



Customer Service Policies

February 2020

1. Purpose

This document describes the policies, procedures and regulations established by Kalispel Tribal Utilities (“KTU”) to ensure safe, efficient and reliable service for its electric customers.

2. Definitions

For the purposes of this document, the following words or phrases shall have the meaning set forth below:

Business Days – Monday through Thursday, excluding KTU holidays -- New Year’s Day, Martin Luther King Day, President’s Day, American Indian Day (May 13), Independence Day (July 4), Labor Day, Veteran’s Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day.

Commercial Service – the conductors and equipment for delivering 60 hertz, single-phase or three-phase electricity from the KTU System to the Customer-owned Secondary Service conductors and Premises Wiring.

Commission – the Kalispel Utility Commission, the utility regulatory body established by Chapter 36 of the Kalispel Law and Order Code.

Customer – a person or entity responsible for payment of utility rates, charges, and fees.

Customer Building – a separate building structure or building section separated by a fire-rated interior wall.

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.

Electric Inspection – an inspection of the Customer’s Premises Wiring verifying that the Customer’s wiring and utilization equipment meets the National Electrical Code and the International Fire Code as adopted by the State of Washington (WAC 51-54A) and required by Chapter 33 of the Kalispel Law and Order Code.

KTU – Kalispel Tribal Utilities, a tribally chartered utility established by Chapter 17B-1 of the Kalispel Law and Order Code.

KTU Management Committee – the individuals designated by the Kalispel Tribe of Indians to provide policy guidance to the General Manager of KTU.

KTU Standards – engineering and construction standards for electrical facilities and services as may be issued by KTU, as well as the applicable portions of the National Electric Safety Code, National Electrical Code, and Washington State standards.

KTU System – the KTU-owned Primary Distribution System and KTU-owned Secondary Service to the Service Point.

Letter of Agreement – an agreement executed between the Customer and KTU outlining the responsibilities of each party, estimated costs, and the standards for Customer electrical equipment and facilities.

Load – any device that consumes power such as motors, lights and/or heating equipment.

NEC – National Electrical Code, which applies to Customer facilities served by KTU.

NESC – National Electrical Safety Code, which applies to KTU-owned facilities.

Policies and Procedures – these KTU Customer Service Policies.

Premises Wiring – the Customer-owned interior and exterior wiring, including lighting, control, and signal circuit wiring together with all fittings extending from the Service Point.

Primary Distribution System – that portion of KTU's electrical system that delivers electric energy at 12.5 kV (nominal).

Primary Line Extension – the lengthening of KTU's Primary Distribution system to serve an additional customer or customers.

Qualified Medical Professional – a licensed physician, nurse practitioner, or physician's assistant authorized to diagnose and treat medical conditions without supervision of a physician.

Rate Schedules – KTU rates as approved by the Commission.

Residential Service -- the conductors and equipment for delivering 60 hertz, single-phase electricity from KTU to the Premises Wiring.

Responsible Adult – a person of at least 18 years of age who is responsible for payment for electric utility service.

Secondary Service – service with voltages of less than 600 volts.

Service Point – the demarcation point between KTU ownership and Customer ownership.

Single-Phase Service – an alternating current supply system using one primary conductor and typically used for residential Loads.

Three-Phase Service – an alternating current supply system comprising three or more conductors and typically used for commercial Loads.

3. General Conditions for Electric Service

3.1 KTU Ownership and Responsibilities. KTU shall own, maintain and operate the Primary Distribution System and Secondary Services connected to each Service Point. Maintenance and operation shall be in accordance with the National Electric Safety Code ("NESC").

KTU is responsible for promoting and safeguarding the health and safety of its employees, Customers, and the general public. To that end, KTU may de-energize a Customer's service when necessary for maintenance of equipment. KTU shall provide at least two Business Days' notice for any non-emergency de-energizing of Customer service.

3.2 Customer Ownership and Responsibilities. The Customer shall provide, own, and maintain all Secondary Services from Service Points to Customer Buildings or Dwelling Units and all Premises Wiring. Customers shall design, install, and operate all Customer-owned materials and equipment in accordance with the National Electrical Code ("NEC") and KTU Standards. The Customer may not construct permanent structures over any part of the Primary Distribution System or Secondary Service.

The Customer is responsible for installing and maintaining safeguards to ensure that operation of their equipment will not adversely affect the KTU System or service to other KTU Customers. The Customer shall provide, own, and maintain power-conditioning devices to protect their sensitive electric Loads. Customer-owned motors of 25 horsepower and greater shall have soft start capability.

Customers shall allow KTU to access their premises for meter reading, inspection, and testing, and for installing, removing, repairing, and replacing KTU equipment.

3.3 Voltages. KTU's Primary Distribution System voltage is 12.5 kV. Single-Phase Service is provided at 240/120 volts; higher voltages are served with Three-Phase Service. Specialized service may be considered at the written request of a Customer or prospective customer.

4. Obtaining Service

4.1 Residential Service Not Requiring New Construction. Residential Service applicants must provide the following to KTU at least five (5) Business Days before service is to begin:

4.1.1 A completed Residential Service Application signed by a Responsible Adult living at the residence and, at the option of the Customer, a completed and signed authorization for direct payments;

4.1.2 A copy of a valid driver's license or other photo ID issued by a state, a tribe, or the federal government for the Responsible Adult living at the residence, may be required;

4.1.3 If applicable, a written certification from a Qualified Medical Professional stating that disconnection of electric service would aggravate an existing medical condition of a resident of the household. The certification must cover: (1) the name of the person who has the medical condition; (2) how the current medical condition will be aggravated by disconnection of service; (3) how long the condition is expected to last; and (4) the title, signature, and telephone number of the person certifying the condition. The medical certification is valid only for the length of time the health endangerment is certified to exist but no longer than one year unless renewed;

4.1.4 Payment of any delinquent account balances; and

4.1.5 Any application fees or other deposits as specified in KTU Rate Schedules.

4.2 Commercial Service Not Requiring New Construction. Applicants for Commercial Service must provide the following to KTU at least five (5) Business Days before service is to begin:

4.2.1 A completed Commercial Service Application signed by the business owner and, at the option of the Customer, a completed and signed authorization for direct payments;

4.2.2 Payment of any delinquent account balances; and

4.2.3 Payment of any application fees or other deposits as specified in KTU Rate Schedules.

4.3 Service that Requires New Construction. Upon receiving a Customer request for service, KTU will determine the availability of existing infrastructure needed to supply the expected loads. If the requested service requires new construction, the Customer shall follow the requirements and process outlined below in Section 10 **10. Line Extensions Policies and Procedures.**

4.4 Denial of New Service. KTU may deny service if:

4.4.1 The applicant has failed or refuses to fulfill the conditions necessary to initiate service as described in this document;

4.4.2 The applicant has failed or refuses to pay indebtedness to KTU for previously provided service;

4.4.3 In the sole judgment of KTU, the applicant's Secondary Service, Premises Wiring, or other equipment is known to be, or appears to be hazardous;

4.4.4 In the sole judgment of KTU, providing service may endanger public health, safety, or welfare;

4.4.5 In KTU's sole judgement, the Customer's expected activities, e.g. cryptocurrency mining, will put in jeopardy KTU's ability to provide service to other customers at reasonable rates;

4.4.6 The applicant fails to comply with tribal laws or regulations;

4.4.7 The applicant's request for service is being made in another name to avoid or evade payment of prior invoices for service; or

4.4.8 In the sole judgment of KTU, the applicant cannot reasonably be expected to make payment for service.

5. Customer Changes to Secondary Service or Premises Wiring.

5.1 Premise Wiring. All Customers are required to notify KTU at least ten (10) Business Days prior to making any significant change to their Secondary Service or Premises Wiring. All such changes shall conform to NEC and KTU Standards. Prior to energization, any such changes shall pass an Electric Inspection.

5.2 Load Additions. All Customers are required to notify KTU a minimum of ten (10) Business Days prior to any material Load additions or deletions so that KTU can determine whether such addition or deletion could impact service or cause damage to the KTU System. Material Load additions or deletions are defined as energy usage that is 25% above the Customer's previous highest monthly consumption or an expected increase or decrease in annual usage of 100,000 kWh, whichever is less.

6. Customer Deposits

6.1 Deposit Requirements. A deposit for new Residential or Commercial service may be required if:

6.1.1 the Customer had an unpaid, overdue bill with KTU within the last four years and the bill remains unpaid and is not in dispute at the time of application for service;

6.1.2 service was terminated in the past four years because the Customer did not pay a bill, the Customer misrepresented their identity for the purpose of obtaining service, or the customer did not pay for damages to the KTU System caused by Customer negligence;

6.1.3 the Customer has ever sought relief under federal bankruptcy laws;

6.1.4 the Customer obtained service without KTU's permission;

6.1.5 the Customer has not had service with KTU for at least 12 consecutive months during the last four years;

6.1.6 the Customer is requesting service for a residence where a former Customer who owes a past due balance for service still resides; or

6.1.7 KTU has given the Customer two or more written final notices of termination within the last 12 consecutive months.

6.2 Deposit Amount. The amount of the deposit will not be more than one-sixth the amount reasonably expected to be billed at the Customer's location over the next year.

6.3 Deposit Returns. When a Customer account is closed, deposits held will be applied to any unpaid balance owing at the time the final bill is prepared. If there is a credit on the account after the deposit has been applied, the credit will be refunded promptly, or transferred to the Customer's new address if it is within KTU's service territory.

6.4 Deposit Payment Option. If the Customer is unable to pay the entire deposit up front, he/she may pay the deposit in two installments – one-half of the deposit amount when application is made for service, and the second half one month later.

7. Payment Policies

7.1 Late Payment Charges. Payments not received by next month's bill date shall be considered late. When the subsequent bill is prepared, a late payment charge may be assessed equal to 1.5% of the previous month's outstanding balance. KTU may waive late payment charges for balances owed of less than \$50.

7.2 Returned Payment/Check Charge. KTU will charge \$10.00 for a payment returned from a bank unpaid.

7.3 Third-Party Notices. The Customer may select a third party to be notified if service is in danger of being disconnected. The third party (a friend, relative, social agency, etc.) has no obligation to pay the bill, but can notify or remind the Customer of the pending disconnection and/or help the Customer in making payment arrangements.

7.4 Payment Arrangements: KTU representatives are available to discuss possible payment arrangements for Customers having difficulty paying their bill. KTU may offer plans that allow Customers to continue service while bringing account balances up to date. In weighing payment options, KTU will consider the Customer's ability to pay, the account balance, the past payment record, how far past due the account is, and why past due balances have not been paid.

8. Termination or Disconnection of Service

8.1 Termination by Customer. Customers are responsible for notifying KTU prior to the desired date of service termination. Customers may arrange for a service disconnection by contacting the KTU office, either in person, by mail, by email, via the KTU website, or by telephone. The Customer must provide KTU their account number, the desired date for termination, the service location, and a forwarding mailing address and phone number for further correspondence.

8.2 Termination by KTU. KTU will immediately terminate Customer service without notice if:

8.2.1 In KTU's sole judgment, a hazardous, public health, or public safety condition exists in the Customer's Secondary Service, Premises Wiring, or on the Customer's premises;

8.2.2 In KTU's sole judgement, the Customer's activities, such as cryptocurrency mining, for example, put in jeopardy KTU's ability to provide service to other Customers at reasonable rates.

8.2.3 Service is connected by an unauthorized person; or

8.2.4 The KTU System that serves the Customer has been bypassed or tampered with in any way or there has been a theft of service.

8.3 Disconnection. KTU may disconnect a Customer's service after a (14) day notice under the following circumstances:

8.3.1 The Customer has failed to make its full monthly payment for KTU service;

8.3.2 KTU's meter location has been concealed by materials of any kind and is not readable by KTU's electronic system or readily accessible by KTU representatives; or

8.3.2 The Customer has failed to comply with requirements set forth in these Policies and Procedures.

8.4 Postponement of Disconnection. KTU may postpone disconnection for non-payment in any one of the following circumstances:

8.4.1 The previous day's high temperature in Airway Heights did not exceed 32 degrees Fahrenheit, and the temperature is predicted to remain at or below that level for the next twenty-four (24) hours according to the Spokane, WA National Weather Service ("NWS") reports. KTU will proceed to disconnect the Customer's service when the severe weather condition has subsided

8.4.2 The NWS issues a heat advisory for Airway Heights or when such advisory has been issued on any one of the preceding two calendar days. KTU will proceed to disconnect the Customer's service when the severe weather condition has subsided.

8.4.3 When the Customer has submitted a valid written certification to KTU from a Qualified Medical Professional stating that the disconnection of electric service would aggravate an existing medical condition of a resident of the Customer's household. KTU will proceed to disconnect after issuing a second notice of not less than five (5) Business Days.

9 Metering

9.1 KTU Metering Equipment. Each Residential Service and Commercial Service shall be independently metered. KTU will furnish, own, and install all meters and their related communication modules.

9.2 Customer Metering Equipment. Customers shall furnish and install all meter enclosures, cabinets, conduits and meter sockets in accordance with the NEC and KTU Standards. All such metering equipment provided by the Customer shall remain the property of the Customer.

9.3 Meter Locations.

9.3.1 Single-family Dwelling Unit meters shall be located by agreement with KTU. Generally, single-family Dwelling Unit meters will be located on the exterior wall of the garage near the shared property line to an adjacent residence.

9.3.2 Multi-Family Dwelling Unit meters shall be located by agreement with KTU and generally will be placed on an exterior wall of the multi-family building.

9.3.3 Commercial Service meters shall be located at the transformer that serves the commercial property.

9.4 Multi-family Dwelling Meter Labeling Requirements.

9.4.1 Meter sockets must be permanently and legibly marked and maintained with the permanent service address visible on the exterior in accordance with NEC and KTU Standards. The property owner is responsible for ensuring that meter socket markings accurately indicate the locations being billed.

9.4.2 If meter sockets are incorrectly marked resulting in billing errors to Customers, KTU will correct any billing errors promptly. The property owner is responsible for paying KTU for any revenue that KTU is unable to recover from the affected Customers, plus any reasonable investigation and collection costs incurred by KTU.

9.5 Meter Accessibility. Meter locations shall not be concealed by materials of any kind and must always be readily accessible by KTU representatives. If the path to the meter is blocked in any way or if the meter is subject to damage because of its location, the Customer will be required to provide a new and suitable meter location and make necessary wiring changes. All costs for any such changes shall be borne by the Customer.

9.6 Resale of Electricity. Resale of KTU supplied electricity is prohibited.

9.7. Payment for Costs and Damages. The Customer shall pay all costs incurred by KTU in the event of meter tampering, power diversion, or other improper action on the Customer's property. If KTU equipment is damaged because of meter tampering, power diversion, or other improper actions, including high load uses (e.g., Bitcoin mining), the Customer is presumed to be responsible for the damages and shall pay for of all estimated power consumption and costs incurred to replace or repair the equipment.

9.8 Meter Accuracy. Customer shall contact KTU if they believe their meter is not accurately measuring energy usage. KTU will investigate and if the meter is found to be inaccurate KTU will replace the meter and make adjustments to the Customer's past bills.

10. Line Extension Policies and Procedures

10.1 Requests for Primary Line Extensions. To initiate construction of a primary line extension the Customer will provide KTU with a written request, along with a non-refundable \$1,000 application fee. KTU engineers will develop a schedule and cost estimate for labor and materials. Once these details have been approved by the Customer and a Letter of Agreement has been signed, KTU will invoice the Customer for the estimated amount. Work will commence upon receipt of full payment. If the actual cost of installing the line extension varies from the estimate, KTU will refund/invoice the Customer for the difference

10.2 Primary Line Extension Responsibilities. All Primary Line Extensions shall be underground. The Customer shall furnish the trench, install conduit(s) and backfill the trench in accordance with NEC and KTU Standards. KTU must approve all conduit installation prior to backfilling and will survey the location of all conduits. KTU will furnish primary cables and related transformers, and other equipment as applicable as more fully described in the line extension Letter of Agreement. Upon completion, KTU will own and maintain all primary conduits, cables, transformers, and related equipment.

10.3 Secondary Line Extension Responsibilities. Customers shall provide, install, own, and maintain service cables from the service transformer to the Customer Building or Dwelling Unit, including all Premises Wiring. All Secondary Service cables shall be underground. The Customer shall dig a trench, install the conduit(s) and backfill the trench

for Secondary Service. Prior to backfilling, the Customer will contact KTU to survey and approve the location and installation of all conduits. All trenching and Customer-furnished materials and equipment shall be in accordance with NEC and KTU Standards.

KTU will provide, own, and maintain all transformers, meters, and all 12.47 kV service cables that connect the transformers to the KTU electric system.

Customer-owned Secondary Service and Premises Wiring shall pass an Electric Inspection prior to service energization.

10.4 Utility Location Survey. At least two (2) Business Days before digging a trench the Customer shall call 811, the “Call Before You Dig” service, and request a free underground utility location survey.

11. Miscellaneous Provisions

11.1 Office Location and Hours. Customers may conduct business with KTU via the phone, through the utility’s website: Kalispelutilities.com, or in person at the KTU office located at 202 South Industry Drive, Airway Heights, WA, 99001. Customers may make appointments to meet with a KTU representative at a specific time or may visit the office between noon and 4 p.m. Monday through Thursday, excluding holidays.

11.2 Customer Privacy

Except as required by law, all individual Customer data will be kept confidential and will not be disclosed to third parties without prior written approval from the affected Customer.

11.3 Tariffs

All rates are approved by the KTU Management Committee and the Kalispel Utility Commission pursuant to Chapter 36 of the Kalispel Law and Order Code. KTU Rate Schedules are publicly available to Customers on KTU’s website. Paper copies will be provided to any KTU Customer upon request

11.4 Joint Use of Equipment

To the extent that KTU’s facilities are not impaired, KTU will permit the use of their conduits, subways, tracks, wires, poles, pipes or other equipment or any part thereof by any other utilities for a fee in accordance with a Letter Agreement.

11.5 Customer-Owned Standby Generation

All Customer-owned standby generation installations must comply with the NEC and KTU Standards. When Load is served by standby generation such Load shall be isolated from KTU’s System.

11.6 Public Agency Requested Inspections

The property owner shall pay all costs incurred for the inspection of Customer electrical facilities when such inspection has been requested by Tribal authorities investigating suspected unlawful conditions or activities upon the Customer’s premises and the inspection confirms electrical code violations.