

A G E N D A
GRANT COUNTY PUBLIC UTILITY DISTRICT
30 C Street SW – Commission Meeting Room
Ephrata, Washington
COMMISSION MEETING
Tuesday, April 11, 2023

An Executive Session may be called at any time for purposes authorized
by the Open Public Meetings Act

- 9:00 a.m.** Commission Convenes
Review and Sign Vouchers
- 9:30 a.m.** Reports from staff
- 12:00 Noon** Lunch
- 1:00 p.m.** Safety Briefing
Pledge of Allegiance
Attendance
Public requests to discuss agenda items/non-agenda items
Correspondence
Business Meeting

1. Consent Agenda

Approval of Vouchers

Meeting minutes of March 28, 2023

2. Regular Agenda

Motion authorizing the General Manager/CEO to execute Change Order No. 36 to Contract 230-3737 with GE Steam Power, Inc., increasing the not-to-exceed contract amount by \$385,135.18 for a new contract total of \$104,597,068.04 subject to the Price Adjustment Provisions of Section SR-13 including changes incorporated by this Change Order, modifying completion dates of Section SR-2.A.2 to be replaced with revised Milestone dates in Item A.4, assessing any liquidated damages for SR-2.A.2 upon revised completion dates, and resetting the delegated authority levels to the authority granted to the General Manager/CEO per Resolution No. 8609 for charges incurred as a result of Change Order No. 36. (3443)

3. Review Items For Next Business Meeting

XXXX – Resolution Amending Grant PUD’s Telecommunication Customer Service Policy and Related Fee Schedule.

4. Calendar

5. Reports from Staff (if applicable)

Adjournment

CONSENT AGENDA

Draft – Subject to Commission Review

REGULAR MEETING OF PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY

March 28, 2023

The Commission of Public Utility District No. 2 of Grant County, Washington, convened at 8:30 a.m. at Grant PUD's Hydro Office Building, 14353 Highway 243 South, Beverly, Washington and via Microsoft Teams Meeting / +1 509-703-5291 Conference ID: 596 502 173# with the following Commissioners present: Nelson Cox, President; Tom Flint, Vice-President; Terry Pyle, Secretary; Larry Schaapman, Commissioner and Judy Wilson, Commissioner.

An executive session was announced at 8:30 a.m. to last until 9:00 a.m. to review performance of a public employee with legal counsel present pursuant to RCW 42.30.110(1)(g). The executive session concluded at 9:00 a.m. and the regular session resumed.

The Commission convened to review vouchers and correspondence.

The Commission recessed at 9:15 a.m.

The Commission resumed at 9:30 a.m.

A round table discussion was held regarding the following topics: request for additional information regarding Chelan PUD's recent water purchase; update from Commissioner Schaapman regarding meeting with Vantage Data Center and their request for additional power capacity; discussion regarding additional resources and transmission availability; unanimous state approval on the progressive design build approach; Hanford Agreement spill and additional coordination efforts in progress with Douglas PUD; and WPUA membership and its value to Grant PUD business operations.

Bill Dunbar, Power Production Electrician, gave a Stress Management Training.

Nichole Bortle, Senior Safety Coordinator, provided the Safety Report.

Craig Bressan, Senior Manager of Safety, reported on the Safety Health and Improvement Plan (SHIP).

The Commission recessed at 10:45 a.m.

The Commission resumed at 11:00 a.m.

Chuck Allen, Senior Manager of External Affairs, and Annette Lovitt, Public Affairs Officer, provided a report on Public Power and Industry Outreach Activity.

Trade association and committee reports were reviewed.

The Commission recessed at 11:45 a.m.

The Commission resumed at 12:00 p.m.

An executive session was announced at 12:00 p.m. to last until 12:55 p.m. to review performance of a public employee pursuant to RCW 42.30.110(1)(g). The executive session concluded at 12:55 p.m. and the regular session resumed.

Lisa Marcusen, Quincy, Washington, spoke in opposition to routes 4 and 4B of the Wanapum to Mountain View transmission line and requested the Commission consider alternate routes. In addition, she provided an additional nine petition signatures to Commissioner Schaapman. Ms. Marcusen noted there are now a total of 145 petition signatures opposing the Wanapum to Mountain View 230kV transmission line project.

John Eilers, Royal City, Washington, spoke in opposition to route 4B of the Wanapum to Mountain View transmission line.

Dwain Forester, Royal City, Washington, spoke in opposition to route 4B of the Wanapum to Mountain View transmission line and noted the negative impacts he felt would affect his personal air strip.

Correspondence was noted from the Greater Crescent Bar Association regarding security concerns within the Crescent Bar Recreation Area. In addition, Commissioner Schaapman noted additional petitions received from landowners in opposition to proposed route of the Wanapum to Mountain View transmission line route.

The Commission recessed at 1:35 p.m.

The Commission resumed at 1:45 p.m.

Consent agenda motion was made Mrs. Wilson and seconded by Mr. Flint to approve the following consent agenda items:

Payment Number	129960	through	130367	\$42,583,753.39
Payroll Direct Deposit	213728	through	214492	\$2,288,047.06
Payroll Tax and Garnishments	20230322A	through	20230322B	\$992,272.46

Meeting minutes of March 14, 2023.

After consideration, the above consent agenda items were approved by unanimous vote of the Commission.

Resolution No. 9011 relative to approving a policy state with the Yakama Nation was presented to the Commission. Motion was made by Mr. Flint and seconded by Mrs. Wilson to approve Resolution No. 9011. After consideration, the motion passed by unanimous vote of the Commission.

RESOLUTION NO. 9011

A RESOLUTION APPROVING POLICY STATEMENT ID-NO-01 TO THE JUNE 11, 2007 SETTLEMENT AGREEMENT WITH THE YAKAMA NATION

Recitals

1. On June 11, 2007, the Yakama Nation and Grant PUD executed a Settlement Agreement to resolve concerns over relicensing of the Priest Rapids Project;
2. The Settlement Agreement requires Grant PUD to make Priest Rapids Project Power, or its financial equivalent, available to the Yakama Nation and Yakama Power throughout the term of the current FERC license;
3. The Settlement Agreement defines each party’s respective rights and obligations associated with development of new generation resources and renewable generation projects;
4. The Settlement Agreement is further clarified by a Policy Statement jointly developed by Yakama Nation, acting through its Yakama Power public utility enterprise, and Grant PUD, which is presented as an Implementation Policy, stating and setting forth the parties’ mutual understandings relative to entitlement to renewable energy credits and the tolling of when such entitlements commence; and
5. Grant PUD’s General Manager and Chief Resource Officer recommend that Grant PUD’s Board of Commissioners approve the attached Policy Statement, ID-No-01.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 2 of Grant County, Washington, that the attached Policy Statement, ID-No-01, to the June 11, 2007 Settlement Agreement with the Yakama Nation is hereby approved and the General Manager is hereby authorized to execute the Policy Statement on behalf of Grant PUD.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 28th day of March, 2023.

The Commissioners reviewed future agenda items.

The Commission calendar was reviewed.

Resolution No. 9012 relative to establishing the time and location of regular Commission meetings was presented to the Commission. Motion was made by Mr. Flint and seconded by Mrs. Wilson to approve Resolution No. 9012. After consideration, the motion passed by unanimous vote of the Commission.

RESOLUTION NO. 9012

A RESOLUTION AMENDING RESOLUTION NO. 8694, AND ESTABLISHING THE TIME AND LOCATION OF REGULAR COMMISSION MEETINGS

Recitals

1. RCW 42.30.070 requires public agencies, including Public Utility District No. 2 of Grant County (Grant PUD) to provide the location and time for holding regular meetings by resolution;
2. Grant PUD, pursuant to Resolution No. 8694 has previously established the location and time for holding regular meetings;
3. Grant PUD's Board of Commissioners (Commission) believe that it would be in Grant PUD's best interest to commence meetings of the Commission on the second and fourth Tuesday of each month at 8:30 a.m. at Grant PUD's Ephrata Headquarters Building, 30 C Street SW, Ephrata, Washington; and
4. The Commission may schedule additional dates and times for workshops as needed.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. Effective April 2023, Grant PUD's Commissioners shall meet at 8:30 a.m. on the second and fourth Tuesday of each month at the Ephrata Headquarters Building, 30 C Street S.W., Ephrata, Washington, until further notice (the business portion of the meeting, during which time motions and resolutions will be presented for action, will generally begin at 1:00 p.m., but may start earlier).

Section 2. If any regular Commission meeting falls on a holiday, such regular meeting shall be held on the next business day.

Section 3. This resolution amends Grant PUD Resolution No. 8694.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant PUD County, Washington, this 28th day of March, 2023.

Thomas Stredwick, Senior Manager of Employee Experience, provided the Organizational Development Report.

The Commission recessed at 3:00 p.m.

The Commission resumed at 3:10 p.m.

Fallon Long, Senior Manager of Internal Services, presented the Internal Services Report.

Chris Roseburg, Senior Manager of Operational Excellence, provided the Operational Excellence Report.

There being no further business to discuss, the March 28, 2023 meeting officially adjourned at 4:04 p.m.

Nelson Cox, President

ATTEST:

Terry Pyle, Secretary

Tom Flint, Vice President

Larry Schaapman, Commissioner




Judy Wilson, Commissioner


REGULAR AGENDA

Motion was made by _____ and seconded by _____ authorizing the General Manager/CEO to execute Change Order No. 36 to Contract 230-3737 with GE Steam Power, Inc., increasing the not-to-exceed contract amount by \$385,135.18 for a new contract total of \$104,597,068.04 subject to the Price Adjustment Provisions of Section SR-13 including changes incorporated by this Change Order, modifying completion dates of Section SR-2.A.2 to be replaced with revised Milestone dates in Item A.4, assessing any liquidated damages for SR-2.A.2 upon revised completion dates, and resetting the delegated authority levels to the authority granted to the General Manager/CEO per Resolution No. 8609 for charges incurred as a result of Change Order No. 36.

MEMORANDUM**March 7th, 2023**

TO: Richard Wallen, General Manager

VIA: Jeff Grizzel, Chief Operating Officer
Ty Ehrman, Managing Director of Power Production 
Dale Campbell, Senior Manager of Power Production 
Stuart Hammond, Manager Engineering
Vince Von Paul, EPMO Manager 

FROM: Jeff Niehenke, Electrical Engineer 

SUBJECT: Contract 230-3737, Change Order No. 36

Purpose: To request Commission approval of Change Order No. 36 to Contract 230-3737 for schedule delays due to wicket gate troubleshooting and repairs, in the amount of \$385,135.18 to GE Steam Inc.

Discussion: Contract No. 230-3737 was awarded to Alstom Power, Inc. on June 9, 2015. Alstom subsequently sold this business to GE Steam Power, Inc (GE). This Contract includes a new or refurbished stator winding, rotor pole refurbishment, generator shaft refurbishment, new excitation and monitoring systems, new thrust bearing, and thorough engineering analysis for all remaining generator components for a 50-year life extension.

The Unit 4 return to service date was delayed during commissioning due to vibration of the wicket gates when the unit was shut down. The commissioning of the generator was prioritized once an initial investigation was performed which resulted in additional costs for generator commissioning. Change Order 35 addressed these commissioning costs in the amount of \$45,506.38.

The corrective actions to resolve the wicket gate vibration was to refile the sealing edges of the gates which is a very time-consuming process that is also hard to predict. This corrective work along with subsequent turbine commissioning resulted in a total delay of 85 days or 12 weeks. As a result, the Unit 5 outage start date was moved from June 27th, 2022 to Sept 19th, 2022. The Contract extension cost for this delay is \$385,135.18

The Contract extension costs of the Contractor include the following:

- Fixed site costs such as forklift rental, tooling calibration/service, vehicles, and break trailer.
- Insurance and bonding
- Site management including Site Manager, Technical Representative, and Foreman
- Site craft workers, typically 6, 1.5 weeks only
- Project management costs including project director, contract officer, scheduler, quality controller, cost controller etc.

Historically these extension costs have been negotiated at a monthly rate of \$193K to \$211K on change orders 22, 25, and 27. These extension costs total \$193k/month on this Change Order despite wage increases.

In addition to the delay costs, there was a significant cost reduction of \$185K negotiated in exchange for extending material delivery for miscellaneous electrical installation materials. Extending the material delivery of these items will not impact the completion milestones.

Justification:

The Contract Milestone Schedule as originally awarded was a 12-month outage duration. This was extended to 14 months for Unit 3 with Change Order 22. The total delay from wicket gates repairs is an additional 12 weeks to the start of Unit 5.

Following the discovery of the wicket gate vibration, other options were considered including repairs prior to finishing generator commissioning. Extra provisions with use of the emergency wheel gates were utilized to minimize impacts to the generator commissioning. In addition, extended repair schedules were utilized in the repair of the wicket gates to reduce impacts.

Financial Considerations:

The delays caused by the wicket gate vibration and repairs were not budgeted for in the project. However, for 2023, the delay costs have effectively replaced the unit 5 expected costs resulting in minimal impact to 2023 budget. The unit 5 costs and all subsequent units have now been delayed 2+ months so the overall project cashflow has been extended. This extension will be effectively added to the last year cost of the project. The Budget Contract Number is B100020A, the Project ID for Unit 5 is 101762 and the cost center is EB5600. The Project Initiative number is IN213. The Project Manager for the Priest Rapids Generator Rehabilitation is Eric Hull, and the District Representative is Jeff Niehenke.

Change Order History: See attached table.

Legal Review: See attached email.

Recommendation: Commission approval of Change Order No. 36 to Contract 230-3737 for schedule delays due to wicket gate troubleshooting and repairs, in the amount of \$385,135.18 to GE Steam Inc.

CHANGE ORDER
NO. 36

Pursuant to Section GC-12, the following changes are hereby incorporated into this Contract:

A. Description of Change:

1. Unit 5 Delays for Turbine Wicket Gate Delays

As a result of wicket gate vibration discovered during Unit 4 commissioning and subsequent repairs performed by the District, there was a delay from June 27, 2022 until September 19, 2022 for the scheduled out of service date of Unit 5 (P07). The Milestone Schedule has been revised as shown in Item A.4 below accordingly. By executing this Change Order No. 37, Contractor agrees that all outstanding claims for delays through September 19, 2022 have been satisfied.

This Change Order Item A.1 results in an increase to the Contract Price in the amount of \$385,135.18. Contractor may submit an invoice for this Item A.1 upon execution of the Change Order.

2. Pursuant to Section SR-14, Outsourcing and Subcontracting, Wesco is no longer an approved Subcontractor for the supply of materials or services for this Contract.
3. Contractor shall provide a detailed procurement plan for remaining Units. Plan shall be provided to the District Representative one month after each respective Unit Notice to Proceed is issued by the District and shall be updated monthly to ensure all items, including hardware, are delivered by the material delivery date.

4. Replace Section SR-2.A.2, Milestone & Outage Coordination Schedule with the following:

TABLE SR-2.A.2 MILESTONE & OUTAGE COORDINATION SCHEDULE														Change Order 36 changes shown in grey cells	
Milestone*	TASK	Days after OOS date	TASK DURATION	U4 duration	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6	Unit 7	Unit 8	Unit 9	Unit 10	
NTP-Unit	Notice to Proceed (NTP)				See ITB-12.A	11/1/2015	3/1/2019	5/20/2020	6/7/2022	11/1/2019	11/1/2020	11/1/2021	11/1/2022	11/1/2023	
MS-X01	Material Delivery	90			N/A	11/1/2017	N/A	2/14/2021	4/15/2023	12/1/2021	12/1/2022	12/1/2023	12/1/2024	12/1/2025	
N/A	Out of Service Date (OOS) of Unit				8/1/2016	1/29/2018	4/1/2019	11/16/2020	9/19/2022	8/1/2021	8/1/2022	8/1/2023	8/1/2024	8/1/2025	
MS-X02	Removal of ventilation system during disassembly. Estimated start 5 days after OOS date		5		5 days	5 days	5 days		5 days	5 days	5 days	5 days	5 days	5 days	
MS-X03	Access provided by District to rotor in erection bay	40			9/10/2016	2/19/2018	5/11/2019	2/16/2021	10/29/2022	9/10/2021	9/10/2022	9/10/2023	9/10/2024	9/10/2025	
N/A	Rehab of rotor in erection bay and rehab of poles**		307												
MS-X04	Refurbished Rotor or (New Spare Rotor) Complete in Erection Bay		307		7/14/2017	11/30/2018	1/10/2020	1/15/2022	7/23/2023	4/22/2022	4/22/2023	4/21/2024	4/22/2025	4/22/2026	
MS-X05	Generator shaft assembly removed by District from Unit	50			9/11/2016	3/20/2018	5/12/2019	12/28/2020	11/8/2022	9/11/2021	9/11/2022	9/11/2023	9/11/2024	9/11/2025	
N/A	Crating/un-crating, transporting & machining of generator shaft assembly		216												
MS-X06	Generator shaft and coupling hardware delivered to site and ready to install	257			6/15/2017	NA	NA	NA	NA	4/15/2022	4/15/2023	4/14/2024	4/15/2025	4/15/2026	
MS-X06A	Generator shaft and thrust bearing assembly installed into lower bracket and ready to be installed into Unit.		246			12/11/2018	1/24/2020	12/8/2021	7/19/2023						
MS-X07	Access provided by District to stator in Unit	51			9/12/2016	2/26/2018	5/13/2019	2/18/2021	11/9/2022	9/21/2021	8/1/2022	8/1/2023	4/15/2141	9/29/2143	
N/A	Work platform hole must stay open to corbel diameter for pass through of turbine parts during disassembly	42-80													
N/A	Work platform hole may be closed for short durations with coordination through District of turbine rehab work	81-257													
N/A	Remove winding, rehab core/frame/soleplates, and install new winding, install & remove work platform. Unit 4: rehabilitate ABB winding including inspecting, testing, cleaning and repair		259												
MS-X08	Stator Complete ***	301			7/24/2017	11/26/2018	1/27/2020	12/23/2021	7/17/2023	4/29/2022	4/29/2023	4/28/2024	4/29/2025	4/29/2026	
MS-X09	Monitoring Systems Complete	301			7/24/2017	11/26/2018	1/27/2020	12/23/2021	7/17/2023	4/15/2022	4/15/2023	4/14/2024	4/15/2025	4/15/2026	
MS-X10	Lower ventilation system final install during assembly		4		4 days	4 days	4 days	4 days	4 days	4 days	4 days	4 days	4 days	4 days	
MS-X11	Upper ventilation system final install during assembly		4		4 days	4 days	4 days	4 days	4 days	4 days	4 days	4 days	4 days	4 days	
MS-X12	Commissioning of exciter, monitoring systems, and generator, and acceptance testing (not including loss testing of TS2-12.15.1) See CO22 for reduced acceptance testing	~304	37		37 days	37 days	25 days	37 days	37 days	37 days	37 days	37 days	37 days	37 days	
N/A	Target return to service date	14 Month				2/28/2019	5/30/2020	5/2/2022	11/18/2023						
MS-X13	Installation, O&M manuals, shop test reports, field test reports, and quality records for Unit	425			2/28/2018	4/29/2019	7/29/2020	7/1/2022	11/18/2023	9/30/2022	9/30/2023	9/29/2024	9/30/2025	9/30/2026	

* X in Milestone number represents the Unit number, i.e. MS-902 is Unit 9 Milestone 2

** Eight weeks (56 days) of duration is reserved for District to perform asbestos abatement of windings per TS2-15.2

- B. Time of Completion: The completion dates of Section SR-2.A.2 shall be replaced with the revised Milestone dates in Item A.4 above. Liquidated damages, if any, for SR-2.A.2 shall be assessed on the revised completion dates.

- C. Contract Price Adjustment: As a result of this Change Order, the not to exceed Contract Price shall be increased by the sum of \$385,135.18 plus applicable sales tax. This Change Order shall not provide any basis for any other payments to or claims by the Contractor as a result of or arising out of the performance of the work described herein. The new total revised maximum Contract Price is \$104,597,068.04, subject to the Price Adjustment provisions of Section SR-13, including changes incorporated by this Change Order.

- D. Except as specifically provided herein, all other Contract terms and conditions shall remain unchanged.

Public Utility District No. 2
of Grant County, Washington

GE Steam Power, Inc.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



Change Order Table

Contract Title: Priest Rapids Dam Generator Rehabilitation

Contract No.	230-3737	Award Date:	6/9/2015
Project Manager:	Jeff Niehenke	Original Contract Amount:	\$87,903,514.00
District Representative (If Different):		Original Contract completion:	Based on NTP
Contractor:	GE Steam Power, Inc.	Total CO Cost Change Amt	\$16,693,554.04

CO#	Change Description	Approved by	Approval Date	Revised Completion Date	Cost Change Amount	Revised Contract Amount	Authority Level Tracking
1	Increase the Contract Price for the supply of a complete load system prior to the outage.	Dept Mgr	09/17/15	N/A	\$93,691.19	\$87,997,205.19	\$93,691.19
2	Replace Sections TS2-8.4, TS2-10.3 and SR-2.A.1 Milestone Schedule. Increase the Contract Price for Contractor to provide engineering analysis and design for new thrust bearing assembly.	Director	04/26/16	N/A	\$345,446.00	\$88,342,651.19	\$439,137.19
3	Increase the Contract Price for the addition of a RPM meter.	Dept Mgr	04/27/16	N/A	\$40,257.00	\$88,382,908.19	\$479,394.19
4	Replace Section GC-30, Bond in Lieu of Retainage and Exhibit "I" Bond in Lieu of Retainage.	Hydro Eng Supvr	05/05/16	N/A	\$0.00	\$88,382,908.19	\$479,394.19

5	Increase the Contract Price for the supply of thrust bearing for up to 10 units and replace SR-S.A.1 Milestone Schedule. Replace Section TS1-9.4 paragraph 5 and TS1-9.4.D.	Comm	05/24/16	N/A	\$6,924,838.00	\$95,307,746.19	\$7,404,232.19
6	Increase the Contract Price for ten (10) additional items, replace Section SR-2.A.1 and replace Section Nos. TS2-16.2, TS2-16.2.1, TS2-16.3 and TS2-15.9.	Director	07/14/16	N/A	\$399,128.00	\$95,706,874.19	\$399,128.00
7	Contractor to supply and install a shaft grounding system on 10 Units. Extend the Milestone schedule in Section SR-2.A.2.	Hydro Eng Supvr	07/27/16	N/A	\$0.00	\$95,706,874.19	\$399,128.00
8	Contractor to supply and install lower stator frame sole plates, supply of generator shaft to turbine shaft coupling hardware, replace Section TS2-8.2.3, delete Section TS2-8.2.4. reinforcement of stator frame coupling flange, upper bracket engineering analysis, payment schedule for CO 8 and replace the table in Section SR-2.A.2.	Comm	09/27/16	N/A	\$4,629,926.94	\$100,336,801.13	\$5,029,054.94

9	Raise and lower rotor rim, inspect and machine rotor spider support ledge, supply and install replacement rotor baffle plates, center the rotor rim to the spider, for the refurbishment of Unit 1 rotor.	Comm	11/08/16	N/A	\$702,620.00	\$101,039,421.13	\$702,620.00
10	Replace Sections TS1-14.2.T and TS2-15.16.2. Increase the Contract Price for new brass dampener collar on 89 poles, on-site repair to the stator frame and rotor spider, and repairs to the rotor poles. Replace the Section SR-2.A.1 Milestone Schedule.	Director	11/22/16	N/A	\$200,665.35	\$101,240,086.48	\$200,665.35
11	Replace Section TS2-17.2.1 and SR-2.A.2. Bid Item No. 9 to be modified into 4 payments. Contractor to provide on-site labor to uncrate excitation equipment and move equipment into powerhouse storage.	Hydro Eng Supvr	01/12/17	N/A	\$0.00	\$101,240,086.48	\$200,665.35
12	Increase the Contract Price for design of new rotor spider and rotor rim, lead abatement on stator frame, design of rotor baffle plates, machining to rotor brake track segments, installation of radial dowel in upper bracket supports and reduction to scope in CO9 of refurbishment of rotor. Replace SR-2.A.1 and SR-2.A.2	Sr Mgr	05/18/17	N/A	\$293,325.00	\$101,533,411.48	\$493,990.35

13	Add two work stipulations for working on the Unit 1 stator and replace Section SR-2.A.2.	Dept Mgr	06/08/17	N/A	\$0.00	\$101,533,411.48	\$493,990.35
14	Increase the Contract Price for spare rotor spider, replace Sections TS2-13.3 and TS2-14.3 and replace Section SR-2.A.1	Comm	06/28/17	N/A	\$2,863,275.09	\$104,396,686.57	\$3,357,265.44
15	Increase the Contract Price for supply of one spare thrust bearing, refurbish work to slip rings, additional field work, design improvements to airhousing baffles, additional stator core and winding RTDs, and thrust bearing pressure transmitters. Revise Sections SR-13.A, B, D and E. Replace Sections SR-2.A.1 and SR-2.A.2.	Managing Director	12/14/17	N/A	\$492,180.42	\$104,888,866.99	\$492,180.42
16	Increase the Contract Price for additional rotor and stator work and rotor pole dampener collars for Units 3-10.	Comm	03/15/18	N/A	\$1,439,710.57	\$106,328,577.56	\$1,931,890.99
17	Increase the Contract Price for reinforcement of stator frame coupling flanges on Unit 2, revise payment of CO16-1 and CO11-5, and replace SR-2.A.1 and SR-2.A.2.	Managing Director	05/22/18	N/A	\$179,979.00	\$106,508,556.56	\$179,979.00

18	Replace Sections SR-2.A.1 and SR-2.A.2. Revise CO15 pressure test dates.	Dept Mgr	06/21/18	N/A	\$0.00	\$106,508,556.56	\$179,979.00
19	Increase the Contract Price for Unit 2 thrust bearing assembly and installation, supply and installation of RTDs on Unit 2 and supply and install of new coupling guard on Unit 2.	Managing Director	09/19/18	N/A	\$155,913.00	\$106,664,469.56	\$335,892.00
20	Replace the Milestone schedule in Section SR-2.A.2.	Dept Mgr	11/26/18	N/A	\$0.00	\$106,664,469.56	\$335,892.00
21	Extend the warranty of the thrust bearing assembly for Unit 2 by 12 months, package bus ducts for Units 3, 5, 7, and 9 to allow for stacking of crates two high, replace the table in CO 16, Item A.4, repair damage to stator winding, install lower stator baffles of Unit 2, and perform additional work to coupons cutting on the rotor spider of Unit 2.	Dept Mgr	03/07/19	N/A	\$62,382.58	\$106,726,852.14	\$398,274.58
22	Unit 3 additional rotor and stator refurbishment work, winding rehabilitation in lieu of replacement, and replace the Milestone schedule in Section SR-2.A.2 (reference 31 Items listed in the Table of Contents)	Managing Director	04/04/19	N/A	-\$1,310,120.48	\$105,416,731.66	\$398,274.58

23	Supply new thrust runners and associated Bonds for Units 4 and 5 ahead of Unit NTPs, replace Section SR-13.A - Off-site (Factory) Labor Adjustment, and replace Section SR-13.I - Examples of Bid Item Price Adjustments.	Managing Director	08/15/19	N/A	\$0.00	\$105,416,731.66	\$398,274.58
24	Refurbish 83 rotor poles for Unit 3 only, compensate the Contractor for delays to the stator lifting, Contractor supplied stator lifting system with string pot displacement sensors at a reduced cost, and replace the Milestone schedule in Section SR-2.A.2	Sr Mgr	01/16/20	N/A	-\$31,152.86	\$105,385,578.80	\$398,274.58
25	Unit 4 additional rotor and stator refurbishment work, winding rehabilitation in lieu of replacement, new work, and replace the Milestone schedule in Section SR-2.A.2 (reference items listed in Table of Contents)	Dept Mgr	05/14/20	N/A	-\$1,821,726.47	\$103,563,852.33	\$398,274.58
26	Compensate the Contractor to inspect and repackage the spare rotor supplied under Change Order No. 14	Sr Mgr	08/13/20	N/A	\$95,544.65	\$103,659,396.98	\$493,819.23

27	Compensate the Contractor for repairing damaged field leads, COVID-19 associated delays, schedule extensions, main bus support reconfiguration, upper bracket work platform improvements, provide delivery clarifications on CO 5 items, and replace the Milestone Schedule in Section SR-2.A.2.	Comm	12/09/20	N/A	\$1,246,414.40	\$104,905,811.38	\$1,740,233.63
28	Increase the Contract Price to reimburse the Contractor for costs incurred as part of the required recurrent antigen testing related to COVID-19.	Sr Mgr	02/08/21	N/A	\$69,765.00	\$104,975,576.38	\$69,765.00
29	Contractor shall provide letter stating the NEMA temperature classification of the new windings installed in P09 and P02 as well as the thermoset or thermoplastic properties of all materials used in the rehabilitation of all generators, implement a design improvement recently identified to the replacement rotor pole damper collars, implement design improvements to the upper stator baffle sealing ring, and increase the not to exceed amount for recurrent antigen testing.	Sr Mgr/Plant Mgr	04/26/21	N/A	\$79,149.84	\$105,054,726.22	\$148,914.84
30	Compensate Contractor for a more extensive reinforcement solution to the stator frame coupling flange for Unit 4.	Managing Director	06/08/21	N/A	\$181,872.49	\$105,236,598.71	\$330,787.33

31	Compensate Contractor for Unit 4 COVID delays and replace the Milestone Schedule in Section SR-2.A.2.	Comm	09/29/21	N/A	\$403,069.00	\$105,639,667.71	\$733,856.33
32	Compensate Contractor for supplying Unit 4 silicon bronze baffle hardware, supplying spare rotor bus connection bars, supplying set of guide bearing adjustment screws, furnish CO2 ice blasting equipment, and replace the Milestone Schedule in Section SR-2.A.2.	Dept Mgr	10/19/21	N/A	\$36,108.34	\$105,675,776.05	\$36,108.34
33	Increase the not to exceed amount for recurrent antigen testing.	Dept Mgr	01/27/22	N/A	\$36,000.00	\$105,711,776.05	\$72,108.34
34	Unit 5 additional rotor and stator refurbishment work, winding rehabilitation in lieu of replacement, new work, Unit 4 outage extension, site personnel credit, and replace the Milestone schedule in Section SR-2.A.2 (reference items listed in Table of Contents).	Dept Mgr	06/07/22	N/A	-\$1,602,847.13	\$104,108,928.92	\$72,108.34

35	Compensate Contractor for Foreign Material Exclusion Policy additional monitor for Unit 4 assembly, CO2 fire suppression system additional testing for Unit 4, Unit 4 excitation system extra commissioning time for wicket gate troubleshooting, Unit 4 technicians extra commissioning time for wicket gate troubleshooting, and tooling storage container removal and tooling relocation.	Managing Director	10/18/22	N/A	\$103,003.94	\$104,211,932.86	\$175,112.28
36	Compensate Contractor for Unit 5 delays for turbine wicket gate delays, remove Wesco as an approved Subcontractor, Contractor to provide detailed procurement plan for remaining Units, and replace the Milestone schedule in Section SR-2.A.2	Comm		N/A	\$385,135.18	\$104,597,068.04	\$560,247.46
Total Change Order Cost Change Amount					16,693,554.04		

For Commission Review – 04/11/2023

RESOLUTION NO. XXXX

A RESOLUTION AMENDING GRANT PUD’S TELECOMMUNICATION CUSTOMER SERVICE POLICY AND RELATED FEE SCHEDULE

Recitals

1. Grant PUD is authorized by RCW 54.16.330 to operate and maintain telecommunications for Grant PUDs own internal telecommunications needs and for the provision of wholesale telecommunications services within Grant PUD, and
2. Grant PUD’s Chief Operating Officer and staff are of the opinion that the Revised Telecommunications Customer Service Policies and related Fee Schedule are in the best interest of Grant PUD.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 2 of Grant County, Washington, that the changes to sections 1,2, and 3, as set forth in the attached Exhibit A are hereby approved and adopted and be effective April 1, 2023.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 11th day of April, 2023.

President

ATTEST:

Secretary

Vice President

Commissioner

Commissioner

MEMORANDUM

January 11, 2023

TO: Rich Wallen, General Manager/Chief Executive Officer

VIA: Jeff Grizzel, Chief Operating Officer

FROM: Terry McKenzie, Senior Manager of Grant Fiber *TKM*

SUBJECT: Updated Telecommunications Customer Service Policy and Fee Schedule

Purpose: To update the Telecommunication Customer Service Policy and create a Telecommunication Fee Schedule from its last version dated December 12, 2017 (Resolution 8869).

Discussion: The Telecommunication Customer Service Policy and Fee Schedule is written for the retail and transport service providers on Grant PUD’s fiber network. The new Telecommunication Fee Schedule is created to support the policies with the associated costs. These changes should parallel the Customer Service Policies when appropriate. The following changes are listed below.

Section	Description
Telecommunication Policy	Change District to Grant PUD
Preamble	Updates specifically how our polices are adopted, used, and based on state, regional and local statues. It is important that our customers understand that we encourage public input, and we make reasonable efforts to notify the public of changes.
Definitions of Terms	Updated industry standard verbiage and clarified customer versus fiber subscriber.
Customer Obligations	Include Grant PUD’s business practices and procedures.
Fiber Connection Point	Clarifying the demarcation to be consistent with the Customer Service Policies.
Fiber New Construction	Connecting the fiber subscriber commitment for new construction standards in the Customer Service Policies.
Temporary Fiber Service	Service Providers will request temporary service at a construction site, added verbiage in the Telecommunication Customer Service Policy and associated fee to the Fee Table.
Construction Outside a Fiber Available Area	Relocating the cost to the Fee Schedule.
Modification of Fiber Facilities	Service Providers will request facility modifications, added verbiage in the Telecommunication Customer Service Policy and associated fee to the Fee Table.
After Hours Fee	Service Providers will request after hours assistance after business hours, added verbiage in the Telecommunication Customer Service Policy and associated fee to the Fee Table.
Late Payment and Returned Check Charges	Details of how we calculate are in business procedures.
Deposit Amounts	Relocating the cost to the Fee Schedule.
Interest on Deposits	Details of how we calculate are in business procedures.
Fee Schedule	Created to support the associated costs.
Revisions	Moved Revisions from Table of Contents to end of Policy.

Recommendation: Commission approval to update the Telecommunication Customer Service Policy and create a Telecommunication Fee Schedule.

Legal Review: See attached e-mail(s).

TELECOMMUNICATIONS CUSTOMER SERVICE

POLICIES

Contents

1.0 PREAMBLE.....1

1.1 DEFINITION OF TERMS.....2

2.0 TELECOMMUNICATION GENERAL POLICIES.....3

2.2 LIMITATIONS OF GRANT PUD'S OBLIGATIONS3

2.3 LIMITATIONS OF DAMAGES.....3

2.4 CUSTOMER OBLIGATIONS3

2.5 APPLICATION FOR SERVICE4

3.0 BILLING AND COLLECTION.....5

3.2 ADJUSTMENT OF BILLING ERRORS5

3.3 PAYMENT5

3.4 LATE PAYMENT CHARGES.....5

3.5 RETURNED CHECK CHARGES.....5

3.6 PAYMENT OPTIONS5

3.7 CREDIT POINTS.....6

3.8 DEPOSIT AMOUNTS6

3.9 PRE PAY6

3.10 REFUND OF DEPOSITS.....7

3.11 INTEREST ON DEPOSITS.....7

3.12 CUSTOMER AND USER REQUIREMENTS7

3.13 RIGHT TO DISCONNECT9

TELECOMMUNICATIONS CUSTOMER SERVICE POLICES

PUBLIC UTILITY DISTRICT #2
OF GRANT COUNTY, WASHINGTON

1.0 PREAMBLE

These Telecommunication Customer Service Policies (TCSPs) have been adopted by Public Utility District No. 2 of Grant County, Washington (“District” or “Grant PUD”) in accordance with Grant PUD’s mission, vision, and values. The TCSP are subject to revision by Grant PUD Board of Commissioners (Commission) at any time to meet these objectives. These policies are to serve as a guide to the employees of Grant PUD to provide the best possible service to our customers using uniform and equitable consideration. Construction details and specifications will conform to current state and national regulations governing such matters and are intended to comply with any state, regional, and local statutes. The CSP shall be considered to be amended whenever a law, regulation, statute, ordinance or equivalent changes so as to comply with such change until the TCSP is updated.

Grant PUD provides telecommunications services and facilities in accordance with the provisions of RCW 54.16.330. Grant PUD reserves the right to discontinue any service at any time and in the event that any Customer shall fail to comply with any policies, provisions or any agreement with Grant PUD. Service may be disconnected by Grant PUD at any time to prevent fraudulent use or to protect its property.

Contracts between Grant PUD and Customers for specialized services such as telecommunication transport services may contain different terms and conditions from those set forth in these Telecommunications Customer Service Policies provided such contracts are approved by Grant PUD’s Commission and further provided that such contracts shall comply with RCW 54.16.330 requiring that the rates, terms, and conditions for such services are not unduly or unreasonably discriminatory or preferential.

Grant PUD encourages and invites public input regarding Grant PUD Rate Schedules and policies. Grant PUD will make reasonable efforts to notify the public of changes to the TCSP. Such notification may include press releases, public announcements, notices with Customer billings, or posts on Grant PUD’s website. Agenda information and commission meeting schedules can be found at grantpud.org.

1.1 DEFINITION OF TERMS

Special terms when used in these policies shall have the following definitions:

Term	Definition
Commission	The elected Board of Commissioners of Public Utility District No. 2 of Grant County, Washington.
Customer	A person or entity purchasing wholesale Telecommunications Services from Grant PUD.
Credit Points	Grant PUD's scoring mechanism for credit worthiness.
Due Date	The date by which the Customer's payment for Telecommunications Services must be received by as specified on Grant PUD's Billing Statement. The Due Date will be 25 days after the billing date specified on the bill, or the next business day if the 25 th day is a weekend or a holiday.
Pre Pay	An agreement by Grant PUD and the Customer obligating the Customer to make advance payment for Telecommunications Services or Facilities.
Telecommunications Services	All telecommunications services and facilities provided to Customers as set forth in applicable rate schedule.
Telecommunication Facilities	Those facilities required to provide Telecommunications Services. This includes, but is not limited to, fiber, vaults, switches, routers and Optical Network Terminals (ONT).
Fiber Demarcation Point	The designated connection point at which Grant PUD's facilities end.
Construction Standards	A set of rules, drawings, guidelines, and specifications for construction of facilities, established by the Grant PUD Standards Team and approved by the Engineer. These standards are intended to promote uniform construction methods, optimize safety, serviceability, appearance, and economy and comply with or exceed local, state and federal regulations.
Telecommunications Customer Application & Agreement	An agreement between Grant PUD and the Customer, which must be executed prior to the extension or furnishing of Grant PUD's Telecommunication Facilities or Telecommunications Services to the Customer.
Fiber Subscriber	A person or entity that is receiving access to Telecommunications Services from a Customer.

2.0 TELECOMMUNICATION GENERAL POLICIES

2.1 RATE SCHEDULES

Rate schedules have been adopted by the Commission to establish charges for Telecommunications Services. The Commission may revise these rate schedules from time to time and at any time as they determine necessary or advisable. Copies of the current rate schedules are available on www.grantpud.org.

2.2 LIMITATIONS OF GRANT PUD'S OBLIGATIONS

Grant PUD will attempt to provide, but does not guarantee, a regular and uninterrupted supply of service. Grant PUD may suspend the delivery of service for the purpose of making repairs or improvements to its Telecommunications Facilities. Repairs or improvements that can be scheduled will be scheduled, when feasible, at such time as to minimize impact to Grant PUD Customers. Telecommunications Services/Facilities are inherently subject to interruption, suspension, curtailment, and fluctuation. In no event, however, shall Grant PUD be liable to its Customers or any other persons for any damages to person or property arising out of, or related to, any interruption, suspension, curtailment, or fluctuation in service if such interruption, suspension, curtailment or fluctuation results in whole or part from any of the following:

- A. Causes beyond Grant PUD's reasonable control including, but not limited to, accident or casualty, fire, flood, drought, wind, acts of the elements, court orders, insurrections or riots, breakdowns of or damage to equipment/facilities of Grant PUD or of third parties, acts of God or public enemy, strikes or other labor disputes, civil, military, or governmental authority.
- B. Repair, maintenance, improvement, renewal, or replacement work on Grant PUD's Telecommunication Facilities, which work, in the sole judgment of Grant PUD, is necessary or prudent.
- C. Automatic or manual actions taken by Grant PUD, which in its sole judgement are necessary or prudent to protect the performance, integrity, reliability or stability of Grant PUD's telecommunication system or any telecommunication system with which it is interconnected.

2.3 LIMITATIONS OF DAMAGES

In no event shall Grant PUD have any obligation or liability for any lost profits, consequential, incidental, indirect, special, or punitive damages of any type arising out of, or in any way connected to, Grant PUD's Telecommunications Services/Facilities or any interruption, suspension, curtailment or fluctuation of Grant PUD's Telecommunications Services regardless of the cause thereof.

2.4 CUSTOMER OBLIGATIONS

It shall be the responsibility of the Customer to abide by all applicable rate schedules and policies relating to service as the same currently exist or are hereafter amended. By continuing to utilize the Grant PUD's Telecommunications Services, the Customer shall be deemed to have accepted all of the terms and conditions contained in Grant PUD's rate schedules, policies, and business practices as the same currently exist or are amended from time to time.

2.5 APPLICATION FOR SERVICE

Customers must: i) complete and sign a Telecommunications Customer Application & Agreement; and ii) pay all previously accrued and outstanding amounts owed to Grant PUD for Telecommunications Services prior to being eligible to receive Telecommunications Services from Grant PUD.

2.6 FIBER CONNECTION POINT

All decisions regarding the final Fiber Connection Point shall be made exclusively by Grant PUD. Grant PUD devices will, to the extent feasible, be installed only in locations that allow free and safe access for installing, removing, maintaining, and testing as specified in Grant PUD's Construction Standards.

2.7 FIBER NEW CONSTRUCTION

Subscriber compliance with Grant PUD Policies and Construction Standards are a condition of service. All new construction will meet all Customer Service Policies and Construction Standards.

2.8 TEMPORARY FIBER CONSTRUCTION

Temporary fiber service maybe requested, and the customer shall provide and install all required material (i.e., conduit and vaults) on private property per Grant PUD Construction Standards, refer to fee schedule.

2.9 CONSTRUCTION OUTSIDE A FIBER AVAILABLE AREA

When the Customer requests service outside a released fiber available area, the Customer may request a quote to build to the requested premise. The Customer shall be required to prepay, refer to the fee schedule.

2.10 MODIFICATION OF FIBER FACILITIES

Modifications to a Fiber Connection Point maybe requested, and Grant PUD will provide and install all materials and equipment necessary. The Customer shall be required to prepay, refer to fee schedule.

2.11 AFTER-HOURS FEE

Any Customer requesting construction, connection, or service changes outside the departmental hours will incur an after-hours fee per employee, refer to fee schedule.

3.0 BILLING AND COLLECTION

3.1 BILLING PERIODS

Customers will be billed monthly for Telecommunications Services or as otherwise provided in the applicable Grant PUD rate schedules. Charges shall be prorated when Telecommunications Services are provided for more than or less than the actual billing period.

3.2 ADJUSTMENT OF BILLING ERRORS

Grant PUD reserves the right to adjust any billing when it determines that an error in billing has been made and a correction is in order. Grant PUD may revise such bill on the basis of best evidence available.

If the billing error is favorable to the Customer, Grant PUD will credit or refund the Customer's account for overcharges back to the date of when the billing error occurred and up to the date of discovery of the billing error.

If the billing error is unfavorable to the Customer, Grant PUD will charge the Customer's account for undercharges to the date of when the billing error occurred or six years (whichever lookback period is shorter) up to the date of discovery of the billing error. Grant PUD may establish an interest-free monthly payment arrangement for the undercharged amount for a Customer with a financial hardship as a result of the billing adjustment. The term of the payment arrangement term will not exceed the number of months of the lookback period.

3.3 PAYMENT

Grant PUD requires receipt of payment for Telecommunications Services/Facilities on or before the Due Date specified on the billing statement, or the date specified in the Prepayment Agreement if the Customer has executed a Prepayment Agreement.

3.4 LATE PAYMENT CHARGES

If payment hasn't been received by Grant PUD on or before the Due Date, a late payment fee shall be assessed on the unpaid balance, refer to fee schedule.

3.5 RETURNED CHECK CHARGES

A return check fee may be assessed to a Customer's account for which payment has been received by any check or legal tender which is subsequently returned to Grant PUD by the bank, refer to fee schedule.

3.6 PAYMENT OPTIONS

Customers may make payments to Grant PUD by any Grant PUD approved means.

3.7 CREDIT POINTS

Credit worthiness for every Customer's account will be rated via a point system. Each Customer shall initially have a 1000 credit point balance. The Customer's credit point balance will be adjusted in accordance with the following schedule:

Payment not received by Grant PUD 5 days after the Due Date:	50 point deduction
Payment not received by Grant PUD 15 days after the Due Date:	50 point deduction
Returned Check (as described in Section 3.5):	150 point deduction
Disconnect for Non Payment:	150 point deduction

Each event shall result in a deduction of credit points as specified above and deductions shall be cumulative. After twelve months, any credit point deduction will be reversed and added back to the Customer's credit point balance. However, Customers who are disconnected or who otherwise terminate service shall retain their credit point balance indefinitely.

3.8 DEPOSIT AMOUNTS

Any Customer requesting Telecommunications Services, shall be required to pay an initial deposit, refer to the fee schedule.

3.9 PRE PAY

When a Customer's credit point balance reaches 825, the Customer, in order to continue receiving Telecommunications Services, shall strictly comply with the following requirements:

- A. Customer shall pay all unpaid charges, whether currently due or not, prior to being allowed to participate.
- B. On or before the 5th of each current month, Customer shall pay Grant PUD an amount equal to:
 1. The highest monthly bill during the preceding twelve (12) months (actual or estimated); or
 2. 100% of the Customer's average monthly bill for the last twelve (12) months (actual or estimated) whichever is greater.
- C. The payment due on or before the 5th of the month shall be determined by Grant PUD and reviewed periodically.
- D. Any balance will be required to be paid on the current bill due date.
- E. Should Customer fail to strictly adhere to the payment schedule set forth above, service may be disconnected. In addition, late payment fees as specified in Grant PUD's Customer Service Policies Section 3.4 will apply to any payment received after a due date(s) described herein. A payment will be delinquent if not paid by these due dates(s). The late payment fee shall be applied on the day after each payment is due.
- F. When a Customer's credit rating returns to 900 for a minimum period of one (1) year the Customer can return to regular billing per Grant PUD Policies.

3.10 REFUND OF DEPOSITS

Upon termination of Telecommunications Service, Grant PUD will refund the Customer's deposit, plus accumulated interest after deducting any amounts due to Grant PUD.

3.11 INTEREST ON DEPOSITS

Deposits will earn interest and will be calculated and accrued monthly.

3.12 CUSTOMER AND USER REQUIREMENTS

In order to protect Grant PUD's Telecommunications Services and Telecommunications Facilities, all Customers and Users shall strictly comply with the following requirements:

A. Illegal Use

Grant PUD's Telecommunications Services may only be used for lawful purposes. Any transmission, distribution, retrieval, or storage of material that violates any applicable law is prohibited. Customers of Telecommunications Services are required to have and enforce policies governing their Users which prohibit the following activities involving Grant PUD Telecommunications Services or Telecommunications Facilities, without limitation:

1. Compliance with all Intellectual property rights and laws – No Customer or User shall violate any intellectual property rights including those protected by patent, copyright, trade secret, or other intellectual property right.
2. Inappropriate content – No Customer or User shall transmit, broadcast or receive any material that is legally obscene or constitutes child pornography, or any material that is libelous, defamatory, or that otherwise violates applicable laws.
3. Export control – No Customer or User shall transmit, broadcast or receive any material that violates export control laws or other applicable regulations.
4. Forging of Headers – No Customer or User shall misrepresent or forge any message header to mask the originator of a transmitted communication.

B. System and Network Security

Grant PUD makes no guarantee regarding, and assumes no liability for, the security and integrity of any data or information transmitted by the Customer or a User over Grant PUD's Telecommunication Facilities or Telecommunications Services. Any attempt to breach system and network security measures is expressly prohibited, and may result in criminal and civil liability. Customers of Telecommunications Services are required to have policies governing their Users which prohibit the following, without limitation:

1. Unauthorized Access – Customers and Users may not attempt to gain unauthorized access to or attempt to interfere with the normal functioning and security of the Telecommunications Services or any other Grant PUD system. Illegally accessing or accessing without proper authorization computers, accounts, networks or purposely breaching firewalls or security measures of another company's or individual's system (hacking) is also a violation.
2. Unauthorized Monitoring – Customers and Users may not attempt to monitor any information on any network or system without authorization of the owner of that network.
3. Interference - Customers and Users may not attempt to intercept, redirect, or otherwise interfere with communications intended for other parties.
4. Fraud/Forgery – Customers and Users are expressly prohibited from impersonating another party by altering IP addresses or forging TCP-IP packet header information within an email or newsgroup posting. Misrepresenting or forging message headers to mask the originator of a message is a violation of these policies.
5. “Denial of Service Attacks” – Customers and Users may not flood, deliberately attempt to overload a system, or broadcast attacks.
6. Virus Transmission - Customers and Users may not intentionally or negligently transmit files containing a computer virus, Trojan Horse, Worms, corrupted data, or other destructive activities.
7. Re-transmission – Transmission of Grant PUD network services beyond the premises, which is directly connected to t Grant PUD's network, except as specifically allowed under Rate Schedule 100.

C. Email and Usenet News

Although Grant PUD makes no promises to police any activities on the Telecommunication Facilities, it is required that Customers of Telecommunications Services have and enforce policies for Users requiring compliance with certain conduct in connection with e-mail and Usenet news. Compliance shall include, without limitation:

1. Unsolicited Email - Users may not use any Services to transmit or collect the responses from excessive volumes of unsolicited commercial e-mail messages. The use of another provider's service to send unsolicited commercial or bulk e-mails, SPAM or mass mailings to promote a site associated with Grant PUD network or any of its customers is similarly prohibited.
2. E-mail Relay - The use of another party's e-mail server to relay e-mail without express permission from such party is prohibited.
3. Usenet - All postings by Users to USENET groups must comply with that group's charter and other applicable guidelines and Policy. Cross-posting and continuous posting of off-topic messages including commercial messages, also known as “SPAM”, is prohibited.

D. Rights of Grant PUD

1. Grant PUD will cooperate with legally authorized law enforcement and government agencies, or other parties involved in investigating claims of illegal or inappropriate activity.
2. Violation of this policy may result in temporary suspension or termination of service, at Grant PUD's sole discretion

3.13 RIGHT TO DISCONNECT

The right to discontinue Telecommunications Service may be exercised whenever:

- A. Payment has not been received within 15 days after the Due Date, unless the Customer has a Pre Pay arrangement in which discontinuance of service will be exercised if payment has not been received 5 days after the Due Date. Disconnection of Telecommunications Services may occur as often as delinquency shall occur and neither delay nor omission on the part of Grant PUD to enforce this rule at any one or more times shall be deemed as a waiver of its rights to enforce the same at any time, so long as the delinquency continues; or
- B. Failure to make payment of a required prepay arrangement in accordance with Section 3.9; or
- C. Violation of these Telecommunications Customer Service Policies or the signed Service Provider Application and Agreement.
- D. If Grant PUD disconnects a Telecommunications Service, Grant PUD will require the initial deposit in accordance with Section 3.8.

3.14 REVISIONS

SECTION	DESCRIPTION	PAGE	REVISED DATE	RESOLUTION
1.0	PREAMBLE	1	7/28/08	Res. 8264
1.1	DEFINITION OF TERMS	2	8/21/06	Res. 8013
2.0	TELECOMMUNICATION GENERAL POLICIES	3	4/19/04	Res. 7703
2.1	RATE SCHEDULES	3	8/21/06	Res. 8013
2.2	LIMITATIONS OF GRANT PUD'S OBLIGATIONS	3	8/21/06	Res. 8013
2.3	LIMITATIONS OF DAMAGES	3	5/23/05	Res. 7822
2.4	CUSTOMER OBLIGATIONS	3	8/21/06	Res. 8013
2.5	APPLICATION FOR SERVICE	4	8/21/06	Res. 8013
2.6	FIBER CONNECTION POINT	4	8/21/06	Res. 8013
2.7	FIBER NEW CONSTRUCTION	4	4/1/23	Res.XXXX
2.8	TEMPORARY FIBER SERVICE	4	4/1/23	Res.XXXX
2.9	CONSTRUCTION OUTSIDE A FIBER AVAILABLE AREA	4	4/1/23	Res.XXXX
2.10	MODIFICATION OF FIBER FACILITIES	4	4/1/23	Res.XXXX
3.0	BILLING AND COLLECTION	5	4/19/04	Res. 7703
3.2	ADJUSTMENT OF BILLING ERRORS	5	8/21/06	Res. 8013
3.3	PAYMENT	5	8/21/06	Res. 8013
3.4	LATE PAYMENT CHARGES	5	7/22/13	Res. 8683
3.5	RETURNED CHECK CHARGES	5	4/22/13	Res. 8673
3.6	PAYMENT OPTIONS	5	4/22/13	Res. 8673
3.7	CREDIT POINTS	6	4/22/13	Res. 8673
3.8	DEPOSIT AMOUNTS	6	4/22/13	Res. 8673
3.9	PRE PAY	6	4/22/13	Res. 8673
3.10	REFUND OF DEPOSITS	7	5/23/05	Res. 7822
3.11	INTEREST ON DEPOSITS	7	4/22/13	Res. 8673
3.12	CUSTOMER AND USER REQUIREMENTS	7	12/12/17	Res. 8869
3.13	RIGHT TO DISCONNECT	9	4/22/13	Res. 8673

**TELECOMMUNICATIONS CUSTOMER SERVICE
POLICIES**

Contents

1.0 PREAMBLE.....1

1.1 DEFINITION OF TERMS.....2

2.0 TELECOMMUNICATION GENERAL POLICIES.....3

2.2 LIMITATIONS OF GRANT PUD'S OBLIGATIONS3

2.3 LIMITATIONS OF DAMAGES.....3

2.4 CUSTOMER OBLIGATIONS3

2.5 APPLICATION FOR SERVICE4

3.0 BILLING AND COLLECTION.....5

3.2 ADJUSTMENT OF BILLING ERRORS5

3.3 PAYMENT5

3.4 LATE PAYMENT CHARGES5

3.5 RETURNED CHECK CHARGES.....5

3.6 PAYMENT OPTIONS6

3.7 CREDIT POINTS.....6

3.8 DEPOSIT AMOUNTS6

3.9 PRE PAY6

3.10 REFUND OF DEPOSITS.....7

3.11 INTEREST ON DEPOSITS.....7

3.12 CUSTOMER AND USER REQUIREMENTS7

3.13 RIGHT TO DISCONNECT9

TELECOMMUNICATIONS CUSTOMER SERVICE POLICES

PUBLIC UTILITY DISTRICT #2
OF GRANT COUNTY, WASHINGTON

1.0 PREAMBLE

These Telecommunication Customer Service Policies (TCSPs) have been adopted by Public Utility District No. 2 of Grant County, Washington ("District" or "Grant PUD") in accordance with Grant PUD's mission, vision and values. The TCSP are subject to revision by Grant PUD Board of Commissioners (Commission) ~~the Commission of the District from time to time as determined to be in the District's best interests at any time to meet these objectives.~~ These policies are to serve as a guide to the employees of Grant PUD to provide the best possible service to our customers using uniform and equitable consideration. Construction details and specifications will conform to current state and national regulations governing such matters and are intended to comply with any state, regional, and local statutes. The CSP shall be considered to be amended whenever a law, regulation, statute, ordinance or equivalent changes so as to comply with such change until the TCSP is updated.

~~The District~~Grant PUD provides telecommunications services and facilities in accordance with the provisions of RCW 54.16.330. ~~The District~~Grant PUD reserves the right to discontinue any service at any time and in the event that any Customer shall fail to comply with any these Ppolicies, provisions or any agreement with Grant PUD. Service ~~also~~ may be disconnected by ~~the District~~Grant PUD at any time to prevent fraudulent use or to protect its property.

Contracts between ~~the District~~Grant PUD and Customers for specialized services such as telecommunication transport services may contain different terms and conditions from those set forth in these Telecommunications Customer Service Policies provided such contracts are approved by ~~the District~~Grant PUD's Commission and further provided that such contracts shall comply with RCW 54.16.330 requiring that the rates, terms, and conditions for such services are not unduly or unreasonably discriminatory or preferential.

Grant PUD encourages and invites public input regarding Grant PUD Rate Schedules and policies. Grant PUD will make reasonable efforts to notify the public of changes to the TCSP. Such notification may include press releases, public announcements, notices with Customer billings, or posts on Grant PUD's website. Agenda information and commission meeting schedules can be found at grantpud.org.

1.1 DEFINITION OF TERMS

Special terms when used in these policies shall have the following definitions:

Term	Definition
Commission	The elected Board of Commissioners of Public Utility District No. 2 of Grant County, Washington.
Customer	A person or entity purchasing wholesale Telecommunications Services from Grant PUD. A Customer may not be a retail user of Telecommunications Services.
Credit Points	Grant PUD's scoring mechanism for credit worthiness.
Due Date	The date by which the Customer's payment for Telecommunications Services must be received by as specified on Grant PUD's Billing Statement. The Due Date will be 25 days after the billing date specified on the bill, or the next business day if the 25 th day is a weekend or a holiday.
Pre Pay	An agreement by the District Grant PUD and the Customer obligating the Customer to make advance payment for Telecommunications Services or Facilities.
Telecommunications Services	All telecommunications services and facilities provided to Customers as set forth in applicable rate schedule.
Telecommunication Facilities	Those facilities required to provide Telecommunications Services. This includes, but is not limited to, fiber, vaults, switches, routers and <u>Optical Network Terminals (ONT) gateways</u> .
Fiber Demarcation Point	The designated connection point at which the District's Grant PUD's facilities end.
District Construction Standards	A set of rules, drawings, guidelines, and specifications for construction of facilities, established by the <u>District-Grant PUD Standards Team</u> and approved by the District Standards Engineer. These standards are intended to promote uniform construction methods, optimize safety, serviceability, appearance, and economy and comply with or exceed local, state and federal regulations.
Telecommunications Customer Application & Agreement	An agreement between the District Grant PUD and the Customer, which must be executed prior to the extension or furnishing of the District's Grant PUD's Telecommunication Facilities or Telecommunications Services to the Customer.
<u>Fiber Subscriber</u>User	A person or entity that is receiving access to Telecommunications Services from a Customer.

2.0 TELECOMMUNICATION GENERAL POLICIES

2.1 RATE SCHEDULES

Rate schedules have been adopted by the Commission to establish charges for Telecommunications Services. The Commission may revise these rate schedules from time to time and at any time as they determine necessary or advisable. Copies of the current rate schedules are available [on www.grantpud.org](http://www.grantpud.org) upon request.

2.2 LIMITATIONS OF ~~DISTRICT GRANT PUD'S~~ OBLIGATIONS

~~The District Grant PUD~~ will attempt to provide, but does not guarantee, a regular and uninterrupted supply of service. ~~The District Grant PUD~~ may suspend the delivery of service for the purpose of making repairs or improvements to its Telecommunications Facilities. Repairs or improvements that can be scheduled will be scheduled, when feasible, at such time as to minimize impact to ~~District Grant PUD~~ Customers. Telecommunications Services/Facilities are inherently subject to interruption, suspension, curtailment and fluctuation. In no event, however, shall ~~the District Grant PUD~~ be liable to its Customers or any other persons for any damages to person or property arising out of, or related to, any interruption, suspension, curtailment or fluctuation in service if such interruption, suspension, curtailment or fluctuation results in whole or part from any of the following:

- A. Causes beyond ~~the District's Grant PUD's~~ reasonable control including, but not limited to, accident or casualty, fire, flood, drought, wind, acts of the elements, court orders, insurrections or riots, breakdowns of or damage to equipment/facilities of ~~District Grant PUD~~ or of third parties, acts of God or public enemy, strikes or other labor disputes, civil, military or governmental authority ~~;~~ ~~or~~
- B. Repair, maintenance, improvement, renewal or replacement work on ~~District's Grant PUD's~~ Telecommunication Facilities, which work, in the sole judgment of ~~District Grant PUD~~, is necessary or prudent ~~;~~ ~~or~~
- C. Automatic or manual actions taken by ~~District Grant PUD~~, which in its sole judgement are necessary or prudent to protect the performance, integrity, reliability or stability of ~~District's Grant PUD's~~ telecommunication system or any telecommunication system with which it is interconnected.

2.3 LIMITATIONS OF DAMAGES

In no event shall ~~the District Grant PUD~~ have any obligation or liability for any lost profits, consequential, incidental, indirect, special or punitive damages of any type arising out of, or in any way connected to, ~~the District's Grant PUD's~~ Telecommunications Services/Facilities or any interruption, suspension, curtailment or fluctuation of ~~the District's Grant PUD's~~ Telecommunications Services regardless of the cause thereof.

2.4 CUSTOMER OBLIGATIONS

It shall be the responsibility of the Customer to abide by all applicable rate schedules and policies relating to service as the same currently exist or are hereafter amended. By continuing to utilize the ~~District's Grant PUD's~~ Telecommunications Services, the Customer shall be deemed to have accepted all of the terms and conditions contained in ~~the District's Grant PUD's~~ rate schedules, ~~and policies,~~ and business practices as the same currently exist or are amended from time to time.

2.5 APPLICATION FOR SERVICE

Customers must: i) complete and sign a Telecommunications Customer Application & Agreement; and ii) pay all previously accrued and outstanding amounts owed the District for Telecommunications Services prior to being eligible to receive Telecommunications Services from the District.

2.6 FIBER CONNECTION POINT

All decisions regarding the final Fiber ~~Demarcation-Connection~~ Point shall be made exclusively by ~~the District~~ Grant PUD. ~~District-Grant PUD~~ devices will, to the extent feasible, be installed only in locations that allow free and safe access for installing, removing, maintaining and testing as specified in ~~the District~~ Grant PUD's Construction Standards.

2.7 FIBER NEW CONSTRUCTION

Subscriber compliance with Grant PUD Policies and Construction Standards are a condition of service. All new construction will meet all Customer Service Policies and Construction Standards.

2.8 TEMPORARY FIBER CONSTRUCTION

Temporary fiber service maybe requested, and the customer shall provide and install all required material (i.e., conduit and vaults) on private property per Grant PUD Construction Standards, refer to fee schedule.

2.9 CONSTRUCTION OUTSIDE A FIBER AVAILABLE AREA SPECIAL FIBER CONSTRUCTION

When the Customer requests service outside a released fiber available area, the Customer may request a quote to build to the requested premise. The Customer shall be required to prepay, refer to the fee schedule. ~~The Customer shall be required to prepay an amount equal to 100 percent of the District's estimated costs of constructing and installing facilities and equipment to provide Telecommunications Services to any location other than to the electric meter inside a released hub area, or for any special construction method or requests outside the District's standard construction practices or any construction required to provide service outside of a released hub.~~

2.10 MODIFICATION OF FIBER FACILITIES

Modifications to a Fiber Connection Point maybe requested, and Grant PUD will provide and install all materials and equipment necessary. The Customer shall be required to prepay, refer to fee schedule.

2.11 AFTER-HOURS FEE

Any Customer requesting construction, connection, or service changes outside the departmental hours will incur an after-hours fee per employee, refer to fee schedule.

3.0 BILLING AND COLLECTION

3.1 BILLING PERIODS

Customers will be billed monthly for Telecommunications Services or as otherwise provided in the applicable District Grant PUD rate schedules. Charges shall be prorated when Telecommunications Services are provided for more than or less than the actual billing period.

3.2 ADJUSTMENT OF BILLING ERRORS

~~The District Grant PUD reserves the right to adjust any billing when it determines that an error in billing has been made and a correction is in order. The District Grant PUD may revise such bill on the basis of best evidence available.~~

~~If the billing error is favorable to the Customer, Grant PUD will credit or refund the Customer's account for overcharges back to the date of when the billing error occurred and up to the date of discovery of the billing error.~~

~~If the billing error is unfavorable to the Customer, Grant PUD will charge the Customer's account for undercharges to the date of when the billing error occurred or six years (whichever lookback period is shorter) up to the date of discovery of the billing error. Grant PUD may establish an interest-free monthly payment arrangement for the undercharged amount for a Customer with a financial hardship as a result of the billing adjustment. The term of the payment arrangement term will not exceed the number of months of the lookback period.~~

3.3 PAYMENT

~~The District Grant PUD requires receipt of payment for Telecommunications Services/Facilities on or before the earlier of the Due Date specified on the billing statement, or the date specified in the Prepayment Agreement if the Customer has executed a Prepayment Agreement.~~

3.4 LATE PAYMENT CHARGES

~~If payment hasn't been received by the District Grant PUD on or before the Due Date, a late payment fee charge shall be assessed on the unpaid balance, refer to fee schedule. The late payment charge shall be calculated using the greater of:~~

~~2% per month or b) the U.S. Prime Lending Rate as determined by the Federal Reserve and published in the Wall Street Journal as of the preceding March 15, plus 12%, divided by twelve (12), rounded to two digits and applied as a monthly percentage interest rate. The resulting monthly percentage interest rate from the formula above will be applied to the accrued outstanding balance. The applicable monthly percentage interest rate will be adjusted each March 15th based on this same formula. If March 15th falls on a non-business day, the District will use the prime rate published in the Wall Street Journal on the next business day. The applicable monthly percentage rate will be effective each April 1st based on the above formula. In no event however shall the minimum monthly late payment charge amount be less than \$50.00. Late payment charges shall continue to accrue until such time as the bill and all accumulated charges have been paid in full.~~

3.5 RETURNED CHECK CHARGES

~~A return check fee may be assessed to a Customer's account for which payment has been received by any check or legal tender which is subsequently returned to Grant PUD by the bank,~~

~~refer to fee schedule. If your payment fails, due to any reason, the District will charge you a return check fee in accordance with RCW 62A.3-501 and RCW 62A.3-525.~~

3.6 PAYMENT OPTIONS

Customers may make payments to ~~the District~~Grant PUD by any ~~District~~Grant PUD approved means.

3.7 CREDIT POINTS

Credit worthiness for every Customer's account will be rated via a point system. Each Customer shall initially have a 1000 credit point balance. The Customer's credit point balance will be adjusted in accordance with the following schedule:

Payment not received by the District 5 days after the Due Date:	50 point deduction
Payment not received by the District 15 days after the Due Date:	50 point deduction
Returned Check (as described in Section 3.5):	150 point deduction
Disconnect for Non Payment:	150 point deduction

Each event shall result in a deduction of credit points as specified above and deductions shall be cumulative. After twelve months, any credit point deduction will be reversed and added back to the Customer's credit point balance. However, Customers who are disconnected or who otherwise terminate service shall retain their credit point balance indefinitely.

3.8 DEPOSIT AMOUNTS

Any Customer requesting Telecommunications Services ~~after April 1, 2013~~, shall be required to pay an initial deposit, ~~refer to the fee schedule. of \$2,500.00 prior to requested service.~~

3.9 PRE PAY

When a Customer's credit point balance reaches 825, the Customer, in order to continue receiving Telecommunications Services, shall strictly comply with the following requirements:

- A. Customer shall pay all unpaid charges, whether currently due or not, prior to being allowed to participate.
- B. On or before the 5th of each current month, Customer shall pay ~~to the District~~Grant PUD an amount equal to:
 1. The highest monthly bill during the preceding twelve (12) months (actual or estimated); or
 2. 100% of the Customer's average monthly bill for the last twelve (12) months (actual or estimated) whichever is greater.
- C. The payment due on or before the 5th of the month shall be determined by the District and reviewed periodically.
- D. Any balance will be required to be paid on the current bill due date.
- E. Should Customer fail to strictly adhere to the payment schedule set forth above, service may be disconnected. In addition, late payment fees as specified in the District's Customer Service Policies Section 3.4 will apply to any payment received after a due date(s) described herein. A payment will be delinquent if not paid by these due dates(s). The late payment fee shall be applied on the day after each payment is due.
- F. When a Customer's credit rating returns to 900 for a minimum period of one (1) year the Customer can return to regular billing per Districts Policies.

3.10 REFUND OF DEPOSITS

Upon termination of Telecommunications Service, ~~the District~~ Grant PUD will refund the Customer's deposit, plus accumulated interest after deducting any amounts due ~~to Grant PUD~~ the District.

3.11 INTEREST ON DEPOSITS

~~Deposits will earn interest and will be calculated and accrued monthly. For each fiscal year beginning April 1 and ending March 31, deposits will earn interest calculated at the rate for the one-year Treasury Constant Maturity calculated by the U.S. Treasury, as published in the Federal Reserves Statistical Release H.15 on March 15 of each year. If March 15 falls on a non-business day, the District will use the rate posted on the next business day. The one-year Treasury Constant Maturity rate on March 15 of each year will be applied to the next fiscal year beginning April 1 and ending March 31.~~

3.12 CUSTOMER AND USER REQUIREMENTS

In order to protect the District's Telecommunications Services and Telecommunications Facilities, all Customers and Users shall strictly comply with the following requirements:

A. Illegal Use

The District's Telecommunications Services may only be used for lawful purposes. Any transmission, distribution, retrieval, or storage of material that violates any applicable law is prohibited. Customers of Telecommunications Services are required to have and enforce policies governing their Users which prohibit the following activities involving District Telecommunications Services or Telecommunications Facilities, without limitation:

1. Compliance with all Intellectual property rights and laws – No Customer or User shall violate any intellectual property rights including those protected by patent, copyright, trade secret, or other intellectual property right.
2. Inappropriate content – No Customer or User shall transmit, broadcast or receive any material that is legally obscene or constitutes child pornography, or any material that is libelous, defamatory, or that otherwise violates applicable laws.
3. Export control – No Customer or User shall transmit, broadcast or receive any material that violates export control laws or other applicable regulations.
4. Forging of Headers – No Customer or User shall misrepresent or forge any message header to mask the originator of a transmitted communication.

B. System and Network Security

The District makes no guarantee regarding, and assumes no liability for, the security and integrity of any data or information transmitted by the Customer or a User over the District's Telecommunication Facilities or Telecommunications Services. Any attempt to breach system and network security measures is expressly prohibited, and may result in criminal and civil liability. Customers of Telecommunications Services are required to have policies governing their Users which prohibit the following, without limitation:

1. Unauthorized Access – Customers and Users may not attempt to gain unauthorized access to or attempt to interfere with the normal functioning and security of the Telecommunications Services or any other District system. Illegally accessing or accessing without proper authorization computers, accounts, networks or purposely breaching firewalls or security measures of another company's or individual's system (hacking) is also a violation.
2. Unauthorized Monitoring – Customers and Users may not attempt to monitor any information on any network or system without authorization of the owner of that network.
3. Interference - Customers and Users may not attempt to intercept, redirect or otherwise interfere with communications intended for other parties.
4. Fraud/Forgery – Customers and Users are expressly prohibited from impersonating another party by altering IP addresses or forging TCP-IP packet header information within an email or newsgroup posting. Misrepresenting or forging message headers to mask the originator of a message is a violation of these policies.
5. “Denial of Service Attacks” – Customers and Users may not flood, deliberately attempt to overload a system, or broadcast attacks.
6. Virus Transmission - Customers and Users may not intentionally or negligently transmit files containing a computer virus, Trojan Horse, Worms, corrupted data or other destructive activities.
7. Re-transmission – Transmission of District network services beyond the premises which is directly connected to the District's network, except as specifically allowed under Rate Schedule 100.

C. Email and Usenet News

Although the District makes no promises to police any activities on the Telecommunication Facilities, it is required that Customers of Telecommunications Services have and enforce policies for Users requiring compliance with certain conduct in connection with e-mail and Usenet news. Compliance shall include, without limitation:

1. Unsolicited Email - Users may not use any Services to transmit or collect the responses from excessive volumes of unsolicited commercial e-mail messages. The use of another provider's service to send unsolicited commercial or bulk e-mails, SPAM or mass mailings to promote a site associated with the District's network or any of its customers is similarly prohibited.
2. E-mail Relay - The use of another party's e-mail server to relay e-mail without express permission from such party is prohibited.
3. Usenet - All postings by Users to USENET groups must comply with that group's charter and other applicable guidelines and Policy. Cross-posting and continuous posting of off-topic messages including commercial messages, also known as “SPAM”, is prohibited.

D. Rights of the District

1. The District will cooperate with legally authorized law enforcement and government agencies or other parties involved in investigating claims of illegal or inappropriate activity.
2. Violation of this policy may result in temporary suspension or termination of service, at the District's sole discretion

3.13 RIGHT TO DISCONNECT

The right to discontinue Telecommunications Service may be exercised whenever:

- A. Payment has not been received within 15 days after the Due Date, unless the Customer has a Pre Pay arrangement in which discontinuance of service will be exercised if payment has not been received 5 days after the Due Date. Disconnection of Telecommunications Services may occur as often as delinquency shall occur and neither delay nor omission on the part of the District to enforce this rule at any one or more times shall be deemed as a waiver of its rights to enforce the same at any time, so long as the delinquency continues; or
- B. Failure to make payment of a required prepay arrangement in accordance with Section 3.9; or
- C. Violation of these Telecommunications Customer Service Policies or the signed Service Provider Application and Agreement.
- D. If the District disconnects a Telecommunications Service, the District will require the initial deposit in accordance with Section 3.8.

3.14 REVISIONS

SECTION	DESCRIPTION	PAGE	REVISED DATE	RESOLUTION
1.0	PREAMBLE	1	7/28/08	Res. 8264
1.1	DEFINITION OF TERMS	2	8/21/06	Res. 8013
2.0	TELECOMMUNICATION GENERAL POLICIES	3	4/19/04	Res. 7703
2.1	RATE SCHEDULES	3	8/21/06	Res. 8013
2.2	LIMITATIONS OF GRANT PUD'S OBLIGATIONS	3	8/21/06	Res. 8013
2.3	LIMITATIONS OF DAMAGES	3	5/23/05	Res. 7822
2.4	CUSTOMER OBLIGATIONS	3	8/21/06	Res. 8013
2.5	APPLICATION FOR SERVICE	4	8/21/06	Res. 8013
2.6	FIBER CONNECTION POINT	4	8/21/06	Res. 8013
2.7	FIBER NEW CONSTRUCTION	4	<u>4/1/23</u>	Res. <u>XXXX</u>
2.8	TEMPORARY FIBER SERVICE	4	<u>4/1/23</u>	Res. <u>XXXX</u>
2.9	CONSTRUCTION OUTSIDE A FIBER AVAILABLE AREA	4	<u>4/1/23</u>	Res. <u>XXXX</u>
2.10	MODIFICATION OF FIBER FACILITIES	4	<u>4/1/23</u>	Res. <u>XXXX</u>
3.0	BILLING AND COLLECTION	5	4/19/04	Res. 7703
3.2	ADJUSTMENT OF BILLING ERRORS	5	8/21/06	Res. 8013
3.3	PAYMENT	5	8/21/06	Res. 8013
3.4	LATE PAYMENT CHARGES	5	7/22/13	Res. 8683
3.5	RETURNED CHECK CHARGES	5	4/22/13	Res. 8673
3.6	PAYMENT OPTIONS	5	4/22/13	Res. 8673
3.7	CREDIT POINTS	6	4/22/13	Res. 8673
3.8	DEPOSIT AMOUNTS	6	4/22/13	Res. 8673
3.9	PRE PAY	6	4/22/13	Res. 8673
3.10	REFUND OF DEPOSITS	7	5/23/05	Res. 7822
3.11	INTEREST ON DEPOSITS	7	4/22/13	Res. 8673
3.12	CUSTOMER AND USER REQUIREMENTS	7	12/12/17	Res. 8869
3.13	RIGHT TO DISCONNECT	9	4/22/13	Res. 8673

TELECOMMUNICATIONS
FEE SCHEDULE

Fees shown on the Fee Schedule are set by the Grant PUD Commission and are subject to change at the discretion of the Commission.

Telecom Customer Service Policy Section	Item	Fee
2.8	Temporary Fiber Service	One Hundred Percent (100%) of the actual costs of the request
2.9	Construction Outside a Fiber Available Area	One Hundred Percent (100%) of the actual costs of the request
2.10	Modification of Fiber Facilities	One Hundred Percent (100%) of the actual costs of the request
2.11	After-Hours Fee per Employee	\$150.00
3.4	Late Payment Charge	Minimum of \$50.00 or 2%
3.5	Return Check Fee	\$2025.00
3.8	Deposit	\$2,500.00