



# MEMORANDUM

EUGENE WATER & ELECTRIC BOARD

*Rely on us.*

TO: Commissioners Brown, Carlson, Mital, Simpson and Helgeson  
FROM: Sue Fahey, Chief Financial Officer; Julie McGaughey, Customer Operations Manager  
DATE: April 20, 2018  
SUBJECT: Customer Service Policy Proposed Revisions and Discussion  
OBJECTIVE: Board Direction

---

## **Issue**

Management is proposing changes to the Customer Service Policy for Board consideration over 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. Except for pricing changes, the Water and Electric policies have not had recent substantive revisions.

At the last two Board meetings, 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 (AMI).

At the April 3<sup>rd</sup> meeting, the Board discussed account service decisions and affirmed the current policy which states the account holder will make service decisions. The Board also discussed the disconnect/reconnect process. After that discussion, Management made the decision to stop non-payment disconnections on Fridays.

## **Discussion**

Over the next two meetings, Management will engage the Board on 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
May	Consumption Amnesty	1. Under what conditions, and with what limitations, should EWEB consider granting consumption relief (e.g. water leaks)?
	Fees & Fee Recovery	1. What fees should be recovered by class, by individual customer? 2. Under what conditions can/should EWEB waive fees?
June	Deposits/Account Security	1. How much non-payment risk does EWEB have? Should accept? 2. What are the options for mitigating financial risk? (staff presentation)
	Infrastructure/Assets	1. Who pays for improvements? 2. Under what conditions might EWEB consider risk and recovery of investments? 3. Should EWEB consider economic incentives for development? Limited Income housing?

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 shows proposed changes from the April version. Those changes include edits for clarification and those requested by the Board to the *Our Promise to Customers* in the Preface. Language regarding waiving the non-pay disconnect charge if an account holder chooses to deploy an advanced meter was added to Section 4.2. In Section 4.3, language that required the billing of test fees prior to testing was removed, and language on retaining meters involved in a formal appeals process was added.

At the May 1<sup>st</sup> Board meeting, Management will be asking for feedback specifically on the Utility Service Charges and Prices. Some of these fees are charged as a result of a field visit, but in the future may be done remotely. With AMI currently planned for an eight year roll out and Customers who have chosen not to deploy an advanced meter, field visits will still be required. A table of current fees and charges, along with the revenue generated by each, is attached for reference. Blanks in the last updated column indicate the fees have not changed since 2012 and information is not readily available.

Section 2.3 of the proposed Customer Service Policy addresses appeals for billing issues. Since June 2016, EWEB has received requests for approximately 70 appeals. Almost 70% of the requests were for water bill credit primarily due to leaks or unknown water loss; 20% were requests to reduce fees, deposits or transferred balances, and the remaining 10% were disputing estimated Electric bills. Over 85% of the \$6,700 approved bill credits were for water consumption. The vast majority of appeals are residential and below \$1,000. Current procedures for water usage credits allow customer service staff to make one adjustment every five years before escalating to the appeals process.

### **Recommendation and Requested Board Action**

Management is requesting Board feedback, and there is no requested Board action at this time.

Attachments:

Utility Service Fee information

Customer Service Policy (redline from April version)

## Customer Service Policy

### Utility Service Charges and Prices

Type	Description	Amount	Last Updated	2017 Revenue
Late Fee	1.5% or \$5 assessed on Day 28 after bill is delivered	\$ 5	2012	\$ 1,064,000
Field (Account) Collection	Charged when disconnect service order generated	\$ 15		\$ 297,000
Move In/Move Out - Same Day		\$ 75		\$ 44,000
Move In/Move Out - Next Day		No charge		\$ -
Move In/Move Out - 2nd Trip Same Day	If unable to complete the first time due to customer issue	\$ 75		Combined with move in/out same day
Suspension/Restoration NonPay		\$ 35	2012	\$ 76,000
Suspension of service at source/access	Used if meter tech needs to disconnect and can't due to danger/access	\$ 200		\$ -
Restoration prior to 3pm		No charge		\$ -
Restoration after 3pm		\$ 75		Combined with move in/out same day
Return Payment (NSF)		\$ 25		\$ 39,000
Tampering	\$500 always charged to discourage tampering	\$125 - 500		\$ 22,000
Account Processing Charge	Any time an account holder changes except on automatic hook up agreement	\$ 20	2013	\$ 456,000
Lack of Access Charge	May be assessed by Meter Reading, Meter Shop, Vegetation Management	\$ 50		\$ 3,000
Meter Test at Customer Request	Current policy is fee charged before meter test done, then refunded if meter is inaccurate. Proposed change	\$ 180	2013	
<b>TOTAL Customer Fees</b>				<b>\$ 2,001,000</b>



# Eugene Water & Electric Board

## Customer Service Policy

---

### 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 **PRIVACY, DATA SECURITY and SAFETY**

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

~~EWEB will perform its activities in a manner that prioritizes Customer safety and demonstrates sensitivity and responsiveness to environmental concerns.~~

#### 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.



# Eugene Water & Electric Board

## Customer Service Policy

---

- We commit to addressing grievances in a timely manner including access to Management, the Board and/or a formal appeals process.

### ~~We will be~~ The right to -EASE of BUSINESS TRANSACTIONS Y TO DO BUSINESS WITH

- Customers can receive information ~~with a phone~~ by calling or email ~~toing~~ our Customer Service team, by visiting our website, ~~a trip to our~~ by coming to our Customer Service location(s) Downtown Eugene location, or via a more formal public records request.
- If we aren't unable to assist the Customer on the first contact, we commit to following up in an agreed upon time frame.

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

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

### 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.~~



# Eugene Water & Electric Board

## Customer Service Policy

---

### TABLE OF CONTENTS

#### 1.0 CONDITIONS OF SERVICE AND ACCOUNT REQUIREMENTS

1.1 Conditions of Service .....	4
1.2 Application for Service.....	4
1.3 Account Security Requirements.....	5
1.4 Customer Privacy/Release of Information.....	6

#### 2.0 BILLING

2.1 General Billing Information.....	6
2.2 Bill Payment and Financial Assistance .....	7
2.3 Appeals .....	8

#### 3.0 UTILITY SERVICE AVAILABILITY

3.1 Interruptions, Curtailments, Fluctuations, Shortages and Outages.....	8
3.2 Disconnection/Reconnection at EWEB’s Discretion .....	10
3.3 Code Violations, Fraud, and Failure to Pay.....	10
3.4 Medical Support Program for Residential Utility Service.....	11
3.5 Tampering/Diversion .....	11
3.6 Temporary Service .....	12

#### 4.0 METERING

4.1 General Information .....	12
4.2 Advanced Meter Deployment .....	13
4.3 Meter Inaccuracies and Tests.....	13

#### 5.0 EWEB PROPERTY AND FACILITIES

5.1 Damage .....	13
5.2 Reconfiguration.....	14
5.3 Grades and Locations within Private Property .....	14
5.4 Locating – Underground Facilities.....	14
5.5 Rights-of-Way, Rights of Access, and Tree Trimming.....	15
5.6 Unauthorized Attachments Prohibited .....	15

#### 6.0 RESALE OF UTILITY SERVICES .....

#### 7.0 STRANDED INVESTMENT POLICY .....

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

#### REVISION HISTORY .....



# Eugene Water & Electric Board

## Customer Service Policy

---

### 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.



# Eugene Water & Electric Board

## Customer Service Policy

---

Account Holders are responsible for Utility Service charges and fees, effective from the date EWEB is requested to start service or the date of the Customer's occupancy or responsibility, whichever occurs first, and will remain responsible for charges at the service location through the time that EWEB disconnects the Utility Services or closes the account, whichever occurs later.

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

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

Aside from EWEB, only Applicants, Account Holders or Authorized Agents may select and control the type and level of services at a given account's service location, including requests for connection, disconnection or transfer of Utility Services.

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

### 1.3 Account Security Requirements

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

- A monetary deposit
- A Surety Bond from an acceptable surety licensed to do business in Oregon  
A personal Guarantor may be used for residential accounts only. Only qualified individuals are eligible to serve as personal Guarantors.
- An Irrevocable, Stand-By Letter of Credit from a financial institution acceptable to EWEB

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





# Eugene Water & Electric Board

## Customer Service Policy

---

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



# Eugene Water & Electric Board

## Customer Service Policy

---

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.



# Eugene Water & Electric Board

## Customer Service Policy

---

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:



# Eugene Water & Electric Board

## Customer Service Policy

---

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

## Customer Service Policy

---

### 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



# Eugene Water & Electric Board

## Customer Service Policy

---

Violations, Fraud, failure to pay all charges for service, or for violation of any part of this Policy, service will not be resumed until the situation requiring such action has been resolved to the satisfaction of EWEB and any other governmental agency having jurisdiction.

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

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

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

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

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

Customers participating in the program are not excused from paying for Utility Service and may be required to enter into a written Payment Arrangement with EWEB when a past due balance exists. If a Customer participating in the program fails to enter into a written Payment Arrangement or to abide by its terms, EWEB will initially restrict electric Utility Service. If a Customer fails to bring the account current as agreed in the written Payment Arrangement, EWEB will disconnect service with notice in accordance with its Customer Service Policy. Any Payment Arrangements in effect when program participation terminates remain in effect for the balance owing.

### **3.5 Tampering/Diversion**

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

If Utility Service disconnected by EWEB is reconnected without EWEB's authorization, EWEB will separate the service from EWEB's supply system without notice and require inspection prior to



# Eugene Water & Electric Board

## Customer Service Policy

---

reconnection. EWEB will also impose applicable fees on the Customer's account in addition to charges equal to the estimated cost for services used but not previously billed, as well as any Actual Costs of repair and replacement incurred by EWEB. These charges are applicable to each Tampering occurrence. In cases where Tampering or Diversion is detected, EWEB's remedies include, but are not limited to, the installation of remote metering equipment.

### **3.6 Temporary Service**

Temporary Service refers to Utility Service for short-term or transient type installations. Short-term Temporary Service is limited to 12 months use from date of connection. Temporary Service may be extended beyond 12 months by written request and EWEB's written approval. Temporary Service Facilities will be disconnected when permanent electric Facilities have been connected.

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

## **4.0 METERING**

### **4.1 General Information**

EWEB will own, install and maintain all necessary meters for measuring the amounts of Utility Services consumed by Customers. Under certain circumstances, un-metered Utility Service may be provided at the option of EWEB (see Electric Utility 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.



# Eugene Water & Electric Board

## Customer Service Policy

---

### 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.

If an Account Holder is in the collection process, has received a final non-payment notice, and chooses to Deploy an advanced meter, the non-pay disconnect charge will be waived. If the Account Holder subsequently chooses to Opt-out at the same premise, future disconnect charges will not be waived.

### 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 ~~determines that the meter is inaccurate, reflects an over-charge~~, the meter test fee will be waived. Otherwise, a meter test fee will be billed to the Account Holder. If a meter is removed at an Account Holder's location for which an appeal per section 2.3 has been filed but not resolved, the removed meter will be retained until the appeals process has concluded.





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

#### **5.1 Damage**

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

#### **5.2 Reconfiguration**

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

#### **5.3 Grades and Locations within Private Property**

EWEB may, at its discretion, install utility Facilities where the Customer has provided satisfactory easements in subdivisions, planned unit developments, minor land partitions, or other property development activity. It shall be the Customer's responsibility, while excavating accesses and parking Facilities, to provide an additional width of level ground, constructed to grade, to permit EWEB to efficiently install and maintain underground and surface-mounted Facilities.

Prior to requested installation of any EWEB utility Facilities, it is the responsibility of Customer to coordinate with EWEB engineering. It shall be the responsibility of the Customer to stake engineered grades and locations, conforming to EWEB's Facilities designs, prior to EWEB's construction. Upon completion, it will be the Customer's responsibility to confirm that EWEB's installations have been made in the location and to the grade as indicated in EWEB's approved design and specifications.

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

#### **5.4 Locating- Underground Facilities**

EWEB will provide locating services upon request via the Oregon Utility Notification Center, directly to EWEB, or EWEB's contract locating service, in accordance with the applicable provisions of ORS 757 and OAR 952-001-0010 through OAR 952-001-0100, to assist excavators in identifying the existing location of EWEB's underground utility Facilities. Excavators will be held responsible for Actual Costs and consequential damages resulting from damage to EWEB's Facilities as the result of the excavator's activities.



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

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

EWEB shall be granted, at no cost, all Rights-of-Way, rights of access, and easements reasonably necessary to serve a Customer for the installation, maintenance, repair, replacement, removal or use of any or all equipment or materials used to supply and deliver Utility Services to the Customer. The Customer is required to provide safe and timely access, as determined by EWEB, to the Premises of the Customer for the purpose of reading meters, testing, repairing, removing or exchanging any or all equipment belonging to EWEB.

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

The Customer may be charged for clearing or trimming activities in the vicinity of EWEB's Facilities. When access to any of EWEB's Facilities is impaired by the Customer's actions, animals, trees, shrubs, changes of grades, fences, locked doors, or other obstructions, EWEB will make at least one documented attempt to contact the Customer and/or Property Owner, as determined by Lane County record, of the impairment to access. The Customer is responsible for safely resolving the impairment or eliminating the interference preventing timely access to EWEB's Facilities. If satisfactory corrections are not made within the specified time, EWEB will take corrective action and Customer shall reimburse EWEB for Actual Costs. For access to meters, the Customer must provide key access or permit EWEB to install remote meter reading equipment, if required.

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

### **5.6 Unauthorized Attachments Prohibited**

Written consent shall be obtained from EWEB before any equipment or material of any description may be attached to any Facility or property owned by EWEB. Customer-owned circuits and equipment are not permitted on EWEB's pole line. The Customer will not place grounds or other electric connections to EWEB's water equipment; EWEB assumes no liability for failure of the Customer's electric grounds connected to the water system. EWEB shall not be responsible for loss, injury or damage to life or property resulting from Customer-owned installed and maintained Facilities on, adjacent to, or connected to EWEB's Facilities, and EWEB shall not assume any liability for non-



# Eugene Water & Electric Board

## Customer Service Policy

---

EWEB Facilities. Customer shall remain responsible to keep utility Facilities on the eCustomer 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.



# Eugene Water & Electric Board

## Customer Service Policy

---

### 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