

CUSTOMER SERVICE POLICIES

CUSTOMER SERVICE POLICIES - RESOLUTION 2647
Effective October 10, 2023

CUSTOMER SERVICE POLICIES

PURPOSE: In accordance with the District's objective of providing the best possible service at the lowest possible cost consistent with sound business principles, it is the intent and purpose of the Customer Service Policies to ensure that all customers of the District receive uniform and equitable consideration.

SCOPE: These Customer Service Policies are a part of all oral or written contracts for delivery of electric energy. They are equally binding on the District and its customers. Copies of these Customer Service Policies shall be available in the offices of the District and on the District's website.

REVISION: These Customer Service Policies may be revised, amended or otherwise changed at any time by the District's Board of Commissioners.

CONFLICT: In case of conflict among provisions of the rate schedules and these Customer Service Policies, the provisions of the rate schedule shall apply.

APPLICATION FOR SERVICE, STOP SERVICE OR TRANSFER SERVICE

GENERAL APPLICATION FOR NEW SERVICE: An application for new electric service or changes to existing services may be oral or written at the discretion of the District. Each prospective customer requesting a new account or changes to an existing account for electric service shall furnish the District, upon request, any pertinent information relating to name, proof of identity, service address, mailing address, lease or ownership agreements, credit information, load, voltage, phase, and the manner in which power will be utilized. To comply with the Fair and Accurate Credit Transactions Act (FACTA), a United States government or state issued identification may be required when applying for electric service. The District may require that this information be in writing and verified by the customer or an applicable third party. Contracts for large industrial or commercial customers shall contain such provisions and stipulations as may be necessary or desirable to protect the interest of both the District and the customer.

By submitting an application for electric service, the customer authorizes the District to verify the true identity of the customer to the District's satisfaction and to perform a credit assessment related to the customer as provided by third-party credit reporting agencies.

Customers applying for service who have a previous debt with the District that is collectible in accordance with the statute of limitations will be required to pay the debt in full prior to starting service.

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

GENERAL INFORMATION TO STOP OR TRANSFER SERVICE: When moving from one residence or business to another, or when moving out of the District's service area, the responsible party must submit a Stop Service or Transfer Service application online or call or come to the Kennewick or Prosser offices. The customer must provide the date when they will no longer require electric service. Upon notification to stop or transfer service, the following will occur:

1. The electric meter will generally be read on the requested date.
2. The customer is responsible for power consumed until the District is notified of a service stop date.
3. The account is closed and a final billing is generated.

SEASONAL DISCONNECTS: A seasonal disconnect is defined as a disconnection of service in which the billing process is stopped for a period of time (usually during the winter months or offseason when no electric usage is anticipated) with an expected reconnection date within seven months. When a customer requests a seasonal disconnect, accounts will be disconnected and the billing stopped on or as close to the date the District received the request. Reconnection fees will apply for seasonal disconnects.

See Fee Schedule for a list of fees.

TEMPORARY SERVICE DISCONNECTS: A temporary service disconnection is defined as a temporary disconnection of service, typically less than 30 days, for purposes such as tree removal or repair of customer’s electrical system. Temporary service disconnections will be performed at no charge during business hours. Fees apply to after-hours disconnects. During a temporary service disconnect the billing process will continue as normal.

See Fee Schedule for a list of fees.

CHANGE OF OCCUPANCY: When a change of occupancy or legal responsibility takes place on any premise served by the District, notice of such change shall be given within a reasonable time prior to such change. The outgoing customer is responsible for all power consumed until a final reading can be obtained.

RESIDENTIAL APPLICATION FOR SERVICE: Upon application for electric service, a customer will be required to provide proof of identity, which may include providing a valid social security number (SSN) containing the name of the primary applicant. The District, at its discretion, may use the SSN to verify identity and conduct a credit assessment to determine credit worthiness of the applicant. If a valid SSN is not provided, 2 pieces of valid identification, one of which must be photo identification, may be provided. Valid photo identification includes, but is not limited to: a passport, state driver’s license, identification card issued by a state or foreign country, U.S. military ID, U.S. Citizenship and Immigration document with signature and photo. To comply with the Fair and Accurate Credit Transactions Act, a United States federal or state government issued identification may be required. Electric service will not be connected until such a time as a valid SSN or 2 pieces of valid identification, one of which must be photo identification, is provided. When signing up for service at a new location, a Start Service fee will be added to the customer’s first monthly bill.

See Fee Schedule for a list of fees.

RESIDENTIAL DEPOSIT INFORMATION: The District may require a security deposit in the form of cash or other payment guarantee for electric service. Deposits may be required from new customers or existing customers who fail to maintain a satisfactory payment record. When required for new customers, deposits are payable at the time of application for electric service. At the District’s discretion, a payment arrangement may be entered into for payment of the deposit. If a deposit is not paid as required, electric service may be disconnected.

1. If a deposit is required, it is defined as 2 times the average monthly bill at the location where electric service is requested. For a residential account, if there is insufficient usage history at the premise during the previous 12 months, the deposit amount is calculated using the square footage of the premise, 2 x (sq. ft. x .085). The minimum residential deposit amount is \$100.
2. A deposit is not required if a valid SSN is presented by the primary applicant, and one of the following credit criteria is met:
 - a. There is a 12 month satisfactory payment history with the District for electric service ending within the last year.

- b. For an existing District customer, the most recent 12 months of payment history represents a satisfactory payment record.
 - c. A satisfactory credit assessment is obtained by the District from a national credit assessment agency.
- 3. A deposit is not required when an eligible customer enrolls in prepaid services, called Pay As You Go.
- 4. A deposit may be required in any of the following circumstances:
 - a. 2 pieces of valid identification, one of which must be photo identification, is presented in lieu of a valid SSN.
 - b. A valid SSN is provided, but the applicant has unpaid debt with the District.
 - c. A valid SSN is provided, but an unsatisfactory credit assessment is obtained by the District from a national credit assessment agency.
- 5. A deposit will be held on the account until such time that the customer demonstrates a satisfactory payment record for 12 consecutive months. The deposit refund will be credited to the electric account during the next billing period.
- 6. At the District's discretion, deposits may be refunded by check, or applied to any delinquent Home Energy Tune-up charges, or applied to the account(s) billed for electric service or fees as listed under the fee schedule.
- 7. Deposit refunds on closed accounts will be issued in the name of the primary account holder at the time the account is closed and may take up to 4 weeks to be processed.
- 8. If a deposit is required due to an unsatisfactory credit assessment, a customer has the right to disclosure of their credit report due to the fact that adverse action was taken because of the contents of their credit report. The fact that adverse action, in the form of a deposit or denial of electric service, has been taken entitles the customer to a copy of their credit report free of charge by writing to the applicable credit bureau within 60 days from the date the adverse action was taken and requesting a copy.

See Prepaid Services for additional information, as well as Fee Schedule for a list of fees.

COMMERCIAL/IRRIGATION APPLICATION FOR SERVICE: Upon application for service, a business will be required to provide the business name, service address, mailing address, business structure, responsible parties, a valid Unified Business Identifier (UBI) number and completed commercial application. All UBI numbers are verified through the State of Washington Secretary of State website prior to the connection of electric service. In the event a business is not able to provide a current UBI number, additional documentation may be required to establish the account. For a Sole Proprietorship, a valid Social Security Number (SSN) must be provided. The District, at its discretion, may use the SSN to verify identity and conduct a credit assessment to determine credit worthiness of the applicant. When signing up for service at a new location, a Start Service fee will be added to the customer's first monthly bill.

Electricity Intensive Load (EIL) customers starting new service or existing customers adding load within the definition of EIL are obligated to notify the District and complete an application for service.

See Electricity Intensive Load for additional information, as well as Fee Schedule for a list of fees.

COMMERCIAL/IRRIGATION DEPOSIT INFORMATION: The District may require a deposit in the form of cash or other payment guarantee for electric service. Deposits may be required from new customers or existing customers who fail to maintain a satisfactory payment record, or in accordance with the District's Large Customer Credit Policy. In addition, deposits for EIL customers will be assessed in accordance with the EIL policy. When required for new customers, deposits are payable at the time of application for electric service. At the District's discretion, a payment arrangement may be entered into for payment of the deposit. If a deposit is not paid as required, electric service may be disconnected.

1. If a deposit is required for an existing commercial or irrigation service, it is defined as 2 times the average monthly bill at the location where electric service is requested. The minimum commercial or irrigation deposit amount is \$200.
2. If a deposit is required for a new commercial service, then the deposit will be calculated based on the square footage of the premise as follows: $2 \times (\text{sq. ft.} \times .20)$ to determine 2 times the average monthly bill amount, subject to the following:
 - a. Deposits for loads that are expected by the District to exceed the deposit calculation will be computed manually to determine the average monthly bill amount. The expected loads used to determine the average monthly bill amount will be based on customer-provided demand projections and the appropriate rate schedule for the load size.
 - b. After a deposit has been established using the deposit calculation or computed manually, the District may re-evaluate actual usage and increase or decrease the amount of the deposit so that it equals 2 times the average monthly billing at that location.
3. For a new irrigation pump, the deposit is calculated using the horsepower of the pump, $2 \times (\text{hp} \times \$42)$.
4. A deposit is required for all commercial and irrigation accounts. A District representative may waive the deposit requirement for a commercial or irrigation customer that meets any one of the following exemption criteria:
 - a. Attained at least 24 months of a satisfactory payment record with the District, within the past 3 years.
 - b. The District is in receipt of a credit reference in the customer's name from their previous utility reflecting satisfactory credit. The letter must verify at least 24 months of acceptable payment history within the past 3 years with no more than one late payment, one returned payment and no disconnects for non-payment. The credit reference must pertain to an account of similar business nature for which electric service has been applied for with the District.
In addition to the utility credit reference, Large General Service customers may also be required to provide an investment grade or higher credit report from an acceptable nationally recognized credit agency.
 - c. District obtained credit report demonstrates proof of an acceptable nationally recognized credit rating of investment grade or higher. In addition to the credit report, Large General Service customers may also be required to provide a utility credit reference.
 - d. A satisfactory credit assessment is obtained by the District from a national credit assessment agency when the customer, as a Sole Proprietorship, presents a valid SSN for the primary applicant instead of a UBI number.

5. A deposit will be held on the account until such time that the customer demonstrates a satisfactory payment record for 24 consecutive months. The deposit refund will be credited to the electric account during the next billing period.
6. At the District's discretion, deposits may be refunded by check, or applied to any delinquent Home Energy Tune-up charges, or applied to the account(s) billed for electric service or fees as listed under the fee schedule.
7. Deposit refunds on closed accounts will be issued in the name of the primary account holder at the time the account is closed and may take up to 4 weeks to be processed.

See Electricity Intensive Load for additional information, as well as Fee Schedule for a list of fees.

ELECTRICITY INTENSIVE LOAD: Electricity Intensive Load (EIL) is defined as customers whose electrical load has both of the following attributes:

1. Customer load where electricity is the predominant input to the business production and demand for electricity has significant variability.
2. Any load where the load factor or total energy consumption is estimated to be or is appreciably higher than:
 - a. Previous consumption at the service location, or
 - b. Other customers operating in a similarly-sized and type of facility.

Examples include but are not limited to: server farms, an aggregation of microprocessor-based computing equipment within a building (e.g. home, garage/shop or business), structure (shipping container or other container), or special purpose data centers.

New EIL customers applying for service, and existing customers who add load within the definition of EIL, are obligated to notify the District. A customer who fails to report their EIL status may be responsible for damages to the District's distribution facilities if overload occurs. The District will proactively monitor changes in loads to identify potential unreported EIL customers.

Due to their relatively high energy use, EIL customers present a potential risk to the District from a financial and distribution system operations standpoint. This policy attempts to mitigate those risks and establish parameters for EIL customers that balance stewardship and fiscal responsibility for all of the District's customers while offering cost-effective and reliable electricity to EIL customers.

The Large Customer Credit Policy is not applicable to EIL customers.

EIL Billing and Deposit Options:

EIL customers will provide security deposits and be billed for usage according to either the Standard or One Month Prepay Options. Customers on a Residential or Small General Service rate schedule will only be eligible for the Standard Option. The methodology used for deposits will be the appropriate rate schedule using maximum potential load based on the cumulative nameplate rating of the customers installed equipment and an assumed minimum load factor of 80%, if 12 months of billing history does not exist. The District may work with the customer to align the deposit amount with the customer's equipment installation and load development plans, or operating history.

If an EIL customer temporarily ceases to operate but intends to keep their account open and established payment option(s) available, the District reserves the right to hold the deposit until final close of the account.

EIL customers are required to respond to accelerated timelines, including but not limited to, disconnection of service for not complying with the payment terms.

1. Standard Option

a. Billing:

- Customer will be billed on a monthly basis with bills due in 20 days.
- If the bill is not paid by the due date, the District will notify the customer of the past due amount and of the pending disconnection of electric service via the registered email on the Benton PUD account.
 - The account is subject to disconnection one day after the notification of past due is provided.

b. Deposit:

- A standard deposit will be required and will consist of two month's billing based on the method described above.
- One half of a standard deposit must be paid before service will be provided. The second half will be billed on the first day service is provided and must be paid within 20 days.
- After a deposit has initially been established, the District may re-evaluate actual usage and increase or decrease the amount of the deposit so that it equals two times the monthly billing at that location.
- The standard deposit amount will be frequently reviewed and subject to change at the District's discretion, subject to increased usage.
 - The District will notify the customer of the additional deposit amount and due date via the registered email on the Benton PUD account.
 - The additional deposit amount is due in five calendar days from the date of notification.
 - The electric service is subject to disconnection if the additional deposit amount is not paid within five calendar days of the email notification.
- Deposits will be retained for the life of the account.

2. One Month Prepay Billing Option

a. Prepay/Billing:

- One month's estimated billing, using the same methodology, will be estimated to initiate the first payment, using the appropriate rate schedule and assuming a minimum 80% load factor, based on the maximum potential load at the location given the distribution system infrastructure, transformer size, and customer panel size.
 - If an acceptable load development plan has been provided to the District, the prepay amount may be calculated based on the loads provided in the plan.

- Subsequent prepay amounts will be based on the previous month's actual usage, or customer load development plan, if provided.
 - The prepayment for the subsequent month must be paid by the 25th of each month.
 - Actual usage for the previous month will be calculated on the first of each subsequent month.
 - The difference between the prepayment and actual usage, if a debit balance, must be paid by the 25th of the month.
 - A credit balance will be applied to the next month's prepayment.
 - Customer must enter into a Payment Terms/Hold Harmless Agreement with the District.
- b. Deposit:
- 25% of one month's deposit will be required and will be based on the methodology described above.
 - The deposit must be paid in full prior to service being provided.
 - After a deposit has initially been established, the District may re-evaluate actual usage and adjust the amount of the deposit so that it equals the monthly billing at that location.
 - Deposits will be retained for the life of the account

When the aggregate non-coincidental demand of all EIL loads of an EIL customer exceed 3,500 kW, the customer will be subject to the Large Electricity Intensive Load Rate Schedule 35. Under this rate schedule, a power sales contract must be negotiated with the District. See Assignment of Rate Schedules below. In this case the customer is exempted from this EIL policy, and the terms of the contract will apply.

Obligation to Complete Electricity Intensive Load Application for Electric Service:

EIL customers who are requiring new construction, who are moving into an existing premise, or existing customers who are adding EIL load at their current location, are required to notify the District that their load meets the definition of EIL and must complete an Electricity Intensive Load Application for Electric Service. Engineering staff will evaluate the projected customer load and design any necessary line extension or distribution system improvements to meet the service request. EIL customers are required to pay some or all of the costs in aid to construction of these new or upgraded facilities and the District reserves the right to set maximum EIL customer penetration levels for specific distribution facilities.

See the District's Line Extension and Facilities Construction Policy for additional information.

If the District identifies an EIL load that has not been applied for, the customer will be asked to immediately cease EIL operation. At such time, an application must be submitted to the District to assess distribution system requirements. All applicable fees and deposits must be paid before EIL operations can resume. Failure to cease operations will result in immediate disconnection of service.

If the customer fails to notify the District that they meet the definition of EIL, and equipment failure occurs as a result of their load, the customer will be required to pay time and material

charges for repair of District equipment that is damaged as a result. Failure to pay these charges may result in disconnection of service.

Assignment of Rate Schedule:

The total energy consumption by District customers on an annual basis exceeds our firm allocation of wholesale energy resources provided by the Bonneville Power Administration which may require the District to make wholesale electricity purchases to balance demand and supply. On a more granular basis, such as daily or hourly, the District has substantial wholesale energy deficits during certain times of the year where additional supply must be procured. The District performs long-term planning for power supply to mitigate the operational and financial risk of wholesale power supply deficits which requires contractually binding commitments including but not limited to long-term resource acquisition, procurement of short or long term physical call options, and the use of financial hedging. As more and more firm dispatchable generation is retired in the pacific northwest region, these future contractual commitments are expected to become more difficult to secure and may come with higher costs. EIL loads operate in an extremely price sensitive and volatile market where loads must be scaled back quickly if it is uneconomical to run. The transitory and volatile load associated with EIL customers is not compatible with long-term electric utility power supply planning and presents a financial risk to the rest of the District's customers. As a way to mitigate and balance that risk the District will aggregate all EIL loads of the customer regardless of location and if the total non-coincidental demand exceeds 3,500 kW, all services will be subject to the District's Large Electricity Intensive Load Rate Schedule 35.

An EIL Customer is defined as an individual or entity who has the ultimate financial responsibility and decision authority to operate on a daily basis for one or more EIL accounts regardless of the name or UBI associated with each account. For example, if multiple entities have the same parent company or corporate officers or partners, they will be treated as one customer.

EIL Customer's Aggregated Non-Coincidental Demand is less than 3,500 kW

If the EIL Customer's total EIL non-coincidental demand is under 3,500 kW, the appropriate rate schedule will be assigned for each service based on their initial load and service location. EIL customers located where a residential rate schedule would normally be applied will be assigned the residential rate. EIL customers on a commercial schedule will transition to other applicable rate schedules as determined by the District's policies. It is the customer's responsibility to notify the District when these thresholds have been met, or if other changes have occurred (installation of equipment, or other changes in load) that may make them eligible for a different rate schedule.

EIL Customer's Aggregated Non-Coincidental Demand is greater than 3,500 kW

The District will aggregate all EIL loads of the EIL Customer regardless of location and if the total non-coincidental demand exceeds 3,500 kW, all services will be subject to the District's Large Electricity Intensive Load Rate Schedule 35. When an existing customer's non-coincidental demand exceeds 3,500 kW, the District will notify the customer by letter or email that their non-coincidental demand must be immediately reduced to under 3,500 kW and a power sales contract will be required if the customer intends to exceed 3,500 kW demand in the future. If the customer fails to reduce non-coincidental demand to under 3,500 kW and a power sales contract is not in place, immediate disconnection of service will result. If the customer reduces

their non-coincidental demand to under 3,500 kW but then subsequently exceeds this threshold a second time, immediate disconnection of service will result until a power sales contract is in place. Final determination of the appropriate rate schedule is at the District's discretion.

LANDLORD INFORMATION: The District offers a Landlord Agreement (Agreement) that allows the continuous service of electricity to all rental units when they become vacant. In consideration of this Agreement:

1. Upon termination of a tenant's service, electrical power to any unit listed on the Agreement will remain on and the account will be placed in the Landlord's name. The Landlord agrees to pay any applicable charges (i.e. daily system charge, energy charge, and demand charge, if applicable) per billing cycle per account for each unit when vacant.
2. The Landlord will contact the District immediately upon termination of a tenant's occupancy to verify tenant's termination date and forwarding address. If this contact is not done in a timely matter, the District reserves the right to terminate the Agreement. The District will provide written notice to the Landlord when a tenant notifies the District of their intent to move from the premise.
3. The Start Service Fee will be waived when service responsibility transitions to the Landlord's name between tenants.
4. If a Property Manager will be responsible for administration of the Agreement and acting on behalf of the Landlord, the name and address of that party must be listed in the Agreement.
5. Any change in the Landlord and/or Property Manager will terminate the agreement and, if desired, necessitate completion of a new agreement.
6. The Agreement shall remain in full force and effect until notification of cancellation is received in writing, by either party. Cancellation will result in immediate termination of electric service to all units which the District's records indicate as unoccupied.
7. To protect the Landlord/Property Manager's privacy and for identity verification, the District may require the Landlord to provide their Social Security Number or other proof of identity when inquiring on account information.
8. Should the Landlord's personal account be subject for disconnect for non-payment, the District reserves the right to disconnect service for all addresses associated with the Landlord, through the Agreement, that are currently in his/her name.
9. Should the current tenant's electric account become delinquent, the District reserves the right to disconnect service for non-payment.

BILLING INFORMATION

BILLING: Billing statements will be generated monthly unless otherwise designated in the rate schedule. Accounts billed monthly are referred to as traditional postpaid billing accounts, or Postpaid.

For a final billing, it is the responsibility of the customer to notify the District in advance of the date electric service is to be disconnected. The District will, as nearly as possible, read the meter(s) on the date requested. The customer is responsible for all power consumed until a final meter reading can be obtained. The District reserves the right to estimate the final meter reading.

BILLING ADJUSTMENTS: When an under-billing or over-billing occurs, the District shall provide the customer with notice of the circumstances, period of time, and the amount of the adjustment. The following will also be considered when addressing an under-billing or over-billing situation:

Under-billings:

1. When the under-billing is the result of a District error, residential and commercial customers may be back-billed for a maximum period of 6 months, subject to the following exceptions:
 - a. Commercial customers may be back-billed for a period greater than 6 months, but for no more than 72 months, and only when approved by the District's Commission. Reasons for back-billing for more than 6 months might include, but are not limited to, seasonal usage that went undetected, the complexity of the metering, and the amount of the unbilled usage.
 - b. When the under-billing is the result of a customer error or fraud (i.e. meter tamper), customers may be back-billed for a period greater than 6 months, but for no more than 72 months, and only when approved by the District's Commission.
2. At the District's discretion, back-billing for under-billings may be waived when the cost of initiating the back-bill makes it uneconomical, or when other business-related reasons make it imprudent to back-bill. Generally, this threshold is reached for back-bills of \$50 or less.
3. When a customer is required to pay for an under-billing due to a District error, the customer may enter into a payment arrangement at the District's discretion. The term of the payment arrangement shall not exceed the amount of time that the error went undetected. This payment arrangement option will not be available to customers who are back-billed due to fraud.
4. Typically, interest will not be assessed on under-billings unless such under-billing resulted from customer error or fraud.
5. Customer Service staff will estimate the back-bill amount based on the customer's previous usage history. In some cases, depending on the length of time the customer was under-billed, it may be necessary to monitor usage after correction of the situation to determine accurate customer consumption for the back-bill.

Over-billings:

1. An over-billing for residential and commercial customers may be adjusted for a period up to 3 years, except as approved by the District's Commission.

2. The District is a municipal corporation of the State of Washington. The maximum period of time public entities are required to refund over-billings on utility bills is 72 months.
3. Interest on over-billings of \$100 or greater may be paid at the discretion of the District at the historical rate for the Washington State Local Government Investment Pool.
4. Adjustments for over-billings will generally only be provided to the current customer of record.

DUE DATE: New charges are due 20 days from the billing date. If the twentieth day falls on a weekend or holiday, the bill will be due on the next business day. Past due charges are due immediately. Governmental agencies may request a 30 day bill due date if their accounting practices/constraints do not allow for a 20 day due date, and the District may grant the request if the customer has satisfactory payment history.

Pay As You Go accounts are not subject to 20 day or 30 day due date requirements.

See Prepaid Services for additional information.

LATE FEE: A late fee of 1% of the past due amount will be assessed after the due date. Late fees will not be assessed on the portion of a past due balance being paid through Payment Assistance agencies (i.e. LIHEAP, Helping Hands, churches, Veteran's Assistance) while waiting for payment to be received.

Pay As You Go customers are excluded from receiving late fees.

See Collection Events, as well as Prepaid Services, for additional information. See Fee Schedule for a list of fees.

URGENT NOTICE: An urgent notice will be mailed to customers with delinquent account balances as notification before disconnection of electric service. A fee will be added to the electric bill upon mailing of this notice.

Pay As You Go customers are excluded from receiving urgent notices.

See Collection Events, as well as Prepaid Services, for additional information. See Fee Schedule for a list of fees.

ESTIMATED BILLING: Occasionally, it may be necessary to estimate a meter read. When an estimate has occurred, consumption will be based on previous usage history at the premise.

If the customer receives a billing statement containing an estimated read and would like an actual read to validate the estimate, they can contact the Customer Service department.

RESPONSIBILITY FOR PAYMENT OF SERVICES: Where 2 or more persons join in one written or oral application or contract for electric service, such person(s) shall be jointly and individually liable and shall be billed by means of a single periodic bill mailed to the primary applicant.

Whether or not the utility obtained a joint application, where 2 or more persons are living in the same residence and benefit from the electric service provided by the District, they shall be jointly and individually liable for the bill for electric service supplied and may be provided with account information, such as balance, payment activity, etc. Proof of residency is required.

In the event a person or business (account holder, co-applicant, spouse, domestic partner, 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 residency. 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.

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 Customer Service Policies.

BILLING AND DISCONNECTION DISPUTES: Billing inquiries, disconnection disputes, and other issues relating to customer account charge(s) should be directed to the Customer Service Department. If the issue is not resolved to the satisfaction of the customer, the customer may request a meeting with a member of management in the Customer Service Department. If the issue remains unresolved, the customer may request an informal conference with the applicable department director, with such meeting being conducted via telephone or in person, at the discretion of the District.

See Appeals Process for additional information.

TAX ADJUSTMENT: The amount of any and all revenue, kWh or other form of tax imposed by any municipality, county, federal, state or other governmental subdivision taxing body upon the District or upon the property herein, revenue or income of any part of the District may be apportioned by the Board of Commissioners of the District according to the territory in which such tax or taxes may be effective and among the various classes of electric service furnished therein. This may constitute an additional charge to any amounts, which may be billed to any customer under the rate schedule or special contract.

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. Customer submetering shall be for prorating energy costs among tenants only. In no case shall submetering be used to resell energy at a profit.

PREPAID SERVICES: The District offers prepaid billing services, called Pay As You Go, as an option to eligible residential and small general service customers. Pay As You Go is designed to offer greater control over electric usage by allowing customers to choose when and how much electricity to purchase on a prepaid basis, similar to adding gasoline to a gas tank or buying minutes on a prepaid phone. Enrollment is voluntary and there are no additional costs or fees for customers who participate. By pre-purchasing electricity, customers can plan their budget and closely monitor their usage.

Customer benefits include the following:

1. Customers will not be assessed a deposit when signing up for service.
2. Customers with an existing deposit can transition to Pay As You Go and apply the deposit to their account.
3. Daily electronic notifications allow customers to closely monitor and manage their electric usage.
4. No late fees, no disconnect fees, and no reconnect fees.
5. A payment arrangement can be utilized to pay an existing balance over time.

Customer Eligibility and Program Requirements:

Eligible new or existing customers can choose to enroll in Pay As You Go at any time. Customers must have a meter with remote disconnect/reconnect capabilities. A SmartHub account is also required in order to receive necessary notifications.

The following customers are not eligible for Pay As You Go, regardless of meter type:

1. Those having a medical need or life support designation on the account
2. Customers designated as Electricity Intensive Load
3. Customers who are participating in Net Metering or the Community Solar program
4. Customers who participate in the Winter Weather Moratorium

The District, at its discretion, may remove an account from Pay As You Go at any time and could require a deposit to transition to a traditional postpaid account, i.e. usage is billed every 30 days with a 20-day due date (referred to as a Postpaid Account).

Pay As You Go customers are not eligible to sign up for Auto Pay, the Budget Payment Plan, or receive their Pay As You Go bill as part of an Invoice Group as they will not receive a billing statement. Enrollment in Pay As You Go will result in cancellation of any automatic payments and removal from the Budget Payment Plan (if applicable).

Pay As You Go customers may donate to the District's Helping Hands program on a one-time or recurring basis. Recurring donations will be included in the daily calculation.

Enrollment:

Customers choosing to enroll will be required to sign an electronic Pay As You Go Customer Agreement and establish a minimum starting credit. Electronic signature of the agreement is required. Customers new to the District will be required to provide identity verification to comply with FACTA requirements.

No deposit is required for Pay As You Go customers. If a customer has an existing deposit on a Postpaid Account, the deposit will be applied to the Pay As You Go account. The deposit will first be used to satisfy any balances owing, with the remainder applied to the starting credit.

See Residential Application for Service for additional information about identity verification, as well as Fee Schedule for a list of fees.

Prepaid Arrangement:

Customers owing a balance when transitioning to Pay As You Go, or customers returning to the District with a previous unpaid debt that is less than 45 days past the closing bill due date, have the option to pay off the debt over time using an arrears account (referred to as a Prepaid Arrangement). When a Prepaid Arrangement is created, 25% of each subsequent payment will be applied to the Prepaid Arrangement and the other 75% of each payment will go towards the Prepaid Balance. Customers may request a modification to this distribution percentage but the amount applied to the Prepaid Arrangement cannot be less than 25% of each payment. Late fees will not be assessed on balances in a Prepaid Arrangement. Customers may request to pay the Prepaid Arrangement in full at any time by contacting Customer Service.

See Appeals Process for additional information.

Daily Usage and Account Balance Calculation:

Electric consumption for the previous day will be calculated each morning. Costs for electric usage will be calculated on a daily basis using the appropriate rate schedule, and will include daily system charge, demand charge, and low-income discounts or city tax, if applicable. Each day, the calculated daily costs will be deducted from the account balance (referred to as the Prepaid Balance). If a meter read cannot be obtained at the time of calculation, the read will be estimated until an actual read is obtained. The calculated daily costs will be billed to the Pay As You Go account every morning. Any relevant notifications will be sent to customers shortly thereafter. When the Prepaid Balance falls below a zero balance, the meter will be disconnected at the next daily customer account balance calculation. Disconnections will occur seven days a week. Once sufficient payment is made, the meter will automatically reconnect.

CUSTOMERS WHO ELECT TO ENROLL IN PAY AS YOU GO REMAIN SUBJECT TO ALL DISTRICT POLICIES AND REQUIREMENTS. CUSTOMERS MUST AGREE TO INDEMNIFY, DEFEND AND HOLD BENTON PUD AND ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AND AGENTS HARMLESS FROM ANY AND ALL LIABILITY, INCLUDING PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS OF BUSINESS OR PROFITS, THAT MAY STEM FROM: PARTICIPATING IN THE PAY AS YOU GO PROGRAM, FAILURE OF THE CUSTOMER TO MAKE TIMELY PAYMENTS IN ORDER TO MAINTAIN UNINTERRUPTED ELECTRIC SERVICE, DISCONNECTION OF ELECTRIC SERVICE, AND/OR RECONNECTION OF ELECTRIC SERVICE.

The District's appeals process is available to customers to resolve Pay As You Go account decisions, including the right to contest a disconnection of service.

See Appeals Process for additional information.

Customer Notifications:

It is the customer’s responsibility to stay aware of account balances and usage alert information. Therefore, it is also the customer’s responsibility to notify the District of changes to any contact information, including telephone numbers, email addresses, and mailing addresses. Customer enrollment in SmartHub to receive email notifications is required. Text message notifications are optional.

Customers on Pay As You Go can view their balance at any time by accessing SmartHub via the website or the SmartHub app. Average daily usage will also be provided along with the estimated number of days still remaining, factoring in recent usage and the current credit balance.

Customers will be automatically notified when their Prepaid Balance falls below District-established thresholds or when their account has been disconnected and/or reconnected. Customers can also enroll in text notifications and may customize their notifications to receive emails or texts when the account credit balance falls below customer-established thresholds.

Payments:

Payments can be made via check, credit/debit card, or cash. If a check payment is returned, a Returned Payment Fee will be applied to the account. The minimum payment requirement is \$1 in cash or \$5 using a credit/debit card.

Payments can be made any time via various self-service payment channels, including payment kiosks, SmartHub app or website, or Pay By Phone. These payment channels will update the Pay As You Go balance immediately. Payments can also be made during regular business hours in person.

Pay As You Go customers can schedule one-time payments in advance using SmartHub. All payments can be viewed in SmartHub.

See Payment Options for additional information, as well as Fee Schedule for a list of fees.

Assistance Options for Prepaid Customers:

Pay As You Go customers are eligible to receive payment assistance from outside agencies and organizations. Once notification is received from the agency regarding the amount of payment assistance to be provided, the amount will be posted to the account immediately and will appear as a credit balance, even before payment is received. If the customer has an arrears account, the payment assistance will be applied 50% towards the Prepaid Arrangement and 50% towards the Prepaid Balance.

Pay As You Go customers are eligible to receive a low income discount if they meet program qualifications. For customers on Pay As You Go, the Low Income Discount will consist of the percentage discount only. Existing customers already receiving a discount do not need to reapply; their eligibility will transition to Pay As You Go. Customers not already receiving a discount or customers new to the District must complete a Low Income Discount Application to determine eligibility.

See Assistance Options under the Payment Information section for additional information.

Disconnection of Service for Prepaid Customers:

Disconnection of electric service will occur when an account balance falls below zero. Disconnects will occur every day except holidays designated by the District. There is no disconnect fee for Pay As You Go customers.

Pay As You Go customers are subject to the District's disconnection policies related to extreme weather and are still responsible for all balances incurred when disconnects are suspended or temporary reconnects are initiated due to extreme weather events.

See Disconnection of Electric Service for additional information.

Reconnection of Service for Prepaid Customers:

In order to restore service after being disconnected, customers must pay debit balances in full, plus the minimum reconnect balance, before reconnection will occur. The minimum reconnect balance is required to keep the customer from being disconnected again the next day. There is no reconnect fee for Pay As You Go customers.

Reconnection of service occurs remotely using the functionality of the meter. Once sufficient payment is made that satisfies both the debit balance and minimum reconnect balance, power will be automatically restored immediately. Per the terms of these Policies and the Pay As You Go Customer Agreement, the customer acknowledges that the electric service will be immediately reconnected upon payment. The customer further acknowledges that the location where service is being reconnected is in safe condition, authorizes the immediate reconnect, and releases Benton PUD from liability relating to the reconnect.

Return to Postpaid:

Pay As You Go customers can choose to change to traditional Postpaid billing at any time. If the sum of the Prepaid Balance and Prepaid Arrangement (when applicable) results in a balance owing, then the District may require the balance to be paid in full before changing to Postpaid billing. If a credit balance exists, it will be applied on the next traditional bill. The District will review account credit history or conduct a credit assessment from a national credit assessment agency to determine if a deposit will be required. At the District's discretion, a payment arrangement may be entered into for payment of the deposit.

See Residential Deposit Information for additional information.

PAYMENT INFORMATION

FORM OF PAYMENT: Payments may be made by check, cash, cashier's check, credit or debit card (Visa/MasterCard/Discover) or money order. Rolled or loose coin may be accepted up to a maximum of \$5.00 per month. The rolled or loose coin must be pre-counted by the customer and verified by District staff in view of the customer to ensure the amount being tendered to the District is accurate.

Payments by credit card are allowed for the following rate classes:

1. Residential
2. Small general service
3. Medium general service
4. Small irrigation
5. Security lights

PAYMENT OPTIONS:

1. By mail or in person at our offices located at 2721 W. 10th Avenue in Kennewick or at 250 North Gap Road in Prosser
2. SmartHub at www.bentonpud.org (website or mobile app)*
3. Secure pay-by-phone system* at 844-255-3675 (toll free)
4. Self-service payment kiosks located at the Kennewick and Prosser offices
5. Via the after-hours call center at 509-582-2175
6. One-time payment "Pay Now" at www.bentonpud.org
7. Automatic payment via credit card or electronic debit to a checking/savings account
8. CheckFree locations - see www.checkfreepay.com (may take multiple days to process and may be charged a fee by the CheckFree vendor)

*Credit card payments must be a minimum of \$5.00 unless the balance due is a lower amount.

PAYMENT ARRANGEMENT: If a customer is unable to pay their bill, they may contact the Customer Service Department to request payment arrangements. Payment arrangements can only be requested by those individuals listed on the account who are designated as financially responsible or who are authorized to do so by the customer of record. Payment arrangements on past due accounts are made at the discretion of the District. Broken payment arrangements are subject to disconnection without further notice.

RETURNED PAYMENTS: Customers with two returned payments (check or electronic) in any 12 month period may be required to pay by cash, in addition to being assessed the returned payment fee.

See Fee Schedule for a list of fees.

BUDGET PAYMENT PLAN: The District's Budget Payment Plan allows customers to even out the highs and lows of their utility bill payments. It does not change rates, but rather allows the customer to pay less in high usage months by paying more in low usage months. Customers on

the Budget Payment Plan must recognize that while the budget payment amount is the amount that is due each month, they are still responsible for the actual consumption of electricity.

1. The Budget Payment Plan is available to residential and security light customers that have either a zero account balance or only their most recent bill amount due at the time of enrollment. An account with multiple service agreements must have all service agreements on the Budget Payment Plan.
2. The District strongly recommends new Budget Payment Plan customers establish 6 months of electric usage prior to signing up for the plan.
3. When an existing Budget Payment Plan customer moves to a new location, the District strongly recommends the customer establish 6 months of electric usage at the new premise and have a zero balance prior to signing up for the plan.
4. Existing non-residential customers on the Budget Payment Plan as of July 14, 2009 will be allowed to remain on the plan, but if removed for any reason thereafter, cannot be reinstated.
5. Customers are responsible for payment of their actual electric usage. The budget payment amount given to customers is only an average and is based on their previous consumption. Weather and changes in consumption habits are factors that may cause budget payment amounts to increase or decrease.

Budget Payment Amount and Recalculation:

1. The initial monthly budget payment amount is based on the average kWh usage during the previous twelve months, multiplied by the current electric rate.
2. If there has not been 12 months of actual electric usage, the District will use the formula of square footage x \$.085 to establish the initial monthly budget payment amount.
3. Subsequent payment amounts are recalculated during the year and are based on a credit/debit on the account and actual electric usage during the previous 12 months.
 - a. During recalculation, the average kWh usage during the previous twelve months is multiplied by the current electric rate.
 - b. The account balance, either a debit or credit, is factored in.
 - c. Any city taxes, discounts, Helping Hands or Green Power amounts are also factored in to establish the new payment amount.
 - d. The District may refund a credit over \$120 to the customer and determine the new payment amount.
4. The monthly budget payment amount may also be adjusted at any time if the debit or credit balance on the account reaches a level that warrants an adjustment.
5. Any additional payment(s) made towards a Budget account will be applied to the account AR balance and not to pay ahead towards future months. The calculated Budget amount is due every month regardless of a credit existing on the account.

Removal from Budget Payment Plan:

1. When a payment is not made by the due date, the customer is subject to the District's collection process and may be removed from the Budget Payment Plan.
2. If a customer is removed from the Budget Payment Plan, the account should have a zero balance before being reinstated on the plan.
3. A customer will be reinstated on the Budget Payment Plan if for any reason they were removed due to District error.

ASSISTANCE OPTIONS: Qualified low income customers in need of help paying their electric bill may receive assistance through the federally funded Low Income Home Energy Assistance Program and/or the District's Helping Hands Program, both of which are administered by Community Action Connections (CAC). For more information, please contact CAC at 509-545-4065. Customers can also call 2-1-1 to learn about additional community resources that may provide assistance to those in need of help paying their electric bill.

In addition, Low Income Senior, Low Income Disabled, and Low Income Veteran and Active Military discounts are available. Qualified customers may receive a 10%, 15% or 25% monthly discount based on their total annual household income. Discounts are valid for up to 3 years, depending on the enrollment date.

CREDIT, COLLECTIONS AND DISCONNECTION OF ELECTRIC SERVICE

CREDIT AND COLLECTIONS: The District, in administering these Customer Service Policies, will take the necessary steps, actions, and proceedings as permitted by law for enforcement and collection of all fees, billings or other charges. All Postpaid bills or invoices are due and payable upon receipt and are delinquent 20 days after the billing date. Failure to receive a bill will not release the customer from obligation of payment. The District, under reasonable administrative rules and regulations which afford due process of law for its customers, may refuse to connect or may disconnect electric service for violation of any of its Customer Service Policies such as: failure to pay charges for electric service when delinquent, failure to maintain a credit balance on a Pay As You Go account, violation of rate schedule or contract provisions, or theft or illegal diversion of electrical current.

Disconnection of electric service for any of the foregoing causes does not release the customer from the obligation to pay for energy received or charges specified in any existing contract. The District will not reconnect services until compliance with the Customer Service Policies is assured. This includes full payment of delinquent amounts, Pay As You Go Minimum credit balance (if applicable), reasonable penalties, deposits and fees for restoration of electric service. A shortened notice and payment period, and special payment security provisions, may be implemented by agreement between the District and a customer under special circumstances.

Additionally, the District has the right to disconnect any or all of a customer's accounts to:

1. Collect delinquent line extension payments if the customer resides at the same address.
2. Ensure fulfillment of a contract.
3. Collect delinquent balances incurred on other accounts in which the name of the financially responsible party is the same.

See Fee Schedule for a list of fees.

COLLECTION EVENTS: The District notifies customers when their electric bill is past due using various communication channels. This process begins when the electric bill, which may include a security deposit, has not been paid by the due date.

1. A late fee (1% of the past due amount) is assessed the fifth day after the due date and will appear on a subsequent billing statement.
2. An Urgent Notice is mailed approximately the tenth day after the due date, after the next bill has processed. A Payment Arrangement confirmation letter may be mailed in lieu of an Urgent Notice when a mutually agreeable payment arrangement has been made.
3. An automated courtesy call is made after an Urgent Notice is mailed.

The District sends electronic notifications to Pay As You Go customers when their account balance is below designated thresholds or has been depleted.

See Customer Notifications under the Prepaid Services section for additional information.

DISCONNECTION OF ELECTRIC SERVICE: The District may disconnect electric service to enforce its Customer Service Policies, including but not limited to: delinquent account balances related to current and past services, debit balances related to Pay As You Go, self-reconnection, diversion, employee or customer safety and fraud. If a customer eligible for disconnect has an

approved Life Support Equipment designation on their account, in lieu of disconnect, a load limiting device may be installed on their meter.

Specific examples of when disconnection of electric service or installation of a load limiting device may occur are as follows:

1. Customer fails to pay the electric or deposit bill after the urgent notice is mailed, or if the customer fails to satisfy the conditions of a payment arrangement.
2. Customer fails to maintain a credit balance on their Pay As You Go account.
3. The District has knowledge of a current account holder cohabitating with a former delinquent account holder. The District has reason to believe the current account holder received benefit of service during the billing period(s) in which the delinquent account holder incurred the debt. Disconnection of service will occur if the current account holder cannot prove to the satisfaction of the District that they were living elsewhere during the billing period(s) in question.
4. A delinquent account holder is receiving benefit of electric service currently being paid by a landlord.

During business hours, acceptable forms of payment to reconnect electric service following disconnection or removal of a load limiting device include: cash, money order, or Visa/MasterCard/Discover credit or debit card. No checks will be accepted.

Prior to reconnection or removal of a load limiting device, an additional deposit may be required.

See Residential Deposit Information, as well as Prepaid Services for additional information.

Approval to reconnect electric service at a location that was disconnected for non-payment is required in order to ensure that it is safe to do so. Approval must come from the account holder or person(s) living at the residence that may not be listed on the account, but is considered a customer because they are receiving benefit of the electric service.

The District uses forecasts from the National Weather Service to determine if disconnections for non-pay should be temporarily suspended. Disconnection of service for non-pay will be suspended when the forecasted low will be 32 degrees or below or the forecasted high will be 98 degrees or above for that day, or, if the National Weather Service (NWS) has issued or has announced that it intends to issue a heat related alert. On business days preceding a holiday or weekend, service will not be disconnected if the forecasted low is 32 degrees or below or the forecasted high will be 98 degrees or above, or there is an NWS heat alert.

In addition, a residential customer whose service was disconnected for lack of payment, may request that their service be temporarily reconnected on any day for which the NWS has issued or has announced that it intends to issue a heat related alert by contacting Customer Service.

During a high/low temperature weather event, Customer Service staff may initiate courtesy calls to customers who were disconnected for non-payment and offer a temporary weather reconnect. To ensure customer safety, all temporary weather reconnects must be authorized by the customer. Staff will make a best effort to contact the customer by phone, door tags left at premise, or calls to the landlord/property owner. If the customer cannot be reached, service will not be temporarily reconnected. If payment is not received all temporary weather

reconnects will be disconnected, without further notice when the forecasted temperature returns to the thresholds as defined above or the issued heat related alert ends.

See Fee Schedule for a list of fees.

IMMEDIATE SERVICE RESTORE: The District will reconnect electric service following disconnection for non-payment when the required reconnect amount has been paid in full. Once payment is received, electric service will be restored immediately at service locations where remote disconnect/reconnect meters are installed. Benton PUD staff will be dispatched to reconnect electric service to locations where non remote meters are installed.

A customer will be charged a reconnect fee when a payment is made on an account disconnected for non-payment which satisfies the required reconnect amount.

By making a payment in the amount required to reconnect service, the customer acknowledges that the electric service will be immediately reconnected upon payment. The customer further acknowledges that the location where service is being reconnected is in a safe condition, authorizes the immediate reconnect, and releases Benton PUD from liability relating to the reconnect.

See Fee Schedule for a list of fees.

LIFE SUPPORT EQUIPMENT POLICY: The District recognizes that some customers or household members may be utilizing life support equipment in their home, and that such equipment operates only on electricity. The Life Support Equipment Policy may be implemented when electric service is considered essential and the customer or household member is dependent on electric-only powered equipment that must be operated continuously, or as circumstances require, in order to avoid the loss of life or serious medical complications requiring immediate hospitalization. This need must be properly documented and specified by a medical physician and approved by the District.

A customer or household member who is required to utilize life support equipment which operates only on electricity can request their account be designated accordingly by submitting a Life Support Equipment Application to Customer Service. If a customer account with an approved Life Support Equipment designation becomes past due, a load limiting device may be installed on the meter until payment of past due balances is made or until mutually satisfactory payment arrangements are made. The load limiting device will be set to allow only enough electric current to flow to operate the life support equipment as specified on the Life Support Equipment Application on file with the District. For customers residing at a location with a net meter, the load limiting device will be installed on the net meter, and the production meter will be removed for the duration of the load limiter installation to prevent tripping the device. This will temporarily disable the generation capability of the system. Each installation of a load limiting device and each subsequent removal is subject to applicable fees as outlined in the fee schedule. Installation of a load limiting device is contingent upon the compatibility of the District and customer equipment.

Upon installation of a load limiting device, it is the customer's responsibility to monitor electrical usage to avoid tripping the device which could result in loss of electrical power. If the device

should trip and cause a loss of electrical power, the meter will automatically re-establish electric service after 15 minutes when the electrical usage is reduced sufficiently. After initial installation, if the customer requests District staff to reset or inspect the device and amperage levels, and they are determined to be correct, the customer may be subject to a field visit fee in accordance with the fee schedule.

If the customer with the medical need is an adult (at least 18 years old), they will be considered a financially responsible party on the customer account. The District must be notified within 2 business days if the patient with the medical need is no longer living in the home.

A Life Support Equipment designation on an account does not at any time guarantee uninterrupted electric service, does not remove the customer from any financial obligations owed the District, and does not provide for priority status during restoration efforts in the event of an unforeseen power outage.

A load limiting device is intended to provide qualified customers with a temporary means of ensuring electrical service to designated electrical life support equipment and is not intended as a permanent measure for a customer's continued use. Methods for collection of any debt owed the District will continue during the time the load limiting device is in use. It is the customer's responsibility to ensure payment of their electrical account and secure alternate means of life support or medical assistance, including an alternate method of acquiring electricity.

See Responsibility for Payment of Services, as well as Customer Power Outage for additional information. See Fee Schedule for a list of fees.

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

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

1. Notify the Customer Service Department of their inability to pay the electric bill within 5 business days of receiving an Urgent Notice.
2. Visit our offices to pick up a Winter Weather Moratorium application from the Customer Service Department that must be completed and signed by an authorized employee of the Benton Franklin Community Action Connections, then return the document to the District's Customer Service Department. That document must disclose the following:
 - a. The customer's household income does not exceed the maximum allowed for eligibility under the Washington State plan for low-income energy assistance and which provides a dollar figure that is 7% of the customer's household income.
 - b. The customer has applied for low-income energy assistance from either a government or private source.
 - c. The customer has applied for low-income weatherization assistance through the District, or other appropriate agency, if applicable.
 - d. Certify that any energy assistance payment received by the customer will be paid to the District.

3. Enter into and maintain a payment plan that will make the customer's electric account current by the next October 15. The customer may not be required to pay more than an amount equal to 7% of their certified monthly household income plus 1/12 of any past due balance accrued from the date the application is made between November 15 and March 15. However, the customer may agree to pay more during that period. Should the customer enter into such a payment plan and fail to pay as agreed, their electric service will be disconnected.
4. Agree to pay all owing, even if the customer moves.

COLLECTION OF UNPAID CLOSED ACCOUNTS: If the customer has an active account in the same name, the unpaid closing bill will be transferred to the active account. Unpaid closed accounts and unpaid miscellaneous accounts are referred to an agency for collection. In accordance with RCW 19.16.500, agency fees are payable by the customer.

OUTAGE INFORMATION

CUSTOMER POWER OUTAGE: If a customer's electric service fails and the customer has tried to determine if there are blown fuses, tripped breakers, or faulty equipment, they may request a District serviceman be sent to the outage location. If the serviceman determines the customer's equipment is at fault, the following will apply:

1. No charge during regular working hours.
2. Outside of regular working hours, a flat fee may be assessed or the fee may be the actual cost to the District including labor, transportation and overhead.

See Fee Schedule for a list of fees.

INTERRUPTION OF SERVICE: The District will use reasonable diligence to provide an adequate uninterrupted supply of electrical energy at normal voltage.

If the supply is interrupted with or without notice for any cause including but not limited to acts of God, floods, fires, accidents, strikes, riots, mobs, public enemy, laws, government regulations, or failure of equipment or devices, the District shall not be liable for personal injuries, loss or damages resulting there from, nor will such failure constitute a breach of agreement for electric service. In no event shall the District be considered in breach of contract for temporary interruption of service.

The District shall have the right to suspend electric service without notice for the purpose of making repairs, improvements or additions to its system. If said repairs, improvements or additions are made outside of regular working hours for the convenience of the customer, the customer may be required to reimburse the District for costs incurred.

NOTICE OF TROUBLE: In the event that electric service is interrupted or not satisfactory, or if a hazardous condition related to District facilities is known by a customer to exist, it shall be the obligation of the customer to notify the District of such existing conditions. The District will not be responsible for damages resulting from failure to notify.

CURTAILMENT: It is understood and agreed that the Bonneville Power Administration (BPA), which provides one-hundred percent of the District's regional power grid interconnections, may initiate electricity curtailment procedures in response to energy or transmission system emergencies. Should it become necessary for the District to curtail electrical loads as requested or directed by BPA, the District reserves the right to limit use of electrical energy during such periods or times through proactive switching procedures that could result in the loss of electrical service to certain District customers. The District will not be responsible for damage or losses caused by its compliance with a BPA requested or directed load curtailment.

See the District's Emergency Load Reduction Plan Policies, approved by a separate Resolution, for additional information.

METERING

METER READING: Meters will be read monthly, except for seasonal electric service agreements, and a bill is computed based on the kWh consumption. The District will, as nearly as possible, read meters on the same date each month, but because of holidays, weekends, and the difference in the length of months, a 5-day variation may occur.

If for any reason a reading cannot be obtained, the billing may be based on estimated energy use and demand, and subject to later correction.

METER TESTING: In accordance with industry standards, meter manufacturers design meters within plus or minus 0.5% accuracy. In order to ensure accuracy is maintained, the following additional tests will be administered:

1. Meter manufacturers will test 100% of all meters before they are shipped to the District.
2. District staff will test a minimum of 5% of new meters upon receipt of the meters from the manufacturer.
3. A random sample of installed meters will be tested by an independent contractor each year in accordance with American National Standard's ANSI C12.1-2014 and ANSI ASQ Z1.9-2003 (R2013).
4. Meters associated with instrument rated commercial services of 400 amps and larger will be tested on a set periodic basis.

A customer may request a meter test be performed one time in a 12 month period at no charge. A Meter Test Fee may apply if a test is requested more than once in a 12 month period. The fee is waived if the meter is found to be out of calibration by plus or minus 0.5% and a billing adjustment may be warranted.

See Billing Adjustments for additional information, as well as Fee Schedule for a list of fees.

METER TAMPERING: Tampering with District equipment in order to self-reconnect or commit power theft is extremely dangerous and can result in personal injury, including the loss of life; property damage; and loss of revenue, which ultimately increases costs for all customers.

Tampering with District equipment is a violation of RCW 9A.61 "Defrauding a Public Utility in the third degree" and is punishable by law. Incidents may be referred to the responsible law enforcement agency for action and prosecution.

The District uses several methods to detect tampering and energy diversion, including advanced meter alarms, visual identification by District staff, reports by third parties, and use of technologies and equipment to evaluate customer usage patterns.

Once it has been determined that tampering has occurred, disconnection of electric service may immediately occur if the tamper has resulted in an unsafe condition of District or customer equipment. If disconnect occurs, service will not be reconnected until repairs have been made and Labor and Industries has completed an inspection, or a qualified District electrical worker has determined it is safe to reconnect.

In addition to assessing a Meter Tampering fee, the District may also back-bill for unbilled usage and assess actual costs incurred by the District to investigate the tamper, including labor and material. All charges will generally be assessed to the customer of record regardless of who may have tampered with the equipment.

See Customer Responsibility for District Property, as well as Billing Adjustments for additional information. See Fee Schedule for a list of fees.

ADDITIONAL METERS: Should the customer desire the installation of additional meters other than those necessary to adequately measure the electric service used by the customer, such additional meters shall be provided, installed and maintained by the customer at the customer's expense.

UNMETERED ACCOUNTS: In general, it shall be District policy to meter all electric services. However, small electrical loads with constant or known load characteristics may, upon District approval, be connected without provision for metering. This shall apply only to loads where energy consumption can be accurately determined and cannot be readily altered. Street and security lights are covered under the applicable rate schedule.

MULTI-TENANT METERS: Should meter base labeling be incorrect or additional visits be required, the customer may be assessed a fee. The District will make one visit to a customer's multi-tenant facility to verify that proper identification is installed on each unit and meter base. During this visit, District staff will verify that labeling is correct and in accordance with the District's requirements.

See Fee Schedule for a list of fees.

ADVANCED METER OPT-OUT PROVISIONS: Effective October 10, 2023 the District requires the use of advanced meters and does not provide an opt-out option. Advanced meters provide operational efficiencies and are required in order to provide peak demand reads. A customer who desires to move the advanced meter to a location determined by the customer and approved by the District, will bear the full cost of the relocation.

Customers that elected to opt-out prior to October 10, 2023 will have a digital meter installed that will be read manually each month. A separate monthly fee will apply for the manual meter read. The digital meter will provide a demand read that is based on the highest 30-minute period in which the consumption of energy is the greatest during the month and will not be limited to peak hours. The District reserves the right to revoke a customer's opt-out status.

See Fee Schedule for a list of fees.

RENEWABLE ENERGY SYSTEMS: In accordance with RCWs 80.60.020 – 80.60.040, the District offers Net Metering programs for customer-owned energy systems (up to 100 kilowatts) and community solar energy systems. These programs allow customers to offset their energy usage with electricity generated from the energy systems. A total net metering capacity of 15,120 kilowatts has been established.

In accordance with RCW 82.16.110 – 82.16.130 and WAC 504-49-010, Net Metering customers may be eligible to receive renewable energy incentive payments (REIPs) through the Renewable Energy System Cost Recovery program. The District funds the REIPs and in return, receives a reduction in state public utility tax payments, equal to the cost of the payments. The funding is limited to 1.5% of its 2014 taxable power sales, or \$1,801,098. If potential REIPs exceed the taxable power sales, payments may not be issued.

Net Metering customers with either customer-owned energy systems or community solar energy systems may receive credits on their monthly billing statements based on the following:

1. Customer-owned energy systems - Net Metering customers who generate more electricity than consumed will receive a monthly credit on their billing statement. Excess generation at the end of each billing period will be carried over to the next billing period as a credit. On March 31st of each calendar year, any excess generation accumulated during the previous year will be granted to the District without any compensation to the customer.
2. Community Solar - The District's Community Solar projects are voluntarily funded by customer participants. In accordance with RCW 82.16.110(2)(a)(ii), these customers receive a monthly credit on their billing statement based on the project's monthly energy production.

The Net Meter Application Fee covers the overall District costs to review and process each net meter application. The Net Meter Fee covers the cost associated with reprogramming the net meter, the cost of the production meter and production meter installation cost.

See Fee Schedule for a list of fees.

CUSTOMER OWNED METER BASE REPAIR: In order to ensure prompt and safe restoration of service after instances of hot connection damage, the District may, at its discretion, authorize repairs to owner occupied single family residential meter bases. Work will be performed at the District's expense by a licensed electrical contractor and is subject to an inspection by Labor and Industries.

APPEALS PROCESS

APPEALS HEARING PROCESS: A customer has the right to appeal decisions made by the District concerning their account(s). These decisions may include, but are not limited to, disconnection of service, broken payment arrangements, urgent notices, Pay As You Go low balance notifications, or the potential release of a customer's personal data. Prior to requesting a formal appeal, customers are encouraged to speak with Customer Service management, including the Manager of Customer Service, Director of Customer Service, or Assistant General Manager for an informal review of the decision. If the objection cannot be resolved via this discussion, then customers shall utilize the following steps to initiate the appeals process within 30 calendar days of the decision being appealed:

1. The District must receive a customer's written appeal by personal delivery, mail, or email. It must contain a short statement of the decision to be reviewed, the action or relief being requested, and the appropriate contact information for purposes of communication during the appeal process. The appeal shall be addressed to the General Manager at customerservice@bentonpud.org or 2721 W. 10th Avenue, Kennewick, WA 99336.
2. Upon receipt of the appeal, the customer will be contacted within 3 business days and a conference will be scheduled. The customer or their designee(s) must be available to attend in person or by telephone in order to discuss the appeal. An investigation may be conducted by the District in the interim and the findings reported during this conference.
3. If the situation remains unresolved at the conclusion of the conference, then a formal Appeals Hearing will be scheduled. The customer will be provided written notice of the date, time, and place of the Appeals Hearing, which they or their designee(s) must be available to attend. In order to avoid abuse of the process, failing to attend a scheduled Appeals hearing may, at the District's discretion, result in a fee being added to the customer's account as outlined in the fee schedule.
4. For the Appeals Hearing, the General Manager will appoint a Hearing Officer, who shall have authority to administer the District's policies, and a District representative. An internal review committee may also be formed to participate in the Hearing.
5. Following the Appeals Hearing, the customer will receive a written determination by the Hearing Officer. The customer will be considered to have received the District's determination 3 business days after the date of postage, or on the same date if sent via email or personal delivery. Receipt of the District's written determination concludes the appeals process.

If a customer has requested an appeal in compliance with the above requirements, any District action relating to the issue under review will be stayed until the conclusion of the process. Customer account matters not relating to the appeal will not be part of the stay and will continue to be the customer's responsibility. Non-compliance with the appeals process as described, including breaking a payment arrangement, shall remove the customer from the process and subject them to any pending District action, including disconnection or service, without further notice. Non-compliance with the appeals process also precludes further appeal opportunities for the same issue.

See Fee Schedule for a list of fees.

APPEALS TO THE COMMISSION: Customers may also address issues and/or concerns to an individual District Commissioner or to the full Board of Commissioners. Scheduled public

meetings of the Board of Commissioners along with individual Commissioner contact information is available upon request and on the District's website.

RELEASE OF RECORDS: The above appeals process does not pertain to those records the District may be required to release in response to a public records request, court order, search warrant, or discovery request. For more information, please contact the District's Public Records Officer.

CONFIDENTIALITY OF CUSTOMER INFORMATION

CUSTOMER RIGHTS STATEMENT: The District's Customer Rights Statement shares guiding principles for how the District operates and conducts business related to the security, privacy, and use of customer data, and matters of customer choice. Consumer trust is essential to the success of new technologies, and protecting the privacy of customer data is one crucial component of strengthening this trust.

The District collects and uses customer data to perform essential business operations such as operating and maintaining the system, managing outages and processing customer bills. In using this data, the District will conform to applicable laws and regulations intended to keep this information private and secure. Moreover, the District recognizes its responsibilities may appropriately extend beyond these laws and regulations and as such, has developed the following:

District customers have the right to:

1. Privacy
 - a. The District only shares customer information with third parties in order to conduct essential business functions (such as bill processing services). District vendors are held accountable to the same standards regarding the privacy and confidentiality of customer information shared with them.
 - b. The District only shares customer information with the public in compliance with local, state and federal laws. As a public entity, the District seeks to protect the privacy of the customers' personal information in complying with public records requests.
 - Requests for usage information will be provided in compliance with RCW 42.56 and RCW 19.29A. Information provided will be limited to monthly billing data and will not include daily or hourly usage.
 - c. The District will not sell customer information and will obtain customer permission, in advance, if data is to be released for marketing or commercial purposes the customer does not already subscribe to.
 - d. The District is committed to a fair resolution of privacy concerns and provides customers with an appeals process that allows them to voice concerns regarding the release of their information.
2. Data Security and Integrity
 - a. The District only captures data required to conduct business and retain it for only as long as required.
 - b. The District designs security into every data collection, access and transfer point.
 - c. The District will not transmit personally identifiable information over the Advanced Metering Infrastructure network.
 - d. The District implements measures to protect against a loss, misuse, and alteration of the information controlled.
 - e. The District ensures delivery of an accurate bill and/or timely response if an error is discovered.
3. Transparency
 - a. The District conducts business in an open, transparent manner where privacy policies and decisions are available to the public.

- b. The District provides information to customers about all aspects of their account. The District will strive to provide more accessibility for customers through the development of a web portal.
- 4. Customer Choice
 - a. In the event rate design changes are considered, development of such changes will be conducted through an open, public process.
 - b. The District will not implement a Home Area Network that enables customers to monitor and control their own appliances without prior written consent.

PERSONALLY IDENTIFIABLE INFORMATION (PII): Customer data that is considered private or proprietary, or Personally Identifiable Information (PII), includes the following:

1. Names
2. Service addresses
3. Contact information (including telephone numbers, email addresses, and mailing addresses)
4. Online login credentials
5. Social Security numbers
6. Account numbers (including utility account numbers, credit card numbers, bank account numbers)
7. Account balances (including current or past account credit standing)
8. Any information received to identify the customer, such as driver's license, passport, military or student ID, date of birth, or information collected to establish their credit worthiness.
9. Electronic signatures
10. Meter identifier and meter interval/electricity use data that is released in combination with any information included with items # 1-9 above.

The District releases PII to vendors who provide an essential business function, such as bill presentment or administration of an energy efficiency program. The vendor is required to sign a confidentiality and non-disclosure agreement as part of their contract with the District. When PII is released for this purpose, customer permission will not be required.

IDENTITY VERIFICATION BEFORE RELEASING PII: PII will only be provided to those individuals listed on an account as financially responsible, or who are determined to be financially responsible because they are living at the residence and receiving benefit of electric service, or who are authorized to receive such information by the customer of record. To verify their identity, these customers will be prompted for the last 4 digits of their Social Security Number or other acceptable form of identification prior to the release of account information. For additional security, a customer can provide a password to Customer Service to further control the release of their account information. This password is posted on the customer account to alert Customer Service Representatives to use caution when speaking about specific accounts.

DATA SECURITY BREACH: In accordance with RCW 42.56.590, the District shall disclose any breach of security of its systems to any customer whose personal information was, or is reasonably believed to have been, acquired by an unauthorized person. Notice is not required if

the breach is not reasonably likely to cause risk of harm to the customer. A customer has the right to request the District investigate the potential release of their personal data through an appeal.

See Appeals Process for additional information.

USAGE DATA: The District retains the right to monitor usage to ensure the safety and reliability of the distribution system and to identify potential customer equipment malfunctions. This includes usage information in monthly, daily, or hourly increments. All usage data collected will be managed according to the Customer Service Policies.

GENERAL DISTRICT INFORMATION

AMERICANS WITH DISABILITIES ACT (ADA): In accordance with the requirements of the Americans with Disabilities Act (ADA) and state law, it is the District's policy that no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of its services, programs, or activities, or be subjected to discrimination. The policy regarding disability accommodation is available on the District's website.

CUSTOMER RESPONSIBILITY FOR DISTRICT PROPERTY: It shall be the responsibility of the customer to take all reasonable and proper precautions to prevent damage to the District's property on the customer's premises. This shall include meters, instrument transformers, services, connections and any other equipment installed by and remaining the property of the District. In the event the District's property is damaged because of the customer's negligence, the District may collect from the customer the cost of repairs or replacements. The District installs its underground facilities at a depth in excess of applicable codes. It shall be the customer's responsibility to maintain that ground coverage.

REMOVAL OF DISTRICT EQUIPMENT: To ensure public safety and avoid potential unsafe conditions, District equipment installed at a customer premise may not be removed by the customer at any time and can only be removed by qualified District personnel. Equipment removal by the customer, even temporarily, is not allowed and may result in tampering fees. The District has the authority to remove its equipment at any time, including locations where electric service has not been provided for two or more years.

RIGHT OF ACCESS: The District, through its authorized employees or representatives, shall have access to its equipment at all times for the purpose of reading meters, pruning or removing trees/vegetation near District equipment, and testing, repairing or replacing, removing or inspecting any equipment owned by the District. If such equipment is so located that locks must be opened to reach it, the District shall be supplied with keys to such locks or, at the District's option, the District will furnish a lock and key to the customer. Should access be denied, the District reserves the right to discontinue electric service. The customer shall be responsible to keep all obstructions such as fences, buildings and foliage so as not to interfere with the District's facilities and easement rights.

TREE AND VEGETATION MANAGEMENT: The District will prune all trees and vegetation in proximity to its facilities in a manner consistent with good utility pruning practices. If trees or vegetation on customer property interferes with the operation or maintenance of the District's facilities, the District will prune or remove the trees or vegetation to ensure safe and reliable operation of the District's equipment. Customers may be responsible for damage to the District's facilities caused by trees or vegetation on their property. To avoid this, customers are encouraged to contact the District for assistance and planting guidelines.

In order to ensure customer safety, under no circumstances should customers trim vegetation around any energized overhead lines, secondary lines, or other equipment without first contacting the District. While customers are responsible for pruning and/or removing trees or

vegetation growing into secondary or service lines that go directly to a home or business, as well as any that interfere with the District’s access to underground electrical facilities, the District will disconnect and reconnect services at no cost during regular business hours in order to allow customers to perform this maintenance safely. To schedule this service, customers must contact the District at least two business days in advance.

FUEL MIX: Fuel mix disclosure content in accordance with RCW 19.29A.060. Data sourced from Department of Commerce annual reporting. Fuel type of “Unspecified” includes Benton PUD’s market purchases when contracted resources are not sufficient to meet load and Benton PUD’s allocation of Bonneville Power Administration’s market purchases. Benton PUD may not know the specific generation resource for its market purchase transactions as counterparties are not required to disclose the specific generation resource at the time of transaction.

Fuel Type	2022 Reporting Year	4-Year Average
Biogas	1.53%	1.16%
Biomass	3.77%	1.46%
Coal	0.00%	0.00%
Hydroelectric	72.45%	75.05%
Natural Gas	0.57%	0.82%
Nuclear	9.30%	9.73%
Petroleum	0.00%	0.00%
Solar	0.00%	0.00%
Unspecified	6.06%	5.04%
Wind	6.32%	6.74%
TOTAL	100%	100%

HOURS OF OPERATION & FEE SCHEDULE

BUSINESS HOURS

7:30 AM – 5:30 PM Monday - Thursday

AFTER HOURS

5:30 PM – 7:30 AM Monday - Thursday
All hours Friday, weekends, and holidays

<i>Start Service</i>	\$15
<i>Late Fee</i>	1%
<i>Urgent Notice</i>	\$2
<i>Returned Payment</i>	\$25
<i>Disconnect/Reconnect due to Non-Payment</i>	\$15
<i>Seasonal Disconnect Reconnection Fee (If site visit is required to manually disconnect or reconnect meter)</i>	\$380
<i>Installation/Removal of Load Limiting Device</i>	\$15
<i>Load Limiting Device Test – Field Test during Business Hours</i>	\$50
<i>Load Limiting Device Test – Field Test during After-Hours</i>	\$200
<i>Meter Tampering/Self Connection</i>	\$300 or actual cost
<i>Advanced Meter Opt Out</i>	\$15/month
<i>Appeal Hearing</i>	\$70
<i>Net Meter Application</i>	\$100
<i>Net Meter</i>	\$335
<i>Net Meter Reinspection</i>	\$150
<i>Home Energy Tune-Up – First Audit in 12 Month Period</i>	No charge
<i>Home Energy Tune-Up – Multiple Audits in 12 Month Period</i>	\$49.95
<i>Customer Requested Temporary Service Disconnects – Business Hours</i>	No Charge
<i>Customer Requested Temporary Service Disconnects – After-Hours</i>	\$200 or actual cost
<i>Meter Test</i>	\$25
<i>Multi-Tenant Meters – Field Visit</i>	\$250 or actual cost