

# CUSTOMER SERVICE POLICIES



## CUSTOMER SERVICE POLICIES

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## CUSTOMER SERVICE POLICIES

### 1.0 Statement of General Policy

The Public Utility Board has adopted these Customer Service Policies in the interest of consistency, safety, efficiency, and economy in the distribution of electricity. The purpose of these Policies are to help Customers obtain electrical Service and to guide Tacoma Power employees in providing such Service to Customers. These Policies are subject to revision by the Public Utility Board to achieve these objectives and purposes.

The 2013 revisions to these Policies shall supersede and amend all previously adopted Policies and shall become effective December 18, 2013. These Policies are adopted pursuant to the authority of Tacoma Municipal Code (TMC) Section 12.06.330.

If these Policies conflict with Rate Schedules, the Electrical Code of the City of Tacoma, the TMC, or contract provisions, then the Rate Schedules, the Electrical Code of the City of Tacoma, the TMC, or contract provisions shall apply.

The table below provides a checklist of the sections of this document that generally apply to each major building category. The checklist is not intended to be a comprehensive guide that replaces a careful reading of the entire Customer Service Policies document. Rather, it is intended to aid users by highlighting the sections most generally applicable.

#### Sections Applying by Major Building Category

Section	Single-Family Residential	Mobile Home Residential	Multi-Family Residential	Commercial	Industrial	Other
1.0	√	√	√	√	√	√
2.0	√	√	√	√	√	√
3.0	√	√	√	√	√	√
4.0				√		√
5.0	√	√				
6.0			√	√	√	√
7.0	√	√	√			
8.0	√	√	√			
9.0	√	√	√			
10.0	√	√	√			
11.0		√				√
12.0				√	√	√
13.0	√	√	√	√	√	√
14.0	√	√	√	√	√	√
15.0	√	√	√	√	√	√

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Note that a number of terms used in this document are defined in the Definitions section of these policies.

### 2.1 Electrical Service

Prospective Customers are required to contact the Tacoma Power New Services Engineering Office prior to construction for information on available voltages and for assistance in obtaining the desired type of electrical service. Existing customers are required to contact the Tacoma Power Electrical Inspection Office prior to making any changes to their existing wiring or Load. Electrical Services Office hours are 7:30 a.m. to 5:00 p.m., Monday through Friday, excluding City holidays.

Most Tacoma Power Standards that apply to Customers, including information on electrical Service and permit requirements, can be found on the Tacoma Power Website, [www.mytpu.org/tacomapower/permitting](http://www.mytpu.org/tacomapower/permitting).

### 2.2 Electrical Service Availability and Characteristics

A. Electrical Service is available at 60 hertz, single-phase and three-phase, and in delivery voltages up to 115,000 volts.

Tacoma Power will determine the Service voltage to be furnished depending on the characteristics of the Distribution system near the point of Service and on the Customer's electrical needs.

B. Service voltages will be provided within the acceptable range established by current American National Standards Institute (ANSI) Standard C84.1-2006.

C. The quality of power supplied by Tacoma Power is in accordance with Institute of Electrical and Electronics Engineers (IEEE) Standard 446-1980, Section 3.11.3, Table 3-7, and ANSI Standard C84.1a-2006.

### 2.3 Large-Load Requirements

A. For the purpose of this section a large electrical Load will be defined as any Load of 8 Megavolt-amps (MVA) or greater. The following requirements will apply to new or expanded existing single Loads equal to or greater than 8 MVA. Exceptions to these large electrical Load requirements may be granted by Tacoma Power on a case by case basis depending on the Customer's property utilization and Tacoma Power's Distribution system availability.

1. The connection of large electrical Loads to the electrical system must be at the Transmission voltage level. Proposals for new or expanded Loads of this magnitude will trigger a system study to be performed by Tacoma Power. An exception to the Transmission connection requirement may be granted, but only if Tacoma Power determines through a Customer-funded system study that connection can take place at Distribution voltage without causing Tacoma Power to operate in violation of existing



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12.5 kV or 13.8 kV Distribution standards, codes, planning and operation criteria, or regulations governing safe and prudent electric utility practices. If an exception is granted, the Customer will be required to participate in the funding of the installation or upgrading of Distribution feeders, including feeders that will be used as redundant feeds to the Customer's Load.

2. Electrical Service requests that are required to be served at the Transmission voltage level will require negotiation of a power sales contract with Tacoma Power and approval of the power sales contract by the Public Utility Board.
  3. Service rates will be defined by the published Tacoma Power rate schedules, or as otherwise defined in the Customer's power sales contract.
  4. If an exception is granted to connect an 8 MVA or greater new or expanded Service to Tacoma Power's 12.5 kV or 13.8 kV Distribution system, the metering system can take the form of:
    - a. Primary metered: The number of metering points provided shall be minimized and Tacoma Power will make final determination on the number and location of metering points offered. Where the site is a secure facility, Tacoma Power may require the facility be primary metered. Applicable Primary Service rates will be defined by the published Tacoma Power rate schedules.
    - b. Secondary metered from multiple points: Applicable Secondary Service rates will be defined by the published Tacoma Power rate schedules.
  5. In either metering case as defined in section 4 above, a negotiated power sales contract will be required with Tacoma Power to clarify the Customer's costs for the Distribution system and redundancy that is required by the Customer and Tacoma Power's planning and operational criteria. System capital and annual maintenance costs for Transmission and substation capacity may apply. Annual maintenance contracts for Tacoma Power's owned and dedicated substation and Distribution equipment may also apply.
- B. New and expanded existing Loads less than 8 MVA may be required to connect to the electric system at the Transmission level if Tacoma Power determines the customer's Load will cause Tacoma Power to operate in violation of existing 12.5 kV or 13.8 kV Distribution standards, codes, planning and operational criteria, or regulations governing safe and prudent electric utility practices.
- C. All Customers taking Service at Transmission voltages through a Customer-owned switchyard and substation will be subject to Tacoma Power's current

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Technical Connection Requirements for Load Delivery Facilities, which define the responsibilities for furnishing, installing, owning, and maintaining the substation needed for operation, including structures required for metering transformers, conduits for metering, and Tacoma Power's protective relays.

### 2.4 Electrical Service in Downtown Tacoma

Special requirements apply to electrical Service in the downtown Tacoma area bounded approximately by South 7th Street to the north, South 17th Street to the south, Interstate 705 to the east, and Fawcett Avenue to the west. The Customer must contact the Tacoma Power New Services Engineering and Electrical Inspection Offices regarding all new or modified Service installations. Customers must submit an application for Electrical Service to the New Services Engineering Office early in the design phase of the project.

More information can be found on the Tacoma Power Web site [www.mytpu.org/tacomapower/permitting](http://www.mytpu.org/tacomapower/permitting)

### 2.5 General Conditions for Services

#### A. Electrical Services

1. All electrical Services shall conform to current Tacoma Power requirements. Customers are required to properly maintain their equipment on a regular basis. Customers shall be held responsible if their lack of proper maintenance adversely affects Tacoma Power's facilities.
2. The Customer shall provide electric Service equipment in accordance with current Tacoma Power Standards, the Electrical Code of the City of Tacoma, applicable city and State Codes, the NEC, and the Electric Utility Service Equipment Requirements Committee (EUSERC) requirements.
3. The Customer shall pay Tacoma Power the prescribed costs for the Service prior to any construction by Tacoma Power. Such costs shall be as determined in writing by the Director of Utilities per Chapters 12.01 and 12.06, TMC.
4. Only one Single Phase and/or Three Phase Service per Service voltage level will be supplied to each building. Any exceptions require the approval of Tacoma Power New Services Engineering.
5. When Tacoma Power identifies electrical installations as unsafe and disconnects electrical Service, reconnection will require purchase of a Tacoma Power electrical permit, upgrade of the installation in accordance with the requirements of this section, approval of all required inspections, and payment of required fees and charges.

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- B. Tacoma Power reserves the right to access Customer premises for meter reading, inspection, and testing; or for installing, removing, repairing, or replacing Tacoma Power's equipment. As part of the right to access, Tacoma Power reserves the right to de-energize equipment when necessary for maintenance. Access to Tacoma Power's equipment shall be in accordance with Section 12.06.050b of the TMC. Failure to provide access could result in disconnection.
- C. Customers must obtain a Tacoma Power electrical permit before performing any modifications to their electrical installations.
- D. Customers must report Load additions or deletions that may cause damage to Tacoma Power's facilities. Customers will be charged for damages, replacing the metering, and the loss of revenue from inaccurate metering.
- E. Constructing permanent structures beneath primary overhead electrical Distribution lines, Transmission lines, or above buried primary Distribution lines is prohibited. State and NESC codes require clearance between structures and electrical lines. Contact New Services Engineering regarding proper clearances.
- F. Primary Line Extensions
  1. All new Primary Line Extensions of 15 kV and less within the Tacoma city limits must be underground and shall comply with the policies set forth in City Council Resolution No. 19022 adopted January 31, 1967, or related amendatory or superseding resolutions. Primary Line Extension within any other cities or towns that are served by Tacoma Power must comply with the ordinances of the respective cities. When the proposed development is outside the Urban Growth Area of any city in this state, Tacoma Power may exercise its discretion to allow the primary system to be overhead.
  2. The Customer must prepay all costs before any construction by Tacoma Power. Payments for Primary Line Extensions will be made in accordance with Tacoma Power's Transmission & Distribution procedures and the Letter of Agreement between Tacoma Power and the Customer or developer.
  3. Refunds will be made to Customers for new permanent Services added to a primary extension or a portion of the extension within a three-year period after completion of the primary extension. Refunds will be based on the payments made to Tacoma Power, per Section 2.4.F.2. Cumulative refunds will not exceed the Customer's initial investment in the primary extension. Refunds for Primary Line Extensions will be calculated in accordance with Tacoma Power's Transmission and Distribution procedures.



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- G. Some equipment, particularly but not solely limited to motors and welders, can cause voltage and current fluctuations that are detrimental to the safe and efficient operation of electrical systems. The Customer is responsible to ensure that proper safeguards exist to ensure that operating any plant or equipment will not cause abnormal voltage fluctuations, overloading, short circuits, ground faults, low voltage, or cause damage or improper operation of Tacoma Power's or other Customer's operations or equipment.
1. If abnormal fluctuations or damage to equipment is detected, Tacoma Power may require that corrective actions be taken at the Customer's expense. If the damages to others are substantial, the electrical Service to the offending Customer may be disconnected until corrective action is taken.
  2. The Customer will be solely liable for any damages incurred by Tacoma Power and/or other Customers caused by his/her power quality problems.
  3. Customers shall meet Tacoma Power's Voltage Flicker Limits standards that apply to motor and other Loads, as specified in Tacoma Power's Electric Service Handbook and in the Tacoma Power Standards, provided on Tacoma Power's Web site [www.mytpu.org/tacomapower](http://www.mytpu.org/tacomapower).

### 2.6 Limitations

Tacoma Power is not responsible for losses or expenses directly or indirectly caused by power disturbances, including but not limited to business or production losses or any damage to Customer equipment. It is the Customer's responsibility to provide and maintain power-conditioning devices to protect sensitive electric Loads.

### 3.0 Temporary Service

Upon receiving a Customer request for Temporary Service, Tacoma Power will determine availability, charges, and Service requirements. The Customer shall pay for Temporary Service prior to installation.

### 4.0 Short-Term Service Connections

Short-term Service connections for Christmas tree lots, fireworks stands, and other comparable short-term activities are available. Customers requesting such Service shall obtain a permit from the Electrical Inspection Office and shall pay for all charges in advance, including the cost of energy, Service installation, removal, and electrical permit fees.

Additional charges will be assessed if a transformer installation is required. Upon the Customer's request and with Tacoma Power's approval, Service may be furnished from either an overhead or an underground primary system.

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### **5.1 Single-Family Dwelling Units, Mobile Homes and Duplexes**

For the purpose of these Policies, single-family Dwelling Units (with the exception of duplexes) that share a common wall or built under a common roof, shall be considered Multi-Family Dwelling Units as covered in Section 6.0.

#### **A. Underground Service**

1. For Underground Secondary Service, the Customer will be required to:
  - a. Furnish the trench, install conduit(s) and cable(s), and backfill the trench.
  - b. After Underground Secondary Service has been installed and energized, Tacoma Power will own and maintain the Secondary Service up to the Customer's Service point. The Service point is defined as the point where the Customer's Service conductors are connected to Tacoma Power's Service utility conductors.
2. Tacoma Power will not be responsible for the cost of replacing or repairing the Secondary Service wires, data wires, and conduits in the event wires or conduits have been damaged by dig-ins or other actions taken by or on behalf of the Customer and beyond the control of Tacoma Power.

#### **B. Overhead Service**

1. Tacoma Power will furnish, install, and maintain the Overhead Secondary Service wire.
2. However, Tacoma Power will not be responsible for the cost of replacing or repairing the Secondary Service wires and data wires in the event the wires have been damaged by actions taken by or on behalf of the Customer and beyond the control of Tacoma Power.
3. The Customer will be responsible for trimming and removing trees and other vegetation away from the Service wire(s) on the Customer's property.

### **6.1 Multi-Family, Commercial, and Industrial Services**

A. Customers who require an electrical Distribution system shall sign a Letter of Agreement with Tacoma Power's New Services Engineering Office and pay the appropriate construction charges prior to construction.

#### **B. Secondary Service**

##### **1. Underground**

- a. The Customer will be required to furnish and install civil and electrical systems associated with Underground Secondary Service in accordance with Tacoma Power Standards.

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- b. All secondary conductors shall be installed before the transformer is set in place. The Customer shall pay for crew labor costs for removing the transformer to pull the secondary conductors.
  - c. Tacoma Power will make all secondary connections at the transformer or Secondary Service box.
  - d. In the event of an Underground Service failure, the customer will be responsible for replacing the Secondary Service wires, data wires, and the conduits from the Customer's Service equipment to the Secondary Service box or transformer.
2. Overhead
- a. Tacoma Power will furnish, install, and maintain the Overhead Service wire.
  - b. The Customer will be responsible to trim or remove trees and other vegetation away from the Service wire on his/her property.
- C. The Customer will be solely responsible for the cost of replacing or repairing the Secondary Service wires or data wires in the event said wires have been damaged by causes beyond the control of Tacoma Power Primary Voltage System.
1. All primary voltage system (PVS) designs must be approved by an electrical engineer licensed in the State of Washington prior to submittal to Tacoma Power to plan review.
  2. The Customer shall install and maintain transformer Vault(s), junction Vault(s), walk-in Vault(s), and transformer guard posts in accordance with current Tacoma Power Standards and meet any additional requirements Tacoma Power deems necessary.
  3. At the discretion of Tacoma Power, civil systems such as trenches, conduit, Vaults, and structures such as slabs, junction boxes, guard posts, metering apparatus for PVS may be installed either by the Customer or Tacoma Power at the Customer's expense.
  4. Customer-installed civil systems for PVS shall be installed by a qualified electrical contractor licensed in the State of Washington under RCW 19.28 and in accordance with current Tacoma Power Standards and any additional requirements Tacoma Power deems necessary. A Tacoma Power construction inspector shall inspect the installation.
  5. The Customer shall pay for all charges associated with each new or revised Service, including equipment installed by Tacoma Power, prior to any construction by Tacoma Power. For each permanently metered new Service or increase in Service capacity, a credit shall be given for the current cost of a transformer up to and including 500 kVA.

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6. Tacoma Power will install the PVS cable and make both the primary and secondary transformer terminations.
  7. Tacoma Power will own and maintain the primary conduits, cable, and transformers except Customer-owned primary equipment.
- D. Electrical Service to high rise buildings (20+ floors)
1. Developers of high rise buildings shall make provisions for transformer rooms at approximately 20 floor intervals in accordance with current Tacoma Power Standards.
  2. Special requirements apply to primary power cable routing and transformer room designs. The building design team must work closely with Tacoma Power engineering to arrive at an acceptable final power system design. Up to 18 months lead time for design coordination is required. Once the utility design is complete, then a construction schedule will be provided that includes the delivery time for long lead time materials. Engineering and material deposits will be required.
  3. Unless otherwise established by Tacoma Power's Engineering Office, the power system will be owned and operated by Tacoma Power. An access agreement will be required between the property owner and Tacoma Power to govern access, operation, maintenance, or replacement of equipment.
  4. A transportation agreement to install and service the transformers, equipment, and power cables will be required between Tacoma Power and the property owner.

### **7.1 Residential Developments Primary Voltage System**

- A. Underground primary systems in residential developments shall conform to current Tacoma Power requirements. The Customer shall pay for all Tacoma Power installed equipment, except transformers, prior to any construction by Tacoma Power.
- B. A developer who requires an electrical Distribution system shall sign a Letter of Agreement with Tacoma Power's New Services Engineering Office and pay the appropriate construction charges prior to construction.
- C. These Policies will cover the installation of the electrical primary system and the Secondary Service to the corner of the lot closest to the transformer. Extending the Secondary Service run, when requested by the developer or property owner, shall be considered to be of special benefit to the property served, and construction charges shall be assessed in accordance with Tacoma Power policies.

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### **8.1 Residential Developments by Local Improvement District**

- A. The Local Improvement District (L.I.D.) policy of Tacoma Power is authorized pursuant to Washington State law (Title 35, RCW) for projects initiated by property owners within a specific geographic area to accomplish a specific improvement project in cooperation with Tacoma Power.
- B. Installation of the electrical primary underground system shall not begin until the Customer meets the following conditions:
  - 1. All roadways shall conform to current Tacoma Power standards. Within the Tacoma city limits, all rights-of-way shall be cleared in accordance with standards of the City of Tacoma.
  - 2. Property surveys, including setting and maintaining of front lot corners, must be completed.
  - 3. Installation of all other underground facilities that are not to be included in a common trench with the electrical system (water, sewer, storm, etc.) must be completed.

### **9.1 Overhead-to-Underground Conversion by L.I.D.**

- A. Converting existing overhead primary electrical Distribution systems to underground can be accomplished when technically and economically feasible. Pursuant to RCW 35, conversion can be financed by an L.I.D. Converting power lines above 15 kV is beyond the scope of this Policy.
- B. Parties in the City of Tacoma interested in initiating an L.I.D. to convert existing overhead Distribution lines to underground Distribution lines, should contact Tacoma Department of Public Works, Engineering Division, L.I.D.
- C. Tacoma Power may require a deposit to cover the actual expenses associated with initial engineering work. Any unused portions of the deposit will be applied toward the project cost if the L.I.D. is formed or returned to the parties if the proposed L.I.D. is not formed.
- D. Tacoma Power contributions to L.I.D. projects will be as follows:
  - 1. Residential L.I.D.s
    - a. Seventy percent of the total cost of converting the existing overhead primary electrical Distribution system to underground shall be provided by assessments against the property owners within the L.I.D. Assessments will be determined in accordance with all applicable Washington State laws.
    - b. Tacoma Power will provide 30 percent of the total cost of converting the existing overhead primary electrical Distribution system to underground.



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2. Commercial L.I.D.s – One hundred percent of the total cost of converting the existing overhead primary electrical Distribution system to underground shall be provided by assessments against the property owners within the L.I.D. Assessments will be determined in accordance with all applicable Washington State laws.
- E. Any charges made against the L.I.D. for undergrounding Secondary Services and data conduit, telephone, fire alarm, cable TV, and street lighting circuits will not be included when determining the amount to be paid by Tacoma Power.
- F. Converting Secondary Service on private property is not included in the L.I.D. The Customer must supply and install the secondary conductor and conduit from the meter to the Secondary Service box.

### **10.0 Prepaid Overhead-to-Underground Primary Line Conversion**

With the prior approval of Tacoma Power, an overhead Distribution line may be converted to underground at the expense of the Customer. The Customer will be required to designate a representative for the project, collect all costs associated with converting the primary line from the project participants, and pay Tacoma Power in advance of any engineering and construction scheduling.

### **11.0 Mobile and Factory- Built Home Developments**

The developer of a mobile home or factory-built home development will contact Tacoma Power's New Services Engineering Office for specifications, agreements, and applicable Tacoma Power requirements.

### **12.1 Commercial and Industrial Primary- Metered Service (12.5 Kv and 13.8Kv)**

- A. Ownership of primary-metered Service: With the approval of Tacoma Power primary metered Service can be obtained as follows:
  1. Customer-owned equipment: The Customer shall furnish, install, own, and maintain primary equipment, including cables, simultaneous disconnect switch, transformer(s), and connection to the Load side of the metering current transformers, in accordance with the Electrical Code of the City of Tacoma, the NEC, and applicable city and State codes.
  2. Tacoma Power-owned equipment: Tacoma Power may consent to furnish, install, own, and/or maintain primary metered equipment, including cables, simultaneous disconnect switch, transformers, and all connections at the metering current transformers and power transformer(s), in accordance with Tacoma Power Standards and design criteria. Electric rates and charges will take into account Tacoma Power's additional cost incurred in this alternative.

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- B. Customers owning primary voltage equipment may be allowed to transfer ownership and/or control of some or all of the equipment to Tacoma Power to own, operate, and/or maintain. Upon request by the Customer, and on a case-by-case basis, Tacoma Power will review Customer-owned systems. Acceptance of ownership and/or control of such systems will be at Tacoma Power's sole discretion, and will depend upon the system and equipment meeting current Tacoma Power Standards and design criteria and a determination that other Customers will be economically unharmed by such action. After transferring ownership and/or control of primary voltage equipment to Tacoma Power, Customers would not be eligible for any applicable rate discount for ownership and maintenance of primary voltage equipment.
- C. Due to fire department safety concerns regarding two or more power sources to a building, Tacoma Power will not provide additional Service to any building served with a primary-metered Service. Multiple-metered Service may be provided to a site that has detached buildings or structures.

### 13.1 Meters

- A. All metering shall comply with Tacoma Power Standards. Customers should contact Tacoma Power's New Services Engineering and Electrical Inspection Offices for standards governing meter and metering transformer installations. The Electrical Inspection Office, in coordination with Tacoma Power's Meter/Relay Shop, will specify and approve meter installations in accordance with current Tacoma Power Standards, the NEC, and the Electrical Code of the City of Tacoma.
- B. All metering equipment provided by Tacoma Power to serve a Customer shall remain the property of Tacoma Power. All metering equipment furnished by the Customer (including enclosures, cabinets, conduits, and meter sockets) shall remain the property of the Customer. Tacoma Power's electrical Service and responsibility extend from Tacoma Power's system up to, but not beyond, the Service point as determined by New Services Engineering.
- C. For multiple-metered locations, meter sockets must be permanently and legibly marked and maintained with the permanent service address on the exterior so that it is visible in accordance with the NEC. The property owner is responsible for ensuring that meter socket markings accurately indicate the locations being billed.

If meter sockets are incorrectly marked so that a Customer is billed for another Customer's use (cross-billed), Tacoma Power will determine correct billing quantities for the cross-metered Customer. The property owner will be responsible for any insufficiency of electric revenue recovery from cross-metered Customers plus any reasonable investigation and collection costs incurred by Tacoma Power.

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Tacoma Power will notify the property owner of the least-cost method for cross-metered revenue recovery.

- D. When additions or alterations are made that require the relocation of a meter, the Customer will relocate the meter in accordance with current Tacoma Power Standards and the NEC at his or her expense. The Customer must obtain an electrical wiring permit from the Tacoma Power Electrical Inspection Office before starting the work.
- E. The meter location shall not be concealed by materials of any kind and must be readily accessible at all times. If the Customer blocks a clear path to the meter, or if the meter is subject to damage because of its location, the Customer may be required, at his or her expense, to provide a new and suitable meter location and make the necessary wiring changes.

### 13.2 Sub-Metering

- A. Each newly constructed or updated Dwelling Unit shall be independently metered by Tacoma Power per the Electrical Code of the City of Tacoma.

Additional non dwelling unit metering facilities may be installed on the Load side of the Customer's billing meter(s) at the Customer's expense under the following conditions:

1. There are no adverse impacts to Tacoma Power or other Customers.
  2. All materials, devices, appliances, and equipment not exempted in Chapter 19.28 RCW must be tested or field-evaluated by a testing laboratory accredited by the State Department of Labor and Industries. Installation of the equipment shall be in accordance with the NEC and Tacoma Power Standards.
  3. If Customer-owned metering is used to apportion the cost of power at the billing meter(s) between the Customer's tenants, only the cost of power at the billing meter(s) plus a nominal administrative fee may be collected solely for the recovery of the cost of power at the billing meter(s). The nominal administrative fee shall not exceed 10 percent of the monthly electric utility billing amount for each tenant, or \$5.00 per month, whichever is less. Revenue so collected from tenants by the Customer will not be considered in violation of TMC, Section 12.06.120, "Resale of Electric Energy Prohibited". Beyond enforcement of these restrictions, Tacoma Power has no role in investigating or resolving private Customer/tenant billing administration disputes.
- B. If a sub-metering site is found to be causing damage to Tacoma Power or its Customers, Service to the offending Customer may be suspended until corrective action is taken.

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### **13.3 Meter on Private Pole**

- A. If New Services Engineering determines Underground Service is not practical, Tacoma Power Standards will allow a meter pole for Overhead Service to be installed not greater than 150 feet from the Tacoma Power pole.
- B. The property owner shall be responsible to permanently and legibly mark and maintain the permanent service address on the meter socket so that it is visible in accordance with the NEC.

### **13.4 Metering Transformer Minimum Rating Requirements**

When a single Service is metered through current transformers, and the minimum Demand as determined by Tacoma Power during a 12-month period is less than 10 percent of the current transformer nameplate rating, the Customer may be required, at his or her own expense, to replace the existing current transformers with smaller current transformers provided by Tacoma Power. Such a change shall not be required if the Customer can show, to Tacoma Power's satisfaction, that the Load will always exceed the 10 percent minimum during the next 12 months. For Single-phase Services with a Load of 320 amperes or less, Tacoma Power may require that the Customer provide and install a socket for a self-contained meter.

### **13.5 Totalized and Interval Data Metering**

Totalized metering is defined as the totaling of consumption measured on multiple meters by feeding the output of the individual meters into one master meter which totals the consumption.

Where a Customer has multiple Services feeding buildings and equipment at one site, Tacoma Power may provide totalized metering when requested. Technical specifications shall be developed and approved by Tacoma Power's New Services Engineering and Meter/Relay groups.

For totalized and/or commercial/industrial interval data metering, the customer will be required to pay in advance for all special metering equipment, communications infrastructure and connections for remote data collection, labor and materials for installation, and any additional ongoing maintenance costs.

### **13.6 Pulses**

Upon request, Tacoma Power will provide Customers with pulses from the billing meter in accordance with current Tacoma Power Standards. The Customer's equipment for acquiring pulses will not be installed in the same enclosure with Tacoma Power's equipment. The Customer will be responsible for the security, protection and environmental needs of their equipment. The Customer shall reimburse Tacoma Power for all costs required to provide pulses.

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### **13.7 Meter Tampering and Power Diversion**

Tacoma Power will require the Customer to pay costs incurred to investigate meter tampering, power diversion, or other improper action taken by the Customer or others. If Tacoma Power equipment is damaged as a result of meter tampering, power diversion, or other actions taken by the Customer or others, the Customer is presumed to be responsible for the damages, and unless there is clear evidence to the contrary, shall be held responsible for payment of all estimated power consumption and costs incurred to replace or repair the equipment as per RCW 80.28.240.

### **13.8 Customer-Requested Meter Test**

Upon Customer request, Tacoma Power will test the billing meter one time at no charge. Tacoma Power will assess a charge for all additional tests requested within two years of an earlier request. If the meter is found to be more than two percent inaccurate, all charges assessed for the most recent test will be refunded.

### **14.1 Customer Owned Generation – Utility Interconnection**

Customer owned generation is defined as generation owned and operated by the Customer that is connected directly to Tacoma Power's electrical system through Tacoma Power's metering.

- A. All emergency and legally required standby generation installations must comply with Chapter 7 of the NEC and must be inspected by Tacoma Power's Electrical Inspectors. New Services Engineering Office can be contacted for assistance.
- B. Customers may interconnect with Tacoma Power pursuant to Tacoma Power Standards and design requirements which must include approved Load transfer equipment. The facilities and operational requirements associated with interconnection to Tacoma Power's Transmission and Distribution system are governed by the following requirements:
  1. Tacoma Power's Technical Connection Requirements govern generators larger than 100 kW. Sales of electrical energy to Tacoma Power may be subject to successful negotiation of a contract with Tacoma Power subject to the approval of the contract by the Public Utility Board.
  2. Tacoma Power's Net Metering Requirements govern interconnection requirements that apply to any Customer-owned generation facility with a capacity less than 100 kW.



## CUSTOMER SERVICE POLICIES

- C. Small generators intended solely as a back-up power supply must have an Electrical Inspection Department approved protection switch or panel to prevent power from feeding into Tacoma Power's Distribution system.
- D. Connecting Customer owned generation to network systems is limited by the Institute of Electrical and Electronics Engineers (IEEE) 1547.6. Tacoma Power's Central Business District Engineering must pre-approve all installations in the downtown area and at area hospitals.

### 15.0 Public Agency Requested Inspections

Tacoma Power will require a property owner to pay all costs incurred for the inspection of electrical wiring of such owner's buildings or other structures when such inspection has been requested by applicable city, State and/or Federal authorities investigating suspected unlawful conditions or activity upon the owner's property and the inspection confirms electrical code violations. The cost assessed for the time spent inspecting, permit fees required to make repairs, and any penalty fees shall be assessed per TMC 2.04. Where Electrical Service has been disconnected, reconnection will require the purchase of a Tacoma Power electrical permit, upgrade of the installation in accordance with current Tacoma Power Standards, the Electrical Code of the City of Tacoma, the NEC, applicable city and State codes, and approval of all required inspections, completion of inspection hold requirements, and payment of required fees and charges.

### 16.0 Billing

#### A. Billing Policy:

Billing will occur as noted in the Customer Service Policy of Tacoma Public Utilities and TMC 12.06 (Electric Energy – Regulations and Rates).

Tacoma Power

## **CUSTOMER SERVICE POLICIES**

## CUSTOMER SERVICE POLICIES

### Definitions

For the purposes of these Policies, the words or phrases shall have the meaning set forth below:

**Customer(s)** – a person or entity legally responsible for payment of utility rates, charges, and fees pursuant to the TMC and/or applicable State law and includes, but is not necessarily limited to, any person or entity that uses or has contracted for electric Service from Tacoma Power and whether or not designated as a business partner in the business records of the Customer Services' Division.

**Demand** – the maximum average kilowatt power used by the Customer for a specific period of time during the billing period.

**Distribution** – that portion of an electrical system that delivers electric energy at less than 110 kV (nominal).

**Dwelling Unit** – a single unit, providing complete and independent living facilities for one or more persons, including permanent provisions for living, sleeping, cooking, and sanitation.

**Electrical Code of the City of Tacoma** – Chapter 2.04 of the Tacoma Municipal Code (TMC), entitled Electrical Code.

**Electrical Services** – electric power and energy available for use by the Customer.

**Letter of Agreement** – standard agreement executed primarily between developers and Tacoma Power outlining the responsibilities of each party, estimated costs, and the standards that electrical equipment and facilities must adhere to.

**Load** – any device that consumes power including, but not limited to motors, lights and/or heating equipment.

**NEC** – National Electrical Code as adopted per Chapter 2.04, TMC.

**Policies** – these Tacoma Power Customer Service Policies.

**Primary Line Extension** – extensions of Tacoma Power's Distribution system.

**Public Utility Board** – the Public Utility Board of the City of Tacoma.

**Rate Schedules** – Chapter 12.06 of the Tacoma Municipal Code (TMC) entitled Electric Energy – Rates and Regulations.

**RCW** – Revised Code of Washington

## CUSTOMER SERVICE POLICIES

### **Definitions (continued)**

**Service** – by NEC definition, the Service comprises the conductors and equipment for delivering electric energy from the serving utility to the wiring system of the premises served.

**Secondary Service** – Service with voltages less than 600 volts.

**Primary Service** – Service with voltages greater than 600 volts.

**Single-phase Service** – an alternating current supply system using one conductor. This type of service is usually used for residential Loads.

**Three-phase Service** – an alternating current supply system comprising three or more conductors. This type of Service usually feeds commercial and industrial Loads.

**Overhead Service** – conductors from Tacoma Power's pole to the connection point with the Customer's wires at the Service mast.

**Underground Service** – cables and conduits from Tacoma Power's pole, transformer, or Secondary Service box to the source side of the meter socket lugs.

**Tacoma Power Standards** – The City of Tacoma, Department of Public Utilities, Light Division's Transmission and Distribution Construction Standards, which authorize the design for engineering and construction.

**Technical Connection Requirements** – requirements that apply to any generation facility with a capacity exceeding 100 kW and end-use or wholesale Customers taking Service at Transmission voltage.

**Temporary Service** – a short-term electrical service designed to provide power for construction or other short-term use. Short-term for the purpose of Temporary Service is a period of less than one year.

**TMC** – Tacoma Municipal Code – The Municipal Code of the City of Tacoma.

**Transmission** – that portion of an electrical system that delivers electric energy at voltages greater than 52.5 kV. For purposes of this document, Transmission voltage is generally considered to be 110 kV (nominal).

**Vault** – a room or enclosure where switchgear, cables, transformers, and other devices are installed for an electrical system.

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## I. INTRODUCTION

### 1.1 Customer Service Policies and Fees applicable to City provided utility services.

1.1.1 This Customer Services Policies document (hereafter "Policies") pertains to the operations of the Customer Service Division ("Customer Services" or "CS") in support of the City of Tacoma's Department of Public Utilities d/b/a Tacoma Public Utilities ("TPU") and the Environmental Services Department ("ES Department" or "ESD"). TPU provides electric energy and water services and the ES Department provides solid waste collection, wastewater and surface water services.

The Power, Water, and Rail Divisions of TPU, as well as the ES Department, maintain separate and additional customer service policies applicable to their own operations.

1.1.2 Fees associated with many of the Customer Services operations addressed in these Policies are established pursuant to authority set forth in the Tacoma Municipal Code ("TMC") including, but not limited to, Chapter 12.01, TMC.

1.1.3 Fee Schedule. RESERVED.

### 1.2 Definitions:

Unless otherwise defined in the Tacoma Municipal Code ("TMC" or "City Code"), the following terms shall have the definitions stated.

The term "**Customer**" as used in these Policies refers to a person or entity legally responsible for payment of utility rates, charges, and fees pursuant to the TMC and/or applicable State law and includes, but is not necessarily limited to, a person or entity that is designated in Customer Services' records as a business partner.

The term "**Hold**" as used in these Policies refers to a restriction or restraint on utility service and may prevent activation of service. A Hold may be placed on a utility service account or a service premises due to, but not limited to, outstanding utility service debt owed to the City, safety reasons, or a violation of TMC, State or other local laws, and/or policies adopted by TPU or the City.

The term "**service premises**" as used in these Policies refers to any real property, structure, building or dwelling unit(s) to which utility service is provided by TPU and/or the ES Department.

## Customer Services Policies

The term “**satisfactory payment history**” as used in these Policies refers to the number of credit points assigned to the applicant or Customer by Customer Services based on late or returned payments for utility services, credit related service disconnection, default of an Approved Payment Agreement, or other negative credit or irregular circumstances. An applicant or Customer with six (6) or less credit points in the most recent twelve (12) month period will be deemed to have a satisfactory payment history unless other negative credit or irregular circumstances exist.

The term “**statutory utility lien**” as used in these Policies refers to a lien or other rights granted to utility providers under Washington State lien laws including, but not limited to, RCW 35.21.290, 35.21.300, 35.67.200, 35.67.290, and/or Chapter 60.80. Such lien and rights are enforceable by TPU and/or the ES Department against the service premises at which the service debt was incurred regardless of whom may have incurred such debt.

“**Approved Payment Agreement**” as used in these Policies means a contractually binding agreement specifying the amount(s) and date(s) of payment of an outstanding utility service account debt. The terms and conditions of a such agreement may be negotiated by Customer Services, TPU, the ES Department, or an authorized collection agency, but must be approved by authorized Customer Services staff pursuant to standard operating procedures. The required amount(s) and date(s) of payment under an Approved Payment Agreements must be documented by Customer Services and made available for review by the account debtor upon request.

### **1.3 Unauthorized Connection, Reconnection, and/or Use of Utility Services.**

Unless authorized or permitted under these Policies or applicable City Code, any connection, reconnection, and/or use of utility services shall be deemed to be unauthorized and subject to recourse by the City. Such recourse may include, but is not limited to, immediate disconnection of service, recovery of all costs and damages incurred, and such other civil remedies or criminal sanctions as may be available at law or in equity.

### **1.4 Additional Information.**

Further information regarding the application of these Policies can be found in the Customer Services Procedures document.

## II. APPLICATION FOR SERVICE

### 2.1 Introduction

All requests for utility service will be met whenever possible in accordance with State law and the laws and policies of the City of Tacoma. Each request will be deemed to be an application for utility service whereby the applicant agrees to be bound by the provisions of the Tacoma Municipal Code ("TMC")<sup>1</sup>, these Policies, and the respective service policies of Tacoma Power, Tacoma Water, and the ES Department, in effect at the time of application or as thereafter amended. Upon application approval by Customer Services, such provisions shall establish the contractual rights and obligations of the Customer and the City.

An application for electricity, water, solid waste collection, wastewater and/or surface water utility services may be made to Customer Services via telephone, mail, fax, electronic medium, or in person at the Public Utilities Administration Building or other designated locations.

Customer Services, on behalf of TPU or the ES Department, may deny new utility service(s) to any applicant or existing Customer that has unpaid utility service debt in collection status.

### 2.2 Policies

2.2.1 Applicable utility service rate schedules, charges, and other fees for new and existing Customers will be determined in accordance with Chapters 12.01, 12.06, 12.08, 12.09 and /or 12.10, TMC and/or other City ordinances.

2.2.2 All applicants for utility service are required to provide accurate and verifiable information as to the true identity of each individual who will be financially responsible for the service.

2.2.2.1 Applications for utility accounts or service may be denied if inaccurate or fraudulent information is provided by the applicant.

2.2.2.2 Utility service to an existing Customer may be terminated if fraudulent or inaccurate information was provided to establish such service.<sup>2</sup>

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<sup>1</sup> Including, but not limited to, Chapters 12.01, 12.06, 12.08, 12.09, and 12.10, TMC

<sup>2</sup> Additional recourse may be pursued under State law and/or City ordinance to recover costs associated with these actions.

## Customer Services Policies

- 2.2.3 The owner of a service premises, and/or its agent, may apply for a utility account or service to such premises on behalf of a tenant. Customer Services may require a copy of a lease or rental agreement to verify tenancy at such premises.
- 2.2.3.1 Applications by an owner and/or its agent on behalf of a tenant may not be accepted, nor may utility service be provided, if fraud or deception by the owner and/or the tenant has been perpetrated against Customer Services. Customer Services Management will make such determinations, in consultation with the City Attorney's Office, on a case by case basis.
- 2.2.4 Applications for utility accounts and/or services may be denied or provision of services reasonably conditioned as follows:
- 2.2.4.1 Application for an account and/or services may be denied when the service premises to be served is subject to a statutory utility lien.
- 2.2.4.2 As a condition of service, and prior to reconnection of service, full payment of all statutory utility lien charges against the residential or commercial service premises to be served is required. Customer Services may provide interim service based on an alternative form of guarantee or agreement to ensure statutory utility lien charges are satisfied. See Section 2.2.5 of this Chapter for further details.
- 2.2.4.3 Application for an account and/or service may be denied based on a Hold placed on the service premises to be served. As a condition of service, all such Holds must be satisfactorily resolved.
- 2.2.4.4 Application for an account and/or service may be denied when the applicant owes outstanding balances for utility account(s) in collection, regardless of the service premises where the applicant incurred the delinquent charges. As a condition of service, full payment for such outstanding balances is required.
- 2.2.4.5 Application for an account and/or service may be denied based on any delinquent utility charges previously incurred by the applicant or Customer, regardless of the service premises where such delinquent charges were incurred. As a condition of service, the Customer may be required to make full payment or enter into an Approved Payment Agreement for such delinquent balances.

## Customer Services Policies

- 2.2.4.6 Application for an account and/or service may be denied if the service premises to be served is subject to outstanding debt including, but not limited to, conservation loan default, unpaid permit fees, or delinquent surcharges. As a condition of service, full payment or an Approved Payment Agreement for such outstanding balances may be required.
- 2.2.4.7 Application for an account and/or service may be denied based on unauthorized connection, reconnection, and/or use of utility services at the service premises to be served. As a condition of service, full payment of all outstanding damages or fees resulting from electric or water diversion, or from equipment tampering, shall be required by the responsible Customer or service premises owner.
- 2.2.4.8 Application for an account and/or service with delinquent utility charges, or outstanding utility collection balances, may be accepted based on a pledge (promise to pay) from an authorized Public, Tribal, Federal, and/or State agency. This exception to subsections 2.2.4.4 and 2.2.4.5 of this Chapter will only be considered for applicants residing at a service premises where services were disconnected for non-payment and remained off for more than 10 days but no more than 60 days. Further guidance regarding this exception are found in the Customer Service Procedures.
- 2.2.5 An Interim Service Request Agreement may be utilized for restoring service on a temporary basis. Approval of such Agreement, at Customer Services' sole discretion, must be by Customer Services Representative Lead level or higher. Such an Agreement does not waive statutory utility lien or other rights held by TPU or the ES Department. Such Agreement may be used to allow service for home inspection, electrical inspections, property sale, or other similar needs at the discretion of Customer Services.
- 2.2.6 Electric and/or water service may be connected without the presence of the Customer. The service may be connected either manually by a TPU employee on site or by remote means as available. The Customer assumes all risk<sup>3</sup>.
- 2.2.7 A service establishment fee will be imposed in accordance with TMC 12.01.010 when a new account is established for a single service or combination of services (electric, water, solid waste, wastewater, and/or surface water).

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<sup>3</sup> See TMC 12.06.150 and 12.10.115

## Customer Services Policies

- 2.2.8 If the owner of a service premises initiates an Owner Allocation agreement, the electric, water, or other related services to such premises may be continued between tenant occupancies. When such agreement has been made, and complied with, the service establishment fee due upon each new tenancy will be collected from the tenant and waived for the owner.
- 2.2.8.1 The owner and/or its agent is responsible for providing Customer Services with actual change of tenant occupancy dates before they occur and must do so as a condition of any waiver of service establishment fees.
- 2.2.8.2 Failure of owner and/or its agent to notify Customer Services of occupancy changes before they occur may result in revocation of the Owner Allocation agreement and/or the assessment of the service establishment fee upon the owner.
- 2.2.8.3 The Owner Allocation agreement shall indicate the specific services (electric, water, solid waste, wastewater, and/or surface water) for each service address premise. Use of services not included in the Owner Allocation agreement will be charged a service establishment fee.
- 2.2.8.4 Notwithstanding compliance with an Owner Allocation agreement, electric, water or other related services may be disconnected for non-payment of utility service bill(s).
- 2.2.9 An account for utility service(s) provided to multiple units or a common area at a single service premises must be established and remain in the name of the service premises owner, the owner's authorized management company, or the homeowners association served by such account, as the case may be.
- 2.2.10 If unauthorized electric or water service connection, reconnection, and/or use of utility services is discovered, Customer Services and/or TPU may disconnect such service from the utility system. Any service(s) disconnected under these circumstances shall not be reconnected until (i) all charges, including cost of investigation and damages, and other applicable fees are paid in full, and (ii) Holds removed and/or any additional requirements have been satisfied.
- 2.2.10.1 Damages shall include, but not be limited to, the value of electric or water service used without authorization. In the absence of evidence to the contrary, such value will be calculated by Customer Services based on an estimate of consumption (i) from the time the Customer's service

## Customer Services Policies

account was opened until the date unauthorized connection, reconnection, and/or use of utility services was discovered, and (ii) in a quantity comparable to historic service use at the service premises.

- 2.2.11 Uniform procedures for the administration of this Chapter are found in the Customer Services Procedures document. Such Procedures include additional guidance concerning: (i) application for service, (ii) change of service, and (iii) the designation and responsibilities of Customers (as Account Holders legally liable for account charges) and Customer agents or representatives (as Authorized Agents entitled to receive account information and make limited account transactions).



### III. DEPOSITS

#### 3.1 Introduction

3.1.1 Prior to establishing a new account or furnishing utility services, security to guarantee payment for services is required. Upon request for electrical, water, and/or commercial solid waste service, applicants and existing Customers are required to pay a cash deposit or security<sup>4</sup>, unless waived by Customer Services. Deposits or security shall be in accordance with the provisions set forth below in Section 3.2 (residential service), Section 3.3 (commercial service), and Section 3.4 (adequate assurances in bankruptcy). These provisions are subject to change based on changes in State law or City Code.

#### 3.2 Residential Deposit Policies

3.2.1 A security deposit in the following amounts<sup>5</sup> shall be required for all new applications for a residential utility account and service, unless waived pursuant to these Policies:

3.2.1.1 Electric security deposits are based on the type of residence:

Residential housing up to 4 units                      \$200.00 per unit

Apartments 5 units or above                      \$100.00 per unit

3.2.1.2 Water security deposit will be                      \$75.00

3.2.1.3 Solid Waste security deposit will be                      \$0.00

3.2.1.4 Wastewater security deposit will be                      \$0.00

3.2.2 Security deposits may be required from existing Customers, owners, and tenants that do not have a satisfactory payment history including, but not limited to:

3.2.2.1 Two (2) or more return payments not honored by a financial institution in a twelve (12) month period.

3.2.2.2 Service disconnection for unpaid charges two (2) or more times in a twelve (12) month period.

3.2.2.3 If the security deposit was waived because inaccurate information was provided.

<sup>4</sup> See Revised Code of Washington (RCW) 35.21.217(1) and TMC 12.06.100 and 12.10.050

<sup>5</sup> Subject to City Code, as the same may hereafter be amended

## Customer Services Policies

- 3.2.2.4 If a security deposit was previously waived based on a payment or deposit guarantee instrument that has been breached or is no longer in effect.
- 3.2.2.5 Other irregular payment or credit activities that result in administrative costs or burdens to the City.
- 3.2.3 Security deposits may be waived if one or more of the following criteria is met at or within thirty (30) days from service establishment date:
  - 3.2.3.1 Title owner of the service premises.
  - 3.2.3.2 Purchaser of service premises pursuant to a recorded Real Estate Contract.
  - 3.2.3.3 An applicant or customer renting, leasing, or leasing with an option to purchase the service premises and one of the following is satisfied:
    - A. Has established satisfactory payment history with Customer Services.
    - B. Provides a satisfactory history of credit from another electric, water, or natural gas utility for a minimum of twelve (12) months within the past two (2) years.
    - C. Customer Services may verify satisfactory credit history through its third party credit bureau vendor.
    - D. A signed payment guarantee instrument is on record with Customer Services, pursuant to which the owner of the service premises is liable for unpaid charges including, but not limited to, the security deposit.
    - E. The security deposit for electrical service will be waived if the Customer agrees to enroll in the Tacoma Power pre-payment service when advanced meter infrastructure is available and installed at the service premises.
- 3.2.4 When a security deposit is required under these Policies, a letter requesting the deposit will be sent to the Customer. Security deposits are due within thirty (30) days of the service establishment date; Provided, that in cases of returning applicants seeking service at the same service premises, such deposits will be due sooner as determined by Customer Services.
  - 3.2.4.1 Credit action may begin if any required security deposit has not been paid or an Approved Payment Agreement has not been established in the allowable time period.

## Customer Services Policies

- 3.2.4.2 If service is disconnected because of non-payment of a security deposit, lack of an Approved Payment Agreement, or failure to make payment pursuant to such Approved Payment Agreement, the service may not be reconnected until full payment of the security deposit and all outstanding charges are paid.
- 3.2.5 The security deposit will be held, without interest, for a minimum of twelve (12) consecutive months of satisfactory payment history from the date the security deposit was paid in full. Customer Services will continue to hold the security deposit for a longer period, as determined by Customer Services, if satisfactory payment history is not maintained by the Customer.
- 3.2.6 The security deposit will be refunded after deduction of any accrued or outstanding charges and fees -- which may be estimated by Customer Services -- at such time as the Customer notifies Customer Services to close the account and terminate service.
  - 3.2.6.1 Upon account closure Customer Services will first apportion and apply deposit funds to the utility service for which such funds were collected to the earliest incurred charges. Any remaining security deposit will be applied to other outstanding utility charges.
  - 3.2.6.2 When a Customer moves from one service premises to another within TPU's service area, deposits may be applied to the closing invoice(s) or other TPU accounts associated with the Customer.
- 3.2.7 Customer Services may apply all or any part of a security deposit held upon the Customer's default in payment of utility charges and may require additional deposit amounts or a change in the type of security based on a change in a Customer's service status.

### **3.3 Commercial Deposit Policies**

- 3.3.1 Security deposits in the following amounts are required of all new applications for a commercial utility account and service, unless waived pursuant to these policies:
  - 3.3.1.1 The electric deposit is an amount equivalent to, but not less than, the highest two (2) months' charges for the service premises in the prior twenty-four (24) months.
  - 3.3.1.2 The water deposit is the amount equivalent to, but not less than, the highest two (2) months' charges for the service premises in the prior twenty-four (24) months.

## Customer Services Policies

- 3.3.1.3 A security deposit may be calculated if there is no history at a new service premises or a change of business. The calculation may be based on an estimate of a similar business usage, or following two or more invoices for the Customer at the new service premises, at the discretion of Customer Services.
- 3.3.1.4 The solid waste deposit is four times the monthly rate.
- 3.3.2 Security deposits may be requested from existing Customers, owners, or tenants when the Customer, owner or tenant do not have a satisfactory payment history including, but not limited to:
  - 3.3.2.1 Two (2) or more returned payments by a financial institution in a twelve (12) month period.
  - 3.3.2.2 Service disconnection for lack of payment two (2) or more times in a twelve (12) month period.
  - 3.3.2.3 If the deposit was waived because of inaccurate information provided.
  - 3.3.2.4 If a security deposit was previously waived based on a payment or deposit guarantee instrument that has been breached or is no longer in effect.
  - 3.3.2.5 Other irregular payment or credit activities that result in administrative costs or burdens to the City.
- 3.3.3 Security deposits may be waived if one or more of the following criteria is met at or within thirty (30) days from the service establishment date:
  - 3.3.3.1 Title owner of the service premises.
  - 3.3.3.2 Purchasing of service premises pursuant to a recorded Real Estate Contract.
  - 3.3.3.3 An applicant or Customer renting, leasing, or leasing with an option to purchase the service premises and one of the following is satisfied:
    - A. Has established a satisfactory payment history with Customer Services.
    - B. Provides a satisfactory history of commercial credit from another electric, water, or natural gas utility for a minimum of eighteen (18) months within the past two (2) years.

## Customer Services Policies

- C. Customer Services may verify satisfactory credit history through its third party credit bureau vendor.
- D. A signed payment guarantee instrument is on record with Customer Services, pursuant to which the owner of the service premises is liable for any unpaid charges.
- E. A signed promissory note or other legally sufficient letter of credit or other fiduciary documentation is accepted by, and is on record with, Customer Services.

3.3.4 When a security deposit is required under these Policies, a letter requesting the deposit will be sent to the Customer. Security deposits are due within thirty (30) days of the written notification date; provided, that in cases of returning applicants seeking service at the same service premises, such deposits will be due sooner as determined by Customer Services.

3.3.4.1 Credit action may begin if any required deposit has not been paid or an Approved Payment Agreement has not been established in the allowable time period.

3.3.4.2 If service is disconnected because of non-payment of a security deposit, lack of an Approved Payment Agreement, or failure to make payment pursuant to such Approved Payment Agreement, the service may not be reconnected until full payment of the security deposit agreements and all outstanding charges are paid.

3.3.4.3 The security deposit will be held, without interest, for a minimum of twelve (12) consecutive months of satisfactory payment history from the date the security deposit was paid in full. Customer Services will continue to hold the security deposit for a longer period, as determined by Customer Services, if satisfactory payment history is not maintained by the Customer.

3.3.4.4 Upon written request by a Customer, Customer Services will review the Customer's deposit status to determine whether the Customer's security deposit should (i) continue to be held, or (ii) applied to the Customer's open utility account(s) conditioned upon substitute security provided by the Customer in the form of a signed payment guarantee instrument, promissory note, or letter of credit. The Customer may request such review at any time following account establishment, but not more frequently than once every twelve (12) months. The determination to change deposit status shall be made in the sole discretion of

Customer Services based on the business risk involved and the best interests of TPU. Any determination that changes the Customer's deposit status must be approved by the Customer Services Manager. If a security deposit is applied to the Customer's account, Customer Services may require a new security deposit be made at any time due to the Customer's subsequent failure to maintain a satisfactory payment history.

3.3.5 The security deposit will be refunded after deduction of any accrued or outstanding charges and fees -- which may be estimated by Customer Services -- at such time as the Customer notifies Customer Services to close the account and terminate service, or as otherwise determined pursuant to Section 3.3.4.4 above.

3.3.5.1 Upon account closure Customer Services will first apportion and apply deposit funds to the utility service for which such funds were collected to the earliest incurred charges. Any remaining security deposit will be applied to other outstanding utility charges.

3.3.5.2 When a Customer moves from one service premises to another within TPU's service area, deposits may be applied to the closing invoice(s) or other TPU accounts associated with the Customer.

3.3.6 Customer Services may apply all or any part of a security deposit held upon the Customer's default in payment of utility charges and may require additional deposit amounts or a change in the type of security based on a change in a Customer's service status.

### **3.4 Adequate Assurance For Post-Bankruptcy Service**

3.4.1 Residential Customers. Except as otherwise provided under federal bankruptcy law<sup>6</sup>, a residential Customer is required to provide an adequate assurance of payment for future service within twenty (20) days of filing a petition for bankruptcy. If TPU is notified of such petition or is listed as a creditor, an adequate assurance deposit must be provided within twenty (20) days of such notice or a written request for such deposit by Customer Services.

3.4.2 Commercial Customers. Except as otherwise provided under federal bankruptcy law<sup>7</sup>, a commercial Customer is required to provide an adequate assurance of payment for future service within twenty (20) days of filing a petition for bankruptcy or within twenty (20) days of

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<sup>6</sup> See 11 U.S.C. §366

<sup>7</sup> See 11 U.S.C. §366(c)(2), as the same may hereafter be amended.

## Customer Services Policies

written request by Customer Services, if any of the following conditions exist:

- 3.4.2.1 The Customer has seven (7) or more credit points, indicating a less than acceptable payment history for utility service. Customer Services may, at its discretion, consult with the City Attorney's Office on a case-by-case basis for Customers having seven (7) or more credit points to determine cost-effectiveness of pursuing adequate assurance and/or objecting to debtor motions to limit or avoid post-petition utility service deposits.
- 3.4.2.2 Customer Services determines, in its sole discretion, that the Customer's prior payment history or any other circumstances demonstrate an unacceptable risk of non-payment of future utility service.
- 3.4.3 An adequate assurance of payment required under these Policies is in addition to any previous security deposit paid to or held by Customer Services. Per 11 U.S.C. § 366(c)(4), Customer Services may apply such security deposit to any pre-petition debt owed without notice.
- 3.4.4 Adequate assurance of payment will be in the form of a deposit or other form of security satisfactory to Customer Services and will be in the amount equivalent to, but not less than, the two (2) highest months of charges for the service premises over the past twelve (12) month period.
- 3.4.5 Failure to timely provide adequate assurances satisfactory to Customer Services shall, in Customer Services' sole discretion, result in termination of further utility service.
  - 3.4.5.1 If service is disconnected due to non-payment of the required adequate assurance, the service may not be reconnected until full payment of such adequate assurance and all outstanding post-petition service charges and fees are paid.
- 3.4.6 Except as otherwise ordered by the bankruptcy Court, the adequate assurance deposit, or credited security, may be applied to the account after three (3) years, provided that the Customer has maintained good credit during the past twelve (12) consecutive months.



## IV. INVOICES FOR SERVICE

### 4.1 Introduction

- 4.1.1 Customer Services will invoice Customers for utility services. Billing options are available to Customers. Customers with questions regarding their billing invoices may contact Customer Service for assistance.
- 4.1.2 All charges for utility services provided by the City shall be the personal obligation of the Customer and/or the person(s) that applied or signed for or that received such service. Additionally, the City shall have all lien rights granted by State laws against the service premises where such service charges were incurred. Except as limited by State law, the Director of Utilities, shall have the absolute authority to refuse to furnish service to, to discontinue service to, or to refuse to resume service to any applicant or Customer on account of the failure to pay delinquent utility invoices owing the City by such applicant or Customer, whether such invoice covers charges for service at the premises sought to be served or elsewhere.<sup>8</sup>

### 4.2 Policies

- 4.2.1 Meter Reading. Electric and water meters are read either monthly, bimonthly or at otherwise determined intervals for invoice and billing purposes.
  - 4.2.1.1 Meter reading schedules are available to all Customers.
  - 4.2.1.2 If an actual meter reading cannot be obtained by Customer Services or TPU because of limited access, severe weather, major disaster or by other cause beyond the City's reasonable control, the meter reading will be estimated. The Customer's invoice will note that the meter reading is estimated.
  - 4.2.1.3 Estimated meter readings will be generated as part of the invoice process for bimonthly accounts with Budget Billing.
  - 4.2.1.4 When approved by Customer Services, at its sole discretion, the Customer may provide meter readings to Customer Services. In such cases, Customer Services will verify the meter reading(s) to determine if such reading(s) fall within the expected ranges.

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<sup>8</sup> See TMC 12.06.110 and 12.10.130.

## Customer Services Policies

- 4.2.1.5 Any meter readings that fall outside expected ranges may be reviewed by Customer Services and or TPU during the billing process prior to creating a customer invoice.
- 4.2.1.6 A Customer may be required to pay additional fee(s) when billing reconciliation action is required due to restricted access.<sup>9</sup>
- 4.2.2 Customer Invoicing. Customer invoices will be prepared and issued by Customer Services. Invoices are deemed issued upon one or more of the following:
  - 4.2.2.1 Mailed; and/or
  - 4.2.2.2 Electronically made available by Customer Services for Customer review based upon a documented Customer request.
- 4.2.3 An invoice will be issued to the Customer for each utility account. As determined by Customer Services, the invoice will include all utility services provided under the account.
- 4.2.4 Unless otherwise specified in City Code, the invoice shall be due and payable within fifteen (15) days from the date the invoice is issued by Customer Services.
  - 4.2.4.1 Alternate invoice due dates may be available at the Customer's request.
- 4.2.5 Pursuant to RCW 35.21.217, upon written request by a residential service premises owner or owner's agent, notice of a residential tenant's delinquency will be provided to such owner or owner's agent.
- 4.2.6 Customer invoices may reflect the following transferred balances:
  - 4.2.6.1 Unpaid delinquent charges on a closed utility account, for which the Customer is financially responsible per the provisions in Chapters 12.06, 12.08, 12.09, and 12.10, TMC<sup>10</sup>
  - 4.2.6.2 Unpaid balance(s) for utility service provided to the Customer at a prior service premises.
  - 4.2.6.3 Other lawfully assessed charges including, but not limited to, returned payment(s), delinquent conservation loan balances, non-returned equipment, equipment tampering, and costs or

<sup>9</sup> See TMC 12.01.010 and/or Customer Services Procedures

<sup>10</sup> For example see section 12.06.110C and Section 12.10.130

## Customer Services Policies

damages resulting from unauthorized connection, reconnection, and/or use of utility services.

- 4.2.6.4 Credit balances from closed utility accounts and other utility account management activities.
- 4.2.7 Invoices may reflect a credit based on a discount residential rate. The discount residential rate is available for Customers who meet established income and age or disability requirements as provided by City ordinance.<sup>11</sup>
- 4.2.8 Monthly invoicing is available for residential Customers enrolled in budget billing.
- 4.2.9 Disclosure of billing records. Customer Services may provide copies of a Customer's billing and invoice records to a third party upon the Customer's written request or consent. Such consensual disclosure requests shall not be processed as a public records request.
  - 4.2.9.1 The owner of a service premises or their agent may, upon request, be provided a copy of tenant invoice(s) as necessary for such owner to confirm and pay all outstanding and lawfully assessed utility service charges and fees including, but not limited to, statutory utility lien charges.
  - 4.2.9.2 A Customer's Authorized Agent<sup>12</sup> may request and be provided such Customers' account documentation and information.
  - 4.2.9.3 Other requests for utility account balances.
    - A. Upon request by a closing agent pursuant to Chapter 60.80, RCW, Customer Services will provide estimated or actual final account balances. Per RCW 60.80.005(1), such balances will include all lawfully assessed charges and amounts owed on the account.
    - B. Upon request by a person or entity that has demonstrated a legal interest in or authority over a service premises, Customer Services will identify the account balance(s) owed with respect to such service premises. Upon request, Customer Services may provide statutory utility lien balance(s) in the form of an Itemized Statutory Utility Lien Statement.

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<sup>11</sup> See TMC 12.06.165, 12.08.360, 12.09.090, and 12.10.400 as the same may hereafter be amended.

<sup>12</sup> As defined in, and pursuant to, the Customer Services' Account Association procedures set forth in the Customer Services Procedures document.

- 4.2.9.4 Policies governing account information related to third party payments are set forth in Chapter V (Utility Payments).
- 4.2.10 Utility billing errors resulting in retroactive adjustments for under-billing shall be limited to a maximum of three years. Utility accounts that have been over-billed will be refunded the full amount of the over-billing up to a maximum of three years, or up to a maximum of six years for accounts with a written contract.

4.2.11 Customer invoices may reflect the following prorated fixed charges:

4.2.11.1 The Tacoma Water monthly hydrant service fee and the ready to serve charge, as set forth in TMC 12.10.400, may be prorated when service is furnished for any portion of a billing period.

4.2.11.2 Tacoma Power customer charges, as set forth in TMC 12.06, may be prorated when service is furnished for any portion of a billing period.

## V. UTILITY PAYMENTS

### 5.1 Introduction

- 5.1.1 Subject to the conditions specified in these Policies, a variety of payment options and methods are available for Customers to conveniently pay their utility service bills. Payment options and methods may be restricted due to, but not limited to, returned payment(s).
- 5.1.2 Monies received in payment of utility service bills will be applied to the Customer's utility account(s) by Customer Services according to the Policies set forth in this Chapter.

### 5.2 Policies

- 5.2.1 Payment options and methods. Payments will be accepted via US mail, the official TPU website, telephone, pay stations (kiosks), and in person at the TPU Administration building. Payments may also be accepted pursuant to Approved Payment Agreement.
  - 5.2.1.1 Customer Services is authorized to accept a variety of payment methods for customer's convenience. Methods may include, but are not limited to Budget Billing, Automatic Payment, and pre-payment.
  - 5.2.1.2 Customer Services is authorized to take or accept a variety of payment tenders for Customer convenience. Tender types may include, but are not limited to, personal checks, cash, credit card, and other bank-approved methods.
  - 5.2.1.3 Customer Services may accept payment from third parties<sup>13</sup>. To facilitate payment, Customer Services is authorized to provide the amount currently due on an account to the third party provided the third party submits sufficient information as specified in the Customer Services Procedures. No other account information shall be provided without Account Holder consent.
  - 5.2.1.4 Customers who need to make payment arrangements are encouraged to contact Customer Services and request an Approved Payment Agreement before their bill(s) become past due. See Chapter VI, Section 6.2.3, for policies and criteria applicable to Approved Payment Agreements.

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<sup>13</sup> A third party is not an Account Holder or Authorized Agent associated with the utility account to be paid.

## Customer Services Policies

- 5.2.1.5 Customer Services reserves the right to restrict payment options and methods based on, but not limited to, returned payment, irregular payment, or credit activity that result in administrative costs or burdens to the City.
- 5.2.2 Application of payments. All payments, including partial payments, will be prorated on total services and applied to the oldest charges first unless otherwise designated by the Customer at the time of payment and subject to the following:
  - 5.2.2.1 If a Customer with two or more utility services designates a payment to pay the balance owed for one service, said designation will be accepted only if the other services are not past due.
  - 5.2.2.2 Payment designated for Tacoma Power pre-payment may be exclusive to the pre-payment electric contract account.
  - 5.2.2.3 Payment for a required security deposit will be processed pursuant to Chapter III.
  - 5.2.2.4 Customer Services will actively cooperate with authorized assistance agencies in the processing of utility payments. Authorized payments from federal, local, utility and private assistance programs will be applied to the designated utility service.
    - A. Payments from authorized assistance agencies may only be applied to the account under which the assistance was granted. These payments may not be applied to accounts in collection without the Customer's permission.
  - 5.2.2.5 Customer Services will apply payments on lienable charges according to Washington State utility lien laws (including, but not limited to, RCW 35.21.290, 35.21.300, 35.67.200, 35.67.290 and/or Chapter 60.80, RCW).
- 5.2.3 Overpayments or credits on open utility accounts will remain on the account and be applied to the next utility invoice.
- 5.2.4 Credit balances resulting upon closing of utility account. Unless otherwise requested in writing by the Customer, credit balances resulting from the closing of the Customer's utility account will be processed as follows:
  - 5.2.4.1 Single utility account. If the closed account is the Customer's only account, any credit balance will be refunded to the Customer.

## Customer Services Policies

- 5.2.4.2 Multiple utility accounts. If the Customer has one or more other open utility accounts, any credit balance from a closed account may be transferred to one or more of those open accounts in lieu of issuing a refund.
- 5.2.4.3 Credit balances resulting from payment by escrow must be refunded per RCW Chapter 60.80.
- 5.2.5.4 Transfers of credit balances resulting from closed utility accounts may only be transferred to other non-utility City accounts at the Customer's request.



## VI. CREDIT AND COLLECTION

### 6.1 Introduction

- 6.1.1 The following Policies pertain to utility account credit considerations and the requirements for collection of debt for electric, water, solid waste, wastewater and/or surface water service charges owing or that may become owing on utility accounts. Additional policies and criteria applicable to extension of credit for new or continued utility service are found in Chapter II (Application for Service) and Chapter III (Deposits).
- 6.1.2 As a general statement of policy, all Customers and applicants for utility service shall receive uniform consideration in credit and collection matters.

### 6.2 Policies

- 6.2.1 Duty to pay for utility services. Customers are required to pay for utility services provided to them and to pay utility invoices when due.
- 6.2.2 The following fees and charges may be assessed by Customer Services based on non-payment of utility services provided by the City:
  - 6.2.2.1 Late payment fees will be assessed in accordance with TMC 12.01.030 if an invoice for utility service is not paid when due. Payment of such fees will be a condition of continued or new utility service.
  - 6.2.2.2 Fees for returned payment(s) from financial institutions will be assessed in accordance with TMC 1.36.010, TMC 12.01.010 and/or TMC 12.01.020. Payment of such fees will be a condition of continued or new utility service.
  - 6.2.2.3 All other collection activity fees as may be authorized by current ordinances.
- 6.2.3 Upon request by a Customer, an Approved Payment Agreement may be available to ensure payment of delinquent account debt and as a condition of new or continued utility service.
  - 6.2.3.1 Customer Services will take into consideration the following criteria in evaluating a Customer request for an Approved Payment Agreement:
    - A. Whether a Customer has a satisfactory payment history
    - B. Customer's previous unauthorized connection, reconnection, and/or use of utility service

## Customer Services Policies

- C. Customer's past fraud or illegal activity
  - D. Years of service
  - E. Customer's ownership of service premise
  - F. Age of the charges owed
- 6.2.3.2 Electric and water service may be disconnected and/or other utility services withheld if the Customer fails to establish or pay an Approved Payment Agreement. Services shall not be reconnected until all delinquent charges and fees are paid in full and/or an Approved Payment Agreement is established for all amounts due.
- 6.2.4 Customer Services may pursue recovery of any unpaid charges and/or fees on a closed utility account including, but not limited to, referral to a collection agency.
- 6.2.4.1 Collection agencies may, pursuant to applicable law, impose additional charges for the collection of unpaid accounts referred by Customer Services. Payment of such additional charges will be a condition of new or continued utility service.
- 6.2.4.2 A Customer with an account in collection has the responsibility to contact and work with the collection agency as necessary to resolve the collection account debt.
- 6.2.5 Customer Services may refuse or terminate utility service based on non-payment and/or any of the following circumstances:
- 6.2.5.1 Outstanding statutory utility lien against the service premises.
- A. Customer Services is authorized to enforce any and all Washington State utility lien laws, which are applicable to municipally owned utilities. These laws include, but are not limited to, the right to collect up to four (4) months' charges on electricity and water and six (6) months' charges on wastewater and surface water service.
  - B. Customer Services will enforce a statutory utility lien against the owner of the service premises for fraudulent or illegal activities perpetrated by, or with knowledge of, that property owner.
- 6.2.5.2 Unauthorized connection, reconnection, and/or use of utility services.

- A. Customer Services shall pursue recourse under State statutes and/or City ordinances for recovery in cases of unauthorized connection, reconnection, and/or use of utility service or equipment tampering. Recourse may include, but is not limited to, the following:
  - i. If an electric or water service has been disconnected and is reconnected without authority, Customer Service shall disconnect the service. Service may not be reconnected until all charges and costs associated with the diversion are paid in full including, but not limited to, value of power or water diverted, costs of investigation, and collection fees.
  - ii. Customer Service shall assess fees in accordance with TMC Title 12 governing equipment tampering or damage.

6.2.5.3 Outstanding Hold. A Hold prevents activation of service requests due to, but not limited to, outstanding utility debts, service premises infrastructure code violations, safety concerns, or illegal activities. Service may not be provided until all Holds have been released.

6.2.5.4 Electric service may be terminated pursuant to TMC 12.06.115 if a Customer defaults on an energy conservation loan agreement.

6.2.5.5 Failure to pay utility service surcharges adopted by ordinance.

6.2.5.6 Customer Services may require any payment due under this Section 2.5 to be in the form of cash, money order, or certified check.

6.2.6 Billing disputes. Customers who choose to dispute their utility service bills must promptly exercise their right to do so in compliance with the bill dispute process set forth below. A Customer's failure to comply with the applicable bill dispute process shall be deemed to have waived the right to dispute their bill.

6.2.6.1 For accounts in collection: The Customer is expected to promptly respond to notice(s) issued by the City's collection agency and make good faith efforts to resolve any questions or disputes regarding the debt specified in such notice(s). If, after contacting the collection agency and making such good faith efforts, the Customer continues to dispute any amounts owing on the collection account, the Customer may contact

Customer Services and follow the process specified in Section 6.2.6.2 below.

- 6.2.6.2 For all other utility accounts: The Customer must contact Customer Services either by calling (253) 502-8600 or in person during regular business hours at the Tacoma Public Utilities (TPU) Administration Building, 3628 South 35<sup>th</sup> ST, Tacoma, WA. to request an informal conference.
- A. To request an informal conference, the Customer must fully fill out and timely submit a "Statement of Disputed Utility Bill" form. The Customer may obtain this form by requesting it from Customer Services no later than four (4) business days following the due date of the disputed invoice -- or the date the Customer contacted the City's collection agency. No conference or further review of the Customer's billing dispute will be available if the fully completed Statement of Disputed Utility Bill form is not submitted to Customer Services within seven (7) business days following the date the dispute form is mailed or otherwise provided to the Customer.
  - B. Informal conferences will be held at the Customer Services offices. The Customer may be accompanied or represented by another person. The Customer will be advised of Customer Services' decision and any action regarding the disputed bill in writing at or immediately following the informal conference.
  - C. If the Customer disputes the conference decision made by Customer Services and desires further review, the Customer may request a hearing before the City's Hearings Examiner. To request a hearing, the Customer must fully fill out and submit a "Request For Hearing Regarding Disputed Utility Bill" form. Customer Services will provide the review request form to the Customer at the informal conference upon request or the Customer may obtain this form by contacting Customer Services. The Customer must deliver a fully completed Request for Hearing form to Customer Services within seven (7) business days after the form is provided or mailed to the Customer. The appeal will be processed in accordance with the requirements of Chapter 1.23, TMC.

## Customer Services Policies

D. Customers are entitled to a hearing only on matters related to errors in billing, meter operation, meter reading, applicable ordinance rate or substantially similar issues. The hearing office shall not hear nor decide disputes nor complaints challenging (i) the validity or reasonableness of an ordinance rate; (ii) the City's authority to impose an ordinance rate; or (iii) the authority for a deposit or the amount of a requested deposit.

6.2.6.3 All utility charges and fees, except those portions that are under dispute, must be kept in a current paid status to avoid termination of service. The contested portion of the utility service will not be terminated until the bill dispute process stated above has been completed; provided, however, that service may be terminated by the Director during the dispute process if evidence exists of fraud or abuse of process by the Customer. Upon receipt of the decision, any amounts determined to be owed by Customer shall be paid within three (3) business days to avoid termination of service.

6.2.7 Owners of service address premises, or their designated agent(s), shall be responsible for ensuring that Customer Services is notified and provided with accurate information necessary to properly bill for utility services at the time tenants/occupants move in and/or move out of their premises. Owners may be held liable for any charges incurred if the required information is not provided to Customer Services.

## VII. MISCELLANEOUS

- 7.1 Customer Services may terminate service if any misconduct relating to utility services occurs. Recourse shall be pursued under State law and/or City ordinance to recover costs associated with these actions.
- 7.2 Customer Services may refuse service or may take appropriate actions to terminate service, if the safety of Customer Services employees or any City utility employees is in jeopardy. Threats will not be tolerated. A written acknowledgment letter will be provided and must be signed by the customer prior to reconnection or continuation of service.
- 7.3 If there are conflicts between separately written contracts and these Customer Service Policies, the separately written contracts shall control and govern the resolution of such conflicts.
- 7.4 Customer Service will provide information regarding the winter shut-off policy in accordance with RCW 35.21.300 Utility Services—Limitations on termination of service for residential heating.
- 7.5 Additional consideration before disconnect of service may be given to Customers who have provided Customer Services with proper documentation of life sustaining equipment dependent upon utility service.