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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 considered 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 positive or negative 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's 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 or lower market-based rates. Significant amounts of Tier 2 purchases could have a positive or 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 a total cumulative 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 total cumulative 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 of demarcation 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 any reason 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 that OTEC is able to deliver and 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 at the request of a governmental agency member.

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 can be above or below the Tier 1 amount.

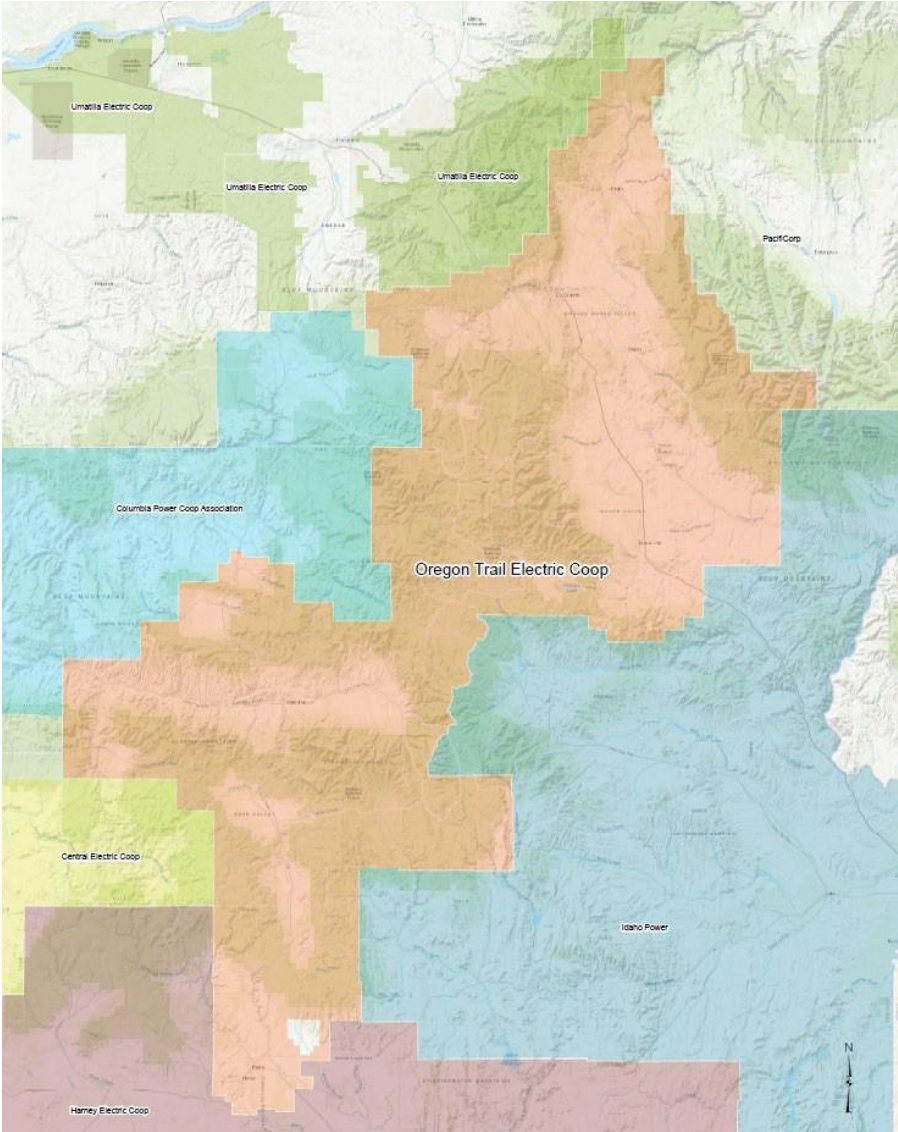
Tiered Rate Methodology or TRM means the allocation and rate methodology for assigning OTEC's access to Tier 1.

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 – GENERAL SERVICE TERRITORY

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.
- d. A risk to the public or property.
- e. 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 shall 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
3. Overcurrent



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

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

F. 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 and the provisions of Rule I.

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: 23% of the final installed cost of Directly Assigned Facilities and Network Upgrades for which the Member is responsible.

Backbone Line Extension Facilities: Facilities constructed to provide electric service to a residential or commercial subdivision or industrial park.

Contribution In Aid Of Construction (CIAC): Costs paid by the Member that are associated with the construction of the Member's line extension.

Construction Credit: The investment amount that OTEC contributes towards the cost of the Member's line extension.

Directly Assigned Facilities: Required facilities located between existing OTEC Network Facilities and the Member's point of delivery for the sole use and benefit of the Member receiving service, as determined by OTEC.

Directly Assigned Facility Upgrades: Facilities upgrades, for the sole use and benefit of the Member receiving service, as determined by OTEC, that require a larger meter size/type or service for a new building where an existing building was demolished or removed.

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

Margin: 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.

Line Share: The proportional sharing of costs between Members that benefit from a line extension.

Member-Constructed Line Extension: A Member constructed line extension in accordance with Rule L.

Network Facilities: OTEC facilities that support OTEC's transmission and distribution networks for the general benefit of OTEC's and its Members.

Network Upgrades: Modifications or additions to Network Facilities that are required to serve new load requested by a Member. 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.

Residential or Commercial Subdivision, or Industrial Park: A tract of land divided into two or more lots, sites, or other divisions based on the plat approved by the applicable city or county building department, division or agency.

Salvage Value: Electrical facilities or materials deemed by OTEC to have a remaining useful life and economic value, as determined by the current average cost in OTEC's inventory system.

Temporary Service Facilities: Facilities constructed to provide electric service to a given location that is not expected to be permanent. Examples include construction sites and rock crushers.



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

**B. Preconditions of service:**

1. OTEC will provide electrical service to all Members who request service and who satisfy requirements as set by this Rule.
2. Members 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 pass inspection by the State Electrical Inspector.
3. Prior to the start of construction, 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. The Member shall be responsible for cost of Directly Assigned Facilities, Backbone Line Extension Facilities and Network Upgrades associated with added load as provided in this Rule.
2. OTEC shall pay the cost of Network Upgrades that is considered necessary for support of present and forecasted future needs of the Membership, not to exceed 150kVA of new transformer capacity. OTEC reserves the right to aggregate multiple Members' and/or requests for service into a single request. 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 downgrade, less any materials with Salvage Value.
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. Materials with Salvage Value will be calculated during final accounting. The installed facilities and 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 Rule K in order to equitably balance the interests of the Member and OTEC.

**D. Loans, credits, and refunds:**

1. OTEC Loan Program - Members may finance their respective CIAC on properties they own at a 2% interest rate with a payback period of no longer than 5 years. Temporary Service Facilities are excluded from the loan program. Monthly loan repayment amounts will be added to Member's electric billing statement. If monthly payment is insufficient to cover both loan repayment amount and electric usage, payment will be first applied to loan repayment. Contact OTEC for additional loan guidelines.  
Amounts may be borrowed up to:
  - a. Residential \$5,000
  - b. Small Commercial \$5,000
  - c. Irrigation \$10,000
  - d. Large Commercial and Industrial \$10,000




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 RULE K - ELECTRIC LINE EXTENSIONS, ALTERATIONS, AND ATTACHMENTS

2. Construction Credits – Members may receive credits for new Directly Assigned Facilities, Directly Assigned Facility Upgrades and Network Upgrades for which the Member is financially responsible. Reinstallation of services previously removed at the Member(s) request or removed as idle will not be eligible for construction credits, unless load increase requires a meter upgrade or ownership of the property has changed.

Upfront Construction credits will be applied to the cost of the work order up to the following amounts:

- a. Seasonal/RV hookup/R1 shop \$700 per meter
- b. Residential \$1,700 per meter
- c. Irrigation \$2,700 per meter less than 100 horsepower
- d. Irrigation \$4,700 per meter 100 horsepower and larger
- e. Small Commercial \$1,700 per meter
- f. Large Commercial (51kVA to 150kVA) \$2,700 per meter
- g. Large Commercial (greater than 150kVA) and Industrial – see section D3

3. Members served under the Large Power and Large Commercial rate schedule with new loads greater than 150 kVa, or anticipated to be added over a 36-month period of time from date of connected load, and involving Network Upgrade Facilities, shall receive a credit against charges associated with Network Upgrade Facilities of \$10,000 per 73,000 kWh of estimated monthly new load, up to a maximum of \$100,000.

4. If the increased load exceeds a monthly average of 73,000 kWhs (876,000 kWhs on an annual basis) and meets all of the requirements outlined in paragraph 3 of this section, 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 for each of the first five years of service if Margins to OTEC associated with its service exceed OTEC's Annual Carrying Costs for such year.

5. Installation of Temporary Service Facilities are not eligible for loans, credits or refunds pursuant to this Rule. Temporary Service Facilities that become permanent facilities may subsequently qualify for loans, credits or refunds when such facilities remain in service and are no longer deemed by OTEC to be temporary.

E. Terms and timing of payment:

1. Member(s) that request more than two estimate options for the same project, or where the preliminary estimate is over \$20,000, may require an engineering deposit of \$2,500 or 10% of the preliminary estimate, whichever is less, prior to providing a cost estimate. The engineering deposit will be credited towards the work order if the work order proceeds without cancellation. If cancellation occurs due to the estimate's valid time frame expiring (See E2) or it is cancelled per the Member's request, any unused balance of the engineering deposit will be refunded to the Member.

2. 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.

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



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

4. OTEC will develop a cost estimate for each project based on current construction prices. The cost estimate must be paid in full, less any applicable construction credits, prior to OTEC scheduling construction of the project.
5. The initial Member funding a line extension is entitled to receive a proportioned Line Share refund from new Member(s) attaching to the line extension. Such refund is limited to the next three-Members to attach to the line extension. Each attaching line extension the Member will pay 25% of the cost of the portion of line they are attaching to at a per-foot price determined by the final accounting cost of the original work order. Line Share refunds will not be available for any period greater than five years after the construction completion date for the original line extension. Line Share refund eligibility is limited to the original Member only. Line extensions that are part of an active subdivision contract are not eligible for Line Share refunds. Please refer to Exhibit 1.
6. For Directly Assigned Facilities, except Farm/Residential, costing more than \$20,000 and where the estimated cost exceeds five 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 five-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 event the Member sells the property or closes the account associated with a five-year contract prior to contract expiration, the Member will either pay the balance of the contract or provide documentation verifying the new owner assumes the contract until final payment is made. 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 averaged over a 12-month period any deficiency in the required monthly minimum contract and Electric Service charges will be billed during the month of December.
  - 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.
  - c. Estimated monthly minimum contracts will be adjusted to reflect the Final Accounting Cost.
7. Any amounts of CIAC in excess of the Final Construction Cost will be refunded by OTEC upon final accounting. Work orders with an estimated cost of \$15,000 or more will be adjusted to actual, and any deficiency will be billed to the Member. If the CIAC amount is less than the Final Construction Cost due to changes initiated by the Member or unforeseen circumstances, the difference will be billed to the Member upon final accounting. At the discretion of OTEC, overage billings may be adjusted if determined that the estimate provided by OTEC was in error.



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RULE K - ELECTRIC LINE EXTENSIONS, ALTERATIONS, AND ATTACHMENTS

F. Residential or Commercial Subdivision or Industrial Park

1. 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 Backbone shall consist of all primary and secondary voltage equipment necessary to make service available to all lots. Installation of transformers and services will be delayed until service to an individual lot is requested. Construction credits will be provided by OTEC to the developer of the Subdivision or Industrial Park when permanent power is provided to the new facility by OTEC. The original developer will receive construction credits less the cost of construction from backbone to the meter for each developed lot for a period up to ten years not to exceed the original final construction costs for the Subdivision. The developer of a Subdivision or Industrial Park 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. Please refer to exhibit 2.





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 1 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, at 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 1 year, and it is determined that Electric Service will not be required in the foreseeable future, as determined by OTEC, the service location is considered to be an idle service.

B. The member-owner of the idle service and/or facilities may request that the idle service be retained and agrees to pay OTEC the monthly Unbundled Delivery Charge as specified in the applicable rate schedule.

C. If a member-owner has not requested idle service, the facilities and service may be removed at the discretion of the Cooperative, in accordance with the regular work schedules. OTEC retains all rights to allow lines and equipment to remain, if in the opinion of OTEC, allowing the infrastructure to remain is in the best interest of OTEC.

1. If idle service equipment and facilities are not removed by OTEC and the member-owner requests at a later to date to reenergize the idle service for which they chose not to pay the current delivery charges, the member-owner will be responsible to pay the cumulative monthly Unbundled Delivery Charges for the entire period which the service has been idle prior to the cooperative reenergizing the idle service and/or facilities.

2. If the idle service location changes ownership to an unrelated third party during the idle time frame the new owner will not be responsible for the cumulative monthly Unbundled Delivery Charges. OTEC reserves the right to determine whether a new owner is a related or unrelated third party, depending on the facts and circumstances.

D. In case of an underground distribution system, the underground cable may or may not be removed according to circumstances. All other materials, including poles, may be removed.

E. 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 shall offer two types of net metering service. The first type of service, Standard Net Metering, is offered in compliance with ORS 757.300, to any Member-Generator within the OTEC Service Territory, installing Net Metering Facilities that have a generating capability of 25 kilowatts or less. In addition, OTEC shall offer Enhanced Net Metering, to Member-Generators installing Net Metering Facilities that have a generating capacity greater than 25 kilowatts, but not more than 200 kilowatts.

B. For the purposes of this Rule Q, OTEC adopts the following definitions pertaining to OTEC's Net Metering obligations, which are consistent with the definitions found in ORS 757.300:

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
- Will offset the Member-Generator's electricity requirements and may not exceed the annual energy usage.

C. OTEC shall offer two generation capacity classes for Net Metering service:

1. Standard Net Metering is available to Members generating up to twenty-five (25) kilowatts of electricity from a Net Metering Facility.
2. Expanded Net Metering is available to Members generating more than twenty-five (25) kilowatts of electricity, up to two hundred (200) kilowatts of electricity, from a Net Metering Facility.

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 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.



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, at its discretion, value the energy supplied by the Member-Generator at either OTEC's avoided cost or at its cost of wholesale generation.

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.

H. OTEC's Net Metering Service shall be available on a first come, first-served basis until fully subscribed. Once the total capacity of all of OTEC's Member net metering generation equals one-half of one (0.5%) 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 shall be responsible for the installation and costs associated with its Net Metering Facility, including costs related to any modifications to the facility that may be required by OTEC for purposes of safety, reliability, power quality and meter reading.

J. 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.

K. 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.

L. 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 SNMS, Standard Net Metering Service, or Schedule ENMS, Expanded 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 may also include charges as set forth in Schedule PCA, Power Cost Adjustment.

1. Delivery Charge, per month	\$38.50
2. Energy Charge, per kWh	\$0.07259

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 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 may 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 \$41.75
  - b. Energy Charge, per kWh \$0.04706
  - c. Demand Charge, per kWh \$2.00
2. Any month the demand charge exceeds 17 kW:
  - a. Delivery Charge, per month \$55.00
  - b. Demand Charge, per kW (all months except April) \$ 6.50
  - c. Energy Charge, per kWh \$ .04706

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 kVa of transformer size or estimated capacity if the transformer is shared, 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 may also include charges as set forth in Schedule PCA, Power Cost Adjustment.

1. Delivery Charge, per month	\$47.00
2. Energy Charge, per kWh	\$0.07612

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 kVa and less than 1,000 kVa of transformer size or estimated capacity if the transformer is shared, 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 may also include charges as set forth in Schedule PCA, Power Cost Adjustment.

1.	Delivery Charge, per month	\$95.00
2.	Demand Charge, per kW	\$ 6.50
3.	Energy Charge, per kWh	\$0.05112

D. **Minimum Monthly Bill:** Shall be the Monthly Delivery Charge plus \$1.00 per kVA of installed transformer size or estimated capacity if the transformer is shared 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 Level 3 electric vehicle quick recharging stations requiring more than 50 kVa and less than 1,000 kVa of transformer size or estimated capacity if the transformer is shared, 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. EV charging load must make up the preponderance of load on the 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 may 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     | \$0.04668 |
- D. **Minimum Monthly Bill:** Shall be the Monthly Delivery Charge plus \$1.00 per kVA of installed transformer size or estimated capacity if the transformer is shared 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. **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.
- H. **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 G4 – OTEC OWNED EV RECHARGING STATIONS

- I. Availability: Service under this schedule for electric vehicle recharging stations owned and operated by OTEC. Service is subject to the General Rules and Regulations contained within this Tariff and to the policies as established by the Board of Directors.
- J. 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.
- K. Charge:
  - 1. Connection Charge, per use \$ 3.00
  - 2. Energy Charge, per kWh \$ 0.29
- L. Minimum Monthly Bill: None
- M. Metering: OTEC will install suitable demand metering and may install power factor measuring devices for billing under this schedule.
- N. Determination of Billing Demand: None



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	\$950.00
2.	Demand Charge, per kW	\$6.50
3.	Energy Charge, per kWh	\$0.04536

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 may also include charges as set forth in Schedule PCA, Power Cost Adjustment, and included in the monthly lamprate.

	Monthly Rate Per Lamp
Sodium-Vapor and LED Lamps:	
Approximately 4,000 lumens installed (100 Watt equiv.)	\$13.29
Approximately 7,000 lumens installed (200 Watt equiv.)	\$17.67
Mercury-Vapor Lamps (new service not available):	
Approximately 8,000 lumens installed	\$15.01

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. At the end of the 5-year term, 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.



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 may also include charges as set forth in Schedule PCA, Power Cost Adjustment.

	Monthly Rate Per Lamp
Sodium-Vapor and LED Lamps:	
Approximately 17,000 lumens installed (200 Watt equiv.)	\$22.63
Approximately 41,000 lumens installed (400 Watt equiv.)	\$26.31
Mercury-Vapor Lamps (new service not available):	
Approximately 8,000 lumens installed	\$16.78

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. At the end of the 5-year term, the lighting may be removed at the Member's 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 may also include charges as set forth in Schedule PCA, Power Cost Adjustment.

Sodium-Vapor and LED Lamps:	Monthly Rate Per Lamp	
	Without Maintenance	With Maintenance
70 Watt street light	\$2.61	n/a
Approximately 7,000 lumens installed (100 Watt equiv.)	\$3.73	\$14.60
Approximately 15,000 lumens installed (175 Watt equiv.)	\$5.53	\$16.24
Approximately 17,000 lumens installed (200 Watt equiv.)	\$7.31	\$17.75
Approximately 41,000 lumens installed (400 Watt equiv.)	n/a	\$26.31

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.



SCHEDULE SNMS – STANDARD NET METERING SERVICE

A. Availability: Service under this Schedule is available to Member-Generators in accordance with OTEC Rule Q, Net Metering and 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 exceed 25 kilowatts.
3. The Net Metering Facility shall be located on the Member-Generator's Premises, shall be interconnected and operated in parallel with OTEC's existing transmission and distribution system facilities and is intended primarily to offset the Member-Generator's electricity requirements.

Monthly Billing Rate:

4. The Monthly Customer Charge shall be computed in accordance with the applicable standard rate schedule.
5. All net energy generated in excess of Member's monthly net energy consumption and supplied to OTEC's electrical supply system shall, at OTEC's discretion, be valued at OTEC's avoided cost
6. All net energy purchased from OTEC will be valued at OTEC's retail rate of the applicable standard rate schedule.

C. Capacity Allocation: Service is available on a first come, first-served basis until the Standard Net Metering Service capacity is fully allocated at which point OTEC reserves the right to limit the availability of additional Standard Net Metering Service. Net Metering Service is full allocated when the total capacity of the Standard Net Metering Member-Generators equals one-half of one percent (0.5%) of OTEC's single-hour peak load.

D. The inspection fee designated in the Schedule ESF, Electric Service Fees, shall apply.

E. OTEC shall not charge the Member-Generator a minimum 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, OTEC 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. Members will be billed the sum of all Monthly Customer Charges for any lapse in service at the time of reconnection, if disconnected and reconnected to the meter within a thirteen (13) month period from the disconnection request.





SCHEDULE ENMS – EXPANDED NET METERING SERVICE

A. Availability: Availability is in accordance with OTEC Rule Q, Net Metering, and 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 be greater than 25 kilowatts and not more than 200 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 will offset the Member-Generator's electricity requirements and may not exceed the annual energy usage.

C. Capacity Allocation: Net Metering Service is available on a first come, first-served basis, until the Net Metering Service capacity all OTEC net metering programs is fully subscribed, at which point OTEC reserves the right to limit the availability of additional Enhanced Net Metering Service. Net Metering Service is fully subscribed when the total capacity of all Member-Generators equals one-half of one percent (0.5%) of OTEC's single-hour peak load for the current or prior operating year.

Monthly Billing Rate:

1. The Monthly Customer 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, at OTEC's discretion, be valued at OTEC's avoided cost. 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.
4. A generation service charge computed by multiplying the nameplate rating of the generator in kilowatts by \$2.00. This charge will be adjusted as OTEC costs are determined.

D. The inspection fee designated in the Schedule ESF, Electric Service Fees, shall apply.

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



SCHEDULE PPS - PREPAYMENT SERVICES

A. Availability: Service under this schedule is available to residential 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. Security deposits are not typically required to set up prepayment services.
2. A remote disconnect device will be installed at no cost to the member, if required.
3. Members who have past due energy balances at the time of application may be considered for a prepayment debt management plan.
4. 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.
5. 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.
6. The minimum credit balance to establish a prepayment account is \$25.00.
7. To re-establish prepayment services after disconnection has occurred, a minimum balance of \$25.00 is required.
8. Services remaining disconnected for longer than seven calendar days will be removed from prepayment services.
9. 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.
10. The enrolled member is subject to all other conditions, services and other fees as defined by the tariff.

C. Monthly Billing Rate:

- a. 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	\$0.0
IR	\$0.0
G1	\$0.0
C2	\$0.0
LP	\$0.0



SCHEDULE ESF - ELECTRIC SERVICE FEES

A.	New Member Service Fee per meter:	
	Residential and Small Commercial	\$45.00
	Commercial, Industrial, and Irrigation	\$70.00
B.	New Membership Fee:	\$.01
C.	Non-Pay Reconnect Fee per meter:	
	Reconnect Fee	\$75.00
	After Hours Field Visit	\$250.00
D.	Other fees:	
	Late Payment Fee	1½ percent per month on the past due balance
	<u>Service Tampering Fee</u>	\$100.00
	*Tampering with OTEC electrical equipment will incur the service tampering fee plus the cost of OTEC equipment replacement, equipment testing and repairs, site-visit time, and estimated kWh loss. OTEC will press charges in all cases of tampering with electrical equipment.	
	Special Meter Test Fee	\$75.00
	Net Metering Inspection Fee	\$60.00
	Current Unbundled Delivery Charge per meter:	
	Farm and Residential Service	\$39.86/meter
	Small Irrigation Service	\$32.21/meter
	Large Irrigation Service	\$150.10/meter
	Commercial Service	\$57.71/meter
	Large Commercial Service	\$268.15/meter
	Large Power Service	\$4,782.53/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
Vacate Research (after the first hour)	\$60.00/hour
Real estate document preparation and recording per transaction	\$150.00

\*Multiple metered locations are charged one (1) Connect Fee for up to 5 meters that are located within a ¼ mile from the first meter.

If a field visit is not required, multiple metered locations are charged on (1) Connect Fee for up to 10 meters