



MEMORANDUM

EUGENE WATER & ELECTRIC BOARD

Rely on us.

TO: Commissioners Helgeson, Brown, Mital, Simpson and Carlson
FROM: Erin Erben, Chief Customer and Community Relations Officer; Rene Gonzalez, Customer Operations Manager
DATE: April 26, 2017
SUBJECT: Customer Services Policy – All Utilities
OBJECTIVE: Modification to Customer Services Policy - All Utilities document

Issue Statement

It has been several decades since a wholesale rewrite of any of the primary policy documents has been completed. As staff endeavored to incorporate a definition of customer adequate to ensure clear authority for decisions about services provided to a given customer account, and specifically who can “opt in” for AMI, it became apparent that it would be a much easier document for our customers to read if, at the same time, we rewrote the document. Years of editing had made it a bit clunky to sift through.

This Board Backgrounder summarizes the substantive changes to the current policy.

Background

This Customer Service Policy – All Utilities document covers electric service and water service. The Policy applies 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.

This Policy is intended to provide guidance to EWEB customers and EWEB staff to achieve the common goal of efficient and safe utility service.

Discussion

To prepare for roll-out of the value-added services EWEB envisions offering customers post-AMI implementation, the language on the Customer Service Policy – All Utilities document must be updated to provide clarity of authority to make the decision to “opt in” to the use of a two-way communicating meter.

In an effort to align with EWEB’s organizational direction to support simplification where possible and to enhance the ease of doing business with EWEB, we are recommending a simplified version of

the Customer Service Policy – All Utilities document at the same time.

No changes to rates and/or fees are being proposed.

The following summarizes the key changes to the policy document as compared to the current All Utilities document:

- Addition language to support current and future modernization efforts, specifically, identifying who has authority to make service related decisions on an account (p.4)
- To clarify and simplify the policy to minimize the need for future rewrites
- Clarify language that was confusing to customers
- Focus on the most frequent inquiries that customers have about EWEB’s policy, which enabled us to shorten the document overall
- Used more common language, removed industry jargon
- Reduced payment adjustment period from 3 years to 2 years, consistent with PUC standards
- Provided more options for customers regarding account security requirements (p.4)
- Removed some requirements for the medical program in order to streamline and remove “process” language. (p.8)
- Also removed the “process” of budget billing from the policy. (p.6)
- We tell them the what/why, but not the how, because the how changes and is not policy in nature (ex. Processes will change with the new CIS system)

The proposed policy is included as an attachment for Board review. The existing policy can be viewed at: <http://www.eweb.org/about-us/policies-and-procedures>

TBL Assessment

There was no particular TBL assessment conducted in accordance with these policy revisions.

Recommendation

Management recommends the proposed language modifications to EWEB’s Customer Service Policy – All utilities be kept updated to meet the evolving needs of EWEB modernization efforts and align with organizational objectives to simplify the way we conduct business with customer-owners in 2017 and beyond.

Requested Board Action

Management requests that the board review the updated Customer Service - All Utilities policy document and provide feedback. Subsequently, the policy will be brought forward for approval at a later board meeting.



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PREFACE

This *Customer Service Policy – All utilities* serves to help Customers understand the Eugene Water & Electric Board’s (EWEB’s) business practices regarding Utility Services. The Policy also provides guidance to EWEB staff in the achievement of sound, impartial and consistent business practices in the efficient and safe provision of Utility Service. The Policy applies to all Applicants, Account-Holders, and Authorized Agents (collectively referred to as “Customers” in this Policy) who benefit from Utility Service(s) in accordance with EWEB’s responsibility and authority set forth in the Eugene City Charter and Oregon State law.

EWEB may in its sole discretion exercise any or all of the options listed in this Policy or any other applicable law. Any delay on the part of EWEB in exercising available options is not intended as and will not be deemed a waiver of EWEB's rights.



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CONDITIONS OF SERVICE

By applying for or accepting service from EWEB, Customers agree to abide by all terms of EWEB's policies, to provide any Rights of Way across their properties that EWEB deems reasonably necessary to supply such service, and to cooperate with EWEB in the construction and maintenance of the Facilities needed for such service.

Customers are responsible for furnishing, owning, and maintaining all materials and Facilities required to distribute services beyond the Point of Delivery for their service address. If EWEB-owned Facilities are located beyond the Point of Delivery, they will continue to be maintained by EWEB. Customers will secure and pay for all necessary permits and costs of installing, upgrading, and maintaining utility materials and equipment necessary to safely accept EWEB's services.

While EWEB endeavors to supply reliable Utility Services, EWEB cannot and will not guarantee constant or uninterrupted delivery of Utility Services and will not be responsible for loss or damage to life or property resulting from non-EWEB Facilities.

EWEB may bill a Customer for any costs resulting from the Customer's failure to comply with the provisions of this Policy.

APPLICATION FOR SERVICE

EWEB starts and stops services on EWEB business days during its business hours. When connection or disconnection of services requires field work, it must be scheduled a minimum of one business day in advance of desired date to avoid additional fees. A non-refundable Account Processing Charge applies whenever Utility Service is established, transferred or reactivated.

An "application for service" is a request for service only and does not constitute a contract until EWEB is ready to deliver Utility Service to the Customer. Applications for service must be complete with all required information submitted in a form acceptable to EWEB under the particular circumstances. Requests for residential service from persons other than the Applicant will not be accepted without confirmation of a verified Account-Holder, a notarized letter of authorization, or a notarized Power of Attorney, signed by the Applicant, in a form acceptable to EWEB. In the absence of an approved application, pre-existing services at a property may be disconnected. Upon application for service, EWEB will conduct a credit evaluation of the Applicant and Account Security may be required based upon the credit evaluation.

Account-Holders are responsible for Utility Service charges and fees, effective from the date EWEB is requested to start service or the date of the Customer's occupancy or responsibility, whichever



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occurs first, and will remain responsible for charges at the service location through the time that EWEB disconnects the Utility Services or closes the account, whichever occurs later.

Whether or not EWEB receives a joint application, where two or more adults occupy the same residence, they will be jointly and severally responsible for the Utility Service(s) supplied and will be billed by means of a single, periodic bill mailed to the Account-Holder designated to receive the bill.

Utility Service may be discontinued or denied to a Customer until all unpaid balances owing to EWEB or its assigned agency, by the same Customer, have been paid in full with Verifiable Funds or otherwise discharged. EWEB also reserves the right to subsequently terminate service with notice if evidence confirms that an Applicant or Account-Holder owes a debt to EWEB that was not resolved at the time of service connection.

Only Applicants, Accountholders or Authorized Agents may select and control the type and level of services at a given account's service location, including requests for connection, disconnection or transfer of Utility Services.

ACCOUNT SECURITY REQUIREMENTS

EWEB requires security for an account whenever it determines that financial risk exists for new or existing accounts. Security requirements may be satisfied at EWEB's discretion with any one of the following options:

- A monetary deposit (calculated at twice the highest historical bill within the previous 12 months for each service at the service address, with a minimum of \$150.00)
- A surety bond from an acceptable surety licensed to do business in Oregon
- A Personal Guarantor (only qualified individuals are eligible to serve as Personal Guarantors) may be used for residential accounts only.
- An Irrevocable, Stand-By Letter of Credit from a financial institution acceptable to EWEB

Monetary deposits accrue interest based upon Local Government Investment Pool earnings. After establishment of Favorable Credit, a monetary deposit and accrued interest will be applied, at EWEB's discretion, to any monies owing EWEB by the same Account-Holder. Upon termination of Utility Service, EWEB will refund the deposit and any accrued interest, less the amount of any unpaid charges.

Customers filing bankruptcy are subject to the bankruptcy law in effect at the time of the filing and will be required to provide Account Security in the form of adequate assurance under 11USC 366 and in accordance with EWEB's security requirements in order to maintain service with EWEB.



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A review of the need for Account Security and its amount is available upon request.

BILLING

EWEB will issue bills on a periodic basis. Reference to “one month's service” relates to the Billing Period but 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. Opening and closing bills will be prorated to reflect actual usage.

An Automatic Hookup Agreement (AHU) is available to Property Owners at EWEB's discretion. The AHU contract authorizes Utility Services to be billed to the verified Property Owner(s) as determined by County records during tenant vacancies. In the absence of an AHU, the Owner may be charged for disconnection of services on any three-phase service.

EWEB does not provide Utility Service in the absence of an Account-Holder. In the event that utility Consumption is detected at a service location for which there is no active Account-Holder, the Property Owner will be responsible for the related Consumption and fees absent an established theft of services. In the event of the death of an Account-Holder, responsibility for billing must be assumed by the estate or a personal representative.

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 review of actual Consumption. If the use of a location changes, the Customer must notify EWEB and EWEB may apply the applicable Rate Schedule as of the date of the change of use.

EWEB strives to produce accurate and timely billing. In the event that EWEB bills too much or too little for Utility Service, EWEB will provide the Account-Holder with notice of the circumstances, period of time affected (if known), and the amount of any adjustment. In no event will a billing error be adjusted for a period of more than two (2) years. Late Fees or interest will not apply to billing adjustments for such errors.

An Account-Holder may enter into a mutually acceptable Payment Arrangement for repayment of an under-billing. EWEB may waive rebilling for under-charges when the cost to the utility of rebilling is not economical. No billing adjustment will be available if a Meter Test (see Metering) registers less than 2% error under conditions of normal operation.

BILL PAYMENT & FINANCIAL ASSISTANCE



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Bills are payable upon presentation and past due after the due date stated on the bill. EWEB allocates payments across all unpaid charges, paying oldest charges first and (absent contractual arrangement with the applicable jurisdiction) does not allocate payments to include or exclude specific charges. EWEB is responsible for billing and collection of the liquid and solid waste fees on behalf of the City, EWEB is not in position to waive those fees or enter into a contractual arrangement contrary to the City rights (Charter Sec 44(5)). Late Fees and charges apply in accordance with the utility's "Charges & Rates" schedules. Payment must be in the form of United States currency.

For Customer convenience, EWEB offers a "*Budget Payment Plan*" for qualifying Account-Holders. The Budget Payment Plan is a pre-determined, annual Payment Arrangement, therefore additional Payment Arrangements are not available while a Budget Payment Plan is in effect.

Account-Holders unable to pay the full amount of their EWEB bill may be able to enter into a mutually acceptable Payment Arrangement to include all current billings. Acceptance of partial payments in the past does not preclude EWEB's right to require full payment. An Account-Holder who has not kept prior payment commitments may be prohibited from entering into a new Payment Arrangement. Financial assistance for EWEB bill payment is made via referrals to various community service agencies which offer information and programs designed to assist with payment of utility bills. It remains the Account-Holder's responsibility to fully and timely pay all service bills, and to apply for payment assistance when appropriate.

If EWEB is notified that a payment cannot be processed, the attempted payment will be considered as a Non-Sufficient Funds (NSF) event, and the Account-Holder will be charged accordingly. EWEB requires payment with Verifiable Funds after any NSF event for a period of twelve months.

Payments cannot be accepted by EWEB if a Collection Agency has filed an action in Court for collection on the account.

DISCONNECTION/RECONNECTION OF UTILITY SERVICE AT EWEB'S DISCRETION

EWEB may disconnect Utility Service ***with written notice*** for failure to pay all charges when due.

EWEB may disconnect Utility Service(s) ***without written or verbal notice*** for any of the following reasons:

- Evidence of Tampering/Diversion, Code Violations, Fraud
- To protect health, life or property
- Violation(s) of any part of EWEB policies
- Where no EWEB Account-Holder exists for a service address
- On a temporary basis for Operational Purposes



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An EWEB election to disconnect Utility Service does not foreclose EWEB from exercising any other available rights under law, requiring compliance with this Policy and imposing Service fees or charges consistent with this Policy.

Residential Utility Service may not be disconnected or Restricted for non-payment in the post-noon period of the last business day of the week, during a regular business day immediately preceding an EWEB-observed holiday, or during a 24-hour period when the predicted temperature (as reported by the *National Oceanic and Atmospheric Administration*) is at or below 32 degrees Fahrenheit or at or above 100 degrees Fahrenheit.

Disconnected service will not be resumed while any individuals remain at the residence who occupied the same service address during the time that any outstanding debt was accumulated, unless all charges have been paid in full with Verifiable Funds, or judgment resolving any collection action is satisfied. All inspections and changes in wiring or plumbing of a disconnected service address, as required by local jurisdictions or agencies, will be arranged by Customer at the Customer's expense, prior to reconnection by EWEB.

Where a Property Owner of a disconnected Premises is found to owe EWEB past due monies for any Premises provided with Utility Service for the same Property Owner, Utility Service will not be started or resumed for any Applicant or Customer until outstanding debts are resolved to EWEB's satisfaction. (Remedies for tenants in such situations are located in the "*Landlord – Tenant Law in Oregon*" document published by *Legal Aid Services of Oregon*).

In emergency situations, where it is necessary for Utility Service to be temporarily connected or disconnected to protect health, life or property, EWEB will, at its discretion, take such action without notice or charge to the Customer.

APPEALS

EWEB Customers in disagreement with a utility billing decision, have the right to appeal the decision to EWEB's Appeals Committee. Account-Holder will be notified in writing of the right to appeal on all collection notices as required by law. Appeal forms are available upon request from Customer Service staff. Appeals are only viable and considered when submitted in writing by EWEB Account-Holders or their Authorized Agents.

The Appeals Committee is designated to consider appeals and to render a final decision for each appeal. The Appeals Committee will investigate the appeal and report, in writing to the Customer, the results of its investigation within thirty (30) days from EWEB's receipt of a written appeal. Pending resolution of the appeal, the obligation to pay undisputed and subsequent charges continues. The EWEB service(s) under appeal will continue during the appeal process provided that:



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- No evidence of Fraud, Tampering or Diversion is discovered
- A Legitimate and Valid appeal exists in which the facts asserted support continued service
- Service has not already been disconnected

If a Customer fails to accept or comply with the Appeals Committee's decision, EWEB may proceed with immediate collection efforts without further notice including, but not limited to, disconnection of the Customer's service. The written decision of the Appeals Committee is final when issued.

CODE VIOLATIONS, FRAUD AND FAILURE TO PAY

If a Code Violation is detected, Utility Service may be denied or discontinued without notice. Whenever Utility Service has been discontinued or temporarily suspended by EWEB for Code Violations, Fraud, failure to pay all charges for service, or for violation of any part of this Policy, service will not be resumed until the situation requiring such action has been resolved to the satisfaction of EWEB and any other governmental agency having jurisdiction.

The Customer shall not permit any conditions to exist on their property relating to Utility Services which would cause EWEB to be out of compliance with applicable safety standards or result in a Code Violation attributable to EWEB.

If Fraud against EWEB relating to utility services is detected, EWEB may discontinue Utility Service without notice, refuse service or take other action permitted under law, including referral of the details to appropriate authorities for further investigation and action.

MEDICAL SUPPORT PROGRAM FOR RESIDENTIAL UTILITY SERVICE

EWEB maintains a voluntary Medical Support Program for qualifying Customers who complete and submit the required application form, which includes certification by a Qualified Medical Professional indicating how the requested utility is medically necessary to the health of the occupant. EWEB requires proof of qualifying occupancy as part of the application process. Program application forms are available upon request from Customer Service.

Participation in the Program is valid only for the length of time the health condition is certified to exist, but no longer than twelve (12) months absent renewal. If EWEB determines that a Customer does not qualify, or no longer qualifies for the Program, the Customer will be subject to service in accordance with EWEB's Customer Service Policy.

Customers participating in the Program are not excused from paying for Utility Service and may be required to enter into a written, time-Payment Arrangement with EWEB when a past due balance exists. If a Customer participating in the Program fails to enter into a written time-Payment Arrangement, or to abide by its terms, EWEB will initially restrict electric service. If a Customer



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fails to bring the account current as agreed in the written time-Payment Arrangement, EWEB will disconnect service with notice in accordance with its Customer Service Policy. Any Payment Arrangements in effect when Program participation terminates, remain in effect for the balance owing.

METERING

EWEB will own, install and maintain all necessary Meters for measuring the amounts of Utility Services consumed by Customers. Under certain circumstances, un-Metered Utility Service may be provided at the option of EWEB (see Electric Service Conditions, and Water Service Conditions in separate Electric and Water Utility Policies).

A record will be kept by EWEB of all Meter readings (according to the applicable record retention requirements) as the official record of the evidence of actual usage of Utility Services by Customers. The records will be the basis on which all bills are calculated, except for those Customers having un-Metered service.

Utility Service supplied by EWEB at more than one location must be Metered and specifically billed for each location. 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."

Meters identified as "Shared" (a single Meter serving more than a one residential or commercial unit) will be installed in the Property Owner's name. Billing will commence on the date an active Meter is installed. 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 receives approval from the appropriate inspector as designated by EWEB.
2. Property Owner assumes all billing responsibility for the Shared Meters.
3. Non-Property Owner (Customer, tenant, etc.) assumes billing responsibility with mandatory, up-front monetary deposit to be *held for the life of the Shared Meter account*.

For a Customer-requested Meter change, the Customer will pay the cost based on EWEB's current Rate Schedules. All Meters serving a Customer's Premises will be considered separately and the readings not combined. When an additional Meter(s) is installed to serve a Customer's Premises, each additional Meter will 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. Applicable basic charge(s) or minimum charge(s) will apply to each Meter.



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Common-use Facilities associated with multifamily structures comprised of more than four (4) Living Units will be served on the General Service Rate Schedule and must be billed in the name of the Property Owner. Where a Master Meter is installed, EWEB will not furnish or read auxiliary or sub-Meters used for the Customer's convenience, except under contractual agreement.

Should any Meter malfunction and incorrectly register Consumption of Utility Services, the bill will serve as notification of the Metering malfunction. Customers may submit a written request for a Meter Test for Meter(s) supplying Utility Service to their Premises. Requests for Meter Tests must be received prior to testing and a testing fee will be billed to the Account-Holder at the premise prior to testing. If a tested Meter is found to be inaccurate by the limits set forth by the *American Water Works Association (AWWA)* for water or *Oregon Revised Statutes* and *Industry National Standards (ANSI)* for electric, the Customer's billing will be adjusted in accordance with this Policy (see Billing section). In the event that a Meter test reflects an over-charge, the Meter test fee will be waived.

Meters registering no Consumption for 730 consecutive days may be removed, along with their associated service and related equipment.

RATE SCHEDULE ADJUSTMENTS, REVISION OF POLICIES

EWEB reserves the right to change any or all of its Rate Schedules or Policies, as it deems necessary. This Policy replaces and supersedes the EWEB customer services policies and procedures all utilities previously issued by EWEB. In case of conflict between any provisions of any Rate Schedule and these Policies, the Rate Schedule will apply.

RELEASE OF INFORMATION

Information collected and used by EWEB to conduct Utility business is subject to the *Oregon Public Records Law*. EWEB designates a *Custodian* of its public records to maintain, care for and control the public records owned, used or retained by EWEB.

Disclosure of specific Customer account information is made in accordance with the Customer's consent or, in the absence of consent, disclosure may occur pursuant to a court order or as authorized by Oregon law. EWEB may make Customer records regularly available to third party credit and collection agencies in connection with the management of Customer accounts.

In accordance with Oregon law, EWEB does not delete, alter or otherwise change legally correct and accurate information already present in its records.



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TAMPER/DIVERSION

All EWEB Meters, equipment and services must be kept free of any and all forms of Tamper or Diversion. EWEB maintains an ongoing program for detecting and deterring such activity through inspection, education, collection of costs and revenue loss, and referral to appropriate authorities for investigation and prosecution.

If Utility Service disconnected by EWEB is reconnected without EWEB's authorization, EWEB will separate the service from EWEB's supply system without notice and require inspection prior to reconnection. EWEB will also impose a fee on the customer's account in addition to charges equal to the estimated cost for services used but not previously billed, whichever is greater as well as any Actual Costs of repair and replacement incurred by EWEB. These charges are applicable to each Tampering occurrence.

DAMAGE

Owner is responsible to reimburse EWEB for all costs to repair or replace EWEB property and/or Facilities to their original condition if damaged by owner or non-EWEB persons working under authority of owner. Customer is responsible to reimburse EWEB for all costs to repair or replace EWEB property and/or Facilities to their original condition if damaged by Customer or non-EWEB persons working under authority of Customer.

RECONFIGURATION

In the event that any of EWEB's property and/or Facilities is required to be altered or moved because of a change in configuration or usage of the owner's property, the Property Owner as determined by Lane County records, shall be responsible to prepay the full cost of the alteration or relocation of EWEB Facilities.

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, or other property development activity. 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.

Prior to requested installation of any EWEB utility facilities, it is the responsibility of Customer to coordinate with EWEB engineering. It shall be the responsibility of the Customer to stake engineered grades and locations, conforming to EWEB's Facilities designs, prior to EWEB's



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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.

INTERRUPTIONS, CURTAILMENTS, FLUCTUATIONS, SHORTAGES, AND OUTAGES

EWEB endeavors to supply reliable Utility Services. However, it is inherent that there will be times of failure, interruption, suspension, curtailment or fluctuation. EWEB cannot and will not guarantee constant or uninterrupted delivery of Utility Services. EWEB 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 damages resulting from but not limited to the following:

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 will be notified in a manner reasonably gaged to provide actual notice under the circumstances.
 - (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.



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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. For a description of Customer responsibilities during a curtailment declaration see Water Utility, Water Shortages and Curtailment.

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 or 811**

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.



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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 reasonably 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 make at least one documented attempt to contact 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 Customer is subject to one of the following actions: the Customer will be charged, or EWEB's Facilities will be relocated and the Customer shall reimburse EWEB for Actual Costs. For access to Meters, the Customer must provide key access or permit EWEB to install remote Meter reading equipment, if required.

STRANDED INVESTMENT POLICY

The Stranded Investment Policy, pursuant to Resolution No. 1516, applies to service territory transfers and Customers departing EWEB service territory over 30 Kilowatts of Demand to be serviced by an Electric Service supplier (ESS) or an alternative Utility. EWEB will calculate an exit fee, including replacement cost new less depreciation for stranded utility assets that are not able to be repurposed. The costs categories included in the exit fee for stranded costs will include Customer-related investments, Facilities investments, distribution system investments, transmission investments, and capacity investments.

TEMPORARY SERVICE

Temporary Service refers to Utility Service for short-term or transient type installations. Short-term Temporary Service is limited to 12 months use from date of connection.



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Temporary Service Facilities will be disconnected when permanent electric Facilities have been connected.

Temporary Service is further classified as follows:

1. Construction Operations/Short-Term Commercial Activities

Single-phase or three-phase service for construction operations and for temporary service to short-term commercial businesses shall be charged the costs of installation and removal of equipment and materials. An EWEB temporary account and Meter shall be set up and charged the applicable electric Rate for the duration of the Temporary Service.

Charges for Temporary Service shall be as follows:

- a. Where the Overhead single-phase service drop is 150 feet or less and no additional Facilities are required to provide service, the Customer shall pay a flat fee for temporary single-phase service.
- b. If the Overhead service drop is more than 150 feet in length, or three-phase, or if any additional Facilities are required to provide service, the customer shall pay the flat fee noted above plus costs of installation and removal of such additional Facilities.
- c. The Customer is responsible for furnishing and installing all underground Temporary Service Facilities per EWEB specifications to a designated Point of Delivery at EWEB's electric distribution system.
- d. At the discretion of EWEB, Temporary Services may be a combination of Overhead and underground Facilities.

The Customer's Facilities shall meet current EWEB standards and specifications and maintain National Electrical Safety Code and appropriate governmental agency codes and clearances.

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 EWEB shall not assume any liability for non-EWEB facilities. Customer shall remain responsible to keep utility facilities on the customer side of the point of delivery free from any unauthorized connections.



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GLOSSARY

Account Holder: Individual or entity which is responsible for all transactions on behalf of an account. Account Holders may designate one or more Authorized Agents to act on behalf of the Account Holder, but the ultimate responsibility for all actions remains with the Account Holder.

Account Processing Charge: A non-refundable charge will be billed whenever an Account Holder or Authorized Agent establishes, transfers or reactivates service.

Account Security: A Monetary deposit, personal Guarantor, surety bond, letter of credit or other methods determined and accepted by EWEB to financially guarantee an account.

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

Adverse Credit Actions: Includes but not limited to bankruptcy, Collection Agency referrals, door hangers, final notes, and tampers.

Applicant: A person or legal entity, who or which has not yet met all requirements as stated under Conditions of Service for approval at a new or existing location.

Authorized Agent: An Authorized Agent is individual or entity that authorized to act on behalf of the Account Holder and bind the Account Holder for Utility Service decisions.

Automatic Hookup Agreement (AHU): A signed contract for billing of Utility Service(s) to a Property Owner as determined by Lane County records during vacant or non-signed periods.

Budget Payment Plan: A program that helps balance the seasonal highs and lows, making your monthly payments more predictable throughout the year.

Code Violation: Whenever in the Local, State or Federal Code an act is prohibited or is made or declared to be unlawful or an offense, or the doing of an act is required or the failure to do an act is declared to be unlawful or an offense. Each day a violation continues may constitute a separate offense.

Collection Agency: A business or other entity that specializes in debt collection.

Consumption: The aggregate sum of utilization, demand, satisfaction or benefit that a Customer gains from consuming a given amount of goods or services from EWEB.

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

Customer: Any individual, partnership, corporation, firm, or governmental agency which benefits from EWEB's products or services, including Account-Holders and Authorized Agents.

Diversion: A change in the intended course of water or power without the authorization or consent of EWEB.

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, translosures, valves, pipes, traps, structures and landscaping.



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Favorable Credit: Minimum of twelve (12) consecutive months of Utility Service without Adverse Credit Action and not having any arrearages 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 using fictitious information;
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; or
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 individual who is qualified and accepted by EWEB to financially secure an EWEB account in lieu of other security.

Irrevocable, Stand-By Letter of Credit: A guarantee of payment issued by a bank on behalf of an account holder that is used as payment should the account holder fail to fulfill a contractual commitment with EWEB.

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

Legitimate and Valid: In accordance with established rules and policy.

Load: The total demand for service on EWEB's system at any given time.

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

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

Meter Test: A procedure to measure functionality and accuracy of a EWEB electric or water Meter.

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

Non-Sufficient Funds (NSF): Payment(s) made to an account that is returned unpaid to EWEB by a financial institution.

Operational Purposes: The routine functioning and activities of maintaining delivery of services.

Overhead: Overhead shall be levied on all damage claims, billable work and capital work including, but not limited to, line extensions billed to others. Overhead charges are intended to recover the indirect costs that are necessary for the general operation of the Utility and the conduct of the activities it performs. These indirect costs include, and are not limited to, administrative and general expenses, conservation, Customer accounting, planning,



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engineering studies, construction supervision, work order processing, training, communications, staff meetings, GIS mapping, information technology, safety, risk management, Customer field support, 24/7 dispatch and inspections. Overhead is applied as a percentage of Actual Costs.

Payment Arrangement: A Payment Arrangement gives qualified accounts extra time to pay past due or the total balance on their account.

Point of Delivery: The Point of Delivery shall be the point of attachment of EWEB's Water 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.

Prima Facie: A fact presumed to be true unless it is otherwise disproved.

Premises: A tract of land including some or all of its building(s).

Property Owners: The owner or owners of record title, or the purchaser or purchasers under a recorded land sales agreement, and other persons having an interest of record in the described real property.

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: A dollar amount or total sum required to produce any given Utility Service. Costs may be fixed or variable according to time or conditions.

Rate Classification: The different type of Rates that EWEB charges, usually four in number—residential, commercial, industrial, and others.

Rate Schedule: A statement/schedule of the utility charge to the Customer for receipt of a Utility Service.

Restrict: To reduce or limit the amount of electric or water that is allowed through a Meter.

Rights of Way: A legal right of passage over another person's ground.

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.

Surety Bond: A bond that is a financial guarantee which secures an account by ensuring it receives payment.

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, rings, plate covers, 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.



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

Verifiable Funds: A form of payment that is guaranteed to clear or settle by EWEB certifying the funds.

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