



Eugene Water & Electric Board

**Customer Services Policies and Procedures
All Utilities**

I. PREFACE

Eugene Water & Electric Board (EWEB) is a municipal utility of the City of Eugene, Oregon including electricity, water, steam and other kinds of physical energy, and telecommunications. This Customer Services Policy and Procedures Manual covers electric service, water service, steam service, and sale of water. The use of such words as “shall, should, may,” etc., indicate the status of the Policy or Procedure. “Shall,” for example, is a requirement. “Should” is recommended. “May” is at the discretion of EWEB.

The following Policies and Procedures apply to any applicant or customer applying for or supplied with the above-mentioned utility service by EWEB in accordance with the responsibility and authority set forth in the Eugene City Charter and Oregon State law. Customers are subject to, and required to comply with the utility-specific Policies and Procedures for each service received from EWEB.

It shall be the policy of EWEB to endeavor to provide utility services without discrimination and in accordance with sound business principles; that rates will be reasonably uniform to all customers within classifications; and that utility services pricing will be based on providing competitive rates to all customers without special rate categories for selected social or economic classes of customers.

It shall be the policy of EWEB to consider the aesthetic and environmental effects of its activities in conjunction with utilization of its resources while providing utility services.

These Policies and Procedures are intended to provide guidance to EWEB customers and EWEB staff to achieve the common goal of efficient and safe utility service. EWEB personnel are available for advice and consultation related to utility services.

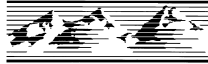


II. POLICIES AND PROCEDURES

This section covers policies, procedures, minimum requirements, information, etc., which pertain to all types of utility services.

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A. Conditions of Service

Rate schedules are applied according to use and occupancy classifications. Customers are subject to, and required to comply with the utility-specific Policies and Procedures for each service received from EWEB.

The customer is responsible to furnish, own, and maintain all materials and facilities required to distribute services beyond the point of delivery to points of use on the property. EWEB-owned facilities located beyond the point of delivery, shall be maintained by EWEB.

The customer will secure the necessary permits from the governmental agency having jurisdiction thereof and pay the costs of installing and maintaining utility materials and equipment necessary to accept EWEB services. The customer shall comply with all codes and regulatory requirements, including the National Electric Code (NEC) and the National Electric Safety Code (NESC). The customer shall not have any conditions on the property or structure that cause EWEB to be out of compliance with applicable safety standards or policies.

EWEB shall not be responsible for loss or damage to life or property resulting from non-EWEB owned installed or maintained facilities on, adjacent to, or connected to EWEB's facilities, and the customer shall assume all liability therefore.

Customer or applicant must pay all monies due by them to EWEB prior to service connection. EWEB reserves the right to deny new service until all monies owed are paid in full. EWEB reserves the right to terminate any service if evidence is later discovered that the customer owed a debt to EWEB that was not resolved at the time of service connection.

EWEB does not provide utility service in the absence of a billing responsibility. In the event of a deceased customer, responsibility for billing must be assumed by the estate, an individual, or a personal representative.

If a metered service shows no usage for 730 consecutive days, EWEB may remove the meter, service and related equipment.

B. Application for Service

The "application for service" is a request for service only and does not, in itself, constitute a contract until EWEB actually delivers or is ready to deliver utility service to the customer.

Applications for service shall be made a minimum of one business day in advance of desired connection date. Acceptance of service, with or without a written application, shall be subject to compliance with all of EWEB's Policies and Procedures.

An application for service must include all required information and be submitted in a form acceptable to EWEB under the particular circumstances. Requests from persons other than the applicant will not be accepted unless a letter of authorization or power of attorney signed by the applicant in a form acceptable to EWEB is on file with EWEB.



In the absence of an approved application, pre-existing services at a property may be disconnected.

Applicants for residential service shall provide EWEB with the following minimum information at the time each account is opened:

- Legal name of applicant
- Service address
- Mailing address
- Date applicant wants service to begin
- Social Security number(s)
- Spouse's name
- Other adult occupants
- Employment
- Work phone number
- Daytime phone number
- Name, address and phone number of a personal reference
- Other information as EWEB may require.

Applicants for non-residential service shall provide information and signature(s) as required on EWEB's application for non-residential service.

Upon application for service, EWEB shall conduct a credit evaluation of the applicant. Based upon this evaluation, security may be required.

Where two or more persons join in one written or oral application or contract for utility service, such persons shall be jointly and severally liable there under and shall be billed by means of a single periodic bill mailed to the person designated on the application to receive the bill. Whether or not the utility received a joint application, where two or more adults are living in the same residence, they shall be jointly and severally liable for the bill for utility service supplied.

C. Installation or Change of Service

A customer shall be responsible for all billable services, effective the date EWEB is requested to start service, the date of the customer's occupancy, or responsibility, whichever occurs first.

A customer requesting utility service connection or disconnection of service, must contact EWEB during business hours for service to be connected or disconnected during the following business day. EWEB connects and disconnects service on EWEB business days, Monday through Friday. Customers requesting same day and/or after business hours changes of utility service will be charged at rates according to the schedule of charges. (See Service Charges and Rates, Electric Section, Water Section, and Steam Section.)

The customer will be liable for services rendered and for charges at the service location through the time that EWEB disconnects the utility services or closes the account, whichever occurs later. A non-refundable Account Processing Charge will be billed whenever a customer account is established or reactivated.



When orders for new, individually metered, single, multifamily or nonresidential units are processed, EWEB may elect to install any or all meters as "active" in the owner's name, or to install any or all meters as "inactive." Shared-meters will be installed in the property owner's name. Billing for minimum charges will commence the date an active meter is installed. An inactive meter becomes active when it is assigned an account number and a customer's name. Billing alternatives for shared-meters are:

1. Property owner or customer pays a licensed contractor to reconfigure facilities to meter each unit separately, in accordance with EWEB Policy, and receive approval from the appropriate inspector designated by EWEB.
2. Property owner assumes billing responsibility for the shared-meters.
3. Non-property owner assumes billing responsibility with mandatory, up-front security deposit to be held for the life of the account.

D. Release of Information Concerning Customers

1. Collection of Information

All information collected and used by EWEB to conduct its business activities as described in the Charter of the City of Eugene, Section 44, is a "public record." ORS 192.420 provides "Every person has a right to inspect any public record of a public body in this state, except as otherwise expressly provided by ORS 192.501 to 192.505." A "public record" is defined by ORS 192.410(4) as "any writing that contains information relating to the conduct of the public's business, including but not limited to court records, mortgages, and deed records, prepared, owned, used or retained by a public body regardless of physical form or characteristics." A "writing" is further defined by ORS 192.410(6) as "handwriting, typewriting, printing, photographing and every means of recording, including letters, words, pictures, sounds, or symbols, or combination thereof, and all papers, maps, files, facsimiles or electronic recordings."

2. Custodian of Records

EWEB designates its Risk Manager, or designated alternate, as the custodian of its public records. The custodian will maintain, care for and control the public records created, directly or indirectly, by EWEB.

The custodian will develop procedures for EWEB employees to follow, which will allow EWEB employees to respond promptly to most requests to inspect records or to receive a copy. Any requests determined by an EWEB employee to be questionable or to be denied, will be directed to the custodian for review, assessment, and final action.



3. Customer Account Information

Disclosure of specific account information is made in accordance with customer consent or in the absence of customer consent, disclosure may occur pursuant to a court order, or if the disclosure is otherwise in accordance with federal or state law. EWEB may make customer records available to third party credit agencies on a regular basis in connection with the establishment and management of customer accounts, or in the event such accounts are delinquent.

4. Requests for Inspection of Records and Furnishing Copies

Upon request, the custodian, or EWEB employee designated by the custodian will furnish proper and reasonable opportunities for any person desiring to inspect, examine and copy the public records in the offices of EWEB, during the usual business hours.

The custodian may adopt reasonable rules necessary for the protection of the records and to prevent interference with the regular discharge of duties of the custodian.

5. Denial in Whole or in Part

The custodian will deny, grant or deny in part, or grant in part a request to inspect or receive a copy of a public record within seven (7) days from the day of receipt of the request. The seven-day period may be extended in cases where additional time is needed to utilize resources or personnel in order to investigate the request and where reasonable time is needed to consult with legal counsel and obtain a legal opinion.

Any denial of a request to inspect or receive a copy of a public record shall be based upon any laws that exempt such public records from disclosure, including but not limited to ORS 192.501 and 192.502.

6. Search Fees and Costs

EWEB will establish search fees reasonably calculated to reimburse the utility for its actual costs in making such records available including costs for summarizing, compiling or tailoring such records, either in organization or media, to meet the request.

E. Security Deposit

1. Residential Customer

EWEB requires a security deposit when there is concern for financial risk on a new or existing account. The security deposit requirements may be satisfied with either a monetary deposit or a Personal Guarantor.

Only individuals are able to serve as Personal Guarantors for EWEB service accounts.



The amount of the deposit is calculated to be twice the highest historical bill for each billable service at the applicant or customer's service address.

After one year of service, and establishment of favorable credit, the security deposit and accrued interest may be applied, at EWEB's discretion, to any monies owing EWEB by the same customer, or transferred to another account of the same customer.

Security deposits accrue interest based upon the Local Government Investment Pool earnings.

The customer may request a review of the need for security.

EWEB will maintain credit history on customers.

2. General Service Customer

EWEB requires a security deposit when there is concern for financial risk on a new or existing account.

Should a deposit be required at any time, it will be calculated at twice the highest, historical bill for each utility service at the service location. The deposit shall be a minimum of \$150.00, and be held for a minimum of two years.

After two years of service, and establishment of favorable credit, the security deposit and accrued interest may be applied, at EWEB's discretion, to any unpaid monies owing EWEB by the same customer or transferred to another account of the same customer. Upon termination of the account the security deposit and accrued interest may be applied, at EWEB's discretion, to any monies owing EWEB by the same customer or transferred to another account of the same customer.

Security deposits accrue interest based upon the Local Government Investment Pool earnings.

The security deposit requirements may be satisfied with the following alternatives:

- a) a surety bond from an acceptable surety licensed to do business in Oregon, or
- b) an irrevocable, stand-by Letter of Credit from a financial institution acceptable to EWEB.
- c) a Personal Guarantor.

It is the customer's responsibility to obtain a two-year surety bond or the irrevocable, stand-by Letter of Credit for two years, or a Personal Guarantor.

The customer may request EWEB to review the need for security.

EWEB will maintain a credit history on its customer accounts.



3. Bankruptcy

Customers who file for bankruptcy will be subject to the bankruptcy law in effect at the time of their filing. Customers filing for bankruptcy will be required to provide adequate security acceptable to EWEB and in accordance with EWEB's deposit Procedures, to continue service with EWEB.

F. Billing

Bills will be issued on a periodic basis to the permanent mailing address for the customer of record. Reference to one month's service in the rate schedules relates to the billing period and does not necessarily correlate to a calendar month. EWEB reserves the right to read meters and present bills for longer or shorter periods. In the event that a meter is inaccessible for any reason, EWEB reserves the right to estimate the meter reading and to issue bills calculated upon estimated usage and applicable fees. Utility service supplied at more than one location, or for more than one separately operated business shall be metered separately and billed at each such location for each such business.

Rate schedules are applied to locations and services according to use and occupancy at the time of application. The applicable rate schedule for a location is subject to change, by EWEB, based upon actual usage. If the use and/or occupancy of a location changes, the customer shall notify EWEB and EWEB will determine the applicable rate schedule.

Utility services shall be billed in the regular billing period. Opening and closing bills may be prorated.

An Automatic Hookup Agreement (AHU) is an authorization for billing of services to the verified property owner(s), as determined by Lane County records, during vacant or non-signed periods, and is available at EWEB's discretion.

G. Bill Payment

Bills are payable upon receipt and past due after the due date stated on the bill. Late fees and charges apply in accordance with the Utility's "Charges & Rates" schedules. Payment must be in the form of United States currency.

1. Bill Payment Options

Payments may be:

- (a) Mailed to EWEB's payment post office box,
- (b) Placed in an EWEB drop box,
- (c) Made at an EWEB pay station,
- (d) Paid through automatic monthly payment,
- (e) Paid by phone or in person at EWEB's offices
- (f) On-line payments



2. Payment Allocation

EWEB allocates payments over all unpaid charges, paying the oldest charges first. Absent a contractual arrangement, EWEB does not allocate payments to include or exclude specific charges.

3. Non-Sufficient Funds Payments

If EWEB receives a non-sufficient funds (NSF) notice or is unable to charge bill payment to the customer's account, the event will be considered as an NSF payment, and the customer will be charged according to the schedule of charges. (See Service Charges and Rates, Electric Section, Water Section, and Steam Section.) Two NSF payments in a twelve (12) month period will disallow all but verifiable funds payment in the future. EWEB reserves the right to establish the means or form of payment (cash, money order, bank cashier's check, etc.) from any customer who has previously tendered a dishonored check or gives indication that funds are not sufficient to cover any check tendered.

Service Charges established by EWEB may be added to a customer's account to cover the costs of collection efforts in the processing of dishonored checks, hand-delivered notices by field representatives, and the disconnection/reconnection of services. (See Service Charges and Rates, Electric Section, Water Section, and Steam Section.)

4. Adjustment of Utility Bill

When an under-billing or over-billing occurs, EWEB shall provide the customer with notice of the circumstances, period of time, and amount of adjustment. If the date of error can be established, the under-charge or over-charge shall be computed back to such date. If no date can be established, EWEB shall refund or re-bill for six months of usage. In no event, shall an under-billing or over-billing be adjusted for a period of more than 3 years usage.

EWEB may waive re-billing for under-billings when the cost to the utility of re-billing makes it uneconomical.

No billing adjustment shall be required if a meter registers less than 2% error under conditions of normal operation.

When a customer is required to pay for an under-billing, the customer may enter into a time-payment agreement at EWEB's discretion.

H. Financial Assistance

Residential customers who are having difficulty paying their EWEB bill may receive assistance from EWEB. This assistance may include referrals to organizations, agencies, and programs which provide financial assistance, as well as other services offered by EWEB. Information may be disseminated regarding community service agencies, which may have programs designed to assist with payment of utility bills.



A customer who is unable to pay the full amount of a utility bill may enter into a payment schedule subject to the approval of EWEB. EWEB may prohibit the customer who has not kept prior payment commitments from entering into new payment arrangements. Payment arrangements will usually not exceed 60 days, and will be in addition to all current billings. Acceptance of partial payments in the past shall not preclude EWEB's right to require full payment upon demand in the future.

I. Average Payment Plan

EWEB offers a voluntary Average Payment Plan as a convenience for qualifying residential customers. Under this plan, the customer pays only the average monthly amount of the bills, which are based on previous billings at that address.

The customer's account must be paid in full before signing up for this service. Any credit balances or arrearage may be rolled over into the averaging amount at the discretion of EWEB. If the customer becomes delinquent on the Average Payment Plan, the account will be removed from the Average Payment Plan and returned to a regular payment status. Delinquencies may result in further collection actions as described in these Policies and Procedures.

The Average Payment Plan is a pre-arranged payment schedule and therefore no other payment arrangements are available.

J. Appeals

A customer, who disagrees with a billing, collection or deposit decision shall have the right to appeal the decision to EWEB's Appeals Committee. The Appeals Committee is designated to hear all formal appeals of billing decisions and to render a final decision on each appeal. The customer shall be advised of the right to appeal by an appropriate message; customers shall be notified in writing of the right to appeal on Final Notices mailed by EWEB to the mailing address of record. Appeals must be submitted in writing to EWEB and received prior to disconnection of service and include the following information:

- Account number
- Person requesting appeal
- Service address
- Mailing address if different
- Other occupant names- Telephone number
- Date submitted- Narrative of appeal- Printed name
- Signature.

1. Upon receipt by EWEB's Customer Service Appeals Committee of a written appeal from a customer or applicant, EWEB shall investigate the appeal and report the results, in writing, of its investigation to the customer or applicant within ten (10) business days from EWEB's receipt of the written appeal. EWEB shall prepare a written record showing the name and address of the customer or applicant involved, the date and nature of the appeal, and the disposition of the matter. EWEB shall retain records of the appeal pursuant to EWEB's record retention policy.



2. Pending resolution of the appeal, the customer's obligation to pay undisputed and subsequent charges continues.
3. A customer or applicant who has an appeal pending with EWEB may receive continued service provided:
 - a. No evidence of theft of service, tampering or fraud is discovered, and
 - b. A bona fide appeal exists in which the facts asserted by the customer or applicant may entitle the customer or applicant to service.
4. If the conditions in subsection (3) of this rule are not satisfied, EWEB has no obligation to provide continued service. EWEB will give the customer or applicant notice in accordance with EWEB's Policy and Procedure prior to disconnecting service because of a failure to meet the conditions of subsection (3).
5. If the customer refuses to accept delivery of the written decision or fails to comply with the Appeals Committee decision, EWEB may proceed with immediate collection efforts without further notice, including, but not limited to, restriction or disconnection of the customer's service. The written decision of the Appeals Committee is final when issued.
6. Appeals are only accepted from EWEB customers, applicants, or their authorized agent.

K. Disconnection or Reconnection of Service/Opening-Closing Accounts

1. By EWEB

In addition to all other rights and remedies at law or in equity, EWEB may restrict or disconnect the delivery of utility service(s) with no less than 24-hour notice unless otherwise specified in these policies for any of the following reasons:

- (a) Utility services will be disconnected after written notice for failure of the customer to pay all charges for service, including but not limited to loans, and deposits when due;
- (b) Without written notice upon apparent evidence of fraud or tampering;
- (c) Without notice to protect health, life or property;
- (d) Violation of any part of these Policies and Procedures; or
- (e) Without notice where an EWEB recognized customer does not exist at the service address.

Residential service may not be disconnected or restricted for nonpayment in the post-noon period of any Friday or regular business day preceding an EWEB-observed holiday, or a 24-hour period when the predicted temperature, as reported by the Register Guard newspaper, is at or below 32 degrees Fahrenheit.



2. Tampering/Diversion

All EWEB meters, equipment and services shall be kept free of any and all forms of tampering or diversion. EWEB will maintain a continuing program for detecting and deterring such activity through education, collection of costs, estimated revenue loss and prosecution.

If tampering is found, EWEB will impose a fee against the customer's account using the applicable rate schedule or charges equal to the estimated cost for services used and not previously billed, as well as actual costs of repair and replacement incurred by EWEB, whichever is greater. These charges are applicable to each tampering occurrence. (See Service Charges and Rates, Electric Section, Water Section, and Steam Section.) In addition, the details of each case may be referred to proper authorities for possible prosecution.

3. Fraud

EWEB may discontinue service without notice or may refuse service, if the customer's actions or the condition of the premises are such as to effect fraud against EWEB.

4. Code Violations

If a code violation exists, service may be denied or discontinued without notice. This policy relates to, but is not limited to, federal, state and appropriate local codes affecting utility service.

5. Resumption of Service After EWEB Action

Whenever utility service has been discontinued or temporarily suspended by EWEB for any federal, state or local code violation, fraud, failure to pay all charges for service, or for violation of any part of these Policies and Procedures, the service will not be resumed until the situation requiring such action has been corrected to the satisfaction of EWEB and any other governmental agency having jurisdiction thereof. Any inspections and changes in the customer's wiring or plumbing shall be made prior to reconnection at the customer's expense.

If service has been disconnected by EWEB and reconnected without EWEB's authorization, EWEB will disconnect the service from EWEB's supply system without notice to the customer or other occupants.

Disconnected service will not be resumed while any individuals remain at the residence that occupied the subject service address during the time any outstanding debt was accumulated unless all charges have been paid in full, with verifiable funds. If the owner of the property has outstanding charges owing to EWEB, service will not be resumed in any name at the subject service address until all outstanding charges of the owner have been paid.



A customer will be charged according to the established schedule of charges for all such resumption or reconnection of service. (See Service Charges and Rates, Electric Section, Water Section, and Steam Section.)

6. Emergency Situations

Where it is necessary that utility service be temporarily disconnected or connected to protect health, life or property, EWEB will, at its discretion, take such action without charge or notice to the customer.

7. Application for Life Support Equipment Program for Residential Utility Service

- (a) A customer must submit a completed EWEB Life Support Equipment Program application, which includes a certification from a qualified medical professional, which explains how disconnection would significantly endanger the physical health of an occupant at the service address. EWEB requires proof of occupancy as part of the application process.
- (b) Applications must include:
 - (1) The name of the person to whom the exemption applies and relationship to the customer;
 - (2) A statement specifying the type of utility service and medical equipment required (for example, electricity for respirator); and
 - (3) The printed name, signature and phone number of the qualified medical professional certifying the medical need.
- (c) If a Life Support Equipment Program application is not submitted in compliance with this policy, EWEB may disconnect service after providing notice to the customer, in accordance with EWEB's Policies and Procedures.
- (d) Participation in the Life Support Equipment Program shall be valid only for the length of time the health endangerment is certified to exist, but no longer than twelve (12) months without renewal. If renewal is not received, EWEB will provide written notice of the lapse in participation.
- (e) A customer participating in the Life Support Equipment Program is not excused from paying for utility service:
 - (1) Customers are required to enter into a written time-payment agreement with EWEB when an overdue balance exists.
 - (2) Time-payment arrangements in effect when participation terminates, remain in effect for the balance then owing.



- (f) If a customer participating in the Life Support Equipment Program fails to enter into a written time-payment agreement, or to abide by its terms, EWEB will initially restrict service. If the customer fails to bring the account current, EWEB will disconnect service after providing notice in advance of disconnection for nonpayment in accordance with EWEB's Policies and Procedures.
- (g) If EWEB determines a customer does not qualify or no longer qualifies for participation in the Life Support Equipment Program, the customer will be subject to service in accordance with EWEB's Policies and Procedures.

8. EWEB's Options

EWEB may exercise any or all of the options available listed in these Policies and Procedures or any other applicable law whenever and as often as any violation or default may occur. Any delay on the part of EWEB in exercising such option, or omission of any action permitted under such option, at any time, shall not be deemed a waiver of EWEB's option rights.

L. Temporary Service

Temporary service refers to utility service for short-term or transient-type installations, such as certain mobile homes, short-term commercial activities, and on-site service during construction operations. Short-term temporary service is limited to twelve (12) months' use from date of connection and may be disconnected unless agreed upon with EWEB in writing. Temporary service is further discussed in, and subject to Electric Service Conditions, Temporary Service, and Water Service Conditions, Temporary Service.

M. Resale of Utility Services

Customer's rate schedules cover the sale of utility services for the sole and exclusive use of the customer. The customer shall not resell utility services supplied by EWEB.

Redistribution of utility charges by the customer for shared-meter services is permitted only for the purpose of allocating the actual cost of service to individual tenant-occupants. Such allocations shall be based solely on an equitable distribution of actual utility billings for services provided by EWEB through the shared-meter. In no case shall the sum of the EWEB charges redistributed by any EWEB customer to others be greater than the actual charges billed by EWEB in any given billing period, without EWEB's written consent.

N. Rights-of-way and Rights of Access, Tree Trimming

EWEB shall be granted, at no cost, all rights-of-way, rights of access, and easements necessary to serve the customer for the installation, maintenance, repair, replacement, removal or use of any or all equipment or materials used to supply and deliver utility services to the customer.



The customer is required to provide safe and timely access, as determined by EWEB, to the premises of the customer for the purpose of reading meters, testing, repairing, removing or exchanging any or all equipment belonging to EWEB.

EWEB shall be granted all necessary rights-of-way and rights of access to perform clearing and trimming of trees, shrubs, vines or other vegetation it deems prudent to maintain proper clearances and accessibility for the maintenance and operation of all utility services, or as may be required by standard utility safety practices. The decision to trim or clear around EWEB facilities shall be the exclusive right of EWEB.

The customer may be charged for clearing or trimming activities in the vicinity of EWEB's facilities.

When access to any of EWEB's facilities is impaired by the customer's actions, animals, trees, shrubs, changes of grades, fences, locked doors, or other obstructions, EWEB will notify the customer and/or property owner, as determined by Lane County record, of the impairment to access. The customer is responsible for safely resolving the impairment or eliminating the interference preventing timely access to EWEB's facilities. If access remains impaired, the property owner, as determined by Lane County records, is subject to one of the following actions: the customer will be fined, or EWEB's facilities will be relocated and the customer shall reimburse EWEB for actual costs. (See Service Charges and Rates, Electric Section, Water Section, and Steam Section.) For access to meters, the customer must provide key access or permit EWEB to install remote meter reading equipment, if required.

O. Interruptions, Curtailments, Fluctuations, Shortages, and Outages

EWEB shall endeavor to supply satisfactory and continuous utility services. It is inherent, however, that there will at times be some degree of failure, interruption, suspension, curtailment or fluctuation. EWEB cannot and will not guarantee constant or uninterrupted delivery of utility services and shall have no liability to its customers or any other persons for any interruption, suspension, curtailment or fluctuation in utility services, or for any loss or damage caused thereby when such interruption, suspension, curtailment or fluctuation results from the following or from any other causes:

1. Causes beyond EWEB's reasonable control including, but not limited to, accident or casualty, fire, flood, drought, wind, action of the elements, court orders, litigation, breakdown of or damage to facilities of EWEB or of third parties, acts of God, strikes or other labor disputes, civil, military or governmental authority, electrical disturbances originating on or transmitted through electrical systems with which EWEB's system is interconnected, and acts or omissions of third parties.
2. Repair, maintenance, improvement, renewal or replacement of facilities, or any discontinuance of service (which in EWEB's judgment, is necessary) to permit repairs or changes to be made in EWEB's generating, source of supply, transmission or distribution facilities, or to eliminate the possibility of damage to EWEB's property or to the persons or



property of others. Whenever EWEB schedules maintenance in advance which will require customers to be without utility service for more than one hour, EWEB will notify customers as follows:

- (a) At EWEB's discretion, customers may be contacted in person, by phone, or by written notice, either mailed or left at the location scheduled for temporary interruption.
 - (b) The oral or written notice will include the following:
 - (1) Reason for interruption
 - (2) Date and approximate time interruption will begin
 - (3) Expected duration of interruption
 - (c) Whenever possible, customers expected to be without service beyond one hour will be notified at least one day in advance.
3. Automatic or manual actions taken by EWEB (which in its sole judgment are necessary or prudent) to protect the performance, integrity, reliability or stability of EWEB's systems or any system with which it is interconnected. Such actions shall include, but shall not be limited to, the operation of automatic or manual protection equipment installed in EWEB's systems, including, without limitation, such equipment as automatic relays, generator controls, circuit breakers, switches, valves and pumps.
4. Action taken by EWEB with respect to any plan or course of action to conserve utilities at times of anticipated deficiency of resources, including, but not limited to, non-voluntary curtailment or suspension of utility services. EWEB has adopted a Water Supply Shortage Contingency Plan that details voluntary and non-voluntary actions to be taken in the event of a water shortage. Refer to Water Utility, Water Shortages and Curtailment, for a description of customer responsibilities during a curtailment declaration.

P. Metering Service

Utility service supplied by EWEB at more than one location shall be metered and separately billed for each location.

A record will be kept by EWEB of all meter readings (according to the applicable records retention requirements). These records shall be accepted and received at all times and places, and in courts, as prima facie evidence of the use of utility services by the customer. The records shall be the basis on which all bills are calculated, except for those customers having un-metered service.

Under certain circumstances, un-metered utility service may be provided at the option of EWEB. Specific conditions shall determine availability of un-metered service. (See Electric, Electric Service Conditions, and Water, Water Service Conditions.)

EWEB shall own, install and maintain all necessary meters for measuring the amount of utility services used by the customer. Where a master meter is used, EWEB shall not furnish or read auxiliary or sub-meters used for the customer's convenience, except under special contracts.



For a customer-requested meter change, the customer shall pay the cost based on EWEB's current rate schedules.

For rate schedule purposes, all meters serving the customer's premises will be considered separately and the readings not combined, except where EWEB deems necessary, to install two or more meters to serve the customer's premises. Common-use facilities associated with individually metered multifamily structures with more than four living units will be served on the General Service Rate Schedule and must be in the name of the owner.

When additional metering is installed to serve a customer's premises, each additional meter shall be served under the same rate as the existing meter if such meter serves load that is an integral part of the customer's existing use and is of the same phase and voltage. Each meter shall be billed separately, including any applicable basic customer charge or minimum charge.

Should any meter malfunction and incorrectly register the consumption of utility services used by the customer, the customer's bill shall serve as notification of the metering malfunction. Charges for the affected current billing period shall be computed by estimating the consumption and demand; further, the immediately preceding billing period or the comparable period of the year before shall be basic factors in arriving at the estimate.

EWEB will, upon request, test any customer's meter; however, tests of the customer's meter shall be made only if the customer is present to observe the test. If the meter is found, upon test, to over-register more than two percent, the customer's billing shall be adjusted for a maximum of six months to reflect the correction. No charge will be made to the customer for this meter test.

Q. Rate Adjustment, Revision of Policies and Procedures

EWEB reserves the right to change any or all of its rate schedules or these Policies and Procedures, as it deems necessary.

Where applicable, these Policies and Procedures cancel and supersede all previous regulations, Policies and Procedures issued by EWEB governing its utility service.

R. Conflict

In case of conflict between any provisions of any rate schedule and these Policies and Procedures, the rate schedule shall apply.

S. Unauthorized Attachments Prohibited

Written consent shall be obtained from EWEB before any equipment or material of any description may be attached to any facility or property owned by EWEB. EWEB shall not be responsible for



loss, injury or damage to life or property resulting from customer-owned installed and maintained facilities on, adjacent to, or connected to EWEB's facilities, and the customer shall assume all liability.

T. Grades and Locations Within Private Property

EWEB may, at its discretion, install utility facilities where the customer has provided satisfactory easements in subdivisions, planned unit developments, minor land partitions, etc. Such facilities are installed to provide utility services for the convenience of adjacent properties. It shall be the customer's responsibility, while excavating accesses and parking facilities, to provide an additional width of level ground, constructed to grade, to permit EWEB to efficiently install and maintain underground and surface-mounted facilities.

It shall be the responsibility of the customer to stake engineered grades and locations, conforming to EWEB's facilities designs, prior to EWEB's construction. Upon completion, it will be the customer's responsibility to confirm that EWEB's installations have been made in the location and to the grade provided by the customer's engineer.

After review and acceptance by the customer, the customer or purchaser of the lot shall be responsible for the cost of all repairs and adjustments subsequently required by grade changes or location changes resulting from construction activities. Failure to pay these costs will result in denial of utility service until payment is made to EWEB.



U. Locating – Underground Facilities

EWEB will provide locating services upon request, via the Oregon Utility Notification Center, directly to EWEB, or EWEB's contract locating service, in accordance with the applicable provisions of ORS 757 and OAR 952-001-0010 through OAR 952-001-0100, to assist excavators in identifying the existing location of EWEB's underground utility facilities. Information, maps, field stakes and painted locate marks indicate the approximate location of facilities within parameters set forth by the above-mentioned statutes and regulations. Excavators will be held responsible for actual costs and consequential damages resulting from damage to EWEB's facilities as the result of the excavator's activities.

**FOR ALL UTILITY LOCATIONS, CALL ONE NUMBER:
OREGON UTILITY NOTIFICATION CENTER
1-800-332-2344**

V. Damage

Damages or alterations to EWEB's property and/or facilities due to any construction activity by third parties associated with improvements or changes for individual properties, shall be the responsibility of the owner of the property to reimburse EWEB all costs to repair or replace the damaged property and/or facilities to original condition. In the event any of EWEB's property and/or facilities is required to be altered or moved because of the changed configuration or usage of any properties, the property owner, as determined by Lane County records, shall be responsible for the full cost of the alteration or relocation.



III. GLOSSARY

The following terms, when used in these Policies and Procedures, rate schedules, or in the application or contract for utility services, have the following meanings, unless specifically indicated otherwise:

Actual Costs: The sum of direct labor, materials and services (including contracted services), equipment use, operations overhead and administrative overhead.

Administrative Overhead: Computed at a percentage of actual costs. For direct labor, administrative overhead is applied in addition to the Operations Overhead Charge (see below), but not compounded. Administrative overhead shall be levied on all damage claims, maintenance and capital work, including line extensions billed to others to recover the costs of administrative functions performed in support of field work, including payroll and vendor invoice processing, transportation, office supplies, postage, printing, legal fees, contract maintenance, utilities, human resources, benefits and insurance.

Applicant: A person or legal entity, which has yet met all requirements as stated under Conditions of Service for a new or existing location.

Automatic Hookup Agreement (AHU): A property owner-(as determined by Lane County records) signed authorization for billing of utility services during vacant or non-signed periods.

Billing Cycle: Customer accounts are proportionately and geographically divided into separate groups called cycles.

Billing Period: Utility usage is calculated and billed at approximately the same time each month throughout the year. Depending upon the number of workdays, weekends and holidays in any particular month, billing periods may fluctuate.

Close Account: To stop billing for services to a specific customer, which may result in the physical disconnection of those services.

Commercial Use: An enterprise of either a profit or nonprofit nature, the purpose of which is to manufacture, sell or convey an idea, service or product (either tangible or intangible). (Also see “General Service”)

Common-Use Facility: Facilities such as, but not limited to common laundry room, water heater, lighting, irrigation, and water serving more than one unit.

Connect Service: To physically start the availability/flow of service to the property.

Conduit: A tubular material suitable for receiving and protecting electric conductors.

Contractor: The party doing the utility work whether it is the actual owner or a person, firm or corporation working for the owner.



Cubic Feet: A unit of measure used by EWEB when computing the amount of water consumed or that passes through a meter. One hundred (100) cubic feet equals 748 gallons. (Also see “Gallon”)

Customer: Any individual, partnership, corporation, firm, or governmental agency which has applied for goods or services, been accepted, and is currently receiving goods or services from EWEB. Customer definition by class of service for rate application purposes shall be according to the "Applicable" section of the various rate schedules under which EWEB provides utility service.

Demand: The maximum average kilowatt load used by the customer for any period of 15 consecutive minutes during the billing period.

Developer: An individual, partnership, corporation, or other legal entity, requesting an electric line or water main extension to serve a specified parcel of land.

Disconnect Service: To physically stop the availability/flow of service to the property.

Diversion: To change the intended course of water, steam or power without the authorization or consent of EWEB.

Electric Service: Generally refers to the supplying of electricity and electric related services to the end-user.

Estimated Read: Approximated measurement of consumption for billing purposes when metered data is unavailable.

EWEB: Eugene Water & Electric Board

Facilities: The equipment, material and other appurtenances owned by EWEB including but not restricted to, poles, guy wires, anchors, transformers, meters, conductors, conduits, manholes, switching cubicles, padmounts, trans closures, valves, pipes, traps, etc.

Favorable Credit: Twelve (12) consecutive months of utility service without any adverse credit action and not having any monies owing to EWEB.

Fraud: Evidence of fraud includes but is not limited to the following activities:

1. Unauthorized receipt of utility services by theft, diversion, tampering or unauthorized connection;
2. Using service without having contracted with EWEB to do so and refusing to establish service in a responsible billing party's name;
3. Making an application for service in a fictitious name or non-occupant; and
4. Making an application in the name of another member of the family or household or other occupant which assists in avoiding payment or avoiding a prior outstanding debt to EWEB and;
5. Obtaining a utility service connection without paying EWEB all monies due by the customer to EWEB prior to service connection, unless specifically exempted in writing by EWEB.



General Service: A utility service used for purposes not included under such classification as Residential, High Voltage, Street Lighting, Private Property Lighting, etc. Living units used jointly for both domestic and business purposes shall be considered general services if 50% or more of the square footage of all enclosed structures served is devoted to commercial use.

Guarantor: An active EWEB customer with a minimum of two (2) years active service and favorable credit history. EWEB customers receiving financial assistance with their EWEB bill are not eligible to be Guarantors.

Kilovolt (kV): One thousand (1,000) volts.

Kilowatt (kW): A unit of productive power equal to 1,000 watts, or 1.341 horsepower.

Kilowatt-Hour (kWh): The amount of energy delivered in one hour when delivery is at a constant rate of one kilowatt (3412.8 Btu's).

Late Fee: A charge to an EWEB account when it is not paid on time.

Living Unit: An area that is used for residential purposes.

Main (Water or Steam): The pipe laid in the street, alley, or utility easement for the distribution of water or steam to customers through service lines.

Master Meter: Meter that serves a wholesale customer, such as a water district.

Meter: An instrument used for measuring the water, steam, energy or power delivered to the customer.

Operations Overhead: Computed at a percentage of direct labor. Operations overhead shall be levied on all capital, maintenance and damage claim work billed to others to recover the costs of planning, engineering studies, construction supervision, work order processing, training, communications, staff meetings, safety, customer field support and inspections.

Permanent Service: The long-term utility service to a structure that is designed to remain in one place. Permanent or temporary service classification shall be at the discretion of EWEB.

Point of Delivery: The point of delivery shall be the point of attachment of EWEB's water or steam service line or electric conductor to the customer's line or conductor without regard to the location of EWEB's metering equipment. In all cases, EWEB shall designate the point of delivery.

Pounds of Steam: The amount of steam used in a given length of time equal to the weight of that amount of water evaporated in the same length of time. (8.33 pounds of steam equals 1 gallon of water.)

Power Factor: The ratio of kilowatts to kilovolt-amperes expressed in a percentage.



Prorated Billing: A method of billing for consumption and customer charges, based on the fraction of the month for which the customer was served.

Qualified Medical Professional: A United States-licensed physician, nurse practitioner, or physician's assistant authorized to diagnose and treat the medical condition described without direct supervision by a physician.

Rate Schedule: A formal statement of the charges and conditions for a particular class or type of service in a given area or location.

Residential Service: Service furnished to a living unit that is separately metered and is primarily used for domestic purposes. It further includes duplexes, triplexes, quads, any second service determined to be domestic use and billed on the same residential account, and common use facilities associated with those structures. It excludes dwellings where tenancy is typically of a transient nature such as hotels, motels, and lodges. Also excluded are sororities, fraternities, and apartment complexes served through a shared meter.

Boarding, lodging, rooming houses or group care facilities shall be considered residential services if not more than five (5) private sleeping rooms exist for use by other than members of the customer's family. A boarding, lodging, or rooming house means a building other than a hotel which advertises as a boarding, lodging, or rooming house, or is a licensed place of business with rooms available for rent.

Living units used jointly for both domestic and business purposes shall be considered residential services, if more than 50% of the square footage of all enclosed structures served is devoted to domestic use. However, EWEB reserves the right to exclude combined business/residential services from the residential rate where a disproportionate amount of either the monthly kW or kWh load is consumed by the business portion, as determined by EWEB. The customer has the option of separating the wiring such that the residential portion may be metered and billed separately.

Restricted Service: Reduced amperage of electric service by installation of a load-limiting circuit breaker at the customer's meter.

Sale of Water: Generally refers to the sale of water to districts, municipalities, and other water providers.

Service Drop: The overhead service conductors from the last pole or other aerial support, including the splices, if any, which connect to the service entrance conductors at the building or other structure.

Shared Meter: Single meters which serve more than one residential or commercial unit. Utility service provided through a shared meter remains the billing responsibility for one customer, but may serve multiple units.

Steam Service: Generally refers to the supplying of steam and steam related services to the end-users.



Tampering: To rearrange, injure, alter, interfere with, or otherwise prevent from performing normal or customary function, any property owned by EWEB for the purpose of providing utility services. Including but not limited to, any unauthorized breaking of EWEB's meter seals, locking devices, or meter glass; placing of a foreign object in a meter or otherwise interfering with an accurate registering of consumption; unauthorized connection or reconnection of shut off services; any act which interferes with the delivery, billing, and compensation of EWEB's services.

Temporary Service: A utility service of a short-term or transient nature, which may or may not be to a support or structure designed for permanence.

Theft: The use or receipt of the direct benefit of all or a portion of utility service with knowledge of a diversion, tampering, unauthorized connection or of circumstances supporting a reasonable belief by EWEB that the use or receipt was without the authorization or consent of EWEB at the time of the use.

Unpaid Water Service: A previously installed (at EWEB's expense) water service line for the provision of future service to an un-served property.

Utility: Any company that provides services such as steam, water, gas, or electricity.

Utility Service: Generally refers to the supplying of utility and utility related services to the end-user.

Water Service: Generally refers to the supplying of water and water related services to the end-user.

Weatherhead: The termination at the end of the conduit through which the customer's conductors pass for attachment to an aerial service drop.