365)	(2,890,674)	(1,845,812)	(1,044,862)
23 Federal & State Grant Revenue	249,999	0	(249,999)	2,045,316	3,000,000	(954,684)
24 Federal & State Grant Expense	0	0	0	(1,185,372)	0	(1,185,372)
25 Other Non Operating Revenue (Expense)	833	3,212	2,378	86,755	10,000	76,755
26 Total Non Operating Revenue (Expense)	210,501	(124,431)	(334,932)	820,389	2,804,200	(1,983,810)
27						
28 Capital Contributions	200,000	936,143	736,143	5,120,521	4,875,000	245,521
29						
30 Change in Net Position	\$1,123,105	\$3,943,762	\$2,820,657	\$13,394,599	\$11,196,622	\$2,197,977
Debt Service Payment (Annual)				\$ 5,226,586	\$ 4,866,663	
Change in Net Position				13,394,599	11,196,622	
Interest Expense				2,890,674	1,845,812	
Net Revenue Available for Debt Service				\$ 16,285,273	\$ 13,042,434	
Debt Service Coverage (DSC)				3.12	2.68	



Public Utility District No. 1 of Franklin County  
2024 Capital Budget by Project  
Percent of Year Elapsed: 83%

Category	Project Description	Year to Date October 2024	2024 Budget	\$ Remaining in Budget	% Spent
Broadband					
1.24	BROADBAND SYSTEM IMPROVEMENTS & EXPANSION	\$ 385,260	\$ 696,000	\$ 310,740	55.35%
2.24	BROADBAND CUSTOMER CONNECTS	661,028	570,924	(90,104)	115.78%
142.24	RAILROAD AVE COLLO FACILTY	76,561	50,000	(26,561)	153.12%
197.24	SMALL CELLULAR SITES	-	285,000	285,000	0.00%
188.24	NEW HVAC SERVER ROOM	-	25,000	25,000	0.00%
189.24	NEW HVAC COLO 1	-	25,000	25,000	0.00%
198.24	WSBO CONNELL - BASIN CITY PROJECT*	323,025	3,000,000	2,676,975	10.77%
BBPD.24	BROADBAND PROPERTY DAMAGE	42,346	-	(42,346)	100.00%
Total for Broadband		1,488,220	4,651,924	3,163,704	31.99%
* AMOUNTS FUNDED BY FEDERAL GRANT PROGRAM					
Building					
92.24	RTU 8 REPLACEMENT- CARRYOVER	-	155,000	155,000	0.00%
199.24	AC UNITS FOR OPERATIONS (2)	-	55,000	55,000	0.00%
200.24	SECURE DOORS AT OPERATIONS	-	10,000	10,000	0.00%
201.24	SECURITY SYSTEM UPDATE	-	50,000	50,000	0.00%
202.24	ASPHALT WORK AT OPERATIONS & W. CLARK ST	-	75,000	75,000	0.00%
203.24	1411 W. CLARK POWER REMODEL	72,220	750,000	677,780	9.63%
204.24	ADA COMPLIANCE/ SAFETY ENHANCEMENT	40,321	147,000	106,679	27.43%
212.24	RTU 1 REPLACEMENT	24,290	-	(24,290)	100.00%
215.24	CURBING AT MAIN OFFICE	32,596	-	(32,596)	100.00%
Total for Building		169,427	1,242,000	1,072,573	13.64%
Information Handling					
205.24	TELECOM USAGE IN SERVICE	37,571	43,560	5,990	86.25%
206.24	ELECTRONIC CODING SYSTEM WAREHOUSE	-	21,780	21,780	0.00%
213.24	FIBER MANAGEMENT SOFTWARE	18,513	-	(18,513)	100.00%
Total for Information Handling		56,084	65,340	9,257	85.83%
System Construction - New Customers					
63.24	PURCHASE OF REGULAR METERS	2,121	-	(2,121)	100.00%
121.24	PURCHASE OF METERS	367,175	300,000	(67,175)	122.39%
64.24	CUSTOMER ADDS TO THE DISTRIBUTION SYSTEM	3,556,673	2,700,000	(856,673)	131.73%
65.24	PURCHASE OF TRANSFORMERS	1,818,462	2,800,000	981,538	64.95%
157.24	SUBSTATION TRANSFORMER- CARRYOVER	-	1,300,000	1,300,000	0.00%
106.24	ACQUIRE FUTURE SUBSTATION SITES- CARRYOVER	-	500,000	500,000	0.00%
Total for System Construction- New Customers		5,744,431	7,600,000	1,855,569	75.58%
System Construction - Reliability & Overloads					
TRANSMISSION PROJECTS					
177.24	RAILROAD AVE SUB (REIMANN INDUSTRIAL) TRANSMISSION	951,692	780,000	(171,692)	122.01%
207.24	COMPLETE BPA B-F #1 TAP TO RAILROAD AVE	-	1,075,000	1,075,000	0.00%
SUBSTATION PROJECTS					
178.24	RAILROAD AVE SUB (REIMANN INDUSTRIAL) SUBSTATION	8,239,886	10,156,000	1,916,114	81.13%
70.24	SCADA UPGRADES- SUBSTATIONS	-	60,000	60,000	0.00%
148.24	VOLTAGE REGULATORS UPGRADES	-	400,000	400,000	0.00%
73.24	REPLACE OBSOLETE BREAKER RELAYS	49,892	300,000	250,108	16.63%
208.24	FOSTER WELLS/EAST OF HWY 395	-	600,000	600,000	0.00%
DISTRIBUTION PROJECTS					
179.24	RAILROAD AVE SUB (REIMANN INDUSTRIAL) DISTRIBUTION	2,233,658	1,798,000	(435,658)	124.23%
67.24	UNDERGROUND CABLE REPLACEMENTS	30,103	600,000	569,897	5.02%
209.24	DISTRIBUTION CIRCUIT RECONDUCTORS- NP, BM, AND KC FEEDERS	-	700,000	700,000	0.00%
72.24	MISCELLANEOUS SYSTEM IMPROVEMENTS	1,266,677	1,000,000	(266,677)	126.67%
103.24	CONVERT OH/UG- CITY OF PASCO	90,321	675,000	584,679	13.38%
CHP.24	CAR HIT POLES	194,404	90,000	(104,404)	216.00%
Total for System Construction- Reliability & Overloads		13,056,633	18,234,000	5,177,367	71.61%
Tools					
216.24	DOBLE TEST KIT	5,881	-	(5,881)	100.00%
Total for Tools		5,881	-	(5,881)	100.00%
Vehicles					
210.24	FOREMAN TRUCK (1)	-	185,000	185,000	0.00%
211.24	LINE TRUCK	-	480,000	480,000	0.00%
170.24	BUCKET TRUCK- CARRYOVER	241	-	(241)	100.00%
184.24	DIGGER DERRICK	74,200	-	(74,200)	100.00%
196.24	VERSALIFT BUCKET TRUCK	2,335	-	(2,335)	100.00%
214.24	AED PURCHASE FOR VEHICLES	15,923	-	(15,923)	100.00%
186.24	MINI EXCAVATOR	101,157	-	(101,157)	100.00%
Total for Vehicles		193,856	665,000	471,144	29.15%
Grand Total		\$ 20,714,532	\$ 32,458,264	\$ 11,743,733	63.82%