



# MEMORANDUM

EUGENE WATER & ELECTRIC BOARD



TO: Commissioners Brown, Carlson, Mital, Simpson and Helgeson

FROM: Sue Fahey, Chief Financial Officer; Julie McGaughey, Customer Operations Manager

DATE: March 23, 2018

SUBJECT: Customer Service Policy Revisions

OBJECTIVE: Board Direction

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### Issue

Management is proposing changes to the Customer Service Policy for Board consideration over the next several months and is requesting Board feedback.

### Background

There are currently three separate Board approved Customer Service Policies – All Utilities Policy, Water Policies and Procedures, and Electric Policies and Procedures. The Board approved revisions to the “Customer Service Policy - All Utilities” in June 2017. Among other things, that revision included defining Account Holder as having the authority to make service related decisions on an account. Except for pricing changes, the Water and Electric policies have not had recent substantive revisions.

At the March 6<sup>th</sup> Board meeting, staff presented proposed revisions to the Customer Service Policy that included consolidating legally required policy language into a single Board governed Customer Service Policy and removing operational procedures. Prices were moved to appendices for easy customer reference. Additional proposed language changes were made to acknowledge customer service as a priority, enhance the appeals and privacy sections, and add language to facilitate Advanced Meter Deployment as a result of Board direction provided at the February 6<sup>th</sup> meeting. Board feedback indicated that proposed changes were generally supported. A draft of the revised Water Operational Policy is provided as an example of how the operational policies provide more detailed information for our customers.

### Discussion

Over the next few months, staff will engage the Board on several issues that could impact our customer service policies. The intent is for Commissioners to participate in a dialog, and generate conditions, concerns, and perspective for Management on the following issues.

Month	General Topic	Inquiry/Discussion
April	Connect/Disconnect	1. Under what conditions can/should EWEB disconnect a customer? 2. Are there situations when EWEB should not

		<p>disconnect a customer? Limitations?</p> <p>3. Who should pay the costs for disconnection/reconnection? What conditions might result in waiving these fees?</p> <p>4. Is it permissible to perform other tasks during the connect/disconnect process? (e.g. change out the meter)</p>
	Account Decisions	<p>1. Who can make decisions regarding EWEB products and services? (presently “Account Holder or Designee/Agent”)</p> <p>2. Can others have influence, or place restrictions, on EWEB services offered? (e.g. landlords)</p>
May	Consumption Amnesty	<p>1. Under what conditions, and with what limitations, should EWEB consider granting consumption relief (e.g. water leaks, H/P failure)?</p>
	Fees & Fee Recovery	<p>1. What fees should be recovered by class, by individual customer?</p> <p>2. Under what conditions can/should EWEB waive fees?</p>
June	Deposits/Account Security	<p>1. How much non-payment risk does EWEB have? Should accept?</p> <p>2. What are the options for mitigating financial risk? (staff presentation)</p>
	Infrastructure/Assets	<p>1. Who pays for improvements?</p> <p>2. Under what conditions might EWEB consider risk and recovery of investments?</p> <p>3. Should EWEB consider economic incentives for development? Limited Income housing?</p>

Simultaneous to these discussions, Management will incorporate and review specific wording changes to the customer service policies, including those that incorporate changes in technology, such as AMI. The attached redlined Customer Service Policy and Appendix G show substantive proposed changes from the March version. Those changes include edits requested at the March meeting, the addition of *Our Promise to Customers* in the Preface, and removal of additional operational language. Legal counsel has provided initial feedback on the changes to the Preface.

At the April 3<sup>rd</sup> Board meeting, Management will also be asking for feedback specifically on the proposed changes to the Preface and whether it embodies the intent of the 2013 AMI Statement of Principles. The mapped Statement of Principles provided at the March 3<sup>rd</sup> meeting is attached for reference. Additionally, Management requests feedback on retaining “Account Holder” as having authority to make service related decisions. Other options include “Property Owner” or the more broadly defined “Customer”. Approximately 50% of Eugene residential property is rental property. This decision will have the most impact on EWEB’s rental customers.

Staff will also provide an update on communication planning efforts at the meeting.

**Recommendation and Requested Board Action**

Management is requesting Board feedback as previously discussed. There is no requested Board action at this time.

Attachments:

2013 AMI Statement of Principles mapping (March 6<sup>th</sup> Board meeting)

Customer Service Policy (redline and clean) and Appendix G (redline)

Draft Water Operation Policy

Statement of Principles for the Advanced Metering Infrastructure (AMI) project  
(Provided at March 6, 2018 Board meeting)

- **Safe before Fast.** Prioritize safety of customers and protection of property throughout deployment. This includes thorough meter base inspections by trained installers, and safety testing each meter type before large scale meter deployment. Work with customers, electricians and plumbers to resolve safety issues that might be discovered.

**Mapping:** *Safety is an organizational core value adopted in the Strategic Plan and Board Policy SD1: “SAFE: We value workforce and public safety”.*

- **Focus on the strategic.** Partner with customers to provide them with energy (and water) usage information that gives them more control over their bills. Offer customers incentives to become active participants in meeting the community’s long term energy and water needs and helping manage overall utility operational costs.

**Mapping:** *This principle is contained in EWEB’s Strategic Plan Phase I and II which discuss EWEB’s need to partner with customers in order to achieve strategic objectives. Phase I – Foster Customer Confidence: “Our relationship with customers will impact the execution of our water and electric strategies. Both utilities require that customers help us understand and potentially adjust consumption patterns in the future”. Two of the methods to enhance customer confidence are “ease of doing business” and “open and transparent communications”. Phase II – Create Consumption Flexibility: “In some cases for our customers to “Rely on Us”, we need their help. Electric energy market dynamics are creating acute swings in seasonal, daily, hourly, and within-the-hour prices. The time of power consumption (or conservation) is equally important to how much energy is consumed, but will require we facilitate flexible consumption programs to take advantage of this market characteristic.” EWEB has just completed a time of use pricing pilot, and the Customer Solutions department is developing a product list to offer customers. Additionally, EWEB is in the process of implementing a new Customer Information System (CIS) that will be able to provide this information more efficiently and effectively.*

- **Minimize RF.** Minimize the number and duration of radio frequency (RF) transmissions wherever feasible without compromising the objectives of the project. Make information about smart meter transmission frequency, duration and strength for the system available to public.

**Mapping:** *This principle is part of Board Policy SD1 and SD3: “We meet our customers’ needs by... Providing services in a responsive manner” and “We meet the community’s needs by... Demonstrating sensitivity and responsiveness to environmental concerns”. Additionally, workforce and public safety are a core value in EWEB’s strategic plan. Information on the transmission frequency, duration and strength is part of the communication plan and will be available on EWEB’s website as part of the Advanced Metering Q&A. According to SD3, it shall be the policy of EWEB to consider the aesthetic and environmental effects of its activities in conjunction with full utilization of its resources while providing utility services to its customers. Policies, maintenance, repair and installation procedures are founded on standards of safety, economy and efficiency. Some are a requirement for service, others are optional and others are recommended. SD3 should be updated to reflect aesthetic,*

*environmental, and social impacts of policies and procedures.*

- **Increase customer choice.** Consumers should be able to refuse the installation of a smart meter. Develop programs and services that give customers choice, not mandates. Customers should be free to opt in to programs that interest them, such as time-of-use (TOU) prices, or to remain with standard EWEB prices. Consumers who opt in should be allowed to opt back out.

**Mapping:** *Meter deployment option information is included in the Customer Service Policy - All Utilities, Section 4.2. The Strategic Plan Phase II – Create Consumption Flexibility includes developing niche/segment specific products. The Customer Solutions department is assigned the responsibility to develop programs and services for our customers. As these are developed, staff will propose any necessary policy updates to the Board.*

- **Be proactive and flexible.** Provide advance notification of anticipated meter change outs. Work with customers who request re-scheduling or who opt out.

**Mapping:** *Advance notification is included in Customer Service Policy Section 4.2 and is part of the communication plan which will be reviewed by the Board prior to implementing the “opt out” meter deployment method. Management will provide the Board with a Record of Decision regarding advanced meter deployment communications after Board discussion of the plan.*

- **Enable customer access to energy and water usage information.** Actively seek ways to help consumers access and use their consumption data in the ways they choose. Provide tools and facilitate customer’s interest in using compatible devices to retrieve their usage data, either through EWEB or directly from the meter.

**Mapping:** *This principle is similar to the second principle, Focus on the strategic. Management will determine if the Customer Service Policy needs to be revised to accommodate the new CIS system capabilities.*

- **Protect consumer (or customer?) privacy.** Ensure protection of customer privacy by keeping all personal identification information separate from meters and continuing existing practices of not disclosing customer information without account holder approval or a valid Court order. Secure data storage and transmission through encryption and other means. Regularly test the AMI network for security weaknesses and repair them.

**Mapping:** *Customer privacy is covered in EWEB’s Customer Service Policy - All Utilities, Section 1.4. EWEB is required by Oregon statute 646A to protect stored customer information, and Information Services tests network security as a best practice.*

- **Get the bills right.** Independently verify the accuracy of metering devices. Test meter accuracy and share results with customers at their request.

**Mapping:** *This principle is in the Customer Service Policy - All Utilities, Sections 2.1 and 4.3.*

- **Prepare for and respond to unplanned changes.** Emerging technologies can have unforeseen complications. Actively monitor regulatory and legal outcomes in Oregon and other states and advise the Board on outcomes and trends.

**Mapping:** *EWEB's Policy and Governance Program Manager monitors issues impacting the utility industry both in Oregon and nationally. Periodic reports are provided to the Board in accordance with Board Policy GP13. Emergent regulatory and legal outcomes are monitored by the responsible departments. Additionally, the General Manager's job description includes "Maintain consistent and on-going communication with the Board. Ensure the Board is fully appraised of trends, regulatory changes, developing legislation and leading opinions regarding the utility industry. Lead management and workforce to position EWEB to respond as changing industry conditions and energy markets dictate. Ensure the Board is sufficiently advised of any material shifts in the focus or management of significant or strategic EWEB operations or programs."*



# Eugene Water & Electric Board

## Customer Service Policy ~~—All Utilities~~

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### PREFACE

Thank you for doing business with Eugene Water & Electric Board (EWEB). As a provider of public electric and water ~~services~~utilities, we seek to provide the best products and services at prices that are ~~competitive~~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.*

~~Customer Service is a top priority of EWEB. All EWEB customer owners will be treated promptly and respectfully without regard to age, gender, sexual orientation, race, ethnicity, disability, language proficiency, social or economic status. If at any time you have concerns regarding the services provided by EWEB, please let us know. We commit to addressing concerns in a timely manner including access to a formal appeals process.~~

This *Customer Service Policy —All Utilities* 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.

~~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.~~

### **CUSTOMER BILL OF RIGHTS**

~~(Either inclusive of this Policy or Separate Board Policy)~~*Our Promise to Customers*

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, social or economic status.
- If at any time Customers have concerns regarding the services provided by EWEB, please 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.



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### We will be **EASY TO DO BUSINESS WITH**

- Customers can receive information with a phone call or email to our Customer Service team, by visiting our website, a trip to our Downtown Eugene location, or via a more formal public records request.
- If we aren't able 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 billing, 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.

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

- EWEB rigorously protects Customer privacy.
- EWEB does not sell Customer information.
- EWEB will perform its activities in a manner that prioritizes Customer safety and demonstrates sensitivity and responsiveness to environmental concerns.





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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 ~~constant or~~ 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 Tier II Operational Policies.

#### 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,



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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 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, ~~o~~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



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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 for any reason, EWEB reserves the right to estimate the ~~water and/or electric~~ water and/or electric meter 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.



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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 absent 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 test (see Section 4.3, Meter Inaccuracies and Tests) registers less than 2% error under conditions of normal operation.~~ 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.



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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



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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 ~~Tier II~~ Operational Policy, Water Shortages and Curtailment.





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#### 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





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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 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



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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.

~~Temporary Service is further classified as follows:~~

~~Single-phase or three-phase electric and all Water Service for construction operations and for Temporary Service to short-term commercial businesses shall be charged the costs of installation and removal of equipment and materials.~~ An EWEB temporary account and meter shall be set up and charged the applicable Prices for the duration of the Temporary Service. No system development charge will be assessed for temporary water service.

~~The Customer's Facilities shall meet current EWEB standards and specifications and maintain National Electrical Safety Code (N.E.S.C.) and appropriate governmental agency codes and clearances.~~

## 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 Tier II Operational Policy, Electric Service Conditions, and Water Utility ~~Tier II~~ Operational Policy, Water Service Conditions).

For a Customer-requested meter change, the Customer will pay the cost based on EWEB's current Price Schedules. All meters serving a Customer's Premises will be considered separately and the readings not combined. When an additional meter(s) is installed to serve a Customer's Premises, each additional meter will be served under the same 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



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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 Advanced Meter Deployment

With a few exceptions, any Account Holder can Opt Out of an advanced meter Deployment by contacting EWEB's customer service department. Customers who chose to Opt Out will not have access to advanced services that require communicating meters. Advanced services include, but are not limited to, automated power outage reporting, water leak detection, detailed Consumption information, time-of-use metering, or prepaid services. Exceptions to the Opt Out option are 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.

Where Account Holders are eligible for Opt Out, advance notification will be provided prior to the initial Deployment of an advanced meter at a Premise. Prior notice may not be possible in some cases due to safety concerns for emergency restoration or if time is of the essence. In the cases where prior notice cannot be provided, EWEB will provide follow up notification and information with details about Deployment options.

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 the Actual Costs of exchanging the meter.

An Account Holder's Opt Out preference applies to all services on an account. An Account Holder's Opt Out preference is tied to a specific account. An Account Holder who moves to a new Premise and wishes to maintain their Opt Out preference will need to make a new Opt Out request through EWEB's customer service department.

#### 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 and a testing fee will be billed to the Account Holder at the premise prior to testing. If a tested meter is found to be inaccurate by the limits set forth by the *American Water Works Association (AWWA)* for water or *Oregon Revised Statutes* and *Industry National Standards (ANSI)* for electric, the Customer's billing will be adjusted in accordance with this Policy (see Section 2.1, General Billing Information). In the event that a meter test reflects an over-charge, the meter test fee will be waived.



## **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 ~~if damaged by Property Owner or non-EWEB persons working under authority of Property Owner~~. 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. ~~Information, maps, field stakes and painted locate marks indicate the approximate location of Facilities within parameters set forth by the above-~~



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~~mentioned statutes and regulations.~~ Excavators will be held responsible for Actual Costs and consequential damages resulting from damage to EWEB's Facilities as the result of the excavator's activities.

**FOR ALL UTILITY LOCATIONS, CALL ONE NUMBER:  
OREGON UTILITY NOTIFICATION CENTER  
1-800-332-2344 or 811**

### **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



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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**

Customer's 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.



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## REVISION HISTORY

Version	Section Revised / Description	Resolution No.	Approved	Effective
1	Wholesale Re-Write <ol style="list-style-type: none"><li>1. Simplification of policy language</li><li>2. Removal of internal processes</li><li>3. Updated glossary definitions to clarify decision making authority</li><li>4. Increased security options for residential customers</li></ol>	No. 1713	06/06/17	06/07/17





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### 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 **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, social or economic status.
- If at any time Customers have concerns regarding the services provided by EWEB, please 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.

We will be **EASY TO DO BUSINESS WITH**

- Customers can receive information with a phone call or email to our Customer Service team, by visiting our website, a trip to our Downtown Eugene location, or via a more formal public records request.
- If we aren't able 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 billing, payment options, and due dates.
- Customers have the right to have Customer Service Representatives explain any aspect of their bill.





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- EWEB is committed to providing account and product information through a variety of channels so that Customers can make the right choices for themselves.

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

- EWEB rigorously protects Customer privacy.
- EWEB does not sell Customer information.
- EWEB will perform its activities in a manner that prioritizes Customer safety and demonstrates sensitivity and responsiveness to environmental concerns.



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## Customer Service Policy

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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 Tier II Operational Policies.

#### **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.



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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 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.



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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 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



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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.



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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:



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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.





## Eugene Water & Electric Board

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#### 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



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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 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



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

For a Customer-requested meter change, the Customer will pay the cost based on EWEB's current Price Schedules. All meters serving a Customer's Premises will be considered separately and the readings not combined. When an additional meter(s) is installed to serve a Customer's Premises, each additional meter will be served under the same 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 Advanced Meter Deployment

With a few exceptions, any Account Holder can Opt Out of an advanced meter Deployment by contacting EWEB's customer service department. Customers who chose to Opt Out will not have access to advanced services that require communicating meters. Advanced services include, but are not limited to, automated power outage reporting, water leak detection, detailed Consumption information, time-of-use metering, or prepaid services. Exceptions to the Opt Out option are 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.

Where Account Holders are eligible for Opt Out, advance notification will be provided prior to the initial Deployment of an advanced meter at a Premise. Prior notice may not be possible in some cases due to safety concerns for emergency restoration or if time is of the essence. In the cases where prior notice cannot be provided, EWEB will provide follow up notification and information with details about Deployment options.

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 the Actual Costs of exchanging the meter.

An Account Holder's Opt Out preference applies to all services on an account. An Account Holder's Opt Out preference is tied to a specific account. An Account Holder who moves to a new Premise and wishes to maintain their Opt Out preference will need to make a new Opt Out request through EWEB's customer service department.

### 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 and a testing fee will be billed to the Account Holder at the premise prior to testing. If a tested meter is found to be inaccurate by the limits set forth by the *American Water Works Association (AWWA)* for water or *Oregon Revised Statutes* and *Industry National Standards (ANSI)* for electric, the Customer's billing will be adjusted in accordance with this Policy (see Section 2.1, General Billing Information). In the event that a meter test reflects an over-charge, the meter test fee will be waived.

## 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



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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**



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#### **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.



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

Customer's 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.





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### REVISION HISTORY

<b>Version</b>	<b>Section Revised / Description</b>	<b>Resolution No.</b>	<b>Approved</b>	<b>Effective</b>
1	Wholesale Re-Write <ol style="list-style-type: none"><li>1. Simplification of policy language</li><li>2. Removal of internal processes</li><li>3. Updated glossary definitions to clarify decision making authority</li><li>4. Increased security options for residential customers</li></ol>	No. 1713	06/06/17	06/07/17





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## Customer Service Policy Appendix G - GLOSSARY

The following terms, when used in EWEB Policies, 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.



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## Customer Service Policy Appendix G - GLOSSARY

**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.



# Eugene Water & Electric Board

## Customer Service Policy Appendix G - GLOSSARY

**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 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 Account Holder to choose not to Deploy a meter.

**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.



# Eugene Water & Electric Board

## Customer Service Policy Appendix G - GLOSSARY

**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 secondaries (or secondary's) 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.



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### Customer Service Policy Appendix G - GLOSSARY

**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.



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## Customer Service Policy Appendix G - GLOSSARY

### REVISION HISTORY

<b>Version</b>	<b>Definition Revised / Revision Description</b>	<b>Resolution No.</b>	<b>Approved</b>	<b>Effective</b>
1	<ul style="list-style-type: none"><li>• Updated glossary definitions to clarify decision making authority</li><li>• Combined All Utilities, Electric and Water glossaries into one comprehensive document</li></ul>	No. 1713	06/06/17	06/07/17



# Eugene Water & Electric Board

Customer Service Operational Policy – Water Utility, proposed revisions 04-03-18

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### I. WATER SERVICE CONDITIONS

This section covers the general policies, procedures, minimum requirements, and other information that pertain to all types of Water Service. Specific policies and procedures relating to Water Main Extensions, are contained in subsequent sections of this manual.

#### A. Water Service Inquiries

For all Water Service inquiries call 541-685-7000

FOR ALL UTILITY LOCATIONS,  
CALL  
811 or 1-800-332-2344  
CALL BEFORE YOU DIG

#### B. Service Area

EWEB provides Water Service to customers within the city limits of Eugene, Mahlon Sweet Airport, Lane Community College, and within dissolved water districts. Surplus or wholesale water sold by contract to entities outside the city does not constitute “Water Service” (See Water, Sale of Water). Extensions of Water Service to potential Customers outside the city limits of Eugene may be subject to city council approval on extension of Water Service.

#### C. Customer Installation Responsibility

##### 1. Piping and Equipment

The use of water upon the premises of the Customer is at the risk of the Customer and the responsibility of EWEB shall cease at the Point of Delivery (water meter or as specified by EWEB). The Customer shall furnish, own and maintain all materials and facilities required to distribute water beyond the Point of Delivery to points of use on the Customer’s property. The Customer’s installation shall conform to all requirements of governmental agencies having jurisdiction thereof, including applicable codes or ordinances, policies and procedures of EWEB, and the State of Oregon Health Authority.

EWEB shall collect for all water consumption registered by the water Meter.

The Customer shall not place grounds or other electric connections to EWEB's water equipment. EWEB frequently uses nonmetallic materials in the water system. EWEB assumes no liability for failure of the Customer’s electrical grounds connected to the water system.

All meters, piping or other Facilities or equipment furnished and installed by or for EWEB, within or on the Customer’s premises shall be, and remain, the property of EWEB and may





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be removed by EWEB upon discontinuance of Water Service. The Customer shall provide space for, and exercise proper care to protect, EWEB's property on the Customer's premises; and, in the event of loss or damage to EWEB's property on the Customer's premises arising from neglect, carelessness, or misuse by the Customer, the cost of necessary repairs or replacement shall be billed to the Customer.

The Customer may be required to install suitable protective or control devices whenever EWEB deems such installation necessary to protect EWEB's property, system, or that of its other Customers. This includes appropriate backflow prevention equipment as required for the protection of water quality and public health. EWEB is the sole determiner of the appropriate equipment to protect the water system. EWEB reserves the right to refuse or discontinue Water Service to any Customer when delivery of water could adversely affect service to other Customers.

### 2. Special Equipment

Customers may install any special equipment desired to meet individual requirements, provided it does not adversely affect Water Service to other Customers or EWEB Facilities.

EWEB's policy prohibits any physical connection between a private water supply source and EWEB's distribution system. When potential for such connections are found to exist, EWEB shall require immediate removal of the connecting Facilities and/or upgrading of the service to current standards at the expense of the Customer or Property Owner.

### 3. Service Responsibility

EWEB-owned Facilities, such as metering located beyond the Point of Delivery, shall be maintained by EWEB.

Any Customer desiring discontinuance of Water Service shall turn off the water supply at the Customer's own Shut-Off Valve and give EWEB notice consistent with All Utilities, Disconnection or Reconnection of Service. The Customer is responsible for any damages or injuries sustained through failure to properly exclude water from the Customer's premises.

Customers are responsible for protecting their plumbing during freezing weather or during extended absences from their premises.

### 4. Services without Customer Valve

Consistent with the Oregon Plumbing Specialty Code, it is the Customer's responsibility to install and maintain a Shut-Off Valve or control device, such as a hand valve, as a means of isolating the premises served. This device shall be installed at the Customer's side of the Meter. At the Customer's request EWEB will turn off/on the water supply so that such



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an installation can be accomplished. The Customer shall be charged according to the established schedule of charges for all such connection or disconnection of service. (See Water, Water Service Charges and Prices.) In the course of routine work (e.g. changing a Meter, moving or replacing a service), a hand valve may be installed as a convenience to the Customer. The hand valve will be installed on the Customer's side of the Meter and will be the Customer's responsibility to own, operate, and maintain.

Should damage occur to EWEB's Facilities as a result of the Customer's failure to install and maintain a Shut-Off Valve or a control device on the Customer's side of the Meter, the Customer may be billed for full cost of 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 the Customer's side of the Meter.

### 5. Backflow Prevention - By Customer

If, within the Customer's plumbing system, there is the potential for the introduction into EWEB's water system of any substance; the Customer shall protect EWEB's system from Backflow in accordance with provisions set forth in Oregon Administrative Rules 333-061-0070.

Backflow prevention assemblies shall be required on all service connections where the Customer utilizes a booster pump to deliver water to the premises.

All Backflow preventers shall be installed in a manner consistent with approved EWEB design standards. Testing and maintenance of Backflow preventers to insure protection of EWEB's system shall be performed according to Oregon Administrative Rules 333-061-0070. EWEB reserves the right to refuse or discontinue service to any Customer whose water use or equipment present a risk of contamination to the public water supply. Failure to comply with EWEB's backflow installation standards, testing requirements and maintaining backflow devices shall result in discontinuation of Water Service.

### 6. Pressure Reducing Valve - By Customer

The Customer shall provide a Pressure-Reducing Valve and associated equipment if required by the Oregon Plumbing Specialty Code.

## D. Inspection and Enforcement Program

### 1. Backflow Prevention

"*The Manual of Cross-Connection Control*," current edition, published by the Foundation for Cross-Connection and Hydraulic Research, University of Southern California and the "*Accepted Procedure and Practice in Cross-Connection Control*," current edition, published by the Cross-Connection Control Committee, Pacific Northwest Section, American Water Works Association, are herein adopted for inspection and enforcement of the backflow prevention program.



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EWEB reserves the right to inspect the Customer's piping and equipment to determine the need for, or adequacy of, any required Backflow preventer.

EWEB shall maintain an inspection and enforcement program to provide Backflow protection between the Customer's system and EWEB's system, as required by Oregon Administrative Rule 333-061-0070.

### 2. Other Inspections

Inspection of piping or equipment for compliance with code or regulations other than those of EWEB and those relating to Backflow protection is the responsibility of the governmental agency having jurisdiction thereof. Appropriate approvals and certificates shall be obtained by the Property Owner and provided to EWEB prior to Customer's connection to EWEB's Point of Delivery.

Nothing in these regulations shall be construed as placing upon EWEB any responsibility for the inspection of, the condition of, or the maintenance of the Customer's plumbing, piping, water-using devices or other equipment downstream of the Point of Delivery.

EWEB shall not be liable for any leaks, loss or damage to persons or property resulting from defects in or deterioration of the Customer's installation or equipment or the delivery of Water Service thereto. EWEB's liability for personal injury or property damage shall not extend beyond the Point of Delivery to the Customer.

### **E. Metering Service and Meter Installations**

EWEB shall own, install and maintain all necessary meters for measuring the amount of water used by the Customer. Utility service supplied by EWEB at more than one location shall be metered separately and billed at each location. Full-flow metering is required on all Water Services unless specifically exempted elsewhere in these Policies and Procedures.

Every Meter location shall be designated by EWEB. Ordinarily, the Meter will be installed on public rights-of-way outside of buildings and between the property line and the curb or within the water Main easement. The Meter may be located on private property (if the Meter is being used to supply subject property), but only when EWEB determines that a location within the right-of-way is impractical. If a Meter is located on private property not being served by the subject Meter an easement from the Property Owner will be required by EWEB. EWEB shall not install its meters in private lines downstream of the Point of Delivery with the exception of the bypass Meter on a Double Check Detector Assembly.

Installation of a Meter bypass shall be required on new service installations, three inches and larger, to permit routine Meter testing and repair, unless specifically exempted by EWEB. At the discretion of EWEB, a Meter bypass may also be required on any new or existing service, regardless of size, where interruption of service for Meter testing or changing could seriously interfere with the Customer's operations.



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Seasonal or irrigation meters may be exempt from this policy at the discretion of EWEB.

Meters shall be read monthly and bills will be based on consumption in units of 1,000 gallons. An official account shall be kept on the records of EWEB of all water Meter readings. Such account, so kept according to federal retention requirements, shall be accepted and received at all times and places, and in courts, as prima facie evidence of the use of water by the Customer and shall be the basis on which bills are calculated, except for those Customers having unmetered service. Should any meter fail to register correctly the amount of water used by the Customer, the amount of such use shall be estimated by EWEB from the best available evidence.

If a Meter under-registers the amount of water used due to the Customer tampering with the Meter or piping, or if any other Customer action causes under-registration, the service shall be discontinued and shall not be resumed until the Customer has made satisfactory adjustment for the loss of revenue and given satisfactory assurance that EWEB shall be protected against any further acts of tampering.

The Customer shall provide access for EWEB to perform routine Meter testing as required to meet EWEB distribution reliability standards. If the Customer requires scheduling other than during regular business hours, (8:00 a.m. to 5:00 p.m., Monday through Friday, except on EWEB observed holidays), the Customer shall pay the extra labor costs for testing and repairs.

For rate schedule purposes, all meters serving the Customer's premises shall be considered separately and the readings shall not be combined, except where EWEB for its own convenience or operating necessity elects to install two or more meters to serve the premises. Where a Master Meter is used to measure the total amount of water used such as for apartment houses or water districts, EWEB shall not furnish or read auxiliary or sub-meters used for the Customer's convenience, except under special contract.

A common water Meter serving two or more residential living units will be served on the General Water Service Rate Schedule and shall be in the name of the common Customer of the units.

For individually metered multifamily structures with four or more living units, common-use facilities and residential living units must be metered separately. This policy includes such uses as common laundry facilities, common water heater(s) or irrigation:

- a. Common-use facilities shall be served on the General Water Service Rate Schedule and shall be in the name of the Customer.
- b. Residential living units shall be served on the Residential Water Service Rate Schedule.

If EWEB's water Meter or service Facilities are damaged as a result of tampering or any other cause associated with the Customer's use or equipment, the Customer will also be required to reimburse EWEB for the cost of repairs and estimated loss of revenue resulting from the damage.



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The Customer shall provide sufficient space and exercise proper care to protect EWEB's property on the Customer's premises and, in the event of loss or damage to EWEB's property on the Customer's premises arising from neglect, carelessness, or misuse by the Customer, the cost of necessary repairs or replacement shall be billed to the Customer. EWEB will not be responsible for damage arising from meters located on private property.

### **F. Temporary Water Service**

Temporary Water Service refers to Water Service of a short-term or transient nature, such as, incidental use during construction operations, temporary irrigation service, and special events. Customers requesting this type of service shall prepay the estimated cost of installation and removal. The Customer will also be charged for the amount of water consumed based on EWEB's applicable rate schedule. Temporary Water Services that exceed 1-inch in size may be subject to review for additional charges including SDC's.

Extension to those Customers, whose use, in the opinion of EWEB, appears to be of short or uncertain duration, shall be installed under EWEB's Temporary Service Policy.

Temporary Water Service shall not exceed two years in duration. If the Water Service is used for more than two years, the Water Service will be considered permanent and the Customer will be required to pay the appropriate SDC charge (See Water, Water System Development Charges). In cases where temporary Water Service becomes permanent the charge to cover removal shall be returned to the Customer.

### **G. Temporary Water Service from Public Fire Hydrants**

Temporary Water Service from public fire hydrants shall not be permitted in cases where it serves as a substitute for a permanent Water Service (e.g. construction sites). Public fire hydrants (within City limits) are the property of the City of Eugene Fire Department and temporary Water Service from fire hydrants may be permitted. EWEB shall only permit temporary Water Service from designated fire hydrants and only when such Water Service will not adversely impact EWEB water system operations. EWEB in its sole discretion will designate the hydrant(s) available to provide temporary Water Service.

After an appropriate location and configuration for the type of use requested is determined, and after payment of all prevailing fees and completion of Temporary Water Meter Service Agreement, EWEB shall issue and install an EWEB owned and maintained temporary water Meter and Backflow preventer. Water Meters and Backflow preventers are to be installed and relocated by EWEB staff only.

Water Meters will be read and billed on a monthly basis to collect a basic rate fee plus consumption charges in accordance with EWEB's approved water prices for the location of the installation. If damage occurs to the fire hydrant, water infrastructure, or any EWEB equipment, resulting from the use of a temporary Water Service, the Customer obtaining such temporary service from the public fire hydrant will be responsible for the damage and the cost of repair will be billed to the Customer's account.



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EWEB reserves the right to deny any application for temporary Water Service from a hydrant and remove any temporary service Meter consistent with All Utilities, Disconnection or Reconnection at EWEB's Discretion.

### **H. Hydrant Flow Tests for Publically Owned Hydrants**

All requests for flow data are assessed charges as set forth in the Water, Water Service Charges and Prices.

EWEB will provide, to the requesting party, the gallons per minute flow of any City hydrant in the system. The gallons per minute figure may be the result of an actual hydrant flow (water control required) or the estimated flow based on the distribution system hydraulic flow model (water control not required). When the requesting party is not willing to accept the hydraulic model flow results and requests a new flow test to be performed, if possible, EWEB will perform a new test and provide the results.

### **I. Hydrant Flow Tests Private Hydrants**

EWEB does not conduct flow tests on private hydrants. Testers responsible for conducting flow tests on private hydrants shall notify (541-685-7000) EWEB of any testing activities.

### **J. Abandoned Service Lines**

Any service line installed by EWEB that is not used by the Customer for two years following the date of installation or date of discontinuance of service shall be deemed abandoned and may be removed by EWEB at its discretion. Reinstallation of any service line that has been removed under this policy shall be in accordance with Water, Water Service Conditions, New Service Installations.

### **K. New Service Installations**

A Water Service Line is the tap, service pipe, valves, fittings, meter, and meter box installed from the main to the Point of Delivery. To obtain a new or enlarged Water Service, Property Owners will pay in advance all pertinent installation charges shown in Water, Water Service Charges and Prices, Water Service Installation Charges.

The ownership of new Water Service Lines and meters shall be, and remain, with EWEB. If, at a date later than the time of installation, the Property Owner desires any change in the Water Service Line, the Property Owner shall pay the estimated cost of the change with no credit allowed for material salvaged.

Scheduled installation charges for 1-inch services are shown in Water, Water Service Charges and Prices, Water Service Installation Charges. For service sizes larger than 1-inch, the charge shall be based on the estimated total cost of installation.

At the time of connection, the Property Owner shall also pay any applicable water system development charges (See Water, Water System Development Charges).



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### 1. General Conditions Regarding Service Placement and Configuration

The size of the service line and the size of the Meter shall be at the option of the Property Owner. The pipe size and the Meter size shall be listed in the designated rate schedule, shall be adequate to supply the Property Owner's demands, and shall not exceed the available capacity of the water Main.

The Property Owner may order up to a 1-inch service and Meter without demands and calculations from a qualified professional for facilities that will be served on a Residential Water Service Rate when no residential fire sprinkler system will be installed.

The Property Owner shall provide demands and calculations verifying the size of the service and Meter from a qualified professional for:

- a. Residential service orders larger than 1-inch.
- b. Facilities that will be served on a Residential Water Service Rate when a residential fire sprinkler system will be installed, regardless of whether inside or outside city.
- c. Facilities that will be served on a General Water Service Rate Schedule, regardless of whether inside or outside city.

If a larger water Main is required to meet the combined Property Owner's needs, EWEB's Water Main Extension policy will be applied. (See Water, Water Main Extensions.)

EWEB shall determine the location of the tap to the main and shall designate the meter location. Ordinarily, the Meter will be installed on public rights-of-way outside of buildings and between the property line and the curb or within the water Main easement. The meter may be located on private property (if the meter is being used to supply subject property), but only when EWEB determines that a location within the right-of-way is impractical. If a meter is located on private property not being served by the subject meter an easement from the Property Owner will be required by EWEB. EWEB shall not install its meters in private lines downstream of the Point of Delivery with the exception of the bypass Meter on a Double Check Detector Assembly. EWEB shall repair any cuts or excavations in sidewalks and paved or unpaved streets caused by EWEB's installation of Water Service Lines.

For single locations (individual tax lots) where multiple units will be served, such as multiplex residential units, EWEB's policy is to provide a Master Meter. At the sole discretion of EWEB, individual metering may be allowed provided that unique conditions of the site allow for adequate space, housing and safe access to a meter facility. EWEB may require such facilities to be installed on the Property Owner's property. The Property Owner 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 Rate Schedule, each wired to a separate circuit. All equipment located inside a multiple meter vault is EWEB-



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owned until it exits the vault. The Customer will be responsible for any customer hand valves that may be installed outside of the vault if required or desired.

When the multiple water meters serve one tax lot they are installed, labeled, and designated in EWEB's official record as the water Meter serving a specific location. It is the responsibility of the Property Owner to make the Water Service Line connection downstream of the Point of Delivery to the proper unit or apartment number as labeled. It is the responsibility of any Property Owner of any multi-residential location to immediately notify EWEB of any change in numbering sequences in order to permit redesignation of meters serving various locations.

### 2. Specific Conditions Regarding Installation Charges

- a. A Pre-Installed Water Service is a service line previously installed and paid for in conjunction with a Water Main Extension, exclusive of the water Meter. Prior to connection to a pre-installed service, the Property Owner shall pay the scheduled charge for a meter installation and SDC's. (See Water, Water Service Charges and Prices, Water Service Installation Charges.)
- b. An unpaid service is a Water Service previously installed by EWEB to provide future service to an unserved property. Prior to connection to an unpaid service, the Property Owner shall pay the applicable scheduled installation charge and SDC's. (See Water, Water Service Charges and Prices, Water Service Installation Charges.)
- c. A new service installation is a Water Service Line connected to an existing water Main to be installed at the specific request of the Property Owner. Prior to a new service installation, the Property Owner shall pay the scheduled installation charge for 1-inch services, or the estimated cost for services larger than 1-inch, SDC's and possible equivalent main charges. (See Water, Water Service Charges and Prices, Water Service Installation Charges.)
- d. A service which has been paid for and, at the Property Owner's request, the Meter was not set or had been set and subsequently removed due to lack of current usage, is a Meter-Pulled Water Service. Prior to installing the meter, the Property Owner shall pay the scheduled meter installation charge. (See Water, Water Service Charges and Prices, Water Service Installation Charges.)

### L. Relocation of Mains, Service Lines, Meters, and Hydrants

Facilities owned by EWEB may be relocated or altered by EWEB, if practical, upon written request. EWEB may make adjustments to its Facilities without Customer request should customer-initiated changes adversely affect EWEB's Facilities or to bring older Facilities into compliance with current EWEB installation standards. Such moves or alterations shall be made in accordance with the following:





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1. EWEB's meters and valve boxes will normally be set at sidewalk or curb grade. Should the Customer alter the adjacent ground level, place physical objects, (such as rocks, ties, posts, and fences) or plant shrubs in such a manner as to make it necessary, in the opinion of EWEB, to move or adjust the Meter, meter box, valve box, etc., the Customer shall be advised, in writing, of EWEB's intent to adjust its Facilities to accommodate the Customer changes and to collect the full cost of these adjustments from the Customer.
2. If access to EWEB owned Facilities are impaired, see All Utilities for governing policy.
3. If a water Meter or Point of Delivery does not meet current installation standards, the Meter or Point of Delivery may be moved at EWEB's discretion. The cost of moving a Meter or Point of Delivery solely to achieve current installation standards within the distribution system shall be borne by EWEB.
4. When a Customer's Point of Delivery is transferred to a water Main that increases pressure thus requiring installation of a Pressure Reducing Valve and associated equipment, the cost shall be borne by EWEB. The Pressure Reducing Valve and associated equipment will be installed on the Customer's side of the Meter and will be the Customer's responsibility to own, operate and maintain.
5. When a Customer's Point of Delivery pumping level is reassigned, EWEB will notify the Customer of resulting billing changes in writing. Applicable adjustments to past billing shall be consistent with All Utilities, Bill Payment, Adjustment of Utility Bill.
6. If EWEB, the City of Eugene or other permitting agency determines that a change in property use or zoning eliminates the current need for Water Service, EWEB will disconnect the Point of Delivery at Customer's expense.
7. If a hydrant needs to be relocated, the Customer shall first obtain approval of, and make financial arrangements with, the Eugene Springfield Fire Department and EWEB.

If the relocation is initiated by the Customer, the Customer shall make necessary arrangements for the transfer or relocation of equipment owned by any other utility or any third party which may be involved, as well as reconnecting the Customer's own facilities once the Point of Delivery has been relocated.

### **M. Flat Rate Fire Protection Service**

Monitoring methods, other than full-flow Water Service consumption metering, may be permitted for fire protection systems serving private fire hydrants, hose cabinets, and/or sprinkler systems where water will be used only for emergency fire suppression.



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All unmetered flat rate fire protection services shall be installed in accordance with EWEB's established facilities design and backflow prevention standards. Costs incurred by EWEB in providing associated Water Main Extensions, service line, tap, and/or isolation valve to the Point of Delivery shall be paid in advance of installation, in accordance with EWEB's Water Main Extension Policy. (See Water, Water Main Extensions.)

Any required service vault, Detector Double Check Valve assembly, or reduced pressure detector check assembly shall be furnished, installed, owned, and maintained by the Customer. All new fire line installations shall include provision for detector check metering, as an integral part of the required backflow assembly. The Customer installation shall provide for ready access to and acceptable working space for meter reading, repairs, and testing of all related facilities.

Only emergency use of water is authorized through a flat rate fire protection service. After water is used for an emergency, the Customer shall notify EWEB's Water Operations Department. If water is to be used for test purposes, the Customer shall notify EWEB's Water Operations Department in advance of the testing.

If water consumption is registered or evidenced without advance notification to EWEB, the Customer shall be billed at the regular flat monthly charge plus an inspection fee, plus the regular consumption charge for that portion of water registered or estimated to have been used. (See Water, Water Service Charges and Prices.) The Customer will also be notified of the unauthorized use, and asked to remedy the cause.

Water consumption registering on a second occasion within any 12-month period will indicate either continued unauthorized use or a leak in the Customer's system. For the second month's unauthorized use, the Customer shall be billed the scheduled inspection fee, plus the minimum charge for a full-flow meter, plus the consumption rate for that portion of water registered or estimated to have been used. The Customer will again be notified of the unauthorized use. The Customer shall be requested to immediately determine the cause of the registration and provide satisfactory verification to EWEB that the cause has been corrected.

If the Customer does not satisfactorily respond to EWEB's second notice of unauthorized consumption and usage occurs for a third month within any 12-month period, the Customer shall again be billed the scheduled inspection fee, the minimum charge for a full-flow meter, plus registered or estimated consumption. The Customer will then be given seven days to pay EWEB the estimated cost of a full-flow meter installation. If the Customer has not paid for a full-flow meter within seven days of the third notification, the water supply to the fire system will be disconnected and the fire department as well as the Customer will be notified. In the event of disconnection following the above notice procedure, installation of a fully metered service, at the Customer's expense, will be required for service restoration.



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### **N. Water Shortages and Curtailment**

1. If for any reason, EWEB's water supply cannot keep up with the consumer water demands, EWEB will implement a Water Supply Shortage Contingency Plan and request either voluntary or mandatory curtailment of water use by all of its Customers. Curtailment of wholesale contracts will be per separate agreements.

Voluntary curtailment will be at the Customer's discretion, with EWEB providing guidelines on ways to cut back on water use.

Mandatory curtailment will be called for when EWEB's water system is at serious risk of failure. Mandatory curtailment will require the ceasing of water uses that will be described within a declaration to be issued during such an event. In concert with implementation of the Water Supply Shortage Contingency Plan, EWEB may also activate customized curtailment agreements for large water users.

2. Large Water User Curtailment Plans

As part of conditions of new Water Service, large water users will be required to develop a customized water curtailment/conservation plan that outlines the actions the Customer will take in the event of a water supply shortage.

- a. The facility curtailment/conservation plan shall include information regarding on-site submetering if any.
- b. Disclosure of submeter consumption may be required to determine on-site system leakage compliance during a curtailment event.

3. New Meter Installation, Temporary and Hydrant Meter Moratorium

If for any reason, EWEB water supply cannot keep up with consumer water demands, EWEB may call for a temporary moratorium of new Water Services, temporary Water Services, or issuance of hydrant meters for temporary purposes for the duration of such a supply shortage event. EWEB may also place a moratorium on testing and flushing of new water Mains and water used for maintenance activities during this same period.

4. Appeals of Mandatory Curtailment

EWEB may consider appeals for water usage or service installation during mandatory curtailment declarations, consistent with All Utilities, Appeals. A letter written to EWEB detailing the nature of the water consumption is required in order to be considered for an exemption of the mandatory curtailment requirements.



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

Anyone found using water for a curtailed use, as defined during declaration of mandatory water curtailment, and without permission from EWEB, shall be:

- a. For first violation: Issued a written request of ceasing use of water and a warning for issuance of a fine if unauthorized use continues;
- b. For second violation: See Water, Water Service Charges and Prices.



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### II. WATER MAIN EXTENSIONS

This section covers policies, procedures, minimum requirements, and information that pertain to Water Main Extensions.

#### A. General Provisions/Requirements

Upon written request from the Property Owner for an extension to the water system, EWEB will prepare design and cost estimates for construction of the proposed extension. The written request shall be accompanied by appropriate plans and governmental approvals. The Property Owner may design Water Main Extensions and service installations when the following conditions are met:

1. The design must be prepared by a professional engineer registered by the State of Oregon.
2. The design shall comply with EWEB's Engineering Standards.
3. EWEB will review and approve plans and specifications.
4. EWEB will be reimbursed for costs of performing plan review and other services provided.

The design and cost estimates shall be based on the approved property development plans submitted by the Property Owner and on the assumption that the entire extension will be installed as a unit or as phased by mutual agreement, and completed within the time frame specified in EWEB's extension agreement. EWEB will specify pipe-line diameters, type of materials, locations and capacities needed for the extension. EWEB will require water Mains to be extended through developments, to connect to other water Mains, for reliability of service to the development and to maintain the water system integrity and water quality.

EWEB will own, operate and maintain water mains and services along public streets, roads and highways which EWEB has the legal right to occupy and on public lands and private properties across which rights-of-way, satisfactory to EWEB, have been obtained. The water Main will only be installed on an easement when public right-of-way that meets the need is not reasonably available. Sole and exclusive title to any extension constructed shall be the property of EWEB, except fire hydrants belonging to the City of Eugene.

All service lines and/or service crossings within the development will be installed at the time of the Water Main Extension and shall be prepaid by the Property Owner.

Water Service will be granted to developments or parcels of property when water Mains are installed in all dedicated rights-of-way or water main easements adjacent to and/or through the development or when an agreement is accepted by EWEB, guaranteeing future Property Owner participation in the cost of all deferred portions of the required Water Main Extension. A Property Owner will not be allowed to connect to an existing water Main at a location to avoid extending the water Main through or along the development.



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When master metering is required for multiple tenant developments, the owner or landlord will accept direct responsibility for payment of monthly water charges prior to delivery of service. Installation, ownership and maintenance responsibility for any private water systems beyond a Master Meter within private property rests with the Property Owner or the subsequent property owner(s).

EWEB will not install master metering in planned unit developments (PUD's) that offer private ownership of individual structures, e.g., residential PUD subdivisions. EWEB will require easements through the PUD properties to extend EWEB's water Mains to provide service or to adjoining property as required.

### **B. Extension Charges**

The Property Owner causing an extension of water mains shall pay in full for the rights-of-way, the construction and installation of the Mains and all other appurtenances necessary for the extension. When a development is separated from existing facilities by a parcel of developed and served property, and EWEB has collected an equivalent main charge for the previously served property, EWEB will contribute the amount collected to the extension of water Main.

Any necessary increase in size of the water Main extension pipe as determined by EWEB, pursuant to EWEB design and construction standards, and its proportionate cost may be paid by EWEB in accordance with EWEB procedures unless such increase in size results solely from the exclusive use of any subdivision or tract development.

### **C. Installation**

The Property Owner will construct Water Main Extensions. The following conditions must be met:

1. The Water Main Extension must serve the Property Owner property.
2. EWEB shall either design the water Main extension or approve the Property Owner's design and construction plans for the extension, which shall conform to Water Utility, Water Main Extensions, General Provisions/Requirements.
3. The Property Owner will comply with EWEB's standards for quality of materials and workmanship and will follow EWEB's procedures. Copies of standards and procedures are available through EWEB.
4. The Property Owner's contractor shall be pre-qualified by EWEB prior to the start of construction of the Water Main Extension.
5. Facilities installed by the Property Owner must be inspected and approved by EWEB prior to being placed into service. The Property Owner is responsible for 100% of all inspection and testing costs.



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6. The Property Owner will provide a 100% performance bond to EWEB to guarantee the workmanship and materials for one (1) year from the date of completion of all construction including punch list items and payment of all project costs.
7. The Property Owner is solely responsible to obtain necessary Federal, State or local jurisdiction approvals.

### **D. Subsequent Customers**

A subsequent customer is one who requests service from an existing water Main, but who has not participated in paying for the installation cost of that existing Water Main Extension.

A subsequent customer may be required to participate in an additional Water Main Extension to the extremity of the Property Owner's property as well as the prescribed portion of the cost of any existing water Main.

### **E. Refunds to Property Owner**

A Property Owner shall receive a refund on a contribution in aid of construction when the following conditions are met:

1. The Property Owner has paid a contribution in aid of construction for a Water Main Extension past unserved property; and
2. A subsequent customer has paid EWEB an equivalent main charge for connection of Water Service (to the previously unserved property within ten years from the date of acceptance of the installation of the Main) to the Main for which the Property Owner has paid the contribution in aid of construction.

There will be no collection of subsequent customer equivalent main charges after 10 years of installation and acceptance of the water Main. Refunds will be limited to the amount collected from subsequent customers. No interest will be paid on refunds to the Property Owner.



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### III. WATER DEFINITIONS

The following terms, when used in these Operational Policies, or in the application or contract for Utility Services, have the following meanings, unless specifically indicated otherwise:

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

**Cross Connection:** Any actual or potential connection or structural arrangement between a public or a consumer's potable water system and any other source or system through which it is possible to introduce into the potable water system any substance other than the potable water intended for it.

**Detector Check Meter:** A small meter located on the bypass of a fire line Double Check Detector Assembly used to indicate water use such as leaks or unauthorized use.

**Double Check Detector Assembly:** A State of Oregon Health Services approved, internally loaded double check valve assembly complete with shut off valves, test ports and a reduced size bypass meter with another internally loaded double check valve assembly complete with test ports and shut off valves.

**Customer Owned Line (Water):** The pipe, valves and fittings leading from the Point of Delivery into the premises served.

**Meter-Pulled Water Service:** A service which has been paid for and either the water meter was not set (at the customer's request) or has been subsequently removed due to lack of recent usage.

**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.

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

**Point of Delivery:** (capitalized throughout, starting pg 1.) – definition included in Utilities – Appendix G – GLOSSARY.

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

**Pressure Reducing Valve:** An automatic valve used to reduce and limit water pressure.

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

**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.





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**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

Version	Section Revised / Description	Resolution No.	Approved	Effective
1				