RESOLUTION NO. U-11633

A RESOLUTION relating to the Department of Public Utilities, Customer Experience and External Affairs Division, approving revisions to the Tacoma Public Utilities' Customer Services Policies, including modernizing customer service requirements, establishing standards for customer text messaging, and formalizing the Lobby Code of Conduct.

WHEREAS the Department of Public Utilities ("Department") recommends approving revisions to the Tacoma Public Utilities' Customer Services Policies ("Customer Services Policies"), and

WHEREAS the Public Utility Board last approved the Customer Services Policies on August 12, 2020, through Resolution No. U-11184, and

WHEREAS since that time, changes in customer service operations, technology, assistance programs, and communication practices have prompted a review and update of existing policy provisions, and

WHEREAS the proposed revisions update and clarify requirements related to service establishment, security deposits, credit and collection practices, payment arrangements, utility assistance pledges, account administration, and related customer service processes, and

WHEREAS these changes are intended to reflect current operational practices and provide more consistent policy direction, and

WHEREAS the revisions also establish an SMS Messaging Policy governing customer consent, account-related notifications, message timing and frequency, privacy, vendor safeguards, and opt-out and help procedures, and

WHEREAS a new Lobby Code of Conduct identifies both public and non-public areas of the lobby, limits recording in the non-public areas where

customer information may be exchanged, defines prohibited behavior, and establishes responses to policy violations while preserving reasonable accommodation requirements, and

WHEREAS staff recommends approval of the revised Customer Services Policies to align Board policy with current customer service operations, support consistent account administration, and establish clear expectations for customer communications and conduct in public service areas, and

WHEREAS in addition, staff recommends approval to support consistent service delivery, protect customer privacy, ensure employee and customer safety, and ensure clear administration of customer accounts, Now, therefore,

BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

That the proposed updates to the Tacoma Public Utilities' Customer Services Policies, on file with the Clerk of the Board, are hereby approved.

Approved as to form:

_____
Chair

/s/
_____
Chief Deputy City Attorney

_____
Secretary

_____
Clerk

Adopted_____

TACOMA POWER | TACOMA WATER | TACOMA RAIL
TACOMA PUBLIC UTILITIES

Board Action Memorandum

TO:	Jackie Flowers, Director of Utilities
COPY:	Charleen Jacobs, Director and Board Offices
FROM:	LaTasha Wortham
MEETING DATE:	October 28, 2026
DATE:	October 19, 2026

GUIDING PRINCIPLE ALIGNMENT (select as many that apply):
Please indicate which of the Public Utility Board's Guiding Principle(s) is supported by this action.

☒Customer and Community
☐Resource Sustainability and Stewardship
☐Employees and Culture

SUMMARY: Request approval of revisions to Tacoma Public Utilities' Customer Services Policies. The proposed revisions modernize customer service requirements, establish standards for customer text messaging, and formalize the Lobby Code of Conduct.

Staff recommends approval of the revised Customer Services Policies to align Board policy with current customer service operations, support consistent account administration, and establish clear expectations for customer communications and conduct in public service areas.

BACKGROUND: The Public Utility Board last approved the Customer Services Policies on August 12, 2020, through Resolution No. U-11184. Since that time, changes in customer service operations, technology, assistance programs, and communication practices have prompted a review and update of existing policy provisions.

The proposed revisions update and clarify requirements related to service establishment, security deposits, credit and collection practices, payment arrangements, utility assistance pledges, account administration, and related customer service processes. These changes are intended to reflect current operational practices and provide more consistent policy direction.

The revisions also establish an SMS Messaging Policy governing customer consent, account-related notifications, message timing and frequency, privacy, vendor safeguards, and opt-out and help procedures. A new Lobby Code of Conduct identifies privacy-restricted areas, limits recording where customer information is exchanged, defines prohibited behavior, and establishes responses to policy violations while preserving reasonable accommodation requirements.

The proposed Customer Services Policies have undergone Legal review. Staff recommends approval to support consistent service delivery, protect customer privacy, ensure employee and customer safety, and ensure clear administration of customer accounts.

TACOMA POWER | TACOMA WATER | TACOMA RAIL
TACOMA PUBLIC UTILITIES

Board Action Memorandum

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

IF THE EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW IT IS TO BE COVERED.
Not applicable. No unbudgeted expenditures or budget modifications are requested as part of this action.

IF THE ACTION REQUESTED IS APPROVAL OF A CONTRACT, INCLUDE LANGUAGE IN RESOLUTION AUTHORIZING $200,000 INCREASE IN ADMINISTRATIVE AUTHORITY TO DIRECTOR? No

ATTACHMENTS:

1. 2026 Proposed Customer Services Policies

CONTACT:
Primary Contact: Shana Williams, Customer Services Division Manager, 253.720.8208
Supervisor's Name: LaTasha Wortham
Presenter (if different from primary contact):

CUSTOMER SERVICE POLICIES

Revised 2026

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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.

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~~ twelve (~~6~~12) 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")[1], 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 City of Tacoma 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.[2]

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

[1] Including, but not limited to, Chapters 12.01, 12.06,12.08,12.09, and 12.10, TMC

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

Services may require a copy of a lease or rental agreement to verify tenancy at such premises. Requests for service shall be made within 30 days of agreement being established. Requests made outside of the 30 day period, may require further evaluation.

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 ~~or you must be enrolled in a utility approved payment program. .~~

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.

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 nonpayment 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[3].

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).

[3] See TMC 12.06.150 and 12.10.115

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

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[4], 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[5] 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.~~

[4] See Revised Code of Washington (RCW) 35.21.217(1) and TMC 12.06.100 and 12.10.050

[5] Subject to City Code, as the same may hereafter be amended

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

3.2.2.34 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.

3.2.2.54 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 premisess 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.

~~The security deposit for electrical services willmay be waived if the Customer agrees to enroll in a qualifying utility approved program. PrePay.~~

~~E.~~

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.

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.

3.3.1.3 If there is no history at a new service premises or a change of business aA security deposit ~~may~~ will be based on an estimate of a similar business usage, or following two or more invoices for the Customer at the new service premises~~be calculated if there is no history at a new service premises or a change of business~~. The

calculation ~~may~~ will 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~~ 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.

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 evaluated by Customer Services. ~~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 u

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[6], 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.

[6] See 11 U.S.C. §366

3.4.2 Commercial Customers. Except as otherwise provided under federal bankruptcy law[7], 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 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.

[7] See 11 U.S.C. §366(c)(2), as the same may hereafter be amended.

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.[8]

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.~~

[8] See TMC 12.06.110 and 12.10.130.

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.[9]

4.2.2 Customer Invoicing. Customer invoices will be prepared and issued by Customer Services~~. Customers on the PrePay Program will receive a PrePay statement that reflects account activity during the previous billing period.~~ Invoices ~~and PrePay/ statements~~ 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 activity:

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 .[10]

4.2.6.2 Unpaid balance(s) for utility service provided to the Customer at a prior service premises.

[9] See TMC 12.01.010 and/or Customer Services Procedures

[10] For example see section 12.06.110C and Section 12.10.130

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

4.2.6.4 Credit balances such as credits from closed utility accounts, pledges, utility assistance programs, etc, or ~~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.[11]~~

~~4.2.8 Monthly invoicing is available for residential Customers enrolled in budget billing.~~

4.2.~~9~~7 Disclosure of ~~billing~~ account 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~~7.1 The owner of ~~a service~~ premise~~s~~ 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~~7.2 A Customer's Authorized Agent[12] may request and be provided such Customers' account documentation and information.

4.2.~~9~~7.3 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.

~~[11] See TMC 12.06.165, 12.08.360, 12.09.090, and 12.10.400 as the same may hereafter be amended.~~ ~~[12]~~ ~~As defined in, and pursuant to, the Customer Services' Account Association procedures set forth in the Customer Services Procedures document.~~

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.

4.2.~~9~~7.4 Policies governing account information related to third party payments are set forth in Chapter V (Utility Payments).

4.2.8~~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 overbilling up to a maximum of three years, or up to a maximum of six years for accounts with a written contract.

4.2.9~~11~~ Customer mailing addresses and customer account information, including verification of deceased Business Partner (BP) records when necessary, may be periodically verified and updated through an approved third-party service provider to maintain accurate customer records. Information shared for this purpose is limited to customers with active service accounts, is transmitted securely, and is governed by applicable contractual and data protection requirements.

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[12]. 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.

[12] A third party is not an Account Holder or Authorized Agent associated with the utility account to be paid.

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.

5.2.2.3 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.

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.

5.2.5.5 Credits on accounts resulting from pledge or utility assistance funded by TPU and ES may not be eligible for refund and must be returned to the fund. If such funds are refunded in error, the refunded amount will be reapplied to the customer account or returned to the funding source, and the customer may be responsible for any resulting balance.

VI. PREPAY PROGRAM

6.2.1 Utility accounts with residential electric service are eligible to establish PrePay for the electric portion of their utility bill. The following provisions apply to the PrePay program. See section 4.2.2 of the Customer Service Policies regarding PrePay statements in lieu of invoicing.

6.2.1.1 PrePay billing for electric service will be established as of the previous day's midnight meter read from when the customer requested to be enrolled in the program.

6.2.1.2 Charges incurred on PrePay billing accounts cannot be combined with charges from another account. However, Customers referred to Customer Services' Customer Solutions office may be exempt from this provision.

6.2.1.3 Accounts on PrePay billing will be disconnected, unless required otherwise by applicable Code or Policy, once the prepaid balance reaches $0 or a negative balance for any reason. If the service is not restored within ten (10) days from the date of disconnection, Customer Services will convert the account to standard invoicing as outlined in section IV. Invoices for Service.

6.2.1.4 Customer Services may reinstate PrePay billing if the Customer's account has been converted to standard invoicing per 6.2.1.3, upon approval of Customer's PrePay application and payment in full of all utility account balance(s).

VII. CREDIT AND COLLECTION

67.1 Introduction

76.1.1 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).

76.1.2 As a general statement of policy, all Customers and applicants for utility service shall receive uniform consideration in credit and collection matters.

76.2 Policies

76.2.1 Duty to pay for utility services. Customers are required to pay for utility services provided to them and to pay utility invoices when due.

67.2.2 The following fees and charges may be assessed by Customer Services based on non-payment of utility services provided by the City:

76.2.2.1 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.

76.2.2.2 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.

76.2.2.3 All other collection activity fees as may be authorized by current ordinances.

76.2.3 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.

76.2.3.1 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

A.

B. Customer's previous unauthorized connection, reconnection, and/or use of utility service

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

~~7~~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.

~~7~~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.

~~7~~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.

~~7~~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.

~~7~~6.2.5 Customer Services may refuse or terminate utility service based on non-payment and/or any of the following circumstances:

~~7~~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.

~~7~~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.

~~7~~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.

~~7~~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.

~~7~~6.2.5.5 Failure to pay utility service surcharges adopted by ordinance.

~~7~~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.

~~7~~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.

~~7~~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.

~~7~~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 35th 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 or virtually. 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.

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.

~~7~~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.

~~7~~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.

~~VIII~~. OPT-OUT

~~8~~7.1 Introduction

~~8~~7.1.1 The purpose of the Advanced Meter Opt-Out Policy is to provide customers who do not want a communicating advanced electric meter installed at their residence an opt-out option as described in this Section VIII. Otherwise, unless a customer specifically opts-out, he or she will receive a standard communicating advanced electric meter.

~~8~~7.2 Eligibility

~~8~~7.2.1 Customers with the following types of service are eligible to opt-out:

~~8~~7.2.1.1 Residential Service electric customers in dwellings of four units or less (Electric Rates Schedules A-1 and A-2).

~~8~~7.2.1.2 Residential Service electric customers with an accompanying additional separately metered, domestic use Residential Service electric account (e.g. garage or shed), (Electric Rates Schedules A-1 and A-2) may opt-out of advanced meters for both accounts, so long as all of the following criteria are met:

A. the primary Residential Service account is on the same premise, with the same parcel zoning, as the accompanying Residential Service account,

B. the primary Residential Service account is the same place of residence as the accompanying Residential Service account and;

~~C.~~ the primary Residential Service account is under the same business partner as the accompanying Residential Service account.

C.

~~8~~7.2.2 A customer is ineligible to opt-out or the customer's opt-out status can be revoked if he or she has a record of:

87.2.2.1 Equipment tampering or electric/water diversion (past or present).

87.2.2.2 Service disconnection for lack of payment 2 times in a 12 month period.

A. The customer's opt-out status may be reinstated if the customer does not have a service disconnection for lack of payment for a minimum of six months, as determined by Tacoma Public Utilities. This will require a new opt-out application to be submitted.

87.2.2.3 Obstructions that prevent meter access for meter reading and/or meter maintenance after Tacoma Public Utilities' reasonable attempt to access the meter, or a lock-out that prevents Tacoma Public Utilities from reading a meter.

A. 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 (Tacoma Power Customer Service Policy, 13.0.E).

B. A ~~$5~~ service charge will be assessed to accounts that lock-out a reasonable attempt of a meter read (TMC § 12.01.010).

C. The opt-out status may be reinstated if the customer satisfactorily addresses any obstructed access issue, as determined by Tacoma Public Utilities. This will require a new opt-out application to be submitted.

87.2.2.4 A documented threat to Tacoma Public Utilities staff (past or present).

87.2.3 If customer's opt-out status is revoked:~~,~~

87.2.3.1 Tacoma Public Utilities will automatically remove the customer from opt-out status and the meter will be converted to a standard advanced meter.

87.2.3.2 Tacoma Public Utilities will notify the customer by mail of the revocation.

87.2.4 Customers with the following types of service are ineligible to opt-out:

87.2.4.1 Residential Service in dwellings of more than four units

87.2.4.2 Commercial Service (Electric Rates Schedules B, G, HVG) (unless otherwise specified in this policy)

87.2.4.3 Industrial Service (Electric Rates Schedule CP)

87.2.4.4 Net Metering (solar) Service Types

87.2.4.5 Temporary Service

87.2.4.6 All other types of service not specified as being eligible (Electric Rates Schedules H-1, H-2, H-3, DC, EO, P, TC)

87.3 Fees

87.3.1 A recurring billing cycle fee, as specified in Title 12 of the Tacoma Municipal Code, to be effective no sooner than January 1, 2021, will be assessed on the opted-out customer's account beginning the first full billing cycle following an approved opt-out application and the start of opt-out status.

87.3.1.1 The recurring bill cycle fee will continue until the opt-out status ends. At that time, a final recurring billing cycle fee will be charged for the last bill period during which the opt-out status was active.

87.3.1.2 Only one fee will be assessed per customer per bill cycle at a residence, even if the customer has multiple meters being opted-out for the same residential premise (e.g one electric meter on a home and one on a detached garage).

87.3.2 Customers eligible for Tacoma Public Utilities' Discount Rate Program will have that program's percentage rate discount applied to opt-out fees.

~~8.3.3 Fees related to opt-out will be evaluated and updated on a periodic basis.~~

87.4 Steps to Opt-Out:

87.4.1 Customers requesting opt-out status related to Tacoma Public Utilities' standard advanced meters shall complete the following opt-out request process:

87.4.1.1 Complete and sign an opt-out application acknowledging associated fees, terms, and conditions, and provide relevant sservice information. Incomplete or modified applications may delay processing or may not be accepted.

A. In tenant-landlord relationships, the Tacoma Public Utilities account holder must complete the application. Only the account holder, regardless whether a tenant or landlord, may request and be granted opt-out status.

87.4.1.2 After an application is processed, the customer will receive an approval or denial letter in the mail. Tacoma Public Utilities will do its best to process applications in a timely manner. However, some cases may need additional information before a decision can be made.

87.5 Moves

87.5.1 Upon move out (or account closing), any opt-out meters will be converted to a standard advanced meter.

87.5.2 An opt-out status customer moving to a new location will be required to opt-out again (including any related fees). A new opt-out application will need to be submitted and processed for the new service location.

87.6 Steps to Cancel Opt-Out:

87.6.1 Customers requesting to cancel their opt-out status (to opt back in to

Tacoma Public Utilities' standard meter) should contact Tacoma Public Utilities Customer Service by emailing cservice@cityoftacoma.org, calling 253-502-8600, or visiting Tacoma Public Utilities in person at 3628 South 35th Street, Tacoma, WA 98409.

~~8~~7.6.2 No fees are associated with canceling opt-out status (to opt back in to a standard meter).

VIII. SMS MESSAGING POLICY

8.1 Purpose

The purpose of this section is to establish guidelines for the use of Short Message Service ("SMS" or "text messaging") by Customer Services for informational, non-marketing communication related to utility accounts, including but not limited to billing reminders, past-due notifications, payment confirmations or declines, pending disconnection alerts, service interruption and restoration notifications, and general account status updates.

8.2 Scope

This policy applies to all outbound SMS messages sent by Customer Services on behalf of Tacoma Public Utilities (TPU) and the Environmental Services Department (ESD) to customers who have separately opted in to text messaging services.

8.3 Authorization for SMS Messaging

8.3.1 Customer Services may use SMS messaging as a supplemental communication method to provide Customers with account-related information, including:

A. Upcoming invoice reminders

B. Past-due notices

C. Payment confirmations or declines

D. Pending disconnection alerts

E. Service restoration notifications

F. General account status information

8.3.2 SMS messaging is non-marketing in nature and will never be used for advertising or promotional purposes.

8.4 Customer Enrollment (Opt-In) Requirement

8.4.1 Customers must complete an explicit, standalone SMS opt-in using any TPU-provided enrollment method (online form, IVR prompt, bill insert QR code, or written consent). Providing a mobile number for account contact purposes does not constitute consent for SMS messaging.

8.4.2 Enrollment language must include the approved TPU SMS Opt-In CTA (see subsection 8.11).

8.4.3 Customers may enroll again at any time if previously opted out.

8.5 Opt-Out Procedures

8.5.1 Customers may opt out of receiving SMS messages at any time by replying STOP.

8.5.2 TPU will send a STOP confirmation message, as required by carriers.

8.5.3 Customers may obtain assistance by replying HELP, which will provide support contact information and opt-out guidance.

8.5.4 Opting out does not affect the Customer's obligation to pay utility invoices or comply with credit and collection policies.

8.5.5 Customers may re-enroll by replying START or completing a new opt-in.

8.6 SMS Message Content and Frequency

8.6.1 SMS messages will be concise, account-related, and limited to essential information.

8.6.2 Message frequency varies based on account status, billing cycles, and service conditions.

8.6.3 Messages will be sent between 8:00 a.m. and 9:00 p.m. local time, unless the message concerns urgent service interruptions or safety notifications.

8.7 Privacy and Use of Customer Information

8.7.1 SMS messaging will comply with all applicable City privacy policies and utility customer information laws.

8.7.2 TPU will not disclose customer account details via SMS beyond the minimum required to communicate billing or service alerts.

8.7.3 SMS opt-in data and consent will not be shared with any third parties, except contracted messaging service providers.

8.8 No Guarantee of Delivery

8.8.1 SMS delivery is dependent on third-party carriers. TPU cannot guarantee delivery or timeliness.

8.8.2 Failure to receive an SMS message does not relieve the Customer of any responsibility for payment or compliance with service deadlines.

8.9 System Management and Security

8.9.1 Customer Services will maintain appropriate safeguards to protect -mobile numbers stored in utility systems.

8.9.2 Messaging vendors must comply with TPU's data security, privacy requirements, and non-disclosure standards.

8.10 Relationship to Other Policies

8.10.1 SMS messaging supplements, but does not replace, official notice methods described in Sections IV (Invoices for Service) and VI (Credit and Collection).

8.10.2 In the event of any conflict between this section and federal or state law or the Utility Privacy Policy, such laws and the Privacy Policy shall govern.

8.11 TPU SMS Opt-In Call to Action (CTA)

8.11.1 Customers enrolling in TPU SMS notifications shall be presented with the following or substantially similar opt-in disclosure:

By providing your mobile phone number and opting in, you agree to receive informational text messages from Tacoma Public Utilities regarding your utility account, including billing reminders, payment confirmations, past-due notices, service interruptions, restoration notices, and other account-related communications. Message frequency varies. Message and data rates may apply. Reply STOP to opt out at any time or HELP for assistance. Consent is not required as a condition of utility service.

8.1 Customer Communications – SMS Messaging Purpose

The purpose of this section is to establish guidelines for the use of Short Message Service ("SMS" or "text messaging") by Customer Services for informational communication related to utility accounts, including but not limited to billing reminders, past-due notifications, payment confirmations and service-related alerts.

8.2 Scope

This policy applies to all outbound SMS messages sent by Customer Services on behalf of Tacoma Public Utilities (TPU) and the Environmental Services Department (ESD) to customers who have provided a mobile telephone number associated with their utility account.

8.3 Authorization for SMS Messaging

8.3.1 Customer Services may use SMS messaging as a supplemental communication method to provide Customers with account-related information, including but not limited to:

- Upcoming invoice reminders
- Past-due notices
- Payment Confirmations or declines
- Pending disconnection alerts
- Service restoration notifications
- General account status information

8.3.2 SMS Messaging is informational in nature and will not be used for advertising or marketing purposes.

8.4 Provision of Mobile Numbers

8.4.1 Customers who provide a mobile telephone number during service application, account updates, or other interactions with Customer Services acknowledge that such number may be used for account-related SMS notifications.

8.4.2 Customers are responsible for providing accurate and up-to-date contact information. TPU is not responsible for messages sent to numbers that were not updated by the Customer.

8.5 Opt-Out Procedures

8.5.1 Customers may opt-out of recieving SMS Messages at any time by replying "STOP" to any message sent by TPU.

8.5.2 Upon receipt of a valid opt-out request, SMS messaging to the Customer's mobile number will cease within a reasonable time.

8.5.3 Option out of SMS messaging does not affect the Customer's obligation to:

- Pay utility invoices when due, or
- Comply with credit and collection policies

8.5.4 Customers may re-enroll in SMS messaging at any time by replying "START" or by contacting Customer Services.

8.6 SMS Message Content and Frequency

8.6.1 SMS messages will be concise, account-related, and limited to essential information.

8.6.2 Message frequency will vary depending on account status, including timing of bill issuance, delinquency stages, and service restoration activity.

8.7 Privacy and Use of Customer Information

8.7.1 SMS messaging will comply with all applicable City privacy policies and State laws governing utility customer information.

8.7.2 Customer account details will not be disclosed via SMS beyond the minimum information necessary to communicate billing status or service alerts.

8.8 No Guarantee of Delivery

8.8.1 SMS delivery is dependent on third-party carriers. TPU does not guarantee delivery or timeliness of SMS messages.

8.8.2 Failure to receive SMS message does not relieve the Customer of responsibility for payment or deadlines related to utility service.

8.9 System Management and Security

8.9.1 Customer Services will maintain appropriate safeguards to protect mobile numbers stored in utility account systems.

8.9.2 Vendors providing SMS services must comply with TPU's data security and privacy requirements.

8.10 Relation to Other Policies

~~8.10.1 SMS messaging supplements, but does not replace, official notice methods described in section IV (Invoices for Services) and VI (Credit and Collection).~~

~~8.10.2 In the event of conflict between this section and State Laws or Municipal Codes, such laws shall govern.~~

IX. LOBBY CODE OF CONDUCT

9.1 Introduction

9.1.1 The TPU Lobby at 3628 South 35th Street, Tacoma, WA 98409 (the "Lobby") is designed and opened to the public for the purposes of conducting transactional business with TPU. The Lobby is a nonpublic forum for the purposes of expressive conduct.

9.1.2 As a general statement of policy, all Customers have a reasonable expectation of privacy over their Personally Identifiable Information (PII) that may be revealed, utilized, or implicated during utility transactions with TPU.

9.1.3 The following Policies pertain to Customer privacy, employee safety, and operational continuity and apply to TPU customers and any other visitors entering the public portions of the Lobby.

9.2 Lobby Audio and Video Recording Policies

9.2.1 Audio and video recording is prohibited in Lobby public areas where Customer PII is discussed, revealed, utilized, implicated, or displayed. Audio and/or video recording is specifically prohibited in the following public access areas:

9.2.1.1 Roped-off areas separating the Lobby seating area from Customer service transaction windows within the Lobby.

9.2.1.2 The service counter transaction windows within the Lobby.

9.2.1.3 Areas where lines have formed with customers seeking access to a Customer Service agent within the Lobby.

9.2.1.4 Areas designated with signage or similar notification, including verbal instruction, as privacy-restricted areas within the Lobby where PII may be revealed or exchanged.

9.2.2 Recording is generally permitted within other public portions of the Lobby, provided such activity is not conducted in a way that interferes with TPU business operations or the safety of TPU employees, customers, or other visitors.

9.3 Public Records Requests

9.3.1 Visitors seeking public records should obtain an appropriate ticket to be assisted by City of Tacoma Public Records staff. TPU Customer Services staff in the Lobby are not authorized or permitted to assist with public records inquiries or requests.

9.3.2 For information on requesting public records, customers may also contact the City of Tacoma Public Records Office. Details are available on MyTPU.org or the City's Public Records portal.

9.4 Prohibited Behavior

9.4.1 Audio or video recording other than as allowed above.

9.4.2 Behavior that is disruptive or disorderly, or damages or defaces the Lobby or TPU property.

9.4.3 Entering or attempting to enter areas designated for City employees only, including non-public workspaces and secured or badge-accessed areas.

9.5 Violations of These Policies

Violations of these Policies may result in:

9.5.1 Removal from the Lobby.

9.5.2 Future Lobby access restrictions.

9.5.3 Service suspension. Service suspension may only occur when conduct directly impacts utility services or violates policies governing utility accounts, consistent with Sections 104.1 and 104.2 of these Customer Services Policies.

9.5.4 Enforcement action carried out consistent with TPU's established security and customer behavior protocols.

9.6 Reasonable Accommodation

9.6.1 TPU will consider reasonable accommodation requests consistent with the requirements of the Americans with Disabilities Act (ADA) and other applicable City policies.

~~I~~X. MISCELLANEOUS

~~9~~10.1 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.

10~~9~~.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.

109.3 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.

109.4 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.

109.5 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.