SCHEDULE 80 GENERAL RULES AND PROVISIONS

- 1. ADOPTION OF RULES OF REGULATORY AUTHORITIES The rules regulating electric service, prescribed by the Washington Utilities and Transportation Commission, as such rules may hereafter be amended from time to time, are hereby adopted and by this reference are made a part of this tariff.
- 2. DEFINITIONS The following terms, when used in this tariff and in the application or agreement for electric service, shall have the meanings given below, unless otherwise clearly indicated:
 - (C) a. Company or PSE: Puget Sound Energy, Inc. b. Customer: Any person, partnership, firm, corporation, municipality, cooperative organization, governmental agency, etc., who or which is receiving service from the Company. c. Premises: All of the real property at a single geographic location utilized by a Customer for his business or other activity. d. Point of Delivery: Unless otherwise specified, that location on the Customer's Premises where Company's circuit and Customer's system are interconnected. The Point of Delivery is further described and defined in this schedule and in Schedule 85 of this tariff. (N) (N) e. Energy: Electric energy, measured in kilowatt-hours (kWh). Demand: The rate of delivery of electric energy, measured in kilowatts (kW) or kilovolt amperes (kVa) occurring instantaneously or registered over a fixed time period (normally fifteen minutes unless otherwise specified). g. Electric Service: The availability of electric energy at the Point of Delivery for use by the Customer, irrespective of whether electric energy is actually used. h. Services or Service Lines: For underground service: Secondary voltage electric lines and (D)(N)facilities, excluding metering equipment provided by the Company and service entrance facilities such as meter bases, pedestals or enclosures, that are located on the Customer (D) (load) side of the transformer or secondary voltage handhole that is installed and designated by the Company to provide service to a structure except that where a secondary voltage electric line crosses a property line between the transformer or secondary voltage handhole and the structure being served, that Service Line begins at

the property line. Underground Service Lines may or may not be owned by the Company,

as further described in Schedule 85 of this tariff. Underground Service Lines that are

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Ву:

Tom DiBon Tom DeBoer

owned by the Company end at the Point of Delivery.

Title: Director, Rates & Regulatory Affairs

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SCHEDULE 80 GENERAL RULES AND PROVISIONS

(Continued)

For overhead service: Secondary voltage electric lines and facilities, excluding metering equipment provided by the Company and service entrance facilities such as meter bases or enclosures, that are located between the point that a line leaves the Company's distribution system (typically at a Company-owned pole) and the point of attachment to the structure that is being served by the lines (or other customer-provided point of attachment such as a customer-owned meter pole). All overhead Service Lines are owned by the Company. All overhead Service Lines end at the Point of Delivery.

- i. Month: An interval of approximately thirty (30) days between successive designated meter reading dates.
- j. Secondary: Refers to service or facilities constructed to operate at less than 600 volts.
- k. Primary: Refers to service or facilities constructed to operate at 600 volts or greater.
- 3. TAX ADJUSTMENT The rates named in this tariff or charge in the area to which it applies shall be increased by the amount of any tax, assessment, or other charge related thereto, or any increase in the amount thereof, heretofore or hereafter levied by any federal, state, municipal or other governmental authority upon or in respect to: the generation, transmission, distribution, or sale of electric energy; any other charges made by the Company reflected in this tariff; any other rate or charge upon which a tax is assessed; the right of the Company to operate or do business within the jurisdiction of the taxing body.
- (N)
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- (N)
- 4. SCHEDULES AND CONDITIONS The schedules and conditions specified in this tariff for electric service are subject to change by order of the Washington Utilities and Transportation Commission or upon the effectiveness of a superseding schedule and in accordance with the laws of the State of Washington regulating public service companies and any amendments thereto. All schedules for electric service apply to Customers located on the established circuits of the Company.
- 5. SUPPLY AND USE OF SERVICE The Company's rates are based upon the furnishing of electric service to a Customer at a single Point of Delivery and at a single voltage. When optional rate schedules are available, the Customer may not change from one rate schedule to another more frequently than once in any twelve-month period unless specifically authorized in the applicable rate schedule. Each Point of Delivery shall be metered and billed separately under the appropriate rate schedule. If several buildings are occupied and used by one Customer in a single business or other activity, the Company may furnish service for the entire group of buildings through one service connection at one Point of Delivery. The Point of Delivery is further described and defined below and in Schedule 85 of this tariff.

For all overhead service at Secondary voltages and all underground service at Secondary voltages to Single-Family Residences (as defined in Schedule 85) and to residential end-uses contiguous to a Single-Family Residence, the Point of Delivery will normally be at a point on the outside of the structure to be served which is, in the Company's reasonable judgment, most conveniently located with respect to the

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SCHEDULE 80 GENERAL RULES AND PROVISIONS (Continued)

Company's distribution facilities. For other underground service at Secondary voltages, the Point of Delivery will normally be at the load side of the Secondary connectors at the transformer or Secondary handhole.

The Primary voltage Point of Delivery will normally be that location which is, in the Company's reasonable judgment, most conveniently located with respect to the Company's transmission or distribution facilities. For service at Primary voltages below 50,000 volts, this Point of Delivery will normally be at a point on the property line of the Premises to be serviced or, if acceptable to the Company, on the Customer's Premises adjacent to such property line, where Customer and Company facilities interconnect. For service at Primary voltages of 50,000 volts or more, this Point of Delivery will normally be at the point within a substation or on an electrical line where the Customer provided facilities and the Company facilities of 50,000 volts or more interconnect. Where such substation is not on the Customer's Premises, the Customer-provided facilities connecting to such remote substation must be Customer-provided overhead or underground dedicated feeder(s) rates at 600 amps or more. Customer shall be responsible for all operating rights necessary for such Customer provided feeder(s). The Customer may, if acceptable to the Company, provide such feeder(s) through a separate agreement with and acceptable to the Company. Any such agreement shall only be available as part of the Company's bundled retail service.

Each Customer, except Customers receiving Electric Service over Interconnection Facilities (as defined in Schedule 152), regardless of the voltage at which distribution service is provided, shall be deemed to be connected at the Point of Delivery to the Company's distribution system facilities that are subject to the jurisdiction of the Washington Utilities and Transportation Commission. Any cost to the Company of providing Secondary or Primary service, at the request of the Customer or for the Customer's convenience, to a Point of Delivery other than the normal Point of Delivery set out above shall be paid by the Customer and shall be in addition to any other amounts which the Customer may be required to pay for said Secondary or Primary service.

Except as otherwise provided in Schedule 85 of this tariff, the Company shall have no responsibility for installing, owning, operating, maintaining or replacing any facilities on the Customer's (load) side of the Point of Delivery.

Service shall be supplied only under and pursuant to these General Rules and Provisions, and any modifications or additions thereto lawfully made, and under such applicable rate schedule or schedules as may from time to time be lawfully fixed. Except Customers with a Generating Facility (as defined in Schedule 152), service shall be supplied only to those for whom the Company is the sole source of electric power, unless otherwise provided under appropriate contract. Service shall be used by Customer only for the purposes specified in the service agreement and applicable rate schedule or schedules.

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Ken Johnson Title: Director, State Regulatory Affairs

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By: Keath John

SCHEDULE 80 GENERAL RULES AND PROVISIONS (Continued)

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These paragraphs on Sheets 80-B.1 and 80-B.2 describe how Electric Service will be provided to Customers or Applicants (as Applicants are defined in Schedule 85) that have an electric generator and are or will be provided service over Interconnection Facilities. These paragraphs do not apply to Customers net metering under the provisions of Schedule 150, unless they are interconnected over Interconnection Facilities. The following terms, when used in these paragraphs shall have the meanings as defined in Schedule 152 of this tariff: Customer-Generator, Electric System, Interconnection Customer, Interconnection Facilities, Point of Interconnection and Point of Metering.

The type of Electric Service to be provided over Interconnection Facilities shall be non-firm stand-by service even though such service will be provided under a firm retail rate. The Company may in the future implement programs to interrupt service or assess a stand-by charge for this service to Interconnection Customers.

Electric Service will be provided over Interconnection Facilities however the provision of such service and any provisions of this Tariff will not cause those Interconnection Facilities to be considered as part of the Company's Electric System at any point in time without the express written agreement of the Company.

Section 5 of Schedule 80 provides that service shall be supplied only to those for whom the Company is the sole source of electric power, unless otherwise provided under appropriate contract. Tariff provisions form a contract for Electric Service and this provision allows the Company to provide service under an appropriate contract to Customers that have another source of electric power (an electric generator) and are receiving service over Interconnection Facilities.

All overhead and some underground Services or Service Lines are typically installed, owned and maintained by the Company, however when the Customer is or will use Electric Service over Interconnection Facilities the Company shall not install, own or maintain the Service Line.

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SCHEDULE 80 GENERAL RULES AND PROVISIONS (Continued)

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The Point of Delivery to a Customer served via Interconnection Facilities shall be at the Point of Interconnection. The Point of Metering may be at a location remote from the Point of Delivery or at the Point of Delivery and may be at Secondary or Primary voltage as provided in Section 20 of this Schedule 80. The Company, in its sole judgment, shall determine the Point of Metering, type and cost of metering in excess of standard secondary metering. An adjustment factor to compensate for losses will be applied as appropriate. Where the Point of Metering is beyond the Company's automated meter reading network, the Customer shall be responsible for providing communication of a type requested by the Company for purposes of meter reading,

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Section 7 of Schedule 80 provides that the Customer shall make provisions for connection of metering equipment at a point convenient of access to the Company's distribution systems. A Customer-Generator or other Customer with an electric generator provided service through Interconnection Facilities is not subject to this provision but shall make provisions for connection of metering at the Point of Metering designated by the Company. All other provisions of Section 7 of Schedule 80 apply.

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Disconnection or interruption of service may result in the Interconnection Customer being unable to generate electricity. Neither the Company nor any other person or entity shall have any liability to any Interconnection Customer or any other person or entity for any disruption in service or for any loss or damage caused thereby.

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The Customer Service Guarantee (Schedule 130) and Restoration Service Guarantee (Schedule 131) do not apply to Electric Service provided to Interconnection Customers or to any other Customer that is provided Electric Service through Interconnection Facilities.

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By: Seath John

Ken Johnson Title: Director, State Regulatory Affairs

SCHEDULE 80 GENERAL RULES AND PROVISIONS

(Continued)

6. APPLICATION FOR SERVICE - Each prospective Customer desiring electric service may be required to sign the Company's standard form of application for electric service or other evidence of agreement before service is supplied by the Company. In the absence of a signed agreement or application for service, the delivery of electric service by the Company and the acceptance thereof by the Customer shall be deemed to constitute an agreement by the Customer for acceptance of electric service and payment therefor under the applicable rate schedules, terms, and conditions contained therein, and these General Rules and Provisions.

For electric service in large quantity or under special conditions, the Company may require a suitable written agreement. No such agreement or any modification thereof shall be binding upon the Company until executed by its duly authorized representatives; if executed, it shall be binding upon the heirs, administrators, executors, successors, and assigns of the parties thereto.

7. SERVICE ENTRANCES AND CONNECTIONS - The Customer shall provide a suitable service entrance to the Premises to be served at the point specified by the Company. Such entrance facilities, including conduit and trenching on Customer property, shall meet the requirements of the authority enforcing the local electrical code or ordinance. The Customer shall provide a structurally sound point of attachment for the Company's overhead service conductors which will permit the clearances required by law for safety. All necessary wiring, transformers, switches, cut-outs, conduit and protection equipment beyond the Point of Delivery shall be provided, installed, and maintained by the Customer and shall be of types and characteristics acceptable to the Company.

The Customer shall make provisions for the connection of metering equipment at a point convenient of access to the Company's distribution systems, readily accessible without risk of bodily harm to Company employees, free from vibration, corrosive atmosphere, and abnormal temperatures. All meter locations and provisions for connecting metering equipment are subject to approval by the Company.

Unless otherwise agreed or otherwise stated in the applicable rate schedule, all meters, facilities and equipment furnished and installed by the Company upon the Customer's Premises shall be, and remain, the personal property of the Company, regardless of whether the Customer may have contributed to the cost thereof, and may be removed by the Company upon discontinuance of service. The Customer shall exercise proper care to protect the Company's property on his Premises; and in the event of loss or damage to the Company's property arising from neglect, carelessness, or misuse by the Customer, the cost of necessary repairs or replacement shall be paid by the Customer.

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(M) Transferred from Sheet No. 80-b

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SCHEDULE 80 GENERAL RULES AND PROVISIONS

(Continued)

8. ACCESS TO PREMISES - The Company, its agents and employees shall have the right of ingress to or egress from the Premises of the Customer at all reasonable hours as may be necessary for meter reading, performance of necessary maintenance, testing, installation, or removal of its property. In the event the Customer is not the owner of the Premises occupied. he shall obtain all such permissions from the owner thereof.

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REFUSAL OF SERVICE - The Company may refuse to connect an applicant for service or 9. may refuse to render additional service to a Customer when such service will adversely affect service being rendered to other Customers or where the applicant or Customer has not complied with state, county, or municipal codes or regulations concerning the rendition of such service.

The Company may refuse to serve an applicant or a Customer if, in its judgment, said applicant's or Customer's installation of wiring or electrical equipment is hazardous, or of such character that satisfactory service cannot be provided.

The installation of proper protective devices on the applicant's or Customer's premises at the applicant's or Customer's expense may be required whenever the Company deems such installation necessary to protect its property or that of its other Customers.

The Company shall not be required to connect with or render service to an applicant unless and until it has all necessary operating rights, including rights-of-way, easements, franchises, and permits.

The Company may refuse to connect service to a master meter in any new building with permanent occupants when: there is more than one dwelling unit in the building or property; the occupant of each unit has control over a significant portion of electric energy consumed in each unit; and the long-run benefits of a separate meter for each customer exceed the cost of providing separate meters.

The Company shall not be required to provide service if to do so would be economically unfeasible.

CUSTOMER'S LOAD AND OPERATIONS - For single and three phase service, the Customer shall provide adequate protection for equipment, data, operations, work and property under his control from (a) high and low voltage, (b) surges, harmonics, and transients in voltage, and (c) overcurrent. For unidirectional and three-phase equipment, the Customer shall provide adequate protection from "single phasing conditions," reversal of phase rotation, and phase unbalance.

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SCHEDULE 80 GENERAL RULES AND PROVISIONS

(Continued)

If equipment is installed by the Customer which will cause frequent or extreme fluctuations in the use of electric current which may interfere with normal service, the Company may require the Customer to provide at his own expense equipment that will limit such fluctuation. The Company reserves the right to refuse to supply service to loads of a character which may seriously impair service to any Customer and shall have the right to discontinue service to any Customer who shall continue to use appliances or apparatus detrimental to the service after being notified thereof by the Company.

When additional capacity must be provided for installations such as welding equipment, X-ray machines, elevator motors, or other equipment having highly fluctuating or intermittent demands which would otherwise seriously affect the voltage regulations of other Customers, the Company may require the Customer to contract for and pay additional charges.

Nothing in these General Rules and Provisions shall be construed as placing upon the Company any responsibility for the condition or maintenance of the Customer's wiring, energy-consuming devices, or other equipment and the Company shall not be held liable for any loss or injury resulting from defects in the Customer's installation and shall not be held liable for damage to persons or property arising from the use of the service on the Premises of the Customer.

- 11. INCREASED USE In order to prevent damage to the Company's equipment and impairment of its service, the Customer shall give the Company notice before making any additions to his connected load so that the Company, at its option, may provide such facilities as may be necessary for furnishing the increased service.
- 12. CONTINUITY OF SERVICE Electric service is inherently subject to disruption, including interruption, suspension, curtailment and fluctuation. Neither the Company nor any other person or entity shall have any liability to any Customer or any other person or entity for any disruption in service or for any loss or damage caused thereby if such disruption is attributable to the causes, work or actions from any of the following:

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By:	Director, Rates & Regulation
Christy A. Omohundro	

SCHEDULE 80 GENERAL RULES AND PROVISIONS

(Continued)

- a. Causes beyond the Company's reasonable control including, but not limited to, fire, flood, drought, winds, acts of the elements, court orders, insurrections or riots, generation failures, lack of sufficient generating capacity, breakdowns of or damage to facilities of the Company or of third parties, acts of God or public enemy, strikes or other labor disputes, civil, military, or governmental authority, electrical disturbances originating on or transmitted through electrical systems with which the Company's system is interconnected, and acts or omissions of third parties.
- b. Repair, maintenance, improvement, renewal or replacement work on the Company's electrical system, which work in the sole judgment of the Company is necessary or prudent. To the extent practicable, work shall be done at such time as will minimize inconvenience to the Customer provided that, when practicable, such disruption shall be during working hours regularly maintained by the Company. The Customer shall be given notice of such work in accordance with the Rules of the Washington Utilities and Transportation Commission.
- c. Actions taken by the Company which in its sole judgment are necessary or prudent to protect the performance, integrity, reliability or stability of the Company's electrical system or any electrical system with which it is interconnected, which actions may occur automatically or manually.

In the event of such disruption in service, the Company shall make reasonable efforts to re-establish service with a minimum of delay and without any liability to any Customer or any other person or entity for any loss or damage from causes beyond its control or through ordinary negligence of employees, servants or agents.

Automatic actions that would occur through the operation of automatic equipment installed in the Company's electrical system, including, without limitation, such equipment as automatic relays, generator controls, circuit breakers, and switches. This equipment is preset to operate under certain prescribed conditions which, in the sole judgment of the Company, would threaten system performance, integrity, reliability, or stability.

Manual actions which occur when switches, circuit breakers, relays, voltage regulators or other equipment are manually operated or when the Company directs a Customer to curtail load. If manual actions are undertaken, then to the extent permitted by the operating characteristics of the electrical system, the Company will perform such manual actions so that interruption, suspension, curtailment, or

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(Continued)

fluctuation of service to Customer will be accomplished in the following sequence unless it is necessary in the sole judgment of the Company to vary said sequence in order to protect system performance, integrity, reliability, or stability.

- Large industrial and commercial Customers to the extent that this can be done after considering the Customer's load and system conditions and then, if necessary,
- (2) Selected distribution feeders throughout the service area for short periods of time, alternating among circuits and avoiding, if practicable, interruptions at facilities which are essential to the public welfare, such as hospitals, other health facilities, airports, police stations, fire stations, communication facilities, domestic pumping stations, defense installations, civil defense centers, sewage disposal plants and others and then, if necessary,
- (3) Selected distribution feeders throughout the service area for longer periods of time with less alteration among circuits while continuing to avoid, if practicable, interruptions at facilities which are essential to the public welfare and then, if necessary,
- (4) Customers whose functions are essential to the public welfare beginning with those Customers whose service is least essential and continuing to those whose functions are progressively more essential.

To the extent permitted by the operating characteristics of the system, the Company will restore service to Customers whose service has been manually interrupted, suspended, curtailed, or fluctuated hereunder (or whose service has been automatically interrupted, suspended, curtailed, or fluctuated hereunder if such service is not automatically restored) by manually restoring service in reverse sequence to that set out above unless it is necessary in the sole judgment of the Company to vary said sequence in order to protect system performance, integrity, reliability, or stability.

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ву:		Vice President, Regulation & Utility Planning
	Ronald E. Davis	
By:	Ronald E. Davis	Vice President, Regulation & Utility Planning

SCHEDULE 80 GENERAL RULES AND PROVISIONS

- d. Actions taken to conserve energy at times of anticipated deficiency of resources. Such actions are expected to be taken only when a regional deficiency exists. Actions by the Company will be integrated with actions of other utility systems in the region taken to meet regional deficiencies. Where governmental action has designated authority to proclaim power emergencies, such actions would be implemented by the Company in accordance with proclamation of such authority. The Company shall make determinations of load curtailment requirements in the absence of such authority, and the Company may, in the absence of proclamation by such authority, if the Company deems it essential to maintaining the integrity of its system or its ability to provide a power supply, implement the actions enumerated hereinafter. Action by civil authorities and by the Company to obtain load curtailment by Customers other than Major Use Customers are intended to effect appropriate approximate equality of curtailment amongst all Customers. If curtailment actions are undertaken, then to the extent permitted by the operating characteristics of the electrical system, such actions will be accomplished in the following sequence unless it is necessary in the sole judgment of the Company to vary said sequence in order to protect system performance, integrity, reliability, or stability. The enumerated actions may also be taken simultaneously, or within a short period, as the situation may require.
 - (1) Curtailment by voluntary curtailment of nonessential uses.
 - (a) Initiate curtailment of all nonessential Company use.
 - (b) Request to public news media that all Customers voluntarily curtail all nonessential uses.
 - (c) Request curtailment of nonessential use by governmental agencies and institutions at all levels.
 - (d) Request voluntary curtailment of nonessential use in all large buildings.
 - (e) Direct specific requests to Major Use Customers for voluntary curtailment of nonessential use.

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SCHEDULE 80 GENERAL RULES AND PROVISIONS

- (2) If additional curtailment is required: intensify request to the public, including request to curtail less essential uses, and with notice that if curtailment does not occur, mandatory curtailment would be required. If possible, action under this sub-section would be implemented in advance of the time it is predicted that involuntary curtailment may be needed.
- (3) In the event it appears that the above actions will not provide the required load curtailment, the Company will take the following actions, after given notice to the Commission:
 - (a) Implement nonvoluntary curtailment in accordance with governmental directives or, in absence thereof, implement nonvoluntary curtailment of all Major Use Customers by a percentage of Base Period load, which percentage shall be identical for all such Customers.
 - (b) Provide on request Base Period load and current consumption figures to civil authorities.
 - (c) Inform all Customers other than Major Use Customers of the recommended means of achieving comparable load curtailment.
 - (d) In addition to the foregoing, the Company may utilize operational procedures, including voltage reduction and interruption of service, as necessary to maintain integrity of service. Public notice will be given through news media before such operational procedures are implemented.
- (4) As used in this rule:
 - (a) "Major Use Customer" is a customer who used 75,000 kWh in any monthly billing cycle in the Base Period or who would use 75,000 kWh (without curtailment) in any monthly billing cycle in the 12month period beginning the previous August 1.

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- (b) "Base Period" is the corresponding monthly billing cycle in a 12month period ending the previous July 31.
- (5) The Base Period loads of Major Use Customers will be adjusted to take into account installed increase in normal load. Customers becoming Major Use Customers in the period after August 1 of the curtailment year by reason of increased usage shall have a Base Period load determined by the Company on the basis of the projected usage before curtailment.
- (6) The Base Period loads of customers other than Major Use Customers may be modified where additional load requirements have occurred and where such additional load cannot be avoided during the curtailment period. A customer desiring such modification shall notify the Company with description of reasons therefor.
- (7) Prior to implementing action set forth in subsection (3)(a), the Company will establish the Base Period load for Major Use Customers in consultation with such customers, where required.
- (8) In the event a customer and the Company cannot agree on the Base Period load, the matter may be submitted by the customer to the Commission and, pending final decision by the Commission, the Base Period load shall be that determined by the Company.
- (9) The percentage specified for mandatory curtailment under subsection (3)(a) may be increased or decreased as system conditions require.
- (10) If competent public authority determines that differing percentage curtailment should apply to different uses of power, the percentages provided for under §(3)(a) will be modified accordingly.
- (11) Any customer who considers that curtailment in accordance with the provisions of this rate schedule shall impose an unusual and excessive hardship upon him may present his reasons therefor, and a statement of the facts supporting such reasons, to the Commission.

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SCHEDULE 80 GENERAL RULES AND PROVISIONS

- (12) Customers may schedule load curtailment in any period and in any manner to minimize economic costs, hardship, or inconvenience, provided that the required load curtailment (if determined on other than a daily basis) shall be assured within each period, such period not to be longer than one month.
- (13) The Company shall have the right to inspect the customer's facilities and operating schedules to determine whether the customer has complied with load curtailment required under §(3)(a) through §(3)(c). If a customer has not so complied and continues to fail to comply after receiving notice of non-compliance from the Company and adequate time to cure, the Company may discontinue service to such customer until it is assured that the customer will comply with directed load curtailment.
- BILLING The provisions of this Schedule are applicable, with the exceptions noted below, to all Customers served under rate schedules for electric service filed in this tariff.
 - a. Bi-Monthly Billing The Company generally reads meters and issues billings to its customers on a bi-monthly basis. The following procedure is used in applying monthly rate schedules on a bi-monthly basis:
 - (1) The rates per kWh in the monthly rate schedules remain in effect; the kWh blocks to which these rates apply are multiplied by two (2) for computing the bi-monthly kWh charges.
 - (2) The rates for fixed KW Demand in the monthly rate schedules are multiplied by two (2) for computing the bi-monthly Demand charges.
 - (3) The basic or minimum charges in the monthly rate schedules, whether fixed or based on maximum KW Demand or connected load, are multiplied by two (2) for computing the bi-monthly basic or minimum charges.

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SCHEDULE 80 GENERAL RULES AND PROVISIONS

(Continued)

b. Other than Bi-Monthly Billing

- (1) Monthly Billing Indicating and recording Demand meters used for billing purposes will be read and billings issued on a monthly basis. The Company may, at its option, read meters and issue billings on a monthly basis to certain customers who would customarily be billed on a bi-monthly basis under 13.a. above.
- (2) Each special meter reading, with or without a special billing, made at the request of the Customer, shall be subject to a charge of five dollars (\$5.00) per reading per meter.

c. Proration of Electric Service Bills

- (1) Method of Proration: Demand (KW) and Energy (kWh) blocking for prorated billing periods, where applicable, will be determined by dividing each block in the tariff schedule by the number of days in the regular billing period (or by 30 for monthly or by 60 for bi-monthly billing if there is no complete billing period), and multiplying the result by the actual number of days service was used under the applicable tariff. Where proration applies to basic charges, minimum charges, rental rates, and street light rates, the monthly charge shall be divided by the number of days in the regular billing period (or by 30 for monthly or by 60 for bi-monthly billing if there is no complete billing period) and multiplying the result by the actual number of days service was used under the applicable tariff.
 - Where proration applies, kilowatt-hours shall be assumed to have been used by the customer on a uniform kilowatt-hour-per-day basis.
- (2) Applicability of Proration: Bills shall be prorated to reflect changes in meter reading dates, schedule changes, or changes in general or surcharge rates. Proration for these purposes shall apply to all schedules, and to all components of rates, including basic charges, minimum charges, rental rates, street light rates, and demand and energy block rates.

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SCHEDULE 80 GENERAL RULES AND PROVISIONS

(Continued)

Opening and Closing Bills - There shall be no proration of the following to reflect service for less than a complete billing period as a result of beginning or discontinuing service: basic charge under any schedule, or energy blocks under residential Schedule 7. All other components of rates under all schedules shall be prorated to reflect service for less than a complete billing period as a result of beginning or discontinuing service.

- 14. PAYMENT OF BILLS Bills are due and payable on the date rendered and become past due after fifteen (15) days unless specified otherwise on the bill. All bills are payable at an office or authorized pay station of the Company or to an authorized Company employee. When Company employees are outside of a Company office to reconnect a Customer's service, they may only accept payment in the form of checks or money orders. Bills shall be deemed received upon personal delivery to Customers or three (3) days following the deposit of the bill in the United States Mail or following electronic billing to the Customer's last known address. Failure to receive a bill will not relieve the Customer of the obligation to pay for service provided or affect the date the bill becomes past due. Customers may elect to receive bills and pay for electric service electronically, whereupon the following provisions shall apply:
 - a. ELECTRONIC BILLING AND PAYMENT LARGE NON-RESIDENTIAL Any large non-residential Customer, upon approval by the Company, may elect to receive bills and pay for electric service electronically. Any non-residential Customer electing this option shall execute an agreement acceptable to the Company which incorporates by reference and is consistent with these General Rules and Provisions ("Agreement"). The Agreement shall establish the rates, terms and conditions governing the receipt and payment of bills for electric service electronically, subject to the following:
 - (1) Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive bills and payments electronically.

(K) Transferred to Sheet No. 80-m.1		
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By: Steve Secrist	Director, Rates & Regulation	

SCHEDULE 80 GENERAL RULES AND PROVISIONS

(Continued)

- (2) Bills and payments may be transmitted electronically between the parties either directly or through any third party service provider with which either party may contract. Either party may modify its election to use, not use or change a third party service provider upon a minimum of thirty (30) days' prior written notice. Each party shall be liable for acts or omissions of its third party service provider while transmitting, receiving, storing or handling bills or payments, or performing related activities, for such party; provided, that if both parties use the same third party service provider to effect billing and payment, the originating party shall be liable for the acts or omissions of such third party service provider as to such bill or payment.
- (3) Each party shall bear the fees and other charges assessed by its designated banks and third party service provider.
- (4) Each party shall properly use such security procedures as are reasonably necessary to ensue that all transmissions of bills and payments are authorized and to protect its business records and data from improper access.
- (5) Each party shall adopt as its signature an electronic identification consisting of symbols or codes which are to be affixed to or contained in each approved bill or payment transmitted by such party. Any such signature of a party affixed or contained in any bill or payment shall be deemed sufficient to verify such party originated such item. Neither party shall disclose to any unauthorized person the signature of the other party.
- (6) If any properly transmitted bill or payment is received in an unintelligible or garbled form, the receiving party shall promptly notify the originating party (if identifiable from the received item) in a reasonable manner. In the absence of such notice, the originating party's records of the contents of such item shall control.
- (7) A bill by means of an electronic transfer shall be deemed received upon transmission to Customer or the Customer's third party service provider by the Company.

(M) Transferred from Sheet No. 80-m (K) Transferred to Sheet No. 80-m.2

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By:	& Sit	Director, Rates & Regulation
•	Steve Secrist	<u> </u>

SCHEDULE 80 GENERAL RULES AND PROVISIONS

(Continued)

- (8) A payment by means of an electronic transfer shall be deemed received when Customer's bank has credited the Company's account. Electronic payment from Customer shall be considered timely if the transfer is completed no later than the due date indicated on the bill.
- (9) Each party may change its designation of an account or bank by written notice to the other party. Any such change shall be effective no sooner than thirty (30) days after notice of such change from the party entitled to make the original designation is received by the other party or such earlier time as the party receiving notice may agree in writing.
- (10) Neither party will initiate any electronic transaction for the purpose of debiting a bank account of the other party.
- b. ELECTRONIC BILLING PRESENTMENT AND PAYMENT Any Customer, upon approval of the Company, and where the Company has the ability and the interface facilities exist (including but not limited to software), may elect to receive bills and pay for electric service through an electronic billing presentment and payment (EBPP) system in which the Company participates. Participation in EBPP systems will be at the discretion of the Company. Payment due dates and all other conditions of service shall be the same as for Customers not choosing an EBPP system. Any and all fees charged to the Customer by the EBPP service will be the responsibility of the Customer.

In the event the Customer makes a payment of less than the total amount of bill rendered which amount includes any previous balance owing, the Company shall apply said payment first to the previous billing charges and the remainder, if any, to the current billing charges unless otherwise agreed to by the Company.

(M) Transferred from Sheet No. 80-m.1 (K) Transferred to Sheet No. 80-m.3

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	Steve Secrist	

SCHEDULE 80 GENERAL RULES AND PROVISIONS

(Continued)

15. BUDGET PAYMENT PLAN - A plan of equalized payments is available to all residential customers and is offered as an alternative plan to customers who qualify for the moratorium on termination of service as set forth in WAC 480-100-072, Payment Arrangements and Responsibilities. Customers may join the plan at any time if their account carries a balance owing for no greater than the prior two (2) months billing, and if the customer has not been removed from the plan for non-payment within the previous six months. At the Company's discretion, a customer may be allowed on the Budget Payment Plan with greater than the prior two (2) months billing or may be reinstated on the plan even though removal from the plan has occurred within the previous six months. At the Company's option, the plan may be offered to nonresidential customers.

A customer electing to utilize the plan shall agree to make monthly payments based on the Company's estimate of the customer's electric charges for the period through the next June 30 plus the outstanding account balance. Future electric charges shall be based on previous or estimated kilowatt-hour usage multiplied by the present average residential rate (based on consumption) plus other authorized tariff charges. The monthly payment amount shall be determined by dividing the estimated charges plus the outstanding balance by the number of months until the next June 30.

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By:	Swort	Director, Rates & Regulation
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SCHEDULE 80 GENERAL RULES AND PROVISIONS

(Continued)

The Company does not guarantee that the total actual charges may not exceed or be less than its estimate. The Company will review the account on a quarterly basis and may revise its estimate in response to changing rates or variations in the amount of service used. The Company may require that customers pay a revised monthly amount as a condition to continuing participation in the plan.

This plan shall remain in effect from year to year, subject to review of the monthly payment amount, and shall terminate when: (1) the Customer notifies the Company to terminate participation in the plan; (2) the Company notifies the Customer of the termination of its budget payment plan; (3) the Customer no longer takes service at the premises; or (4) the Customer is delinquent in the amount of two or more monthly payments. However, if the Customer eliminates the delinquency, removal from the plan will not occur. Upon termination of either electrical service or participation in the budget payment plan, any amount owed by the Customer for actual charges shall immediately become due or any amount due the Customer shall be refunded as soon as possible.

16. DEPOSITS - Under the circumstances described in WAC 480-100-113 (1) or (2) and WAC 480-100-118 (1), as amended hereafter from time to time, including failure to establish a satisfactory credit history, the Company may require a guarantee deposit equal to two-twelfths of the annual billings estimated by the Company for monthly billed accounts or three-twelfths of the annual billings estimated by the Company for bi-monthly billed accounts plus such additional amounts as conditions warrant in accordance with WAC 480-100-113 (7) or WAC 480-100-118 (4).

Interest on deposits held will be accrued from the date of deposit to the date of refund of deposit, application of deposit to delinquent account, or termination of service, whichever first occurs, at a rate based upon the one-year Treasury Constant Maturity calculated by the U.S. Treasury, as published in the Federal Reserve's Statistical Release H.15 on January 15 of each year. Deposits would earn that interest rate beginning January 15 through January 14 of the subsequent year. Interest shall be computed from the day the deposit is made to the day of refund or when applied to the Customer's account. Interest on deposits shall be payable annually by check or by crediting the account of the Customer or compounded annually, at the Company's option. At the time the deposit is refunded or applied to the Customer's account, interest accrued shall be similarly refunded or applied.

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(K) Transferred to Sheet No. 80-o

Issued: April 22, 2003 **Effective**: May 23, 2003 **Advice No.**: 2003-07

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y: George Pohndorf **Ti**

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Title: Director, Rates & Regulation

SCHEDULE 80 GENERAL RULES AND PROVISIONS (Continued)

Deposits plus accrued interest shall be refunded when the Customer has for twelve consecutive months paid for services when due in a prompt and satisfactory manner. Deposits (including the transfer of deposits, the extended payment of deposits, alternative to deposits, and method of refund of deposits) shall be subject to applicable provision of WAC 480-100-113 or WAC 480-100-118, as amended hereafter from time to time. Upon termination of service, for any cause whatsoever, the Company shall refund to the Customer the amount then on deposit plus accrued interest less any amount as then shall be due the Company by the Customer.

17. DISCONTINUANCE OF SERVICE:

a. By Customer – When a discontinuance of service occurs at Premises served by the Company, notice of such discontinuance must be given at the office of the Company prior to the date of such change, and such notice shall be effective to terminate any obligation of the Company to render service to that Customer after the date of such change. The outgoing Customer shall be held responsible for all service supplied at that Premises until such notice has been received by the Company, except that service which is the responsibility of a subsequent Customer.

A Customer may designate a third party to receive notice of termination or other matters affecting the provision of service. When the Company discovers that a Customer appears to be unable to comprehend the impact of a termination of service, the Company shall consider an appropriate social agency to be the third party. In either case, the Company will not effect termination of service until five business days after provision of notice to the third party.

- b. By Company Service may be discontinued by the Company for any of the following reasons, as described in WAC 480-100-128, as hereafter amended from time to time:
 - (1) For non-payment of bills or any proper charges including deposit, as provided in the tariff of the Company. However, the Company will cease discontinuance in areas with inclement weather events, which are days characterized by extreme cold and the average daily temperature is forecasted to be at or below 32 degrees Fahrenheit, and days characterized by extreme heat and the high daily temperature is forecasted to be at or above 90 degrees Fahrenheit. The Company will use the prior day's forecast as received from the National Weather Service.
 - (2) For the use of energy for purposes or properties other than that specified in the application.

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Jon Piliaris Title: Director, Regulatory Affairs

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SCHEDULE 80 GENERAL RULES AND PROVISIONS (Continued)

- (3)For willful waste of energy through improper or imperfect wiring, equipment, or otherwise.
- (4) When Customer's wiring or equipment does not meet the Company's standards or fails to comply with applicable codes and regulations.
- (5) For tampering with the Company's property.
- (6) In case of vacation of Premises by Customer.
- For refusal of reasonable access to Premises by the agents or employees of the Company, or (7) (C) the Company is otherwise unable to obtain access, for the purpose of reading meters, (C) performance of necessary maintenance, testing, installation, or removal of its facilities.
- (8) For violation of the rules of the Washington Utilities and Transportation Commission or the Company's service agreements or filed tariffs.
- (9) For use of equipment which adversely affects the Company's service to its other Customers, or (C) may result in detrimental impacts to the safety of those Customers or other persons, Customers' I equipment or property, or utility service. (C)
- (10) For fraudulent obtaining or use of service.
- (11) For placement, construction, or maintenance of any structure, vegetation, or other object upon the Customer's premises which, in the Company's judgment unreasonably endangers the safe and reliable operation or maintenance of the Company's overhead or underground electrical facilities.

The right to discontinue service for any of the above reasons may be exercised whenever and as other as such default shall occur, and neither delay or omission on the part of the Company to enforce these rules at any one or more times shall be deemed a waiver of its right to enforce the same at any time, except as provided below, so long as default continues.

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SCHEDULE 80 GENERAL RULES AND PROVISIONS (Continued)

17. DISCONTINUANCE OF SERVICE: (Continued) (T) (C) Discontinuance of service shall be subject to applicable provisions of WAC 480-100-028, as hereafter amended from time to time. Such conditions include a requirement that, except in the case of danger to life or property, fraudulent use, impairment of service or violation of law, in which case the Company may discontinue service without notice, (1) the Company-provide at least two (C) separate disconnection notices to the Customer to advise the Customer of the pending (C) disconnection and the reasons therefor and (2) written notice of disconnection be served on the Customer as a first notice. Such written notice shall be served on the Customer by mail (in which (C) case the notice shall be deemed received three calendar days after deposit of the notice in the mail (T)to the Customer's last known address) or at the Company's option by personal delivery. Such personal delivery shall be deemed served on the Customer upon handing of the notice to a person of apparent competence in the residence or, if a business account, to a person employed at the Customer's place of business. If no person is present to receive such written notice, such personal delivery shall be deemed served on the Customer upon attachment of the notice to the primary door of the residence unit or business office at which service is provided. In addition, the Company will (N) provide an electronic copy of the notice, if the Company has such contact information for the Customer and the Customer has consented to electronic delivery of notices, at the time the Company mails or delivers the paper copy of the notice, and (3) the Company will provide the second disconnection notice electronically, if the Company has such contact information and Customer consent to electronic delivery of notices, at least two business days before the disconnection date, and by either (a) personal delivery, (b) mailed notice, or (c) telephone contact. (N) Service shall not be disconnected, in the case of notice by mail, prior to the eighth business day

Where telephone contact is elected, at least two attempts to reach the Customer will be made during the Company's regular business hours. Where the Customer does not have a telephone or the Company has been unable to reach the Customer by telephone, a written notice will be mailed a minimum of three business days prior to the intended date of disconnection.

following deposit of the notice in the mail or, in the case of notice by personal delivery, prior to 5:00

p.m. of the first business day following delivery or service of such written notice.

If service is not disconnected within ten working days of the first day on which disconnection may be effected and in the absence of other mutually acceptable arrangements, that disconnection notice shall become void and a new notice shall be required prior to disconnection of service.

(K) Transferred to Sheet No. 80-R

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Jon Piliaris Title: Director, Regulatory Affairs

SCHEDULE 80 GENERAL RULES AND PROVISIONS (Continued)

17. **DISCONTINUANCE OF SERVICE:** (Continued)

If the Company initiates discontinuance of service and the service address is different from the billing address, the Company shall also provide prior notice of such discontinuance to the service address unless the Company determines the Customer of record and the service user are the same party. Discontinuance of service shall not occur earlier than five business days after provision of notice to the serving address.

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If a Customer of record initiates discontinuance of service where the service address is different from the billing address and the Company discovers that the service user has no prior notice of discontinuance, the Company shall delay discontinuance at least one complete business day following notice to the actual service user.

The Company will postpone termination of service for thirty days, or will reinstate service for thirty days if already terminated, upon receipt by the Company of a certificate by a licensed physician, nurse practitioner or physician's assistant, which states that termination of service will aggravate an existing medical condition or will create a medical emergency for a permanent occupant of the premises affected. The certificate of medical emergency must be in writing, either electronic or paper, and show clearly the name of the person affected and the nature of the medical emergency.

The Company shall restore service where the causes for discontinuance have been removed and payment has been made of all proper charges due including proper deposit and including the reconnection charge. The Company shall not be required to provide service and may interrupt or discontinue service if all or any portion of its facilities or operating rights necessary to provide service are taken through the exercise of the power of eminent domain or are taken under threat thereof or are otherwise lost, terminated, or canceled.

- (M) Transferred from Sheet No. 80-Q
- (K) Transferred to Sheet No. 80-R.1

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Jon Piliaris **Title:** Director, Regulatory Affairs

SCHEDULE 80 GENERAL RULES AND PROVISIONS (Continued)

18. CONNECTION AND RECONNECTION CHARGES: The Company shall collect a charge for a visit by a Company representative to the Customer's service address for the purpose of reconnection of service whenever (1) service has been discontinued for failure of a Customer to comply with these Rules or the Washington Administrative Code, or (2) service has been discontinued for one year or less due to vacancy or any other reason (including seasonal service), and the former Customer or a former tenant (who was a tenant at the time of disconnection) requests reconnection. The Company shall collect a charge for a visit by a Company representative to the Customer's service address for the purpose of connection of service whenever service is connected at the request of a Customer that is new to the location. The connection or reconnection charge does not apply to connection of new Service Lines constructed under the provisions of Schedule 85. If satisfactory arrangements for payment of all proper charges are made with the Company during normal service hours (7:30 a.m. through 6:30 p.m. Monday through Friday, except holidays), the charge for connection shall be \$24.00 and for reconnection shall be \$37.00. If such payment arrangements are made with the Company other than during normal service hours and the Company agrees that service will be connected or reconnected other than during normal service hours due to Customer request, the charge shall be \$61.00 for connection and \$74.00 for reconnection, except if service is to be connected or reconnected during normal service hours, the charge for connection shall be \$24.00 and for reconnection will be \$37.00. In addition, if such arrangements for payment are made between the hours of 6:30 p.m. and 7:30 a.m. (the following day), the connection or reconnection shall be completed during normal service hours except where the Company determines that conditions warrant otherwise. If such payment arrangements include an employee picking up payment at the Customer's premise, such payment shall be in the form of a check or money order unless the Company determines that conditions warrant otherwise. Conditions that warrant Company review include medical emergencies and a Customer disconnected in error. The amounts charged for connection or reconnection shall also apply to non-safety-related service calls for the Customer's convenience such as (1) when the Customer does not provide access, or (2) fails to cancel a service call, or (3) when the Customer's equipment beyond the Point of Delivery is the cause of the service call.

<u>COVID-19 Pandemic Exception</u>: The Company shall suspend its collection of the reconnection charge until 30 days after the Commission issues its Order Adopting Rules or otherwise determines these charges in Docket U-210800.

Effective: March 31, 2022

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Issued: March 30, 2022 **Advice No.:** 2022-07

By Authority of LSN Order 01 of the Washington Utilities and Transportation Commission in Docket UE-220221

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Jon Piliaris Title: Director, Regulatory Affairs

SCHEDULE 80 GENERAL RULES AND PROVISIONS

(Continued)

19. VOLTAGE, FREQUENCY, AND PHASE - Electric service furnished under this tariff will be alternating current, 60 hertz, single- or three-phase at one of the nominal standard secondary voltages given below:

Single Phase- 120/208 3 wire (c)

120/240 3 wire (d)

Three Phase- 120/240 4 wire (a)

120/208 4 wire 277/480 4 wire

240 3-wire or 480 3-wire (b)

(a) Available only at the option of the Company's engineer

- (b) At the option of the Company, these voltages shall be available only at locations receiving this service prior to April 4, 1977.
- (c) Available only if 120/208 secondary is existing at location at the time of application for service.
- (d) Available for loads up to a maximum demand of 100 kW. Larger loads may be served if determined feasible by the Company's engineer.

If the Customer requires any other than the above-listed nominal standard secondary voltages and it is necessary to provide special transformers or auto-transformers, such equipment shall be supplied at the Customer's expense. Special voltage arrangements are subject to review and approval by the Company's engineers.

At its option, the Company may supply service to a Customer at a phase other than specified in the rate schedule subject to payment by the Customer for actual additional costs of providing such service.

Delivery at Primary voltage shall be made only when specified in rate schedules or by special contract. Insofar as practicable the Company shall maintain standard voltage on its distribution systems, subject to variations within reasonable limits. The Company does not guarantee against loss or reversal of one or more phases in a three-phase service, and shall not be held responsible for damages caused by any of the above conditions where occasioned by circumstances beyond its reasonable control.

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Ву:	Ronald E. Davis	Vice President, Regulation & Utility Planning

SCHEDULE 80 GENERAL RULES AND PROVISIONS (Continued)

The Company shall test for excessive voltage fluctuations at its own expense where there is reasonable indication of a need therefor, but requests for voltage checks by the Customer shall be subject to payment for the cost thereof if they are more frequent than once in any twelve-month period, unless excessive voltage fluctuation is found to exist.

20. METERING:

a. The Company shall furnish, own, and maintain all meters, instrument transformers, phase shifting transformers, test switches, and connecting circuitry necessary for measuring electricity used by the Customer. The Company shall make no charge for furnishing and installing meters. The Company, in its sole judgment, shall determine the type of meters and other equipment to be installed.

(N) (N)

The Company, at its option, may meter delivery to Customers at Primary or Secondary voltage, or at points other than the Point of Delivery and apply an adjustment factor to compensate for losses if appropriate.

(C) (C)

An accurate record shall be kept by the Company of all meter readings and such record shall be the basis for determination of all bills rendered for service. Should any meter fail to register correctly the amount of electricity used by the Customer, the amount of such use will be estimated by the Company from the best available information.

The Company, at its expense, shall initiate a test of the accuracy of a meter within ten (10) working days after receipt of the request from the Customer, provided the Customer does not make a request for a test more frequently than once in any twelve-month period. If, at the Customer's request, the meter is tested more frequently than once in twelve months and the results of the test show the meter to be either slow or registering within the allowable limits as reported by the Company, then the Customer shall pay a \$121.00 charge for the meter test. If the meter is found to be fast beyond the allowable limit, the Company shall assume the cost of the test.

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Ken Johnson Title: Director, State Regulatory Affairs

Bv.

SCHEDULE 80 GENERAL RULES AND PROVISIONS

- b. Statement of Meter Test Procedures:
 - (1) Purpose: To provide a statement describing the test method employed and equipment used to determine the accuracy of meters in compliance with WAC 480-100-176 and WAC 480-100-201.
 - (2) Description of Meter Testing Equipment: The Company utilizes precision solid-state watt-hour reference standards that are traceable to the national watt-hour standard maintained by the National Institute of Standards and Technology (NIST, formerly National Bureau of Standards). Test boards are used for bulk testing and calibration of kilowatt-hour meters in the meter shop and field test boxes are used in testing meters installed on customer premises.
 - (3) Accuracy of Test Equipment: Every 24 months the Company shall intercompare its meter laboratory standards with an NIST standard in accordance with NIST's published Measurement Assurance Program for Electric Meters (NBS Technical Note 930). Annually, the Company meter laboratory calibrates each test board and field test box.
 - (4) Method:
 - (a) General: For the purposes of verifying accuracy, meters are categorized into three test groups: new meters not previously installed, in-service meters that are tested periodically, and in-service meters that are sample tested. Testing procedures as outlined in American National Standards Institute (ANSI) C12.1 are applied to these meters.
 - (b) New Meters: All new meters shall be 100% tested by the manufacturer or by the Company upon receipt. The manufacturer shall forward the certified final production test results to the Company for each new meter. The Company shall then enter this information onto the meter

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SCHEDULE 80 GENERAL RULES AND PROVISIONS

(Continued)

history record system for storage. In addition, the Company shall verify the manufacturer's test results by testing a selected group of meters and perform an analysis/comparison of the Company's test results with the results provided by the manufacturer.

In the event the "as found" accuracy of one or more meters in the verification tests exceeds the limits 99.5% to 100.5% at full load or light load, further investigation shall be done to determine the source of inaccuracy. The rejection of the entire order may occur, depending upon the results of the investigation, or the meters may be re-calibrated to within the above accuracy limits at the manufacturer's expense.

- (c) In-Service Periodic: All meters installed on accounts billed under Schedule 46 and Schedule 49 shall be tested at least every 24 months. Any meter found with percentage error greater than defined by WAC 480-100-141 (± 2% from 100%) shall be calibrated or replaced as appropriate.
- (d) In-Service Sample: All in-service meters not serving Schedule 46 and Schedule 49 accounts shall be stratified by manufacturer and design type. The number of meters classified for testing shall be selected according to the most recent revision of ANSI/ASQC-Z1.9 for inspection level GII. Each year the Company shall randomly select a statistical sample of meters from each stratification from the master file of meters. For each meter that is tested, the test results shall be retained by the meter history records system in accordance with WAC 480-100-181 and WAC 480-100-211. If a meter is unable to be tested, a replacement meter shall be randomly selected.
 - (1) The testing performed shall be in accordance with latest revision of ANSI C12.1, Standards for In-Service Performance.
 - (2) The mathematical analysis used shall be based upon the latest revision of ANSI/ASQC-Z1.9, Section B, Part II.

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SCHEDULE 80 GENERAL RULES AND PROVISIONS

- (3) The acceptable quality level (AQL) used for analysis shall be 2.5%, which is the selected inspection level. AQL is defined as the maximum percentage of meters that are allowed to be outside the accuracy limits set by WAC 480-100-141.
- (4) A meter with a percentage error of greater than 5% in the "as found" test with a failure attributable to its environment shall be considered uniquely defective. This meter may be repaired in the field, if practical, or returned to the Company's Meter Department. In either case, the disposition and definition of failure shall be noted on the meter history record. The definition of failure shall be included in the annual meter analysis report by meter number.
- (5) For analysis, the test results for uniquely defective meters shall not be included in the numerical analysis. A replacement meter shall be selected for each uniquely defective meter.
- (6) The calculation of weighted average percent registration shall be in accordance with approved methods identified in the latest revision of ANSI C12.1, Standards for In-Service Performance.
- (7) The maximum acceptable weighted average percent. Registration is defined by WAC 480-100-141 as 2% from 100%.
- (8) If the weighted average percent registration of a group of meters does not meet the acceptability criteria, the Company shall develop a retirement plan.
- (9) Meters removed from service may be retired without tests or may be returned to service without being tested if they are covered by this inservice test plan. Each year the meter test results of the previous year shall be prepared and analyzed. These results and analyses shall be available for inspection by the WUTC.

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SCHEDULE 80 GENERAL RULES AND PROVISIONS (Continued)

20. METERING: (Continued)

- (e) Other Meters: Meters installed solely for the convenience of the Customer shall not be subject to in-service periodic or sample testing except at the expense of the Customer.
- (f) Sources:

ANSI C12.1, Test Methods

ANSI C12.1, Standards for In-service Performance

ANSI/ASQC-Z1.9, Sample Procedures and Tables for Inspection by Variables for Percent Non-conforming

c.	Statement of Smart Street Light Control Test Procedures:			(N)	
	(1)	Purpose: To provide a statement describing the test method employed and equipment used		-	
	1	to determine the accuracy of Smart Street Light Controls in compliance with WAC 480-100-		ı	
	;	343, Statement of meter test procedures.	(K)	I	
			1	ı	
	(2)	Description of Meter Testing Equipment: The Company utilizes precision solid-state watt-	1	ı	
		hour reference standards that are traceable to the national watt-hour standard maintained by	1	ı	
	1	the National Institute of Standards and Technology (NIST, formerly National Bureau of	1	ı	
	;	Standards). Test boards are used for testing of Smart Street Light Control in the meter shop.	1	ı	
		In-service testing utilizes a numerical analysis based on the latest revision of ANSI/ASQC-	1	ı	
		Z1.9, Section B, Part II, to validate equipment accuracy.	1	ı	
			1	ı	
	(3)	General: For the purposes of verifying accuracy, Smart Street Light Controls are categorized	1	ı	
	i	into two test groups: new Smart Street Light Controls not previously installed and in-service	1	ı	
	;	Smart Street Light Control. Testing procedures as outlined in American National Standards	ı	ı	
		Institute are applied to these Smart Street Light Controls.	1	ı	
	;	a. New Smart Street Light Controls: The Company shall require the equipment	ı	ı	
		manufacturer to provide certified final production test results to the Company for each	ı	ı	
		new Smart Street Light Control, in accordance with the latest revision of ANSI C12.1,	ı	ı	
		and shall accept, record and retain that test of accuracy information at the equipment-	1	ı	
		level history record. In addition, the Company shall verify the manufacturer's test results	ı	ı	
		by testing a selected group of Smart Street Light Controls and perform an	- 1	ı	

(K) Transferred to Sheet No. 80-X.3

manufacturer.

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analysis/comparison of the Company's test results with the results provided by the

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Jon Piliaris Title: Director, Regulatory Affairs 1 1

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SCHEDULE 80 GENERAL RULES AND PROVISIONS (Continued)

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20. METERING: (Continued)

- c. Statement of Meter Test Procedures for Smart Street Light Controls: (Continued)
 - (3) General: (Continued)
 - b. In-Service Smart Street Light Controls: Each year the Company shall randomly select a statistical sample of in-service Smart Street Light Controls, conduct a numerical analysis based on the latest revision of ANSI/ASQC-Z1.9, Section B, Part II, to validate equipment accuracy, and record and retain that information at the equipment-level history record.

For Smart Street Light Controls within the selected sample, the Company shall identify expected usage based on lamp size, duration of use, and control settings. The expected usage shall be compared to the measured usage for each Smart Street Light Control to determine the relative variance. Any Smart Street Light Control found with a percentage error greater than defined by WAC 480-100-141 (+/- 2% from 100%) shall be replaced.

- (1) The sample size shall be determined upon the latest revision of ANSI/ASQC-Z1.9, Section B, Part 2.
- (2) The acceptable quality level (AQL) used for analysis shall be 2.5%, which is the selected inspection level. AQL is defined as the maximum percentage of Smart Street Light Controls that are allowed outside the accuracy limits set by WAC 480-100-141.
- (3) A Smart Street Light Control with a percentage error of greater than 5% in the "as found" test with a failure attributable to its environment shall be considered uniquely defective. This Smart Street Light Control may be repaired in the field, if practical, or returned to the Company's Meter Department. In either case, the disposition and definition of failure shall be noted on the equipment history record.

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(N) **SCHEDULE 80 GENERAL RULES AND PROVISIONS (Continued)** Т 20. METERING: (Continued) c. Statement of Meter Test Procedures for Smart Street Light Controls: (Continued) (3) General: (Continued) b. In-Service Smart Street Light Controls: (Continued) (4) For analysis, the test results for uniquely defective Smart Street Light Controls shall not be included in the numerical analysis. A replacement control shall be selected for each uniquely defective control. (5) The maximum acceptable percent registration is defined by WAC 480-100-141 as +/- 2% from 100%. (6) If the average percent registration of a group of Smart Street Light Controls does not meet the acceptability criteria, the Company shall develop a retirement plan. (7) Smart Street Light Controls removed from service may be retired without tests or may be returned to service without being tested if they are covered by this in-service testing plan. Each year the meter test results of the previous year shall be prepared and analyzed. These results shall be available for inspection by the WUTC. (8) Sources: ANSI C12.1, Test Methods ANSI C12.1, Standards for In-Service Performance ANSI/ASQC-Z1.9, Sample Procedures and Tables for Inspection of Variables for Percent Non-Conforming

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	SCHEDULE 80 GENERAL RULES AND PROVISIONS (Continued)	((N)
	GENERAL ROLES AND PROVISIONS (Continued)		i
21.	DEMANDS: Demand meters may be installed on any account when the nature of the Customer's equipment and operation indicates that a demand meter is required for correct application of the rate schedule.	(M) I I	
	All metered Demands or Connected Loads used for billing purposes shall be determined in kW, kVa, or HP or other quantity to three decimal places. Generally, demand meters shall not be installed on loads with an estimated Maximum Demand less than six (6) kW or eight (8) HP. Demands of such lesser loads shall be determined by a load check.	 	
22.	TEMPORARY SERVICE: Temporary service is electric service which, in the Company's opinion, is of an indefinite duration at the same location, and therefore may involve the retirement of Company investment before it can be amortized. Examples include, but are not limited to: service to contractors engaged in residential, commercial, or industrial construction; service to temporary, commercial enterprises such as gravel pits or Christmas tree lots; and service to occasional entertainment enterprises such as fairs and carnivals.	 	1 1 1 1 1 1 .
	A Customer requesting temporary service shall be required to pay costs of installation and removal of Company's facilities, including administrative overhead, and with credit allowed for material salvage value. In addition, the Customer shall pay the regular charge for electric service under the applicable rate schedule.	 	1 1 1 1 .
23.	SEASONAL SERVICE: Refer to paragraph 28, BILLING INITIATION CHARGE.	I (M)	
		(I (N)

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SCHEDULE 80 GENERAL RULES AND PROVISIONS

(Continued)

- 24. STANDBY SERVICE Emergency, breakdown, or other stand-by service shall be supplied by the Company only under special contract specifying the rates, terms, and conditions governing such service.
- 25. CONFLICT In case of conflict between any provision of any rate schedule and these General Rules and Provisions, the provisions of the rate schedule shall apply.
- 26. REACTIVE POWER CHARGE There shall be billed, as indicated in the applicable rate schedule, a charge per kilovolt ampere reactive hour (KVARH). However, the reactive power charge shall apply to only those electric loads with a monthly maximum Demand of 100 kW or higher. The meter used for the measurement of KVARH shall be ratcheted to prevent reverse registration. Customers may pay the Company at the following rates to reduce for a period of 30 years, the KVARH registered on a specific meter location: Schedule 11, 25, and 29 customers \$53.50 per KVAR; Schedule 12 and 26 customers \$27.62 per KVAR; Schedule 10, 31, and 35 customers \$17.37 per KVAR; and Schedule 43 customers \$47.24 per KVAR. After payment the following formula will be used to reduce the monthly metered KVARH: Purchased KVAR * 730 = Monthly KVARH credit. The KVARH credit is not transferable, except to a new customer at the same meter with a similar power factor. Customers shall be eligible for a prorated refund of amounts paid if necessary as a result of future changes in the method of billing.
- 27. SPECIAL CONTRACTS If the rates under any contract which the Company has with any of its Customers are not prescribed in any of the schedules specified in this tariff, such rate shall be changed:
 - a. By specific order of the Washington Utilities and Transportation Commission; or
 - b. upon the effectiveness of a change in the rates specified by the schedule for the most similar class of service under similar conditions:

in which cases the rates under such contract shall be deemed to be adjusted ratably on the same date. Thereafter, the Customer under the Contract shall pay for service at the adjusted rate.

Issued:	April 10, 1997	Effective: April 11, 1997	_
		Issued By Puget Sound Energy	
Ву:	Ronald E. Davis	Vice President, Regulation & Utility Planning	

SCHEDULE 80 GENERAL RULES AND PROVISIONS (Continued)

- 28. **BILLING INITIATION CHARGE:** A service charge of \$6.10 shall be made for each new service location established, change of responsibility at a service location, or request for or restoration of seasonal service at a given service location. Where separate new connections or changes are required for service billed on different statements at the same address, the Billing Initiation Charge shall be applied to each statement, unless service has been separated for the Company's convenience. Billing Initiation Charges shall not apply to the following:
 - a. When an additional service or meter is added at the same service location and billed on an existing statement.
 - When an owner or agent has agreed through written application to the Company to assume temporary responsibility for service to vacated Premises and does so prior to disconnection due to vacancy.
 - c. When a name change is requested following the death of a spouse.
 - d. Existing service locations that are part of an existing service territory of a municipality, other regulated or unregulated electric utility, or primary metered system that is acquired by PSE. Where a customer premises receives electric and natural gas service from the Company the Billing Initiation Charge shall be \$7.50 for coincidentally establishing service for both electricity and natural gas.

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29. **RETURNED ITEM CHARGE:** For each item a bank returns to the Company unpaid, the Company will charge \$16.00 plus the amount of the item to the account(s) where the item (such as a check, AFT transaction, debit or credit card payment) was originally credited. Where a Customer receives electric and natural gas service from the Company or has multiple electric or natural gas accounts and pays with one check or item, only one service charge will be applied. Upon adequate justification, such as a bank error, the Company may waive or reverse a returned item charge.

(K) Transferred to Sheet No. 80-Z.1

Issued: December 20, 2013 Effective: January 31, 2014

Advice No.: 2013-40

Issued By Puget Sound Energy, Inc.

Ken Johnson Title: Director, State Regulatory Affairs

SCHEDULE 80 GENERAL RULES AND PROVISIONS (Continued)

- 30. DISCONNECTION VISIT CHARGE: When a visit by a Company representative to the Customer's service address for the purpose of disconnection of service does not result in disconnection of service, a service fee of \$13.00 will be charged for each visit when the visit does not result in disconnection of service due to:
 - a. collection of payment from the Customer; or,
 - b. representation regarding payment by the Customer; or,
 - c. upon the Company and Customer agreeing to payment arrangements satisfactory to the Company; or,
 - d. the Customer has corrected a violation of rules that prompted the disconnection visit.

Where a Customer premises receives both natural gas and electric service, only one charge will be made for each disconnection visit. Disconnection visits will only be made following the required notice to the Customer.

<u>COVID-19 Pandemic Exception</u>: The Company shall suspend its collection of the disconnection visit charge until 30 days after the Commission issues its Order Adopting Rules or otherwise determines these charges in Docket U-210800.

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31. LATE PAYMENT FEE: A late payment fee of 1% per month may be assessed on all balances which remain unpaid more than 10 business days after the statement due date and will be added to the Customer's billing statement at the next subsequent billing date, provided that a late payment fee will not be assessed sooner than 30 calendar days after the bill mailing date. Imposition of the late payment fee will be delayed 30 days for Customers with delinquent balances who have demonstrated that they have made application to an agency for financial aid. Customers who participate in the Budget Payment Plan will be exempt from the late payment fee as long as they remain on the Budget Payment Plan. Customers who make payments arrangements with the Company for an unpaid amount or Customers with delinquent balances which would otherwise be assessed a late payment fee during a period in which the Company voluntarily elects not to perform disconnections for nonpayment will be exempt from the late payment fee, assessed on this amount.

Issued: March 30, 2022 Effective: March 31, 2022

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By Authority of LSN Order 01 of the Washington Utilities and Transportation Commission in Docket UE-220221

Issued By Puget Sound Energy

Jon Piliaris Title: Director, Regulatory Affairs

8th Revision of Sheet No. 80-AA

Canceling the 6th Revision of Sheet No 80-bb, the 1st Revision of Sheet Nos. 80-cc, 80-dd, and 80-ee, the Original Sheet Nos. 80-ff, 80-gg, 80-hh, the 1st Revision of Sheet No. 80-ii, Attachments A through J to Schedule 80 and Canceling 7th Revision

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of Sheet No. 80-aa

PUGET SOUND ENERGY, INC. Electric Tariff G

SCHEDULE 80 GENERAL RULES AND PROVISIONS (Continued)

32. **INTERCONNECTION WITH ELECTRIC GENERATORS:** Provisions relating to the interconnection of and with electric generators now are included in Schedule 152 however those Schedule 152 provisions are incorporated into Schedule 80 by this reference as if the entirety of Schedule 152 and the attachments to Schedule 152 were included in Schedule 80.

Issued: November 20, 2013 Effective: October 3, 2014

Advice No.: 2013-30 Issued By Puget Sound Energy, Inc.

Ken Johnson Title: Director, State Regulatory Affairs

(D)

By: Suit John

SCHEDULE 80 GENERAL RULES AND PROVISIONS

(Continued)

- 33. INTERCONNECTION WITH GENERATORS FOR EMERGENCY SERVICE The terms defined in Section 32 of Schedule 80 also apply in this section unless otherwise clearly indicated. As provided in Section 32, Customers with generation of no more than twenty megawatts (20 MW) for emergency service ("Generation" or "Generator" herein) may be Interconnected with and Operate In Parallel with the Company's electric system for less than one-half second, only upon notification to the Company and following written approval by the Company. Generators larger than twenty megawatts (20 MW) used for emergency service may only be Interconnected with and Operate In Parallel with the Company's electric system upon execution of an agreement that is acceptable to the Company.
 - a. Written Approval The Company will issue written approval only following review and approval of the design of the Interconnection and related Interconnection Facilities, including interconnection protection equipment and following the Company's witness of acceptable operation of Interconnection Facilities. Approval of the design of the Interconnection Facilities and satisfactory operation shall be at the sole judgment of the Company. For Generators less than 1 MW that Operate In Parallel for less than one-tenth (1/10) second the Company may choose to not review the Interconnection, Interconnection Facilities or have a witness test prior issuance of written approval, such choice to review or not review shall not set any precedence. All existing Generators Interconnected prior to September 1, 2009, are considered to have written approval for Interconnection.
 - b. Term of Written Approval The Company's written approval remains in effect only as long as the interconnection protection equipment is properly maintained and remains in satisfactory operating condition and continues to meet current Standards and applicable codes. If the Parallel Operation of the Customer's Generation negatively impacts the Company's electrical system or the operation thereof, or negatively impacts any of the Company's other Customers, written approval is deemed to be revoked.
 - c. Disconnection of Generation The Company shall have the right to disconnect any Generator at the PCC under the following circumstances: (i) the Interconnection has not received the Company's written approval, (ii) written approval is no longer in effect or has been revoked, (iii) if the Generation or Interconnection Facilities does not meet current required Standards or codes, (iv) if the Generation at any time adversely affects or endangers any person, the property of any person, the Company's operation of its electric system or the quality of electric service to any other Customer. Disconnection may occur without notice. Where no disconnect switch is provided, disconnection will result in disconnection of Electric Service and the Customer agrees that disconnection may occur without notice and waives rights to notice as provided in WAC 480-100-128(3).

Issued: October 5, 2009 Effective: November 5, 2009

Advice No.: 2009-25

Issued By Puget Sound Energy

By: Tom DeBoer Title: Director, Federal & State Regulatory Affairs

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SCHEDULE 80 GENERAL RULES AND PROVISIONS

(Continued)

- d. Costs of Interconnection The Customer shall be responsible for all costs of Interconnection, including any changes necessary to the Company's system, but shall not be responsible for the Company's cost of review and approval of the Interconnection design and witness test. The Company's Standards or applicable codes may change from time to time, the cost of compliance with such revised Standards or codes shall be the Customer's.
- e. Risks of Interconnection The Customer assumes the risk of all damages losses, costs and agrees to indemnify the Company, its successors and assigns, and their respective directors, officers, employees and agents, from and against any and all claims, losses, costs, liabilities, damages and expenses including, but not limited to, reasonable attorneys' fees, resulting from or in connection with any Interconnection approved by the Company or which may occur or be sustained by the Company on account of any claim or action brought against the Company for any reason, including, but not limited to, loss to the electrical system of the Customer caused by or arising out of any electrical disturbance.

The Customer assumes the risk of all damages, losses, costs and expenses and agrees to indemnify the Company, its successors and assigns, and their respective directors, officers, employees and agents, from and against any and all claims, losses, costs, liabilities, damages and expenses including, but not limited to, reasonable attorneys' fees, resulting from the death or bodily injury to any person, including, but not limited to, the officers, employees, agents and subcontractors of either the Company or Customer, to the extent arising out of the Customer's negligence or willful misconduct. In connection with any action to enforce the Customer Generator's obligations under this Section with respect to any claim arising out of bodily injury (including death) of any employee of Customer, Customer waives any immunity, defense or other protection that may be afforded by any workers' compensation, industrial insurance or similar laws (including, but not limited to, the Washington Industrial Insurance Act, Title 51 RCW). This Section will not be interpreted or construed as a waiver of Customer's right to assert any such immunity, defense or protection directly against any of its own employees or such employee's estate or other representatives.

The provisions of this Section shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any insurance policy.

The Company shall have no liability, ownership interest, control or responsibility for the Customer's Electric Generator or its Interconnection with the Company's electric system, regardless of what the Company knows or should know about the Customer's Generator or its Interconnection.

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Issued By Puget Sound Energy

Tan DiBon Tom DeBoer By: Title: Director, Federal & State Regulatory Affairs

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SCHEDULE 80 GENERAL RULES AND PROVISIONS (Continued)

- 34. CONSTRUCTION OF ELECTRIC FACILITIES: This section provides for the recovery of Company Costs for Projects requested or required by a Requesting Entity including, but not limited to, Projects resulting from requirements or conditional requirements of a permit or ordinance issued or passed by a Governmental Entity after the initial effective date of this provision. The Company shall not be obligated to undertake requested or required Projects if, in the Company's sole judgment, the Projects are not feasible, are impracticable, are not able to be permitted, or will result in an unreliable or less reliable electric system.
 - a. Definitions The following terms, when used in this rule, shall have the meanings listed below whether capitalized or not, unless clearly indicated otherwise. Terms defined in this section control, even if the term is defined in section 2 of this Schedule 80 or elsewhere in this tariff. Terms defined in section 2 of this Schedule 80 that are not in conflict with terms defined in this section will have the meanings given in section 2.
 - i. Costs: All costs including, but not limited to, costs to produce an estimate of costs, costs for engineering, surveying, pre-construction coordination, reviewing plans and proposals, permits, land, Operating Rights, materials, labor, backfill, traffic control, acquisition and construction of access roads, disposal of spoils and other materials, removal or relocation of electric or other facilities conflicting with the route or location of construction, restoration, replacement, re-engineering and change orders, future increased operating and maintenance costs over the life of the facilities installed, taxes and overheads. Costs shall be determined by the Company using its own cost estimating system in conjunction with sound engineering practices.
 - ii. Electric Facilities: All necessary electrical and non-electrical components of the electric system including, but not limited to materials, excavation, backfill, land, access roads and Operating Rights that are necessary, in the Company's sole judgment, in order for the Company to provide Electric Service to Customers.
 - iii. Government Entity: Any agency, instrumentality, or other entity of municipal, county, state or federal government, including multi-jurisdictional agencies, instrumentalities, and entities.

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SCHEDULE 80 GENERAL RULES AND PROVISIONS (Continued)

34. CONSTRUCTION OF ELECTRIC FACILITIES (Continued):

- a. Definitions (Continued)
 - iv. Operating Rights: All legal rights necessary, in the Company's sole judgment, for the installation, operation, maintenance, repair or replacement of all Projects constructed pursuant to this schedule, including, without limitation, rights of access over, under, across, or through real property, including real property not owned by the Requesting Entity. Operating Rights shall be obtained by the Requesting Entity for the Company prior to the commencement of construction of such Project. Operating Rights shall be evidenced by one or more written instruments in form and substance satisfactory to the Company. Where Operating Rights are subject to fee, the Requesting Entity shall be responsible for payment of such fee.
 - v. Project: Electric Facilities constructed, relocated or rebuilt at the request of a Requesting Entity or Electric Facilities that are constructed, relocated or rebuilt in a different manner than initially proposed by the Company upon request of a Requesting Entity. Projects exclude Projects or portions of Projects for line extensions to provide service to new customers under Schedule 85 of this tariff and conversion to underground under Schedules 73 and 74 of this tariff. A Project includes all Electric Facilities necessary to effectuate the request.
 - vi. Public Thoroughfare: Any municipal, county, state, federal or other public road, highway or throughway, or other public right-of-way or other public real property rights allowing for electric utility use.
 - vii. Requesting Entity: Any Government Entity or other party or entity requesting or requiring services provided under this schedule.

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SCHEDULE 80 GENERAL RULES AND PROVISIONS (Continued)

34. CONSTRUCTION OF ELECTRIC FACILITIES (Continued):

- b. Conditions On occasion a Requesting Entity requests or requires the undertaking of, or changes to, a Project relating to the electric system. In order for the Projects undertaken in response to such requests to result in rates for electric service that are fair, just, reasonable and sufficient, the following conditions apply:
 - The Company, in its sole judgment, shall determine the Cost of the Electric Facilities for Projects based on the location, route, design, phase, voltage, capacity, and type of facilities to be constructed in the Company's sole judgment and in accordance with Company standards.
 - ii. Where the location, route, design, phase, voltage, capacity, type or any other characteristic of Electric Facilities proposed to be used by the Company is requested or required by a Requesting Entity to be different from that proposed by the Company, and that change results in increased Cost for the Electric Facilities which may result in higher costs for electric service, the Requesting Entity requesting or requiring a change in the Electric Facilities, including, but not limited to, a change in location, route, design, phase, voltage, capacity or type of facilities, shall pay the Company for any and all increase in Cost due to such change. Where a change in Electric Facilities proposed by the Company is requested or required by a Requesting Entity, the increased Cost to be paid by the Requesting Entity shall include the cost of additional facilities that are necessary, in the sole judgment of the Company, to achieve the level of reliability of the Electric Facilities originally proposed by the Company, as well as the cost to enhance reliability beyond that proposed by the Company if the Project requested by the Requesting Entity is intended to enhance reliability for the Requesting Entity. Where a change in existing Electric Facilities is requested or required by a Requesting Entity, the Requesting Entity shall pay the Company for the cost due to such change, including the cost of additional facilities that are necessary, in the sole judgment of the Company, to maintain the existing level of reliability, as well as the cost to enhance reliability beyond the existing level of reliability if the Project requested by the Requesting Entity is intended to enhance reliability for the Requesting Entity. Where a Requesting Entity requests a Project that replaces existing Electric Facilities, the Requesting Entity shall pay the Company for all of its Costs, including, but not limited to, the cost of all Electric Facilities removed or no longer of use, due to such Project.

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SCHEDULE 80 GENERAL RULES AND PROVISIONS (Continued)

34. CONSTRUCTION OF ELECTRIC FACILITIES (Continued):

- b. Conditions (Continued)
 - iii. The Company, in its sole judgment, shall determine the construction techniques, facility location including separation from other utilities, route, electrical design, phase, voltage, capacity and electrical type of all Electric Facilities to be installed in accordance with its standards.
 - iv. The Company, in its sole discretion, may determine that the Project or route is not feasible or is impracticable. Zoning or other land use regulations that allow for limited or zero set-back of structures from the property line, thereby leaving inadequate space for the Company's Electric Facilities, and environmental regulations are two of the many items the Company will consider in order to determine feasibility. The Company may determine that a Project is not feasible if it results in less reliable service to any Customer.
 - v. The Company or its contractor shall construct all Projects unless the Company decides otherwise. The Company shall own, operate and maintain the result of all Projects and shall own all land provided and Operating Rights granted that are necessary for all Projects.
 - vi. The Costs of any future relocation of the Electric Facilities installed under the provisions of this section shall be paid by the Requesting Entity and the Requesting Entity shall provide all necessary Operating Rights for such relocation at no cost to the Company.
 - vii. The Company shall not be required to provide service, and may interrupt or discontinue service, if all or any portion of its facilities or Operating Rights are taken through the exercise of police powers or the power of eminent domain or are taken under threat thereof or are otherwise lost, terminated, or canceled.
 - viii. The Company may refuse any Project requested by a Requesting Entity that has the effect of reducing the reliability or capacity available to other Customers.

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SCHEDULE 80 GENERAL RULES AND PROVISIONS (Continued)

34. CONSTRUCTION OF ELECTRIC FACILITIES (Continued):

- c. Applicable Projects The provisions of this Section 34 shall apply to Projects involving Electric Facilities including, but not limited to, the following:
 - i. Electric Facilities operating at 50,000 volts or more that are submarine or underground facilities placed underwater or at or under the surface of the earth, including surface to submarine transition Electric Facilities and overhead to underground transition Electric Facilities. The Company, in its sole judgment, shall determine the electrical and civil design for submarine or underground Electric Facilities. To determine the amount to be paid by the Requesting Entity, the actual Costs of the submarine or underground Electric Facilities shall be compared to the estimated Costs of overhead Electric Facilities and the Requesting Entity shall pay the additional cost. If overhead Electric Facilities are not feasible, the additional cost shall be the increase over an equivalent length of overhead Electric Facilities. The estimated Costs shall be of Electric Facilities connecting the same points in the Company's system, but along the least cost feasible route, as determined by the Company.
 - ii. Electric Facilities operating below 50,000 volts in Projects or portions of Projects to be located in a Public Thoroughfare that are requested or required by a Requesting Entity other than the Government Entity having authority over the Public Thoroughfare where the Electric Facilities are or will be located. The Requesting Entity shall pay costs in accordance with section b. ii. of this Section 34.
 - iii. Electric Facilities operating below 50,000 volts in Projects or portions of Projects to be located other than in a Public Thoroughfare. The Requesting Entity shall pay costs in accordance with section b. ii. of this Schedule 34.
- d. Schedule 87 The installation, modification or relocation of facilities under the provisions of this section shall be subject to the provisions of Schedule 87, Income Tax Rider.
- e. Payment The Requesting Entity, unless prohibited by law, shall pay the estimated Costs in advance of design engineering of the Project. If the Requesting Entity cannot lawfully pay the Costs in advance, the Costs shall be paid within fifteen (15) days of the date of the Company's invoice. If the actual Costs are less than or greater than the initial estimated Costs by more than ten percent (10%) of the estimate, the Company shall refund the excess payment to the Requesting Entity or bill the Requesting Entity for the underpayment so that the Requesting Entity pays the actual Costs.

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