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## RULE AND SCHEDULE INDEX

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## RULE A – INTRODUCTION

A. These Rules and Regulations are a part of the Tariff of Oregon Trail Electric Cooperative (OTEC) and apply to OTEC and every OTEC Member to whom service is supplied; provided, that in case of conflict between these Rules and Regulations and the provisions of any rate schedule of this Tariff, the provisions of such rate schedule will govern as to service supplied.

B. Objectives: The objective of this Tariff is to establish fair, consistent and reasonable operating procedures and to fully disclose cost allocation methodologies used in determining the retail rates for existing and new loads. The following principles will be taken into account in an effort to meet this objective:

1. Principles of cooperative ownership and public power: OTEC is owned by its Members and operates on a not-for-profit basis. Margins, which are revenues in excess of costs, are invested back into the business or are returned to Members. OTEC Members are all equal in their ownership and control of OTEC and OTEC is governed by a locally elected Board of Directors. As a cooperative, OTEC has federally protected preference rights to cost-based hydro-power of the Bonneville Power Administration (BPA).

2. Legal, business, and economic factors: OTEC must consider its legal authorities established by the state, as well as other business and economic factors. Under BPA's "Tiered Rates Methodology" (TRM), the addition of new loads above OTEC's "Contract High-Water Mark" (CHWM) may result in retail rate impacts to existing Members, but may also mitigate OTEC's business risk by diversifying its Member/revenue base.

C. Bonneville Power Administration:

1. New BPA contracts:

a. On October 1, 2011, OTEC began purchasing wholesale electricity pursuant to a new BPA Power Sales Agreement, which is based primarily on an allocation of BPA's low-cost hydro resources in the region. BPA describes this low-cost generating base as "Tier 1" resources, and describes the methodology that allows OTEC to use this resource base for its Members as the TRM. The new Power Sales Agreement OTEC has with BPA is called a "TRM Contract."

b. OTEC's TRM Contract with BPA calls for the establishment of OTEC's CHWM that limits the amount of low-cost Tier 1 power OTEC can purchase from BPA. Once OTEC's wholesale power purchases start to exceed its CHWM, OTEC must find new sources of power to serve the increased load. The new "Tier 2" power that will be needed to serve new OTEC load can also come from BPA, or can be acquired elsewhere by OTEC on the wholesale power market.

2. BPA New Large Single Load (NLSL) requirement: The Northwest Power Act prohibits OTEC and other utilities from providing Electric Service to a NLSL at "preference" or Tier 1 rates. A NLSL is defined by the Act as a load in excess of 10 aMW and this NLSL restriction is incorporated into OTEC's TRM Contract. A NLSL is not eligible for Tier 1 power provided to OTEC by BPA but is eligible for electric service provided by OTEC at BPA's higher New Resource (NR) rate, or from other potential wholesale service providers.



## RULE A – INTRODUCTION (Continued)

## C. Bonneville Power Administration: (Continued)

3. Impacts to existing and new Members: A limitation in OTEC's ability to purchase additional amounts of Tier 1 power to serve new Members may require OTEC to purchase Tier 2 power at higher market-based rates. Significant amounts of Tier 2 purchases could have a negative impact on retail rates for OTEC's existing Members. Conversely, some amount of new load that does not materially impact OTEC's total power costs would grow OTEC's membership base and help spread OTEC's fixed costs over a larger kWh sales base.

D. Charges to Modify Tier 2 Load Growth Rate Purchase: OTEC shall be liable for payment of any costs that apply as a result of OTEC modifying its Tier 2 Load Growth Rate purchase obligation under section 2.2.4 of the BPA Power Sales Agreement. Such costs shall be those that:

1. BPA is obligated to pay and will not recover from OTEC at Tier 2 Load Growth Rates as a result of the modification, and

2. BPA is unable to recover through other transactions. BPA shall determine such costs, if any, during the BPA 7(i) Process that follows OTEC's notice. If BPA determines that OTEC owes payment for such costs, then OTEC shall pay the entire amount to BPA in no more than 24 equal monthly amounts starting the first month of the upcoming Rate Period. In no event shall BPA make payment to OTEC as a result of OTEC modifying its Tier 2 Load Growth Rate purchase obligation under this section 2.2.4 of the BPA Power Sales Agreement.



## RULE B - DEFINITIONS

The terms listed below, which are used frequently in this Tariff, will have the stated meanings:

aMW means average megawatts.

Area Lighting means fixtures that illuminate in a circular coverage area, not typical for public use.

Billing Period means the period intervening between meter readings and shall be approximately 30 days.

Board of Directors means a Board of nine directors empowered by law, the Articles of Incorporation and the Bylaws of OTEC, to make such rules and regulations for the management, administration and regulation of the business and affairs of OTEC.

BPA means the Bonneville Power Administration.

Contract High Water Mark or CHWM means the amount of low-cost Tier 1 power OTEC can purchase from BPA.

CRAC means BPA's Cost Recovery Rate Adjustment Clause.

Demand means the average kilowatts (kW) supplied to the Member during the 15-consecutive-minute period of maximum use during the Billing Period, as shown by OTEC's meter or determined in accordance with the demand clause in the schedule under which service is supplied.

Electric Service means the availability of power and energy in the form and at the voltage specified by the Member in the Service Request, irrespective of whether electric energy is actually utilized, measured in kilowatt-hours (kWh).

Farm and Residential Service means Electric Service supplied to single family or multiple family dwellings where the end use of the service is primarily for domestic use. Pumps included in Farm and Residential Service shall not exceed 10 HP.

Flood Lighting means a light fixture that directs light to a concentrated area, not typically for public use.

IEEE means the Institute of Electrical and Electronic Engineers.

Irrigation Service means Electric Service where the service is used primarily for the irrigation of crops, drainage pumping, and provision of stock water.

Lumens means a measurement for the amount of direct light output to an area.

Member means the individual, partnership, association, entity, organization, public or private corporation, government or governmental agency receiving or contracting for Electric Service.

Member-Generator means a user of a Net Metering Facility.

Month (unless calendar month is stated) means the approximate 30-day period coinciding with the Billing Period. Normal Business Hours are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays observed by OTEC. All times are stated in Pacific Time.



## RULE B – DEFINITIONS (Continued)

Net Metering means measuring the difference between the electricity supplied by OTEC and the electricity generated by a Member-Generator and fed back to OTEC over the applicable Billing Period.

Net Metering Facility means a facility for the production of electrical energy that: Generates electricity using solar power, wind power, fuel cells, hydroelectric power, landfill gas, digester gas, waste, dedicated energy crops available on a renewable basis or low-emission, nontoxic biomass based on solid organic fuels from wood, forest or field residues;

- Is located on the Member-Generator's Premises;
- Can operate in parallel with OTEC's existing transmission and distribution facilities;
- Is intended primarily to offset part or all of the Member-Generator's electricity requirements; and
- The Net Metering Facility's capacity shall not be more than 25 kilowatts.

New Large Load or NLL means electric load associated with a new facility, an existing facility, or an expansion of an existing facility, which will result in an increase in power capacity to OTEC of 2 average mega-watts (aMW) or more, over any consecutive 12-month period.

New Large Single Load or NLSL means any new load or expansion of an existing load at a single facility whose power requirements increase by 10 aMW or more in any consecutive 12-month period as compared to its consumption during the immediately preceding 12-month period.

OTEC means the Oregon Trail Electric Cooperative.

Point of Delivery means the junction point between the facilities owned by OTEC and the facilities owned by the Member OR as otherwise specified in OTEC's Tariff.

Power Factor means the relation of real to apparent power in an alternating-current circuit. Power factor is the cosine of the angle of phase lag or lead of the current from the voltage.

Premises means a building, structure, dwelling or residence of the Member. If the Member uses several buildings or structures in the operation of a single integrated commercial, industrial, or institutional enterprise, OTEC may consider all such buildings or structures that are in proximity to each other to be the Premises, even though intervening ownerships or public thoroughfares exist.

Rate-Period High Water Mark or RHWM means the amount, calculated by BPA in each RHWM Process found in section 4.2.1 in the BPA Tiered Rate Methodology and expressed in average megawatts that BPA establishes for each customer based on the customer's CHWM and the RHWM Tier 1 System Capability. The maximum planned amount of power a customer may purchase under Tier 1 Rates each Fiscal Year of the Rate Period is equal to the RHWM for Load Following customers.

Rate Schedule means the approved OTEC terms, conditions, and rates for Electric Service to its Members.

Reconnection (Reconnect) means restoration of electric service previously disconnected by OTEC for unpaid energy bills, safety violations, power theft or fraud, or at the member's request, and only after all conditions for reinstatement of service are satisfied.



## RULE B – DEFINITIONS (Continued)

Rule means an approved OTEC Tariff, policy or procedure as it applies to providing Electric Service to its Members or potential Members.

Service Level means defined as follows:

Secondary Service is service taken at 480 volts or less, or where the definitions of Primary Service and Transmission Service do not apply. OTEC is responsible for providing the transformation of power to the voltage at which it is to be used by the Member taking Secondary Service.

Primary Service is service taken from 4.16 kilovolts (kV) through 34.5 kV, unless otherwise agreed to between OTEC and the Member. Primary Service delivery will be at the option of OTEC, subject to any special conditions and restrictions that OTEC may determine to be necessary and only after the Member has signed a written contract. Members taking Primary Service are responsible for providing the transformation of power to the voltage at which it is to be used by the Member. Any Member taking Primary Service from OTEC at voltages other than 4.16 kV through 34.5 kV on January 1, 2015, the date of enactment of this Tariff, shall be afforded grandfathered status under OTEC's prior Primary Service rate and shall be allowed to remain a Primary Service Member of OTEC, so long as such Member does not materially alter or revise any circumstances, terms or conditions of its electrical service and usage from OTEC, as solely determined by OTEC.

Transmission Service is service taken at voltages greater than 34.5 kV. Members taking Transmission Service are responsible for providing the transformation of power to the voltage at which it is to be used by the Member.

Street Lighting means lighting fixtures designed to illuminate public roadways, public alleys and public grounds.

Tier 1 means the block of power associated with BPA's low-cost generating base.

Tier 2 means the incremental block of power available through BPA, which is above the Tier 1 amount.

Tiered Rate Methodology or TRM means the allocation and rate methodology for assigning OTEC's access to Tier 1.

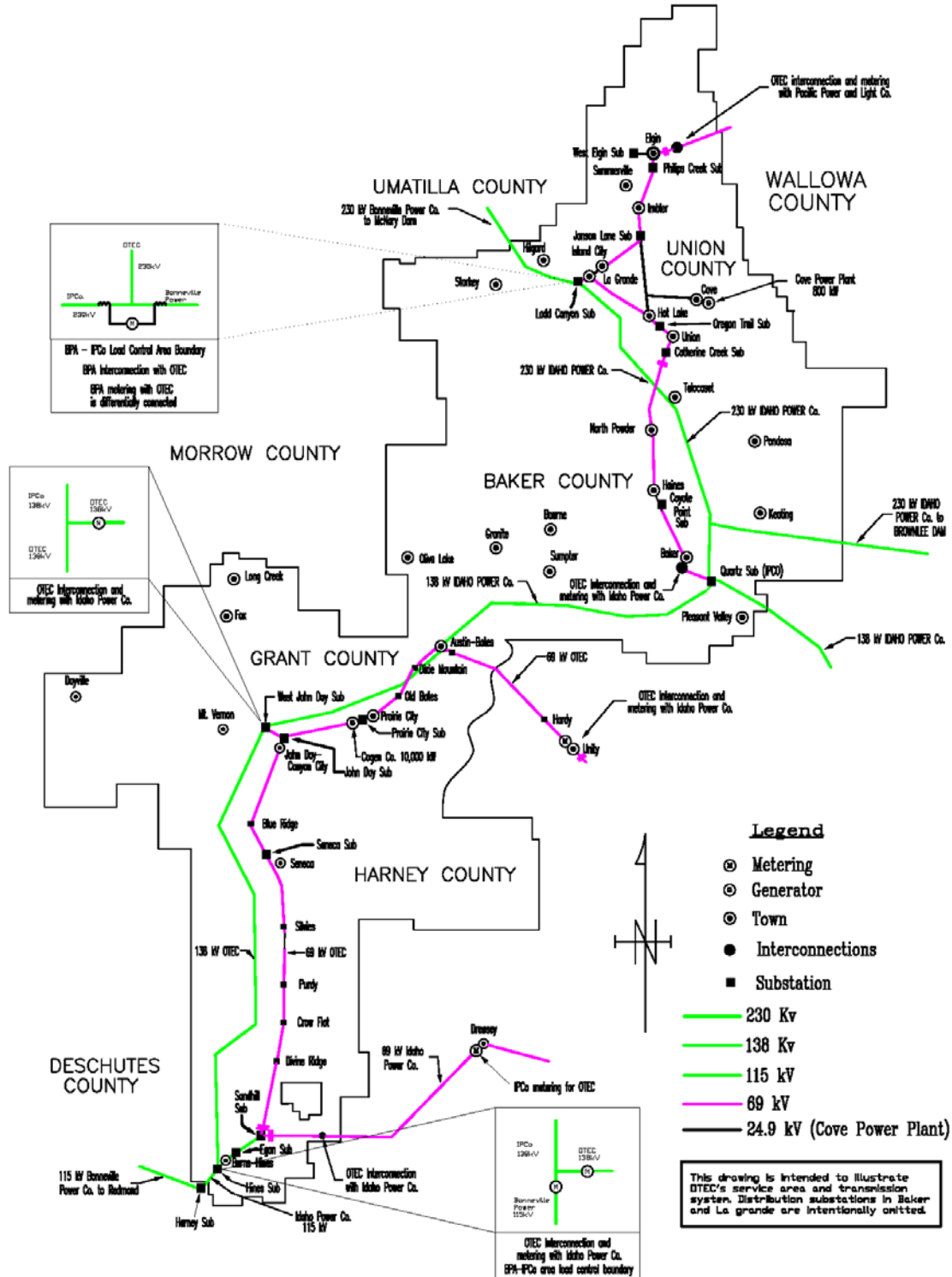
Unbundled Delivery Charge means the cost of delivering electric service to a location. The Unbundled Delivery Charge is determined as a part of a cost of service study and is included in the Schedule of Fees. Unbundled rate schedules are designed to recover the cost of delivering electric service including sufficient operating margins to meet debt service requirements of lenders.





RULE C - SERVICE TERRITORY

Metes and Bounds, Map:





**RULE D - ESTABLISHMENT OR TERMINATION OF MEMBERSHIP**

- A. Establishment of Membership: Membership may be established in accordance with OTEC Bylaws Article I and upon payment of any applicable membership fees. An individual or entity with the capacity to enter into contracts may become a Member of OTEC by entering into a membership agreement with OTEC wherein the prospective Member agrees to comply with the Articles of Incorporation, Bylaws, rules, regulations, policies, Tariffs and schedules of OTEC, and purchases and receives electric power or other services from OTEC.
- B. Termination of Membership: Membership may be terminated in accordance with OTEC Bylaws:
1. Any Member may withdraw from membership upon payment in full of all debts and liabilities of such Member and upon compliance with such terms and conditions as the Board of Directors may prescribe.
  2. The Board of Directors may, by affirmative vote of not less than two-thirds of all the directors, expel or involuntarily terminate the membership of any Member who fails to comply with any of the provisions of the Articles of Incorporation, Bylaws, Rules, policies or Tariffs of OTEC, provided that the Member has been given advance notice of the noncompliance which may result in expulsion.
  3. A Member who has not purchased electric power or other services from OTEC within six months of service being available, or who ceases to purchase power or other services from OTEC, may be involuntarily terminated.
- C. Reinstatement: A Member who has been terminated may be reinstated by a vote of the Board of Directors as long as the reason for termination has been mitigated.



## RULE E - CONTINUITY OF SERVICE

A. Provision of Electric Power: OTEC shall provide electric power and other services to Members in a reasonable and cost efficient manner and shall strive to do so in a thoughtful, dependable and safe fashion. However, Electric Service is inherently subject to occasional interruption, suspension, curtailment, and fluctuation and OTEC does not ensure, guarantee, or warrant that it will provide adequate, continuous, or non-fluctuating electric power or other services to a Member.

B. Limitation of Liability: OTEC is not liable for damages, costs, or expenses, including attorney fees or legal expenses, caused by providing inadequate, non-continuous, or fluctuating electric power or other services, unless the damages, costs, or expenses are caused by OTEC's gross negligence or willful misconduct. Any responsibility or liability for the delivery of electric power or other services terminates upon delivery and at the point of delivery to the Member of electric power or other services. The Member shall be responsible for protection of personal property and equipment from power or energy service fluctuations and power outages.

C. Interruption, Suspension or Termination of Electric Power and Services:

1. In case of emergency, as necessary to safely, reliably, and efficiently operate, or as requested by government or emergency officials or representatives, OTEC may interrupt the provision of electric power and other services to a Member. In the judgement of OTEC, if the emergency or governmental requested interruption lasts for an unreasonable period of time, OTEC may, in its sole discretion, elect to waive through Resolution of the Board of Directors application of all or a portion of the following tariff rules or schedules: (i) Rule J (Credit and Collection), (ii) Rule K (Line Extensions), (iii) Rule L (Member Constructed Line Extensions), (iv) Rule P (Idle Services and Facilities), and (v) Rate Schedules R1, IR, G1, G2, G3, LP, AL, FL, PL, and ESF.

2. Without notice to a Member, OTEC may suspend or terminate the provision of electric power or other services upon determining or discovering:

a. That OTEC equipment has been tampered with, altered, interfered with, damaged or impaired,

b. That Member equipment connected to OTEC equipment adversely impacts OTEC's ability to safely, reliably and efficiently operate,

c. The unsafe or hazardous condition of OTEC equipment or Member equipment connected to OTEC equipment, or

d. That energy diversion or theft of services is discovered, OTEC shall aggressively investigate, pursue and, when practical, prosecute all theft of services.



## RULE F - MEMBER'S LOADS AND OPERATIONS

A. **Interference with Electric Service:** OTEC reserves the right to refuse to supply loads of a character that may seriously impair service to any other Members, or may disconnect existing service if it is seriously impairing service to any other Members. In the case of pump, hoist or elevator motors, welders, furnaces, compressors, and other installations of like character where the use of electricity is intermittent, subject to voltage fluctuations, voltage notching or draws a non-sinusoidal (harmonically distorted) load current, OTEC may require the Member to provide equipment, at the Member's expense, to reasonably limit such fluctuations.

B. **Safe and Protected Operation of OTEC:** A Member shall take or omit any act required by OTEC to allow for the safe, reliable, and efficient operation by OTEC of its electrical system, which act involves:

1. A location occupied by the Member and to or for which OTEC provides or will provide electric power or services;
2. OTEC equipment, including but not limited to lines, transformers, vaults, conduit and meters; or
3. Member-owned equipment or devices connected to OTEC equipment. A Member shall:
  - a. Protect OTEC equipment and Member equipment connected to OTEC equipment; and
  - b. Install and maintain any protective device, and implement and follow any protective procedure, required by OTEC. A Member shall not tamper with, alter, interfere with, damage, or impair OTEC equipment. Except as otherwise provided by the Board, OTEC owns all OTEC equipment.

C. **Practices and Requirements for Harmonic Control:** Members are required to comply with the Practices and Requirements for Harmonic Control in Electric Power Systems as set forth in the current IEEE Standard 519. The values indicated by IEEE Standard 519 apply at the Point of Delivery.

D. **Change of Load Characteristic:** The Member shall give OTEC prior notice before making any significant change in either the amount or electrical character of the Member's electrical load thereby allowing OTEC to determine if any changes are needed in OTEC's equipment or distribution system. The Member may be held liable for damages to OTEC's equipment resulting from the Member's failure to provide said notice of change in electrical load.

E. **Protection of Electrical Equipment:** The Member is solely responsible for the selection, installation, and maintenance of all electrical equipment and wiring (other than OTEC's meters and apparatus) on the load side of the Point of Delivery. The Member should provide adequate protection for equipment, data, operations, work, and property under the Member's control from system disturbances such as

1. High and low voltage,
2. Surges, harmonics, and transients in voltage, and



RULE F - MEMBER'S LOADS AND OPERATIONS (Continued)

E. Protection of Electrical Equipment: (Continued)

3. Overcurrent.

F. For unidirectional and three-phase equipment, the Member should provide adequate protection from "single phasing conditions," reversal of phase rotation, and phase unbalance.

G. Motor Installations: OTEC reserves the right to refuse single-phase service to motors larger than 10 horsepower (HP). All motor installations greater than 10 horsepower must be approved by OTEC to determine how the motor's connection will affect OTEC's system. Changes to OTEC facilities necessary to address the effects of, but not limited to, flicker, voltage balance, voltage level, or reactive power may be at the Member's expense.



## RULE G - METERING

A. Meter Installations: OTEC will supply, install and maintain the metering equipment required by OTEC to measure power and energy supplied to the Member. Member provisions for meter installations will be made in conformance with OTEC specifications, the National Electrical Code, and/or applicable municipal requirements.

1. Secondary Voltage Metering: For usage taken at 120V through 480V.
2. Primary Voltage Metering: For usage taken at 4.16 kV through 34.5 kV.

B. Measurement of Energy: Except as otherwise specifically provided, all energy delivered by OTEC will be billed according to measurement by meters located at or near the Point of Delivery.

1. If OTEC is unable to read a Member's meter because of reasons beyond OTEC's control, such as weather conditions, technological/communication, or the inability to obtain access to the Member's Premises, OTEC may estimate the meter reading for the Billing Period on the basis of the Member's previous use, season of the year and/or other reasonable procedure. Bills rendered on estimated readings will be so designated on the bill. The amount of such estimated bill will be subsequently adjusted, as necessary, when the next actual reading is obtained.
2. Should OTEC be unable to read a Member's meter for two consecutive Billing Periods, OTEC will diligently attempt to contact the Member electronically, by telephone and/or letter to apprise the Member of the necessity of a meter reading and to make arrangements to read the meter or request the Member to provide the reading. If such arrangements cannot be made, OTEC may estimate the meter reading.

C. Failure to Register: If OTEC's meters fail to register at any time, the service delivered and energy consumed during such period of failure will be determined by OTEC on the basis of the best available data. If any appliance or wiring connection, or any other device, is found on the Member's Premises which prevents the meters from accurately recording the total amount of energy used on the Premises, OTEC may at once remove any such wiring connection or appliance, or device, at the Member's expense, and will estimate the amount of energy so consumed and not registered as accurately as it is able to do, and the Member will pay for any such energy after being billed, in accordance with such estimate.

D. Meter Tests: OTEC will test and inspect its meters from time to time and maintain their accuracy of registration in accordance with generally accepted practices. OTEC will, without charge, test the accuracy of registration of a meter upon request of a Member, provided that the Member does not request such a test more frequently than once in a 5-year period. If more than one requested test is performed within a 5-year period, the Member will be required to pay in advance the cost of a special meter test as specified in Schedule ESF, Electric Service Fees. OTEC will refund the amount paid by the Member for the test if the results of the test show the average registration error of the meter exceeds  $\pm 2$  percent.



RULE G – METERING (Continued)

E. Transformer Losses: When delivery of service is on the primary side of the Member's transformers, OTEC may install its meters on the secondary side of the transformers, and, unless otherwise provided in the schedule, in determining the monthly consumption of power and energy, transformer losses and other losses occurring between the Point of Delivery and the meters will be computed and added to the reading of such meters.

F. Meter Reading: Meters will be read to the last kWh registered, normally at intervals of approximately 30 days.



RULE H - AFTER BUSINESS HOURS RESPONSE

- A. Objective: To facilitate public safety, minimize OTEC's response time to service interruptions, and limit the duration of service interruptions to Members.
- B. OTEC will make available qualified persons to respond to service interruptions and emergency calls after regular business hours to assure the most reasonable continuity and reliability of service.
- C. Fees associated with After Business Hours Response are contained in Schedule ESF, Electric Service Fees.





## RULE I - BILLING ERRORS

- A. When a bill presented to a Member for service is determined to be incorrect, OTEC will make an adjustment. When an under or overbilling occurs, other than normal meter reading errors, OTEC will provide notice to the Member detailing the circumstances, period of time, and amount of adjustment. If the date of the error can be reasonably determined, OTEC will refund the overcharge or bill the undercharge and adjust to that date, but for a period not to exceed three years. If no date can be determined, OTEC shall refund the overcharge or rebill the undercharge for no more than six months' usage.
- B. When a Member is required to pay an under billing, the Member may enter into a time-payment agreement without regard to whether the Member already participates in such an agreement. Arrangements on the under billing repayment shall not exceed the time period the Member was under billed.
- C. Exceptional cases: In cases where the application of the above provisions appears impractical or unjust to either party, management or the Member may refer the matter to the Board of Directors for a determination or for the approval of special arrangements that may be mutually agreed upon.



RULE J - CREDIT AND COLLECTIONS

A. OTEC will establish uniform procedures as to the application of credit to its Members. OTEC will actively pursue the collection of delinquent energy accounts.

B. Except when there is a payment agreement in place, bills are due 20 days from the date rendered and considered delinquent if not paid within 37 days. Delinquent accounts are subject to service disconnection within 10 days from notification of shut-off.

C. To minimize collection risk, a deposit may be required. Deposits are based upon the two months average energy usage at the location during the last 13-month period, or equal to the average usage for the rate class of service.

D. Rate Class Average Deposits:

Farm and Residential	\$200.00
Commercial (non-demand)	\$350.00

E. All other: Two months estimated average usage based on historical usage if available, usage of a similar type of business, or calculated load information supplied by the Member.

F. The deposit for services disconnected for non-payment, or at-risk credit accounts, will be two times the highest monthly billing at the location for the last 13-month period.

G. A deposit may be waived if any one or more of the following conditions are met:

- A security deposit is received from a qualified OTEC Member,
- Verification acceptable to OTEC is received from another utility that the Member regularly paid that utility's power bills in a timely fashion,
- A satisfactory credit score (FICO) as reported by a national credit agency,
- The Member has established a good payment history with OTEC, or
- The Member elects to pre-pay OTEC for services.

H. Deposits held by OTEC shall be non-interest bearing.

I. Fees associated with Credit and Collections are contained in Schedule ESF, Electric Service Fees.



## RULE K - ELECTRIC LINE EXTENSIONS, ALTERATIONS, AND ATTACHMENTS

### A. Definitions: (specific to Rule K)

Annual Carrying Costs means 23 percent of the installed cost of Directly Assigned Facilities and Network Upgrades for which the Member is responsible.

Average Monthly Megawatt means monthly electric consumption of 730,000 kilowatt-hours.

Backbone Line Extension Facilities means facilities constructed to provide Electric Service to a Residential or Commercial Subdivision or Industrial Park that includes any of the following: primary conductors, transformers, splice boxes, secondary conductors, service drops, and meters.

Directly Assigned Facilities means those required facilities that are: 1) located between existing OTEC Network Facilities and the Member's point of delivery, 2) are for the sole use and benefit of the Member receiving service as determined by OTEC, and 3) are owned and operated by OTEC. Directly Assigned Facilities also include facilities associated with Member requested changes to the nature of an existing line, such as rebuilding from single-phase to three-phase or undergrounding of existing overhead facilities.

Final Construction Cost means all costs incurred by OTEC during the construction of Directly Assigned Facilities and Network Upgrades prior to any construction credits being applied.

Margin means the difference between the annual wholesale power cost associated with serving any Member additional load and the total average revenues collected by OTEC from that Member associated with such load.

Member-Constructed Line Extension means a line extension, alteration and/or attachment of additional facilities and equipment which is subject to this Rule K, wherein the Member constructs all or a portion of the line extension, alteration and/or attachment of facilities and equipment, in accordance with Rule L.

Network Facilities means existing OTEC facilities that are facilities that support OTEC's transmission and distribution networks for the general benefit of users of such networks.

Network Upgrades means modifications or additions to Network Facilities that are required to serve new load requested by a Member or a developer of a Residential or Commercial Subdivisions or Industrial Park that will be integrated with and support Network Facilities. Network Upgrades do not include Member requested changes to the nature of an existing line, such as rebuilding from single-phase to three-phase or undergrounding. Network Upgrades can also be required by operational or engineering analyses that are separate from Member or developer requests.

Residential, Commercial Subdivision, or Industrial Park means a tract of land divided into four or more lots, sites, or other divisions at one time.

Temporary Service Facilities means facilities constructed to provide Electric Service to a given location that are not expected to be used for their useful service life and include constructions sites, recreational vehicle pads and rock crushers.



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**RULE K - ELECTRIC LINE EXTENSIONS, ALTERATIONS, AND ATTACHMENTS (Continued)****B. Preconditions of service:**

1. OTEC will provide electrical service to all Members within the boundaries of OTEC's service territory who desire service and who make payments required by this Rule.
2. The Member must provide an approved electric meter base installed in accordance with OTEC's specifications that are in effect at the time of installation. Prior to OTEC connecting service, the facilities of the Member must have successfully passed an inspection by the State of Oregon Electrical Inspector.
3. The Member shall provide a right-of-way easement, right-of-way clearing, road access, trench excavation, and conduit installation as required by OTEC.

**C. Cost responsibilities:**

1. Subject to the potential credits, rebates and refunds provided below, the Member shall be responsible for the cost of all: a) Directly Assigned Facilities, b) Backbone Line Extension Facilities and c) Network Upgrades associated with added load that is forecasted by OTEC to exceed one-tenth of an Average Monthly Megawatt.
2. OTEC shall pay the cost of Network Upgrades associated with added load that is forecasted by OTEC to be less than one-tenth of an Average Monthly Megawatt and the cost of Network Upgrades that provide capacity in excess of that required to serve the Member's expected added load. For purposes of applying this Rule, OTEC reserves the right, in its sole discretion, to aggregate multiple Members and/or requests for Electric Service into a single request for service. OTEC may, at its discretion, deny an application for master metering for the purposes of reselling electric service.
3. Members requesting service downgrades (reduction in service size and/or transformer capacity) will be charged the total cost of the facilities change.
4. For Temporary Service Facilities, the Member shall be required to pay in advance 100 percent of the estimated costs of construction plus removal of facilities less credit for salvageable material. The installed system remains the property of OTEC.
5. Any request for service involving an expected investment in Directly Assigned Facilities and/or Network Upgrades exceeding \$3,000,000 shall be subject to a special contract between the Member and OTEC. The terms of any such contract shall reflect the nature of the facilities to be constructed and the proposed additional load. The terms of any such special contract may deviate from the provisions of this Rule in order to equitably balance the interests of the Member and OTEC.



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**RULE K - ELECTRIC LINE EXTENSIONS, ALTERATIONS, AND ATTACHMENTS (Continued)****D. Terms and timing of payment:**

1. For Directly Assigned Facilities and Network Upgrades for which the Member is responsible, the Member shall pay 100 percent of the estimated construction cost, which includes, but is not limited to, the transformer or a portion thereof, service drop, and meter, prior to OTEC beginning work. Any amounts advanced in excess of the Final Construction Cost will be refunded upon a final accounting. If the amount advanced is less than the Final Construction Cost, the deficiency will be billed to the Member upon final accounting.

2. For Directly Assigned Facilities costing more than \$10,000 and where the cost of Directly Assigned Facilities exceeds three times the forecasted annual revenue from the new load, the Member shall be required to enter into a monthly minimum contract for a period of five years. The monthly minimum contract payment shall be equal to one percent of the cost of Directly Assigned Facilities during the 5-year contract period. The Member will be charged the monthly contract minimum amount in any month the cost of Electric Service for the account does not exceed the monthly minimum contract amount. In the case where multiple meters are installed on the same Directly Assigned Facilities, the monthly minimum contract may be divided equally among all meters at the discretion of OTEC. Monthly minimum contracts will not be adjusted for any subsequent meters added to the project after initial construction is complete.

a. For Irrigation Service accounts, the monthly minimum contract shall be applied annually and any deficiency in the required monthly minimum contract Electric Service charges will be billed during the month of November.

b. As an alternative to a monthly minimum contract, the Member may elect to pay an additional amount equal to 50 percent of the Directly Assigned Facilities construction cost. The additional payment shall be made in advance and adjusted to 50 percent of the Final Construction Cost upon a final accounting. All estimated monthly minimum contracts will be adjusted to reflect the Final Construction Cost.

3. The developer of a Residential or Commercial Subdivision or Industrial Park shall be required to make a cash payment equal to the estimated cost of the Backbone Line Extension Facilities as designed by OTEC. Upon completion of the installation of facilities, the project will be audited and the required payment will be adjusted to the Final Construction Cost. The installed system remains the property of OTEC. The electrical system shall consist of all primary and secondary voltage equipment necessary to make service available to all lots. Installation of transformers and services may be delayed until service to an individual lot is requested. Each November, the developer shall pay a fee of four percent of the Final Construction Cost of the facilities associated with the lots not yet fully occupied for maintenance, operation and depreciation. For Directly Assigned Facilities and Network Upgrades where OTEC determines that the average monthly electricity consumption covers OTEC's Annual Carrying Costs OTEC may, at its discretion, waive this fee. The developer of an Industrial Park, Residential Subdivision, or Commercial Subdivision shall provide OTEC with one copy of a preliminary approved plat map depicting locations, specifications, dedications, easements, and information relating to the development or other division of lands.



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**RULE K - ELECTRIC LINE EXTENSIONS, ALTERATIONS, AND ATTACHMENTS (Continued)****D. Terms and timing of payment: (Continued)**

4. In the case of Directly Assigned Facilities and Network Upgrades whose costs are difficult to estimate, or are preliminarily estimated to exceed \$15,000, the engineering deposit fee shall be equal to 10 percent of the estimated construction cost.

5. OTEC will cancel any requested construction project if the applicant does not pay the estimated construction costs within 120 days after receiving the estimate from OTEC. If the applicant subsequently requests the project to be constructed, OTEC may request an additional engineering deposit, if deemed necessary.

6. Upon receiving a completed line extension application, OTEC will meet with the applicant for a field survey. OTEC will determine the appropriate line extension design in conjunction with the applicant and stake the project, if applicable.

7. OTEC will develop a cost estimate for each project based on current construction prices. The cost estimate must be paid prior to OTEC scheduling construction of the project.

**E. Credits, rebates and refunds:**

1. In an effort to encourage the most efficient utilization of electricity, OTEC Members requesting Farm and Residential Service may receive a \$1,500 construction refund if they install an energy efficient electric water heater and if they install an electric heat pump for space heating or utilize some fuel source other than resistance electric heating for space heating meeting the following standards:

a. Water heater – the water heater must meet current OTEC program specifications and be installed by an OTEC certified dealer.

b. Electric heat pumps – the heat system must meet all performance criteria as specified by OTEC's current programs and be installed by an OTEC certified dealer. The installation must pass inspection by an OTEC representative.

2. Members requesting Farm and Residential Service who do not meet the foregoing energy efficient standards will receive a \$500 construction credit.

3. The developer of a Residential Subdivision may receive a construction refund of up to \$1,500, subject to the limitations as described below, when a lot receives permanent service. The construction credit period will expire after five years. In no case will the developer receive more than the adjusted cost of construction.



RULE K - ELECTRIC LINE EXTENSIONS, ALTERATIONS, AND ATTACHMENTS (Continued)

E. Credits, rebates and refunds: (Continued)

4. No construction credits will be provided by OTEC to the developer of an Industrial Park or a Commercial Subdivision for industrial or commercial lots, tracts or properties, when permanent power is provided by OTEC.
5. Members served under the Large Power and Large Commercial rate schedule with new loads greater than one tenth Average Monthly Megawatt added, or anticipated to be added over a 36-month period of time, and involving Network Upgrade Facilities, shall receive a credit against charges associated with Network Upgrade Facilities of \$10,000 per one tenth Average Monthly Megawatt of new load, up to a maximum of one Average Monthly Megawatt or \$100,000.
6. If the increased load requirements outlined in paragraph 5 of this section are met, a Member served under the Large Power Schedule or the Large Commercial Schedule who has paid OTEC for Directly Assigned Facilities or Network Upgrade Facilities may receive a refund of one fifth of the amount of such payments following each of its first five years of service from OTEC if Margins associated with its service exceed Annual Carrying Costs for such year.





## RULE L - MEMBER-CONSTRUCTED LINE EXTENSIONS

A. It shall be at OTEC's discretion whether to allow a Member to construct all or part of a line extension. An allowed Member-constructed line extension that is to be owned and operated by OTEC shall be subject to Rule K and shall be constructed in accordance with the following provisions.

B. Advance Payment:

1. The Member shall make an advance payment to OTEC the estimated cost to prepare design specifications, material standards, and for inspections of a Member-constructed line extension. Upon completion of the line extension construction project, OTEC will audit the project for actual cost and adjust the portion of the Member's advance. If the actual cost is greater than the estimate, the Member will be invoiced the difference and payment will be required prior to energizing the line. If the estimated cost is higher than actual cost, the difference will be refunded to the Member.

2. Prior to commencement of construction the Member shall demonstrate to OTEC's reasonable satisfaction that the Member has secured the necessary rights-of-way for all construction not occurring on Member-owned real property.

3. A qualified third party may design and stake the project subject to OTEC design specifications, site inspection, and approval. OTEC may, at its discretion and upon Member request, design and stake the project.

4. A Member shall construct the line extension in accordance with OTEC's construction and material standards.

5. Members will be required to purchase all material used in the construction of the line through OTEC, or use OTEC-approved material. OTEC will provide material from inventory in accordance with OTEC's standard recharge billing rate.

6. OTEC may, at its discretion and upon request of the Member, arrange for purchase of material and delivery to the project site. The Member will be billed for transportation of material and all material and transportation costs will be paid in full prior to it being ordered by OTEC.

7. OTEC will estimate the frequency of inspections of the construction and inform the Member prior to contract signing. OTEC requires that an inspector be on site at all times during the construction of an underground line extension.

C. Liability and insurance: The Member assumes all risks for the construction of a Member-constructed line extension. Prior to construction, the Member must furnish a certificate of insurance that names OTEC as an additional insured for a minimum amount of one million dollars. The Member may cancel the policy after OTEC accepts ownership of the line extension.

D. Transfer of ownership: Upon completion of construction and approval by OTEC of the line extension construction, the Member shall transfer an unencumbered title for the line extension to OTEC and OTEC will assume ownership of the line extension.





RULE L - MEMBER-CONSTRUCTED LINE EXTENSIONS (Continued)

- E. Rights-of-way: Upon completion of construction and approval by OTEC of the line extension construction, the Member shall convey, transfer or assign to OTEC all rights-of-way, easements, and permits required for the line extension, in accordance with OTEC's line extension Rule that is in effect at the time of construction.
- F. Deficiencies in construction: If, within 24 months of the day that OTEC energized the line extension, OTEC determines that the Member installed deficient material or workmanship, the Member will pay the entire cost to correct the deficiencies.
- G. Line extension value:
1. OTEC will calculate the value of the line extension using its standard estimating method. The line extension value will be used to determine the Member's contract minimum billing in accordance with the line extension Rule in effect at the time of construction.
  2. Upon the Member's request, OTEC will provide an itemization of the projected line extension cost. The itemization will list all material (including material cost), the estimated labor expense, the estimated time to complete the project, a sketch that illustrates the work to be completed, and any special services, i.e., backhoe.
  3. To encourage the most efficient use of electricity, Member-constructed line extensions may qualify for construction credits or refunds in accordance with Rule K.



## RULE M - ECONOMIC DEVELOPMENT

### A. Eligibility:

1. All current or proposed/new commercial and industrial Members are eligible for this program.
2. OTEC will analyze the Member's new or expanded load impact on and revenue contribution to OTEC, its electrical system, wholesale power supply status, cost structure, contribution to margin and service area economic externalities. If there are identifiable and quantifiable net benefits to OTEC, its existing Members, and the economy of OTEC's service territory associated with the new or expanded load, then OTEC, in its sole judgment, may provide economic assistance to the new or expanded load, as described below.
3. Funding for waivers of line extension fees or special rate contracts for economic development purposes within the OTEC service area shall be sourced from OTEC's unclaimed capital credits and shall depend upon OTEC's overall financial condition, as well as the availability of unclaimed capital credits.

### B. Implementation: Pursuant to OTEC Board of Directors action, and for good cause shown:

1. OTEC may waive all or part of the upfront costs associated with electric line extensions to new enterprises or developments, or to expansions of existing enterprises, and/or
2. OTEC may offer special contract rates to serve new enterprises, new large loads or new developments, or expansions of existing enterprises, loads or developments.

### C. Program goals and objectives:

1. To retain key commercial and industrial accounts in OTEC's service area,
2. To help existing key commercial and industrial OTEC Members expand business operations within the OTEC's service area in such a way that benefits OTEC, its other Members and the economy of the OTEC service area, and
3. To attract new business and electric loads to the OTEC service area that have net positive benefits to OTEC, its Members, and the economy of the OTEC service area.

D. Program implementation: OTEC will design a Key Accounts Contact Program to identify and address the needs of existing business Members, to strive to ensure business satisfaction with the service and products offered by OTEC, and to implement new programs and services for the retention and/or expansion of electric load that benefits OTEC, its existing Members, and the economy of the OTEC service area.



## RULE N - NEW LARGE LOAD

## A. Applicability:

1. This Rule applies to a New Large Load (NLL) 2 aMW or more, annually, under of the following conditions:
  - a. OTEC is at or above its CHWM in serving any portion of the NLL, or
  - b. The NLL qualifies as a NLSL (10 aMW or more) under the Northwest Power Act.
2. Large loads less than or equal to 2 aMW will be treated the same as existing loads with rates that are established through the normal and customary OTEC rate setting procedures.
3. NLL above 2 aMW and meeting the provisions of subsection A.1 above will be provided Electric Service from OTEC at rates established pursuant to the procedures described below.
4. In the case of a temporary reduction in OTEC's wholesale power costs related to or during periods when OTEC is also providing retail service to a NLL Member pursuant to a separate contract, OTEC reserves the right to maintain current retail rates for existing OTEC Members and retail rate classes, instead of implementing a temporary rate reduction. The temporary reduction in power costs for existing Members would be the result of a shift of more expensive power costs to the NLL during the years in which the NLL Member is receiving NLL contract service from OTEC.
5. This NLL Rule does not address the following:
  - a. The allocation of power costs among OTEC Members, whether NLL Members exist, or not,
  - b. The allocation of all other types of costs not associated with power used in calculating retail rates.
  - c. Costs associated with line extensions to the new facility. (See Rule K)

B. Single Facility Determination for New Large Load: OTEC, at its sole discretion, will make a determination as to what constitutes a single facility for purposes of identifying a NLL, based on criteria including, but not limited to:

1. Whether the load is operated by a single end-use Member,
2. Whether the load is in a single location,
3. Whether the load serves a manufacturing process which produces a single product or type of product,
4. Whether separable portions of the load are interdependent,
5. Whether the load is contracted for as a single load under customary billing and service policies,



## RULE N - NEW LARGE LOAD (Continued)

## B. Single Facility Determination for New Large Load: (Continued)

6. Whether the load is measured through one or several meters,
7. Consideration of facts from previous similar situations, and
8. Any other factors OTEC determines to be relevant.

## C. New Large Load Requirements:

1. When OTEC is at or above its CHWM in serving any portion of a NLL, OTEC will establish a retail electric rate for the NLL above the CHWM, as follows:

a. For that portion of the NLL load below 2 aMW, OTEC will provide Electric Service pursuant to the OTEC rate schedule applicable to the NLL Member, as if such Member were not a NLL Member.

b. For that portion of the NLL load at or above 2 aMW, OTEC will provide Electric Service to the NLL Member pursuant to a separate contract that:

(1) Directly passes through to the NLL Member the Tier 2 wholesale power costs that must be acquired by OTEC in order to serve the NLL Member,

(2) Directly passes through any and all additional costs incurred by OTEC as a result of OTEC providing Electric Service to the NLL Member, including but not limited to other power cost increases, reductions in OTEC's low density discount from BPA, loss of other power cost discounts, and power cost changes related to OTEC's compliance with state and federal law, including but not limited to Oregon's renewable portfolio standards (RPS), and

(3) Allocates an equitable portion of OTEC's other costs incurred in providing service to the NLL Member. Provided however, that a portion of the NLL served pursuant to the NLL contract will be allowed to migrate, over time, to the appropriate OTEC rate schedule, as if such Member's load was not NLL, pursuant to subsection 4 below.

c. Members receiving NLL service shall be required to enter into a contract with OTEC wherein the NLL Member makes certain take- or-pay commitments to OTEC, similar in scope to the wholesale purchase obligations OTEC undertakes with its Tier 2 wholesale power supplier, on behalf of the NLL Member. For purposes of providing NLL service, OTEC will first allocate all of the Tier 2 resource costs it acquires for the NLL Member, directly to the NLL Member, before allocating any Tier I wholesale power costs to the NLL Member. The NLL Member's power purchase commitments in the NLL contract shall be secured by an irrevocable letter of credit or other form of security, acceptable to OTEC, in its sole judgment. OTEC will, in the NLL contract, reserve the right to require changes in the form of such guarantee, or the nature of security acting as collateral, as conditions change.



## RULE N - NEW LARGE LOAD (Continued)

## C. New Large Load Requirements: (Continued)

2. The amount of Tier 1 power OTEC can purchase from BPA can change over time, as OTEC's high water mark (i.e., the cap on the amount of Tier 1 power OTEC can purchase from BPA) changes from one BPA "rate period" to another. OTEC therefore reserves the right to interpret, revise and apply changes to this NLL Rule as both its RHWM and CHWM change. This Rule applies to only the portion of the NLL that is served above the CHWM, and only for the NLL that is not a NLSL pursuant to the Northwest Power Act. To the extent the RHWM is less than the CHWM, the amount of Tier 1 power available for the current rate period is limited by the following:

- a. The remaining headroom for the current rate period,
- b. The 6 aMW melding cap described in subsection 4 below, and
- c. Contract provisions between OTEC and the NLL Member, and between OTEC and OTEC's wholesale power supplier of the NLL. When and if the additional headroom between the CHWM and the RHWM is available to OTEC in a subsequent rate-period, the NLL may be granted the additional Tier 1 power up to the CHWM. The following example helps explain this potential situation: Assume OTEC has headroom to the CHWM of 7 aMW and headroom of 3 aMW to the RHWM, and a NLL of 8 aMW requests electrical service from OTEC. During the first rate period, 3 aMW of the NLL will be provided electrical service at a rate that includes power supply costs at the Tier 1 level, and 5 aMW of the NLL will be provided service at a rate that includes power supply costs at a Tier 2 rate. After the first BPA rate period, 7 aMW of the NLL would be served at Tier 1 rate (the portion of the load below the CHWM), and 1 aMW would be at the Tier 2. The last 1 aMW (that portion of the load above the CHWM) will be subject to Rule N, and will be treated as below the NLL threshold of 2 aMW.

3. If an existing OTEC Member's load drops 2 aMW or more for more than 24 consecutive months, then a restoration of that or a similar load will be considered a NLL under this Rule. Conversely, restoration of the same or similar load, in less than 24 months, will not be considered a NLL.

4. NLL between 2 and 6 aMW will be melded back with the composite OTEC Member load, over time, as follows:

- a. After 36 months of service to the NLL pursuant to contract, 1 aMW of the NLL Member's load will be transferred from the NLL contract to the applicable OTEC rate schedule, as if the load were not NLL,
- b. After 48 months of service to the NLL pursuant to contract, an additional 1 aMW of the NLL Member's load will be transferred from the NLL contract to the applicable OTEC rate schedule, as if the load were not NLL,
- c. After 60 months of service to the NLL pursuant to contract, an additional 1 aMW of the NLL Member's load will be transferred from the NLL contract to the applicable OTEC rate schedule, as if the load were not NLL, and



RULE N - NEW LARGE LOAD (Continued)

C. New Large Load Requirements: (Continued)

d. After 72 months of service to the NLL pursuant to contract, an additional 1 aMW of the NLL Member's load will be transferred from the NLL contract to the applicable OTEC rate schedule, as if the load were not NLL.

e. NLL above 6 aMW will not be melded over time, due to the significant negative cost impacts that would result to existing OTEC Members.



## RULE O - ENERGY RATE DESIGN

- A. Commitment to rate design: It is the policy of the Board of Directors of OTEC to develop electric rates that allow OTEC to provide electricity to Members that is reliable, cost based, considerate of the environment and maintains OTEC's financial strength at OTEC's lowest cost.
- B. Basic principles:
1. OTEC will prepare revenue requirements and cost-of-service studies as required to secure the information needed to develop fair and equitable rates.
  2. Rates will be developed and implemented that fairly and equitably:
    - a. Allocate costs across rate classes by:
      - (1) Minimizing to the extent practical, and consistent with strategic initiatives, subsidies between classes.
      - (2) Phasing out subsidies within a rate class.
    - b. Generate margins adequate to meet annual lender requirements and long-term objectives, including payment of capital credits, according to OTEC's equity management plan.
    - c. Coordinate rates with the rates charged to OTEC by the BPA and other power suppliers.
- C. Environmental commitment: To the extent practical, OTEC will:
1. Develop and implement rates that encourage energy conservation and efficiency.
  2. Promote the use of cost-effective renewable resources.
  3. Develop cost-effective demand-side programs.
- D. Technology: To the extent practical, OTEC will invest in technologies that:
1. Allow OTEC to inform Members of current power costs.
  2. Implement cost-effective demand-side management programs.
  3. Enhance Member service and reliability.



## RULE P - IDLE SERVICES AND FACILITIES

- A. When Electric Service and/or facilities have not been used for a period of 90 days, and it is determined that Electric Service will not be required in the foreseeable future, the location is reclassified to Idle.
- B. Members or the owner of the idle property will be responsible for paying the current Delivery Charge on a monthly basis for two years, after which time the monthly rate increases to the Unbundled Delivery Charge rate according to the Schedule of Fees to the extent that the Unbundled Delivery Charge is greater than any other existing contract or agreement made with OTEC at the idle property. An Idle Service will not exceed five years in duration. After five years, an Idle Service may be removed at OTEC's discretion. Costs and fees for reinstallation of service are subject to the current Line Extension policies and Tariff.
- C. In case of an underground distribution system, the underground cable may or may not be removed according to circumstances. All other materials, including poles, will be removed.
- D. Notwithstanding the above, OTEC will honor prior written commitments to Members with respect to Idle Services and Facilities, to the extent that such written commitments differ from this Rule.





## RULE Q - NET METERING

A. OTEC will offer net metering service to any Member-Generator within the OTEC Service Territory in compliance with ORS 757.300.

B. The definitions contained in ORS 757.300 with respect to OTEC's Net Metering obligations are adopted for purposes of this Rule Q. For administrative ease, the following are repeated below:

1. Member-Generator means a user of a Net Metering Facility.
2. Net Metering means measuring the difference between the electricity supplied by OTEC and the electricity generated by a Member-Generator and fed back to OTEC over the applicable Billing Period.
3. Net Metering Facility means a facility for the production of electrical energy that:

Generates electricity using solar power, wind power, fuel cells, hydroelectric power, landfill gas, digester gas, waste, dedicated energy crops available on a renewable basis or low-emission, nontoxic biomass based on solid organic fuels from wood, forest or field residues;

- Is located on the Member-Generator's Premises;
- Can operate in parallel with OTEC's existing transmission and distribution facilities; and
- Is intended primarily to offset part or all of the Member-Generator's electricity requirements.

C. Net metering services pursuant to this Rule are available to Members generating not more than 25 kilowatts of electricity located on the Member's Premises.

D. OTEC shall allow Net Metering Facilities to be interconnected to OTEC facilities using a standard meter capable of registering the bidirectional flow of electricity. OTEC shall not charge the Member-Generator separately for the bidirectional meter. OTEC may at its own expense install one or more additional meters to monitor the flow of electricity in each direction.

E. OTEC shall not charge the Member-Generator a minimum of fixed monthly fee or charge that is greater than any other Member's minimum or fixed monthly fee or charge in the same rate class as the Member-Generator; provided however, the OTEC Board reserves the right to assess Member-Generators a greater monthly fee or charge if it determines that OTEC's direct costs of interconnection and administration of Member-Generators outweighs the distribution system, environmental and public policy benefits of allocating such net metering costs among OTEC's entire membership base.

F. If OTEC supplies a Member-Generator more electricity than the Member-Generator feeds back to OTEC during a Billing Period, OTEC shall charge the Member for the net electricity that OTEC supplied. If a Member-Generator supplies to OTEC more energy than the Member consumes from OTEC during a Billing Period, then OTEC shall value the energy supplied by the Member-Generator at OTEC's avoided cost, which is BPA's energy-only rate.

G. The Member's Net Metering Facility shall at all times comply with safety and performance standards established in the Oregon Building Code, the National Electric Code, the National Electric Safety Code, and the IEEE.



## RULE Q - NET METERING (Continued)

- H. OTEC's Net Metering Service shall be available on a first come, first-served basis until fully subscribed. Once the total capacity of OTEC's Member net metering generation equals one-half of one percent of OTEC's single-hour peak load, OTEC reserves the right to limit the availability of additional Net Metering Service following notice and an opportunity to comment by the membership.
- I. The Member-Generator is responsible for all costs associated with its Net Metering Facility and is also responsible for all costs related to any modifications to the facility that may be required by OTEC for purposes of safety and reliability.
- J. OTEC may discontinue the Member-Generator's electric service at any time if the Net Metering Facility must be physically disconnected for any reason. Except as provided for in OAR 860-039-0015, the Member-Generator must install and maintain a visible manual disconnect switch that will disconnect the net metering facility from OTEC's system. The disconnect switch must be a lockable, load-break switch that plainly indicates whether it is in the open or closed position. The disconnect switch must be readily accessible to OTEC at all times and located within ten feet of OTEC's meter.
- K. OTEC shall not be liable directly or indirectly for permitting or continuing to allow an attachment of a Net Metering Facility, or for the acts or omissions of the Member-Generator that cause loss or injury, including death, to any third party.
- L. OTEC shall be the owner of all "Environmental Attributes" associated with energy purchased from the Member-Generator, including but not limited to renewable energy credits associated with or attributed to the Member-Generator's Net Metering Facility and the Member-Generator agrees, pursuant to this Rule Q, to transfer and assign all such Environmental Attributes to OTEC.
- M. Unless otherwise agreed to between OTEC and the Member-Generator, the Member-Generator shall at all times be and remain the beneficial owner of the net metering facilities that receive net metering services in accordance with this Rule Q and Schedule NMS, Net Metering Service.



### RULE S - GRANT OF EASEMENT

A. As necessary and required by OTEC and only for a Cooperative Purpose as defined in section B below, involving the extension of a distribution line to serve the Member or other Members, a Member shall, without compensation from OTEC, grant or convey to OTEC a reasonable written easement, right-of-way, license, or other right or interest in a Member's property, and execute a document regarding this grant or conveyance.

B. For purposes of this rule the term "Cooperative Purpose" shall have the same meaning as the term "public purpose" does under Oregon law, including but not limited to the requirement that (i) the Member-owned property is necessary for the purpose it is sought by OTEC, and (ii) the proposed use of the property by OTEC is planned and located in a manner which is the most compatible with the greatest public good and the least private impact on the Member.



## RULE T – FRANCHISE FEES AND BEAUTIFICATION CHARGES

- A. Local units of government in Oregon have authority under various provisions of federal, state and local law to impose franchise fees or utility excise fees on utilities that utilize public rights-of-way. OTEC pays different levels of franchise fees and/or excise fees to the various local governments throughout OTEC's service territory. In addition, some of the local rights-of-way ordinances that OTEC is subject to, or some of OTEC's franchise agreements with municipalities, require that OTEC pay some or all of the costs of relocating OTEC's electric facilities, when called on to do so by the municipality.
- B. **Direct Assignment of Franchise Fees:** Franchise fees and other local governmental excise fees or taxes ("franchise fees") assessed against OTEC in relation to OTEC's revenues generated, or sales occurring within the boundary of a municipality or other local governmental entity ("municipality"), are in addition to any and all other charges made under the Cooperative's tariff for electric service to members residing within the boundaries of the municipality. All such franchise fees shall be separately assessed for member service provided within the municipality where the franchise fee is authorized and shall appear on the bill as a separate line item clearly identifying the municipality for which the franchise fee is assessed and to whom it is owed.
- C. **Direct Assignment of Certain Relocation Costs:** In some instances, Municipal ordinances and/or franchise agreements impose on OTEC the obligation to remove, relocate or place underground ("relocate") OTEC electric facilities, at OTEC's sole cost, in conjunction with a municipal capital development or improvement project.
1. To the extent such relocation is necessary to address a matter of public health and/or safety, OTEC will treat the project as a normal capital improvement on its financial books and records.
  2. To the extent the primary purpose of the municipality's requested or ordered relocation is to promote the education, recreation, aesthetic and/or beautification purposes ("beautification") of the municipality, as determined solely by the OTEC Board of Directors, then such relocation costs incurred by OTEC shall be directly assigned to OTEC members who reside within the municipal boundary, and shall be collected as follows:
    - a. It is OTEC's strong preference that such beautification costs be pre-paid by the municipality requesting or ordering the relocation, in accordance with Rule K.
    - b. At the completion of the beautification project, OTEC shall transfer all relocation costs incurred in conjunction with the municipal beautification project into a separate account, which account shall then bear interest at OTEC's then existing cost of capital, debt and equity, compounded monthly. The beautification account balance, plus interest, shall be amortized over a period of time of not more than 36 months, as determined by the OTEC Board of Directors, and shall be assigned directly as a charge on the monthly bills of OTEC members residing within the boundary of the municipality. The amortized charge shall appear on the bill as a separate line item clearly identifying it as a municipal beautification charge.



## SCHEDULE R1 - FARM AND RESIDENTIAL

A. **Availability:** Service under this schedule is available for residential urban and rural Members at locations on OTEC's interconnected system where existing facilities of adequate capacity and desired phase and voltage are adjacent to the Premises to be served, and additional investment by OTEC for new transmission, substation or terminal facilities is not necessary to supply the desired service. Service is subject to the General Rules and Regulations contained within this Tariff and to the policies as established by the Board of Directors.

B. **Applicability:** Service under this schedule is applicable to Electric Service required for residential service Members for general domestic uses, including single-phase motors of 10 horsepower rating or less, subject to the following conditions:

1. When the predominate use of a dwelling is used regularly for business, professional or other gainful purposes, or when service is supplied in whole or in part for business, professional, or other gainful purposes, the Premises will be classified as non-residential and the appropriate general service schedule will apply. However, if the wiring is so arranged that the service for residential purposes can be metered separately, this schedule will be applied to such service.
2. Whenever the Member's equipment does not conform to OTEC's specifications for service under this schedule, service will be supplied under the appropriate General Service Schedule.
3. This schedule is not applicable to standby service, service for resale, or shared service.
4. **Character of service:** The type of service provided under this schedule is single-phase, alternating current at approximately 120 or 240 volts and 60 cycles, supplied through one meter at one Point of Delivery. OTEC may provide 120/208 volt service for multi-family dwellings.

C. **Monthly Charge:** The Monthly Charge is the sum of the following charges, and will also include charges as set forth in Schedule PCA, Power Cost Adjustment.

- |    |                            |           |
|----|----------------------------|-----------|
| 1. | Delivery Charge, per month | \$25.50   |
| 2. | Energy Charge, per kWh     | \$ .07052 |

D. **Minimum Monthly Bill:** Shall be the Monthly Delivery Charge, regardless of usage, plus applicable taxes. This Schedule and its minimum monthly charge and bill are based on the Member continuing service at each service location. Disconnect and reconnect transactions at a service location shall not operate to relieve a Member from monthly charges.

E. **Idle Service:** Members classified under this rate schedule may request OTEC to leave de-energized existing electric facilities in place, excluding transformers, up to five years in accordance with Rule P, Idle Services and Facilities.

F. Members will be billed the sum of all monthly Delivery Charges for any lapse in service at the time of reconnection, if disconnected and reconnected to the meter within a 13-month period from the disconnection request.



### SCHEDULE R1D - FARM AND RESIDENTIAL MEMBER CHOICE PILOT

A. **Availability:** Service under this schedule is available for residential urban and rural Members at locations on OTEC's interconnected system where existing facilities of adequate capacity and desired phase and voltage are adjacent to the Premises to be served, and additional investment by OTEC for new transmission, substation or terminal facilities is not necessary to supply the desired service. Service is subject to the General Rules and Regulations contained within this Tariff and to the policies as established by the Board of Directors. This rate is limited to the first 100 members requesting the service. Once selected, the member agrees to remain on this rate for a minimum of 12 consecutive months. Availability of this rate is not guaranteed beyond the pilot program period of 24 months ending on December 31, 2017.

B. **Applicability:** Service under this schedule is applicable to Electric Service required for residential service Members for general domestic uses, including single-phase motors of 10 horsepower rating or less, subject to the following conditions:

1. When the predominate use of a dwelling is used regularly for business, professional or other gainful purposes, or when service is supplied in whole or in part for business, professional, or other gainful purposes, the Premises will be classified as non-residential and the appropriate general service schedule will apply. However, if the wiring is so arranged that the service for residential purposes can be metered separately, this schedule will be applied to such service.
2. Whenever the Member's equipment does not conform to OTEC's specifications for service under this schedule, service will be supplied under the appropriate General Service Schedule.
3. This schedule is not applicable to standby service, service for resale, or shared service.
4. **Character of service:** The type of service provided under this schedule is single-phase, alternating current at approximately 120 or 240 volts and 60 cycles, supplied through one meter at one Point of Delivery. OTEC may provide 120/208 volt service for multi-family dwellings.

C. **Monthly Charge:** The Monthly Charge is the sum of the following charges, and will also include charges as set forth in Schedule PCA, Power Cost Adjustment.

1.	Delivery Charge, per month	\$21.56
2.	Demand Charge Per KW per Month	\$ 4.00
3.	Energy Charge, per kWh	\$0.03642

D. **Determination of Billing Demand:** The billing demand shall be the maximum kilowatt demand established by the Member for any 15-minute period during the month for which the bill is rendered, as indicated or recorded by a demand meter.

E. **Minimum Monthly Bill:** Shall be the Monthly Delivery Charge, regardless of usage, plus applicable taxes. This Schedule and its minimum monthly charge and bill are based on the Member continuing service at each service location. Disconnect and reconnect transactions at a service location shall not operate to relieve a Member from monthly charges.



SCHEDULE R1D - FARM AND RESIDENTIAL MEMBER CHOICE PILOT (Continued)

F. Idle Service: Is not available to Members on this rate schedule. Members requesting Idle Service in accordance with Rule P, Idle Services and Facilities must return to Schedule R1.

G. Members will be billed the sum of all monthly Delivery Charges for any lapse in service at the time of reconnection, if disconnected and reconnected to the meter within a 13-month period from the disconnection request.





SCHEDULE IR - IRRIGATION SERVICE

A. Availability: Service under this schedule is available for agricultural crops, drainage pumping, and stock watering purposes at locations on OTEC’s interconnected system where existing facilities of adequate capacity and desired phase and voltage are adjacent to the Premises to be served, and additional investment by OTEC for new transmission, substation or terminal facilities is not necessary to supply the desired service. Service is subject to the General Rules and Regulations contained within this Tariff and to the policies as established by the Board of Directors.

B. Character of Service: Electric Service under this rate schedule will be 60-hertz alternating current of such phase and voltage through one delivery point as OTEC may have available. Motors having a rated capacity in excess of 10 horsepower will normally require three-phase service.

C. Monthly Charge: The Monthly Charge is the sum of the following charges, and will also include charges as set forth in Schedule PCA, Power Cost Adjustment.

- 1. Any month the demand charge is 17 kW or less:
  - a. Delivery Charge, per month \$32.00
  - b. Energy Charge, per kWh \$ .04905
  
- 2. Any month the demand charge exceeds 17 kW:
  - a. Delivery Charge, per month \$37.00
  - b. Demand Charge, per kW (all months except April) \$ 4.65
  - c. Energy Charge, per kWh \$ .04370

D. Minimum Monthly Bill: Shall be the Monthly Delivery Charge, regardless of usage, plus applicable taxes. This Schedule and its minimum monthly charge and bill are based on the Member continuing service at each service location. Disconnect and reconnect transactions at a service location shall not operate to relieve a Member from monthly charges.

E. Idle Service: Members classified under this rate schedule may request OTEC to leave de-energized existing electric facilities in place, excluding transformers, up to five years in accordance with Rule P, Idle Services and Facilities.

F. Irrigation Discounts: The above rates are subject to the irrigation credits received from BPA. This discount applies only to irrigation usage as defined by BPA.

G. Members will be billed the sum of all monthly Delivery Charges for any lapse in service at the time of reconnection, if disconnected and reconnected to the meter within a 13-month period from the disconnection request.





## SCHEDULE G1 - COMMERCIAL SERVICE

A. **Availability:** Service under this schedule is available for non-residential service requiring 50 kW of load, at locations on OTEC's interconnected system where existing facilities of adequate capacity and desired phase and voltage are adjacent to the Premises to be served, and additional investment by OTEC for new transmission, substation or terminal facilities is not necessary to supply the desired service. Service is subject to the General Rules and Regulations contained within this Tariff and to the policies as established by the Board of Directors.

B. **Character of Service:** All services under this rate schedule will be 60-hertz alternating current of such phase and voltage through one delivery point as OTEC may have available. Motors having a rated capacity in excess of 10 horsepower will normally require three-phase service.

C. **Monthly Charge:** The Monthly Charge is the sum of the following charges, and will also include charges as set forth in Schedule PCA, Power Cost Adjustment.

1.	Delivery Charge, per month	\$39.50
2.	Energy Charge, per kWh	\$ .07350

D. **Minimum Monthly Bill:** Shall be the Monthly Delivery Charge, regardless of usage, plus applicable taxes. This Schedule and its minimum monthly charge and bill are based on the Member continuing service at each service location. Disconnect and reconnect transactions at a service location shall not operate to relieve a Member from monthly charges.

E. **Idle Service:** Members classified under this rate schedule may request OTEC to leave de-energized existing electric facilities in place, excluding transformers, up to five years in accordance with Rule P, Idle Services and Facilities.

F. Members will be billed the sum of all monthly Delivery Charges for any lapse in service at the time of reconnection, if disconnected and reconnected to the meter within a 13-month period from the disconnection request.



## SCHEDULE G2 - LARGE COMMERCIAL SERVICE

A. **Availability:** Service under this schedule is available for non-residential service requiring more than 50 kW and less than 1,000 kW of load, at locations on OTEC's interconnected system where existing facilities of adequate capacity and desired phase and voltage are adjacent to the Premises to be served, and additional investment by OTEC for new transmission, substation or terminal facilities is not necessary to supply the desired service. Service is subject to the General Rules and Regulations contained within this Tariff and to the policies as established by the Board of Directors.

B. **Character of Service:** All services under the rate schedule will be 60-hertz alternating current of such phase and voltage through one delivery point as OTEC may have available.

C. **Monthly Charge:** The Monthly Charge is the sum of the following charges, and will also include charges as set forth in Schedule PCA, Power Cost Adjustment.

1.	Delivery Charge, per month	\$55.00
2.	Demand Charge, per kW	\$ 4.75
3.	Energy Charge, per kWh	\$ .05023

D. **Minimum Monthly Bill:** Shall be the Monthly Delivery Charge plus \$1.00 per kVA of installed transformer capacity and applicable taxes. Disconnect and reconnect transactions at a service location shall not operate to relieve a Member from monthly charges.

E. **Metering:** OTEC will install suitable demand metering and may install power factor measuring devices for billing under this schedule.

F. **Determination of Billing Demand:** The billing demand shall be the maximum kilowatt demand established by the Member for any 15-minute period during the month for which the bill is rendered, as indicated or recorded by a demand meter.

G. **Power Factor Adjustment:**

1. Demand charges will be adjusted to correct for average power factors lower than 95 percent.
2. Such adjustments will be made by increasing the measured demand one percent for each one percent by which the average power factor is less than 95 percent.

H. **Idle Service:** Members classified under this rate schedule may request OTEC to leave de-energized existing electric facilities in place, excluding transformers, up to five years in accordance with Rule P, Idle Services and Facilities.

I. Members will be billed the sum of all monthly Delivery Charges for any lapse in service at the time of reconnection, if disconnected and reconnected to the meter within a 13-month period from the disconnection request.



### SCHEDULE G3 - QUICK RECHARGING STATION

A. **Availability:** Service under this schedule is available for electric vehicle quick recharging stations requiring more than 50 kW and less than 1,000 kW of load, at locations on OTEC's interconnected system where existing facilities of adequate capacity and desired phase and voltage are adjacent to the Premises to be served, and additional investment by OTEC for new transmission, substation or terminal facilities is not necessary to supply the desired service. Service is subject to the General Rules and Regulations contained within this Tariff and to the policies as established by the Board of Directors.

B. **Character of Service:** All services under the rate schedule will be 60-hertz alternating current of such phase and voltage through one delivery point as OTEC may have available.

C. **Monthly Charge:** The Monthly Charge is the sum of the following charges, and will also include charges as set forth in Schedule PCA, Power Cost Adjustment.

1.	Delivery Charge, per month	\$170.00
2.	Demand Charge, per kW	\$ 4.65
3.	Energy Charge, per kWh	\$ .02778

D. **Minimum Monthly Bill:** Shall be the Monthly Delivery Charge plus \$1.00 per kVA of installed transformer capacity and applicable taxes. Disconnect and reconnect transactions at a service location shall not operate to relieve a Member from monthly charges.

E. **Metering:** OTEC will install suitable demand metering and may install power factor measuring devices for billing under this schedule.

F. **Determination of Billing Demand:** The billing demand shall be the maximum kilowatt demand established by the Member for any 15-minute period during the month for which the bill is rendered, as indicated or recorded by a demand meter.

G. **Power Factor Adjustment:**

1. Demand charges will be adjusted to correct for average power factors lower than 95 percent.
2. Such adjustments will be made by increasing the measured demand one percent for each one percent by which the average power factor is less than 95 percent.

H. **Idle Service:** Members classified under this rate schedule may request OTEC to leave de-energized existing electric facilities in place, excluding transformers, up to five years in accordance with Rule P, Idle Services and Facilities.

I. Members will be billed the sum of all monthly Delivery Charges for any lapse in service at the time of reconnection, if disconnected and reconnected to the meter within a 24-month period from the disconnection request.



### SCHEDULE LP - LARGE POWER SERVICE

A. **Availability:** Service under this schedule is available for non-residential service to connected loads of 1,000 kVA or more that are not New Large Loads in excess of 2 aMW, at locations on OTEC's interconnected system where existing facilities of adequate capacity and desired phase and voltage are adjacent to the Premises to be served, and additional investment by OTEC for new transmission, substation or terminal facilities is not necessary to supply the desired service. Service is subject to the General Rules and Regulations contained within this Tariff and to the policies as established by the Board of Directors.

B. **Character of Service:** All services under this rate schedule will be 60-hertz three-phase alternating current of such voltage through one delivery point as OTEC may have available.

C. **Monthly Charge:** The Monthly Charge is the sum of the following charges, and will also include charges as set forth in Schedule PCA, Power Cost Adjustment.

1.	Delivery Charge, per month	\$150.00
2.	Demand Charge, per kW	\$ 4.75
3.	Energy Charge, per kWh	\$ .04496

D. **Minimum Monthly Bill:** Shall be the Monthly Delivery Charge plus \$1.00 per kVA of installed transformer capacity and applicable taxes. Disconnect and reconnect transactions at a service location shall not operate to relieve a Member from monthly charges.

E. **Metering:** OTEC will install suitable demand and power factor-measuring devices for billing under this schedule.

F. **Determination of Billing Demand:** The billing demand shall be the maximum kilowatt demand established by the Member for any 15-minute period during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor.

G. **Power Factor Adjustment:**

1. Demand Charges will be adjusted to correct for average power factors lower than 95 percent.
2. Such adjustments will be made by increasing the measured demand one percent for each one percent by which the average power factor is less than 95 percent.

H. **Idle Service:** Members classified under this rate schedule may request OTEC to leave de-energized existing electric facilities in place, excluding transformers, up to five years in accordance with Rule P, Idle Services and Facilities.

I. Members will be billed the sum of all monthly Delivery Charges for any lapse in service at the time of reconnection, if disconnected and reconnected to the meter within a 13-month period from the disconnection request.



SCHEDULE AL - AREA LIGHTING

A. Availability: Service under this schedule is available for unmetered area lighting installed on existing OTEC-owned facilities. Disconnect and reconnect transactions at a service location shall not operate to relieve a Member from monthly charges. Service is subject to the General Rules and Regulations contained within this Tariff and to the policies as established by the Board of Directors.

B. Monthly Charge: The Monthly Charge is the sum of the following charges, and will also include charges as set forth in Schedule PCA, Power Cost Adjustment, and included in the monthly lamp rate.

	Monthly Rate Per Lamp
Sodium-Vapor and LED Lamps:	
Approximately 7,000 lumens installed (100 Watt equiv.)	\$10.45
Approximately 17,000 lumens installed (200 Watt equiv.)	13.89
Mercury-Vapor Lamps (new service not available):	
Approximately 8,000 lumens installed	11.80

C. Lighting fixtures will be repaired during regular working hours, as soon as reasonably possible after notification by the Member. Credit for lamp outages will not be given.

D. The Member will be required to pay any additional costs if the lighting fixture cannot be installed on, or served from existing facilities. The Member agrees to sign a 5-year contract, after which the lighting may be removed at the Member’s request.

E. Billing for area lighting will transfer to the current property owner, or account guarantor.

F. Members will be billed the sum of all monthly Delivery Charges for any lapse in service at the time of reconnection, if disconnected and reconnected to the meter within a 13-month period from the disconnection request.



### SCHEDULE FL - FLOOD LIGHTING

A. **Availability:** Service under this schedule is available for unmetered flood lighting on existing OTEC-owned facilities. Disconnect and reconnect transactions at a service location shall not operate to relieve a Member from monthly charges. Service is subject to the General Rules and Regulations contained within this Tariff and to the policies as established by the Board of Directors.

B. **Monthly Charge:** The Monthly Charge is the sum of the following charges, and will also include charges as set forth in Schedule PCA, Power Cost Adjustment.

	Monthly Rate Per Lamp
Sodium-Vapor Lamps:	
Approximately 17,000 lumens installed (200 Watt equiv.)	\$17.79
Approximately 41,000 lumens installed (400 Watt equiv.)	20.91
Mercury-Vapor Lamps (new service not available):	
Approximately 8,000 lumens installed	13.19

C. Lighting fixtures will be repaired during regular working hours, as soon as reasonably possible after notification by the Member. Credit for lamp outages will not be given.

D. The Member will be required to pay any additional costs if the lighting fixture cannot be installed on, or served from existing facilities.

E. Members will be billed the sum of all monthly Delivery Charges for any lapse in service at the time of reconnection, if disconnected and reconnected to the meter within a 13-month period from the disconnection request.



SCHEDULE PL - PUBLIC LIGHTING

A. Availability: Service under this schedule is available for lighting of public roadways, public alleys and public grounds and installed on existing OTEC-owned facilities. Disconnect and reconnect transactions at a service location shall not operate to relieve a Member from monthly charges. Service is subject to the General Rules and Regulations contained within this Tariff and to the policies as established by the Board of Directors.

B. Monthly Charge: The Monthly Charge is the sum of the following charges, and will also include charges as set forth in Schedule PCA, Power Cost Adjustment.

Sodium-Vapor Lamps:	Monthly Rate Per Lamp	
	Without Maintenance	With Maintenance
70 Watt street light	\$2.03	n/a
Approximately 7,000 lumens installed (100 Watt equiv.)	2.90	\$12.01
Approximately 15,000 lumens installed (175 Watt equiv.)	4.30	12.62
Approximately 17,000 lumens installed (200 Watt equiv.)	5.68	14.49
Approximately 41,000 lumens installed (400 Watt equiv.)	n/a	20.00

C. The public entity will be required to pay any additional costs if the lighting fixture cannot be installed on, or served from existing facilities, effective April 30, 1994.

D. Members will be billed the sum of all monthly Delivery Charges for any lapse in service at the time of reconnection, if disconnected and reconnected to the meter within a 13-month period from the disconnection request.



### SCHEDULE NMS - NET METERING SERVICE

- A. **Availability:** Service under this Schedule is available to Member-Generators in accordance with ORS 757.300. Availability is subject to the total Net Metering Service Capacity Allocation specified below.
- B. **Eligibility:**
1. Member-Generator shall own and operate a Net Metering Facility that generates electricity using solar, wind power, fuel cells, hydroelectric power, landfill gas, digester gas, dedicated energy crops on a renewable basis or low-emission, nontoxic biomass based on solid organic fuels from wood, forest or field residues.
  2. The Net Metering Facility's capacity shall not be more than 25 kilowatts.
  3. The Net Metering Facility shall be located on the Member-Generator's Premises and interconnected and operated in parallel with OTEC's existing transmission and distribution system facilities, and is intended primarily to offset part or all of the producer's own electrical requirements located on the producer's Premises.
- C. **Capacity Allocation:** Service is available on a first come, first-served basis until the Net Metering Service capacity is fully allocated at which point OTEC reserves the right to limit the availability of additional Net Metering Service. Net Metering Service is full allocated when the total capacity of the Member-Generators equals one-half of one percent (0.5%) of OTEC's single-hour peak load.
- D. **Monthly Billing Rate:**
1. The Monthly Delivery Charge shall be computed in accordance with the applicable standard rate schedule.
  2. All net energy generated in excess of Member's monthly net energy consumption and supplied to OTEC's electrical supply system shall be valued at OTEC's avoided cost. The avoided cost, which includes a load shaping charge, will follow BPA's energy only rate. This rate is subject to change and will be supplied upon request.
  3. All net energy purchased from OTEC will be valued at OTEC's retail rate of the applicable standard rate schedule.
- E. The inspection fee designated in the Schedule ESF, Electric Service Fees, shall apply.
- F. Members will be billed the sum of all monthly Delivery Charges for any lapse in service at the time of reconnection, if disconnected and reconnected to the meter within a 13-month period from the disconnection request.





### SCHEDULE PPS - PREPAYMENT SERVICES

- A. Availability: Service under this schedule is available to residential and commercial members with an active account served by a single-phase meter and electing to enroll in the prepayment services program.
- B. Eligibility: The member must complete and sign an application to ensure and acknowledge understanding of the program terms and conditions. A summary of the program terms are as follows:
1. One-time application fee of \$10.00 is collected at the time of enrollment.
  2. Security deposits are not typically required to set up prepayment services.
  3. A remote disconnect device will be installed at no cost to the member, if required.
  4. Members who have past due energy balances at the time of application may be considered for a prepayment debt management plan.
  5. Members must have Internet access to receive electronic billings and notifications. If a paper bill is requested by the member, a Records Research fee, as stated in the OTEC tariff, ESF Schedule, may apply.
  6. Disconnection may occur at any time or day when a member's prepayment account reaches a zero balance, and after an e-notification is sent.
  7. The minimum credit balance to establish a prepayment account is \$50.00.
  8. To re-establish prepayment services after disconnection has occurred, a minimum balance of \$25.00 is required.
  9. Services remaining disconnected for longer than seven calendar days will be removed from prepayment services.
  10. A security deposit may be required upon withdrawal or termination from prepayment services. If electric service continues after termination, the deposit required will be based on the member's credit history.
  11. The enrolled member is subject to all other conditions, services and other fees as defined by the tariff.
- C. Monthly Billing Rate:
- a. The monthly charge is \$5.00, covering the program costs of prepayment services.
  - b. The current delivery charge rate and energy rates as defined by the tariff apply to members enrolled in OTEC's prepayment services.



## SCHEDULE PCA - POWER COST ADJUSTMENT

Power Cost Adjustment: The Power Cost Adjustment will follow BPA's temporary charges to OTEC as they adjust their wholesale rates up or down through BPA's CRAC. The Power Cost Adjustment will also include future price increases in the cogeneration power purchase contracts.

Rate:	Per kWh
R1	(\$.00255)
IR	(\$.00255)
G1	(\$.00255)
C2	(\$.00255)
LP	(\$.00255)



### SCHEDULE ESF - ELECTRIC SERVICE FEES

A. Connect Fee per meter:	
Residential and Small Commercial	
During office hours (no site visit required)	\$ 30.00
During office hours (site visit required)	60.00
After hours	200.00
Commercial and Industrial demand and irrigation meters	
During office hours (no site visit required)	\$ 35.00
During office hours (site visit required)	70.00
After hours	200.00
Landlord Agreement	\$ 5.00
Landlord Agreement – special handle	\$ 20.00
B. New Membership Fee	\$ .01
C. Reconnect Fee per meter:	
Residential and Commercial (non-demand)	
During office hours	\$ 75.00
After hours	250.00
Commercial and Industrial demand meters and irrigation meters	
During office hours	\$ 100.00
After hours	400.00
D. Other fees:	
Field Collection Charge	\$ 35.00
Late Payment Fee	1½ percent per month on the past due balance
Meter Tampering Fee (plus the cost of OTEC equipment replacement and repairs)	\$ 100.00
Special Meter Test Fee	To be determined at time of request, based on time and materials
Net Metering Inspection Fee	\$ 60.00
Prepayment Services Application Fee	\$ 10.00
Current Unbundled Delivery Charge per meter:	
Farm and Residential Service	\$ 34.46/meter
Small Irrigation Service	30.74/meter
Large Irrigation Service	75.99/meter
Commercial Service	68.17/meter
Large Commercial Service	203.25/meter
Large Power Service	4,449.99/meter



## SCHEDULE ESF - ELECTRIC SERVICE FEES (Continued)

## D. Other fees: (continued)

Records Research (after the first hour)	\$ 25.00/hour
Returned Check Fee	\$ 30.00
Service Call-Out	\$ 60.00
Service Call-Out after Hours	\$ 200.00
Payment Arrangement (more than 1 in the past 12-month period)	\$ 10.00