

EUGENE WATER & ELECTRIC BOARD
ELECTRIC DISTRIBUTION SERVICE EXTENSION AND MODIFICATION AGREEMENT ("AGREEMENT")

_____, hereinafter called **Customer**, requests the Eugene Water & Electric Board, hereinafter called **EWEB**, to design an electric distribution system to serve:

Project Name: _____

Location: _____

Customer is aware of their right, as provided in ORS 92.097, to employ a licensed Engineer to design the facilities provided for by this Agreement, but declines to do so. _____ (Customer's Initials)

Customer has agreed to pay the amount of \$500.00 or \$_____, which is equal to 10% of the Preliminary Estimate of \$_____, whichever is greater.

The collected funds will be applied to the full cost of preparing the Final Design documents and Design Estimate for the electric distribution service extension or modification.

Customer authorizes EWEB to prepare the final electric design documents and Design Estimate based on:

PLEASE CHECK THE APPROPRIATE BOX BELOW:

- | | | |
|---|---|---|
| <input type="checkbox"/> Unapproved Plans | <input type="checkbox"/> Preliminary Approved Plans | <input type="checkbox"/> Final Approved Plans |
| <input type="checkbox"/> Construction by EWEB crews | <input type="checkbox"/> Construction by Developer | |

Customer is responsible for providing to EWEB prior to design:

1. One (1) copy of the type of plans indicated above with information on project phasing, contours and grades.
2. Estimated electrical requirements and load breakdown at each service.
3. Paving, storm drain and wastewater plans.
4. Preferred locations for electrical transformers, pull boxes and electric meters.
5. A proposed construction time schedule.

Customer's application for the *Erosion Prevention and Construction Site Management Permit* if required by the City of Eugene, shall include the installation of EWEB water, electric, and communication facilities, and joint utilities. If **EWEB** has to obtain a separate permit, all costs associated with that permit will be paid by the Customer.

EWEB is responsible for:

1. Preparing a detailed design and cost estimate based on the information provided. The design will include construction drawings and specifications.
2. Coordinating the design of the electric distribution system with the design of water, if applicable.

If the **Customer** chooses to stop the project, the funds previously paid, will be returned to **Customer** less the design charges to date.

Upon release of the final Design Estimate, the **Customer** will be invoiced for the amount of the Design Estimate, less the 10% preliminary Design Estimate previously paid. Upon receipt of the balance due, required easements and permits, the project will be released for construction. Once released, the Pre-construction Meeting can be scheduled, material provided by **EWEB** to the customer may be requisitioned from the **EWEB** warehouse, and **EWEB** Electric Operations can schedule for construction purposes.

Customer agrees the electric distribution extension or modification will be installed and constructed in accordance with the requirements and obligations of this agreement, and the final design documents, permits and easements. Utility service is also subject to **EWEB's** applicable policies, regulations and rates now in existence or hereafter adopted.

☐ **EWEB-CONSTRUCTED SUBSTRUCTURES:**

Customer will be responsible for providing, within six inches (6") of final grade, compacted level ground of adequate width for **EWEB** to install the utility systems. **Customer** will provide finished grade stakes and property corners so **EWEB** can install the utility system at proper depth and location. **Customer** will monitor **EWEB's** installation to assure the installation is according to stakes that have been provided.

☐ **CUSTOMER/DEVELOPER-INSTALLED SUBSTRUCTURES WITHIN PRIVATE PROPERTY:**

EWEB will own and maintain all **Customer**-installed ducts and vaults, except service laterals and ducts in accordance with **EWEB's** service policies. It is understood that **Customer** will own, construct and furnish service lateral, including duct, trench and backfill in accordance with **EWEB** policy.

Customer assumes all liability and agrees to indemnify **EWEB** for all damages to **EWEB** facilities caused by the **Customer** or **Customer's** agents.

EWEB shall assume responsibility for repair in the event of a failure of the service lateral conductors and conduit at time of electrical connection. (See Board Policy, Electric Service Section IID(5).)

☐ **CUSTOMER/DEVELOPER-INSTALLED SUBSTRUCTURES WITHIN CURRENT OR FUTURE RIGHTS OF WAY:**

EWEB shall allow **Customer / Developer** to construct substructure facilities required to serve a development.

Electric substructure installed in accord with **EWEB's** Construction Standards, approved drawings, and material specifications. All work will be inspected, and installations that do not comply will not be energized. Once accepted, electric substructure installed by the **Customer/Developer** becomes the property of **EWEB**.

Customer/Developers are required to provide payment and performance bonds, and to warrant the work for one year after acceptance.

Customer will execute all easements required by **EWEB** at no cost to **EWEB**. When practical, the **Customer** will include such easements in the recorded plat of the above mentioned development. **Customer** agrees that all easements shall provide that no buildings or structures may be constructed within such easements.

Customer will be responsible for all damages, injuries and costs resulting from subsequent acts, grade changes and excavations to the **EWEB** facilities made by **Customer** or its agents.

Initial tree trimming or removal of hazard trees along and on **Customer** property shall be the responsibility of **Customer**. Subsequent tree trimming or removal of hazard trees shall be the obligation and right of **EWEB**.

All charges above are subject to change if this Agreement is not signed and returned within thirty (30) days of the application date above.

This Agreement authorizes **EWEB** to proceed with the necessary steps to provide design documents and a Design Estimate for an electric service as shown on the attached red-lined sketch; however, it is understood that until the conditions of this Agreement are complied with, **EWEB** will not install the facilities.

Any increase in electric service requirements that necessitates any reconstruction of the line extension, modification or installation of additional equipment by **EWEB** above and beyond the final design documents and Design Estimate shall constitute an Agreement and, as such, requires a new application subject to feasibility requirements of **EWEB** as outlined in **EWEB's** Policies and Procedures.

Customer agrees to inform all subsequent owners of the requirements and obligations of electric service in accordance with **EWEB's** policies and procedures. This Agreement shall bind and benefit the heirs, personal representatives, successors and assigns of the respective parties.

The original terms and conditions of this Agreement form shall be binding on the parties. Any and all changes to this Agreement shall be made by **EWEB**. Any change made by a potential customer or, their agent, to this Agreement shall not be binding on **EWEB** without EWEB's written approval of the change. The initialing of a change, by both parties, may be considered as **EWEB's** approval.

Date Customer Signed: _____

EUGENE WATER & ELECTRIC BOARD

Business name or Customer Name (Printed)

By: _____
Electric Distribution Supervisor

Authorized Signature

Date: _____

Authorized Signature (Printed)

Date Connected

Mailing Address

Work Order Number _____

() _____
Home/Business Phone

Design Estimate: \$ _____

() _____
Fax Number

Date Paid: _____

() _____
Cellular Phone

Email Address

Company TIN# / Social Security Number (optional)

Planner: