

ORDINANCE NO. 461

**AN ORDINANCE RELATING TO THE MUNICIPAL LIGHT AND POWER SYSTEM;
REGULATING THE USE, SALE AND PRICES OF ELECTRIC CURRENT; DEFINING
SECURITY DEPOSITS AND OFFENSES; REPEALING ORDINANCE NO. 440.**

**THE CITY OF CASCADE LOCKS, HOOD RIVER COUNTY, OREGON, ORDAINS AS
FOLLOWS:**

SECTION 1. Purpose.

- a) Electrical energy is furnished within the City limits of Cascade Locks and to certain areas outside the City limits.
- b) The policies set out in this ordinance apply to any account holder whether that is a person, firm, and corporation or legal entity supplied with electrical service by the City electrical utility.
- c) It is the intent of the City to provide through ordinance and resolutions, a helpful guide to the customer, the many segments of the electrical and building industries, and the utility, and to achieve efficient, effective, uniform, equitable treatment, and safe electrical service for all. The City respectfully requests cooperation from everyone concerned in attaining a high quality of electrical service, while ensuring the solvency of this vital public utility.
- d) Policies, maintenance, repair and installation procedures contained in the City ordinances are founded on standards for safety, economy and efficiency, in the distribution of electrical energy. Some are a requirement of service, others are optional and others are recommended. The use of such words as “shall,” “may,” “required,” etc., indicates the status of the rule. “Shall,” for instance, is a requirement. “Should” is a recommendation. “May” is at the discretion of the City or Customer.
- e) Staff personnel of the City are available for advice and consultation relative to utilization of electrical energy, service requirements and related situations in new, existing or reconstructed installations.
- f) In case of any conflict between any provisions of any rate schedule and the service policies set out in this ordinance, the provision of the rate schedule shall apply.

SECTION 2. Definitions.

- a) Accessibility. The definition of accessibility shall mean free of obstruction, natural or manmade. There shall be no instance where a temporary obstruction can become a permanent obstruction.
- b) Account. A formal record of the debits and credits relating to the customer who is receiving City related services.
- c) Account Set-Up Fee. A nonrefundable charge to cover the costs of establishing a customer account, activating the service, and the reading of the meter (read-in).
- d) Administrator. When used in this ordinance shall be held and construed to mean the City Administrator of the City of Cascade Locks.

- e) Annexed Areas. Areas to be added to the City's service area after the effective date of this ordinance.
- f) Billing Demand. Shall be the maximum average kilowatt load used by the customer for any period of thirty consecutive minutes during the month for which the bill is rendered as indicated by a demand meter and as adjusted for power factor.
- g) Builder (Developer): A holder of an account, either temporary or permanent, that services a construction location or buildings that are under construction or recently completed.
- h) City. Means the City of Cascade Locks and its service area.
- i) Class of Service. The type of service rendered by the City to a customer under a particular rate schedule.
- j) Commercial Customer: A holder of an account servicing a commercial business location.
- k) Contractor. Refers to a party doing electrical work as defined by state law.
- l) Cost. Refers to the total cost to the City to construct and install a facility or provide a service, including labor, equipment, and materials plus overhead.
- m) Customer. Any individual, partnership, corporation, firm, or governmental agency supplied with electric service by the City.
- n) Disconnect. Action by a customer to stop service from the City or action by the City to stop supplying electric service to a customer.
- o) Electric Service. Availability of electrical energy at a point of delivery for use by a customer, whether the energy is actually used or not.
- p) Energy. Electrical energy measured in kilowatt-hours.
- q) Heating Season: A billing period for a residential customer of the utility any portion of which occurs between December 1 and February 15.
- r) Kilowatt (KW). A unit of power equal to 1,000 watts or 1.341 horsepower.
- s) Kilowatt-Hour (KWH). The amount of energy delivered in one hour when delivery is at a constant rate of one kilowatt.
- t) Late Fee. A fee which the City assesses a customer in the event the customer's bill is not paid on or before the fifteenth (15) day of the month. Should the 15th fall on a day the city office is closed, then payment is due and to be received in the City Hall Office on the next business day by 6:00 pm.
- u) Landlord: An owner of one or more residential properties that is rented on a monthly or longer basis for residential purposes.
- v) Line Extension. A branch from, or a continuation of, an existing primary or secondary distribution circuit, to serve permanent new points of delivery.
- w) Load (demand). The power requirement usually measured in kilowatts, of a system or piece of equipment, at a given instant or the average rate of energy-use during any designated short period of time.

- x) Load Factor. The ratio of average kilowatt load to kilowatt demand during any designated period, expressed in percent.
- y) Meter. The instrument used for measuring the energy or power delivered to a customer.
- z) Minimum Monthly Bill. The minimum monthly bill shall be the greater of either:
 1. The basic customer service charge; or
 2. Fifty percent (50%) of the highest metered demand of the previous eleven months as adjusted for power factor.
 3. Higher minimum charges may be required to cover special investments as established by special contract.
- aa) Month. An interval of approximately 30 days between consecutive meter reading dates; not necessarily a calendar month.
- bb) N.E.C. National Electrical Code.
- cc) N.E.S.C. National Electrical Safety Code.
- dd) Peak Demand. Is the maximum rate of energy use, measured in kilowatts.
- ee) Person. Shall be held to mean and include natural persons of either sex, associations, partnerships, and corporations, whether acting by themselves or by a servant, agent, or employee, the singular number shall be held and construed to include plural, and the masculine pronoun to include feminine.
- ff) Point of Delivery. The point of delivery is that point on a customer's premises or public right-of-way designated by the City and agreed to by the customer where the City facilities and those of the customer are connected. All the equipment on the customer's side shall belong to and be the responsibility of the customer, except meters and metering equipment and any other equipment provided by the City. Each self-contained living unit (a unit containing private sleeping, cooking, and restroom facilities) shall have individual meters.
- gg) Primary Service. Service delivered at the primary distribution voltage.
- hh) Primary Voltage. Any voltage above 750 volts, phase to phase.
- ii) Raceway. The approved type of enclosure, conduit, gutter, etc., used for protection of conductors.
- jj) Rate Schedule. A formal statement of the charges and conditions for a particular class or type of service in a given area or location.
- kk) Read-In. The first meter reading to commence service to a new customer or reconnected customer.
- ll) Read Out. The last meter reading to terminate service to an existing customer.
- mm) Readily Accessible. Means normally and easily reached during regular daytime working hours, not subject to being under "lock and key," "fenced-in," or within a "restricted" area.
- nn) Residential customer belonging to a protected class. A person who is a residential customer of a utility who receives state or federal heating assistance and who is:
 1. A low-income senior citizen;
 2. An active duty member of the Armed Forces of the United States;

3. A customer whose household includes a seriously ill individual or a person with a disability;
 4. A customer whose household includes a child under the age of 12 months;
 5. A customer who belongs to a household where the member of the household whose earnings are the primary source of support for the household has died within the past six months; or
 6. A customer who belongs to a household where the member of the household whose earnings are the primary source of support for the household has lost a job within the past six months.
- oo) Secondary Distribution System. An alternating current system connecting the secondaries of distribution transformers to the service drop or service lateral.
- pp) Security Deposit. A deposit to guarantee payment for service and a method of establishing credit with the City.
- qq) Seller. Means the person who is also the operator of a cogeneration or small power production facility.
- rr) Service Conductors. The supply conductors, which extend from the transformers to the service equipment on premises being supplied with electric service.
- ss) Service Equipment. The necessary equipment to control and meter electric energy furnished by the utility at its point of delivery to a customer.
- tt) Secondary Voltage. Any voltage of 750 volts or less, phase to phase.
- uu) Service Drop. The conductors from the distribution system to the point of attachment on a customer's building or other support.
- vv) Small Power Production Facility. Means a facility:
1. Which produces energy solely by the use of biomass, waste, a renewable resource or any combination thereof;
 2. Which is owned by a person who is not primarily engaged in the generation or sale of energy, other than the energy produced from the small power production facility; and
 3. Which has a power production capacity, which, together with any other facilities located at the same site, is not greater than 80 megawatts.
- ww) Temporary Service. Refers to electrical service of short-term or transient nature, or service to temporary construction operation. A charge shall be made for temporary service and a contract may be required.

SECTION 3. Accounting/Administrative Requirements. The following rules, regulations and procedures shall be followed in the determination of application for electrical service, billing, handling, of delinquencies, contractual relationship between the customer and City, and accounting of service charges.

- a) Application for Service. Any person desiring to purchase electric current from the City shall make application therefore upon a printed form to be furnished for that purpose, completed and signed by the applicant and filed in the office of the administrator. The application shall contain a description of the premises where such electric current is desired and the voltage

and rating in amperes, watts, or horsepower of all devices as may be required by the administrator.

b) Validity of Application.

1. The application is merely a request for service and does not in itself bind the City to serve except under reasonable conditions, nor does it bind the customer to take service; but if the service is connected, the application shall become a contract between the customer and the City, and the customer shall be required to pay monthly minimum charges according to the applicable rate.
2. No application for electric service shall be accepted, or no new service shall be furnished to an account holder whether be a person, firm or corporation who has any delinquent bill, fee or charge with the City until such bill, fee or charge has been paid in full.

c) Contract. The application provided for in this section shall become a Contract on the part of the person making the same, to pay for the electric current, at the rate, in the manner, and at the time as hereinafter specified by the City. The contract shall provide that the City shall have the right to:

1. Charge and collect the rates, fees and other charges as set by the City.
2. Change the rates, fees and other charges at any time at the discretion of the City.
3. Disconnect at any time, without notice to the customer.
4. Install meters to register the electric current consumed or the maximum load or both.

d) Exemption. Said contract shall further provide that the City, its agents and employees shall not be held responsible for any damage by fire or other causes resulting from defective wiring or appliances on the premises supplied with electric current by the City.

e) Validity of Contract. Nothing contained in this ordinance shall be construed as requiring the City or the administrator to enter into any contract or to furnish electric energy to any person applying therefore. The Administrator is hereby authorized and empowered to refuse to enter into any such contract or to furnish such electric energy.

f) Term of Contract. All contracts shall take effect from the day service is connected and rates shall be charged and bills rendered from the day the premises are connected to the City's electrical system. All contracts shall be binding for the period specified in the contract and shall continue in effect until thirty (30) days after written notice of discontinuance to administrator is delivered to his office, and until all charges for electrical energy, fines, and penalties have been paid in full.

Billing Procedures.

g) Rate Schedule. All rate schedules set out in the provisions of or resolutions dealing with electric utilities shall be based on one month's service. Normally, meters shall be read and bills rendered at intervals of one month. A month may be from 27 to 32 consecutive days, but shall not necessarily be a calendar month. The City reserves the right to read meters and render bills for longer or shorter periods.

h) Minimum Monthly Billing. If the calculated bill for energy consumption and demand is less than the minimum monthly bill (as defined in Section 2), then the City shall charge the "minimum monthly bill." Minimum Monthly Billing shall apply only to customers that have demand billings e.g. Public or Commercial accounts.

- i) Meter Reading. If for any reason, the City is incapable of a meter reading for any particular period; it may estimate the reading and render a bill based on this estimate. In the event of appreciable error of any estimate, the City shall revise such estimate on the basis of the best evidence available.
- j) Payment Due Date. All Charges for electrical energy furnished by the City shall be due by the fifteenth (15th) day of the month. Should the 15th fall on a day City Hall office is closed, then payment is due and to be receipted in the City Hall Office on the next business day by 6:00 pm.
- k) Cancellation or Termination of Contract. The City shall have the right, at its option, in addition to all other rights and remedies at law or in equity, to cancel or terminate the contract under which service is being supplied or to discontinue the delivery of electric energy with or without cancellation or termination of such contract in the following situations:
 - 1. Upon the customer's failure to pay, when due, any and all bills rendered by the City, including but not limited to amounts owing on current accounts; amounts owing on closed accounts; amounts owing on security deposits; amounts owing on account set-up fees.
 - 2. For fraudulent use of service.
 - 3. Theft or illegal diversion of electric energy.
- l) Delinquent Accounts/Late Fees. If the City does not receive full payment on or before the 15th day of the month, as designated in this section, item "J" at 6:00 pm the account shall be considered late and delinquent, and the City shall assess a late fee to this account. The City shall set the amount of the late fee by resolution.
- m) Payment Arrangements. If the customer does not plan to make full payment of the amount due, the customer may contact the City to make payment arrangements. Approval for any arrangements must come from the Finance Director-or designated representative. Factors to be considered if payment arrangements are to be approved include:
 - 1. The City's needs.
 - 2. The customer's past payment record and probable ability to meet payment schedule in light of circumstances causing delayed payments (unemployment, illness, etc.)
 - 3. The size of the bill and length of time outstanding.If the customer is not satisfied with the decision of the Finance Director, the customer may appeal to the City Administrator. The decision of the City Administrator is final.
- n) Failure to Adhere to Payment Arrangements. If payment arrangements are made and the customer fails to adhere to them, disconnection of service shall be made without further notice before noon of the day following the promised payment date unless that day falls on a day when the city office is closed. The City shall not terminate residential service on, or the day prior to, a day when the city office will be closed..
- o) Door-Hanger/Red Tag List. The City shall print a Door-Hanger/Red Tag list on the last working day of the month, listing those accounts still unpaid.
- p) Door-Hanger/Red Tag. The City shall write a "door hanger" tag and place said tag on the door of the dwelling or business of all accounts on the Door Hanger/Red Tag list that has not

made a payment arrangement. A “door hanger” tag fee, as set by resolution, shall be assessed by the City at the time the tag is written.

1. The City shall keep a record of the time and date of placement of all notices on “door hanger” tags and the placement of such tag shall constitute a presumption of notice allowing the City to disconnect service, whether or not actual notice was provided the home or business owner by placement of such tag.
2. The “door hanger” tag shall state that the third day following placement of the tag is the final due date and the Customer must pay the amount due in full by 6:00PM (including the “tag fee” and late fee) or disconnection shall occur before noon on the following day unless the date falls on a a day when the city office is closed, in which case disconnection shall occur before noon on the next City business day.
3. If the Customer pays the amount stated as due on the “door hanger” red tag (including the “tag fee” and late fee) before the tag is hung, City staff shall make a reasonable effort to recall the tag so that it is not hung at the account service location.

q) Restrictions on Residential Terminations.

1. Physical Disabilities- the City shall not terminate service of a residential customer or refuse to restore service on request if the City had been advised in writing by a licensed physician, or public or private agency providing physical or mental health care, that termination of service would significantly endanger the physical health of the customer or any member of the customer’s household. However, the City reserves the right to install a service limiter type meter while such certification is in effect.
2. The termination of electric service to a residential customer belonging to a protected class may not occur if the termination would occur:
 - i. During the heating season;
 - ii. On any date for which the National Weather Service forecasts that the temperature of a location both within this state and the service territory of the utility will exceed 100 degrees Fahrenheit for a period of 12 or more hours; or
 - iii. On any date for which the National Weather Service forecasts that the temperature of a location both within this state and the service territory of the utility will be less than 32 degrees Fahrenheit for a period of 12 or more hours.

r) Designation of Third Party to Receive Notice. The City shall offer its customers the option to designate a third party to receive the notice of disconnection of service. The Customer is responsible for notifying the City of this option upon initiation of service.

s) Information on Financial Assistance. City shall inform residential customers who cannot pay their bills of the names and telephone numbers of appropriate units within the State Department of Human Resources or other social service agencies which may help the customer determine what federal, state or private aid may be available to that customer.

t) Requirements for Restoration of Service. If a Customer’s service has been properly disconnected under provisions of this ordinance, the City shall not reconnect electrical service at the same or any other place at which the customer resides without payment in full of any delinquent fees and charges, together with a new deposit and any reconnection

charges. The City shall only receive payment during regular business hours. If the Administrator determines that, based on past history or current circumstances, the Customer does not have a sufficient amount on deposit as security with the City, the City may assess an additional amount for security deposit equal to the previous highest month's bill.

- u) Payment Responsibility. When a change of occupancy or other legal responsibility for payment for electrical service occurs, the owner (as applicable) and/or Customer, shall give the City notice of such change within two (2) working days prior to such change. The outgoing Customer shall be responsible for payment of all services and charges. The owner shall be responsible for any unpaid past due amount, only if the owner agrees in writing that they shall be responsible for said bill.
- v) Closing (Final Bill). Closing bills are due and payable to the City on presentation. The City reserves the right to read the meter for a final bill within a period of two working days after the date requested by the customer and will use best efforts to read or disconnect on the day requested. The City may disconnect any current electrical service for any Customer who fails to pay or honor payment arrangements on a closed account being held by the City.
- w) Penalty on Delinquent Accounts. The City shall charge a penalty, of a certain percentage as set by resolution on the delinquent portion of all utility accounts in excess of five hundred dollars (\$500.00) or more to the Customer, beginning on the thirtieth day following the original due date.
- x) Returned Check Charges. The City may collect a charge as described by resolution for each check returned by a bank to the City.
- y) Rates and Fees. The City Council shall set all rates charged for electrical energy, connection, reconnection and other fees by resolution.

SECTION 4. Utility Security Deposit. A Utility Security Deposit is established in order to secure payment of City utility services rendered, including electric, water, sewer, , and any other utility the City may offer.

- a) Amount of Deposit. The City shall set the amount of a Utility Security Deposit by resolution. In the event that the total monthly bill for an account exceeds this deposit amount for a period of three months within a six month period, or if the balance due is over this deposit amount more than three times in a six month period and the customer has demonstrated any type of delinquency with regards to the payment of this account, the Administrator may require an additional amount be paid so that a larger Utility Security Deposit is being held for that account. If the Customer fails to pay the additional deposit amounts as required, this shall result in disconnection of services to the account.
- b) Payment of Deposit. The City requires the payment of the Utility Security Deposit in full prior to connection of any services to a new account. The City Administrator or designated representative may make payment arrangements for the deposit using guidelines approved by Council. The City shall not accept or use Security Deposits to pay amounts due on active accounts. If a Customer fails to pay a due bill and it is necessary to turn off services, the City shall not restore such services to said Customer until s/he has paid in full all outstanding bills due on all utility services and all re-connect fees.

- c) Requirement for Deposit. The City requires a Utility Security Deposit on each account, regardless of the number or type of utility services it provides to that account.
- d) Variations to Requirement for Deposit.
1. Commercial Customers: A commercial customer who has a security deposit with the City for an account at a commercial location, shall not be required to pay a deposit on additional commercial location accounts. Security deposits on residential accounts of persons who also hold accounts that qualify as commercial do **not** qualify to be used for a commercial account deposit. Residences where home based businesses are operated shall not be considered commercial locations, unless the area of the residence being used for the commercial operation has electric and water meters that are separate from the electric and water meters that service the residential portion of the location.
 2. Builders and Developers: A builder or developer who has a security deposit with the City for an account at one temporary construction location or permanent development site, shall not be required to pay a deposit on up to four additional temporary location accounts or permanent development site accounts. Each additional deposit may also cover a maximum of five accounts. Security deposits on residential accounts of persons who also hold accounts that qualify as builder or developer do **not** qualify to be used for additional commercial or builder or developer accounts.
 3. Landlords: A landlord shall not be required to pay a deposit on rental location accounts.
 4. Residential Customers-A: A residential customer who has a security deposit with the City for their residential account and is building a new home in the City that they shall move into when it is completed shall be required to pay an additional deposit on the account for the new home. When the customer moves into the new residence and closes the old account, the City shall apply the security deposit to the final billing. If the amount of the refund exceeds the final bill, the City shall return the remainder of the refund to the customer after the next regularly scheduled check run. Non-payment of the closed account shall result in disconnection of services at the new account location.
 5. Residential Customers-B. A residential customer who has a security deposit with the City for their residential account and is moving to another location is required to pay an additional deposit on the account at the new location. When the customer closes the old account, the City shall apply the security deposit to the final billing. If the amount of the refund exceeds the final bill, the City shall return the remainder of the refund to the customer after the next regularly scheduled check run. Non-payment of the closed account may result in disconnection of services at the new account location.
- e) Current Utility Account Customers:
1. Current utility account customers who do not have a security deposit with the City or shall have that deposit refunded due to the deposit refund policy that was repealed in November 2004, shall also be required to provide a security deposit to the City, prior to resumption of service, under this policy when one of the following events occurs:

- a. The City disconnects an account on two occasions for non-payment of balances due (a dishonored check qualifies as non-payment) that was used to make payment on that utility account.
 - b. The customer closes the account and opens a new account at another service location within the City's service area.
- f) **Utility Security Deposit Refund.** When an account is closed out, the City shall apply the security deposit to the final billing. If the amount of the refund exceeds the final bill, the City shall return the remainder of the refund to the customer after the next regularly scheduled check run.

SECTION 5. Operational Requirements.

- a) **Interruptions and Outages.** The City shall exercise reasonable diligence in supplying satisfactory and continuous electric service, but cannot and does not guarantee a constant and uninterrupted supply of energy. Whenever necessary for the purpose of making repairs or improvements to its system, the City shall have the right to temporarily suspend the delivery of electrical energy but, in such case, the City shall give reasonable notice if circumstances permit. Whenever an interruption of service can be foreseen, the City shall attempt to schedule its activities with its customers' needs. Any interruption shall be as short a duration as practical under safe operating conditions.
- b) **Customer Liability.** The City shall not be liable for any damage, or claim of damage, attributable to any interruption or outage of electric service. If the customer's service fails beyond the point of delivery, he shall endeavor to determine the cause of service failure before calling the City. If a service person is sent out at the customer's request, and it is determined that the customer's equipment is at fault, a charge for the service call as established by resolution may be made.
- c) **Customer to Notify City.** The customer is encouraged to materially assist the City in fulfilling its purposes by promptly notifying the City of any defects, trouble, or accidents affecting the supply of electricity, or in the event service is unsatisfactory for any reason.
- d) **City Inspection and Responsibility.** Inspection of electrical wiring and equipment for compliance with codes and regulations other than those of the City is the responsibility of the appropriate governmental body having jurisdiction. The person desiring electrical service must obtain the appropriate approvals and certificates prior to connection of the City's service.
 - 1. The Administrator may, before connecting any premises with the City's circuits or furnishing electric current therefrom, cause the wiring, appliances and fixtures to be carefully inspected, and until such wiring, appliances and fixtures are put on proper condition, satisfactory to the Administrator, or his representatives, decline to connect the service wires with the City's circuit, and he shall have the power at any time to disconnect the service from any premises where the wiring, appliances or fixtures shall become or are found to be defective or dangerous until the same are repaired to the satisfaction of the Administrator or his representative.

2. The City shall have the right, but shall not be obligated to inspect the customer's wiring or equipment before service is supplied and at any future time as determined by the City. However, nothing in this Ordinance shall be construed as placing upon the City any responsibility for the inspection of, the condition of, or the maintenance of the customer's wiring, energy-consuming devices or other equipment.
 3. The City shall not be held liable for any loss or damage to persons or property resulting from defects beyond the point of delivery caused by the customer's installation or equipment or the delivery of energy thereto.
- e) Connection to System. It shall be unlawful for any person, other than the Administrator, or his authorized representative or agent of the City, to connect any house, building, premises, wire, appliance or other device to the City's electrical system for the purpose of obtaining electrical energy or for any other purpose whatever.
 - f) Unauthorized Pole Attachment Prohibited. A Person must obtain written permission from the City before s/he attaches any equipment or material of any description to any utility pole, guy wire, electrical equipment, hardware or other property of the City. The City may charge fees as established by resolution for this coordination work.
 - g) Right to Trim Trees. City employees may trim trees on private property if such trees, in the judgement of the Administrator or his representative, shall create a hazard to electric service lines on the same or adjacent properties. If the property owner refuses permission to trim trees, they shall be liable for all damages and costs to repair any portion of the electrical system damaged by such trees.
 - h) Changes to Customer Electrical Load. It shall be unlawful for any customer to add devices requiring electrical energy, which is beyond the capacity of the existing service (to his premises). In the event the customer desires to change his load materially, he shall notify the City, sufficiently in advance, so that the City may, if economically feasible, provide the facilities required. In the event that the customer fails to notify the City and, as a result, the City's equipment is damaged, the customer may be liable for the cost of such damage.
 - i) Unlawful Connections. It shall be unlawful for any Customer to connect his service with that of any other person, or to in any way supply any other person or premises with electric current through his service, without first filing a written application for such connection or use at the office of the Administrator and receiving a written permit for said connection.
 - j) Ownership of Meters and other Improvements. All meters, wires and other facilities or equipment furnished and installed by the City, within or on the Customer's premises shall be and remain, the property of the City and may be removed by the City.
 - k) Meter Installations. The City shall determine and designate all meter locations. The City shall spot the meter in a readily accessible location outside the building so the center of the meter, or top row of multiple meter installations is 5 ½ feet plus or minus six inches, above finished ground level or walkway at that point, unless the City specifically approves an alternate location. The City must approve any exceptions before installation.
 - l) Accessibility. All customers shall provide readily accessible and safe access to all utility meters, poles, lines, transformers, etc. on their property. The customer is responsible for

keeping obstructions away from all electrical system parts. Customers shall not place meters under porches, carports or breezeways, over open pits, moving machinery, hatchways, in the path of falling water, where vegetation, or where animals limit accessibility, or where the meter may be subjected to excessive vibration or possible mechanical damage. In cases of remodeling or subsequent construction, including building of fences or other enclosures, the customer shall maintain ready accessibility to the City's meter and equipment. The City does not consider a key as acceptable for obtaining access to a meter.

- m) Failure to Provide Accessibility. If a customer fails to establish and maintain ready and safe accessibility to all utility system parts on or adjacent to their point of delivery, service drop meter, then the City shall carry out the following procedures:
1. Notice to Customer. The City shall give written notice to the customer that shall include the date, time and reason why City utility employees were unable to maintain that portion of the City's utility system on or adjacent to the customer's property. The City shall give this notice within three (3) working days of determination that a problem exists at a specific location. The Customer shall have two (2) working days from receipt of this notice to make the City utility system accessible to City utility employees. In the interim, the City shall bill energy consumption, demand and other charges to the customer based upon an estimate as determined by the City.
 2. Second Notice to Customer. If the accessibility problem persists, the City shall provide a second notice to the customer that the initial problem has not been corrected or has reoccurred and continues to prevent City employees from carrying out their duties. The City shall give the Customer another three (3) working days to correct the problem and assess a service charge as set by resolution. The City shall continue to bill energy consumption, demand and other charges to the customer based upon an estimate as determined by the City.
 3. Failure to Heed Notice. The City shall disconnect those customers from its system at the point of delivery when the customer has failed to heed the two (2) notices above and make all City utility system parts readily and safely accessible to City utility employees, to the satisfaction of the utility department manager.
- n) Meter Seals. At the time of installation, the City shall seal the meter and no person shall tamper with or break the seal without prior authorization from the City. The City shall consider any tampering with the meter or unauthorized breaking of the seal as evidence of fraud.
- o) Separate Meters for Different Rate Classifications. If the Customer desires to use electricity for purposes classified under different rates, the City shall install separate meters to measure the current supplied at each rate and charge for the electricity passing through each meter at prices specified in the rate schedule for such separate uses.
- p) Meter Failure. Should any meter fail to register correctly the amount of energy or power used by the customer, the City shall estimate the amount of such use from the best available evidence.

SECTION 6. Employees Prohibited.

- a) Unlawful Employee Compensation. It shall be unlawful for any inspector, agent or employee of the City ask, demand, receive or accept any personal compensation for any service rendered to consumers of electric current, or other persons, in connection with supplying or furnishing electrical energy by the City.
- b) Promise of Service. No promise, agreement or representation of any employee or agent of the City of Cascade Locks, with reference to the furnishing of electric energy, shall be binding on the City, unless the same shall be in writing signed by the Administrator in accordance with the provisions of this ordinance.

SECTION 7. Customer's Responsibility.

- a) Wiring and Equipment. The customer shall install, own, and maintain all wiring and equipment beyond the point of delivery, except meters and special facilities installed or furnished by the City. The customer's wiring shall conform to all requirements of legally constituted authorities having jurisdiction; including county codes or ordinances, ordinances and resolutions of the City, the National Board of Fire Underwriters, the Oregon Bureau of Labor, and the National Electrical Code.
- b) Equipment Required by City. The customer shall furnish, and install, an Underwriter's approved meter socket, or sockets, as specified by the City, for the installation of the City's metering equipment. If instrument transformers are required, the customer shall furnish and install mounting brackets, a suitable enclosure, and necessary conduit, as specified by the City. It shall be the customer's responsibility to provide suitable protective devices; such as fuses, circuit breakers, and relays, to adequately protect his equipment. For the protection of three phase motors, the installation of three thermal over-current devices and, in addition, dual element delay fuses or circuit breakers of suitable rating are considered necessary. The City reserves the right to refuse or discontinue service to customer's equipment or wiring, where such equipment or wiring is in hazardous condition, or not in conformity with lawful codes and local regulations. The City shall not be held liable for any loss or damage to person, or property, resulting from defects beyond the point of delivery, or in the customer's installation of equipment, or the delivery of energy thereto.
- c) Protection of City Property. The customer shall take all reasonable and proper precautions to prevent damage to City property and facilities on his premises. In the event that the property of the City is damaged because of the customer's negligence, the City may collect the cost of repairs or replacements from the customer.

SECTION 8. Relocation of Electric Facilities.

- a) Overhead Lines. In the event any customer requests his delivery point be moved to a new location on an existing structure, the City may remove and reconnect its overhead service drop at the new delivery point, without cost to the customer. If relocation of a pole or other equipment is required, the customer shall pay for all materials, labor, and overhead required to serve the new delivery point. Where underground service is provided, the Customer shall not relocate the delivery points without permission from the City and written agreement by the customer to assume all costs of relocation.

- b) Relocation Feasibility. In the event a customer wants either overhead or underground facilities relocated, the City may move the facilities if the move is feasible operationally, necessary rights-of-way can be obtained, and the customer agrees to pay in advance an amount sufficient to cover all costs of the relocation. Persons requesting relocations of facilities must make satisfactory arrangements for the transfer or relocation of equipment owned by any other utility and any third party which may be involved, including any underground service facilities.

SECTION 9. Point of Delivery.

- a) Location. All of the equipment on the customer's side of the point of delivery shall belong to and be the responsibility of the customer, except meters and metering equipment and any other equipment provided by the City.
- b) Notice in Advance of Installation. The Customer is responsible to advise the City at the earliest time possible of his service requirements in advance of installing service entrance equipment. The City shall meter each point of delivery separately.

SECTION 10. Cost of Reconnection/Safety Work. Except for the initial installation of a service, the City shall charge the Customer a fee set by resolution for each trip made if a reconnect is requested by the customer. Work performed by the City to provide electric safety on customer's premises shall not be subject to this charge.

SECTION 11. Temporary Service.

- a) The City may provide service to temporary construction as follows:
1. The City shall bill for energy used for temporary single phase service for construction of a single family residence or duplex at the residential rate, in addition to the charge for installation and removal.
 2. The City shall bill for energy used for temporary single phase and/or three phase service, if available, for construction of apartments, offices, schools, churches, commercial and industrial buildings or similar facilities and to provide energy for fruit stands, fairs, field offices, Christmas tree lots, etc. at the applicable rate schedule in addition to the charge for installation and removal.
 3. Contracts covering temporary service in the underground network where overhead service is not available may contain service and cost provisions separate and distinct from other temporary service requirements.
 4. Customer's terminal and intermediate support installations for receiving temporary service must maintain N.E.S.C. clearances, be structurally safe and provide an adequate support at the point of the attachment.

SECTION 12. Recovery of Damages. Any person or persons who, as the result of violating any of the provisions of this ordinance, cause any expenses, loss, or damage to the City shall immediately become liable to the City for the full sum of such expense, loss, or damage. The Council may, at its discretion, instruct the City attorney to proceed against any such person or

persons, in any court of competent jurisdiction, in a civil action to be brought in the name of the City for the recovery of the full sum of any such expense, loss, or damage sustained by the City.

SECTION 13. Penalties. Any person or persons found guilty of theft of service or fraudulent use of service or willfully damaging any portion of the electrical system shall, upon conviction thereof, be punished by a fine of not less than \$500.00, or by imprisonment for not more than 100 days, or both. Any person or persons violating any other of the provisions of this Ordinance shall, upon conviction thereof, be punished by a fine of not less than \$50.00 per day. The City shall file a separate complaint for each day a violation continues beyond notification given under this Ordinance.

SECTION 14. Validity. The invalidity of any section, clause, sentence, or provisions of this Ordinance shall not affect the validity of any other part of this Ordinance which can be given effect without such invalid part or parts.

ADOPTED by the City Council this 28th day of April, 2025.

APPROVED by the Mayor this 28th day of April, 2025.

Brenda Wood, Mayor

ATTEST:

Kathy Woosley, City Recorder