Emerald PUD

CUSTOMER SERVICE POLICIES AND PROCEDURES
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**Revision History**

08/01/2017, 11/14/2017, 9/11/2018, 10/10/2019, 08/18/2020
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1. CUSTOMER DATA AND INFORMATION CONFIDENTIALITY

1.1 The District may collect Customer Data and other information about its Customers to better serve them and to offer applicable products and services to meet their needs and expectations. Unless required by law, Customer Data shall not be shared with a third party unless prior notice is given to the Customer giving Customer the ability to dispute the disclosure of information.

1.2 Notwithstanding the above, the District may share Customer Data with its employees and authorized agents of the District that perform services for the District or on the District’s behalf. All employees and authorized agents are required to comply with the District’s Identity Theft Prevention Policy.

1.3 The District has implemented a program to identify, detect, prevent, mitigate, and update “Red Flags” that signal the possibility of identity theft in compliance with the Fair Credit Reporting Act, as amended by the Fair and Accurate Credit Transactions Act of 2003. For more information, see the District’s Identity Theft Prevention Policy.

1.4 Customer Data may be disclosed as permitted or required by law - for example, to law enforcement officials in response to a subpoena or in response to a public records request in compliance with Oregon’s Public Records Laws.

1.5 Account Information may be released to a Customer about the Customer’s own account, at the convenience of the District, and upon verification of the requester’s identity. Disclosures will be in accordance with the Oregon Public Records law and District policies.

1.6 Personal Information shall not be released without permission from the Customer, unless requested by public safety agencies or local, county, state, and federal governments or by other utilities and agencies with whom we have reciprocal arrangements, or as otherwise required by law.

1.7 Account Information for non-residential Customers may not be released without express written consent from the Customer’s authorized representative, unless required by law. Any non-residential Customer may list with the District any authorized representatives to which the District may release Account Information. Identification verification will be handled according to the District’s Identity Theft Prevention Policy.

2. RATE SCHEDULES

2.1 Electric services are provided to serve buildings, structures, places or things without regard to individual occupants. Further, rate schedules are applied according to use, load and customer class, such as Residential, Farm, Commercial, Irrigation, Street Lighting, Industrial, Large Industrial etc.

2.2 The rates and rate schedules of the District are based upon a balance between the District’s understanding of the Customer’s Electric Service requirements the cost of wholesale power and the District’s cost of providing service to the Customer class. The Rate Schedules have been adopted by the District to establish charges for service according to classes of Customers at cost based rates and to prevent inter and intra class subsidization.

2.3 For more information, see the District’s current Rate Schedules.
3. APPLICATION FOR ELECTRIC SERVICE (START/STOP/TRANSFER)

3.1 All persons and entities desiring residential or non-residential Electric Service may apply for service by telephone, mail or in the District’s office.

3.2 The application for Electric Service is a request only and is not binding on the District until the District receives all required information and documentation and actually delivers, or is ready to deliver, Electric Service to the Customer. The delivery of Electric Service by the District and its acceptance by the Customer, with or without written application, shall be deemed to constitute Customer’s agreement and acceptance of the District’s established Rate Schedules, Policies and Procedures. Billing for minimum charges and Energy usage will commence the date Electric Service is connected.

3.3 Applications for Electric Service shall be made a minimum of one business day in advance of the desired connection date. Applications must be received by the District during normal business hours, excluding District-observed holidays. Customers requesting Electric Service connection on Fridays, Saturdays, Sundays, District-observed holidays or after normal business hours may be accommodated at the discretion of the District; however, the customer may be charged after-hours rates according to the District’s schedule of charges.

3.4 All Customer information and documentation required by the District must be satisfied before the Electric Service will be energized. Applicants for Electric Service shall provide the District with the following minimum information at the time each account is opened:

3.4.1 Legal name of the applicant or organization

3.4.2 Service address

3.4.3 Mailing address

3.4.4 Date the applicant wants service to begin

3.4.5 Social Security number or Federal Tax ID

3.4.6 Date of Birth

3.4.7 Contact information, including phone number

3.4.8 Driver’s license number, if applicable

3.4.9 Method of payment (autopay, check, credit card etc.)

3.4.10 Other information (including photo identification) as the District may require for the applicable service.

3.5 Should a Customer refuse to provide a Social Security number, the Customer shall be required to sign up for Electric Service in person at the District’s office, show identification consistent with the District’s Identity Theft Prevention Policy, and pay a deposit or enroll in the Prepaid Metering program (as outlined in section 4).

3.6 Upon application for Electric Service, the District shall conduct a credit evaluation of the applicant.
Based upon this evaluation, a security deposit may be required in the District’s sole discretion. Should an applicant refuse to have a credit evaluation, the applicant shall be required to sign up in person at the District’s office, show valid identification acceptable to the District, and pay a deposit or enroll in the Prepaid Metering program (as outlined in Section 4).

3.7 Property owners or Landlords who wish to have Electric Service to their rental units remain connected after the unit has been vacated by a Tenant may sign a Landlord Agreement with the District. Under the terms of a Landlord Agreement, the property owner or Landlord assumes responsibility for payment of all Electric Services from the date the renter/tenant disconnects the Electric Service until the District begins providing Electric Service to a new renter/tenant at the Property. The District will not participate in a renter/tenant eviction process unless required by a court order.

3.8 All new or existing service equipment must comply with the requirements of the NEC, the NESC, and the District before the Electric Service will be energized.

3.9 Electric Service will not be connected (and existing Electric Service may be subject to disconnection) should a Customer or former Customer owe a delinquent balance while residing at any District service address. The delinquent balance must be paid in full before Electric Service is provided to the Customer or former Customer.

3.10 For non-residential Customers or Customers with special Electric Service conditions, including seasonal, fluctuating large or high density loads, the District may require a Special Contract. No Special Contract, or any modification thereof, shall be binding upon the District until authorized and executed by the Board, general manager or authorized designee.

3.11 Where two or more persons jointly apply for Electric Service from the District, such persons shall be jointly and severally liable for all amounts due and owing and shall be billed by means of a single, periodic billing statement.

3.12 Signed applications by an authorized representative may be required on all non-residential accounts.

3.13 Any non-residential Customer may list with the District any authorized representatives to whom the District may release Account Information. Identification verification will be handled according to the District’s Identify Theft Prevention Policy.

4. DEPOSITS

4.1 The District may require a deposit on any new or existing account for any reason, including but not limited to:
4.1.1 A Customer or applicant with a history of delinquent payments to the District, other utilities or creditors.

4.1.2 An applicant who has not established or has a limited credit history with the District or any utility or creditor.

4.1.3 A Customer or applicant that has a delinquent balance owing to the District.

4.1.4 A Customer disconnected for failure to pay utility bills when due.

4.1.5 A Customer who has tampered with District equipment or used Electric Service following illegal reconnection of service or power diversion.

4.1.6 A Customer or applicant refusing to give information requested by the District for the purpose of clarifying the Customer’s identity or credit worthiness.

4.2 The deposit requirement may be waived if the customer is eligible to enroll in the Prepaid Program.

4.3 If a deposit is required for an existing customer, the deposit shall be in an amount that is 2x the highest, historical monthly bill for each meter at the service location. If a deposit is required for a new customer, the deposit shall be based on 2x the estimated monthly bill for each meter at the service location.

4.4 If a deposit is required, the Customer may be required to pay the deposit in full before Electric Service is provided.

4.5 In addition to a cash deposit, non-residential customers may request that the District accept an alternative form of deposit in the form of:

4.5.1 A surety bond from a surety licensed to do business in Oregon acceptable to the District; or

4.5.2 An irrevocable, stand-by Letter of Credit from a financial institution acceptable to the District; or

4.5.3 A Guarantor acceptable to the District. The District will determine whether to accept an alternative form of Deposit, in its sole discretion.

4.6 The District may refund or apply deposits plus any accrued interest to any unpaid balance upon discontinuance of Electric Service, or after twelve (12) consecutive months without having more than one delinquent payment.

4.7 Electric Service may be refused or disconnected if the required deposit is not paid within the designated timeframe.

4.8 Customers who file for bankruptcy will be subject to the bankruptcy laws in effect at the time of their filing.

5. METER READING AND BILLING PERIOD

5.1 The District shall own, install, repair and replace all necessary meters for measuring and collecting data required for billing. The District shall keep an unofficial account of all meter readings and data
in accordance with the State of Oregon retention schedules. Meter readings shall be accepted as
evidence of the use of Energy and/or Demand by the Customer, and shall be the basis on which all
bills are calculated, except for those Customers having unmetered service. Where a master meter
is used, the District shall not furnish or read auxiliary or sub-meters used for the Customer's
convenience, except as required by a Special Contract between Customer and the District.

5.2 Customers who choose to opt-out of the use of the District’s advanced metering technology shall
have their meter read manually by a District employee each month. An installation and monthly
charge shall be paid by the Customer to recover the costs associated with installing and reading
the meter manually. See Schedule 88 M for the installation and manual meter reading fee
amounts. The District, in its sole discretion, will determine the meter reading and billing dates.
Access to the District’s meter and equipment are required at all times as outlined in Section 12. If
the District is unable to access the meter for any reason, the Customer shall not be allowed to opt-
out of the use of the District’s advanced metering technology.

5.3 All Rate Schedules are based on a Billing Period from 27 to 34 consecutive days. Reference to one
month’s service in the Rate Schedules relates to the Billing Period, which, in all probability, is not a
calendar month because of weekends, holidays, and differences in the lengths of calendar months.

5.4 The District reserves the right in its sole discretion to read meters and present bills for longer or
shorter periods than the normal Billing Period. If it is not practical to obtain an actual meter
reading, billing may be based on estimated usage and subject to later correction when actual
meter data is available.

5.5 Should any meter malfunction and incorrectly register the amount of Energy usage, the Customer
shall be notified as soon as possible after the metering malfunction is discovered. Customer may
receive a refund or be surcharged for up to two (2) years of service based on Customer’s estimated
Energy usage or Demand. The energy usage or demand shall be determined based on prior or
current usage and demand patterns, excluding the period in which the malfunction occurred.
This section does not apply to meters that have been intentionally altered, moved, modified or
otherwise tampered with.

5.6 If Customer suspects that a meter has malfunctioned, Customer shall immediately report the
suspected malfunction to the District.

6. BILLING AND PAYMENT OPTIONS

6.1 Customers shall be assigned to the applicable Rate Schedules according to customer class,
occupancy, expected use and load at the time of application. The District reserves the right to
revise its Rate Schedules and assign customers to different Rate Schedules when appropriate in its
sole discretion. If a Customer changes its use, load, or increases or decreases the occupancy of a
residence, the Customer shall notify the District, and the District will determine if the Rate
Schedule still applies or should be changed. The District will make every reasonable attempt to
change the applicable Rate Schedule prior to the next billing statement, if appropriate. If the
Customer does not notify the District of a change of use, load, or increase or decrease in
occupancy, the District reserves the right to change the Rate Schedule at the time the change is
identified and adjust prior bills according to the billing adjustments policies referenced in section 6.13. The electric billing shall remain the responsibility of the owner, lessee, or property management agency involved.

6.2 Billing statements shall be sent to Customer on a monthly basis by U.S. mail at the Customer’s billing mailing address. Failure to receive the billing statement will not release Customer from any obligation of payment to the District. Customers signed up for paperless billing will receive an email notification when their bill is available for review on the District’s website.

6.3 Bills are due upon presentation and payable no later than 15 days from the date of billing except that closing bills are due and payable upon presentation.

6.4 A Customer who is unable to pay the full amount of the bill may request a payment plan, subject to approval by the District, in its sole discretion. The District shall base its decision on the Customer’s good faith, ability to pay, and past payment history with the District. Any Customer who has not complied with prior payment arrangements may not be permitted to enter into a new payment arrangement. Payment plans will usually not exceed 60 days and must include payment on current billings. The District’s acceptance of partial payments in the past or a payment plan shall not preclude the District’s right to discontinue the payment plan and require full and immediate payment of all past due amounts (including late fees and penalties) and full payment for all current and future service. Customers who are having difficulty paying their electric bill are encouraged to contact the District for referrals to organizations, agencies, and programs that may provide financial assistance.

6.5 Payments may be made to Emerald by mail, by telephone, in our office, online or at any pay station designated by the District.

6.6 Customers may make payments to the District in U.S. currency by cash, check, money order, credit card, recurring withdrawal from checking, savings or credit card (Autopay), on-line bill payment, or any other District approved electronic payment. The District may reject payments in cash for bills over $150 dollars and require payment in another form, in its sole discretion.

6.7 Recurring withdrawals from a checking, savings or credit card (Autopay) require online or signed authorizations. Customers will not be permitted to use Autopay if a recurring withdrawal is rejected for any reason. Rejected recurring payments will be treated the same as a returned check, and will be charged the scheduled amount.

6.8 The District offers the use of Prepaid Metering which requires Customers to pay for their Electric Service in advance, utilizing specific meters or equipment. The District may require these meters or equipment to be installed at new service locations or for existing Customers, in the District’s sole discretion. Prepaid Metering requires a credit balance on the account at all times. Electric service will be subject to disconnection if the account does not have a credit balance. Customers enrolled in the Prepaid Metering program will not be eligible to make payment arrangements. Prepaid Metering may be used in place of a deposit requirement. Customers who choose to opt-out of the use of the District’s advanced metering technology will not be eligible to enroll in the Prepaid Metering program.

6.9 The District may offer Equal and Average Pay plans which allow Customers to pay only the
estimated average monthly amount of the previous 12 months of bills. Customers must have a zero ($0) balance and have at least twelve (12) months of usage history at a single Electric Service location to be eligible for the program. Any anticipated future rate increases within the Equal or Average Pay plans are taken into consideration in determining the monthly payment. The District reserves the right to adjust the monthly payment requirement at any time to compensate for debit or credit balances. The Customer shall be removed from the program if they have more than two (2) delinquent payments within the previous twelve 12 months.

6.10 An owner of rental property may use a Landlord Agreement to assure uninterrupted service at a rental property when tenants vacate the premises. Otherwise, Electric Services may be turned off during such periods.

6.11 Customers submitting a medical certificate are not excused from paying their electric bills.

6.12 Opening and closing bills shall be prorated within the rate schedule on the basis of a 30-day month, if an actual meter reading cannot be obtained.

6.13 In the event a billing error is discovered by the District, the District shall notify Customer and Customer may receive a refund or be surcharged to correct any overcharge or undercharge on a Customer’s bill. In the event a billing error is discovered by Customer, Customer shall immediately notify the District in writing, and explain in detail the disputed charges. If the District determines that a billing error has occurred, Customer may receive a refund or be surcharged to correct any overcharge or undercharge on a Customer’s bill. The period for which any refund or surcharge will apply shall not exceed two (2) years of billings, and any refunds or surcharges shall be made in the District’s sole discretion. Meter malfunctions are addressed in Section 5.4 above.

7. LATE PAYMENT CHARGES AND RETURNED CHECKS

7.1 Bills greater than $500 will be charged 1% per month should an arrears exist at the next billing date, or the maximum amount allowed by law. Bills greater than $25 and less than $500 will be charged a $5.00 late fee should an arrears exist at the next billing date. Bills less than $25 may not be charged a late fee, unless the Customer is late on 2 or more payments in a calendar year. More information can be found in the Rate Schedule 88M – Miscellaneous Service Charges.

7.2 If a Customer’s check or payment is returned to the District unpaid for any reason, the Customer shall be charged a non-sufficient funds (NSF) bank charge per returned item to cover the bank fees charged to the District and the handling of the returned item pursuant to Rate Schedule 88M – Miscellaneous Charges.

7.3 If a Customer’s payment is returned for any reason, the Customer must pay the bill no later than 15 days from the date of the billing or enter into a payment arrangement subject to the approval of the District.

7.4 If the Customer’s account becomes past due as a result of a returned payment, the account may be subject to a late fee and disconnection for non-payment.

7.5 The District reserves the right to establish the means or form of payment (cash, money order, bank cashier’s check, credit card, etc.) from any Customer who has previously tendered a returned check or payment, or gives the indication that funds are not sufficient to cover any check tendered.
8. DISCONNECTION OF ELECTRIC SERVICE

8.1 A Customer who requests that the District disconnect Electric Service or close their account must give the District no less than three (3) business days’ notice in advance of the effective date. The outgoing Customer shall be liable for all services and charges rendered up to the date the Electric Service is disconnected.

8.2 Refunds of closing balances or deposits shall be transferred to any active accounts held by the Customer if one exists. If the Customer does not have an active account with the District, the closing balance or deposit will be forwarded to the Customer’s last known mailing address as provided by the Customer. Any funds unclaimed by the Customer 120 days after termination of Electric Services shall be submitted to the State of Oregon as unclaimed property.

8.3 The District shall make every reasonable attempt to secure payment of all delinquent accounts receivable to protect others customers and the District.

8.4 The District, at its discretion, may disconnect Electric Service for any of the following non-exclusive list of reasons:
8.4.1 Failure of the Customer to pay all charges for Electric Service when due.

8.4.2 The District has not entered into an agreement or received application for Electric Service.

8.4.3 Apparent evidence of fraud, tampering or power diversion which violates District Policy, national, state or appropriate local codes affecting utility service, or to protect health, life or property.

8.4.4 Tampering with, removing or reconnecting a District meter, line or equipment.

8.4.5 The Customer owned facilities or equipment are deemed unsafe, or are in violation of state, municipal or NESC codes.

8.4.6 The Customer does not cooperate in providing the District reasonable access to a meter or other District owned Electric Service equipment used to provide service to customers.

8.4.7 When the District has determined that the Customer is being served at an inappropriate level of service for the equipment installed or for the Customer’s current Electric Service usage.

8.4.8 Failure to meet obligations to the District through Special Contract. The District may cancel or terminate any Special Contract or Agreement under which Electric Service is being supplied, or disconnect Electric Service, with or without cancellation of the Special Contract or agreement. Such option may be exercised by the District at any time a default occurs, and neither delay nor omission on the part of the District to exercise such option shall be deemed a waiver of its rights as to any future default. A seven-day written notice of non-payment on such contracts prior to disconnection will be provided.

8.4.9 Failure to comply with requirements listed in the Operations and Engineering Policy.

8.5 Seven days written notice will generally be provided before disconnecting Electric Service except in cases of emergency, unauthorized use of Electric Service, theft or fraud or unsafe conditions. The District will attempt to make personal contact before service is disconnected. If personal contact is not made, notice of the disconnection will be left at the Customer location by door hanger.

8.6 Service charges established by the District may be added to a Customer’s account to cover the costs of collection efforts in the processing of returned checks, hand-delivered notices by field representatives, and/or the disconnection/ reconnection of Electric Service.

8.7 If the Customer’s account becomes past due, the utility reserves the right to install an advanced meter at the location, and all disconnect policies will apply. Customers who have been disconnected for non-payment in the last 12 months shall not be allowed to opt-out of the use of the District’s advanced metering technology.

8.8 Electric Service will not be terminated where it is verified or certified by a licensed physician that life-support equipment is in service or where it is verified that termination of Electric Service would be especially dangerous to the physical health of an occupant of the household. Such written notice should be resubmitted to the District every 30 days to remain valid. Restrictive devices may
be used to control the amount of electric current available at any given time.

8.9 In the case of emergency situations, it may be necessary for the District to temporarily disconnect or connect Electric Service to protect health, life or property. The District may, at its own discretion, take any action it deems necessary to provide safe and reliable service or to protect EPUD’s electric distribution system, its Customers and the health and safety of the public.

9. RECONNECTION OF ELECTRIC SERVICE

9.1 Electric Service reconnections will be conducted during normal business hours, excluding District-observed holidays. Customers requesting Electric Service reconnection on Fridays, Saturdays, Sundays, District-observed holidays or after normal business hours may be accommodated at the discretion of the District; however, the Customer may be charged after-hours rates according to Rate Schedule 88M – Miscellaneous Service Charges. If the District is unable to accommodate the Customer request, the Electric Service will be reconnected the next available business day.

9.2 The District does not guarantee reconnection of Electric Service on the same day on which District approval for reconnection is made. However, every reasonable effort will be made to do so.

9.3 Electric Service disconnected for non-payment shall not be reconnected until payment in full has been received by the District, or arrangements satisfactory to the District have been made to pay all past due amounts, including any current charges, and any reconnection fees and late fees as applicable under Rate Schedule 88M – Miscellaneous Service Charges.

9.4 Electric Service disconnected for non-payment shall not be reconnected in the name of any relative, friend or member of the family when the Customer of record is still living at the subject service address unless all charges have been paid in full.

9.5 The District reserves the right to require a deposit upon reconnection.

9.6 If Electric Service has been disconnected by the District for any national, state or local code violation, fraud, failure to pay all charges for Electric Service or for violation of any part of the District’s Policies and Procedures, the service will not be resumed until the situation requiring such action has been corrected to the satisfaction of the District or the governmental agency having jurisdiction.

9.7 Customer is responsible for any changes, repairs, maintenance, upgrades or modifications to the Customer’s electric wiring, facilities or Customer owned equipment (on Customer’s side of the Point of Delivery) that may be necessary for District to provide safe and reliable service at the Customer’s sole expense.

9.8 If the Electric Service has been disconnected by the District and reconnected without the District’s authorization, the District may disconnect the service from the District’s distribution system. Under these circumstances, services may not be reconnected until all bills, service charges, disconnection and reconnection costs, and deposits have been paid in full, and until the District is satisfied similar incidents will not recur. In addition to the rights and remedies stated here, or as may be found elsewhere in state and local laws, the District reserves the rights to pursue legal recourse, including recovery of any damage to District property, against the parties involved in, or benefiting from, such illegal acts.
10. ACCOUNT COLLECTION

10.1 A Customer who questions or disputes a bill shall be encouraged to contact the District before collection efforts become necessary.

10.2 Final bills, Special Contracts, and miscellaneous accounts remaining unpaid for 30 days beyond the due date are subject to all applicable remedies including, without limitation, late fees, collection agency referral or other available legal remedies available to the District.

10.3 As provided by ORS 697.105, collection agency fees are payable by the Customer.

11. APPEALS

11.1 A Customer who questions or disputes their Electric Service, a bill or the payment thereof, or who is unable to pay the full amount when due, shall have the right to, and be encouraged to, have an informal conference with a District Employee. The District employee will have the authority to make deferred payment arrangements under appropriate circumstances, in the District’s sole discretion.

11.2 The informal conference may be conducted by telephone or in the District’s offices during normal business hours, excluding District-observed holidays.

11.3 A Customer who disagrees with the billing and collection decisions of designated District Employees after informal conferences shall have the further right to appeal to the General Manager (or designee) to hear all formal appeals to billing decisions and render all final decisions.

11.4 Appeals to the General Manager resulting from an informal conference must be submitted, together with the reasons thereof, within five (5) business days following the Employee’s decision. Appeals, preferably in writing, shall be addressed to the attention of the General Manager, Emerald People’s Utility District, 33733 Seavey Loop Road, Eugene OR 97405, or may be submitted by telephone. The Customer must identify the amount of the disputed portion of the billing at the time of the appeal. Collection efforts by the District for that amount will be suspended until the General Manager’s (or designee’s) decision is issued.

11.5 The General Manager will conduct the appeal hearing at the District office during regular business hours, excluding District-observed holidays, within twenty (20) business days following appeal of the informal conference decision, or as soon as practical.

11.6 The Customer or Customer’s representative shall open the hearing with a statement of the Customer’s position in the matter and a presentation of evidence in support of the appeal. A District representative shall then provide the District’s position and presentation of the evidence.

11.7 The General Manager (or designee) shall provide the Customer with a written decision within ten (10) business days following the appeal hearing. The written decision shall be hand-delivered or sent to the Customer by certified mail. The written decision shall contain a summary of the Customer’s appeal and supporting evidence, a summary of District collection efforts, and the General Manager’s (or designee’s) decision.

11.8 If the Customer refuses to accept delivery of the written decision or fails to make whatever payments are required by the General Manager’s (or designee’s) decision, the District may proceed with immediate collection efforts without further notice including, but not limited to,
disconnection of the Customer’s Electric Service.

11.9 Aggrieved Customers may bring any dispute directly to the Board at a regularly scheduled Board meeting after having exhausted their appeal rights under this section. The General Manager may waive the procedure at a Customer’s request and allow the Customer to make an appeal directly to the Board, in the General Manager’s sole discretion.

11.10 The District shall make a reasonable effort to resolve Customer Disputes fairly, including the timely resolution of complaints and disputes. The undisputed portion of the bill must be paid no later than 15 days from the date of billing. Deferred payment arrangements on the undisputed portion of the bill may not be extended to Customers who have failed to comply with previous payment arrangements or who have had repeated collection problems with the District prior to the disputed billing.

12. METERING SERVICE

12.1 The District, in its sole discretion, will determine the type of meter to be installed on the Customer’s premises.

12.2 If a Customer chooses to opt-out of the use of the District’s advanced metering technology, the District will replace the meter with a non-transmitting meter of its choice. This option is limited to Single phase non-demand meters to include the following rate schedules: 04, 04A, 04S, and 25 only. Customers who choose to opt-out of the use of the District’s advanced metering technology will not be eligible to enroll in any of the district’s programs requiring advanced metering. The District, in its sole discretion, will replace the non-transmitting meter with advanced metering technology after the Customer moves or the service is transferred into another name.

12.3 For Rate Schedule purposes, all meters serving the Customer's premises will be considered separately and the readings not combined except where the District, for its own convenience or operating necessity, elects to install two or more meters to serve the Customer's premises. Further, common-use facilities associated with individually metered multi-family occupancies will be served on the Commercial Type Service Rate Schedule and should be in the name of the owner. This policy includes such uses as common laundry facilities, common water heater(s), common lighting or common water meter serving two (2) or more residential Living Units.

12.4 When additional metering is installed at the Customer's option to serve a Customer's premises, each additional meter shall be served under the same rates 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. This policy includes such uses as swimming pools, home hobby shops, barns, etc., but does not include commercial irrigation uses. Each meter shall be billed separately, including any charges applicable to the Customer’s Electric Service.

12.5 Depending on the configuration of the District’s distribution system, Primary Metered Electric Service may be available to eligible Customers whose load shall be served through a single Meter at one Point of Delivery. All Primary Metered service shall be at a voltage and location determined by the District. In this case, the Customer shall provide, own, install and maintain all necessary transformers, cutouts, protection equipment, and all distribution equipment beyond the Primary
12.6 To minimize any negative impacts to reliable Electric Service for other District Customers, Primary Metered accounts may be subject to periodic review of their load relative to their available capacity. At the discretion of the District, any costs associated with the installation of additional facilities to provide Electric Service to the Primary Metered facility or to maintain reliable Electric Service for the other District Customers are the responsibility of the Customer at the facility.

12.7 The District reserves the right to make necessary periodic tests and inspections on its Meters to ensure a high standard of accuracy. Additional meter accuracy tests may be requested by the Customer and should be performed in their presence, if possible. If the meter registers are found to deviate plus or minus two (2) percent, the District will pay for the testing and will adjust the Customer's billing for the known or assumed period of error not to exceed two (2) years.

12.8 Access at all times to the premises of the Customer for the purpose of reading meters, testing, repairing, replacing, maintaining, removing or exchanging any or all equipment belonging to the District, shall be deemed granted during the time Electric Service is accepted by the Customer. District metering equipment shall not be enclosed or obstructed by fences, landscaping, walls or other structures in any manner that prohibits access to the District metering equipment, whether intended to secure the Customer’s property or premises, or otherwise. Equipment or devices which interfere or obstruct the District’s ability to communicate with its metering equipment are strictly prohibited. The District shall have the right to refuse to provide Electric Service to any premises where such conditions exist. Service may also be disconnected under Section 8 if the Customer does not remove, upon request by the District, any obstructions that are discovered by the District after Electric Service has been connected.

12.9 Unrestrained animals present a serious safety threat to District Employees. Should a Customer's animal inhibit or prohibit an Employee's access to the premises or interfere in any way with a District employee’s work, the Customer shall be notified of the problem and a mutually agreeable, permanent solution must be arranged promptly. If a Customer does not comply with such a request, the District may disconnect Electric Service without further notice.

13. METER TAMPERING

13.1 It is prohibited for any Customer or their agents to directly or indirectly tamper, alter, connect, maintain, repair, replace, remove or disconnect any District meters, lines, poles, equipment or services. The District reserves all rights under the law to seek recovery of any and all damages and lost revenues from such activities, and will report any such activities to the proper authorities for possible prosecution.

13.2 If it is determined that electricity has been diverted around a District meter, or when the meter, metering equipment or any service equipment is tampered with, malfunctioned or affected so that the meter will not measure and record the full amount of electricity, the Customer served by such facilities will be presumed to be responsible for payment of all electricity which has been diverted. The District will determine the past due amount by looking a historical or current usage as
appropriate, in the District’s sole discretion. The District may seek recovery of past due amounts for up to six (6) years from the date of discovery.

13.3 Anyone who in any way directly or indirectly damages or alters District property, facilities or equipment, including tampering or diversion of any Energy Services, may be prosecuted and/or charged for replacement, loss of revenue, investigative, and administrative costs, as well as being subject to fees according to Rate Schedule 88M – Miscellaneous Service Charges.

13.4 The District shall have the authority to bill for late fees and interest charges applied to the value of diverted power or unbilled service. Late fees and interest will be charged at the current rate being applied to delinquent accounts as established in Section 8 of the Customer Service Policy and Procedures.

13.5 Electric Service will not be restored until the meter base is inspected by an electrical inspector or a licensed and bonded electrical contractor. Written proof must be submitted to the District by the electrical inspector or a licensed and bonded electrical contractor including a statement that they have inspected the service and it is safe to be reconnected.

13.6 The findings of each case may be referred to proper authorities for possible prosecution.

14. RESALE OF ELECTRIC SERVICES

14.1 The Rate Schedules cover the sale of electricity for the sole and exclusive use of the Customer. The Customer shall not resell Electric Services supplied by the District without written permission. The District, in its sole discretion, may give written permission for resale in discrete situations, such as a mobile home park, so long as Customer separately meters and bills tenants at the District’s regular rate for the same type of service described in the applicable rate schedule.

15. MISCELLANEOUS SERVICE CHARGES

15.1 Miscellaneous Service Charges are for special costs, such as Collection Charges, Returned Check Charges, Connect Fees, and Temporary Service Charges.

15.2 For more information, see the District’s Rate Schedule 88M – Miscellaneous Service Charges.

16. NEW LARGE LOADS

16.1 New Large Loads (“NLL”) have the potential to impact the District’s cost to serve all its customers and it’s the District’s intent to minimize this impact on existing customers. To this end, this section addresses the required infrastructure and the ongoing maintenance to serve NLL and the associated Rate Schedule treatment of NLL.
16.2 A NLL is defined as any incremental customer load in the District’s service territory, whether associated with a new facility, existing facility, or expansion of an existing facility that meets the following criteria:

16.2.1 The load is expected to generate a demand reading of 1 MW or greater
16.2.2 The load had not generated a demand reading of 1 MW or greater on the District’s system by October 1, 2013
16.2.3 The load does not qualify for EPUD Rate Schedule 49X (over 9.9 aMW of usage)

16.3 The District will determine, at its sole discretion, what constitutes a NLL under this definition. Factors that will be considered include whether the load is operated by a single customer, whether the load is at a single location, whether separate portions of the load are interdependent, whether the load is measured through one or several meters, whether the load site has undergone a change in ownership, the load history at the site, and any other information the District determines to be relevant.

16.4 NLL will be charged according to a Rate Schedule separate from existing industrial customer Rate Schedules. This Rate Schedule may be shared by multiple NLL customers or may be unique to a single NLL customer. The Rate Schedule will consist of a basic (customer) charge, demand charge, distribution charge, and energy charge. The basic charge, demand charge, and distribution charge will be based on actual cost of service, adjusted periodically as needed according to cost of service studies and to account for the District’s revenue requirements.

16.5 The energy charge will also be based on cost of service, with the understanding that customer load on the District’s system as of October 1, 2013 will be given priority access to the District’s allocation of BPA “Tier 1” power. Any Tier 1 power that remains after consumption by these customers may be allocated to NLL customers at the District’s sole discretion.

16.6 The energy rate within a NLL Rate Schedule will be calculated as a melded rate based on:

16.6.1 The cost of the District’s existing Tier 1 power, if made available.
16.6.2 The cost of any required non-federal resources or BPA “Tier 2” power.

16.7 The energy charge will be updated at least once per year to reflect current costs of power as well as any share of Tier 1 BPA power made available to NLL customers.

16.8 When additional power resources are required to serve a NLL, the District will work with the customer to procure resources that align with the customer’s goals and objectives. In all cases, however, NLL customers will first consume any assigned portion of the District’s existing surplus non-federal or Tier 2 power.

16.9 Any non-federal or BPA Tier 2 power acquired by the District specifically to serve a NLL customer will be provided on a take-or-pay basis. The cost of all such power will be paid for over time by the NLL customer through its Rate Schedule or by way of direct payment if the load is not operating for any reason.
16.10 Consistent with the District’s relevant policies, any infrastructure upgrades to the District’s
distribution system required to provide service to a NLL will be the responsibility of the NLL
Customer.
16.11 The District will maintain its distribution system according to prudent utility practices in order to
ensure ongoing service to the NLL. However, the District reserves the right to pass through any
costs incurred that are driven solely by a NLL customer.

17. OPERATIONS AND ENGINEERING POLICY
17.1 The Operations and Engineering Policy enumerates the practices pertaining to the operation and
maintenance of the District’s facilities, including right of way maintenance, the inspection,
maintenance, and replacement of District facilities, and guidelines for customer equipment to
ensure proper protection and avoid system interference.
17.2 The Operations and Engineering Policy also provides a means to serve new and/or increased
electrical Loads at minimal cost and rate impact to the District and its existing Customers.
17.3 For more information, see the District’s Operations and Engineering Policy.

18. NET METERING AND GENERATION INTERCONNECTION POLICY
18.1 The District may enter into a Net Metering and Interconnection Agreement with a Customer who
owns and operates a qualified Net Metering Facility, in District’s sole discretion.
18.2 The Generation Interconnection Policy sets forth the requirements and conditions that non-utility-
owned electric generation facilities must meet in order to be connected for parallel operation with
the electrical system of the District.
18.3 For more information, see the District’s Net Metering Policy and Generation and Interconnection
Policy.
18.4 Customers who choose to opt-out of the use of the District’s advanced metering technology will
not be eligible to enroll in the Net Metering program.

19. RESPONSIBILITY FOR GOVERNMENT IMPOSED FEES
19.1 The amount of any and all revenue, kilowatt-hour or other form of tax or fee imposed by any
governmental authority upon the District or upon its property, revenue or income may be
apportioned by the District to the Customers in which such tax or fee may be effective and among
the various classes of service furnished therein. Such amounts shall constitute an additional charge
to the Electric Service billings under any Rate Schedule or Special Contract. All such
apportionments will be charged only when in conformance with existing applicable laws.
19.2 Each Customer shall be responsible for their portion of any Franchise Fees or other imposed fees
levied on and paid by the District as determined by the Board. The District shall determine the level
and amount of contribution to the payment of Franchise Fees that each Customer shall provide.
19.3 The additional charges discussed in the Section shall be either included in the District’s base rate
and/or itemized on the Customer’s bill as determined by the District.
20. PUBLIC RECORDS REQUEST POLICY

20.1 Every person has a right to inspect any public record of a public body in this state, except as otherwise expressly provided by ORS 192.338 (Exempt and nonexempt public record to be separated), 192.345 (Public records conditionally exempt from disclosure) and 192.355 (Public records exempt from disclosure).

20.2 The district shall fully comply with the Oregon Public Records Law, ORS 192.311 192.478.

20.3 Specificity of Request: In order to facilitate the public's access to records in the district's possession, and to avoid unnecessary expenditure of staff time, persons requesting access to public records for inspection or copying, or who submit written requests for copies of public records, shall specify the records requested with particularity, furnishing the dates, subject matter and such other detail as may be necessary to enable District personnel to readily locate the records sought.

20.4 Access: The district shall permit inspection and examination of its non-exempt public records during regular business hours in the District's offices, or such other locations as the General Manager may reasonably designate from time to time.

20.5 Copies of non-exempt public records maintained in machine readable or electronic form shall be furnished, if available, in the form requested. If not available in the form requested, such records shall be made available in the form in which they are maintained. ORS 192.324 (3).

20.6 When a request is submitted in writing, the district must respond within five business days acknowledging the receipt of the request. An additional 10 business days will be granted to fulfill the request or issue a written response estimating how long fulfillment will take. The district is not subject to this response timeframe if it is awaiting a response from the requester seeking clarification of the inquiry or if the requester has not agreed to pay for the records, provided that the cost is $10 or more. Other considerations that apply are complicated requests, large volume of requests, or requests involving documents not readily available or if the necessary staff are unavailable to fulfill the request.

20.7 Fees must be limited to no more than $10.00 unless the requestor is provided with a written notification of the estimated amount of the fee and the requestor confirms that they wants the public body to proceed. In order to recover its costs for responding to public records requests, the following fee schedule is adopted by the District:

20.8 Copies of Maps and Other Nonstandard Documents: Charges for copying maps or other nonstandard size documents shall be charged in accordance with the actual costs incurred by the District.
20.9 Research Fees: If a request for records requires District personnel to spend more than 15 minutes searching or reviewing records prior to their review or release for copying, the minimum fee shall be based on salary and fringe of the Executive Assistant and additional charges shall be in ¼ hour increments. The District shall estimate the total amount of time required to respond to the records request, and the person making the request shall make payment for the estimated cost of the search and copying of the records in advance. If the actual time and costs are less than estimated, the excess money shall be refunded to the person requesting the records. If the actual costs and time are in excess of the estimated time, the difference shall be paid by the person requesting the records at the time the records are produced. In order to recover its costs for responding to public records requests, the following fee schedule is adopted by the District:

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black and White Paper Copies</td>
<td>$.10</td>
</tr>
<tr>
<td>Color Copies</td>
<td>$.70</td>
</tr>
<tr>
<td>Documents on CD/DVD</td>
<td>$1.00</td>
</tr>
<tr>
<td>Fax Charge</td>
<td>$2.00 flat fee plus $.25 per page</td>
</tr>
<tr>
<td>E-mail</td>
<td>No additional Fees (only labor)</td>
</tr>
<tr>
<td>Postage</td>
<td>Actual Cost</td>
</tr>
</tbody>
</table>
| Research and Labor fees        | • Per hour charge based on salary and fringe of Executive Assistant (minimum $10 search fee)  
• Full cost of supervisor review, if required  
• Full cost of EPUD attorney, if required |

20.10 Additional Charges: If a request is of such magnitude and nature that compliance would disrupt the District’s normal operation, the District may impose such additional charges as are necessary to reimburse the District for its actual costs of producing the records.

20.11 Reduced Fee or Free Copies: The custodian of a public record may furnish copies without charge or at a substantially reduced fee if the custodian determines that the waiver or reduction of fees is in the public interest because making the record available primarily benefits the general public. ORS 192.324(5)

20.12 At no time shall an original record of the District be removed from the District's files or the place at which the record is regularly maintained, except upon authorization of the Board of Directors or General Manager. If a request to review original records is made, the District shall permit such a review provided that search fees are paid in advance in accordance with the Fees for
Public Records section, above. A representative shall be present at any time original records are reviewed, and the charges for standing by while the records are reviewed shall be the same as the charges for searching or reviewing records. If any person attempts to alter, remove or destroy any District record, the District representative shall immediately terminate such person's review, and notify the attorney for the District.
Office Hours

**IMPORTANT NOTICE:** Due to COVID-19, Emerald’s payment office is closed to the public until further notice in order to protect the health and safety of our customers and employees.

Customers are encouraged to use our online, mobile app, or Pay-by-Phone options or contact Customer Service at 541-746-1583. Our Customer Service team is available Monday through Thursday, 7:30 AM to 6 PM, excluding the following holidays:

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

Emergency/Outage Service

Emergency/outrage service is available 24 hours a day, 7 days a week using these options:

- **Call 541-746-1583**
- Log into SmartHub at [www.epud.org](http://www.epud.org)
- Log into SmartHub using the free SmartHub app

For more information on how to be prepared for an outage, visit [www.epud.org](http://www.epud.org)