Connect With Us

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Website: www.epud.org
Email: customerservice@epud.org

Follow us for the latest news, outage updates, energy saving tips, and more!

Office Hours

Monday through Thursday, 7:30 a.m.-6 p.m., excluding holidays:

- New Year’s Day
- Independence Day
- Thanksgiving
- Memorial Day
- Labor Day
- Christmas Day

Emergency/Outage Service

Available 24 hours a day, 7 days a week by calling 541-746-1583.

Select the menu option to listen to our current outage recording and/or report your outage. Follow us on Twitter or visit us at www.epud.org for outage updates.

For more information on how to be prepared for an outage, visit www.epud.org.
Emerald PUD

General Terms, Conditions, and Definitions
<table>
<thead>
<tr>
<th>Policy Name</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emerald PUD General Terms, Conditions, and Definitions</td>
<td>01/01/2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Department</th>
<th>Responsible Party</th>
<th>Suggested Review</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Service</td>
<td>Customer Service Manager</td>
<td>Biannually</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Approved By</th>
<th>Date Approved</th>
<th>Board Resolution Number or Action Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board of Directors</td>
<td>June 13, 2017</td>
<td>Action Item</td>
</tr>
</tbody>
</table>

Revision History
11/14/2017
EMERALD PEOPLE’S UTILITY DISTRICT

GENERAL TERMS, CONDITIONS, AND DEFINITIONS

TABLE OF CONTENTS
1. GENERAL TERMS AND CONDITIONS .................................................................4
2. DEFINITIONS ..................................................................................................5
1. **GENERAL TERMS AND CONDITIONS**

1.1 The Customer Service and Operations and Engineering Policies and Procedures have been adopted by the Emerald People’s Utility District (District) Board of Directors, consistent with the District’s goal of providing safe and reliable service at the lowest practical cost. These Policies and Procedures apply to any person, firm, corporation or legal entity supplied with Electric Service by the District in accordance with the responsibility and authority set forth in Oregon Laws for People’s Utility Districts. The District shall supply Electrical Service within the boundaries established for the District under authority granted by the People of the State of Oregon and the Oregon Legislature, according to the constitution Article XI, Section 12.

1.2 The purpose of these Policies and Procedures is to provide a helpful guide to Customers and District Employees, to achieve efficient and safe Electrical Service and to ensure that Customers receive fair and equitable treatment. District Employees are available for advice and consultation regarding service requirements and related problems at new, existing or reconstructed service locations.

1.3 It is the policy of the District that the utility needs of all Customers will be safely and reliably met without discrimination and in accordance with sound business and utility principles and that Electric Services pricing will be based on providing the lowest reasonable cost based rates to all similarly situated Customers. The District will follow prudent utility and business practices and all utility work and services will be done in accordance with all state and federal rules and regulations.

1.4 The District reserves the right to refuse to connect or may disconnect Electric Service for any violation of the District Policies and Procedures or other rules, including, without limitation, failure to pay Electric Service charges when due, violation of contract or rate schedule provisions, fraud, dangerous or emergency conditions, theft or illegal diversion of Energy, unauthorized use of District property or services, or to protect District Employees, Customers, property, or the property of others.

1.5 In the District’s Policies and Procedures, the use of such words as “shall,” “may,” etc., indicates the status for the policy or procedure. “Shall” is a requirement. “Should” is recommended. “May” is at the discretion of the District.

1.6 The failure of the District to enforce any of the terms of a Rate Schedule or these Policies and Procedures shall not be deemed a waiver of its right to do so. The Board may expressly waive the applicability of any of the Policies and Procedures if in the best interest of the District, in the Board’s sole discretion.

1.7 All Customers shall receive nondiscriminatory service and uniform consideration and courtesy in all service, billing, and collection matters.

1.8 Subject to these Policies and Procedures, all Special Contracts, agreement for Electric Service and other agreements entered into by the District shall be binding upon the successors and assigns, heirs, executors, and administrators of the Customer, unless otherwise specified in the Special Contract, agreement for Electric Service or other agreement.

1.9 The District reserves the right to change any or all of its Rate Schedules or these Policies and Procedures at any time in its sole discretion.
1.10 Where applicable, these Policies and Procedures cancel and supersede all previous Policies and
Procedures issued by the District.

1.11 In case of conflict between any provisions of any Rate Schedule or Special Contract and these
Policies and Procedures, the Rate Schedule or Special Contract shall apply. In a case of conflict
between any provisions of a Rate Schedule and a Special Contract, the provisions of the Special
Contract shall apply.

1.12 These Policies and Procedures and the District’s Rate Schedules or Special Contracts shall be
interpreted and construed to be compatible and consistent to the extent practicable. It is the
intent of the District that these Policies and Procedures comply at all times with applicable law.
Should applicable law be amended or interpreted contrary to the express language of any
 provision of these Policies and Procedures, that provision shall be interpreted, to the extent
possible, to be in compliance with applicable law. Further, should any provision of these Policies
and Procedures be found to be invalid or without legal effect, that provision shall be disregarded
without affecting the remainder of the Policies and Procedures.

1.13 Electric Service by its nature is subject to periodic disruption. The District shall not be liable to any
customer or to any third party for direct, indirect or consequential damages, lost profits or claim of
damage attributable to any interruption, fluctuation, outage, change in voltage, or other firm
power disturbance. Should District’s power supply be insufficient for any reason to service its
entire system or any portion thereof, the District may, at its option and in its discretion, allocate its
power in the best interests of all its customers without incurring liability to any particular
customer. The District further reserves the right to reduce the supply of power to its customers
due to curtailment or proration requirements of governmental regulations or power suppliers
without incurring any liability.

2. DEFINITIONS
Wherever used in these Policies and Procedures, the District’s Electric Rate Schedules or in any application or
agreement for Electric Service, the following terms shall have the meanings given below, unless otherwise
stated:

Account Information: Information contained in a retail electric Customer’s bill including account balances, usage
and demand histories, and other information related to the Customer’s District account.

AutoPay: A voluntary program where the Customer authorizes the District to automatically debit the Customer’s
bank account for payment of their bill each month.

Average Pay: A plan which calculates an average based on the service location’s previous 12-month history and
charges that average on the Customer’s monthly bill.

Billing Period: Meters are read and their consumption billed to Customers on a cyclic month basis, with the
exception of the opening and closing reading and billing, which may be for a longer or shorter period than the
customary 30-day month (see also Month). Depending upon the number of workdays in any particular month,
weekend days, and holidays falling between reading schedules, billing periods may fluctuate between 27 and 34 consecutive days.

**Board of Directors (Board):** Emerald People’s Utility District Board of Directors or its authorized representative.

**Commercial-Type Customers:** An enterprise of either a for profit or nonprofit nature, the purpose of which is to manufacture, sell or convey an idea, service or product (either tangible or intangible). This includes motels and living units with common-use facilities. This also includes public buildings, political subdivisions, churches, and multi-residential structures served through a master meter or as an integral part of a commercial venture.

**Customer:** Any individual, partnership, corporation, organization, firm, governmental agency, political subdivision, municipality or other entity supplied with Electric Service by the District at one location.

**Customer Data:** Data collected about the Customer including Personal Information, Service Information, Account Information, and information sourced by Customer visits to the District website, responses to surveys, or other correspondence with the District or its contractors.

**Demand:** The maximum power delivered during the Billing Period measured in kilowatts (kW) averaged over a 30-minute rolling interval. One kilowatt of demand is equal to 1,000 watts or 1.341 horsepower.

**District:** Emerald People’s Utility District.

**Electric Service:** The availability of electric Energy at the point of delivery for use by the Customer, whether or not the Energy is actually used.

**Employee:** Employee, contractors or others acting on behalf of the District.

**Energy:** The electric Energy measured in kilowatt-hours (kWh). The amount of Energy delivered in one hour at a constant rate of one kilowatt (3421.8 BTUs).

**Equal Pay:** A payment plan designed for Customers to make their payments the same amount each month throughout the annual Equal Pay Plan period. A Customer’s Equal Pay may be amended from time to time to correct over/under outstanding balances.

**Franchise Fee:** The charge levied by a municipality or other governmental authority to the District. All or a portion of these Franchise Fees may be passed on to Customers as a city tax.

**Industrial Customer:** Those Customers who have registered Demand equal to or above 1,000 kW more than once in any consecutive 36-month period and whose Electric Service shall be Primary Metered.

**Landlord Agreement:** A signed authorization for billing of services to the property owner during vacant or non-specified periods.

**Large Industrial Customer:** Customers consuming 10 aMW or more in a consecutive twelve (12)-month period as compared to their consumption during the immediately preceding twelve (12)-month period may be
classified as a New Large Single Load by the Bonneville Power Administration and may be granted Direct Access, unless the District and Customer agree on a different arrangement in a Special Contract. This includes any new Customer or the expansion of an existing Customer at a single facility. All new Large Industrial Customers shall obtain service through Special Contract for Electric Service.

**Living Unit:** A self-contained area that is regularly used for residential purposes and which includes kitchen, bathroom, and sleeping facilities. Each unit must be individually metered to qualify for Electric Service on the Residential Rate Schedule; otherwise, any combination of two or more living units will be served under the Commercial Type Service Rate Schedule (see also Residential Customer).

**Load:** The power requirement, usually measured in kilowatts, of a system or piece of equipment at a given instant, or the average rate of Energy used during any designated period of time.

**Meter:** An instrument used for measuring the electric Energy delivered to the Customer.

**Multi-Family Residential Use:** See Residential Customer.

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

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

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

**Personal Information:** A Customer’s first name or first initial and last name in combination with any one or more of the following data elements when either the name or data elements are not encrypted or when the data elements are encrypted and the encryption key also has been acquired:

- Social Security number
- Driver’s License Number or state identification card
- Identification number issued by a foreign nation
- Passport number or other United States-issued identification number
- Account number, credit card number or debit card number, in combination with any required security code, access code or password that would permit access to a consumer’s financial account.

**Point of Delivery:** Unless otherwise designated, the Point of Delivery shall be the point of attachment of the District’s electric conductor to the Customer’s conductor without regard to the location of the District’s metering equipment.
**Primary Metered:** A Customer who is metered at the primary voltage and owns all electrical infrastructure beyond the point of metering and is eligible to receive the applicable Primary Meter discount as determined during each rate period. A Primary Metered Customers may be served under a Special Contract unique for that site.

**Prepaid Metering:** A program designed to allow Customers to pay in advance for energy usage.

**Primary Voltage:** Any voltage above 600 volts, phase to phase.

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

**Residential Customer:** Those Customers with Electric Service to any structure used primarily for residential purposes and which is not an integral part of a commercial venture.

**Service Information:** Information that relates to the technical configuration of the Customer’s electric service.

**Special Contract:** An agreement between the District and Customer which sets forth the specific arrangements for providing Electric Service to a Customer that may supplement or alter these Policies and Procedures.