

**TELECOMMUNICATIONS CUSTOMER SERVICE**

**POLICIES**

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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](http://grantpud.org).

**1.1 DEFINITION OF TERMS**

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

Term	Definition
<b>Commission</b>	The elected Board of Commissioners of Public Utility District No. 2 of Grant County, Washington.
<b>Customer</b>	A person or entity purchasing wholesale Telecommunications Services from Grant PUD.
<b>Credit Points</b>	Grant PUD's scoring mechanism for credit worthiness.
<b>Due Date</b>	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 <sup>th</sup> day is a weekend or a holiday.
<b>Pre Pay</b>	An agreement by Grant PUD and the Customer obligating the Customer to make advance payment for Telecommunications Services or Facilities.
<b>Telecommunications Services</b>	All telecommunications services and facilities provided to Customers as set forth in applicable rate schedule.
<b>Telecommunication Facilities</b>	Those facilities required to provide Telecommunications Services. This includes, but is not limited to, fiber, vaults, switches, routers and Optical Network Terminals (ONT).
<b>Fiber Demarcation Point</b>	The designated connection point at which Grant PUD's facilities end.
<b>Construction Standards</b>	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.
<b>Telecommunications Customer Application &amp; Agreement</b>	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.
<b>Fiber Subscriber</b>	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).

### **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 5<sup>th</sup> 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 5<sup>th</sup> 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 DATE
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