



### **PREFACE**

Thank you for doing business with Eugene Water & Electric Board (EWEB). As a provider of public electric and water services, we seek to provide the best products and services at prices that are reasonable and fair. In doing so, we commit to serving you in the best manner possible. *Our Promise to Customers* and *Customer Service Policy* set clear expectations for our Customers when conducting business with EWEB.

This *Customer Service Policy* serves to help Customers understand 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.

### ***Our Promise to Customers***

#### The right to **SAFETY, PRIVACY and DATA SECURITY**

- EWEB will perform its activities in a manner that prioritizes Customer safety and demonstrates sensitivity and responsiveness to environmental concerns.
- EWEB will minimize environmental impacts of its infrastructure and operations to what is necessary for effective and efficient operations.
- EWEB rigorously protects Customer privacy.
- EWEB does not sell or provide Customer information to third parties except in accordance with Section 1.4.

#### The right to **RESPONSIVE** service and **FAIR** treatment

- All EWEB Customers will be treated promptly and respectfully without regard to age, gender, sexual orientation, race, ethnicity, disability, language proficiency, or social or economic status.
- If at any time Customers have concerns regarding the services provided by EWEB, they should make them known to our staff.
- We commit to addressing grievances in a timely manner including access to Management, the Board and/or a formal appeals process.



### The right to **EASE of BUSINESS TRANSACTIONS**

- Customers can receive information by calling or emailing our Customer Service team, by visiting our website, by coming to our Customer Service location(s) or via a more formal public records request.
- If we are unable to assist the Customer on the first contact, we commit to following up in an agreed upon time frame.

### The right to be **INFORMED**

- Customers will have convenient access to information related to their account, including bills, payment options and due dates.
- Customers have the right to have Customer Service Representatives explain any aspect of their bill.
- EWEB is committed to providing account and product information through a variety of channels so that Customers can make the right choices for themselves.



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### **1.0 CONDITIONS OF SERVICE AND ACCOUNT REQUIREMENTS**

#### **1.1 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 and/or meter 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. Customer is also responsible for installing protective devices to prevent back flow or cross-contamination of the EWEB water system when determined necessary by EWEB personnel. 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 uninterrupted delivery of Utility Services and will not be responsible for loss or damage to life or property resulting from the use of the supplied products or services or from non-EWEB Facilities.

EWEB reserves the right to deny Utility Service or refuse to extend Utility Service where reasonable grounds for refusal are determined to exist. These grounds must be nondiscriminatory. Grounds for refusal could be based on, but not limited to, public health, safety, system reliability and/or capacity, or configuration limitations.

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

Customer and Property Owners will also comply with the Electric and Water Utility Operational Procedures.

#### **1.2 Application for Service**

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 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, for the payment for services provided, and will be billed by means of a single, periodic bill mailed or presented electronically 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.

Aside from EWEB, only Applicants, Account Holders 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.

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.

### **1.3 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
- A Surety Bond from an acceptable surety licensed to do business in Oregon  
A personal Guarantor may be used for residential accounts only. Only qualified individuals are eligible to serve as personal Guarantors.
- 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. A review of the need for Account Security and its amount is available upon request.

### **1.4 Customer Privacy/Release of Information**

EWEB protects Customer privacy. EWEB is required by ORS 646A to protect customer information. Customer information is stored and transmitted through encryption or other secure means. EWEB regularly tests its network and systems for security weaknesses and repairs them if found.

EWEB does not sell Customer information. Disclosure of specific Customer information is made in accordance with the Account Holder's consent. Disclosure may occur pursuant to a court order or as required by law. EWEB may make Customer records available to third party credit and collection agencies in connection with the management of Customer accounts and when necessary to conduct utility operations.

Information collected and used by EWEB to conduct utility business is subject to the ORS 192, *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.

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

## **2.0 BILLING**

### **2.1 General Billing Information**

EWEB will issue bills on a periodic basis based on actual Consumption. 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 or the Customer has Opted Out of advanced meter services and the meter cannot be read for any reason, EWEB reserves the right to estimate the water and/or electric Consumption 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, including Consumption caused by theft of services, as determined by EWEB. In the event of the death of an Account Holder, responsibility for billing must be assumed by the estate or a personal representative.

Price Schedules are applied to locations and services according to use and occupancy at the time of application. The applicable Price 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 Price 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 three (3) 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 EWEB is not economical. No billing adjustment will be available if a meter is found to be accurate, after testing, per the conditions set forth in Section 4.3, Meter Inaccuracies and Tests.

## **2.2 Bill Payment and Financial Assistance**

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 EWEB's "Charges & Prices" 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.

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 may require payment with Verifiable Funds after an NSF event.



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

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 or directly via EWEB bill assistance, when available. It remains the Account Holder's responsibility to fully and timely pay all service bills, and to apply for payment assistance when appropriate.

### **2.3 Appeals**

An EWEB Account Holder in disagreement with a utility bill, supplemental charge or fee, demand notice, or other charge has the right to file an appeal with the EWEB appeals committee. On all collection notices, the Account Holder will be notified in writing of the right to appeal, as required by law. The appeals committee may also consider appeals for water usage or service installation during mandatory curtailment declarations.

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:

- 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 an Account Holder 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 Utility Service. The written decision of the appeals committee is final when issued.

Appeal forms are available on EWEB's website and upon request from EWEB's Customer Service staff. Appeals are only viable and considered when submitted in writing, signed and dated, by the Account Holder or their Authorized Agent.

### **3.0 UTILITY SERVICE AVAILABILITY**

#### **3.1 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 gauged 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 due to a planned outage 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, public health or safety, 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 Operational Policy, Water Shortages and Curtailment.

### 3.2 Disconnection/Reconnection at EWEB's Discretion

EWEB may disconnect Utility Service(s) ***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

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.

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.

### **3.3 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.

### **3.4 Medical Support Program for Residential Utility Service**

EWEB maintains a voluntary medical support program for qualifying residential Customers who complete and submit the required application form, which includes certification by a Qualified Medical Professional indicating how the requested Utility Service(s) is medically necessary to the health of the Customer. EWEB requires proof of qualifying occupancy as part of the application process. Program application forms are available on EWEB's website and upon request from Customer Service.

Participation in the medical support 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 Payment Arrangement with EWEB when a past due balance exists. If a Customer participating in the program fails to enter into a written Payment Arrangement or to abide by its terms, EWEB will initially restrict electric Utility Service. If a Customer fails to bring the account current as agreed in the written 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.

### **3.5 Tampering/Diversion**

All EWEB meters, equipment and services must be kept free of any and all forms of Tampering 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 applicable fees on the Customer's account in addition to charges equal to the estimated cost for services used but not previously billed, as well as any Actual Costs of repair and replacement incurred by EWEB. These charges are applicable to each Tampering



occurrence. In cases where Tampering or Diversion is detected, EWEB's remedies include, but are not limited to, the installation of remote metering equipment.

### **3.6 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. Temporary Service may be extended beyond 12 months by written request and EWEB's written approval. Temporary Service Facilities will be disconnected when permanent electric Facilities have been connected.

An EWEB temporary account and meter shall be set up and charged the applicable Prices for the duration of the Temporary Service. No system development charge will be assessed for temporary water service.

## **4.0 METERING**

### **4.1 General Information**

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 Utility Operational Policy, Electric Service Conditions, and Water Utility Operational Policy, Water Service Conditions).

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 Price 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.

Common-use Facilities associated with multifamily structures comprised of more than four (4) Living Units will be served on the General Service Price 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.

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

### **4.2 Opt-out Program for Communicating Meters**

An authorized Account Holder may enroll in EWEB's Opt-out program to have their meter in a non-communicating mode. Account Holders will not be allowed the Opt-out option if any of the following conditions apply:



1. Customer or Account Holder has Tampered with EWEB Facilities or Diverted Utility Services.
2. Customer or Account Holder has not provided safe and necessary access to meters.
3. A condition on the property or conduct of the Customer, or anyone under the Customer's reasonable control, significantly affects an employee's ability to perform work related functions due to a protected status such as, but not limited to, race or sex.
4. Account Holder is on a General Service Price Schedule.
5. Customer is enrolled in a program that requires a communicating meter.

An Account Holder's Opt-out preference applies to all services on an account. Customers who chose to Opt-out will not have access to advanced services that require communicating meters. To enroll in EWEB's Opt-out program, contact EWEB's Customer Service department. For additional details on EWEB's Opt-out program, please see [eweb.org](http://eweb.org) or contact Customer Service.

### **4.3 Meter Inaccuracies and Tests**

Should any meter 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. 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 Section 2.1, General Billing Information). In the event that a meter test determines that the meter is inaccurate, the meter test fee will be waived. Otherwise, a meter test fee will be billed to the Account Holder. If a meter is removed at an Account Holder's location for which an appeal per Section 2.3 has been filed but not resolved, the removed meter will be retained until the appeals process has concluded.



### **5.0 EWEB PROPERTY AND FACILITIES**

#### **5.1 Damage**

In the event EWEB property and/or Facilities located on Property Owner's property is damaged by Property Owner or non-EWEB persons working under authority of Property Owner, Property Owner is responsible to reimburse EWEB for all Actual Costs to repair or replace EWEB property and/or Facilities to their original condition. Customer is responsible to reimburse EWEB for all Actual Costs to repair or replace EWEB property and/or Facilities located on Customer's property to their original condition if damaged by Customer or non-EWEB persons working under authority of Customer.

#### **5.2 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.

#### **5.3 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 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 as indicated in EWEB's approved design and specifications.

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

#### **5.4 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. 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**

### **5.5 Rights of Way, Rights of Access, and Tree Trimming**

EWEB shall be granted, at no cost, all Rights of Way, rights of access, and easements reasonably necessary to serve a 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 satisfactory corrections are not made within the specified time, EWEB will take corrective action and 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.

Failure to provide and maintain accessibility to the meter shall result in billings estimated to EWEB's satisfaction, surcharges and/or penalties levied, and such remedies as may be available including, but not limited to, the installation of remote metering equipment.

### **5.6 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. Customer-owned circuits and equipment are not permitted on EWEB's pole line. The Customer will not place grounds or other electric connections to EWEB's water equipment; EWEB assumes no liability for failure of the Customer's electric grounds connected to the water system. 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.

### **6.0 RESALE OF UTILITY SERVICES**

Utility Service Price 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 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.

### **7.0 STRANDED INVESTMENT POLICY**

The Stranded Investment Policy, pursuant to Resolution No. 1516 (August 2015), applies to service territory transfers and Customers departing EWEB service territory over 30 kilowatts of demand to be served 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 cost categories included in the exit fee for stranded costs will include Customer-related investments, Facilities investments, distribution system investments, transmission investments, and capacity investments.

### **8.0 PRICE SCHEDULE ADJUSTMENTS, REVISION OF POLICIES.**

EWEB reserves the right to change any or all of its Price Schedules or Policies as it deems necessary. In case of conflict between any provisions of any Price Schedule and these Policies, the Price Schedule will prevail.

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.





**REVISION HISTORY**

<b>Version</b>	<b>Section Revised / Description</b>	<b>Resolution No.</b>	<b>Approved</b>	<b>Effective</b>
1	Wholesale Re-Write 1. Simplification of policy language 2. Removal of internal processes 3. Updated glossary definitions to clarify decision making authority 4. Increased security options for residential customers	No. 1713	06/06/17	06/07/17
2	Wholesale Re-Write 1. Consolidated legally required policy language into a single Board governed Customer Service Policy 2. Removed operational procedures 3. Prices moved to appendices 4. Added Our Promise To Customers to set clear expectations for our Customers when conducting business with EWEB 5. Enhanced the Appeals and Privacy sections 6. Added language to facilitate Advanced Meter Deployment 7. Waived some fees in situations where smart meters eliminate the need for a field visit	No. 1816	06/05/18	06/06/18
3	Section 2.1 General Billing Information – added language to include Opted Out Customers in relation to estimated reads. Section 4.2 Advanced Meter Deployment – added item #3 to list of Opt-out option exceptions.	No. 2022	08/04/20	08/04/20
4	Section 4.2 Advanced Meter Deployment title changed to Opt-out Program for Communicating Meters. Section revised to support the end state of full smart meter deployment. Items #4 and #5 added to list of Opt-out option exceptions.	No. 2109	03/02/21	03/02/21



**APPENDIX A - UTILITY SERVICE CHARGES AND PRICES**

**Late Fee**

Late Fees of 1.5% or \$5.00 (whichever is greater) will apply to past due balances of \$30.00 or greater.  
(Resolution No. 1218)

**Account Collection Charge** (Resolution No. 1828) .....\$10.00

**Move In/Move Out/Transfer**

Next business day or with communicating smart meter ..... No Charge  
Same business day, per trip (Resolution No. 1828) .....\$65.00

**Suspension and Restoration of Service (per trip)**

Suspension of service with communicating smart meter .....No charge  
Suspension during business hours (Resolution No. 1828) ..... \$40.00  
Suspension of service at source due to lack of access\* ..... \$200.00

Restoration request with communicating smart meter.....No charge  
Restoration request during business hours (Resolution No. 1828) ..... \$25.00  
Restoration request after business hours, per trip (Resolution No. 1828)..... \$160.00

\*For services which are suspended at the source, restoration is offered until 3:00 PM, Monday through Friday, excluding EWEB-observed holidays.

**Return Payment (NSF) Charge**.....\$25.00

**Tampering Charge** ..... \$500.00

**Account Processing Charge** ..... \$20.00  
(Resolution No. 1221)

**Lack of Access Charge**..... \$50.00

**Overhead Charges**

Computed at the rate of 28% of Actual Costs (See definitions, Appendix G-Glossary)  
(Resolution No. 1221)

**Meter Test at Customer Request** (Resolution No. 1828) ..... \$125.00

Cost for Customer Requested Meter Test (per Meter, per request)



Only charged if meter is found to be functioning correctly

**Property Management Activity Fee Schedule**

(Resolution No. 1532)

Revocable Permit (One-Time) Administrative costs for setup & recording with County .....	\$400.00
Revocable Permit (As Needed) Operational costs for inspections and/or standby .....	\$225.00
Revocable Entry Permit (One-Time) Administrative costs for setup and tracking .....	\$345.00
Revocable Entry Permit (As Needed) Operational costs for inspections and/or standby .....	\$225.00
Revocable Encroachment Permit (One-Time) Admin costs for setup, survey/mapping encroachment, and recording with County .....	\$940.00
Revocable Encroachment Permit (Annual) Permit renewal fee including encroachment inspection.....	\$335.00
Revocable Encroachment Permit (One-Time) Administrative costs associated with termination for permit (vacation process) .....	\$390.00

**REVISION HISTORY**

<b>Version</b>	<b>Section Revised / Description</b>	<b>Resolution No.</b>	<b>Approved</b>	<b>Effective</b>
1	Moved Utility Services Charges and Prices from Customer Service Policy – All Utilities to Customer Service Policy, Appendix A	No. 1816	06/05/18	06/06/18
2	Updated fees as indicated by Resolution No. 1828	No. 1828	12/04/18	02/01/19
3	Replaced “deployed” with “communicating” in three instances.	No. 2109	03/02/21	03/02/21



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**APPENDIX B - ELECTRIC SERVICE CHARGES AND PRICES**

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**A. Connect/Disconnect of Electric Service at Customers Request for Electrical repairs (per trip) (Resolution No. 1828)**

During regular business hours..... No Charge  
After regular business hours..... \$160.00

**B. Temporary Electric Service Installation Charges**

(Resolution No. 1509)

- 1. Temporary Service (150 feet or less)..... \$280.00
- 2. Temporary Service Conductor (over 150 feet).....\$3.58/ft
- 3. Temporary Transformer (single) .....At estimated cost
- 4. Three-Phase Temporary Service with Primary .....To be computed

**C. Customer-Damaged EWEB Facilities..... Actual Cost**

**D. Service Lateral Substructure Re-Inspection Charge (per visit) ..... \$75.00**

(Resolution No. 1802)

First inspection is included with each request for service.

**E. Residential Service - Schedule R-6**

- 1. Applicable

To underground or overhead Electric Service for separately metered single-family residences, duplexes, triplexes, quads, townhouses, multifamily structures with less than four Living Units, and mobile homes, except as may be otherwise specified by prior contract. Boarding, lodging, rooming houses or group care facilities shall also be considered Residential Services if not more than five private sleeping rooms are used by other than members of the Customer's family.

When a major portion of a dwelling is regularly used for the conduct of business, the Customer may separate the wiring so that the residential portion may be metered separately and billed on the Residential Schedule, otherwise the entire dwelling shall be billed on a General Service Schedule.

Price Schedules apply to the sale of electrical energy for the sole and exclusive use of the Customer. The Customer shall not resell electrical energy supplied by EWEB.

- 2. Character of Service

Single-phase, 60-cycle, nominal 120, 208Y/120 or 240/120 volts, subject to voltage classification available and compatibility with geographic area.



3. **Monthly Price**  
(Resolution No. 2029 – See Revision History)

**Basic Charge** ..... \$20.50 per month

**Delivery Charge (all usage):** ..... \$0.0262 per kWh

**Energy Charge:**

All Kilowatt-Hours.....\$0.0652 per kWh

4. **Minimum Charge**

The minimum charge per month shall be the applicable basic charge

5. **Power Cost Recovery Adjustment**

At the discretion of the Board, the prices may be adjusted for 12 months to reflect the variance between budgeted and actual power cost for the previous calendar year. The adjustment is determined by dividing the amount to be rebated or recovered by the projected annual Kilowatt-Hour sales in that calendar year, and then decreasing or increasing the energy or power component of the price accordingly.

6. **BPA Power Cost Adjustment**

Electric prices may be automatically adjusted for up to 12 months to reflect a future variance in projected power costs due to changes in Bonneville Power Administration (BPA) wholesale prices. The adjustment is determined by dividing the amount to be rebated or recovered by the projected Kilowatt-Hour sales for the appropriate period and then decreasing or increasing the energy or power component of the price accordingly.

7. **Special Provisions**

Individual single-phase motors larger than 7.5 horsepower may be connected only with the written permission of EWEB.

8. **General Terms and Conditions**

Service under this schedule is subject to the policies and procedures of EWEB.

**F. Small General Service - Schedule G-1  
(For Service up to 30 kW)**

1. **Applicable**



To commercial, industrial, commercial irrigation uses, public buildings, churches, public and private schools, public and private hospitals, multifamily structures with four or more Living Units served through one Meter, and their Common Use Facilities. This General Service schedule also applies to rooming, lodging, boarding houses, or group care facilities where more than five private sleeping rooms are used for persons not members of the Customer's immediate family. Service under this schedule is available to Customers with monthly billing Demands that do not exceed 30 Kilowatts. Service is applicable to Customers with the average of the three highest monthly kW Demands in the prior 12-month period not exceeding 30 Kilowatts.

When a major portion of a dwelling is regularly used for the conduct of business, the Customer may separate the wiring so that the residential portion may be metered separately and billed on the Residential schedule, otherwise the entire dwelling shall be billed on the General Service schedule.

All of the Customer's lighting, heating and power requirements shall be served through a single Meter at one Point of Delivery and one Secondary Voltage classification. Service shall be supplied only at the phases and voltages as EWEB may have available. The Customer's Load characteristics must be acceptable to EWEB.

Price Schedules apply to the sale of electrical energy for the sole and exclusive use of the Customer. The Customer shall not resell electrical energy supplied by EWEB.

2. Monthly Price  
(Resolution No. 2029 – See Revision History)

**Basic Charge:**

Single-phase Service .....	\$23.06	per month
Three-phase Service .....	\$34.08	per month

**Demand Charge:**

First 10 kW .....		No Charge
All Additional kW.....	\$7.124	per kW

**Delivery Charge:**

First 1,750 kWh.....	\$0.0358	per kWh
All Additional kWh.....	\$0.0013	per kWh

**Energy Charge:**

All Kilowatt-Hours.....	\$0.0690	per kWh
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3. Minimum Charge



The minimum charge per month shall be the applicable basic charge.

4. Power Cost Recovery Adjustment

At the discretion of the Board, the prices may be adjusted for 12 months to reflect the variance between budgeted and actual power cost for the previous calendar year. The adjustment is determined by dividing the amount to be rebated or recovered by the projected annual Kilowatt-Hour sales in that calendar year, and then decreasing or increasing the energy or power component of the price accordingly.

5. BPA Power Cost Recovery Adjustment

Electric prices may be automatically adjusted for up to 12 months to reflect a future variance in projected power costs due to changes in Bonneville Power Administration (BPA) wholesale prices. The adjustment is determined by dividing the amount to be rebated or recovered by the projected Kilowatt-Hour sales for the appropriate period and then decreasing or increasing the energy or power component of the price accordingly.

6. Demand

The Demand shall be the maximum active energy used by the Customer for any 15-minute period during the month, which is calculated as an average Kilowatt by a suitable Demand Meter.

7. General Terms and Conditions

Service under this schedule is subject to the policies and procedures of EWEB.

**G. Medium General Service - Schedule G-2  
(For Service from 31 kW to 500 kW)**

1. Applicable

To Electric Service for commercial, industrial, and public agency Customers with monthly billing Demands from 31 to 500 Kilowatts. Service is applicable to Customers with the average of the three highest monthly kW Demands in the prior 12-month period falling between 31 and 500 Kilowatts.

All Customer's Load shall be served through a single Meter at one Point of Delivery and one Voltage classification. Service shall be supplied only at the phases and voltages as EWEB may have available. The Customer's Load characteristics must be acceptable to EWEB.





Primary Service may be available for Customers who contract for 300 Kilowatts or more at one Point of Delivery at approximately 12,470 volts. It is not available to Customers inside the underground Secondary Network. All Primary Service shall be three-phase, 60-cycle, at 12,470 volts or higher at the option of EWEB. Secondary Service applies to Customers served below 600 volts.

Price Schedules apply to the sale of electrical energy for the sole and exclusive use of the Customer. The Customer shall not resell electrical energy supplied by EWEB.

2. **Monthly Price**  
(Resolution No. 2029 – See Revision History)

	<u>Secondary Service</u>	<u>Primary Service</u>
<b>Basic Charge:</b>		
Single-phase Service .....	\$38.23	No charge per month
Three-phase Service .....	\$59.30	\$3,444 per month
<b>Demand Charge:</b>		
First 300 kW of Demand .....	\$7.43	No charge per kW
Over 300 kW of Demand.....	\$7.43	\$7.28 per kW
<b>Energy Charge:</b>		
All Kilowatt-Hours.....	\$0.0627	\$0.0618 per kWh

3. **Minimum Charge**

The minimum charge shall be the applicable basic charge.

4. **Power Cost Recovery Adjustment**

At the discretion of the Board, the prices may be adjusted for 12 months to reflect the variance between budgeted and actual power cost for the previous calendar year. The adjustment is determined by dividing the amount to be rebated or recovered by the projected annual Kilowatt-Hour sales in that calendar year, and then decreasing or increasing the energy or power component of the price accordingly.

5. **BPA Power Cost Recovery Adjustment**

Electric prices may be automatically adjusted for up to 12 months to reflect a future variance in projected power costs due to changes in Bonneville Power Administration (BPA) wholesale prices. The adjustment is determined by dividing the amount to be rebated or recovered by the projected Kilowatt-Hour sales for the appropriate period



and then decreasing or increasing the energy or power component of the price accordingly.

6. Demand

The Demand shall be the maximum active energy used by the Customer for any 15-minute period during the month, which is calculated as an average Kilowatt by a suitable Demand Meter.

7. Special Provisions – Primary Service

The Customer shall provide, own, install and maintain all necessary transformers, cutouts, protection equipment, concrete slab or vault, primary metering enclosure, and all distribution equipment beyond the Point of Delivery. EWEB will furnish and install all distribution Facilities to the Point of Delivery and the primary potential and current transformers.

For Primary Service under this Price Schedule, transformer losses will be borne by the Customer and will be measured or calculated at the option of EWEB.

8. General Terms and Conditions

Service under this schedule is subject to the policies and procedures of EWEB.

**H. Large General Service - Schedule G-3  
(For Service from 501 kW to 10,000 kW)**

1. Applicable

To Electric Service for large commercial, industrial, and public agency Customers with monthly billing Demands from 501 to 10,000 Kilowatts. Service is applicable to Customers with the average of the three highest monthly kW Demands in the prior 12-month period falling between 501 and 10,000 Kilowatts.

All Customer's Load shall be served through a single Meter at one Point of Delivery and one Voltage classification. Service shall be supplied only at the phases and voltages as EWEB may have available. The Customer's Load characteristics must be acceptable to EWEB.

Primary Service is available for Customers who contract for 300 Kilowatts or more at one Point of Delivery at approximately 12,470 volts. It is not available to Customers inside the underground Secondary Network. All Primary Service shall be three-phase,



60-cycle, at 12,470 volts or higher at the option of EWEB. Secondary Service applies to Customers served below 600 volts.

Price Schedules apply to the sale of electrical energy for the sole and exclusive use of the Customer. The Customer shall not resell electrical energy supplied by EWEB.

2. **Monthly Price**

(Resolution No. 2029 – See Revision History)

	<u>Secondary Service</u>	<u>Primary Service</u>	
<b>Basic Charge:</b> .....	\$2,757	\$2,680	per month
<b>Demand Charge:</b>			
First 300 kW of Demand .....	No charge	No charge	
Over 300 kW of Demand.....	\$7.688	\$7.486	per kW
<b>Energy Charge:</b>			
All Kilowatt-Hours.....	\$0.0498	\$0.0489	per kWh

3. **Minimum Charge**

The minimum charge shall be the applicable basic charge.

4. **Power Cost Recovery Adjustment**

At the discretion of the Board, the prices may be adjusted for 12 months to reflect the variance between budgeted and actual power cost for the previous calendar year. The adjustment is determined by dividing the amount to be rebated or recovered by the projected annual Kilowatt-Hour sales in that calendar year, and then decreasing or increasing the energy or power component of the price accordingly.

5. **BPA Power Cost Recovery Adjustment**

Electric prices may be automatically adjusted for up to 12 months to reflect a future variance in projected power costs due to changes in Bonneville Power Administration (BPA) wholesale prices. The adjustment is determined by dividing the amount to be rebated or recovered by the projected Kilowatt-Hour sales for the appropriate period and then decreasing or increasing the energy or power component of the price accordingly.

6. **Demand**



The Demand shall be the maximum active energy used by the Customer for any 15-minute period during the month, which is calculated as an average Kilowatt by a suitable Demand Meter.

7. Special Provisions – Primary Service

- a. The Customer shall provide, own, install and maintain all necessary transformers, cutouts, protection equipment, concrete slab or vault, primary metering enclosure, and all distribution equipment beyond the Point of Delivery. EWEB will furnish and install all distribution Facilities to the Point of Delivery and the primary potential and current transformers.
- b. For Primary Service under this Price Schedule, transformer losses will be borne by the Customer and will be measured or calculated at the option of EWEB.
- c. Service to eligible Loads will be provided under the Large General Service Price Schedule G-3 or by separate power service contracts at the discretion of the General Manager.

8. General Terms and Conditions

Service under this schedule is subject to the policies and procedures of EWEB.

**I. Very Large General Service – Schedule G-4  
(For Service over 10,000 kW)**

1. Applicable

To Electric Service for large commercial, industrial, and public agency Customers with monthly billing Demands over 10,000 Kilowatts, or Customers classified as New Large Single Load (“NLSL”) by the Bonneville Power Administration (“BPA”). Service is applicable to NLSL Customers or Customers with the average of the three highest monthly kW Demands in the prior 12-month period exceeding 10,000 Kilowatts.

All Customer’s Load shall be served through a single Meter at one Point of Delivery and one Voltage classification. Service shall be supplied only at the phases and voltages as EWEB may have available. The Customer’s Load characteristics must be acceptable to EWEB.

Primary Service is available for Customers who contract for 300 Kilowatts or more at one Point of Delivery at approximately 12,470 volts. It is not available to Customers inside the underground Secondary Network. All Primary Service shall be three-phase,



60-cycle, at 12,470 volts or higher at the option of EWEB. Secondary Service applies to Customers served below 600 volts.

Price Schedules apply to the sale of electrical energy for the sole and exclusive use of the Customer. The Customer shall not resell electrical energy supplied by EWEB.

2. Provisions

- a. Service to new Loads will be provided under the Very Large General Service Price Schedule G-4 or by separate power service contracts.
- b. EWEB will, to the extent necessary, secure wholesale power and transmission service to serve the Loads.
- c. Loads defined as NLSL are not eligible to receive preference power for service to such NLSL. Prior to entering into a contract for service EWEB will discuss power supply options with the NLSL. All other fees and the minimum charge detailed below are applicable to NLSL's.
- d. Based on their size, NLSL may incur non-traditional costs of service, such as Renewable Portfolio Standard ("RPS") compliance. The NLSL will bear the cost of compliance with the applicable RPS resulting from the addition of the NLSL.
- e. For NLSL Customers, the Energy and Demand price will be calculated as necessary and is dependent on the forecast monthly energy and peak Demand forecast for the Customer and EWEB's cost of service including the power and Demand to meet the NLSL Load.
- f. For NLSL Customers, an Energy and/or Demand Power Cost Adjustment ("PCA") may apply. An Energy or Demand PCA may be calculated at any time. A PCA will be calculated if the power purchased to serve the NLSL differs materially, or if the actual Load differs materially from forecast.
- g. A Facilities charge will be applicable to NLSL Customers and will be calculated as necessary.
- h. All fees imposed by any governmental agency will be passed through to the NLSL Customer.

3. Monthly Price

(Resolution No. 2029 – See Revision History)

	Secondary <u>Service</u>	Primary <u>Service</u>
<b>Basic Charge:</b> .....	\$2,785	\$2,711 per month



**Demand Charge:**

First 300 kW of Demand.....	No charge	No charge
Over 300 kW of Demand.....	\$7.35	\$7.14 per kW

**Energy Charge:**

All Kilowatt-Hours.....	\$0.0668	\$0.0668 per kWh
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4. Minimum Charge

The minimum charge shall be the applicable basic charge.

5. Demand

The Demand shall be the maximum active energy used by the Customer for any 15-minute period during the month, which is calculated as an average Kilowatt by a suitable Demand Meter.

6. Special Provisions – Primary Service

The Customer shall provide, own, install and maintain all necessary transformers, cutouts, protection equipment, concrete slab or vault, primary metering enclosure, and all distribution equipment beyond the Point of Delivery. EWEB will furnish and install all distribution Facilities to the Point of Delivery and the primary potential and current transformers.

For Primary Service under this Price Schedule, transformer losses will be borne by the Customer and will be measured or calculated at the option of EWEB.

7. Power Cost Recovery Adjustment

At the discretion of the Board, the prices may be adjusted for 12 months to reflect the variance between budgeted and actual power cost for the previous calendar year. The adjustment is determined by dividing the amount to be rebated or recovered by the projected annual Kilowatt-Hour sales in that calendar year, and then decreasing or increasing the energy or power component of the price accordingly.

8. General Terms and Conditions

Service under this schedule is subject to the policies and procedures of EWEB.

**J. Special Very Large General Service – Schedule G-5  
(For Service over 10,000 kW)**



1. Applicable

To Electric Service for large commercial and industrial Customers with monthly billing Demands over 10,000 Kilowatts where EWEB served the location prior to 1980 and the location is outside the urban growth boundary of the City of Eugene. Service is applicable to Customers with the average of the three highest monthly kW Demands in the prior 12-month period exceeding 10,000 Kilowatts. Service will be at the primary service level (approximately 12,470 volts).

All Customer’s Load shall be served through a single Meter at one Point of Delivery and one Voltage classification. Service shall be supplied only at the phases and voltages as EWEB may have available. The Customer’s Load characteristics must be acceptable to EWEB.

Price Schedules apply to the sale of electrical energy for the sole and exclusive use of the Customer. The Customer shall not resell electrical energy supplied by EWEB.

2. Monthly Price

(Resolution No. 2029 – See Revision History)

**Basic Charge:** .....\$9,576 per month

**Demand Charge:** ..... \$5.22 per kW

**Energy Charge:** .....\$0.0494 per kWh

3. Minimum Charge

The minimum charge shall be the applicable basic charge.

4. Demand

The Demand shall be the maximum active energy used by the Customer for any 15-minute period during the month, which is calculated as an average Kilowatt by a suitable Demand Meter.

5. Special Provisions – Primary Service

The Customer shall provide, own, install and maintain all necessary transformers, cutouts, protection equipment, concrete slab or vault, primary metering enclosure, and all distribution equipment beyond the Point of Delivery. EWEB will furnish and install all distribution Facilities to the Point of Delivery and the primary potential and current transformers.



For Primary Service under this Price Schedule, transformer losses will be borne by the Customer and will be measured or calculated at the option of EWEB.

6. Power Cost Recovery Adjustment

At the discretion of the Board, the prices may be adjusted for 12 months to reflect the variance between budgeted and actual power cost for the previous calendar year. The adjustment is determined by dividing the amount to be rebated or recovered by the projected annual Kilowatt-Hour sales in that calendar year, and then decreasing or increasing the energy or power component of the price accordingly.

7. General Terms and Conditions

Service under this schedule is subject to the Policies and Procedures of EWEB.

**K. Customer-Owned Street Lighting Service - Schedule J-3  
(Closed to New Services)**

1. Applicable

To governmental agency, lighting district, and water district-owned daily, dusk-to-dawn lighting systems which illuminate streets, alleys, and thoroughfares used primarily for motorized vehicular traffic and which meet EWEB's specifications.

2. Specifications

System type and design must be approved by EWEB.

3. Monthly Price

<u>Description</u>	<u>Lamp Type</u>	<u>Net per Lamp</u>
175 Watt MV	Mercury Vapor	\$ 8.07
250 Watt MV	Mercury Vapor	\$10.58
400 Watt MV	Mercury Vapor	\$15.28
700 Watt MV	Mercury Vapor	\$24.79

4. Power Cost Recovery Adjustment

At the discretion of the Board, the prices may be adjusted for 12 months to reflect the variance between budgeted and actual power cost for the previous calendar year. The adjustment is determined by dividing the amount to be rebated or recovered by the





projected annual Kilowatt-Hour sales in that calendar year, and then decreasing or increasing the energy or power component of the price accordingly.

### 5. BPA Power Cost Recovery Adjustment

Electric prices may be automatically adjusted for up to 12 months to reflect a future variance in projected power costs due to changes in Bonneville Power Administration (BPA) wholesale prices. The adjustment is determined by dividing the amount to be rebated or recovered by the projected Kilowatt-Hour sales for the appropriate period and then decreasing or increasing the energy or power component of the price accordingly.

### 6. Special Provisions

#### a. Prices

Monthly prices provide only for delivery of energy and associated Utility costs.

#### b. Ownership

Customers served under this schedule are responsible for all operation and maintenance of their lighting facilities.

#### c. Additional EWEB Services

Customers may apply for a contractual agreement between the Customer and EWEB to provide for operation and maintenance services. Charges to the Customer for such services shall be based on Actual Cost of materials, labor, and equipment, plus appropriate Overhead and administrative costs.

#### d. Restrictions

- (1) Customer-owned lighting systems shall not be installed or modified by the Customer when located on EWEB-owned Facilities.
- (2) No new lighting fixtures or systems shall be served under this schedule.

### 7. General Terms and Conditions

Service under this schedule is subject to the policies and procedures of EWEB.

## **L. Customer-Owned Street Lighting Service - Schedule J-4**

### 1. Applicable



To governmental agency, lighting district, and water district-owned daily, dusk-to-dawn lighting systems which illuminate streets, alleys, and thoroughfares used primarily for motorized vehicular traffic and which meet EWEB's specifications.

2. Specifications

System type and design must be approved by EWEB.

3. Monthly Price

<u>Description</u>	<u>Lamp Type</u>	<u>Net per Lamp</u>
35 Watt HPS	High Pressure Sodium	\$ 3.74
50 Watt HPS	High Pressure Sodium	\$ 4.20
70 Watt HPS	High Pressure Sodium	\$ 5.11
100 Watt HPS	High Pressure Sodium	\$ 5.77
150 Watt HPS	High Pressure Sodium	\$ 7.39
200 Watt HPS	High Pressure Sodium	\$ 9.30
250 Watt HPS	High Pressure Sodium	\$11.07
310 Watt HPS	High Pressure Sodium	\$12.97
400 Watt HPS	High Pressure Sodium	\$15.82
1000 Watt HPS	High Pressure Sodium	\$33.51
1000 Watt MH	Metal Halide	\$33.23

4. Power Cost Recovery Adjustment

At the discretion of the Board, the prices may be adjusted for 12 months to reflect the variance between budgeted and actual power cost for the previous calendar year. The adjustment is determined by dividing the amount to be rebated or recovered by the projected annual Kilowatt-Hour sales in that calendar year, and then decreasing or increasing the energy or power component of the price accordingly.

5. BPA Power Cost Recovery Adjustment

Electric prices may be automatically adjusted for up to 12 months to reflect a future variance in projected power costs due to changes in Bonneville Power Administration (BPA) wholesale prices. The adjustment is determined by dividing the amount to be rebated or recovered by the projected Kilowatt-Hour sales for the appropriate period and then decreasing or increasing the energy or power component of the price accordingly.



### 6. Special Provisions

#### a. Prices

Monthly prices provide only for delivery of energy and associated Utility costs.

#### b. Ownership

Customers served under this schedule are responsible for initial design, purchase and installation costs, and for all operation and maintenance of their lighting facilities.

#### c. Additional EWEB Services

Customers may apply for a contractual agreement between the Customer and EWEB to provide for design, installation, and operation and maintenance services. Charges to the Customer for such services shall be based on Actual Cost of materials, labor, and equipment, plus appropriate Overhead and administrative costs.

#### d. Restrictions

Customer-owned lighting systems shall not be installed or modified by the Customer when located on EWEB-owned Facilities.

### 7. General Terms and Conditions

Service under this schedule is subject to the policies and procedures of EWEB.

## **M. Customer-Owned Street Lighting Service (LED) - Schedule J-5**

### 1. Applicable

To governmental agency, lighting district, and water district-owned daily, dusk-to-dawn lighting systems which illuminate streets, alleys, and thoroughfares used primarily for motorized vehicular traffic and which meet EWEB's specifications.

### 2. Specifications

System type and design must be approved by EWEB.

### 3. Monthly Price

(Resolution No. 2029 – See Revision History)



<u>Description</u>	<u>Lamp Type</u>	<u>Net per Lamp</u>
0 to 40 Watt	Light Emitting Diode	\$ 3.17
41 to 80 Watt	Light Emitting Diode	\$ 3.74
81 to 120 Watt	Light Emitting Diode	\$ 5.45
121 to 200 Watt	Light Emitting Diode	\$ 6.74
201+ Watt	Light Emitting Diode	\$18.13

4. Power Cost Recovery Adjustment

At the discretion of the Board, the prices may be adjusted for 12 months to reflect the variance between budgeted and actual power cost for the previous calendar year. The adjustment is determined by dividing the amount to be rebated or recovered by the projected annual Kilowatt-Hour sales in that calendar year, and then decreasing or increasing the energy or power component of the price accordingly.

5. BPA Power Cost Recovery Adjustment

Electric prices may be automatically adjusted for up to 12 months to reflect a future variance in projected power costs due to changes in Bonneville Power Administration (BPA) wholesale prices. The adjustment is determined by dividing the amount to be rebated or recovered by the projected Kilowatt-Hour sales for the appropriate period and then decreasing or increasing the energy or power component of the price accordingly.

6. Special Provisions

a. Prices

Monthly prices provide only for delivery of energy and associated Utility costs.

b. Ownership

Customers served under this schedule are responsible for initial design, purchase and installation costs, and for all operation and maintenance of their lighting facilities.

c. Additional EWEB Services



Customers may apply for a contractual agreement between the Customer and EWEB to provide for design, installation, and operation and maintenance services. Charges to the Customer for such services shall be based on Actual Cost of materials, labor, and equipment, plus appropriate Overhead and administrative costs.

d. Restrictions

Customer-owned lighting systems shall not be installed or modified by the Customer when located on EWEB-owned Facilities.

7. General Terms and Conditions

Service under this schedule is subject to the policies and procedures of EWEB.

**N. Private Property Lighting Service - Schedule L-3  
(Closed to New Services)**

1. Applicable

To overhead outdoor lighting from dusk-to-dawn each day throughout the year for lighting private property with Facilities supplied by EWEB.

The 100-, 200- and 400-watt applications are no longer available for new installations, in accordance with Eugene City Code 9.6725. Existing fixtures will be replaced as part of a maintenance program.

2. Specifications

System shall be overhead construction on existing wood poles, consisting of aerial circuits with mast arms not longer than four feet and standard street lighting luminaries using high pressure sodium lamps. All equipment used to furnish service under this schedule shall be furnished, owned, operated and maintained by EWEB.

3. Monthly Price

<u>Description</u>	<u>Lamp Type</u>	<u>Net per Lamp</u>
100 Watt HPS	High Pressure Sodium	\$ 6.06
200 Watt HPS	High Pressure Sodium	\$ 9.82
400 Watt HPS	High Pressure Sodium	\$ 16.74

4. Power Cost Recovery Adjustment



At the discretion of the Board, the prices may be adjusted for 12 months to reflect the variance between budgeted and actual power cost for the previous calendar year. The adjustment is determined by dividing the amount to be rebated or recovered by the projected annual Kilowatt-Hour sales in that calendar year, and then decreasing or increasing the energy or power component of the price accordingly.

### 5. BPA Power Cost Recovery Adjustment

Electric prices may be automatically adjusted for up to 12 months to reflect a future variance in projected power costs due to changes in Bonneville Power Administration (BPA) wholesale prices. The adjustment is determined by dividing the amount to be rebated or recovered by the projected Kilowatt-Hour sales for the appropriate period and then decreasing or increasing the energy or power component of the price accordingly.

### 6. Special Provisions

- a. Service will be furnished only under contracts for not less than three years. Contracts may be terminated before expiration of the contract period only after receipt by EWEB of contracted monthly price multiplied by the number of months remaining on the contract. After the contracted revenue requirement is satisfied, and upon demand of the Customer, EWEB will remove any EWEB-owned Facilities installed to provide such Schedule L-3 service.
- b. Service under this schedule will be provided only where unmetered 120-volt power is available within a normal Service Drop or a secondary span extension. Metered service shall not be provided under this schedule.
- c. Any damage to the luminaire(s) or mast arm(s) or replacement beyond fair wear and tear will, at the option of EWEB, be charged to the Customer.
- d. A monthly pole rental fee of \$1.00 shall be added to the above lamp charge(s) in all cases where an existing pole is dedicated to the sole and exclusive use for private lighting supplied by EWEB.

### 7. General Terms and Conditions

Service under this schedule is subject to the policies and procedures of EWEB.

## **O. Private Property Lighting Service - Schedule L-4**

### 1. Applicable



To overhead outdoor lighting from dusk-to-dawn each day throughout the year for lighting private property with Facilities supplied by EWEB. For the purposes of administering this service, the primary references are Eugene Code 9.6725 and all EWEB policies and procedures pertaining to light pollution, light trespass and glare.

### 2. Specifications

System shall be overhead construction on existing poles, consisting of aerial circuits with a four-foot standard mast arm's length. Non-standard equipment may be considered at EWEB's sole discretion if so doing so would help mitigate light pollution. All equipment used to provide service under this schedule shall be furnished, owned, operated and maintained by EWEB.

### 3. Monthly Price

<u>Description</u>	<u>Lamp Type</u>	<u>Net per Lamp</u>
50 Watt High Efficiency	High Pressure Sodium	\$4.40
70 Watt High Efficiency	High Pressure Sodium	\$5.37
150 Watt High Efficiency*	High Pressure Sodium	\$7.79

\* Available only in limited commercial applications, as determined by EWEB.

### 4. Power Cost Recovery Adjustment

At the discretion of the Board, the prices may be adjusted for 12 months to reflect the variance between budgeted and actual power cost for the previous calendar year. The adjustment is determined by dividing the amount to be rebated or recovered by the projected annual Kilowatt-Hour sales in that calendar year, and then decreasing or increasing the energy or power component of the price accordingly.

### 5. BPA Power Cost Recovery Adjustment

Electric prices may be automatically adjusted for up to 12 months to reflect a future variance in projected power costs due to changes in Bonneville Power Administration (BPA) wholesale prices. The adjustment is determined by dividing the amount to be rebated or recovered by the projected Kilowatt-Hour sales for the appropriate period and then decreasing or increasing the energy or power component of the price accordingly.

### 6. Special Provisions



- a. Service will be furnished only under contracts for not less than three years. Contracts may be terminated before expiration of the contract period only after receipt by EWEB of contracted monthly price multiplied by the number of months remaining on the contract. After the contracted revenue requirement is satisfied, and upon demand of the Customer, EWEB will remove any EWEB-owned Facilities installed to provide such Schedule L-4 service.
- b. Service under this schedule will be provided only where unmetered 120-volt power is available within a normal Service Drop or a secondary span extension. Metered service shall not be provided under this schedule.
- c. Any damage to the luminaire(s) or mast arm(s) or replacement beyond fair wear and tear will, at the option of EWEB, be charged to the Customer.
- d. A monthly pole rental fee of \$1.00 shall be added to the above lamp charge(s) in all cases where an existing pole is dedicated to the sole and exclusive use for private lighting supplied by EWEB.

### 7. General Terms and Conditions

Service under this schedule is subject to the policies and procedures of EWEB.

### **P. Medium General Service – Schedule Pilot Time of Use C-TOU-1 (For Service from 31 kW to 500 kW)**

EWEB is proposing a limited time of use pilot for commercial customers. The time of use pilot allows a customer to benefit from shifting load to off-peak hours. The intent of the pilot is to allow customers to receive the benefit of load shifting while EWEB works through metering, billing, and customer accounting changes with a small group of customers. The pilot price is limited due to billing constraints, but it is structured to be revenue neutral. Customers would not be guaranteed bill savings under this pilot.

The design is constructed to pass along savings from EWEB's BPA network transmission (NT) bill and on- and off-peak price differentials. The BPA NT bill is determined by EWEB's peak kilowatt demand at the time of the BPA's transmission system peak. Historical data was reviewed to confirm the on-peak demand period coincided with the BPA transmission system peak. Therefore, a shift in demand from on-peak to off-peak hours will have a corresponding reduction in BPA NT bills every two years when BPA resets their prices.

The on- and off-peak energy pricing differential is based on the wholesale market price differential. If the customer shifts from on-peak to off-peak hours, EWEB is able to benefit from the difference in market prices to realize the on- and off- peak price differential. Both the





demand and energy off-peak pricing represents real cost savings to EWEB that can be passed along to customers who can consume proportionately more in the off-peak periods.

1. **Applicable**

To Electric Service for commercial, industrial, and public agency Customers with monthly billing Demands from 31 to 500 Kilowatts. Service is applicable to Customers with the average of the three highest monthly kW Demands in the prior 12-month period falling between 31 and 500 Kilowatts.

All Customer’s Load shall be served through a single Meter at one Point of Delivery and one Voltage classification. Service shall be supplied only at the phases and voltages as EWEB may have available. The Customer’s Load characteristics must be acceptable to EWEB.

Customers are currently not eligible for the Medium General Service Commercial Time of Use pilot. Secondary Service applies to Customers served below 600 volts.

Price Schedules apply to the sale of electrical energy for the sole and exclusive use of the Customer. The Customer shall not resell electrical energy supplied by EWEB.

2. **Monthly Price**

(Resolution No. 2029 – See Revision History)

	<u>Secondary Service</u>	<u>Primary Service</u>	
<b>Basic Charge:</b>			
Single-phase Service .....	\$38.23	No charge	per month
Three-phase Service .....	\$59.30	\$3,444	per month
<b>Demand Charge:</b>			
On-Peak Demand .....	\$7.43	\$7.28	per kW
Off-Peak Demand.....	\$5.39	\$5.24	per kW
<b>Energy Charge:</b>			
On-Peak Kilowatt-Hours .....	\$0.0680	\$0.0671	per kWh
Off-Peak Kilowatt-Hours .....	\$0.0606	\$0.0597	per kWh

**On and Off-Peak Hours**

Winter (beginning November 1st of each year)

On-Peak	7:00 a.m. to 11:00 a.m.	Monday - Friday
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Off-Peak	5:00 p.m. to 9:00 p.m.	Monday - Friday
	9:00 p.m. to 7:00 a.m.	Monday - Friday
	11:00 a.m. to 5:00 p.m. All hours	Monday - Friday Saturday, Sunday and NERC Holidays**

Summer (beginning May 1<sup>st</sup> of each year)

On-Peak	12:00 p.m. to 8:00 p.m.	Monday - Friday
Off-Peak	8:00 p.m. to 12:00 p.m. All hours	Monday - Friday Saturday, Sunday and NERC Holidays**

\*\*North American Electric Reliability Corporation (NERC) Holidays include:

New Year's Day  
 Memorial Day  
 Independence Day  
 Labor Day  
 Thanksgiving Day  
 Christmas Day

### 3. Minimum Charge

The minimum charge shall be the applicable basic charge.

### 4. Power Cost Recovery Adjustment

At the discretion of the Board, the prices may be adjusted for 12 months to reflect the variance between budgeted and actual power cost for the previous calendar year. The adjustment is determined by dividing the amount to be rebated or recovered by the projected annual Kilowatt-Hour sales in that calendar year, and then decreasing or increasing the energy or power component of the price accordingly.

### 5. BPA Power Cost Recovery Adjustment

Electric prices may be automatically adjusted for up to 12 months to reflect a future variance in projected power costs due to changes in Bonneville Power Administration (BPA) wholesale prices. The adjustment is determined by dividing the amount to be rebated or recovered by the projected Kilowatt-Hour sales for the appropriate period and then decreasing or increasing the energy or power component of the price accordingly.

### 6. Demand



The Demand shall be the maximum active energy used by the Customer for any 15-minute period during the month, which is calculated as an average Kilowatt by a suitable Demand Meter.

### 7. General Terms and Conditions

Service under this schedule is subject to the policies and procedures of EWEB.

### **Q. Large General Service – Schedule Pilot Time of Use C-TOU-2 (For Service from 501 kW to 10,000 kW)**

EWEB is proposing a limited time of use pilot for commercial customers. The time of use pilot allows a customer to benefit from shifting load to off-peak hours. The intent of the pilot is to allow customers to receive the benefit of load shifting while EWEB works through metering, billing, and customer accounting changes with a small group of customers. The pilot price is limited due to billing constraints, but it is structured to be revenue neutral. Customers would not be guaranteed bill savings under this pilot.

The design is constructed to pass along savings from EWEB's BPA network transmission (NT) bill and on- and off-peak price differentials. The BPA NT bill is determined by EWEB's peak kilowatt demand at the time of the BPA's transmission system peak. Historical data was reviewed to confirm the on-peak demand period coincided with the BPA transmission system peak. Therefore, a shift in demand from on-peak to off-peak hours will have a corresponding reduction in BPA NT bills every two years when BPA resets their prices.

The on- and off-peak energy pricing differential is based on the wholesale market price differential. If the customer shifts from on-peak to off-peak hours, EWEB is able to benefit from the difference in market prices to realize the on- and off- peak price differential. Both the demand and energy off-peak pricing represents real cost savings to EWEB that can be being passed along to customers who can consume proportionately more in the off-peak periods.

#### 1. Applicable

To Electric Service for large commercial, industrial and public agency Customers with monthly billing Demands from 501 to 10,000 Kilowatts. Service is applicable to Customers with the average of the three highest monthly kW Demands in the prior 12-month period falling between 501 and 10,000 Kilowatts.

All Customer's Load shall be served through a single Meter at one Point of Delivery and one Voltage classification. Service shall be supplied only at the phases and voltages as EWEB may have available. The Customer's Load characteristics must be acceptable to EWEB.



Primary Service is available for Customers who contract for 300 Kilowatts or more at one Point of Delivery at approximately 12,470 volts. It is not available to Customers inside the underground Secondary Network. All Primary Service shall be three-phase, 60-cycle, at 12,470 volts or higher at the option of EWEB. Secondary Service applies to Customers served below 600 volts.

Price Schedules apply to the sale of electrical energy for the sole and exclusive use of the Customer. The Customer shall not resell electrical energy supplied by EWEB.

2. Monthly Price

	Secondary <u>Service</u>	Primary <u>Service</u>	
<b>Basic Charge:</b> .....	\$451.00	\$434.58	per month
<b>Demand Charge:</b>			
On-Peak Demand .....	\$7.69	\$7.48	per kW
Off-Peak Demand.....	\$5.65	\$5.44	per kW
<b>Energy Charge:</b>			
On-Peak Kilowatt-Hours .....	\$0.05510	\$0.05417	per kWh
Off-Peak Kilowatt-Hours .....	\$0.04769	\$0.04276	per kWh

**On and Off-Peak Hours**

Winter (beginning November 1st of each year)

On-Peak	7:00 a.m. to 11:00 a.m.	Monday - Friday
	5:00 p.m. to 9:00 p.m.	Monday - Friday
Off-Peak	9:00 p.m. to 7:00 a.m.	Monday - Friday
	11:00 a.m. to 5:00 p.m.	Monday - Friday
	All hours	Saturday, Sunday and NERC Holidays**

Summer (beginning May 1<sup>st</sup> of each year)

On-Peak	12:00 p.m. to 8:00 p.m.	Monday - Friday
Off-Peak	8:00 p.m. to 12:00 p.m.	Monday - Friday
	All hours	Saturday, Sunday and NERC Holidays**

\*\*North American Electric Reliability Corporation (NERC) Holidays include:  
New Year's Day



Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

3. Minimum Charge

The minimum charge shall be the applicable basic charge.

4. Power Cost Recovery Adjustment

At the discretion of the Board, the prices may be adjusted for 12 months to reflect the variance between budgeted and actual power cost for the previous calendar year. The adjustment is determined by dividing the amount to be rebated or recovered by the projected annual Kilowatt-Hour sales in that calendar year, and then decreasing or increasing the energy or power component of the price accordingly.

5. BPA Power Cost Recovery Adjustment

Electric prices may be automatically adjusted for up to 12 months to reflect a future variance in projected power costs due to changes in Bonneville Power Administration (BPA) wholesale prices. The adjustment is determined by dividing the amount to be rebated or recovered by the projected Kilowatt-Hour sales for the appropriate period and then decreasing or increasing the energy or power component of the price accordingly.

6. Demand

The Demand shall be the maximum active energy used by the Customer for any 15-minute period during the month, which is calculated as an average Kilowatt by a suitable Demand Meter.

7. Special Provisions – Primary Service

The Customer shall provide, own, install and maintain all necessary transformers, cutouts, protection equipment, concrete slab or vault, primary metering enclosure, and all distribution equipment beyond the Point of Delivery. EWEB will furnish and install all distribution Facilities to the Point of Delivery and the primary potential and current transformers.

For Primary Service under this Price Schedule, transformer losses will be borne by the Customer and will be measured or calculated at the option of EWEB.



8. General Terms and Conditions

Service under this schedule is subject to the policies and procedures of EWEB.

**R. Dark Fiber Lease**

1. Availability

EWEB’s fiber optic cables run through public right-of-way and are owned and maintained by EWEB. This Price Schedule applies to public agencies and higher-level educational institutions as well as medical service providers within EWEB’s service territory, with the exception of any other price that may apply under a separate agreement or Price Schedule.

2. Character of Service

EWEB’s Dark Fiber Lease Price Schedule (DFL-1) pertains to the available surplus fiber strands contained within EWEB’s existing fiber-optic system, covering the Eugene metropolitan area and other areas within EWEB’s service territory. Subscribing to EWEB’s Dark Fiber Lease allows the interconnecting entity to obtain an indefeasible right of use of allocated EWEB-owned fiber strands for the purpose of transmitting voice, data and/or video signals between locations.

3. Interconnection

The Customer is responsible for providing a complete Conduit path from the termination point inside their facility to EWEB Facilities near the Customer premise, in accordance with EWEB’s Fiber Optic Customer Standards. All Customer provided Conduit pathway facilities and patch panels shall be inspected and approved by EWEB prior to connection of the lateral extension. After connectivity, EWEB will own and maintain all Facilities up to and including the patch panel.

4. Advance Engineering Fee

All prospective EWEB Dark Fiber Lease subscribers must work with EWEB to complete an Advance Engineering Estimate of the cost and schedule for EWEB to provide dark fiber connectivity. A non-refundable \$500.00 fee is required prior to completing the Advance Engineering Estimate.

Advance Engineering Fee .....\$500.00  
(Resolution No. 1304)

5. Construction Agreement



A signed “Dark Fiber Optic Circuit Construction Agreement” is required by EWEB before commencement of the detail Engineering design and construction of the lateral extension.

6. Non-Recurring Charges

The Customer shall pay an amount equal to 100 percent of the actual design and construction costs, payable upon completion of Dark Fiber connectivity.

7. Recurring Charges

The monthly charge for Dark Fiber Lease is determined by multiplying the length of the subscribed fiber strand(s) times the current monthly price. The length of each fiber strand is determined from EWEB’s Geographic Information System (GIS) Fiber Manager Application rounded up to the nearest one-half mile length. This information will be recorded in the Lease Agreement.

Dark Fiber Lease bills shall be rendered quarterly.

**2020-2021 Monthly Price per Strand Mile\* ..... \$29.60**

Note: \*The Dark Fiber Lease Price Schedule will be adjusted annually based on updated Cost of Service Analysis (COSA) or the City of Portland Consumer Price Index if no COSA was performed. (Resolution No. 1907)

Dark Fiber Lease price to for-profit commercial customers shall be two-times the above published public purpose price. (Resolution No. 1705)

8. General Terms and Conditions

Service under this schedule is subject to the policies and procedures of EWEB.

**S. Business Growth and Retention CREDIT (BGR-1)  
(For Service from 100 kW to 10,000 kW of New or On-going Incremental Demand)**

(Resolution No. 2029 – See Revision History)

1. Purpose

New and expanding businesses can provide broad economic benefits to the community and EWEB customers, but often have high up-front costs associated with capital improvements, including utility infrastructure. The Business Growth and Retention Credit is intended to provide short-term discounted electric pricing to support business growth when such development demonstrates clear economic, environmental and community benefits.



### 2. Applicable

This Credit is applicable as an addendum to the otherwise applicable General Service electric price schedule for qualified Customers locating or expanding service on EWEB's transmission and/or distribution system(s). New or existing General Service Customers who add a minimum of 100 Kilowatts (kW) of billing demand may qualify. Service is applicable to customers with the average of the three highest monthly kW demands in a 12-month rolling period falling between 100 and 10,000 kilowatts of either new or incremental demand that has demand response capability.

Customers taking service must first be approved for participation in EWEB's Business Growth & Retention Program based on specified attributes the project brings to the community.

### 3. Price

The BGR-1 Credit is calculated annually based on the difference between the average ICE Mid-C Flat forward price curve and the Customer's average applicable retail energy (kWh) price. The value associated with the difference between market and retail pricing is shared between EWEB and the Customer.

2021 BGR Price for Medium General Service Customers: \$0.013 per kilowatt hour  
2021 BGR Price for Large General Service Customers: \$0.010 per kilowatt hour

The BGR-1 Credit is exclusively applied to the new or incremental energy (kWh) use in the form of an annual bill credit. The BGR Credit will not be paid for any Billing Period that Customer fails to meet 100 kW minimum additional Demand.

### 4. Contract

Service under the BGR-1 Credit is provided under a signed agreement with a term of two – four years depending on EWEB's evaluation of the load growth potential, level of utility investment and potential future revenue received from the customer. EWEB reserves the right to reduce the term if the project's actual load growth and revenues are lower than anticipated when the contract was signed.

### 5. Start Date

The start date of the incentive price period shall commence within 24 months from the date of execution of the contract for service and shall be designated by the Customer and EWEB within the BGR-1 agreement. *(This 24-month period is to accommodate construction prior to full operation.)*





6. Metering

Separate electric metering for new or additional Load may be required if, in EWEB’s sole opinion, it is necessary to provide service under this schedule. The Customer will be responsible for any costs associated with providing separate electric metering.

7. General Terms and Conditions

Service under this schedule is subject to the policies and procedures of EWEB.

**T. Partial Requirements Service Pricing (C-PRP)  
(For Service from 1,000 kW or greater)**

1. Applicable

To Large Nonresidential Customers supplying all or some portion of their load by self-generation operating on a regular basis, where the self-generation has a total nameplate rating of 1,000 Kilowatts or greater. A Large Nonresidential Customer is a commercial, industrial, and public agency Customer with monthly billing Demands of 1,000 Kilowatts or greater. Service is applicable to Customers with the average of the three highest monthly kW Demands in the prior 12-month period falling over 1,000 Kilowatts.

Service shall be supplied only at the phases and voltages as EWEB may have available. The Customer’s Load characteristics must be acceptable to EWEB and metering installed and maintained by EWEB at the Point of Delivery and applicable generation facilities to record the fifteen-minute power demand.

Price Schedules apply to the sale of electrical energy for the sole and exclusive use of the Customer. The Customer shall not resell electrical energy supplied by EWEB.

2. Monthly Price

(Resolution No. 2029 – See Revision History)

**Basic Charge:** ..... \$508.96 per month

**Facilities Charge:**

Per Kilowatt of Facilities Capacity ..... \$3.41 per gross kW

**Power Indifference Surcharge:**

Per Kilowatt of Facilities Capacity ..... \$18.98 per gross kW



**Energy Charge:**

Summer On-Peak Kilowatt-Hours .....	\$0.0423	per kWh
Summer Mid-Peak Kilowatt-Hours .....	\$0.0316	per kWh
Summer Off-Peak Kilowatt-Hours .....	\$0.0197	per kWh
Shoulder On-Peak Kilowatt-Hours .....	\$0.0345	per kWh
Shoulder Mid-Peak Kilowatt-Hours.....	\$0.0277	per kWh
Shoulder Off-Peak Kilowatt-Hours.....	\$0.0213	per kWh
Winter On-Peak Kilowatt-Hours .....	\$0.0476	per kWh
Winter Mid-Peak Kilowatt-Hours.....	\$0.0392	per kWh
Winter Off-Peak Kilowatt-Hours.....	\$0.0339	per kWh

**On and Off-Peak Hours**

Summer (beginning May 1st of each year to September 30th)

On-Peak	2:00 p.m. to 6:00 p.m.	Monday - Friday
Shoulder	7:00 a.m. to 2:00 pm	Monday - Friday
	6:00 p.m. to 12:00 a.m.	Monday - Friday
	9:00 a.m. to 11:00 p.m.	Saturday, Sunday and NERC Holidays**
Off-Peak	12:00 a.m. to 7:00 a.m.	Monday - Friday
	11:00 p.m. to 9:00 a.m.	Saturday, Sunday and NERC Holidays**

Winter (beginning December 1st of each year to January 31st)

On-Peak	7:00 a.m. to 10:00 a.m.	Monday - Friday
	5:00 p.m. to 7:00 p.m.	Monday - Friday
	5:00 p.m. to 7:00 p.m.	Saturday, Sunday and NERC Holidays**
Shoulder	5:00 a.m. to 7:00 a.m.	Monday - Friday
	10:00 a.m. to 5:00 p.m.	Monday - Friday
	7:00 p.m. to 11:00 p.m.	Monday - Friday
	6:00 a.m. to 5:00 p.m.	Saturday, Sunday and NERC Holidays**
	7:00 p.m. to 11:00 p.m.	NERC Holidays**
Off-Peak	11:00 p.m. to 5:00 a.m.	Monday - Friday
	11:00 p.m. to 6:00 a.m.	Saturday, Sunday and NERC Holidays**



Shoulder (beginning February 1st of each year to April 30<sup>th</sup> and beginning October 1<sup>st</sup> of each year to November 30<sup>th</sup>)

On-Peak	6:00 a.m. to 11:00 a.m.	Monday - Friday
Shoulder	4:00 a.m. to 6:00 a.m.	Monday - Friday
	11:00 a.m. to 11:00 p.m.	Monday - Friday
	6:00 a.m. to 1:00 p.m.	Monday - Friday
	5:00 p.m. to 11:00 p.m.	Saturday, Sunday and NERC Holidays**
Off-Peak	11:00 p.m. to 4:00 a.m.	Monday - Friday
	11:00 p.m. to 6:00 a.m.	Saturday, Sunday and NERC Holidays**
	1:00 p.m. to 5:00 p.m.	NERC Holidays**

\*\*North American Electric Reliability Corporation (NERC) Holidays include:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

### 3. Minimum Charge

The minimum charge shall be the applicable basic charge.

### 4. Facilities Capacity

The Facilities Capacity for the Facilities Charge and the Power Indifference Surcharge will be equal to the capability to deliver power at the Point of Delivery or an alternative facilities capacity value mutually agreed upon by the Customer and EWEB.

### 5. Power Cost Recovery Adjustment

At the discretion of the Board, the prices may be adjusted for 12 months to reflect the variance between budgeted and actual power cost for the previous calendar year. The adjustment is determined by dividing the amount to be rebated or recovered by the projected annual Kilowatt-Hour sales in that calendar year, and then decreasing or increasing the energy or power component of the price accordingly.

### 6. BPA Power Cost Recovery Adjustment



Electric prices may be automatically adjusted for up to 12 months to reflect a future variance in projected power costs due to changes in Bonneville Power Administration (BPA) wholesale prices. The adjustment is determined by dividing the amount to be rebated or recovered by the projected Kilowatt-Hour sales for the appropriate period and then decreasing or increasing the energy or power component of the price accordingly.

7. Energy Charge

The Energy Charge applies to energy supplied to the Customer by EWEB.

8. Demand Charge

The Demand for the Demand Charge shall be the maximum active energy used by the Customer for any 15-minute period during the month, which is calculated as an average Kilowatt by a suitable Demand Meter.

9. Special Provisions – Primary Service

The Customer shall provide, own, install and maintain all necessary transformers, cutouts, protection equipment, concrete slab or vault, primary metering enclosure, and all distribution equipment beyond the Point of Delivery. EWEB will furnish and install all distribution Facilities to the Point of Delivery and the primary potential and current transformers.

For Primary Service under this Price Schedule, transformer losses will be borne by the Customer and will be measured or calculated at the option of EWEB.

10. Special Provisions – Partial Requirements Service Agreements

Prior to receiving service under this schedule, the Customer must enter into a written service agreement specifying the terms and conditions of service. This includes the items below and any other information necessary for implementation of service under this schedule:

- **Interconnection Agreement:** Customer and EWEB must have an Interconnection Agreement, which is consistent with EWEB Interconnection Standard. The Interconnection Standard is available upon request from EWEB or on EWEB's website.
- **Scheduling Agreement:** Customer owned generation service under this schedule requires power scheduling, tagging and other generation power management services. The customer must provide an agreement to EWEB



demonstrating adequate assurance of scheduling and related services being provided by EWEB, the Customer, or a third party.

Eligibility for the Partial Requirements Service schedule requires execution of a service agreement with the aforementioned terms and conditions.

### 11. General Terms and Conditions

Service under this schedule is subject to the policies and procedures of EWEB.

## U. Transmission Delivery Service

### 1. Applicability

This policy applies to any Eligible Customer seeking access to EWEB's electrical distribution system.

### 2. Purpose

EWEB will provide Point To Point Transmission Service on a non-discriminatory basis pursuant to applicable law, the applicable rates, terms and conditions of this Operations Policy, and in accordance with the requirements set forth in EWEB's Transmission Service Policy.

Point To Point Transmission Service is for the receipt of capacity and energy at designated Point(s) of Receipt and the transmission of such capacity and energy to designated Point(s) of Delivery.

### 3. General Requirements

#### Terms and Conditions for Service

Transmission service shall be in accordance with EWEB's Transmission Service Policy. EWEB's Transmission Service Policy is available upon request from EWEB.

### 4. Process and Procedure

#### Application for Transmission Service

Customer shall submit a Completed Application to EWEB for transmission service over EWEB's electric system. Applications, sample documents, information and requirements for interconnection are available upon request from EWEB.



5. Transmission Delivery Service Prices (Updated [December, 2015](#))

2016 Transmission Prices	per kW-Year	per kW-month
a. McKenzie Substation Common	\$5.36	\$0.45
b. Transmission System	\$18.11	\$1.51
Transformation Price	\$19.69	\$1.64

**V. Power Purchase Rate Schedules  
(Customer Generation Systems Less than 200kW)**

The following Power Purchase Rate Schedules are available to EWEB Customers with CG Systems as applicable:

- Renewable Net-Metered Rate
- Annual Renewable Generation Purchase Rate

These Rate Schedules are subject to annual review and may be adjusted or amended at the discretion of the EWEB Board. Service under all Schedules is subject to EWEB Customer Services Policies and Procedures.

1. Renewable Net-Metered Rate Schedule  
(For Generation Less than or Equal to 25 kW)

a. Applicability

Renewable Net-metered Rates shall apply to a CG System interconnected in parallel to EWEB on the Customer's side of the meter and sized such that it primarily offsets the Customer's Load at the site.

Renewable Net-metered Rates are available only to a CG System with an installed output capacity less than or equal to 25 kW, that use solar power, wind power, fuel cells, hydroelectric power, landfill gas, digester gas, waste, dedicated energy crops available on a renewable basis, or low-emission, non-toxic biomass based on solid organic fuels from wood, forest, or field residues.

- b. A Customer who uses the net-metered approach shall be responsible to pay the monthly basic charge, demand charge, energy charge, distribution charge and reactive charge applicable to its rate class.



c. At the end of each monthly meter reading cycle, excess energy generated by the CG System as measured by EWEB’s billing meter shall be credited at the excess generation rate listed below. The resulting amount shall be credited to the Customer’s EWEB bill in that same billing cycle.

d. Renewable Net-metered Rate

Excess generation for CG Systems will be credited based on the following rate:

All kWh of excess generation.	\$0.0693	per kWh
<small>(Resolution No. 2119 – See Revision History)</small>		

2. Annual Renewable Generation Purchase Rate Schedule  
(For Generation Less than 200 kW)

a. Applicability

Rate schedule applies to residential, commercial, industrial and public agency Customers with EWEB approved Renewable Energy generation systems that are connected directly to the EWEB electric distribution system, that have an installed output capacity greater than 25 kW and less than 200 kW, and that use solar power, wind power, hydroelectric power, landfill gas, digester gas, waste, dedicated energy crops available on a renewable basis, or low-emission, non-toxic biomass based on solid organic fuels from wood, forest, or field residues.

Rate schedule applies to the purchase of electrical energy generated by Customer’s Renewable Energy generation system. Purchase power rate shall be applied to short-term Standard Offer contracts for renewable electric generation systems connected to EWEB.

b. Annual Renewable Generation Rate  
(Resolution No. 2119 – See Revision History)

Purchased Power and RECs	\$0.0724	per kWh
Purchased Power Only	\$0.0693	per kWh

c. Energy delivered to the EWEB system will be credited to Owner’s generation account monthly according to the Rate Schedule above. Payments for renewable electric generation credits will be issued once per year in December in the form of a check.

**W. Joint Use Fees and Charges**  
(Resolution No. 2107)



The following are fees and charges for joint use wireline, equipment related to wireline, antennae and equipment related to antenna attachments. This information is excerpted from the Pole Attachment Agreement.

**For wireline and related equipment, the following are applicable:**

1. Terms and Conditions (#13 and #14 from Appendix A of the Pole Attachment Agreement)

13. As compensation for the use of space on Permitter's Poles on each Structure, Permittee shall pay to Permitter, at the beginning of each Contract Year of the Agreement, the following amounts for Permittee's attachments to Permitter's Poles:

Rate per Cable attachment x number of Cable attachments  
Rate per Equipment attachment x number of Equipment attachments

14. The rates for attachments will be recomputed annually using the formula that follows:

- 14.1. Cable Attached to Permitter's Poles:

$$\text{Pole Rate} = \frac{\text{Space Occupied by Cable} \times \text{Net Investment in Poles} \times \text{Carrying Charge}}{\text{Total Usable Space} \times \text{Number of Poles}}$$

- 14.2. Equipment Attached to Permitter's Poles:

$$\text{Equipment Rate} = 2 \times \text{Pole Rate}$$

June 1, 2021 – May 31, 2022 Pole Rate:

Noncompliance Rate	\$16.33
Compliance Rate	\$14.69

2. Fee Schedule for Non-Recurring Charges (from Appendix C of the Pole Attachment Agreement)

- a. Application Processing Fee  
(Electronically or Written)

\$25.00 first pole; + \$2.00 per pole thereafter





### b. Inspections

In instances where Permittor has sufficient electronic Pole Attachment data existing in its system of record, Permittor may elect to perform a desktop Inspection, which is defined as an Inspection performed using only existing electronic data, maps and pictures. There are no Inspection fees associated with a desktop Inspection.

In instances where Permittor does not have sufficient electronic data to perform a desktop Inspection or the desktop Inspection results in findings that require a field visit, the following Inspection fees apply:

- i. Pre-Construction Inspection Fees – these fees are based upon Applications by various entities that wish to attach a cable, or other device, to Permittor’s Facilities and also occurs prior to when a Permittee wishes to place new cables and/or additional equipment. All Pre-Construction and Post-Construction Inspections are broken into three levels of time usage and complexity.

#### Level 1 (Visual Inspection)

\$40.00 first pole; \$5.00 each pole thereafter

Level 1 Inspections are defined as a “drive by” that does not require the inspector to exit the vehicle and are intended to identify that clearances and strength of the structure are visibly verifiable. These Inspections are typically performed when the Permittee has provided all required information given the type of request on the Application form.

#### Level 2 (Measured Inspection)

\$50.00 first pole; \$10.00 each pole thereafter

Level 2 Inspections are most commonly performed when the poles do not appear to have proper clearance to accommodate the newly proposed Attachment or when the Permittee has failed to provide all required information given the type of request on the Application form. Under these conditions the Permittor deems it prudent to obtain measurements and other data at the Structure or along the line.

#### Level 3 (Pole Analysis Inspection)



\$175.00 first pole; \$30.00 each pole thereafter

Level 3 Inspections are most commonly performed when the poles do not appear to have proper strength to accommodate the newly proposed Attachment or when the Permittee has failed to provide all required information given the type of request on the Application form.

Permittor will not charge Pre-Construction Inspection Fees for an Application to remove Attachments.

- ii. Post-Construction Inspection Fees – these Inspections are completed after a Pre-Construction Inspection has been approved, and the installation by the original requesting company has been completed.

Level 4 (Visual Inspection)

\$40.00 first pole; \$5.00 each pole thereafter

Level 4 Inspections are defined as a “drive by” that does not require the inspector to exit the vehicle and are intended to identify that the Permittee has complied with the engineering data provided in the Application form. This level of Inspection will be used for all removals of Attachments, unless the removal has resulted in damage to the pole in which case additional fees to assess the damage may apply.

Level 5 (Measured Inspection)

\$50.00 first pole; \$10.00 each pole thereafter

Level 5 Inspections are most commonly performed when it appears that the Permittee has failed to perform construction in accordance with the specifications on their Application form, has created a NESC violation or has attached to the pole prior to receiving approval from Permittor.

Level 6 (Pole Analysis Inspection)

\$175.00 first pole; \$30.00 each pole thereafter

Level 6 Inspections are most commonly performed when it appears that the Permittee has attached to a pole prior to receiving approval



from Permittor and appears to have compromised the integrity of the existing structure.

- c. Unauthorized Attachment Fee - 5 x annual rental fee\*

\*Over 60 days without permit application - Additional \$100.00 + 5 x annual rental fee (recurring every 60 days)

- d. Anchor Attachment Fee - \$145.00

- e. Failure to Timely Transfer, Abandon or Remove Facilities Fee

First 30 days - 1/5 Annual Attachment Fee per day, per pole

Second 30 days and thereafter - Annual Attachment Fee per day, per pole

- f. Topping Pole – Refer to Schedule I

- g. Transfers – Refer to Schedule I

### 3. Schedule I – Unit Cost of Transferring Facilities and Average Costs of Various Pole Operations

Crossarms, all types	\$191.00
Anchor Strand or Overhead Guy	\$191.00
Sidewalk Anchor Guy and Pipe	\$376.00
*Drop wire (No Splicing)	\$60.00
*Service Conduit	\$125.00
*Messenger and Cable Bolted to Pole or Cable Arm (No Splicing)	\$236.00
*Messenger Deadends	\$176.00
*Cable Riser (Including Pipe and Moulding – No Splicing)	\$472.00
*Cable Terminations (No Splicing)	\$251.00
Lowering Pole to Ground	\$402.00
Hauling Pole to Yard	\$484.00



Topping Pole \$146.00

\*Cost for temporary transfers shall be billed at 50% of the above rate.

NOTE: Costs for transferring Facilities not covered by this Schedule will be negotiated in each instance.

**For antennae and related equipment, the following are applicable:**

A. Wireless Fee Schedule  
06/27/2018\*

Macro Application Fee - \$2,000.00.

This fee covers the pre-site review, review of all required documents (antenna specs & build, pole load analysis, RF analysis, etc.), pre-construction meeting, post construction inspection, and project management associated to the site(s). It does not include the cost of design and the make-ready work. That is in addition to the application fee.

Small Cell or DAS (Distributed Antenna System) Application Fee - \$1,000.00.

This fee covers the pre-site review, review of all required documents (antenna specs & build, pole load analysis, RF analysis, etc.), pre-construction meeting, post construction inspection, and project management associated to the site(s). It does not include the cost of design and the make-ready work. That is in addition to the application fee.

Small Cell or DAS Pole Lease Fee -

Pole Top - \$1,800.00 per year.

This is for the antenna and a small amount of equipment (per standard) to be mounted on pole.

Mid-Pole – rate is determined by the pole attachment rental rate (OAR 860-028-0110[2]) multiplied by the Lessee’s authorized attachment space. These costs are recalculated annually. See SLA (Site Lease Agreement) for billing schedules.

Monthly electric consumption for small cell sites will be a flat rate. Monthly rate is \$65.96 per month.

Macro Cell Pole Lease Fee -



Secondary or Guy Stub Pole - \$650.00 per month. This is for the antenna, radio heads (if able to conform to COE requirements) and conduit on the pole. All ancillary equipment to be groundmount.

Primary or Feeder Pole - \$1,150.00 per month. This is for the antenna, radio heads (if able to conform to COE requirements) and conduit on the pole. All ancillary equipment to be groundmount.

All macro cell sites on Secondary/Guy Stub and Primary/Feeder poles will have a metered service.

Communication Tower and Transmission Structure – fees are based on equipment installed on tower or structure and space occupied in EWEB owned building. Where no building exists, and ground space is required for equipment, a separate Land Lease Agreement will be required if on EWEB property. Annual individual fees are as follows:

### Building Space

Full rack (6'x20"x19")	\$3,256.00
Floor space/sq. ft	\$93.00
Annual power fee	\$226.00
Annual emergency power fee per rack	\$170.00

### Antennas

#### Non-Dish

50'-89'	\$372.00
90'-129'	\$464.00
130'+	\$558.00

#### 2' Dish

50'-89'	\$496.00
90'-129'	\$542.00
130'+	\$587.00

#### 4' Dish

50'-89'	\$1,023.00
90'-129'	\$1,139.00
130'+	\$1,233.00

#### 6' Dish

50'-89'	\$1,582.00
90'-129'	\$1,744.00
130'+	\$1,862.00



8' Dish		
50'-89'		\$2,047.00
90'-129'		\$2,255.00
130'+		\$2,489.00
10' Dish		
50'-89'		\$2,605.00
90'-129'		\$2,885.00
130'+		\$3,116.00

\*Fees subject to change and may be reviewed annually.

**X. Downtown Network Service Connection Charge**

(Resolution No. 2004)

1. Purpose

The downtown secondary network offers increased redundancy and high reliability to customers. The configuration of the network requires new services to use specialized equipment and installation standards. A downtown network service connection charge has been established to distribute the costs of service connection to the secondary network in a consistent and transparent manner.

2. Applicability

The connection charge will be administered for all customers adding load within the downtown network boundary and that are connected to the network grid.

- a. New Development/Service: The connection charge will be calculated based on the estimated demand (kW) on the secondary network.
- b. Existing Services: The connection charge will be determined based on the difference between the new estimated demand and the highest monthly demand (kW) that occurred within the past five years.
  - i. If a single service is replacing multiple services, the sum of the highest demand (kW) will be used.

3. Pricing

Downtown Network Service Connection Charge.....\$315.00 per kW

This charge includes the installation and materials to extend and/or connect EWEB electric facilities to the customer installed substructure and equipment.

The customer will be responsible for the following cost in addition to the connection



charge: Procurement and installation of metering, vaults, boxes, conduits, service lateral conductors and related service lateral connectors.

4. Special Provisions

The downtown network service connection charge will not apply to spot networks. Customers requesting spot network connections will be assessed the full cost of all required labor, equipment, and materials to provide service within the network boundary.

**REVISION HISTORY**

<b>Version</b>	<b>Section Revised / Description</b>	<b>Resolution No.</b>	<b>Approved</b>	<b>Effective</b>
1	Added Transmission Delivery Service Prices (Board adopted May 2018)			
2	Moved Electric Service Charges and Prices from Electric Utility Policy into Customer Service Policy, Appendix B	No. 1816	06/05/18	06/06/18
3	Section U. - Added Applicability, Purpose, General Requirements and Process and Procedure information to Transmission Service Delivery Section from E-VII. Section V. - Added Power Purchase Rate Schedules for Customer Generation Systems Less than 200kW from E-VI, Section F	No. 1822	08/07/18	08/07/18
4	Section E - Flattened tiers for Residential Service – Schedule R-6. Single price governs all consumption levels. No other price changes to any customer classes.	No. 1832	12/04/18	01/01/19
5	Section A - Updated Connect/Disconnect charge for requests after regular business hours	No. 1828	12/04/18	02/01/19
6	Section W – Addition of Appendix A, Terms and Conditions #13 & 14 and Appendix C, Fee Schedule for Non-Recurring Charges from the Pole Attachment Agreement, and Schedule I, Unit Cost of Transferring Facilities &	No. 1906	03/05/19	03/05/19



	Average Costs of Various Pole Operations and the Wireless Fee Schedule.			
7	Section R – Dark Fiber Lease – Monthly Price per Strand Mile updated for 2019	No. 1907	03/05/19	04/01/19
8	Section W – Joint Use Fees – Clarification of language on Mid-Pole rate. Removal of reference to out of date pricing example from SLA.	NA		06/01/19
9	Section S – Business Growth and Retention Credit (BGR – 1) - Updated program eligibility requirements and simplified methodology for calculating and administering the BGR credit. Credit value added, program to be reviewed annually.	Resolution No. 1918 approved at subsequent board meeting.	06/04/19	06/04/19
10	Section S – Business Growth and Retention Credit (BGR – 1) – Resolution number added, per board approval.	No. 1918	07/09/19	07/09/19
11	Section V – Power Purchase Rate Schedules – Renewable Net Metered Rate and Annual Renewable Generation Purchase Rate schedules updated.	No. 1935	12/03/19	01/01/20
12	Section X – Added Downtown Network Service Connection Charge. Section U, V, W - Corrected numbering format to be consistent with rest of document.	No. 2004	01/07/20	01/07/20
13	Section H – Large General Service, Schedule G-3 – Added lettering to paragraphs under section number 8 – Special Provisions – Primary Service and new letter c. Section S – Business Growth and Retention CREDIT, Schedule BGR-1 – Updated pricing for 2020 under section number 3 – Price. Section T – Partial Requirements Service Pricing C-PRP – Updated all charges under section number 2 – Monthly Price.	No. 1935	12/03/19	02/01/20
14	Section R – Dark Fiber Lease – Monthly Price per Strand Mile updated for 2020	No. 1907	03/05/19	04/20/20





15	Section W - Annual Rate Adjustment for Joint Use Fees and Charges	No. 2017	05/05/20	06/01/20
16	<p>Section M - Customer-Owned Street Lighting Service (LED) - Schedule J-5 – Reduced the number of street lighting rates.</p> <p>Section S – Business Growth and Retention CREDIT, Schedule BGR-1 – Updated pricing for 2021 under section number 3 – Price.</p> <p>Section T – Partial Requirements Service Pricing C-PRP – Updated all charges under section number 2 – Monthly Price.</p> <p>Section V – Power Purchase Rate Schedules – Renewable Net Metered Rate and Annual Renewable Generation Purchase Rate schedules updated.</p> <p>Pricing under the following schedules have been rounded to four decimal points instead of five:</p> <p>E. Residential Service - Schedule R-6</p> <p>F. Small General Service - Schedule G-1</p> <p>G. Medium General Service - Schedule G-2</p> <p>H. Large General Service - Schedule G-3</p> <p>I. Very Large General Service – Schedule G-4</p> <p>J. Special Very Large General Service – Schedule G-5</p> <p>P. Medium General Service – Schedule Pilot Time of Use C-TOU-1</p> <p>The Reactive Power Charge was removed from Sections G., H., I., J., and Q.</p>	No. 2029	12/01/20	02/01/21
17	Section W - Joint Use Fees and Charges – Added communication tower and transmission structure fees to the Wireless Fee Schedule.	No. 2103	02/02/21	02/02/21
18	Section W - Annual Rate Adjustment for Joint Use Fees and Charges	No. 2107	05/04/21	05/04/21
19	Section V – Power Purchase Rate Schedules rate adjustment.	No. 2119	12/07/21	01/01/22



**APPENDIX C - WATER SERVICE CHARGES AND PRICES**

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**A. Connect/Disconnect of Water Service at Customer’s Request for Plumbing Repairs (per -trip)**

During regular business hours.....No charge  
After regular business hours (Resolution No. 1828) ..... \$140.00

**B. Temporary Water Meter Service Charges**

Equipment Security Fee (refundable less damage/replacement) ... 105% of equipment cost  
Installation/Relocation ..... 100% cost of 3 hours labor per incident  
Damage/Replacement .....Charged at 100% of replacement cost for parts and labor

For Applicants with credit-related concerns, an additional deposit may be required consistent with Customer Service Policy.

Labor charges are based on Lead Water Meter Mechanic labor rates.

Billed Monthly:

Basic Charge .....EWEB Schedule 2 water prices for 3” water Meter inside City  
Volume Charge ..... EWEB Schedule 2 water prices for inside the City

**C. Water Service Installation Charges**

(Resolution No. 1319)

Meter Installation Charge (New, Pulled or Size Decreased)

< 1" ..... \$275.00  
1" ..... \$375.00  
1 ½" and larger..... At Estimated Cost

Service Installation Charge (New or Preinstalled, including Meter)

1" x < 1" ..... \$2,750.00  
1" x 1" ..... \$2,850.00  
1 ½ " and larger ..... At Estimated Cost

Service Size Enlarged

Any size ..... At Estimated Cost

In addition to the above, whenever a new service installation requires an excavation or other action that damages a street under the City Street Cut Moratorium, an additional amount equal to the fine levied by the City will be added to the Service Installation Charge



**D. Pumping and Delivery Charges Above the Base**

A charge shall apply to all water consumed by Customers served at pumping levels as identified below. This charge is designed to recover the added cost to deliver water to systems above the base. Charges are assessed at increasing amounts at one of three Pumping Levels defined as:

- Level 1 - Customers served by 800 to 850 feet pumping systems.
- Level 2 - Customers served by 975 feet pumping systems.
- Level 3 - Customers served by 1,150 to 1,325 feet pumping systems.

Pumping and delivery charges above the base, if applicable, apply to all consumption and are in addition to regular flat or tiered volume prices in the Residential and General Service classes (Price Schedules 1, 2 and 3). Customers served at Base Level (served from base reservoirs) will incur no pumping and delivery charges above the base.

**E. Residential Water Service Inside the City Limits of Eugene**

**SCHEDULE R-1**

1. Applicable

Within the city limits of Eugene to all separately metered single-family residences, mobile homes, duplexes, triplexes, “quads,” townhouses, and multifamily structures with less than four Living Units.

Boarding, lodging, rooming houses or group care facilities shall also qualify for Residential Service if not more than five private sleeping rooms are used by other than members of the Customer's immediate family. When the majority of a dwelling is regularly used for the conduct of business, the entire dwelling shall be billed on the applicable General Service schedule.

2. Monthly Price (Resolution No. 1734) (Resolution No. 1832 – See Revision History)

The monthly price is composed of three charges: basic charge, volume charge and the pumping and delivery above the base charge, if applicable. The basic customer charge shall be according to the size of Meter provided.

**Basic Charge**

< 1" .....	\$ 20.37	per month
1" .....	\$ 27.50	per month



1-1/2" .....	\$ 42.08	per month
2" .....	\$ 75.39	per month
3" .....	\$ 164.88	per month

**Volume Charge**

First 8,000 gallons.....	\$1.416	per 1,000 gallons
The next 22,000 gallons .....	\$2.391	per 1,000 gallons
All over 30,000 gallons .....	\$3.872	per 1,000 gallons

**Pumping and Delivery Charge Above the Base**

Pumping and delivery charges, if applicable, on all gallons used per month, per 1,000 gallons.

Services at Base Level.....		None
Services at Level 1 (800 to 850 feet).....	24.9¢	per 1,000 gallons
Services at Level 2 (975 feet) .....	49.9¢	per 1,000 gallons
Services at Level 3 (1,150 to 1,325 feet).....	73.8¢	per 1,000 gallons

**Fixed Pumping and Delivery Above the Base**

Level 1 .....	\$3.00
Level 2 .....	\$5.00
Level 3 .....	\$7.00

3. Minimum Charge  
Applicable monthly basic customer charge according to size of Meter provided.
4. General Terms and Conditions  
Service under this schedule is subject to the policies and procedures of EWEB.

**Residential Water Service Outside the City Limits of Eugene**

**SCHEDULE R-2**

- A. Applicable  
Outside the city limits of Eugene to all separately metered single-family residences, mobile homes, duplexes, triplexes, “quads,” townhouses, and multifamily structures with less than four Living Units.

Boarding, lodging, rooming houses or group care facilities shall also qualify for Residential Service if not more than five private sleeping rooms are used by other than



members of the Customer's immediate family. When the majority of a dwelling is regularly used for the conduct of business, the entire dwelling shall be billed on the applicable General Service schedule.

**B. Monthly Price** (Resolution No. 1832 – See Revision History)

The monthly price is composed of three charges: basic charge, volume charge and the pumping and delivery above the base charge, if applicable. The basic customer charge shall be according to the size of Meter provided.

**Basic Charge**

< 1" .....	\$ 26.50	per month
1" .....	\$ 35.75	per month
1-1/2" .....	\$ 54.70	per month
2" .....	\$ 98.00	per month

**Volume Charge**

First 8,000 gallons.....	\$1.841	per 1,000 gallons
The next 22,000 gallons .....	\$3.108	per 1,000 gallons
All over 30,000 gallons .....	\$5.034	per 1,000 gallons

**Pumping and Delivery Charge Above the Base**

Additional pumping and delivery charges, as applicable, on all gallons used per month, per 1,000 gallons.

Services at Base Level.....		None
Services at Level 1 (800 to 850 feet).....	24.9¢	per 1,000 gallons
Services at Level 2 (975 feet) .....	49.9¢	per 1,000 gallons
Services at Level 3 (1,150 to 1,325 feet).....	73.8¢	per 1,000 gallons

**Fixed Pumping and Delivery Above the Base**

Level 1 .....	\$ 3.00
Level 2 .....	\$ 5.00
Level 3 .....	\$ 7.00

**F. General Service Inside the City Limits of Eugene**

Closed to new Customers with consumption in excess of 500,000 gallons per day or 10 million gallons per month.



**SCHEDULE G-1**

1. Applicable

Within the city limits of Eugene to all Commercial, industrial, and Commercial irrigation uses, public buildings, churches, public and private schools, public and private hospitals, multifamily structures with four or more Living Units served through one Meter, and their Common Use Facilities.

This General Service schedule also applies to boarding, lodging, rooming houses or group care facilities where more than five private sleeping rooms are used by other than members of the Customer's immediate family, and in instances where the majority of a dwelling is regularly used for the conduct of business.

2. Monthly Price (Resolution No. 1832 – See Revision History)

The monthly price is composed of three charges: basic charge, volume charge and the pumping and delivery above the base charge, if applicable. The basic charge shall be according to the size of Meter provided.

**Basic Charge**

< 1" .....	\$ 23.23	per month
1" .....	\$ 31.36	per month
1-1/2" .....	\$ 47.96	per month
2" .....	\$ 85.94	per month
3" .....	\$193.62	per month
4" .....	\$330.58	per month
6" .....	\$496.04	per month
8" .....	\$718.03	per month
10" .....	\$1,041.12	per month

**Volume Charge**

All gallons.....	\$ 2.829	per 1,000 gallons
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**Pumping and Delivery Charge Above the Base**

Additional pumping and delivery charges, as applicable, on all gallons used per month, per 1,000 gallons.



Services at Base Level.....	None
Services at Level 1 (800 to 850 feet).....	24.9¢ per 1,000 gallons
Services at Level 2 (975 feet) .....	49.9¢ per 1,000 gallons
Services at Level 3 (1,150 to 1,325 feet).....	73.8¢ per 1,000 gallons

**Fixed Pumping and Delivery Above the Base**

Level 1 .....	\$3.00
Level 2 .....	\$5.00
Level 3 .....	\$7.00

3. **Minimum Charge**

Applicable monthly basic customer charge according to size of Meter provided.

4. **Flat Price for Fire Protection** (Resolution No. 1634)

See Water Service Conditions, Flat Price Fire Protection Service, for identification.

Price per month per inch diameter of pipe .....	\$ 10.93
No charge per month shall be less than.....	\$ 43.72

5. **General Terms and Conditions**

Service under this schedule is subject to the policies and procedures of EWEB.

**G. General Service Outside the City Limits of Eugene**

Closed to new Customers with consumption in excess of 500,000 gallons per day or 10 million gallons per month.

**SCHEDULE G-2**

1. **Applicable**

This schedule is applicable to Residential, Commercial, industrial and other General Service use outside the city limits of Eugene according to whatever contract provisions may be required by EWEB.

Extension of service to new Customers, outside the city limits, Mahlon Sweet Airport, Lane Community College and within dissolved water districts may be subject to city council approval on extension of Water Service.

2. **Monthly Rate** (Resolution No. 1832 – See Revision History)





The monthly price is composed of three charges: basic charge, volume charge and the pumping and delivery above the base charge, if applicable. The basic customer charge shall be according to the size of Meter provided.

**Basic Charge**

< 1" .....	\$ 30.20	per month
1" .....	\$ 40.75	per month
1-1/2" .....	\$ 62.35	per month
2" .....	\$ 111.70	per month
3" .....	\$ 251.70	per month
4" .....	\$ 429.75	per month
6" .....	\$ 644.85	per month
8" .....	\$ 933.45	per month

**Volume Charge**

Plus all gallons used per month .....	\$ 3.678	per 1,000 gallons
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**Pumping and Delivery Charge Above the Base**

Additional pumping and delivery charges, as applicable, on all gallons used per month, per 1,000 gallons.

Services at Base Level.....		None
Services at Level 1 (800 to 850 feet).....	24.9¢	per 1,000 gallons
Services at Level 2 (975 feet) .....	49.9¢	per 1,000 gallons
Services at Level 3 (1,150 to 1,325 feet).....	73.8¢	per 1,000 gallons

**Fixed Pumping and Delivery Above the Base**

Level 1 .....	\$ 3.00
Level 2 .....	\$ 5.00
Level 3 .....	\$ 7.00

3. **Minimum Charge**

Applicable monthly basic customer charge according to size of Meter provided.

4. **Flat Price for Fire Protection** .....(Resolution No. 1634)

See Water Utility, Section W-I-13, paragraph N, for identification.



Price per month per inch diameter of pipe ..... \$ 13.93  
No charge per month shall be less than ..... \$ 55.72

5. General Terms and Conditions

Service under this schedule is subject to the policies and procedures of EWEB.

**H. Flow Tests**

Water Control Not Required: Charged at one-hour labor of a Senior Engineer plus appropriate Overhead and administrative costs.

Water Control Required: Charged at two hours labor for a Utility Lead and Utility Mechanic, equipment, plus appropriate overhead and administrative costs.

**I. Unauthorized Use of Water during Curtailment**

Second Violation: Levied fine of \$300.00 and termination of service.

**J. Surplus and Wholesale Water Sales**

EWEB sells or disposes of surplus or wholesale water under agreements and with entities decided by EWEB. Such entities shall not resell water to another water Utility or entity without EWEB's written consent.

**Schedule 4**

1. Applicable

To the River Road Water District and Santa Clara Water District

2. Monthly Rate (Resolution No. 2030 – See Revision History)

**Basic Charge**..... \$3,632.09 per month

**Volume Charge**

All gallons..... \$ 3.113 per 1,000 gallons

3. Minimum Charge

Applicable monthly basic charge.



4. General Terms and Conditions

Water sales under this schedule are subject to the policies and procedures of EWEB and provisions of the applicable surplus water sales contract.

**Schedule 5**

1. Applicable

To the Willamette Water Company.

2. Monthly Rate (Resolution No. 1934 – See Revision History)

Basic customer charge shall be according to the size of Meter provided.

**Basic Charge**

< 1" .....	\$28.69	per month
1" .....	\$38.72	per month
1 – 1/2" .....	\$59.19	per month
2" .....	\$106.10	per month
3" .....	\$239.04	per month
4" .....	\$408.11	per month
6" .....	\$612.37	per month
8" .....	\$886.43	per month

**Volume Charge**

Plus all gallons .....	\$ 3.653	per 1,000 gallons
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3. Minimum Charge

Applicable monthly basic customer charge according to size of Meter provided.

4. General Terms and Conditions

Water sales under this schedule are subject to the policies and procedures of EWEB and provisions of the applicable surplus water sales contract.

**Schedule 6**

1. Applicable



To the City of Veneta.

- 2. Monthly Rate (Resolution No. 2030 – See Revision History)

**Basic Charge**..... \$967.60 per month

**Volume Charge**

All gallons..... \$ 1.223 per 1,000 gallons

- 3. Minimum Charge

Applicable monthly basic charge provided.

- 4. General Terms and Conditions

Water sales under this schedule are subject to the policies and procedures of EWEB and provisions of the applicable surplus water sales contract.

**K. Plan Review Fees**

These are the costs incurred by EWEB to review and comment on the design plans prepared by the Developer/Customer.

<b>Length of Main in Development</b>	<b>Fee</b>
Up to 500 feet	\$1,000
500 feet to 1,000 feet	\$1,200
1,000 feet to 2,000 feet	\$1,600
2,000 feet to 3,000 feet	\$2,000
3,000 feet to 4,000 feet	\$2,400
Greater than 4,000 feet	\$2,800

**L. Financial Guarantee**

The Oregon Revised Statutes require the receipt of a financial guarantee prior to the approval of a plat for a subdivision to ensure that a water supply will be installed to every lot line in the subdivision. This guarantee, which is intended to ensure construction of the water system is completed, is normally in the form of a bond or letter of credit which is released upon completion of construction.



The financial guarantee amount is based on the total of two items, a unit price per foot of pipe and the number of services:

Cost per foot of pipe (up to 8-inch diameter – costs for pipe greater than 8-inch will be estimated)	\$130
Cost per service	\$1,300

**M. System Connection Fee**

This fee is for the costs incurred by EWEB to physically connect the newly constructed main extension into EWEB’s live water system.

**System Connection Fee – With Hard Surface Restoration** (removal and replacement of an asphalt or concrete surface is required)

Cost per system connection (up to 8-inch diameter – costs for pipe greater than 8-inch will be estimated)	\$9,000
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**System Connection Fee – No Hard Surface Restoration** (removal and replacement of an asphalt or concrete surface is NOT required)

Cost per system connection (up to 8-inch diameter – costs for pipe greater than 8-inch will be estimated)	\$6,500
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**N. Disinfection and Hydrant Testing Fee**

EWEB operations staff disinfects all new main extensions prior to connecting into EWEB’s live system. Once connected, flow tests are completed for all fire hydrants. The fees below are for the costs incurred due to these activities:

Cost per foot of pipe (for disinfection)	\$3
Cost per hydrant test	\$300

**O. Inspection and Permit Fee**

EWEB Engineering staff provide periodic inspection of new main extensions and witness all pressure tests for the new systems. EWEB also obtains the City Permit for work within the Public Right-of-Way and passes this on to the Developer/Customer. The fees below are for the costs incurred due to these activities:

Cost per foot of pipe (for disinfection)	\$2
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Pressure Test	\$320
Permit Cost	Calculated by City

### **P. Watershed Restoration Fee**

The Watershed Restoration Fee is designed to fund the McKenzie Watershed Recovery and Restoration Plan in response to the damage from the Holiday Farm fire. The fee will be in place for up to 60 months to fund the restoration activities and will be recovered in a fixed monthly fee based on customer meter size.

<b>Meter Size</b>	<b>Monthly Charge</b>
1 inch or less	\$3.00
1-1/2 inch	\$4.50
2 inches	\$6.00
3 inches	\$9.00
4 inches	\$12.00
6 inches	\$18.00
8 inches	\$24.00
10 + inches	\$30.00



**REVISION HISTORY**

<b>Version</b>	<b>Section Revised / Description</b>	<b>Resolution No.</b>	<b>Approved</b>	<b>Effective</b>
1	Moved Water Prices from Water Utility Policy into Customer Service Policy, Appendix C	No. 1816	06/05/18	06/06/18
2	Added Developer Fees (07/10/18 Consent Calendar Amendment)	No. 1725	10/03/17	10/03/17
3	Sections E, F, G and J - Combined 5/8 inch and 3/4-inch Basic Charge into "Less than 1 inch" Basic Charge with price being the lower of the two. *Updated Section C to be consistent with other sections (02-01-20).	No. 1832	12/04/18	01/01/19
4	Section A - Updated Connect/Disconnect charge for requests after regular business hours	No. 1828	12/04/18	02/01/19
5	Section J – Surplus and Wholesale Water Sales – Updated Schedule 5 rates applicable to Willamette Water Company.	No. 1934	12/03/19	01/01/20
6	Section J - Surplus and Wholesale Water Sales – Updated Schedule 6 rates applicable to the City of Veneta.	No. 1934	12/03/19	02/01/20
7	Section J - Surplus and Wholesale Water Sales – Updated Schedule 4 rates applicable to the River Road Water District and Santa Clara Water District.	No. 1934	12/03/19	07/01/20
8	Section J - Surplus and Wholesale Water Sales – Updated Schedule 4 rates applicable to the River Road Water District and Santa Clara Water District and Schedule 6 rates applicable to the City of Veneta.	No. 2030	12/01/20	02/01/21
9	Added Section P – Watershed Recovery Fee	No. 2106	03/02/21	07/01/21



**APPENDIX D – WATER SYSTEM DEVELOPMENT CHARGES**

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### **A. Background**

Effective July 1, 1997, EWEB will apply a Water System Development Charge (SDC) to fund capital improvements to meet increased demands on the system caused by new users. This SDC is separate and in addition to any applicable line extension charges, service and Meter installation fees.

EWEB's SDC consists of reimbursement, improvement, and administration charges. The reimbursement charge is based on the value of unused system capacity and is determined by establishing the existing water system plant value and the current system capacity available for future development. The improvement charge is based on the projected water demand necessary to serve future growth and the projected cost of corresponding system improvements identified in EWEB's Water System Capital Improvement Plan. The administration charge covers costs associated with accounting, billing, collection, and periodic review.

These SDCs have been developed and approved by EWEB in accordance with the requirements of ORS 223.297 to 223.314. EWEB's SDC methodology and calculations shall be formally reviewed no less than once every five years, and updated to reflect changes in capital requirements, growth projections, and other material factors that affect determination of the charge. Between each formal review cycle, the charges incorporated herein may be adjusted by application of an appropriate cost index to reflect annual increases in construction costs.

Copies of the technical methodology and other information concerning the basis for this charge are available for public inspection at the EWEB offices.

### **B. Application**

A SDC shall apply to all new Water Services installed and additional demands placed on the water system on and after July 1, 1997 unless otherwise waived or exempted by the provisions of this policy. Assessment and collection of the charges due shall occur at the time a completed new service and/or Meter installation order is placed by the Property Owner, or in the case of a change in use or occupancy, at such time that a building permit is issued for an improvement or modification which results in a new or increased demand on the water system.

### **C. General Provisions and Requirements**

The schedule of charges is based on the size of the Meter installed. The larger the Meter, the higher the cost since a greater demand is placed on the system. The SDC methodology is based on a standard 5/8 inch Meter having a typical peak day maximum



demand of 871 gallons per day. Charges for all other Meter sizes are determined on flow capacity equivalent to a 5/8-inch Meter.

Installation of Water Services and Meters will not proceed until all SDCs and other applicable charges have been billed to and/or paid by the Property Owner in accordance with EWEB’s established billing and collection procedures.

**D. Schedule of Charges**

Meter Size	Meter Equivalence	System Development Charge	
		SDC (Base)	SDC (Upper Level)*
< 1" .....	1 .....	\$ 2,276.00 .....	\$ 3,063.00
1" .....	2.33 .....	\$ 5,691.00 .....	\$ 7,657.00
1.5" .....	5 .....	\$11,382.00 .....	\$15,314.00
2" .....	8 .....	\$18,211.00 .....	\$24,502.00

\* Service areas that are directly fed through pressure levels 800 or above will be charged the upper level SDC.

(Resolution No. 1613)

**E. Calculated Charges**

SDCs for Meter sizes above 2 inches will be calculated manually based on the estimated maximum day demand expressed in 5/8-inch Meter equivalents. EWEB reserves the right to calculate manually the SDC for any service or Meter size which in EWEB’s determination will exhibit demand characteristics inconsistent with assumptions made for purposes of establishing the above schedule of charges. Such instances may include, but are not limited to, accessory dwelling units (ADUs) or equivalent dwellings (800 square feet or less), individually Metered multi-family residential units, large irrigation services, and other applications which fall outside the typical use patterns of EWEB’s various Customer classifications.

In cases where the SDC is calculated manually, EWEB may review subsequent actual water demands of the Property Owner, and retroactively adjust the SDC charge up or down to reflect deviations from the estimated water demand used to determine the original SDC amount. Such adjustments will typically be made within 24 months of the service installation, unless a longer period is required to establish the Customer’s water use characteristics due to partial occupancy, operation, or production.



### **F. Changes in Use and/or Occupancy**

When a new use or change in occupancy occurs that is an expansion or replacement of an existing development, the Property Owner shall pay an SDC for any increase in water demands placed on the system. Such charge shall be calculated and assessed on the additional increment of capacity required, or the incremental difference between the new larger service and the original service.

### **G. Credits**

Credits against the improvement fee portion of the SDC will be granted for qualified public improvements. An example of a qualified public improvement would be when a Property Owner is required to install and pay for a water Main sized larger than necessary for that development to serve future system demands. The credit applies only to the improvement fee portion of the SDC and cannot be larger than the original calculated improvement fee.

### **H. Exemptions**

Unmetered fire lines, hydrant connections, and other Water Services installed solely for the provision of fire protection do not place routine demands on the water system, and therefore are not subject to an SDC.

Temporary Water Services of a short-term, transient nature shall not be assessed an SDC, until such time that they may be converted to service of a permanent nature, in which case the applicable SDC shall be assessed at that time. Water Services provided to vacant properties or unimproved parcels shall be considered temporary until such time buildings or other improvements associated with a permanent occupancy are constructed.

### **I. Abandonment of Services**

When property has been previously served and the service has been abandoned, SDCs will not be assessed if the service being requested is the same size or smaller than the original service and the associated water demands are comparable. In this case, the Property Owner must demonstrate that either a previous SDC was paid, or that the original service was installed prior to implementation of this policy.

### **J. Conditional Waivers for Low-Income Housing Projects**

EWEB may waive, in whole or in part, SDCs for low-income housing projects. To ensure Water Utility financial stability, working cash must be \$500,000 above the Board target. Low-income housing projects may include multi-family rental



developments, single family home ownership developments, accessory dwelling units, tiny homes, and other non-traditional housing developments with a common facility for water service.

EWEB will use the same criteria to determine eligibility for conditional waivers that the City of Eugene uses to determine eligibility for its SDC exemptions for low-income housing developments under Eugene City Code. Low-income housing projects must first receive approval from the City of Eugene through its SDC exemption program before EWEB may grant a conditional waiver under this subsection.

The amount of the SDC waiver granted to each low-income housing project will be determined by EWEB and may consider water usage characteristics, water system impacts, the aggregate dollar amount of waivers requested in any given year, the number of eligible projects requesting waivers in any given year, and other relevant factors, for the purpose of arriving at an equitable allocation of available SDC waivers among eligible projects.

SDC waivers over \$50,000 for a single project or over \$100,000 in aggregate annually, will require General Manager or designee approval. Notwithstanding Section 2.3 of this policy, there shall be no right to appeal any decision by EWEB regarding the approval, denial, or amount of any waiver provided under this subsection.

In the event the property for which a waiver is granted ceases to be used for housing for low-income persons or is sold or transferred for use other than housing for low-income persons within five years from the date the waiver is granted, the individual or business to whom the waiver was granted shall be required to pay EWEB the amount of the waived SDCs, plus interest at the statutory rate for interest on a judgment from the date the waiver was granted. EWEB shall be entitled to seek payment and pursue all available remedies for SDCs due, including recording a lien against the title to the benefited property.

For the purpose of determining eligibility of a project for a conditional waiver under this subsection, the terms “low-income persons” shall have the same meanings as those terms are used by the City of Eugene for its SDC exemption.



### REVISION HISTORY

<b>Version</b>	<b>Section Revised / Description</b>	<b>Resolution No.</b>	<b>Approved</b>	<b>Effective</b>
1	Adopted updated SDC rate methodology.	No. 1613	04/05/16	05/01/16
2	Moved Water System Development Charges from Water Utility Policy into Customer Service Policy, Appendix D	No. 1816	06/05/18	06/06/18
3	Section D – Combined 5/8 inch and 3/4-inch Basic Charge into “Less than 1 inch” Basic Charge with price being the lower of the two. Section E – Addition of accessory dwelling units. New Section J.	No. 1929	12/03/19	02/01/20



### APPENDIX E – ACTUAL COST CHARGES

The following items will be charged at Actual Costs:

#### All Utilities

##### Meter Exchange

Account Holders on a General Service Price Schedule may exchange a previously installed Deployed Meter for a non-communicating meter. The General Service Account Holder will reimburse EWEB for exchanging the Meter.

##### Damages

At EWEB's discretion, damage to EWEB Facilities will be billed. This includes but is not limited to damage to:

EWEB's Facilities on the Customer's premises arising from neglect, carelessness, or misuse by Customer.

EWEB's Facilities through failure to contact EWEB to determine if the existing distribution Facilities are capable of carrying new electric load additions and if the desired capacity/voltage is available.

The luminaire(s) or mast arm(s), or replacement beyond fair wear and tear of EWEB-owned private property lighting.

EWEB's Facilities as a result of Customer's failure to install and maintain a Shut-Off Valve or control device on Customer's side of the Meter. Customer may also be billed for repair or replacement of EWEB's shut-off Facilities, as well as the cost for installing a Customer-owned and maintained Shut-Off Valve on Customer's side of the Meter.

EWEB's Facilities as a result of Tampering or any other cause associated with Customer's use or equipment.

The fire hydrant, water infrastructure, or any EWEB Facilities, resulting from the use of an approved Temporary Water Service; the Customer obtaining such Temporary Service from the public fire hydrant will be responsible for the damage.

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



### Facility Modifications

If reasonable access to EWEB Facilities is impaired, Customer shall be advised in writing of EWEB's intent to correct the access problem. Examples of impaired access include, but are not limited to, trees, shrubs, grade changes, fences, rocks, or other facilities. EWEB's notice will include a specified time in which to correct the access problem. If satisfactory corrections are not made within the specified time, EWEB will take corrective action at Customer's expense.

### **Electric**

#### Metering and Equipment

Electric Meters may not be installed in recessed openings in concrete, brick or other types of wall material. Meter socket enclosures may be flush mounted if removal of all covers is not restricted in any way. Building siding, regardless of materials used, shall not cover or overlap any part of the Meter base resulting in the inability of EWEB personnel to safely remove and/or install the Meter. Violation of this policy will result in the condition being corrected at Customer's expense.

All required installation or maintenance performed by EWEB on an unmetered electric service will be billed to Customer.

#### Power Quality

If EWEB determines that a Customer is causing a significant problem with the quality of power on EWEB's electric system, EWEB will require the problem to be corrected. EWEB may require Customer to install corrective equipment at their installed cost; or, as an option, EWEB may provide corrective equipment if Customer pays the installed and ongoing ownership costs of the corrective equipment.

#### Applicable Schedule Riders

Customers receiving Primary Service under Price Schedules G-2 Medium General Service, G-3 Large General Service, G-4 Very Large General Service, G-5 Special Very Large General Service, C-TOU-2 Large General Service – Schedule Pilot Time of Use, C-PRP Partial Requirements Service Pricing, and transformer losses will be borne by Customer.

Customers on Price Schedules J-3 Customer-Owned Street Lighting Service, J-4 Customer-Owned Street Lighting Service or J-5 Customer-Owned Street Lighting Service (LED) may apply for a contractual agreement between Customer and EWEB to provide for operation and maintenance services. Charges to Customer for such services will be billed.



Separate electric metering for new or additional Load may be required under Price Schedule BGR-1 Business Growth and Retention Price Rider if, in EWEB’s sole opinion, it is necessary to provide service under this schedule. Customer will be responsible for costs associated with providing separate electric metering.

Fiber

Dark fiber Customers will pay for the design and construction costs, payable upon completion of Dark Fiber connectivity.

Customer Generation Systems Less than 200 kW

If, after its initial review, EWEB determines that a proposed Customer generation system is complex, non-standard, or located in EWEB’s secondary Network, EWEB may require an engineering study, at Customer’s expense, to determine the suitability of interconnecting the proposed Customer generation system. If an engineering study is required, EWEB and Applicant will enter into an agreement to perform the study. Upon payment by the Applicant for the study, EWEB will schedule resources to perform the study.

**Water**

Property Owner or Customer will be responsible for all easements and associated costs, including but not limited to providing a sump pump and high water alarm for any multiple Meter vault wired to the common-use facilities electric Meter billed on the General Service Price Schedule, each wired to a separate circuit.

Charges for re-designation of water Meters will be the responsibility of Property Owner.

Water Service Installation requiring an excavation or other action that damages a street under the City Street Cut Moratorium, the fine levied by the City will be added to the service installation charge.

**REVISION HISTORY**

<b>Version</b>	<b>Section Revised / Description</b>	<b>Resolution No.</b>	<b>Approved</b>	<b>Effective</b>
1	Consolidated all instances of Actual Costs from Electric & Water Utility policies into Customer Service Policy, Appendix	No. 1816	06/05/18	06/06/18





### APPENDIX F - ESTIMATES

The following items will be charged based on estimated costs:

#### **Electric Line Modifications**

Upon written request from Customer, EWEB will prepare design and cost estimates for construction of the proposed extension. Cost estimates for the extension shall include charges for all extension components necessary to serve Customer.

#### Extensions

Charges for any other Facilities that are not an integral part of the extension and are not required for the initial service, but are deemed necessary by EWEB for system reliability and/or future service to adjacent properties, shall not be included in the extension cost estimates. These charges shall be borne by EWEB and will be assessed to any subsequent extension that utilizes said Facilities.

Customer will be responsible for all costs to furnish and install substructure Facilities as specified by EWEB for underground distribution when such Facilities are for the sole use of Customer, and are not located on public Rights of Way or easements required by EWEB.

When replacing overhead with underground distribution Facilities outside the Secondary Network System, Applicant or Property Owner will reimburse EWEB, in advance of construction, for the following:

- (1) The value of the remaining life of EWEB's existing overhead distribution system to be removed.
- (2) The cost of removing existing overhead distribution system.
- (3) The cost of adjusting or altering any electric distribution system to accommodate the conversion project.

Applicant or Property Owner will be credited for all salvageable overhead materials.

EWEB will not charge for the remaining life of the overhead distribution system or credit salvage under the following conditions:

- (1) When the conversion project benefits the general public, e.g., along interstate highways, major and minor arterials, and connecting lines to rural arterials (as identified in U.S. Department of Transportation-Highway functional classification map);
- (2) When overhead distribution facilities are along or through a civic or public recreation area or an area of scenic interest to the general public; or
- (3) When two or more city blocks (approximately 800 feet) of overhead distribution system are removed.



EWEB will not charge for the remaining life of the overhead system credit salvage, or charge for the removal of the overhead system and the adjustment or alteration of the existing distribution system to accommodate removal, if the overhead line is made idle as a result of property development.

Upon acceptance of the electric line extension plan and costs, Customer will sign EWEB's extension agreement, outlining the requirements and conditions of the extension. Customer will pay EWEB a charge called contribution in aid of construction, which includes all costs and applicable overheads of the extension.

If there is insufficient capacity in existing electric Facilities, the costs to provide the needed capacity shall be included in the costs of the new electric line extension.

### Relocations

EWEB Facilities which are located on public Rights of Way, easements, or which have been established on Customer's property in a satisfactory manner to serve individual properties, shall be relocated or adjusted at the expense of Customers requesting the changes.

Relocations or alterations for aesthetic benefits or adjustments which affect the aesthetics of adjacent properties shall be made only if the Customer requesting such adjustments agrees to pay for an underground installation.

Cost to Customer of relocating or changing an existing EWEB Facility will be and include labor, material and equipment charges less salvageable material.

Any relocation in depth or routing of the installed underground system made necessary by action of Customer shall be done at the expense of Customer.

### Customer Generation Systems Less than 200 kW

Customer is responsible for and will pay costs for all Facilities required to interconnect the Customer generation system to the EWEB system as specified in the Interconnection Standard and Electric Operational Policy. Such costs may include but are not limited to, connection, transformation, switching, protective relaying, metering, safety equipment and any labor needed to interconnect the Customer generation system to EWEB's electric system.

If additional EWEB-owned Facilities are required to accommodate the Customer generation system, EWEB will install the Facilities, and Customer will pay for the required Facilities. Customer is responsible for paying design, installation, equipment, labor and overhead costs.



### **Primary Service**

Costs charged to provide new primary service will include the removal of all distribution Facilities which may exist for secondary service, including any alterations or additions to existing EWEB Facilities.

### Temporary Electric Service Installations

Temporary services requiring a primary extension, transformer, or three phase service will be billed to Customer.

Where overhead service drops that are more than 150 feet in length, or three-phase, or if any additional Facilities are required to provide service, Customer shall pay a flat fee plus costs of installation and removal of such additional Facilities.

### General Provisions

Customer will be billed the costs of all special electric equipment or installations necessary to meet individual requirements, unless such equipment or installations are provided for the convenience of EWEB.

### **Relocation of Water Mains, Service Lines, Meters and Hydrants**

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 Customer's property, the Property Owner will be responsible to prepay the cost of the alteration or relocation of EWEB Facilities with no credit for material salvaged.

EWEB Facilities located on public Rights of Way, easements, or which have been established in a satisfactory manner to serve individual properties, may be relocated or adjusted upon request, but only if the Customer requesting such relocation agrees to pay the estimated cost of such relocation prior to work.

For a change in size and/or location of the Meter, at the request of Customer, Customer will pay the cost of changing Meters.

A water Meter bypass installation will be paid for by Customer at estimated costs.

Relocations or alterations for aesthetic benefits or adjustments which affect the aesthetics of adjacent properties shall be made only if the Customer requesting such adjustments agrees to pay the estimated cost of moving the Facilities and if affected Property Owners agree, in writing, to the relocation/adjustment.



If the water Meter is not adjacent to the property being served, the Meter may be moved to a more convenient location on an existing or new main if requested by Customer. The estimated cost of moving the Meter, including installation of a new Water Service and elimination of any old Point of Delivery, shall be paid by Customer. Customer may be required to pay a pro rata share of the cost of the new main, either at the time the Meter is moved or upon installation of a new water main adjacent to the property.

### **Water Main Extensions**

If there is insufficient flow at the nearest main or mains on the existing system, Customer will be required to pay for a Water Main Extension from the nearest location or locations on the existing system where there is a sufficiency of flow. Customer will pay the estimated cost of the extension required to meet the added demand caused by the development.

Prior to construction, each prospective Customer must sign a Water Main Extension agreement and pay the estimated cost of the main extension, preinstalled services and fire hydrants. This charge is to be called "contributions in aid of construction." The contribution in aid of construction charge will be based on estimated costs, and, if necessary, adjustments to estimated costs may occur during the construction process through application of change orders.

EWEB may install larger water mains to provide capacity for system needs and future development. In this case, Customer will pay the estimated cost of the size extension required to serve the development.

When a development is separated from existing water Facilities by a parcel of undeveloped property, Customer will pay the estimated cost of extending the water main required to serve the development from the point of availability of an adequate supply on EWEB's water system up to and through or along the development. Customer will reimburse EWEB for estimated costs incurred on the Water Main Extension project, including costs associated with design, review, inspections, start-up, and all other related services rendered in conjunction with the extension.

Subsequent Customers who desire permanent or temporary service connections to a water main which has a prior extension agreement in effect, or such connections to a water main previously installed at EWEB's expense for the benefit of future development, will pay EWEB an equivalent main charge. An equivalent main charge is half of the average current installed cost per foot of a water main multiplied by the front foot measurement of the parcel of land to be served. The water main size used for these calculations shall be eight inches. If flow design calculations indicate a larger main is required, the cost of the larger main will be used.

### **Water Service Installation**

Meter installation charge (new, pulled, or size decreased), 1 ½" and larger, is billed at estimated cost.



Service installation charge (new or preinstalled, including meter), 1 ½” and larger, is billed at estimated cost.

Service size enlarged, any size, is billed at estimated cost.

### **Miscellaneous Water Charges**

Flow tests with no water control required are billed on estimated costs, including one hour labor of a Senior Engineer.

Flow tests with water control required are billed on estimated costs, including two hours labor for a Utility Lead and Utility Mechanic.

### **REVISION HISTORY**

<b>Version</b>	<b>Section Revised / Description</b>	<b>Resolution No.</b>	<b>Approved</b>	<b>Effective</b>
1	Consolidated all instances of Estimated Costs from Electric & Water Utility policies into Customer Service Policy, Appendix F	No. 1816	06/05/18	06/06/18



### APPENDIX G – GLOSSARY

The following terms, when used in EWEB Policies and Procedures, Price Schedules, or in the application or contract for Utility Services, have the following meanings, unless specifically indicated otherwise:

**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.

**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 an individual or entity that is 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.

**Backflow:** The flow of water in the opposite of the intended direction.

**Budget Payment Plan:** A program that helps balance the seasonal highs and lows, making 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.

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



**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.

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

**Deploy(ment):** Activating bi-directional communications on a meter

**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, trans closures, valves, pipes, traps, structures and landscaping.

**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.

**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 a EWEB account when it is not paid on time.

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

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

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

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

**N.E.S.C.:** The National Electrical Safety Code, current edition at the time of reference, without regard to the date these Policies and Procedures were published.

**Net Metering:** Metering that measures the difference between the electricity supplied by EWEB and the electricity generated by a distributed generator. A net-metered distributed generator is interconnected in parallel to EWEB on the Customer's side of the meter and intended primarily to offset the Customer's load at the site.

**Nominal Pressure:** The approximate water pressure available to the customer in pounds per square inch (psi).

**Nominal Voltage:** The approximate voltage between conductors in a circuit or system of a given class, assigned for convenient designation.

**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.

**Opt-out:** The ability for an authorized Account Holder to have their meter set to non-communicating mode.

**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, 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.

**Preinstalled Water Service:** A water service line installed in conjunction with a Water Main Extension and paid for by the developer/customer prior to installation.

**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.

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

**Price 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.

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

**Secondary Network System:** A method of alternating current distribution in which the secondary windings of the distribution transformers are connected to a common network for supplying power directly to the customer's services.



**Secondary Voltage:** Any voltage of 480 volts or less, phase to phase.

**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.

**Service Lateral:** The underground service conductors between the secondary distribution system (including any risers at a pole or other structures or from transformers, secondary box or underground vault) and the first point of connection to the service entrance conductors.

**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.

**Shut-Off Valve:** A valve to be used by the customer to shut water off on the customer's side of the meter to conform to the State Plumbing Code.

**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.

**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.

**Water Main Extension:** A branch from, addition to, continuation or replacement of EWEB's existing water distribution system, as required to provide water service to a specified parcel or parcels of land and adjacent areas. This may include mains, services, hydrants, and other Facilities necessary to serve specific parcels or developments.

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



**Water Service Installation:** A water service line, meter, and customer-owned shut-off valve connected to an existing water main whether installed at the specific request of the customer or preinstalled but not yet paid for.

**Water Service Line:** The tap, service pipe, valves, fittings, meter, and meter box installed from the water main to the Point of Delivery.

**REVISION HISTORY**

<b>Version</b>	<b>Section Revised / Description</b>	<b>Resolution No.</b>	<b>Approved</b>	<b>Effective</b>
1	Updated glossary definitions to clarify decision making authority Combined All Utilities, Electric and Water glossaries into one comprehensive document	No. 1713	06/06/17	06/07/17
2	Updated glossary definition to support smart meters and AMI technology.	No. 1816	06/05/18	06/06/18
3	Updated Opt Out glossary definition to allow for upgrade of meters for customers who have opted out.	No. 2109	03/02/21	03/02/21