

Utility Service Regulations

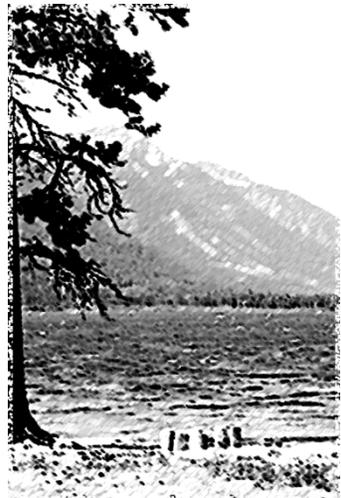


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UTILITY SERVICE REGULATIONS – INTEGRATED UTILITY

1. PREFACE

It is the intent of the District to provide through these Utility Service Regulations written information for the Customer, electrical and building trades, employees and representatives of the District to achieve efficient and safe Electrical, Telecommunication, Water and Wastewater Service and to ensure that all Customers of the District receive uniform and equitable consideration.

The District operates as an integrated Electric, Telecommunication, Water and Wastewater utility. Where regulations are applicable in common to each utility they will be referenced as Utility Service Regulations. Where specific to a utility they will be identified as such.

The District operates certain Water and Wastewater Systems in accordance with U.S. Department of Agriculture policy, which prohibits discrimination on the basis of race, color, sex, age, handicap, religion, or national origin. Any person who believes they have been discriminated against in any USDA-related activity should write to: Under Secretary, Rural Development, Washington, D.C. 20250.

The District has lawfully adopted these Utility Service Regulations through action by its Board of Commissioners.

2. DEFINITIONS

Words and phrases are defined throughout these Utility Service Regulations. The following terms wherever used in any of these Utility Service Regulations, the District's Rate Schedules, the District's Policies and in any application or Contract for Electric, Telecommunication Infrastructure, Water or Wastewater Service, shall have the following meanings, unless otherwise clearly stated:

Account

Contains information that is required to produce a bill from the District for Utility Services. Accounts can have one or more Service Agreements. Accounts do not expire and a Customer can keep the same Account for as long as they do business with the District.

Actual Costs to the District

Includes base labor costs, taxes, insurance, benefits, supervision and overhead on labor costs; replacement cost of materials, equipment costs, overhead on material and equipment costs; and all related costs borne by the District.

Biochemical Oxygen Demand (BOD)

The quantity of oxygen required in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20° [Celsius](#).

Board

Board of Commissioners of Public Utility District No. 1 of Chelan County, Washington.

Building Drain

The lowest horizontal piping of a drainage system which receives the discharge from waste and drainage pipes inside the walls of the buildings and conveys it to the Service Lateral, beginning four (4) feet outside the building wall.

Contract

A written or verbal agreement between the District and one or more Customers to provide District facilities and/or Utility Service.

Cross-Connection

Any connection between any part of the Water System used or intended to supply water for drinking purposes and any source or system containing water or substance that is not or cannot be approved as safe, wholesome and potable for human consumption.

Customer

Any individual, firm or organization that purchases Utility Service at one or more locations under one or more rate classifications, Rate Schedules or Contracts.

Demand

The maximum rate of delivery of electric Energy during a billing period, in kilowatt (KW) measurement, registered by an integrating Demand meter over a 15-minute period or such longer period as may be specified in the Rate Schedules or special Contract applicable to the Electric Service being furnished.

The volume of water withdrawn from the District's water system.

District

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

District Standard Practices

A connection service guide, incorporated by this reference herein, as now exists or as may be hereafter amended, setting forth all of the District's specifications, requirements, details, standards and practices for various utility construction activities. Copies are available in the District's offices during regular business hours and on the web at www.chelanpud.org.

Electric Service

The availability of electric Energy at a point of delivery for use by the Customer, irrespective of whether electric Energy is actually used.

Electric Service Facilities

The lines, conduits, ducts, poles, wires, cables, fiber optic cable, Premises Gateway Devices, crossarms, receivers, transmitters, instruments, machines, appliances, instrumentalities and all devices, real estate, easements, apparatus, property, and routes used, operated, owned, or controlled by the District to facilitate the provision of Electric Services.

Electrical Service Requirements

A connection service guide, incorporated by this reference herein, as now exists or as may be hereafter amended, setting forth all of the District's specifications, requirements, details, standards and practices for Electric Service connections including Telecommunications Infrastructure. Copies are available in the District's offices during regular business hours and on the web at www.chelanpud.org.

Energy

Electric Energy measured in kilowatt-hours (KWH).

Fees and Charges

List of one-time Fees and Charges based on recovering Actual Costs to the District for providing that service as set forth in the District's [Fees and Charges](#) and as may be revised.

Garbage

Garbage is solid wastes from the preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.

High Strength Wastewater

Wastewater with BOD or total Suspended Solids exceeding 250 mg/l, total nitrogen exceeding 50 mg/l or total phosphorus exceeding 10 mg/l.

Industrial Wastes

The liquid wastes from industrial processes as distinct from sanitary Wastewater.

Main

The pipe, usually two (2) inches inside diameter or larger, laid in a street, road, alley or easement and running approximately parallel to the street, road or alley, which is owned and maintained by the District for the distribution of water to Customers through the service line.

Manager

General Manager of Public Utility District No. 1 of Chelan County, Washington.

Multi-Family Units

Duplexes, apartments, trailer courts and properties with more than one dwelling on the same Premises and under one ownership that are served by a single Water or Wastewater connection or meter.

Natural Outlet

Any outlet into a Watercourse, pond, ditch, lake, or other body of surface or ground water.

pH

A symbol for the degree of acidity or alkalinity of a solution. Pure distilled water has a pH of 7 and is regarded as neutral. pH values from 0 to 7 indicate acidity, and pH values from 7 to 14 indicate alkalinity.

Personal Guarantee

A District form requiring a Customer to guarantee payment for District services when a Customer is a Corporation, Limited Liability Company (LLC), or other legal entity where Utility Service obligations and debts are legally separate from the stockholder or member. The District will require a Personal Guarantee to be signed by a principal(s) of said entity prior to Utility Service being initiated.

Point(s) of Delivery

The point of attachment of the District's electric conductor to the Customer's conductor without regard to location of the District's metering equipment. In all cases, the District shall designate the appropriate Point(s) of Delivery to supply Electric Service.

Premises

Houses, buildings, structures, wind machines, irrigation pumps at a service location at which there is one or more approved Point(s) of Delivery. Multiple Points of Delivery to Premises must be approved by the District in accordance with these regulations.

Premises Gateway Device

A device installed on the Customer's Premises, at a location determined by the District, in which the District's fiber-optic cable terminates. The device has portals that may be used by the District for meter reading and other utility purposes. The device also has portals that may be used by Customers to receive telecommunications services from Third-Party Service Providers.

Properly Shredded Garbage

The wastes from the preparation, cooking, and dispensation of food that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in Public Sewers, with no particle greater than 3/8-inch in any dimension.

Public Sewer

Public Sewer is a Sewer that is owned and controlled by the District.

Rate Schedules

Electric, Telecommunication, Water, and Wastewater Rate Schedules as established by the Board. Copies are available in the District's offices during regular business hours or online at www.chelanpud.org.

Remote Disconnect Device

A device installed on a meter that is programmed to work by a remote signal to connect and disconnect service.

Sanitary Sewer

A Sewer which carries Wastewater and to which storm, surface, and ground waters are not intentionally admitted.

Septic Tank Effluent Pump (STEP) System

The combination of the septic tank, pump(s), Electric Service, control system and the force Main to collection Main used in a Wastewater System.

Service Agreement

A Contract between the District and the Customer. It contains information that controls how the bill will be calculated for the particular service. Each type of service provided to a Customer will have a separate Service Agreement. A Service Agreement is linked to an Account.

Service Lateral

The line conveying Wastewater from a Wastewater Main or STEP tank to the building including the cleanout at the right-of-way or STEP tank. The Customer-installed lateral shall be installed to Chelan/Douglas County Health Department and District Standard Practices.

Sewer

A pipe or conduit for carrying Wastewater.

Storm Sewer

A Sewer which carries storm and surface waters and drainage, but excludes Wastewater and polluted Industrial Wastes.

Suspended Solids

Solids that either float on the surface of or are in suspension in water, Wastewater, or other liquids, and which are removable by laboratory filtering. Typically, a TSS of 250 ppm is in the base rate as referenced in the [Wastewater Rate Schedules](#).

System Development Charges (SDCs)

Payment by Customer prior to connection to offset a portion of the total facility costs necessary to provide service.

Telecommunications Infrastructure

District-owned telecommunication facilities, including but not limited to Premises Gateway Devices, which are part of and serve the District's Electric Service Facilities and which are located on the Customer's Premises for use by the District and/or the Customer, irrespective of whether the Customer utilizes Third-Party Service Providers. The District only provides the Telecommunications Infrastructure and may use the Telecommunications Infrastructure for utility purposes. Actual telecommunications services to Customers, such as but not limited to voice, video and internet bandwidth must be provided by Third-Party Service Providers.

Tester

A water backflow assembly Tester certified by the Washington State Department of Health and approved by the District.

Third-Party Service Providers

Service providers which, pursuant to RCW 54.16.005 and 54.16.330, are authorized to provide telecommunications services to the general public and/or are Internet service providers and have entered into agreements with the District to provide telecommunications services to District Customers through the District's Telecommunications Infrastructure. These agreements are subject to Utility Service Regulations, as now exist or as may be hereafter amended.

Utility Service

Any separate service or combination of services including Electric, Water, Wastewater or Telecommunication Services and/or Telecommunications Infrastructure provided by the District to Customers or Third Party Service Providers, as may be applicable.

Water Consumption

Water usage, measured in gallons.

Water Service

The availability of water at a point of delivery for use by the Customer, irrespective of whether water is actually used.

Water Service Installation

All piping and fittings from the Main to and including the water meter assembly and vault. The District will retain meter ownership. All piping on the Customer side of the meter is the Customer's responsibility.

Watercourse

A channel in which a flow of water occurs, either continuously or intermittently.

Wastewater

A combination of the water-carried wastes from the residences, business buildings, institutions, and industrial establishments.

Wastewater Service

The availability of Wastewater disposal by the Customer, irrespective of whether Wastewater is actually discharged. The District will own and maintain the lateral, referred to as the District Service Lateral, from the Wastewater Main to the cleanout at the property line or STEP tank.

Wastewater Service Installation

All piping and fittings from the building to the Main collection line cleanout or STEP tank cleanout. All piping beyond the service line cleanout, or STEP tank, is the Customer's responsibility. The Customer will own and maintain the lateral, referred to as the Customer Service Lateral, from the pipeline cleanout or STEP tank to the building.

Wastewater System

All Wastewater Service connections, collection lines, manholes, pump stations, force Mains and appurtenances, and treatment equipment used, operated, owned, or controlled by the District to facilitate the provision of Wastewater Services. In some systems it may also include a STEP System.

Water System

All water source and supply, transmission, pipelines, booster pump stations, distribution Mains and appurtenances, vehicles and materials storage facilities, service connections, pump stations, force Mains and appurtenances, and treatment equipment used, operated, owned, or controlled by the District to facilitate the provision of Water Services.

3. SCOPE

These Utility Service Regulations are a part of all oral or written Contracts for furnishing and receiving Utility Service. By accepting Utility Service, the Customer understands and accepts the terms and conditions of these regulations. Copies are available in the District's offices during regular business hours or online at www.chelanpud.org.

4. REVISION

These Utility Service Regulations cancel and supersede all previous regulations. They may be revised, supplemented or otherwise modified only by action of the Board. However, the Manager has the authority delegated by the Board to make non-substantive corrections and editorial changes for clarification without Board approval. In

an emergency situation, the Manager may make such reasonable modifications as are deemed necessary.

5. CONFLICT

In case of conflict between the provisions of any Rate Schedules or special Contract and these Utility Service Regulations, the provisions of the Rate Schedules or special Contract shall control.

6. APPLICATION AND CONTRACT FOR SERVICE

Any individual, firm or organization desiring to purchase Utility Service from the District shall make application in person at the offices of the District or by phone.

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

The Applicant shall describe the Premises where such Utility Service is desired, and all pertinent information covering type, class, and other applicable characteristics. The Applicant shall include the physical address such as house number as assigned by the city or county and mailing address if different. Customers have an option of providing an email address for receiving their monthly bill statements electronically via email. Once this application process is completed, the Customer agrees that these Utility Service Regulations and other requirements of the District shall constitute a Contract on the part of the Customer making application to pay for the Utility Service applied for at the rate, in the manner, and for the time specified in such Contract. The District reserves the right to charge and collect the rates provided for in its Rate Schedules and to change said rates at any time by resolution of the Board. The District may require additional Contracts and information as deemed necessary by the District. Utility Service based on an application that provided inaccurate, incomplete, or misleading information to avoid a particular Rate Schedule or applicable regulations is unauthorized service and is considered defrauding the District and/or theft against the District. The District may disconnect such unauthorized service pursuant to Section 12, Connection and Disconnection of Service, and may refer the matter to authorities for further prosecution.

If a Customer is a corporation or LLC, the District will require a Personal Guarantee to be signed by a principal of said entity prior to Utility Service being initiated. In lieu of a Personal Guarantee, the District may allow or require a substitute form of security or collateral in an amount, form and term determined acceptable by the Managing Director of Customer Utilities. The required form and term of security or collateral posted will be subject to review by the District on an annual basis and revisions may be required. Security provided under this section shall not be subject to Section 8 hereof.

By receiving Utility Service the Customer is bound by the terms and conditions of these Regulations and other policies, procedures and District Standard Practices.

7. LANDLORD AGREEMENT

Landlords of rental residences may enter into the District's landlord agreement at the discretion of the District. The intent of a landlord agreement is to provide a courtesy

arrangement for landlords of rental houses, apartments, housing complexes, offices and similar facilities for uninterrupted power and water during the interim period between tenants, for the purpose of renovation and showing.

Upon request of termination by the tenant of a residence covered by a landlord agreement, the Customer's Service Agreement will be transferred into the landlord's name and will remain in service. If the tenant leaves without notification to the District, it is the landlord's responsibility to advise the District. The landlord shall be responsible for any usage from the time of the tenant's termination of Utility Service until the Service Agreement is transferred to a new tenant.

There will be no charge to the landlord for initially entering into a landlord agreement or for adding premises addresses to an existing agreement. No service charge will be required when a premises covered under a landlord agreement is transferred to a landlord or when service is turned on in a landlord's name.

The landlord may remove any rental unit from the landlord agreement billing program by contacting the Customer Relations Department. A rental unit may be reinstalled on a landlord agreement billing upon request of the landlord at the discretion of the District. The District may cancel a landlord agreement at the District's discretion.

A. "72-Hour Agreement"

If the Utility Service is in the name of the landlord and the landlord requests disconnection of service at an address where a tenant resides, the landlord will be required to sign a "72-Hour Agreement." Utility Service will not be disconnected for three (3) business days in accordance with the "72-Hour Agreement."

The District will make a reasonable effort to contact the tenant prior to disconnection. Should the landlord rescind the original "72-Hour Agreement" after a service call has been initiated, the landlord will be held financially responsible for costs associated with the set-up of the "72-Hour Agreement" and the service call as set forth in [Fees and Charges](#).

8. SECURITY DEPOSITS

At the time of applying for Utility Service, the District will determine whether a deposit is required before connection of Utility Service. Additional deposits may be required after service connection has been made as provided herein. Security deposits do not apply to the Third-Party Service Providers utilizing the District's Telecommunications Infrastructure as those deposit requirements are separately set forth in appropriate agreements.

A. RESIDENTIAL CUSTOMERS

i. Deposit Requirements

Residential Customers may be required to pay a deposit when the following conditions are present as determined by the District in its sole discretion:

1. Unsatisfactory payment histories including prior unpaid District Utility Service Account balances.

2. Any ownership situation where the District, in its sole discretion, is reasonably concerned about assuring future collection taking into consideration factors, including but not limited to, unclear or informal tenancies, metering issues and/or metering placement.
3. If the Customer has provided inaccurate information to the District; violated any of the District's policies, regulations and/or Rate Schedules; or has damaged any District-owned equipment.
4. If the Customer has violated any state and/or local laws or regulations relating to the District Utility Services.

ii. Amount of Security Deposit

For Residential Customers the security deposit will be \$100.00 for each meter or service. For Residential Customers who have made changes in load without prior approval as required by Section 41, the security deposit will be \$1,000.00 for each meter or service. The security deposit shall be payable to the District at the time of application and shall be paid prior to connection of service.

iii. Refund of Security Deposit and Use of Deposit by the District

If a Customer establishes a favorable record of payment to the District, the District will apply the security deposit to the Account at the expiration of a twelve (12) consecutive-month period from receipt of security deposit. The District will retain security deposits collected due to unapproved changes in load for such time as the District deems appropriate but not less than twelve (12) months.

When Utility Service has been terminated, the District, at its discretion, will use the security deposit of a Customer as a credit against past due Accounts and charges due the District by the same Customer.

Any refund or credit will be made to the Customer listed on the District's account. It is the obligation of the Customer who has been receiving Utility Services or will receive Utility Services in the future, due to change of circumstances (i.e., dissolution of marriage; change of ownership), to notify the District of any change in accordance with Section 11, Change of Occupancy.

iv. Transfer of Security Deposits

If a Customer with a security deposit terminates service at one location and requests Utility Service at another location, the District will retain the security deposit for the new location.

v. Interest

Security Deposits will not accrue interest.

B. NON-RESIDENTIAL CUSTOMERS

i. Deposit Requirements

Non-Residential Customers will be required to pay a security deposit when any of the following conditions are present as determined by the District in its sole discretion:

1. No payment history with the District or unsatisfactory payment histories (including prior unpaid District Utility Service Account balances) by the Customer or affiliated entity, corporation, LLC and/or partnership.
2. Any ownership situation where the District, in its sole discretion, is reasonably concerned about assuring future collection, taking into consideration factors including but not limited to, unclear or informal tenancies, metering issues and/or metering placement, and uses that may be transient in nature.
3. If the applicant is unable to meet the Personal Guarantee or collateral requirements of Section 6, Application and Contract for Service.
4. If the Customer provides or has previously provided inaccurate information to the District; violated any of the District's policies, regulations, and/or Rate Schedules; or has damaged any District-owned equipment.
5. If the Customer has violated any state and/or local laws or regulations relating to District Utility Services.

ii. Amount of Security Deposit

For Non-Residential Customers, the security deposit will be based on the highest monthly billed amount for consistent use, multiplied by a factor of two (2). If there is no applicable billing history or if there is a change in potential load, the District may use an estimated highest monthly billed amount, multiplied by a factor of two (2), in its sole discretion. The security deposit shall be payable to the District at the time of application and shall be paid prior to connection of service, unless a payment arrangement has been agreed upon by the Customer and the District.

If the actual monthly bill is different than the previously estimated monthly billed amount, the District in its sole discretion may increase or decrease the security deposit calculated herein.

Further, at the District's sole discretion, the District may increase or decrease the security deposit if any of the conditions noted above in subsection (i) change.

iii. Use of Deposit by the District

When Utility Service has been terminated, the District, at its sole discretion, will use the security deposit of a Non-Residential Customer as a credit against Utility Service past due amounts and charges due to the District by the Non-Residential Customer. The remaining amount of the security deposit (less any payments to the District for amounts due and owing) will be refunded to the Non-Residential Customer within thirty (30) days of the termination of Utility Service. Any refund or credit will be made to the Non-Residential Customer listed on the District's account.

iv. Transfer of Security Deposit

If a Non-Residential Customer with a security deposit terminates Utility Service at one location and requests service at another location, the District will retain the

security deposit and will apply the same to the new location. The amount of the security deposit may be adjusted per subsection (ii) above.

v. Interest

Security deposits will not accrue interest.

9. METER READING, BILLING, ESTIMATE/ CORRECTIONS AND ADJUSTMENTS

Meters shall be read and bills rendered at monthly or other intervals at the option of the District. The District may alter or reroute its meter reading and billing cycle date when such alteration or rerouting is in the best interest of the District. Meter readings shall be made on the same cycle date, as nearly as possible, during each monthly, bimonthly or other interval, provided, however, that a seven-day variation in reading periods caused by holidays, Saturdays, Sundays and differences in lengths of calendar months shall not be construed as a change from a normal monthly or bimonthly interval.

The District will estimate meter readings for billing purposes to accommodate monthly billing, during unscheduled read periods, or when weather conditions make reading of meters impractical or impossible. The District may estimate meter readings when its meter reader is unable to gain access to the Premises during a regularly scheduled meter-reading trip, when the meter has been tampered with or is not functioning properly, or when circumstances beyond the control of the District make reading of meters impractical or impossible. Customers whose meters cannot be read due to an obstruction will receive a written notice. If this obstruction is not removed within a reasonable time after the notice is given, the District will remove the obstruction and charge the Customer's Account for all costs associated with such work.

When consumption has been estimated, the next actual meter read will be used to recalculate charges. Charges will be adjusted on the basis of the ratio that the actual period bears to the normal monthly billing interval. Opening or closing bills, or bills reflecting meter-reading route schedule changes, which may be for greater or lesser periods than the normal one-month interval, will be calculated in the same manner.

When it has been determined that a Customer has received or has caused unmetered, improperly or inaccurately metered Utility Service, the District may render bills for such Utility Service based on its estimate of the Utility Service actually furnished for the full period during which the Utility Service was unmetered or improperly metered, plus an investigative charge if Utility Service diversion is indicated as set forth in Section 22, Revenue Protection.

Should one Customer be billed for a Utility Service actually furnished to another person or entity because of misidentification of the meter or address through which the Customer has received Utility Service, the Customer's Account will be credited for Utility Service and billed in accordance with applicable law. The Customer will be charged for all Utility Service actually furnished in accordance with applicable law.

Bills will be mailed by the District to the billing address furnished by the Customer. Customers have an option to receive their monthly bill statements electronically via email. Failure to receive a bill will not release the Customer from obligation of payment when due. Bills and other notices sent to the billing or email address provided by the Customer will be deemed to be received by the Customer. It is the Customer's responsibility to notify the District of any mailing or email address changes.

If the amount of any closing bill is less than \$1, the District may elect to cancel the charge or the amount owing and may also elect not to refund credit balances on closed Accounts less than \$1.

Third-Party Service Providers are solely responsible for billing the Customer for Customer's use of the District's Telecommunications Infrastructure through Third-Party Service Providers. The District does provide Telecommunications Infrastructure to the Customer's Premises for District use and for the Customer's use through Third-Party Service Providers. The District does not impose any charges to the Customer for use of the Telecommunications Infrastructure.

10. PAYMENT OF BILLS AND DISCONNECTION OF SERVICE

A. Monthly Accounts

All District bills are due and payable when issued.

B. Past Due Reminder

On the following monthly bill, a past due reminder will be included referencing the unpaid balance from the previous billing.

C. Late Payment Charge

If payment is not received in full at the District office by the 45th day after the issue date shown on the billing statement, the Account will be assessed a late payment charge as set forth in [Fees and Charges](#).

E. Returned Check Charge

A returned check charge shall be applied to a Customer's Account for which payment has been received by any check or legal tender which is subsequently returned to the District. Any Customer with an Account pending disconnection of service for nonpayment of a bill and who has two or more returned check charges in the last 12 months will be required to pay by cash only as set forth in [Fees and Charges](#).

D. Disconnection Notice

If the Customer's bill is not paid within 45 days after the issue date shown on the billing statement, the District shall send a disconnection notice to the Customer's last known address by first-class mail. Said disconnection notice shall contain the following information:

1. If Customer is unable to pay the full amount or disputes the amount of the bill, he or she has the right to an informal conference at the District's main office.
2. Unless the Customer pays the full amount due or makes satisfactory payment arrangements with the District within seven days of the notice date, the Utility Service may be disconnected.
3. Utility Service will be restored provided the Customer pays the past due Account in full or makes other arrangement satisfactory to the District and, in addition, pays the fees in accordance with Section 13, Service

Connection Charge, Connection and Reconnection as set forth in [Fees and Charges](#).

4. The Customer will be advised that he or she may qualify for protection from disconnection of Electric Service for nonpayment of the electric bill from November 15 through March 15 provided the Customer meets the conditions set forth in RCW 54.16.285.
5. Payment may be made at any District office in person, online, or by phone.
6. Any Customer with an Account pending disconnection of service for nonpayment of a bill and who has one or more returned-check charges in the last 12-months may be required to pay by cash only.
7. If District personnel visit the service address to enforce a disconnection notice or other collection or payment arrangements, regardless of whether the service is disconnected, the Customer may be assessed a service fee as set forth in [Fees and Charges](#).

E. Disputed Bills

1. Informal Conference

A Customer who disputes the amount of their bill, or is unable to pay the full amount of the bill due to temporary financial difficulties, shall have the right to an informal conference in person or by telephone with designated employees of the District's Customer Relations Department on any business day prior to the date shown on the disconnection notice. Said designated employees shall have the authority to make arrangements with the Customer for a deferred payment schedule of the particular bill.

2. Adjustments of Disputed Bills

The designated Customer Relations Department employee shall review and recommend adjustments concerning the amount of the bill. Decisions concerning the adjustments of disputed bills shall be made by supervisory personnel designated by the Manager.

3. Temporary Financial Difficulties

The designated Customer Relations Department employee shall make a reasonable effort to arrange a reasonable and feasible deferred payment program for a Customer with a bonafide temporary financial difficulty that makes it impossible to pay the full amount of the current bill. Said deferred payment program shall be based upon a number of factors, as determined appropriate by the District, including the size of the delinquent Account, the length of time the bill has been owed, and other relevant factors presented by the Customer that may include the Customer's ability to pay. However, the District shall not be required to enter into a deferred payment program arrangement with a Customer.

Also, in evaluating whether the financial difficulties of a particular Customer are temporary, the Customer Relations employee may consider the credit history of the Customer as well as other appropriate factors. For example, a Customer who has been unable to pay a bill on numerous

occasions may be considered a repetitive credit problem and the Customer's financial difficulties may not be considered to be temporary.

4. Process

The process described above shall be informal. The Customer may appear in person in the District's main office in Wenatchee, or may confer by telephone. Informal conferences shall take place Monday through Friday during normal business hours.

The Customer shall be entitled to present his or her position to the District's designated employee. The District shall advise the Customer of the reasons for the District's determination.

F. Appeal from Informal Conference

The Customer shall have the right to appeal the determination of the informal conference to a hearing officer.

1. Hearing Officer

The hearing officer and any deputy or assistant hearing officers shall be management-level employees of the District and shall be selected by the Manager for the purpose of hearing appeals. Such individuals should not be employed in the Customer Service Division.

2. Notice of Appeal

Any appeal by a Customer must be made to the hearing officer within three business days following the determination of the informal conference. The appeal may be made in writing, orally, in person or by telephone.

3. Hearing Procedure

The Customer shall have the option of a personal hearing before the hearing officer in the District's main office, or, alternatively, a telephone conference call with the hearing officer and the appropriate District personnel. The hearing must take place during regular business hours Monday through Friday and within ten (10) business days of the determination of the informal conference. If the Customer requests it, a record will be made of the proceedings. The hearing officer may use a tape recorder or other means of preserving a record deemed appropriate; the Customer may provide, at his or her own expense, a court reporter or supplemental means of providing a record. The Customer shall have the right to counsel at the Customer's sole expense. The Customer shall open the hearing with a statement of the nature of the appeal and shall present whatever evidence the Customer deems relevant. The Customer shall have the right to examine the records of the District relating to his or her Account. After the Customer has completed presenting the appeal, the appropriate District personnel shall provide the District's position. The Customer shall have the right to rebuttal.

4. Written Decision

The hearing officer shall provide the Customer with a written decision setting forth:

- a. the nature of the Customer's appeal.
- b. the decision of the hearing officer.
- c. the reasons for the decision of the hearing officer.

The written decision shall be sent to the Customer's last known address and deemed received by the Customer five (5) business days after the date of mailing by the District.

5. Disconnection Under Appeal

Except for reasons other than non-payment of monthly billings, service will not be disconnected while an appeal is pending provided the Customer has complied with the above procedural requirements. Receipt of the decision shall be deemed to occur either (a) upon personal delivery of the decision to the Customer or (b) five (5) business days after the date of mailing, whichever occurs first. If the Customer fails to take the action required by the hearing officer, including payment of a past due bill, or if the Customer refuses to accept receipt of the hearing officer's decision, the District may disconnect service without further notice to the Customer.

G. Notice after Disconnection

At the time of disconnection requiring a field visit there shall be left with the Customer, personally or upon the doorknob, a notice which shall contain information regarding restoration of Utility Service.

H. Remote Disconnect Device

It is at the sole discretion of the District whether to install Remote Disconnect Devices on a Customer meter. Typically these devices are installed for efficiency, safety and or credit and collection purposes. For Customers who have this device installed restoration information has been provided to them as part of the installation process. The District will make reasonable attempts to give the Customer notice prior to disconnection.

I. Payment after Notice of Disconnection

Payments made to the District in person, online, by phone or by mail after the disconnection notice has been mailed by the District shall not prevent disconnection of the delinquent Account unless such payments are received at a District office prior to the date of scheduled disconnection as stated in the disconnection notice or in the written decision of the hearing officer.

J. Collection of Unpaid Accounts

The District may employ any and all reasonable methods for collecting unpaid Accounts including assignment to collection agencies or direct suit against the delinquent Customer. In accordance with RCW 19.16.500, a reasonable fee may be added to the debt to recover the collection agency's fees.

K. Insolvent Customer

If the District believes a Customer is insolvent, is in financial difficulty, or is considering bankruptcy, the District may take appropriate action to secure payment of previous and present charges for Utility Service. Such action may include obtaining an adequate security deposit, requiring a Personal Guarantee, collecting payment personally on a daily or weekly basis, or such other actions as the District's Manager believes are necessary and reasonable under the circumstances. The District will not alter, refuse or discontinue Utility Service to or discriminate against the Customer solely on the basis of the commencement of a case under 11 USC 101, et seq., or solely on the basis that a debt owed by the Customer to the District for Utility Service rendered before the order of relief was not paid when due. However, the District, at its discretion, may alter, refuse or discontinue Utility Service if neither the Customer nor the Customer's representative, within twenty (20) days after the date of the order for relief, furnishes adequate assurance of payment, in the form of a deposit or other security, for Utility Service after the date of a petition for bankruptcy relief.

11. CHANGE OF OCCUPANCY

Notice of change of occupancy or legal responsibility for billing to any Premises being served by the District shall be provided to the District by the owner, landlord or tenant within a reasonable time prior to such change. The outgoing Customer will be held responsible for all Electric Service supplied until such notice has been received by the District.

12. CONNECTION AND DISCONNECTION OF SERVICE

The District may refuse to connect or may disconnect Utility Service for good cause, including but not limited to, failure to provide accurate and complete Customer identification, failure to provide accurate and complete information, including but not limited to information provided on the service application and other documents, violation of any of the District's regulations, policies, Contracts or Rate Schedules, failure to pay a deposit when requested, failure to pay Utility Service charges when due as previously outlined in these regulations, violation of Contract provisions or any Rate Schedule, unlawful diversion of Utility Service, nonpayment of a conservation loan, line extension, or upon the receipt of written instructions from the proper authorities for violation of municipal, state or national electrical codes. The disconnection of Utility Service for any cause shall not release the Customer from their obligation to pay for Utility Service received or amounts specified in the District's Utility Service Regulations, Rate Schedules or any written Contract with the Customer. The District will also refuse to serve loads which are detrimental to the District's Electric Service Facilities or Utility Service being rendered to other Customers. The District will restore Utility Service in accordance with Section 13, Service Connection Charge, Connection and Reconnection after all issues have been resolved and payments made.

For disconnection of service due to non-payment of monthly billings, the District will provide notice and dispute process as required in Section 10. In all other situations set forth in this Section 12, the District shall, before disconnection, attempt to give the Customer reasonable notice of such disconnection and the appeal process set forth in Section 10. F. will be applicable for such Customer disconnections.

13. SERVICE CONNECTION CHARGE, DISCONNECTION AND RECONNECTION

A. Service Connection Charge

A Service Connection Charge is to be assessed to offset costs of each service application set up and is to be included as a charge on the first bill as set forth in [Fees and Charges](#).

The Service Connection Charge does not apply in the following cases:

1. Initial meter installation for permanent service to the Premises.
2. Name changes involving conditions where a spouse applies or assumes a former spouse's Account.
3. Whenever a change order is used to change the Account of a Customer into the name of an estate and regular billing dates are not affected.
4. Whenever a landlord or agent assumes responsibility for service prior to disconnection of service.
5. Whenever an Account has been disconnected for nonpayment and has been reconnected subject to a reconnection charge.

The basis for each exception must be indicated in District records.

B. Seasonal Disconnect/Reconnection Charge

For Customer-requested reconnections to a Premises previously served by the District and disconnected seasonally, the District will schedule the reconnection during normal operations within five (5) business days of the request. If the Customer requests a reconnection be made sooner than five (5) business days, the District may charge the After Hours Connection charge to accommodate such a request in addition to the standard Service Connection Charge as set forth in [Fees and Charges](#).

If a Customer requests more than one seasonal disconnect/reconnect per year, the District may charge the seasonal disconnect/reconnect charge as set forth in [Fees and Charges](#). The seasonal disconnect/reconnect charge does not apply to Irrigation Service (Rate Schedule 5), Frost Protection Machines (Rate Schedule 6) or any Wastewater Service.

The District offers a remote disconnect/reconnect device that can be installed on the Customer Premises at the Customer's expense as set forth in [Fees and Charges](#). For such Premises installations the Customer can request reconnection during normal business hours and same day service will be provided with only the Service Connection Charge being applied.

C. After-Hours Connection Charge

There may be an After-Hours Connection Charge in addition to the Service Connection Charge, for a Customer requested connection of service after normal working hours, to Premises previously served by the District as set forth in [Fees and Charges](#).

D. Reconnection Charge

Whenever service has been disconnected for noncompliance with these regulations, for nonpayment, or for fraudulent use, the Utility Service will not be reconnected until the situation requiring such action has been corrected to the satisfaction of the District. Reconnection is to be made during regular business hours Monday through Friday as set forth in [Fees and Charges](#).

If a Customer or the Customer's contractor transfers an existing secondary Electric Service to a new Electric Service, reconnects an Electric Service which was previously disconnected or cuts a meter seal without prior authorization from the District, an unauthorized reconnection charge(as stated in Utility Service Regulations Section 23) shall be paid by the Customer as set forth in [Fees and Charges](#).

14. MAILING AND RECEIVING DISTRICT COMMUNICATIONS

All correspondence, bills and notices relating to items covered in these Utility Service Regulations shall be sent by regular mail except where specifically provided otherwise. Also, such communications may be delivered electronically via email or personally. Customers shall provide proper mailing addresses and means of receiving mail. Failure of a Customer to provide proper addresses or a means of receiving mail shall render the Utility Service subject to disconnection under the same notice, disconnection and appeal provisions set forth in Section 10, Payment of Bills and Disconnection of Service. Receipt of a mailed notice to a Customer shall be deemed to occur five (5) business days after the date of mailing by the District.

15. TRANSFER OF PREVIOUS UNPAID ACCOUNTS

A. The District may transfer to an existing or new Utility Service Account any unpaid charges for Utility Service or conservation loan previously rendered to the same Customer at any other location in the District's service area. Such transferred balance shall be considered part of the Customer's obligation to the District as though the previous unpaid balance had been incurred at the present service address. The District may permit arrangements for payment of such transferred balance under the guidelines and procedures of Section 10, Payment of Bills and Disconnection of Service. The District may apply any payment received from the Customer or by agencies toward the Customer's transferred balance if:

1. Customer has not paid the transferred balance
2. Customer has not made arrangements in writing with the District for payment of the transferred balance
3. Customer has not made the payments set forth in the written agreement for payments.

The District, upon detection of an unpaid balance, will make reasonable efforts to notify the Customer of said unpaid balance including the dates and location of the service, the District's regulations concerning transferred balances, and the possibility of disconnection of service.

- B. If it is determined that a person who has an outstanding balance from a previous Account with the District is receiving benefit of Utility Service through a different Account with the District, but not in his or her name, the outstanding balance may be transferred to the active Account.

16. TAX ADJUSTMENT

The amount of any and all revenue tax, kilowatt hour tax or other form of tax imposed by any governmental authority upon the District or upon its property, revenue, or income except that amount or percentage specifically exempted by action of the Board may be apportioned by the Board to the territory in which such tax or taxes may be effective and among the various classes of service furnished therein. Such amounts shall constitute an additional charge to the utility billings under any Rate Schedules or special Contracts and may be set forth as a separate item on the Customer's billing.

17. CUSTOMER'S RESPONSIBILITY AND LIABILITY FOR DISTRICT'S FACILITIES

Any Customer or person damaging, removing, disconnecting or otherwise interfering with facilities belonging to the District will be subject to prosecution under law as provided for under Section 22, Revenue Protection.

The Customer shall provide space for and exercise proper care to protect the District's property on Customer's Premises. This shall include meters, Premises Gateway Devices, instrument transformers, wires, meter pits, meter boxes, fittings, pipes and other facilities installed by and remaining the property of the District. In the event of loss or damage to the District's property, the District may collect from the Customer the cost of repairs or replacement. The Customer shall not enter, make repairs, operate equipment or in any way tamper with the District's property.

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

18. RIGHT OF ACCESS

By receiving Utility Service, the Customer grants all necessary permission to enable the District to install and maintain its serving facilities on the Premises of the Customer to provide Utility Service. The District shall have the right through its employees, contractors, or other agents, to enter upon the Premises of the Customer at all reasonable times for the purpose of reading, testing, connecting, disconnecting, inspecting, repairing or removing the facilities of the District, and to inspect, measure, sample and test Customer-owned facilities. If any such equipment is located within a locked enclosure, the District shall be furnished a key for access. Customer releases the District and its employees from all liability for loss or damage as a result of the locked entry being utilized by the District.

19. INTERRUPTION OF SERVICE/NO LIABILITY BY THE DISTRICT

The District reserves the right to temporarily suspend or interrupt Utility Service to make repairs or improvements to its systems, and may do so without notice to Customers, but will whenever and wherever practicable, give reasonable public notice. The District will endeavor to make improvements and repairs at such times as to cause the Customer the least inconvenience possible. The District reserves the right to disconnect service without notice in the event the Customer fails to comply with any Contract or regulation or to prevent fraudulent use or to protect the District's property or to protect service to other Customers. In case the Utility Service shall be interrupted or fail by any other cause whatsoever the Customer shall not be relieved from performing the obligations of the Customer's Contract.

The District will exercise reasonable care to provide adequate and continuous Utility Service, but does not promise or guarantee continuous Utility Service and shall not be liable for injury, loss or damage resulting from failure to provide such Utility Service. Except as may be specifically provided in a Service Agreement with Third-Party Service Providers, in the event that Utility Service is interrupted or fails by reason of accident or any other cause whatsoever, the District shall not be liable for any damages for such interruption or failure, nor shall such failure or interruption be held to constitute a breach of Contract on the part of the District or in any way relieve the Customer from performing the obligations of the Customer's Contract. This limitation of liability includes all damages of any nature, including direct, indirect or consequential.

20. METER TESTS

The District will, at its own expense, inspect and test its meters as required to ensure a high standard of accuracy. If the meter is found to register in excess of two percent (2%) fast or slow, the District will pay for the testing and will adjust the Customer's billing. Additional tests will be made at the request of a Customer and if the meter is found to register within two percent (2%) of accuracy, the District may charge a test fee as set forth in [Fees and Charges](#) for all such tests made at intervals more frequent than once in three years.

21. NOTICE OF TROUBLE BY CUSTOMER

The District will endeavor to provide reliable Utility Service to its Customers. The Customer can assist the District in fulfilling its purpose by promptly notifying the District of any defects, trouble, change in load, or accident affecting Utility Service, or in the event Utility Service is unsatisfactory for any reason.

Any trouble with the quality or content of the Third-Party Service Provider services (Internet, Video, and Telephone) is the responsibility of the Third-Party Service Providers and should be reported to the Third-Party Service Provider. The District is not responsible for quality or content of the Third-Party Service Provider.

22. REVENUE PROTECTION

The District will reduce or eliminate revenue loss due to metering defects, unauthorized use of Utility Services, theft, fraud, and utility diversion. These regulations address the prevention, detection and corrective action to be taken regarding revenue diversion or

loss by fraud, malfunctioning equipment, meter tampering or unauthorized access to the District's facilities with the intent to prevent the District from receiving revenue for Utility Service.

1. Investigation Procedures

Data including previous history, on-site conditions and other pertinent information will be gathered to determine if the Customer has intentionally been involved in revenue diversion, fraud, or if the District's equipment may be malfunctioning.

- a. After the investigation, a report of the findings will be prepared if revenue diversion or fraud is determined or malfunctioning equipment is found. The report will include in detail the events that took place during the investigation and expenses and charges to the Customer found diverting revenue, committing fraud, or for back-billing due to malfunctioning District equipment.
- b. If the District determines that revenue utility diversion, fraud, or malfunctioning equipment has occurred, a letter of notification shall be sent to the Customer's billing address stating that utility diversion, fraud, or malfunctioning equipment has occurred. The letter will also state:
 - that the Customer will be assessed all of the investigation costs and cost of replacement or repair of equipment
 - the amount of any usage for back billing
 - the appropriate rate, if different, for back billing
 - any amounts owed due to fraud
 - any amounts owed due to malfunctioning equipment
 - that all sums due must be paid within ten (10) days, unless other arrangements are made with the Customer Relations Credit Supervisor

The letter will also notify the Customer of the right to an informal hearing if requested within ten (10) days of receipt of notice; otherwise, the right to a hearing shall be deemed waived. Receipt of the letter of notification shall be deemed to occur either upon personal delivery of the decision to the Customer or five (5) business days after the date of mailing, whichever occurs first. Receipt of notice sent to the billing address provided by the Customer will be deemed to be received by the Customer.

- c. If the District determines that the Customer has intentionally been involved in fraud, theft, unauthorized use, meter tampering, or unauthorized access, the District may refer the matter to authorities for further prosecution.
- d. If the District determines that District equipment has been malfunctioning, the Customer will only be billed for the period of time that the Customer occupied the Premises.

2. Administrative Procedure for Informal Hearings

If the Customer requests an informal hearing for revenue diversion, fraud or malfunctioning equipment charges, the District will schedule the hearing in a timely manner. The results of the District's investigation will be explained and an opportunity will be provided to the Customer for response to the charges.

- a. The initial hearing to present all pertinent facts and documents will be held with the Customer and Customer Service Division if the Customer so desires, and a timely request is made.
- b. If utility revenue diversion, fraud, or malfunctioning equipment is confirmed by the Customer Service Division, the Customer may request a second informal hearing. The second hearing will be granted if requested within ten (10) days of the decision made as a result of the first hearing of the Customer Service Division. The second hearing will be with a District employee designated by the Manager or the hearing officer. This designated employee will not be an employee of the Customer Service Division. A determination made by the hearing officer will constitute the final determination by the District.

23. UNAUTHORIZED CONNECTIONS

Any person, other than a duly authorized employee of the District, who connects any house, Premises, line or other appliances to the District's Electric, Water or Wastewater System for the purpose of securing service will be billed an unauthorized connection charge in addition to applicable usage and reconnection charges as determined by the District as set forth in [Fees and Charges](#).

24. RELOCATION OF EQUIPMENT AT CUSTOMER REQUEST

Relocation of equipment at Customer request is set forth in the District's [Facilities Modification Policy](#). The District will disconnect the old service at the meter and reconnect the new service.

25. PUBLIC RECORDS DISCLOSURE

Chelan County PUD follows the requirements of state law, RCW 42.56, in responding to requests for public records. The request for public records can be found at www.chelanpud.org or by contacting the District's Public Information Officer. The District will make available for public inspection and copying all records, unless the record falls within specific exemptions contained in the Public Records Disclosure Law.

26. DISTRICT REPRESENTATION BY EMPLOYEES

No inspector, agent, or employee of the District may ask, demand, receive or accept any personal compensation for any service rendered to Customers or other persons in connection with the supplying or furnishing of Utility Service by the District. No promise, agreement or representation of any employee or agent of the District with reference to

the furnishing of Utility Service shall be binding on the District unless the same shall be in writing signed by the Manager or an employee authorized by the Manager.

ELECTRIC SERVICE REGULATIONS

The following service regulations are specific to Electric Service and Telecommunications Infrastructure and apply in addition to the general Utility Service Regulations.

27. DEMAND METERS

Demand meters shall be installed when the nature of the Customer's load, as may be set forth in the initial and subsequent applications for Electric Services, indicate that a Demand meter is required for correct application of the Rate Schedule. The Customer shall be obligated to notify the District in writing prior to any change in equipment or operations that may require separate meters. For example but not by way of limitation, different voltages, use occupancy change, mixed-use buildings, any change in equipment or operations that impacts Electric Service regardless of whether a building permit is required. For billing purposes, all Demands will be determined to the nearest whole kilowatt (KW), or horsepower (HP) where standard metering accuracy equipment permits or as provided in the Rate Schedule under which Electric Service is furnished. The District may install metering to monitor load profile as it determines necessary. The District may supply Demand data to the Customer upon special request, i.e. demand pulses. The Customer shall reimburse the District for all costs incurred or fees established for installation of the equipment to monitor this data. The District shall not be responsible for the accuracy or the use of the Demand data by the Customer.

28. POWER FACTOR ADJUSTMENT

Loads supplied under schedules providing for a Demand charge shall be subject to the provisions of the District's [Electric Rate Schedules](#) covering power factor provisions for power loads.

All Customer installations of power factor corrective equipment shall be subject to the approval of the District. Power factor shall be determined by permanently installed instruments. Unless specifically otherwise agreed, the District shall not be obligated to deliver power to the Customer at any time at a power factor below 0.75.

29. RESALE OF ENERGY/OWNERSHIP OF ENVIRONMENTAL ATTRIBUTES

Electric Energy is not to be re-sold by the Customer, except by special Contract or written permission of the District.

The District retains ownership for its own use and benefit any environmental attributes (as those terms may be defined under any applicable federal or state law, rule or regulation or by any market or otherwise) of the Electric Service and Energy supplied to the Customer.

30. REDISTRIBUTION OF TELECOMMUNICATIONS INFRASTRUCTURE

Access to the District's Telecommunications Infrastructure shall not be resold or made available to others.

31. POINT OF DELIVERY

It shall be the responsibility of the Customer or the licensed electrical contractor on behalf of the Customer to advise the District in writing of the Customer's electric equipment ratings in advance of installing or altering the Electric equipment. The District will determine whether the location, voltages available, and installation are acceptable and in conformance with the District Electrical Service Requirements and these Regulations.

LOCATION

For overhead Electric Service, the location of Point(s) of Delivery shall be such that the District's Electric Service conductors (including fiber optic cable) attach at only one location.

For underground residential Electric Service, the Point of Delivery is at the District's entrance to the meter base. For commercial and/or industrial service, the Point of Delivery is the secondary lugs of the transformer or other specified point, and in rare instances, as approved by the District, a primary disconnection point that is UL listed. The service point for Telecommunication Infrastructure provided through an underground service shall be the Premises Gateway Device.

All Electric Services to new Customers and platted residential developments, new commercial or industrial buildings or any area where overhead Electric Service can be reasonably avoided shall be underground unless otherwise agreed upon or provided in applicable franchises. Such underground Electric Services shall be in accordance with the District Standard Practices and Electrical Service Requirements and shall be approved by the District's Engineering Department prior to installation.

DISTRICT-DIRECTED ALTERNATE CONFIGURATIONS

The rates of the District are based upon the supply of Electric Service to the Premises through a single Point of Delivery. Under certain conditions multiple meters may be necessary. The District may, in its sole discretion, determine that due to load and/or system requirements, more than one meter is necessary. If the District determines multiple meters are required or appropriate to serve the same Customer class, the District may elect to aggregate these meters for the purposes of billing. Examples of the considerations for such alternate metering configurations include the following:

- Capacity limitations where two (2) or more feeder circuits are necessary to serve one load where typically it would be served by one feeder;
- System improvements or changes that result in the need to serve existing one-meter loads with multiple meters; or
- System acquisitions where existing system design require more than one metering station to meet Customer load.

Regardless of the meter configuration, the appropriate terms of each Rate Schedule shall apply based on the original or standard meter configuration and Point of Delivery. The District may, in its sole discretion, determine whether consolidation or deconsolidation of meters is necessary.

Where the District agrees to furnish separate transformers to provide multiple Electric Services or multiple voltages for the mutual benefit of the District and the Customer,

metering and billing shall be either by application of the District's rates separately to each such separate Electric Service at secondary voltage or consolidated at primary voltage with addition of an allowance for transformation losses to the metered amounts.

COMBINED SERVICE

If more than one end-user of Electric Service are served by a single electric service/meter (for example, commercial landlord/tenant or other arrangement between more than one end-user at a Premises) Section 45, Separate Meter for Each Class of Service, or Section 46, Combined Residential and Commercial Service, of these Utility Service Regulations may apply as determined appropriate by the District.

32. DELIVERY PHASE AND VOLTAGE

All Electric Service shall be alternating current at a nominal 60 hertz.

A. Standard secondary Electric Service voltages are available as follows:

1. 120/240 volt 3 wire single phase (1 \emptyset)
2. 208Y/120 volt 4 wire three phase (3 \emptyset) wye
3. 480Y/277 volt 4 wire three phase (3 \emptyset) wye
4. At District's discretion, 120/240 volt 4 wire three phase (3 \emptyset) delta.

The District will endeavor to deliver Energy at voltages within five percent (5%) plus or minus of nominal voltages. In general, delivery voltages and phases will be those available at the point Electric Service is desired; and if other phase or voltages are necessary, they may be made available by the District in accordance with the provisions of its line extension policies and schedules then in effect.

In the case of large loads, power may be delivered at other voltages, primary or secondary, that are approved by the District. In general, motor loads up to and including 7 ½ HP may be served at 240 volts single phase. Upon review, the District may approve loads up to 15 HP on single phase when phase shifting equipment and appropriate filters are used. Motors of 7 ½ HP or more may be served at 208 volts three phase. Motors of 40 HP or more may be served at 480 volts three phase. Minimum loads allowed to be served are in accordance with the District standard practices unless existing facilities allow connection without transformer changes. The final determination of voltage and allowed loads shall be made by the District.

The District may require Customers to install reduced-voltage starting equipment in cases where across-the-line starting would result in excessive or undesirable voltage disturbances on the District's system. The District may specify the particular type of reduced-voltage starting equipment required and, in some cases, may not allow certain types of loads to be installed or may require that certain loads be disconnected from the District's system to prevent excessive voltage disturbances that may degrade electrical service to the District's Customers.

33. VOLTAGE STANDARDS AND FLUCTUATIONS

The American National Standards Institute (ANSI) has set voltage standards. These standards address all the common voltages used in the United States. The intent of the National Standard is to provide both the supplier of the electrical service (in this case the District) and equipment manufacturers a guideline so that manufactured electrical equipment and devices will operate without damage within the standard voltage range. The District operates the electrical system within the standard voltage limits.

However, there is no National Standard regarding momentary voltage fluctuations. A momentary fluctuation may result from a number of causes. Some causes may include switching, operation of protective equipment, faults, lightning, foreign objects coming into contact with electrical lines, starting or stopping of electrical equipment, etc. These momentary voltage fluctuations may be either a voltage surge (spike) or voltage sag (dip). The magnitude of the voltage fluctuation and the duration determine how severe its effect on the electrical devices will be.

Automated or microprocessor-driven appliances, computers and other electronic equipment may not have surge suppression filters or other devices allowing them to tolerate voltage fluctuations. This type of equipment may fail under normal system operating conditions due mainly to a lack of effective surge suppression.

It is the District's recommendation that Customers install their own protective equipment to filter or suppress voltage abnormalities to prevent damage to electronic equipment and other voltage sensitive devices. The District shall not be responsible for any damages to equipment from voltage fluctuations.

34. METER LOCATION AND INSTALLATION

The Customer shall provide an approved meter base, installed on the exterior surface of the building or structure at a height of five to seven feet above the ground or a readily accessible platform. The meter base shall meet District construction standards with all conduits exposed and accessible for normal maintenance and operation. Recessed meter bases are not permitted. The District shall pre-approve any and all decorative enclosures. Meters shall not be installed in carports, breezeways or in places difficult or dangerous for access, such as over open pits, moving machinery, hatchways, or in the path of water eaves or rain spouts or subject to live steam or corrosive vapors. The Customer shall maintain a working space of at least thirty-six (36) inches in front of the meter. All new Electric Service entrance locations require a working space that allows the safe installation and removal of the meter and are subject to inspection and approval by the governing state or municipal authority and shall also be inspected and approved by the District prior to connection and installation of meter.

For commercial and industrial installations, meters may be located inside a dedicated electrical room that is solely used for power and communication equipment. The electrical room shall be accessible for reading and testing during normal business hours as set forth in Section 18, Right of Access.

If after the original electrical connection, the Customer rebuilds or rearranges the Premises so as to make the meter inaccessible, in the opinion of the District, the Customer shall have the meter relocated at the Customer's expense or the District may disconnect Electric Service until the meter has been made accessible.

35. PREMISES GATEWAY DEVICE LOCATION

The Premises Gateway Device will be installed at a location to be determined by the District. In no case will the device be installed in carports, breezeways or in places difficult or dangerous for access, such as over open pits, moving machinery, hatchways, or in the path of water eaves or rain spouts or subject to live steam or corrosive vapors. The Customer shall maintain a clear space of at least thirty (30) inches in front of the device.

For commercial and industrial installations, Premises Gateway Devices may be installed in the building, provided they are readily accessible for reading and testing during normal business hours.

If after the original connection to the device, the Customer rebuilds or rearranges the Premises so as to make the Premises Gateway Device inaccessible, in the opinion of the District, the Customer shall have the device relocated at the Customer's expense or the District may exercise its right to disconnect Electric Service until the device has been made accessible.

36. POWER TO THE PREMISES GATEWAY DEVICE

The Customer must provide the Energy necessary to operate the Premises Gateway Device as illustrated in the District's Electrical Service Requirements. The Customer is responsible for the cost of the Energy used to power the Premises Gateway Device.

37. CUSTOMER'S WIRING AND EQUIPMENT

The Customer shall install, own and maintain all wiring and equipment beyond the point of delivery except meters and special facilities installed or furnished by the District. The Customer's wiring shall be applicable to municipal, county and state requirements, the District's Utility Service Regulations, and the District's Electrical Service Requirements and Standard Practices and to accepted modern standards as exemplified by the National Electric Code and the National Electric Safety Code.

The Customer shall furnish and install an underwriter's approved meter base or bases, as specified in the District's Electrical Service Requirements, for the installation of the District's metering equipment. If instrument transformers are required, the Customer shall furnish and install mounting brackets or a suitable enclosure with the necessary conduit as specified by the District, and shall install the District's instrument transformers on the brackets or in the enclosure. Drawings of enclosures shall be submitted to the District for approval prior to manufacture and installation. It shall be the Customer's responsibility to provide suitable protective equipment such as fuses, circuit breakers and relays to adequately protect the equipment. For the protection of three-phase motors, the installation of three (3) thermal over-current devices and, circuit breakers or fuses of suitable rating shall be necessary. It shall be the responsibility of the Customer to provide suitable protective apparatus on all motor installations including adequate protection against phasing (loss of one single phase with two still energized) on three phase motors.

The District reserves the right to refuse or discontinue Electric Service to Customer's equipment or wiring where such equipment or wiring is in hazardous condition or not in conformity with lawful codes and local regulations. The District will not energize a new or

altered service without approval by the Washington State Department of Labor and Industries or other appropriate government authority. Delivery of Electric Service to the Customer's equipment or wiring shall not be deemed to be an acceptance or approval by the District of the installation or conditions of such equipment or wiring. The District shall not be held liable for any loss or damage to persons or property resulting from defects beyond the point of delivery or in the Customer's installation or equipment or the delivery of Energy thereto.

38. UNAUTHORIZED ATTACHMENTS

Equipment or material of any description shall not be attached to any utility pole, guy wire, electrical equipment, or other property of the District without first obtaining written permission from the District.

39. INSPECTION

The District shall have the right, but shall not be obligated, to inspect the Customer's Electric Service equipment before or during the time Electric Service is supplied. However, such inspection, or lack of inspection, shall not be construed as placing upon the District any responsibility for the condition or maintenance of the Customer's wiring, Energy consuming devices or other equipment.

40. CUSTOMER-CAUSED SYSTEM DISTURBANCES

Electric Service shall not be utilized by a Customer in such a manner as to cause disturbances or voltage fluctuations to other Customers of the District. If any Customer uses equipment that is detrimental to the Electric Service of other Customers of the District, the District may require the Customer to install, at the Customer's expense, regulatory equipment to control such fluctuations. The Customer may also be liable for any damage to the District's equipment and/or any equipment of other Customers of the District. If the steps to correct the disturbance are not taken by the Customer within five (5) days after notification of such disturbance is given to the Customer by the District, the District may disconnect the Customer's Electric Service. Nothing in this section limits the District's right to disconnect the Customer's Electric Service without notice or after reasonable notice under Section 12, Section 19, or any other regulation.

41. CHANGES IN ELECTRIC LOAD

Customers must apply for changes in load to ensure equipment is adequately sized for safe operation and for appropriate billing. If the Customer does not obtain prior approval for changes in load per the limits below, the District may disconnect the Electric Service as provided in Section 12 of these Utility Service Regulations. Further, if the Customer does not obtain prior approval, and as a result the District's equipment is damaged, the Customer shall be liable for the cost of such damage including the cost of repairing, replacing and restoring Electric Service.

The District makes no warranties or guarantees that the District's Electric Service Facilities will accommodate or will be available for changes in load, including the resumption/ramp-up of a previous Electric Service load.

If a Customer desires to: (a) increase load to an existing Electric Service connection by 150KW or more; (b) resume or ramp-up a load that has been curtailed by more than

150KW for a period of twenty-four (24) months or more; or (c) change its load such that a different Rate Schedule would apply, the Customer shall complete a new service application. If a Rate Schedule 35 High Density Load Customer desires to (a) increase load to an existing Electric Service connection by any amount of (b) resume or ramp-up a load that has been curtailed by any amount for a period of twelve (12) months or more, the Customer shall complete a new service application. The District will evaluate the impact of that changed load to the existing Electrical Service Facilities; the Customer may not change or increase load until approved by the District. At the District's discretion, a written agreement, including a load ramping plan and progress schedule, may be required by the District.

Any costs for upgrades or modifications to the District's Electric Service Facilities as a result of the added load will be the responsibility of the Customer and subject to the District's [Line Extensions Policy](#).

The District considers changes to load without prior approval required by this section to be unauthorized use of Utility Service and to be fraud or theft against the District. The District may refer such matters to authorities for further prosecution. Customers that change load out of compliance with this section will be investigated under Section 22 and assessed Investigation and Monitoring Fees and an Equipment Degradation Fee as set forth in Fees and Charges.

42. CUSTOMER POWER OUTAGE

If the Customer's Electric Service fails, the Customer shall endeavor to determine the cause by checking for blown fuses, tripped breakers, or other equipment failure. If a serviceman is sent to the Customer's Premises at the Customer's request after regular business hours, and it is determined that the power outage is caused by the Customer's equipment, a charge may be made.

43. TEMPORARY ELECTRIC SERVICE

Temporary Electric Service is defined as single phase power required for construction use or other operations that are not considered permanent and shall not be construed as seasonal or recurring. This temporary service is limited to 12 months unless work is actively and continuously in progress. Temporary construction service equipment may only be used for construction purposes and must be disconnected when the permanent service is connected unless Labor & Industries grants an extension of time as per [WAC 296-46B-590 Special occupancies — Temporary installations](#).

- A. The following will apply for Customers requiring a single phase temporary Electric Service for construction purposes using an overhead temporary Electric Service involving 150 feet or less of service wire or an underground temporary Electric Service located adjacent to the handhole, transformer vault or pad:
 1. The Temporary Electric Service equipment is provided and installed by the Customer.
 2. The Temporary Electric Service equipment will consist of a single phase 120/240 volt meter base and post.

3. Temporary Electric Service is to be used only for lights, tools and equipment necessary for the construction of residential and commercial structures.
4. The Customer will be required to obtain an electrical permit and inspection.
5. In the event this Temporary Electric Service is used for purposes other than those intended, it will be disconnected by the District.
6. The Temporary Service is not to be used for RV sites, pump services or other non-construction uses.

Customers requiring Temporary Electric Service involving other than the minimum work mentioned above shall be required to pay all costs incurred by the District for installation and removal of all materials not useful as part of the permanent Electric Service. Such costs are to be in accordance with provisions of Electric Rate Schedule 22, Temporary Service.

All Temporary Electric Services will be billed under [Electric Rate Schedule 1, Residential Service or Electric Rate Schedule 2, General Service](#). As soon as the permanent Electric Service is energized, the new meter for such permanent Electric Service will be billed under the Rate Schedule applicable to the particular class of Electric Service.

44. NONSTANDARD SERVICE

The cost of any special installation necessary to meet a Customer's particular requirements for Electric Service at other than standard voltages, or for the supply of closer voltage regulation than required by the District Standard Practices shall be paid by the Customer.

45. SEPARATE METER FOR EACH CLASS OF SERVICE

Where there is more than one end-user on a single electric service/meter (for example, commercial landlord/tenant or other arrangement between more than one end-user at a Premises) or where the Customer desires to use Energy for purposes typically classified under different Rate Schedules, separate meters must be installed to measure the Energy supplied under each Rate Schedule. If the Customer cannot physically separate end-users or does not desire to do so, then the District shall apply the Rate Schedule with the highest rate to the entire metered Energy at the Premises. When separately metered, the District will designate the Rate Schedule applicable to each meter and bill each meter at the appropriate Rate Schedule. In all cases, Section 29, Resale of Energy/Ownership of Environmental Attributes, Section 41, Additional Load, and other provisions of the District's Utility Service Regulations and applicable Rate Schedules, as determined by the District, shall apply.

If the Customer desires additional meters other than those necessary to adequately measure the Electric Service used by the Customer as determined by the District, such additional meters or sub-meters shall be provided, installed and maintained by the Customer at the Customer's own expense.

46. COMBINED RESIDENTIAL AND COMMERCIAL SERVICE

Where a single non-farm business is operated in conjunction with a family residence, and the Electric Service for each purpose cannot be readily separated from the other, the Rate Schedule shall be determined as follows: If less than 25% of the connected load is utilized for business purposes, the residential rate shall apply; and conversely if over 25% of the connected load is utilized for business purposes, the appropriate Electric Rate Schedule shall apply; *except that* if any portion of the load is subject to Rate Schedule 35, Rate Schedule 35 applies.

47. DISCONTINUANCE OF SERVICE BY THE CUSTOMER

The Customer may terminate Electric Service by appropriate notification to the District, with proper positive Customer identification, unless as may be otherwise provided by a special Contract or line extension agreement. At the time of termination all monies owed the District for services rendered shall be due and payable upon presentation of a final bill. The District reserves the right to read a meter for a final bill within a one-week period from the disconnect date requested by the Customer and such readings may be adjusted for consumption, if any, used by subsequent Customers. The final reading may be estimated if access or conditions do not allow a final meter reading.

48. OWNERSHIP OF FACILITIES

All Electrical Service Facilities installed by the District shall be owned by the District. Any advance payment made by a Customer on a line extension in conformity with the applicable line extension schedule shall not be deemed to represent ownership by such Customer of any portion of the facilities furnished by the District. Electric Service Facilities installed by the Customer as part of a line extension or relocation or for which the Customer has made a "contribution in aid of construction" shall be or remain the sole and exclusive property of the District.

49. LINE EXTENSIONS - OVERHEAD AND UNDERGROUND

The District's policy concerning extension of overhead and underground distribution system to provide Electric Service shall be as established under the [Line Extensions Policy](#).

50. NEW LARGE SINGLE LOADS

New Large Single Load shall mean any electric power load of the Customer served by the District and which load:

- A. is associated with a new facility, an existing facility, or an expansion of an existing facility.
- B. was not contracted for, or committed to, by the District prior to September 1, 1979.

- C. will result in an increase in power requirements of the Customer of five (5) average megawatts or more in any consecutive twelve (12)-month period.

Customers having New Large Single Loads shall constitute a separate class of Customers, which will be served by the provisions of [Electric Rate Schedule 4, Large Loads](#).

51. CO-GENERATOR AND SMALL POWER PRODUCERS

The District has developed standards and procedures, which are incorporated herein by this reference as now exist or as may be hereafter amended, and shall be applicable and govern purchases and sales of electric power with co-generators and small power producers.

52. CUSTOMER-OWNED STAND-BY GENERATORS

- A. Customer-owned stand-by generators are defined by the District as those units which are installed on wiring that is not owned by the District and is intended for occasional use to supply emergency or back-up power when District-supplied power is unavailable.
- B. Customer-owned stand-by generators will be allowed on the Customer's side of the meter. All facilities on the Customer side of the meter, including generators and transfer switches, must meet or exceed the requirements of the current National Electric Code, Washington Administrative Code and the Washington State Department of Labor and Industries. It shall be the Customer's responsibility to obtain the necessary size and type of equipment and to obtain the necessary approvals from the appropriate agencies.
- C. A Customer-owned and installed generator must be electrically isolated from the District's lines to prevent backfeeding into the District's system. To accomplish this, a transfer or double throw switch **MUST** be installed so that the Customer's load will be transferred from the District's Electric Service to the Customer's generator upon operation of the switch. The switch must be equipped with interlocks so that simultaneous feed from both the District's Electric Service and the Customer's generator is prevented.
- D. The Customer should consult an electrician and the Washington State Department of Labor and Industries prior to initiating any plan for stand-by generators.

WATER AND WASTEWATER SERVICE REGULATIONS

The following service regulations apply to the District's Water and Wastewater Systems and are in addition to the general Utility Service Regulations.

53. INSPECTION

The District shall have the right but shall not be obligated to inspect the Customer's plumbing before, during, or after the time service is supplied. However, such inspection, or lack of inspection, shall not be construed as placing upon the District any responsibility for the condition or maintenance of the Customer's plumbing; nor does it guarantee the absence of improper connections, Cross-Connections, and piping in the Customer's service. If the District upon connecting any Premises with the District's Mains, furnishing water from, or connecting to the District's Wastewater System, finds evidence of improper plumbing, the District may decline to connect the service line with the District's system until the service line has been carefully inspected and until such service line is located and put in proper condition satisfactory to the District. The Customer will be required to pay an inspection fee as set forth in [Fees and Charges](#).

54. ADDITIONAL SERVICE CAPACITY

If a Customer desires to change the capacity of their Water Service connection and meter to supply increased quantities of water and/or change their Wastewater connection to dispose of increased quantities of Wastewater, the Customer shall notify the District sufficiently in advance so that the District may provide the facilities required to supply increased quantities of water, and/or determine if there is adequate capacity in the system and attempt to, if required, provide facilities to dispose of the increased quantity of Wastewater. The Customer will be required to pay in advance the incremental difference in the System Development Charge as set forth in [Fees and Charges](#).

55. ADDITIONAL METERS

If the Customer desires additional meters on the Customer side of the District's meter, other than those necessary to adequately measure the service used by the Customer, such additional meters shall be provided, installed and maintained by the Customer at the Customer's own expense.

56. DISCONTINUANCE OF SERVICE BY THE CUSTOMER

The Customer may terminate Water Service by appropriate notification to the District, with proper positive Customer identification, unless as may be otherwise provided by Contract or by line extension agreement. At the time of termination all monies owed the District for services rendered shall be due and payable upon presentation of a final bill. The District reserves the right to read a meter for a final bill within a one-week period from the disconnect date requested by the Customer and such readings may be

adjusted for consumption, if any, used by subsequent Customers. The final reading may be estimated if access or conditions do not allow a final meter reading.

No discontinuance of Water Service will be allowed at the Chelan Ridge Water System due to circumstances, past practices, or Contract. All metered services must remain active and must pay the current metered service rate. All privately owned lots with no meter must pay the current surcharge rate.

Once a property is connected to a Wastewater System, a Customer cannot discontinue service to that property. If property is sold, the new customer must notify the District and sign up for the service.

57. LINE EXTENSIONS - WATER AND WASTEWATER

The District's policy concerning extension of the Water and Wastewater System to provide Water and Wastewater Service shall be as established under the [Water Line Extension Policy](#).

58. OWNERSHIP OF FACILITIES

All Water System and/or Wastewater system facilities installed by the District or by the Customer to serve a Customer shall be and remain the sole and exclusive property of the District. Any advance payment made by a Customer on a line extension in conformity with the applicable line extension schedule shall not be deemed to represent ownership by such Customer of any portion of the facilities.

59. SYSTEM DEVELOPMENT CHARGE AND METER FEES

A System Development Charge (SDC) will be required for each connection to a District-owned Water System. Applicable SDCs and meter installation fees will be charged as referenced in [Fees and Charges](#).

WATER SERVICE REGULATIONS

The following service regulations are specific to Water Service and apply in addition to the general Utility Service Regulations and the Water and Wastewater Service Regulations.

60. AVAILABILITY OF SERVICE

In order to obtain Water Service, the Customer's property must be within the District's defined service boundary and the Customer's property or legal access (i.e. private driveway) must be directly adjacent to a District water Main. The District will allow Water Service to maximum of four (4) properties where the Customer Water Service lines are installed in a common private driveway upon execution of proper legal documents. Service to additional properties will require a line extension in accordance with the [Water Line Extension Policy](#).

61. POINT OF DELIVERY

The point of delivery is that point on the Customer's side of the meter where the Customer's water pipe is connected to the District's supply and is located at the Customer's property line or other agreed location. All facilities located from point of delivery and beyond shall be owned and maintained by the Customer.

Fire service point of delivery shall be the Main line isolation valve. The District shall be responsible for the Main line isolation valve. The Customer shall be responsible for the fire service Main between the Main line isolation valve and the Customer's Premises. Any maintenance on the fire service Main between the District water Main and the Customer's approved backflow prevention device shall be performed by the District. Maintenance performed by the District on the Customer's fire service Main shall be paid by the Customer.

62. METER SIZES, TYPE AND INSTALLATION

The District shall determine the size and type of meter to be installed for each specific location. The size and type of meter will depend on the rate of flow of water through the meter and the total Water Consumption.

If the District determines the Customer's rate of water usage exceeds the capacity of the water meter, the Customer shall upgrade to the meter size required to supply the Customer's Demand, as determined by the District. The Customer shall pay the Actual Costs to the District to upgrade the Customer's Water Service connection, plus the incremental difference between the size of the upgraded meter and existing meter System Development Charge as set forth in [Fees and Charges](#).

Where multiple buildings on a single property require service, a separate Water Service Installation shall be installed for each building unless determined otherwise by the District.

63. WATER SERVICE

Piping between the water meter and Customer's Premises shall be furnished by the Customer and installed in accordance with District Standard Practices. Maintenance inside the meter vault shall be the District's responsibility. Maintenance of the Customer's piping outside the meter vault shall be the Customer's responsibility.

The costs to obtain Water Service are summarized in the District's [Water Rate Schedules](#) and [Fees and Charges](#). Additional charges may apply if the Water Service will be connected to a Main previously constructed as part of a local utility district, or under the District's [Water Line Extension Policy](#).

The District will endeavor to maintain minimum water pressure at the meter in accordance with Washington State Department of Health requirements (WAC 246-290), but does not guarantee this pressure. The Customer, at the Customer's expense, is responsible for facilities to provide the Customer's desired pressure to the Customer's Premises in accordance with District Standard Practices.

The District may require the presence of the Customer or an authorized representative of the Customer in the building at the time the District turns on the Water Service.

64. PRESSURE-REDUCING VALVES

Customers are encouraged to install pressure-reducing valves in accordance with the latest edition of the Uniform Plumbing Code when water Main pressure exceeds 80 pounds per square inch (psi). This shall also apply where the District has installed pressure-reducing valves inside the vault to protect the District's metering equipment. The pressure-reducing valve, when required, must be installed and maintained by the Customer, on the Customer's service line outside the vault and at the Customer's sole expense. The District shall not be liable for any loss or claim resulting from the failure of the District's or Customer's pressure-reducing valve to protect the Customer's plumbing and associated equipment.

65. CROSS-CONNECTION CONTROL

A. Customer's Responsibility to Prevent Backflow

1. The installation or maintenance of any Cross-Connection with the District's water supply is prohibited, except as authorized herein. Any such Cross-Connection now existing or hereafter installed must be terminated by the Customer at the Customer's sole expense. The District may discontinue Water Service in the event a Cross-Connection is not terminated upon notice from the District.
2. The control or elimination of Cross-Connections shall be in accordance with the provisions of the Washington Administrative Code (WAC 246-290-490) as now exists or as may be hereafter amended. The policies, procedures, and criteria for determining appropriate levels of protection shall be in accordance with the Federal Safe Drinking Water Act, "Manual of Cross-Connection Control", Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California ("USC Manual"), Uniform Plumbing Code, as adopted in the State Building Code pursuant to RCW 19.27.031, and the Pacific Northwest Section-A.W.W.A.

“Cross-Connection Control Manual”, latest edition, all as now exist or as may be amended hereafter.

3. The District shall deny or discontinue Water Service to any Customer failing to cooperate in the installation, maintenance, testing, or inspection of backflow prevention assemblies required and as stated in this section and Section 12, Connection and Disconnection of Service.
4. As a condition of new or continued Water Service, approved backflow prevention assemblies shall be installed and maintained by all Customers who:
 - a. are industrial or commercial Customers not entitled to an exemption under subsection 6 of this section
 - b. Operate commercial or residential fire sprinkler systems connected to their plumbing.
 - c. Operate irrigation systems connected to their plumbing and the District’s system.
 - d. Maintain Cross-Connections of their Water System with air conditioning systems, medical or dental equipment, beverage machines, or other devices or processes where chemicals or other substances with the potential to threaten public health have the potential to be introduced into the Water System.
 - e. Have plumbing arrangements that make it impractical for the District to verify potential Cross-Connections.
 - f. Are judged by the District to be in a situation where it is necessary to protect the District’s Water System or to protect the public’s health and safety.
5. Any backflow prevention assembly installed to protect the District’s Water System shall be approved by the Washington State Department of Health and the District. Unless an exemption is granted by the District, the minimum backflow prevention assembly installed shall be a double check valve assembly. A reduced pressure backflow assembly is required whenever toxic materials are present, whenever the District finds the Cross-Connection poses a health hazard or whenever the District finds intricate plumbing arrangements which make it impractical to determine whether Cross-Connections exist. The double check valve assembly and reduced pressure backflow assembly shall be installed at the service connection downstream from the water meter and prior to any branch connections or taps from the Customer’s service piping.
6. Vacuum breakers may be substituted for other backflow prevention assemblies required under this regulation where the District determines that the circumstances and accepted engineering practices allow such substitution without compromising protection of water quality and public health. Where an industrial or commercial Customer can demonstrate to the satisfaction of the District that there are no Cross-Connections with the water supply on the Customer’s Premises, and that no health hazard

is posed by the presence of toxic materials in the environment, the District may grant the Customer an exemption from the Cross-Connection requirements herein. Decisions made under this section shall be made at the sole discretion of the District to carry out the Cross-Connection control programs of the District. Exemptions are subject to periodic review and may be revoked whenever a Cross-Connection is made or a risk to public health or water quality is present, at the discretion of the District.

7. The District employees designated by the Manager are delegated the authority to inspect, approve, and deny backflow prevention assemblies; to require corrections, modifications, repairs, or maintenance on backflow prevention assemblies and to inspect all Premises of Customers where backflow prevention assemblies may be required. The District's judgment regarding backflow assemblies shall not place any responsibility on the District for the condition or maintenance of the Customer's backflow assembly or plumbing. A minimum standard for the maintenance and installation of backflow prevention assemblies shall be those set forth in the latest edition of the Cross-Connection Control Manual published by Pacific Northwest Section of the American Waterworks Association. The District will establish higher standards for installation and maintenance of backflow prevention assemblies where the District finds that good engineering practice, industry standards or the protection of public health requires such higher standards. The District shall not be liable for any loss or claim resulting from Cross-Connection.
8. As a condition for continued Water Service, Customers shall make their Premises, including buildings and structures, to which water is supplied accessible to District personnel. District personnel will determine whether backflow prevention assemblies are required or if they are properly installed and maintained. Failure of a Customer to allow access shall result in the installation of a proper backflow assembly at a location readily accessible to District personnel. Testing and inspections will be made annually or more frequently as determined by the District. The Customer shall pay the Actual Costs to the District for installation and ongoing testing and inspections of the backflow assembly.
9. Prior to the installation of any irrigation systems or backflow prevention assemblies, the Customer shall obtain and complete a permit from the District for such installation.
10. The requirements herein for backflow prevention assembly installation shall apply even though building codes may not require backflow prevention assemblies.
11. The District prohibits interconnection of private water supplies with the District's distribution system. Auxiliary water sources (private wells, piped irrigation sources, etc.) are a Cross-Connection and must be effectively isolated from the District's Water System using an approved backflow prevention assembly. The Customer shall allow the District to visually inspect piping on Premises retaining auxiliary water sources.

The Cross-Connection control requirements for Customers with an auxiliary water source are as follows:

- a. No backflow protection is required if the source is verified to be permanently inactive and abandoned in accordance with the requirements of the Departments of Health and Ecology.
 - b. If the source remains active, an approved reduced pressure backflow prevention assembly shall be installed at the service connection to the District's Water System downstream from the water meter and prior to any branch connections or taps from the Customer's service piping. Installation of the assembly is at the sole expense of the Customer.
12. All backflow prevention assemblies are subject to annual inspection and testing. The cost of installation, annual performance testing, and any required maintenance of the backflow prevention assemblies is the responsibility of the Customer. The District will provide advance notice to the Customers including testing and inspection due dates, as well as a list of Certified Backflow Prevention Assembly Testers. If the Customer fails to have their backflow assembly test and inspection completed within 30 days from the final notice, certified District resources will perform the required test and the Customer will be assessed the Backflow Inspection Fee as prescribed in the District's Fees and Charges Schedule.

B. Code of Conduct and Program Orientation for Certified Backflow Prevention Assembly Testers

1. Purpose

The purpose of this Backflow Prevention Program Orientation and Code of Conduct is to provide each Washington State certified Tester with information in policies established by the District related to the backflow and Cross-Connection Prevention Program and to provide that maximum backflow protection for all testing and repairing of backflow prevention assemblies, within the jurisdictional boundaries of the District, is conducted in accordance with established standard policies and procedures recognized by the American Water Works Association (AWWA) as set forth in the Pacific Northwest Section AWWA Cross-Connection Control Manual, latest edition, the USC Manual, state and local health agency regulations, the Uniform Plumbing Code (UPC) as adopted in the State Building Code pursuant to RCW 19.27 031, and the District's backflow and Cross-Connection Prevention Program, all as now exist or as may be hereafter amended.

2. Standards and Procedures

It is the Customer's responsibility to only use qualified backflow assembly Testers certified in the State of Washington and approved by the District. Testers shall obtain District approval by providing the District with a copy of their current State of Washington certification card, backflow test kit evaluation, and test gauge calibration report prior to performing any work. Testers' equipment shall be calibrated once per year at a minimum. Calibration shall be conducted by using the procedures adopted by the American Society of Mechanical Engineers (ASME) as now exist or as may be hereafter amended. The District's approval or lack of approval of the Customer's Tester shall not place any responsibility or liability on the

District for the condition or maintenance of the Customer's backflow assembly or plumbing.

The following standards shall apply to all testing, repair, and certification of backflow prevention assemblies within the District's service area. District backflow testing procedures as well as the associated reporting forms are an integral part of the District's Backflow and Cross-Connection Control Program. The District may withdraw approval of any Tester found deviating from the following procedures.

- a. No person other than an employee of the District is authorized to operate the street-side meter shutoff valve (angle meter, curb stop or gate valve). The Tester must call the District if it becomes necessary to operate this valve to make a replacement or repair. A Tester shall not remove or replace a backflow prevention assembly without prior approval by the District. The Tester may call the District's service department during normal business hours at (509) 663-8121 for assistance. For after hour's assistance, call (877) 783-8123.
- b. Backflow prevention assemblies installations shall be in conformance with District Standard Practices as now exist or as may be hereafter amended.
- c. All newly installed backflow assemblies shall be pressure regulated, if the inlet pressure exceeds the manufacturer's rated working pressure.
- d. When testing an existing backflow assembly, the proper installation/application for that type of assembly shall be verified and reported only on District backflow assembly test report forms.
- e. When testing a new backflow assembly, Testers may use the District's blank test report forms or District approved backflow assembly test report forms. The forms must contain all information pertaining to the test and must be legible.
- f. The original copy of all completed backflow assembly test reports must be submitted to the District within ten (10) days of the initial test, but in no case received by the District after the listed due date. If repairs are needed that require more time than allowed by the test notice deadline date, the Tester, or Customer shall contact the District for an extension to the original deadline.
- g. Testers shall complete the District's backflow assembly tags, hole-punch the designated year that indicates the assembly has been tested for that year, and securely attach the tag to the backflow assembly.
- h. The District may randomly re-test backflow assemblies that have recently tested satisfactory by a District-approved Tester. These re-tests will be conducted within a reasonable time, as determined by the District, but not to exceed three (3) weeks from the date of the original test. In the event the results of the District's test differ from those of the Tester, the District may reject the Tester's satisfactory results and require retesting of the backflow assembly. Any re-test will be

performed with representatives of both the Tester and the District present. In the event the re-test results are unsatisfactory, the District may require the Tester to reimburse the Actual Costs to the District for performing the initial re-test and witnessing the second re-test.

- i. It is the responsibility of the Tester to report to the District any tampering, improper installations or plumbing that could result in backflow. Enforcement of the District's Cross-Connection program lies solely with the District.
- j. A Tester shall not knowingly falsify the results of the backflow assembly test. Examples of this include, but are not limited to:
 - Signing backflow test reports for tests he/she did not perform
 - Making unneeded repairs
 - Not having proper backflow certification to perform tests in Chelan County
 - Not using proper test procedures as established by District regulations
 - Using unauthorized backflow test equipment

Code of Conduct and Program Orientation for Certified Backflow Prevention Assembly Testers

I hereby certify that I am an approved State of Washington Backflow Prevention Assembly Tester for Chelan County PUD and have thoroughly read and understand Chelan County PUD's Backflow and Cross-Connection Control regulations and procedures with which I agree to comply.

Attached hereto are copies of the following:

1. State of Washington Certification Card
2. Backflow Test Kit Evaluation
3. Test Gauge Calibration Report

Printed Name

Signature

Certificate No./Expiration Date

Date

66. CUSTOMER-CAUSED SYSTEM DISTURBANCES

Any use of water is prohibited that causes disturbances or pressure fluctuations to other District Customers or which will adversely affect the performance of the District's Water System. Upon notice from the District, if provisions to correct the disturbances or pressure fluctuations are not implemented by the Customer within five (5) business days, the District may disconnect the Customer's service.

67. CUSTOMER WATER SUPPLY FAILURE

If the Customer's Water Service fails, the Customer shall endeavor to determine if a broken Water Service line or a broken pipe exists inside or under the house. If a water serviceman is sent to the Customer's Premises at the Customer's request after regular working hours, and it is determined that the problem is caused by failure of the Customer's line or equipment, a charge may be made. [Fees and Charges](#)

68. FIRE PROTECTION

The fire protection service connection is provided exclusively for fire protection only. Consumptive use of any water provided for fire protection is prohibited. The District may disconnect Water Service to any customer who, in the District's discretion, uses fire protection water for uses other than fire protection. The charge listed in the District's [Water Rate Schedules](#) includes the cost of water for fire protection use only.

A. Commercial

1. The following items are required to obtain a fire protection service connection:
 - a. Customer shall complete and sign the District's standard application form.
 - b. The Customer shall furnish and install piping from the Customer's Premises to a District water Main designated by the District. Piping shall be constructed in accordance with District Standard Practices. Final connection to District Main shall be performed by the District. [Fees and Charges](#)
 - c. The Customer shall furnish and install a backflow prevention assembly approved by the Washington State Department of Health and the District. The Backflow assembly shall include a District-approved 5/8" water meter to measure low flows.
 - d. Notwithstanding the provisions as contained in these schedules for commercial fire protection service, or for other metered service, including water furnished to any fire hydrant or other equipment used, or which may be used for fire protection service connection, it is understood that the District does not guarantee any minimum quantities of water or pressure of the water to be furnished to any such hydrants or outlets. The District shall not be liable in any manner for any loss or claim by reason of the quantity of water or pressure of the same furnished to such hydrant or outlet.

B. Residential

1. The District will install hydrants at the request and expense of one or more Customers on Mains large enough to provide adequate fire protection. The type of hydrant and location shall be as agreed to by the District and local fire authorities. Fire Hydrants Rates are listed in the [Water Rate Schedules](#).

Upon request, the District will prepare an estimate for the total cost of the installation of a hydrant. On completion of the work, the Customer will be billed actual cost. At the District's option, this work can be done at a Contract price to be paid in advance. The District will own the hydrant.

2. It is understood that the District does not guarantee any minimum quantities of water or pressure of the water to be furnished to any such hydrants or outlets. The District shall not be liable in any manner for any loss or claim by reason of the quantity of water, or pressure of the same furnished to such hydrant or outlet.

C. Hydrant Operation

Only authorized District personnel or firefighters in the performance of their duties shall operate fire hydrants connected to the District's Water Service.

69. ADDITIONAL UNIT SURCHARGE

The monthly minimum charge for Multi-Family Units or Water Services with multiple dwelling units served by a single residential meter shall include the basic monthly charge for the first dwelling unit and a surcharge as shown in the [Water Rate Schedules](#) for each additional dwelling unit served. Each commercial unit in addition to a dwelling unit served through a residential meter shall have a surcharge as noted in the [Water Rate Schedules](#).

Each residential dwelling unit served through a commercial Water Service will be billed an additional unit surcharge as noted in the [Water Rate Schedules](#). Each additional commercial unit served through a commercial Water Service will not be billed an additional unit surcharge.

For residential Water Services where additional dwellings or units are served from one meter and an additional unit surcharge is applied, the volume of water per tier (see [Water Rate Schedules](#)) shall be multiplied by the total number of dwelling units served by the water meter.

70. REMOTE METER READING

The District shall, at its option, install and utilize remote meter reading systems. These systems will provide meter readings at a location that is remote from the meter.

71. RESALE

Water is not to be re-sold by the Customer, except by special Contract or written permission of the District. In no case, unless approved in writing by the District, may the rates charged exceed the rates charged by the District for similar service.

WASTEWATER SERVICE REGULATIONS

The following service regulations are specific to Wastewater and apply to the Wastewater System in addition to the general Utility Service Regulations and the Water and Wastewater Service Regulations.

72. AVAILABILITY OF SERVICE

In order to obtain Wastewater Service, the Customer's property must be within the District's defined service boundaries, and the Customer's property legal access (i.e. private driveway) must be directly adjacent to Sanitary Sewer. Properties located outside established service boundaries are not eligible for Wastewater Service unless service is required to address a threat to human or environmental health. The health threat must be documented by the local or State Health Department, or the State Department of Ecology.

73. DUTY TO CONNECT

Where service is available pursuant to Section 72 above, all new construction, all existing construction with a failed on-site sewage system, and all existing structures which are being altered in a manner which results in the existing on-site sewage system being inadequate shall connect to a District Wastewater System.

No construction or repair of any on-site sewage system will be allowed on any property located within the District's defined service boundaries.

74. WASTEWATER SERVICE CONNECTION

- A. A separate and independent Service Lateral shall be provided for each property. Two buildings on a single property can share a common lateral where one building stands at the rear of another, and the Service Lateral from the front building may be extended to the rear building. There shall be no more than two buildings on a single four (4)-inch Service Lateral.
- B. Service Laterals shall be constructed in accordance with the District Standard Practices.
- C. In all buildings in which any plumbing fixture is too low to permit gravity flow to the Public Sewer, the Customer may install and maintain a pumping method at the Customer's expense to transfer Wastewater to the Service Lateral. A check valve shall be installed on the pump discharge to protect the building from sewage backflow.
- D. Where two buildings share a Service Lateral connected to a STEP system, the Customer of the lower building shall install and maintain a backflow prevention device at the Customer's expense.
- E. Where a STEP tank must be installed to serve the property, the Customer shall provide a location suitable to the District to install the STEP tank and appurtenances. The STEP tank location shall provide the District unrestricted access for maintenance and replacement. The Customer shall furnish an easement for the District's STEP tank and facilities, using the District's standard easement form.

- F: The District shall own and maintain Service Laterals installed between the District's gravity Sewer Main and public right-of-way. The District shall own and maintain all STEP tanks. The Customer shall own and maintain the Service Lateral from the public right-of-way line or STEP tank to the building being served.

75. MEASUREMENT OF WASTEWATER

Measurement of the volume of Wastewater discharged by a Customer to the District's Wastewater System may be required at the discretion of the District. Where the District provides Water Service, measurement will be based on the volume of domestic water metered into the Premises.

Where the District does not provide Water Service and Wastewater Service is provided by a District-owned STEP tank, flow measurement shall be provided by a metering device installed on the discharge piping of the STEP pump. The District will furnish and install the metering device. The Customer shall pay the Actual Costs to the District to perform the metering installation.

Where the District does not provide Water Service and Wastewater Service is provided by a gravity collection system, measurement will be based on either the volume of water metered into the Premise, or the volume of Wastewater discharged through the Customer's Service Lateral to the District's Wastewater System. The metering system shall be constructed in accordance with District Standard Practices. All costs for the metering installation shall be borne by the Customer. The Customer shall maintain the metering installation in accordance with the District's discretion. The Customer shall provide the District unrestricted access to the completed metering installation indefinitely.

A Customer who believes the amount of water discharged into the Wastewater System is considerably less than the amount of domestic water metered into the building may install a flow metering device using District Standard Practices at the Customer's expense.

In the event High Strength Wastewater is discharged, the District may require the Customer to install an automatic sampling device in accordance with District Standard Practices. The Customer will be required to pay all costs associated with any ongoing metering and testing required to determine the volume and strength of the Wastewater discharged into the District's system.

76. PROHIBITED USES OF DISTRICT SEWERS AND DISCONNECTION FOR VIOLATIONS

- A. No person shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff, or subsurface drainage to any Public Sewer.
- B. Storm water and all other unpolluted drainage shall be discharged only to such Sewers as are specifically designated as Storm Sewers, or to a Natural Outlet.
- C. Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes to any Public Sewer:

1. Any liquid or vapor having a temperature higher than 150° F.
 2. Any water or waste which may contain more than twenty parts per million (ppm), by weight, of fat, oil or grease.
 3. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
 4. Any Garbage other than Properly Shredded Garbage as defined herein.
 5. Any ashes, cinders, sand, mud, straw, metal shavings, glass, rags, feathers, tar, plastics, wood, manure, or any other solid or viscous substance capable of causing obstruction to the flow in Sewers or other interference with the proper operation of the Wastewater works.
 6. Any waters or wastes having pH lower than 6.0 or higher than 8.5, or having any other corrosive property with the potential of causing damage or hazard to structures, equipment, and personnel of the District.
 7. Any waters or wastes containing a toxic or poisonous substance, including diphenylamine (DPA) and sodium orthopenylphenate (SOPP), that will or could potentially injure or interfere with any Wastewater treatment process, constitute a hazard to humans or animals, or create any hazard in the receiving waters of the Wastewater treatment facility.
 8. Any waters or wastes containing Suspended Solids that would adversely affect the operation of the Wastewater treatment plant.
 9. Any noxious or malodorous gas or substance with the potential of creating a public nuisance.
- D. Grease, oil, and sand interceptors shall be provided when, in the opinion of the District, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand, and other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the District, and shall be located as to be readily and easily accessible for cleaning by the user and for inspection by District personnel.

Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, watertight, and equipped with easily removable covers which when bolted in place shall be gas-tight and water-tight.

- E. Where installed, all grease, oil and sand interceptors shall be maintained and/or pumped by the Customer a minimum of one time per year, at the Customer's expense, to provide continuously efficient operation. At the discretion of the District, maintenance and/or pumping of said interceptors may be required more often. The Customer shall submit proof, in the form of a dated receipt, of maintenance and/or pumping to the District upon request.
- F. Without prior written approval by the District, discharge of any water or wastes into the District's Wastewater System shall not:

1. have a five (5) day Biochemical Oxygen Demand greater than 250 parts per million by weight
2. contain more than 250 parts per million by weight of Suspended Solids
3. contain more than 50 mg/L total nitrogen
4. contain more than 10 mg/L total phosphorus
5. contain any quantity of substances having the characteristics described in subsection C

Where necessary in the opinion of the District, the Customer shall provide, at his or her expense, such preliminary treatment as may be necessary to:

1. reduce the Biochemical Oxygen Demand to 250 parts per million and the Suspended Solids to 250 parts per million by weight.
2. reduce objectionable characteristics or constituents to within the maximum limits provided for in subsection C above.
3. control the quantities and rates of discharge of such waters or wastes to conform to the above requirements and to eliminate any sudden discharge, surge, or other condition which would adversely impact the performance of the District's Wastewater System.

Plans, specifications and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for approval of the District and of the Washington Department of Ecology, and no construction of such facilities shall be commenced until said approvals are obtained in writing.

- G. Where preliminary treatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the Customer at the Customer's expense.
- H. When required by the District, the Customer of any property served by a Service Lateral carrying Industrial Wastes shall install a suitable control manhole in the Service Lateral to facilitate observation, sampling and measurement of the wastes. Such manhole, when required, shall be accessible and safely located, and shall be constructed in accordance with District Standard Practices. The manhole shall be installed by the Customer at the Customer's expense, and shall be maintained by the Customer to be safe and accessible at all times.
- I. All measurements, tests, and analysis of the characteristics of waters and wastes to which reference is made in subsections C and F shall be determined in accordance with "Standard Methods for the Examination of Water and Wastewater," and shall be determined at the control manhole provided for in subsection H. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the Sanitary Sewer to the point at which the Service Lateral is connected. All costs incurred by the District for measurements and testing shall be paid by the Customer being served.
- J. No statement contained in this article shall be construed as preventing any special written agreement between the District and a Customer whereby a

waste of unusual strength or character may be accepted by the District for treatment, subject to payment therefore by the Customer being served.

- K. The District may immediately and without notice discontinue service to any Customer violating any of these provisions.

77. CUSTOMER-CAUSED SYSTEM DISTURBANCES

Discharges of Wastewater causing disturbances to the District's Wastewater conveyance or treatment facilities are prohibited. Upon notice from the District, if provisions to correct the disturbances are not implemented by the Customer within five (5) business days, the District may disconnect the Customer's service.

78. CUSTOMER SERVICE LATERAL FAILURE

If the Customer's service fails, the Customer shall endeavor to determine if a broken or plugged service line exists on the property. If a District serviceman is sent to the Customer's Premises at the Customer's request, and it is determined that the problem is caused by failure of the Customer's system or line, a charge may be made. [Fees and Charges](#)

79. ADDITIONAL UNITS

In addition to the basic monthly charge, accounts that include additional units served by a single connection shall include a charge as listed in the [Wastewater Rate Schedules](#) for each additional unit served.

80. ADDITIONAL STEP TANK

In addition to the basic monthly charge, each single connection served by more than one STEP tank shall include a charge as listed in the Wastewater Rate Schedules for each additional STEP tank.

81. NON-RESIDENTIAL USERS

Non-residential rate schedules (e.g. commercial, industrial and institutional) shall include a basic monthly charge, determined by the District based on the estimated or measured volume and strength of wastewater discharged to the system. At the District's discretion, non-residential rate schedules may include a quantity rate in addition to the basic monthly charge. Wastewater volume shall be measured in accordance with Section 75, Measurement of Wastewater.

The monthly rate for accounts within non-residential rate schedules that do not include a quantity rate will include the basic monthly charge multiplied by a unit factor (e.g. 1, 2, 3, etc.) determined by the District based on the estimated or measured volume and strength of wastewater discharged to the system.

Basic monthly and quantity rate charges are listed in the Wastewater Rate Schedules.

RESOLUTION HISTORY

UTILITY SERVICE REGULATIONS

Resolution No. 07-13211	December 3, 2007
Resolution No. 08-13263	February 25, 2008
Resolution No. 09-13468	June 1, 2009
Resolution No. 10-13552	June 14, 2010
Resolution No. 12-13714	April 2, 2012
Resolution No. 15-13987	November 2, 2015
Resolution No. 17-14155	June 26, 2017
Resolution No. 18-14238	April 16, 2018

ELECTRIC SERVICE REGULATIONS

Resolution No. 75-5056	April 1, 1975
Resolution No. 83-6865	March 15, 1983
Resolution No. 87-7738	February 17, 1987
Resolution No. 89-8274	April 15, 1989
Resolution No. 98-11014	June 8, 1998
Resolution No. 99-11248	June 14, 1999
Resolution No. 99-11336	December 13, 1999
Resolution No. 01-11728	March 26, 2001
Resolution No. 01-11875	August 13, 2001
Resolution No. 02-11999	February 4, 2002
Resolution No. 04-12541	April 26, 2004
Resolution No. 04-12555	May 24, 2004
Resolution No. 07-13211	December 3, 2007
Resolution No. 16-14105	December 5, 2016
Resolution No. 17-14155	June 26, 2017
Resolution No. 18-14238	April 16, 2018

WATER/WASTEWATER SERVICE REGULATIONS

Resolution No. 82-6804	November 23, 1982
Resolution No. 83-6918	July 12, 1983
Resolution No. 83-6920	July 12, 1983
Resolution No. 90-8651	May 7, 1990
Resolution No. 91-8941	April 15, 1991
Resolution No. 95-10315	November 20, 1995
Resolution No. 96-10613	December 16, 1996
Resolution No. 98-10969	March 30, 1998
Resolution No. 99-11249	June 14, 1999
Resolution No. 99-11336	December 13, 1999
Resolution No. 00-11419	March 27, 2000
Resolution No. 01-11675	February 5, 2001
Resolution No. 01-11727	March 26, 2001
Resolution No. 01-11764	April 23, 2001
Resolution No. 01-11875	August 13, 2001
Resolution No. 04-12541	April 26, 2004
Resolution No. 04-12555	May 24, 2004
Resolution No. 07-13211	December 3, 2007
Resolution No. 16-14105	December 5, 2016