

# **Central Lincoln PUD**

## **Customer Service Policies**

### **March 15, 2017**

#### **1. Introduction**

The following Customer Service Policies have been adopted by the Central Lincoln PUD Board of Directors by Resolution No. 920, dated March 15, 2017, and supersede all previous customer service policies, rules and regulations, whether adopted by resolution, motion, or past practice.

These Customer Service Policies apply to all customers receiving electric service from Central Lincoln, whether the service is based upon contract, agreement, application or otherwise. No officer or employee of Central Lincoln has authority to waive, alter, or amend these Customer Service Policies, or make any agreement inconsistent with them.

Central Lincoln's Customer Service Policies, and the rates that are referenced within, may be revised, amended, supplemented or otherwise changed from time to time, without notice. If any one of these policies is, for any reason, found to be unenforceable for any reason, it does not affect the validity of the remaining policies.

#### **2. General Provisions**

##### **A. Application for Service**

All prospective customers must make an application or contract for service. Application may be made over the phone or at local offices of Central Lincoln. In the absence of a signed contract, the delivery of electric service by Central Lincoln and the acceptance of that service by the customer is deemed to constitute an agreement.

The application must provide the following information:

- a. Location of premises
- b. Date applicant will be ready for service
- c. Purpose for which service is to be used, specifically residential or commercial service
- d. Other information Central Lincoln may reasonably require

The application is merely a request for services and does not in itself bind Central Lincoln to serve.

##### **B. Contracts**

Written contracts may be required for large power loads, municipal street lighting, and for certain line extensions or additions to Central Lincoln facilities. Written contracts for electric service may contain special provisions in order to provide electric service as requested by the customer.

### **C. Deposits**

We require residential customers who establish new accounts to pay a deposit unless they have previously established excellent credit with Central Lincoln, or undergo and pass our credit check procedure. All Commercial customers are required to pay a deposit before establishing a new account.

Before we can reestablish services that have been disconnected because of nonpayment, customers must pay the entire delinquent amount or make satisfactory arrangements, and pay a reconnection charge.

Central Lincoln may require customers to either make a deposit, or increase their existing deposits, if their credit history warrants it.

Central Lincoln will pay simple interest on deposits. The interest will accumulate until the deposit is refunded, or until service is terminated.

At our discretion, we may refund a residential customer's deposit after one year, if excellent credit is established. Commercial accounts are generally reviewed after two years and the deposit will be applied to the account if favorable credit has been established. In any event, when customers close their accounts permanently, we will refund their deposits and all accumulated interest, minus any amount still due us. Central Lincoln will handle unclaimed deposits according to current Oregon State law.

[Click here to see deposit amounts included in Rate Schedule 700.](#)

### **D. New Account Processing Fee**

All customers requesting electric service will be required to pay a processing fee (amount specified in [Rate Schedule 700](#)). It applies to new customers who have never had a Central Lincoln account, and to established customers who move, transfer another service to their name, or add services requiring an additional meter.

### **E. Line Extensions**

#### **1. Service for Permanent Residential or Commercial Loads**

When a prospective customer requests service at a location where we have existing facilities that can serve the customer, a line extension may not be necessary. If we have no poles or facilities, we will make line extensions under provisions of Central Lincoln's Line Extension Policy. The Policy details the conditions under which an extension will be made and the terms of the required contract. [Click here for Central Lincoln's Line Extension Policy.](#)

#### **2. Service for Industrial Loads**

We will make extensions to serve industrial loads where certain conditions are fulfilled. Please contact Central Lincoln by email at [info@clpud.org](mailto:info@clpud.org).

### **F. Central Lincoln's Property**

All meters, instruments, transformers, service connections, and other equipment furnished by Central Lincoln are, and will remain, the property of Central Lincoln. The customer will provide space for, and exercise proper care to protect the property of Central Lincoln on their premises. In the event of loss or

damage to our property arising from neglect on the part of the customer, the cost of necessary repairs or replacement will be paid by the customer.

#### **G. Right of Access and Right of Way**

The customer must grant us right of way and easements over, under and across property of the customer for erection, maintenance, repair, and replacement of any or all wires, poles, apparatus, and appurtenances necessary for the supplying and delivery of electric service to the customer.

Properly identified employees of Central Lincoln must have safe and clear access to the customer's premises at all reasonable times for the purpose of inspecting wiring and devices, reading meters, testing, repairing, removing, or exchanging any or all material and equipment owned by Central Lincoln. If the customer has a locked entry gate, they must provide the current key or code to allow Central Lincoln to access material and equipment owned by Central Lincoln. Denial of access to our equipment may result in termination of service.

#### **H. Change of Occupancy**

When a change of occupancy or legal responsibility takes place on any premises being served by Central Lincoln, notice of the change must be given within a reasonable time prior to the change. The outgoing customer, or one having legal responsibility, will be held responsible for all service supplied until such notice has been received by Central Lincoln.

#### **I. Resale of Energy**

Customers may not connect their electric service with that of another customer or in any way resell, rebill or supply any other person or premises with electricity through their service. In certain cases, such as service to transients and residents in trailer courts, electric energy may be rebilled to others with Central Lincoln's agreement and on an actual cost basis (no mark-up).

#### **J. Customer and Central Lincoln Liabilities**

Customers will assume all responsibility on their premises for any electrical energy supplied by Central Lincoln. We will be exempt from liability for loss or damage of whatever nature caused by leakage, normal wear and tear, or loss of electricity furnished by us after the same has passed the point of delivery, and will also be exempt from all liability for damage caused by unavoidable accident or casualty, action of the elements, strikes or interruptions and/or curtailments caused by government action or authority, litigation or by any cause which we could not reasonably have foreseen, or when such interruptions are necessary for repairs or changes in Central Lincoln's lines, plant or other equipment. Customer-owned equipment including the meter base, weather head, and grounds, must be maintained in safe working order as per the NEC; NESC; State of Oregon Specialty Code; and other state, federal, and local applicable requirements.

#### **K. New or Additional Load**

The service connection, transformers, meter, and equipment supplied by Central Lincoln for each customer have a definite capacity. Before substantially increasing electric service requirements by the addition of electrical equipment, the customer must notify us sufficiently in advance to permit the installation of additional service facilities. Failure to give notice of changes in load and to obtain our consent for additions may make the customer liable for damage to any of our lines or equipment caused

by the additional or changed installation. Customers are required to complete a Service Load Data Sheet and submit it to Central Lincoln promptly. [Click here for the Service Load Data Sheet.](#)

Central Lincoln may monitor customer loads and require a customer to upgrade their service if it determines the customer has substantially increased their load without notice. This potential monitoring does not absolve the customer's responsibility to notify Central Lincoln before load increases occur or the liability for damage in the case that an undisclosed load increase causes damage to Central Lincoln facilities.

#### **L. Public Authority Requirements**

If Central Lincoln is required to remove equipment by a public authority with jurisdiction over Central Lincoln, we will provide a minimum of 30-days' notice to any customer impacted by the removal. However, in cases of emergencies, little or no notice may be given. The customer must make arrangements with Central Lincoln to receive service from another pole or conduit line that may be available. Upon the expiration of such notice, Central Lincoln may remove its poles, wires or conduits without recourse from customers who have failed to rearrange their wiring.

#### **M. Relocation, Replacement or Conversion of Poles and Equipment at Customer's Request**

If a customer requests that the delivery point be moved to a new location on an existing structure served by an overhead service drop, Central Lincoln will remove and reconnect the overhead service drop at the new delivery point without cost to the customer, provided we approve the new location and provided no new pole and/or other equipment is required. Should a pole or other equipment be required, the customer must pay in advance for any material, equipment, labor, overheads and other costs required.

If a customer requests that the delivery point be moved to a new location on an existing structure served by an underground service drop, Central Lincoln will remove and reconnect the underground service drop at the new delivery point, provided we approve the new location. The customer may be required to pay, in advance, any or all costs incurred in providing service to the new delivery point.

If a customer requests that our facilities be moved, for any reason, we will do so if feasible from an engineering point of view and provided necessary right of way can be obtained. The customer may be required to pay, in advance, any or all costs. In cases where, in our opinion, system benefits will result from the relocation of the equipment, the requirement of reimbursement by the customer may be waived.

#### **N. Interruption of Service**

Electric service is furnished subject to any failure caused by governmental action or authority, litigation, strikes, acts of God, or breakdowns of apparatus or equipment, or when interruptions become necessary for repairs or changes in any generating equipment, distribution or transmission system. While Central Lincoln will do everything reasonable to effect repairs or changes in such cases, and to restore service to normal as quickly as possible, the customers connecting to or using our lines for service accept that service subject to any and/or all outages resulting from any of the causes above, and waive any and/or all claims for damages arising from such outages.

#### **O. Voltage Regulation**

Central Lincoln will make reasonable efforts to maintain the standard nominal system voltages within limits of accepted utility practice. However, we do not guarantee constancy of voltage or frequency. We cannot guarantee against the loss of one or more phases in a three-phase service, and we can't be held responsible for damages caused by circumstances beyond our control. When necessary to ascertain voltage levels, tests will be made at the point of delivery.

### **3. Confidentiality of Customer Records**

#### **A. General**

Information collected and used by Central Lincoln to conduct utility business is subject to the Oregon Public Records Law at Oregon Revised Statutes 192.410 to 192.505. Certain personally identifiable information about our customers may qualify for exemption under the Public Records Law, but Central Lincoln cannot pledge or guarantee confidentiality of customer information which may be subject to disclosure in accordance with Oregon or federal laws.

Disclosure of specific account information will be made in accordance with customer consent or in the absence of customer consent, disclosure may occur pursuant to a court order, or if the disclosure is otherwise in accordance with federal or state law. Central Lincoln may make customer records available to third party credit agencies on a regular basis in connection with the establishment and management of customer accounts, or in the event such accounts are delinquent.

### **4. Service Standards**

#### **A. Standard Voltages**

Information about "Standard Voltages, Types, and Limitations," is included in our Commercial Service Guidelines and Standards and our Single-Family Residential Service Guidelines and Standards, both available by [clicking here](#).

#### **B. Limitations on Pole-Mounted Transformer Sizes**

Central Lincoln limits the installation of pole-mounted transformers to a maximum of three 100 kVA units or their equivalent. When loads require in excess of this capacity, the customer must provide and install a concrete transformer vault and pad per Central Lincoln specification. Please consult with us first.

#### **C. Service to Special Loads**

Central Lincoln may supply service to special loads such as welders, x-ray equipment and similar devices having highly fluctuating power requirements. However, if special transformers or other facilities are required for these loads to prevent disturbance to the service of others, the customer will be required to contribute the cost of the special facilities.

#### **D. Non-Standard Service**

If non-standard service is required, the customer must contribute to Central Lincoln the cost of any special facilities required.

## **5. Types of Service Available**

### **A. Permanent Service**

Permanent service is considered as service supplied to a premise for at least one year.

### **B. Short-Term Service**

Central Lincoln will provide service to bazaars, fairs, temporary restaurants, construction work, and other uses of an impermanent nature, provided such services will not cause undue hardship on Central Lincoln or our customers, and under the following conditions:

1. The applicant is required to pay Central Lincoln, in advance (or otherwise as Central Lincoln may elect), the net cost of installing and removing any facilities necessary in providing such service.
2. The applicant may be required to deposit with Central Lincoln the estimated amount of our bill for such service, or to otherwise guarantee the payment of any bills that may accrue from such service.
3. The applicant must guarantee Central Lincoln's right of access to the premises for the purpose of installing, operating, maintaining, and removing our facilities; and nothing in these Customer Service Policies should be construed as limiting our right to collect from the applicant any other additional sum of money which may become due and payable for the service furnished or to be furnished.

### **C. Standby Service**

If available, emergency breakdown or other standby service will be supplied by Central Lincoln only on special terms specifying the rates and conditions for such service.

## **6. Application of Rate Schedules**

### **A. General**

Rate schedules are established by Central Lincoln for the various classes of service, and customers are required to use the service for the purpose stated in the application and in accordance with the applicable rate schedule. In general, each class of service to an individual customer will be supplied through one meter at one point of delivery. The premises served through one meter must be contiguous, and the readings of two or more meters will not be combined on one bill except in special cases approved by Central Lincoln.

The rate schedules applicable to the various classes of service are available on the Central Lincoln website, and can be viewed by [clicking here](#).

## **7. Billing and Payment Information**

### **A. Meter Reading**

A meter located on or near your home or business measures the amount of electricity you use. Central Lincoln primarily uses "broadcasting" meters that automatically transmit data to Central Lincoln without the need to manually read the meter. Data is compiled and used for billing purposes on approximately

the same day each month. In rare instances, we may need to use an estimated read. If Central Lincoln estimates a reading, it will be indicated on the customer's bill.

## **B. Billing**

Residential and commercial customers are billed every month. You will receive your bill via the US Postal Service at the address on file unless you have signed up for electronic billing. In that case, the bill will be transmitted electronically to the email address you've provided. In either case, failure to receive the bill does not relieve the obligation to pay.

On opening and closing an account for electric service, certain charges may be prorated including the service availability charge, demand charges where applicable, and yard and street lighting charges.

## **C. Payment of Bills**

Bills for service are due and payable on the day issued and become delinquent after 20 days. Late fees are assessed the 21st day after the billing date. Payment can be made by U.S. Postal Service, via Smart Hub at [clpud.org](http://clpud.org), by iPhone app, Android app, by phone 844-239-0076 or at one of Central Lincoln's offices or authorized pay stations. [Click here to see list.](#) Central Lincoln also offers an AutoPay program; for information and to sign-up go to Smart Hub at [clpud.org](http://clpud.org).

## **D. Payment Arrangements**

Central Lincoln will work with customers who aren't able to pay their bill on time by making payment arrangements. Please call us at 877-265-3211. We may also be able to connect you with a local Community Service Agency for bill payment assistance.

## **E. Budget Billing**

Central Lincoln offers a budget billing plan that allows customers to average their monthly charge over a 12-month period. To qualify for Budget Billing, the customer must have 12 months of history at the service address and their account must be in good standing. Enrollments take place in April or May of each year and customers who are on Budget Billing are also enrolled in the AutoPay program. To enroll in Budget Billing, please call 877-265-3211.

## **F. Automatic Hook-Up Service (AHUS) for Landlords**

Central Lincoln offers qualifying Landlords the option of entering into an Automatic Hook-Up Service Agreement to facilitate tenant transitions. Under the AHUS Agreement, landlords automatically resume responsibility for service when a rental unit is vacant. Billing is automatic and includes all kilowatt hours at the current rate, plus prorated basic charge. The landlord is not assessed a processing charge, although new tenants opening accounts in their own names will be billed Central Lincoln's standard processing fee. To qualify for AHUS, landlords must have established excellent credit with Central Lincoln.

## **G. Billing Adjustments**

When Central Lincoln discovers that an error has occurred in the metering of a customer's account, it will determine within reasonable accuracy what the actual usage would have been had the error not occurred. If the error resulted in overcharging the customer, the billing adjustment recalculation will be limited to 60 months. If the error resulted in undercharging the customer, the billing adjustment recalculation will be limited to 24 months.

## **H. Collection of Bills**

Central Lincoln's collection cycle is generally established as follows:

Day 1 – Bill is generated based on past month consumption and due as of bill date

Day 21 – Late Charge is assessed and Reminder Notice is generated

Day 28 – Disconnect Notice is generated

Day 25-35 – New bill is generated based on prior month consumption; total due will include past due amount

Day 35 – Account is eligible for disconnection of service

Dates provided above are the soonest collection activities will be initiated. Actual practice may differ for various reasons including weather, staffing, office closures or holidays. Central Lincoln may delay suspension of service for weather or other reasons and the customer may not receive a subsequent notice before suspension occurs.

Central Lincoln may suspend service without notice under the following conditions:

1. Failure of a customer to keep a payment arrangement for either service charges or deposits.
2. It has been determined the customer's service has been abandoned.

When service has been suspended for nonpayment of a bill, the customer must pay a reconnect charge and all amounts in arrears, or make suitable payment arrangements with Central Lincoln, before service will be resumed. In addition, a deposit or additional deposit may be required.

## **I. Tax Adjustment**

The total amount of any form of tax imposed by any taxing body upon Central Lincoln, including any additional amount necessary to cover the cost of collecting the tax, may be apportioned by Central Lincoln according to the territory in which such taxes may be effective, and will constitute an additional charge to any amounts which may be billed to any customer under any rate schedule or special contract of Central Lincoln.

# **8. Customer Right to Appeal**

## **A. General**

A customer who has disputed and disagrees with the outcome of a billing or claims decision, can appeal the decision to Central Lincoln's Appeals Committee. The Appeals Committee is charged with considering all formal appeals of billing decisions and issuing a final decision on each appeal. Appeals should be in writing or by email submitted to [info@clpud.org](mailto:info@clpud.org). Upon receipt by Central Lincoln's Appeals Committee, Central Lincoln will investigate the appeal and report the results, in writing to the Customer within ten business days of receipt of appeal. Decisions of the Appeals Committee are final.

A customer who has an appeal pending with Central Lincoln will continue to receive service provided that: a. No evidence of theft of service tampering or fraud is discovered, and b. A bona fide appeal exists where the facts asserted by the customer may entitle the customer to service. c. The service has



not already been disconnected. Pending resolution of the appeal, the Customer's obligation to pay undisputed and subsequent charges, continues.

## **9. Service Installation**

For service installation information, please see our Commercial Service Guidelines and Standards or our Single-Family Residential Guidelines and Standards, both available by [clicking here](#).

## **10. Meters**

### **A. General**

A meter located on or near your home or business measures the amount of electricity you use. Central Lincoln will furnish, install and maintain all meters and related equipment defined in Central Lincoln's Electric Service Guidelines and Standards. You're required to provide access to the meter and we ask that you report any obvious damage or safety concerns.

### **B. Meter Tests**

Generally, if a meter is not operating properly, it is recording less than the full amount of power you are using. Any customer may ask Central Lincoln to test their electric meter. Central Lincoln will conduct the test within ten days of receipt of request, and no payment or deposit will be required for the initial test.

When a customer requests meter tests more often than once in every 12 months, a deposit to cover the reasonable cost of the test may be required. The amount deposited will be returned to the customer if the meter is found to register more than two percent fast under conditions of normal operation.

A customer has the right to require Central Lincoln to conduct the test in their presence, or in the presence of a representative appointed by them. Such tests will only be made during normal working hours.

A report giving the name of the customer requesting the test, the date of the request, the location of the premises where the meter has been installed, the type, make, size, and number of meter, the date tested, and the result of the test will be supplied within a reasonable time after completion of the test, at the customer's request.

### **C. Meter Test Adjustments**

When a meter is found to be more than two percent fast, Central Lincoln will refund to the customer the overcharge based on the corrected meter readings for the period in which the meter was in use, not exceeding six months. If it is shown that the error was due to some cause, the date of which can be fixed, the adjustment will be made according to Section 7.G (Billing Adjustments).

### **D. Tampering with Meters**

Meters are the property of Central Lincoln and are to be removed by our employees only. To ensure this condition, Central Lincoln places a seal on each meter. When the seal is broken, Central Lincoln assumes that the meter has been removed. In determining the customer's monthly billing, Central

Lincoln may charge at the average daily consumption based on customer's previous usage. A service that has been tampered with may not be reconnected until there is an inspection and approval by the state electrical inspector. The cost of the electrical permit and inspection is the responsibility of the customer. If Central Lincoln determines, to the best of our ability, that the meter has been tampered with, charges will be assessed. [See Rate Schedule 700.](#)

## **11. Metering Installations**

### **A. General**

See "Meter Requirements" in our Commercial Service Guidelines and Standards or our Single-Family Residential Guidelines and Standards, both available by [clicking here](#).

### **B. Excess Metering Equipment at Customer Request**

In certain cases, customers may request metering equipment such as current transformers for their convenience. Where such equipment is not required by Central Lincoln for its metering, the customer will be required to contribute the costs of the excess equipment.

## **12. Quality of Service**

### **A. General**

Customers shall not interfere with the power quality of other customers. In situations where the customer desires voltage control within unusually close limits, Central Lincoln may require the customer to provide, at their expense, special or additional power-conditioning equipment.

The customer may be required to furnish and install special switching equipment to reduce the magnitude of load which will be cycled on and off. Inquiries about the necessity of special equipment should be directed to Central Lincoln's Engineering Department.

Central Lincoln requires the customer's electrical facility to meet the power quality standards presented in Section 10 of the latest *IEEE Std. 519, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems*, and the *IEEE voltage flicker standard 1453*.

### **B. Motors**

Single-Phase motors, up to and including 10 horsepower (HP), may be served by single-phase at 240 volts. Motors larger than 10 HP shall be three-phase, unless written approval is obtained from Central Lincoln's Engineering Department.

### **C. Protective Devices**

Motors must be protected with relays or devices which will protect the equipment from damage caused by overloads, interruptions, variable voltage, or loss of one or more phases of the three-phase system. It's the sole responsibility of the customer to provide adequate protection against single-phasing on three-phase motors on all installations.

#### **D. Modifying Existing Electrical Service**

Customers modifying an existing service will be required to make repairs and changes to conform to or exceed all provisions of the NEC; NESC; State of Oregon Specialty Code; and other state, federal, and local applicable requirements.

#### **E. Hazardous Electrical Service**

The customer's service entrance equipment must be in accordance with Central Lincoln's service standards and specifications. If the equipment is in such a condition to be dangerous to life or property, the customer will be required to make the necessary repairs and changes to conform to or exceed, provisions of the NEC; NESC; State of Oregon Specialty Code; and other state, federal, and local applicable requirements.

If a customer's actions result in a violation of the NEC; NESC; State of Oregon Specialty Code; and other state, federal, and local applicable requirements, the customer will be required to take corrective action.

The service will remain disconnected until hazardous conditions and/or equipment are restored to a safe and secure condition. The service will not be reconnected until there is an inspection and approval by the state electrical inspector.

#### **F. Idle Service**

If a service is idle for 24 or more months, Central Lincoln may, at its discretion, disconnect and remove the meter and service. At such time as a customer or landlord requests that service be restored, Central Lincoln may require inspection and approval of the meter base by the State Electrical inspector, before reinstalling the meter. The cost of the inspection is the responsibility of the customer or landlord. When service is requested to a property that has been de-energized for ten or more years, the request will be treated like a new service, and the appropriate Transformer, Meter and Service Fee will be assessed. [See Rate Schedule 700.](#)

### **13. Central Lincoln's Remedy**

#### **A. Central Lincoln's Right to Discontinue Service**

Central Lincoln, in addition to all other legal remedies, may suspend the delivery of service for any default or breach of contract or any violation of these Customer Service Policies or the standards and specifications found in our Electric Service Guidelines and Standards. If Central Lincoln believes discontinuing service is necessary for any of these reasons, it will usually give 48 hours written notice, including reasons for taking this action. However, certain extreme circumstances may warrant immediate action without notice, such as utilization of service by the customer in a manner which may cause danger to persons or property. If Central Lincoln does not suspend service, terminate the contract, or resort to any other legal remedy, in any instance, it does not limit Central Lincoln's right to resort to any of these remedies for the same or any future default, breach or violation by the customer.