

**SCHEDULE 591
STREET AND HIGHWAY LIGHTING
DIRECT ACCESS SERVICE**

AVAILABLE

In all territory served by the Company.

APPLICABLE

To municipalities or agencies of federal or state governments purchasing Direct Access for lighting service utilizing Company approved streetlighting equipment for public streets and highways and public grounds where funds for payment of Electricity are provided through taxation or property assessment.

CHARACTER OF SERVICE

From dusk to dawn daily, controlled by a photoelectric control to be mutually agreeable to the Customer and Company for an average of 4,100 hours annually. (C)

LUMINAIRE SERVICE OPTIONS - The Company offers the following Luminaire Service Options at the applicable rates specified herein.

The Customer will elect the Luminaire Service Option at the time of initial luminaire installation.

Option A - Luminaire

Option A provides electricity service to luminaires that are purchased, owned, and maintained by the Company with attachment to Company-owned poles at the monthly Option A rate applicable to the installed type of light.

Maintenance Service under Option A

Includes preventative group lamp replacement and glassware cleaning subject to the Company's operating schedule.

Emergency Lamp Replacement and Luminaire Repair

The Company will repair or replace inoperable luminaires as soon as reasonably possible, subject to the Company's operating schedule, following actual knowledge of an inoperable luminaire. "Actual knowledge" for these purposes requires notification to PGE's Customer Service or PGE's Outdoor Lighting Services⁽¹⁾ department by the Customer, a member of the public, or a PGE employee performing luminaire replacement work. PGE has no obligation for repair or replacement of inoperable luminaires other than as described in this section of the tariff.

(1) Contact PGE's Outdoor Lighting Services at 503-736-5710, PGE's Customer Service 503-228-6322 or 1- 800-542-8818, or www.portlandgeneral.com to report an inoperable streetlight.

SCHEDULE 591 (Continued)

LUMINAIRE SERVICE OPTIONS (Continued)

Option A - Luminaire (Continued)

The Customer is responsible for repair or replacement of luminaires and circuits damaged as a result of rotted wood poles owned by the Customer.

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The Company may remove or discontinue service to any luminaire and related equipment that has become unsafe or unsatisfactory for further service by reason of deterioration, storm, flood, and lightning, proximity to interference by trees or structures, or other causes as determined by the Company. The Company will notify the Customer as soon as reasonably practical of any such service discontinuation and luminaire replacement schedule.

Option B - Luminaire

Option B provides electricity service to Customer purchased and owned luminaires at the monthly Option B rate applicable to the installed type of light.

The Company does not at any time assume ownership of Option B luminaires.

As defined herein, the Company provides for maintenance only to luminaires and related equipment at the applicable monthly Option B rate. The Company will replace non-repairable Option B luminaires for which the Customer is charged and billed the appropriate replacement costs ⁽¹⁾, in addition to the applicable monthly Option B rate.

Maintenance Service under Option B

Includes preventative group lamp replacement and glassware cleaning subject to the Company's operating schedule.

Maintenance under Option B luminaires specifically does not include replacement of failed or failing ballasts or replacement of luminaires that are deemed inoperable due to general deterioration, lack of replacement parts, or replacement of parts associated with Emergency Repair that will not bring the unit into operable status. Such inoperable luminaires will be designated as non-repairable luminaires. This exclusion does not include replacements of Power Doors where the Customer is qualified and paying the applicable Cobrahead Power Door rate. In addition, Maintenance under Option B luminaires excludes maintenance related to vegetation management, luminaire relocation or modification of the luminaire (such as adding light shields).

(1) Replacement costs include: Installation Labor + Material costs and loading + Removal Labor = total billable charges. For applicable labor rates, refer to page 591-6 of this Schedule.

SCHEDULE 591 (Continued)

LUMINAIRE SERVICE OPTIONS (Continued)

Option B - Luminaire (continued):

Emergency Lamp Replacement and Luminaire Repair

The Company will repair or replace damaged luminaires that have been deemed inoperable due to the acts of vandalism, damage claim incidences and storm related events that cause a luminaire to become inoperable.

Without obligation or notice to the Customer, individual lamps will be replaced on burnout as soon as reasonably possible subject to the Company's operating schedule, following actual knowledge of an inoperable luminaire. "Actual knowledge" for these purposes requires notification to PGE's Customer Service or PGE's Outdoor Lighting Services⁽¹⁾ department by the Customer, a member of the public, or a PGE employee performing luminaire replacement work. PGE has no obligation for repair or replacement of inoperable luminaires other than as described in this section of the tariff.

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Non-operating luminaires will be repaired by the Company without additional charge to the Customer only when the luminaire can be restored to operable status by repair or replacement of certain failed parts including the lamp, power door (if applicable), photoelectric controller, starter and lens. If repair efforts by the Company do not result in an operable luminaire, the luminaire will be designated as non-repairable and replaced, the cost of such replacement is the responsibility of the Customer.

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Special Provisions for Option B Luminaire Maintenance

1. Non-repairable luminaires will be replaced with in-kind equipment, except as provided below, by the Company on the Company's schedule. Replacement is limited to Company-approved equipment at the date of installation, for which the Customer is charged and billed the appropriate prevailing costs upon completion of the work. The Company will provide to the Customer, subsequent to the luminaire replacement, a cost itemization of amounts to be paid by the Customer and additional information specifying luminaire location, age, repair history, replacement luminaire type, and reason for designation as non-repairable luminaire. The Company is not obligated to notify the Customer prior to replacement nor retain the replaced non-repairable luminaire.
2. The Company may discontinue service to Option B luminaires and related equipment, which in the opinion of the Company have become unsafe or unsatisfactory for further service by reason of deterioration, storm, flood, lightning, proximity to or unsafe interference by trees or structures or other causes. The Company will notify the Customer of such discontinuance of service.
3. If damage occurs to any streetlight more than two times in any 12-month period measured from the first incidence of damage that requires replacement, the Customer will then pay for future installations or mutually agree with the Company and pay to have the pole either completely removed or relocated.

1) Contact PGE's Outdoor Lighting Services at 503-736-5710, PGE's Customer Service 503-228-6322 or 1- 800-542-8818, or www.portlandgeneral.com to report an inoperable streetlight.

SCHEDULE 591 (Continued)

LUMINAIRE SERVICE OPTIONS (Continued)

Option C – Luminaire

Option C provides electricity service to luminaires that are purchased, owned and maintained by the Customer and installed on Customer-owned poles. As a condition to the election of Option C, Customer is responsible for ensuring that all new underground service installations of Option C luminaires are isolated by a disconnect switch or fuse. Both the equipment used to isolate the luminaire and its location must be approved by the Company.

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Maintenance Service under Option C

The Company does not maintain Customer-purchased lighting when mounted on Customer-owned poles. Such maintenance and service is the sole responsibility of the Customer.

Special Provisions for Option B to Option C Luminaire Conversion and Future Maintenance Election

1. The Company will, with not less than 180 days written notice from the Customer (the requesting municipality) and subject to completion of all conditions necessary to finalize such election, convert the entirety of the Customer's lighting service under Option B luminaire lighting rates to the equivalent Option C luminaires lighting rates (with respect to Monthly kWh usage) including Option B luminaires attachment to Company-owned poles.
2. Upon such conversion, the Customer will assume all on-going maintenance responsibilities for the luminaires and associated circuits in accordance with this schedule's provisions for Option C luminaires. The Customer may not require that the Company provide new Option B lighting following the conversion to Option C luminaires. The Customer must notify and inform all affected residents of the conversion that all maintenance and repair services are the sole responsibility of the Customer, and not the Company.
3. The Customer may choose the Schedule 91 Option B to Schedule 95 Option C Luminaire Conversion and Future Maintenance Election as described in Schedule 95 if converting to Schedule 95 Option C luminaires and the above notice has not been given.

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SCHEDULE 591 (Continued)

STREETLIGHT POLES SERVICE OPTIONS

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Option A – Poles

Option A provides for Company purchased and owned streetlight poles.

Pole Maintenance under Option A

Maintenance of Option A poles includes straightening of leaning poles, the replacement of rotted wood poles no longer structurally sound or any pole, which by definition, has reached its natural end of life at no additional charge to the customer. Pole maintenance does not include painting of fiberglass, or painting, staining, treating or testing wood poles

Emergency Pole Replacement and Repair

The Company will repair or replace structurally unsound poles at no additional cost to the customer.

Without notice to the Customer, individual poles that are damaged or destroyed by unexpected events will be replaced on determination that the pole is unfit for further use as soon as reasonably possible. Replacement is and subject to the Company's operating schedules and requirements and at no additional charge to the Customer.

Option B - Poles

Option B provides for Customer purchased and owned streetlight poles. The Company does not, at any time, assume ownership of Option B streetlight poles.

Maintenance Service under Option B

The Company provides for maintenance only as defined herein to Customer purchased and owned poles and related equipment at the applicable monthly Option B rate and subject to the Company's operating schedules and requirements.

Maintenance of Option B poles includes straightening of leaning poles.

Pole maintenance does not include painting of fiberglass, or painting, staining, treating or testing wood poles, nor does maintenance of Option B poles include replacement of rotted wood poles no longer structurally sound, or any pole which by definition has reached its natural end of life.

Upon Customer request, the Company may install and replace Option B poles that have reached their natural end of life. All costs associated to the installation and removal of any pole is the sole responsibility of the Customer, in addition to the applicable monthly Option B rate.

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SCHEDULE 591 (Continued)

STREETLIGHT POLES SERVICE OPTIONS (Continued)

Option B – Pole maintenance (Continued)

Emergency Pole Replacement and Repair

The Company will repair or replace damaged streetlight poles that have been damaged due to the acts of vandalism, damage claim incidences and storm related events that cause a pole to become structurally unsound at no additional cost to the customer.

Without notice to the Customer, individual poles that are damaged or destroyed by unexpected events will be replaced on determination that the pole is unfit for further use as soon as reasonably possible. Replacement is subject to the Company's operating schedules and requirements.

Special Provisions for Option B - Poles

1. If damage occurs to any streetlighting pole more than two times in any 12-month period measured from the first incidence of damage that requires replacement, the Customer will be responsible to pay for future installations or mutually agree with the Company and pay to have the pole either completely removed or relocated.
2. Non-Standard or Custom poles are provided at the Company's discretion to allow greater flexibility in the choice of equipment. The Company will not maintain an inventory of this equipment and thus delays in maintenance may occur. The Company will order and replace the equipment subject to availability since non-standard and custom equipment is subject to obsolescence. The Customer will pay for any additional cost to the Company for ordering non-standard equipment.

MONTHLY RATE

The service rates for Option A and B lights include the following charges for each installed luminaire based on the Monthly kWhs applicable to each luminaire.

<u>Distribution Charge</u>	6.259 ¢ per kWh	(R)
<u>Energy Charge</u>	Provided by Electricity Service Supplier	

NOVEMBER ELECTION WINDOW

The November Election Window begins at 2:00 p.m. on November 15th (or the following business day if the 15th falls on a weekend or holiday). The November Election Window will remain open until 5:00 p.m. at the close of the fifth consecutive business day.

During a November Election Window, a Customer may notify the Company of its choice to change to any service options for an effective date of January 1st. Customers may notify the Company of a choice to change service options using the Company's website, PortlandGeneral.com/business

SCHEDULE 591 (Continued)

REPLACEMENT OF NON-REPAIRABLE LUMINAIRES INSTALLATION LABOR RATES

Labor Rates	Straight Time	Overtime ⁽¹⁾	
	\$169.00 per hour	\$254.00 per hour	(I)

(1) Per Article 20.2 of the Collective Bargaining Agreement Union No. 125 Contract, overtime is paid at the Overtime Rate for a minimum of one hour.

**RATES FOR STANDARD LIGHTING
High-Pressure Sodium (HPS) Only – Service Rates**

<u>Type of Light</u>	<u>Watts</u>	<u>Nominal Lumens</u>	<u>Monthly kWh</u>	<u>Monthly Rates</u>		
				<u>Option A</u>	<u>Option B</u>	<u>Option C</u>
Cobrahead Power Doors **	70	6,300	30	*	\$3.17	\$1.88
	100	9,500	43	*	3.98	2.70
	150	16,000	62	*	5.18	3.89
	200	22,000	79	*	6.27	4.95
	250	29,000	102	*	7.69	6.39
	400	50,000	163	*	11.56	10.22
Cobrahead, Non-Power Door	70	6,300	30	\$6.74	3.39	1.88
	100	9,500	43	7.56	4.21	2.70
	150	16,000	62	8.87	5.42	3.89
	200	22,000	79	10.69	6.53	4.95
	250	29,000	102	12.01	7.95	6.39
	400	50,000	163	15.91	11.79	10.22
Flood	250	29,000	102	12.30	7.99	6.39
	400	50,000	163	16.13	11.82	10.22
Early American Post-Top	100	9,500	43	7.94	4.26	2.70
Shoebox (Bronze color, flat Lens, or drop lens, multi-volt)	70	6,300	30	8.06	3.57	1.88
	100	9,500	43	8.57	4.35	2.70
	150	16,000	62	10.08	5.58	3.89

* Not offered.

** Service is only available to customers with total power doors luminaires in excess of 2,500.

SCHEDULE 591 (Continued)

RATES FOR STANDARD POLES

<u>Type of Pole</u>	<u>Pole Length (feet)</u>	Monthly Rates		
		<u>Option A</u>	<u>Option B</u>	
Fiberglass, Black, Bronze or Gray	20	\$4.83	\$0.15	(I)
Fiberglass, Black or Bronze	30	7.48	0.24	
Fiberglass, Gray	30	8.11	0.26	
Fiberglass, Smooth, Black or Bronze	18	5.08	0.16	
Fiberglass, Regular	18	4.24	0.13	
Black, Bronze, or Gray	35	7.56	0.24	
		5.32	0.17	(I)
Wood, Standard	30 to 35			
Wood, Standard	40 to 55	6.32	0.20	(R)

RATES FOR CUSTOM LIGHTING

<u>Type of Light</u>	<u>Watts</u>	<u>Nominal Lumens</u>	<u>Monthly kWh</u>	Monthly Rates			
				<u>Option A</u>	<u>Option B</u>	<u>Option C</u>	
Special Acorn-Types							
HPS	100	9,500	43	\$11.20	\$4.65	\$2.70	(I)
HADCO Victorian, HPS	150	16,000	62	12.39	5.84	3.89	
	200	22,000	79	14.12	6.99	4.95	
	250	29,000	102	15.56	8.43	6.39	
HADCO Capitol Acorn, HPS	100	9,500	43	14.80	5.12	2.70	
	150	16,000	62	14.72	6.14	3.89	
	200	22,000	79	15.79	7.21	4.95	
	250	29,000	102	17.22	8.64	6.39	
Special Architectural Types							
HADCO Independence, HPS	100	9,500	43	11.35	4.66	2.70	
	150	16,000	62	12.54	5.85	3.89	
HADCO Techtra, HPS	100	9,500	43	19.70	5.76	2.70	
	150	16,000	62	20.67	6.92	3.89	
	250	29,000	102	23.00	9.40	6.39	
HADCO Westbrooke, HPS	70	6,300	30	12.93	4.16	*	
	100	9,500	43	13.33	4.92	2.70	(I)

* Not offered.

SCHEDULE 591 (Continued)

RATES FOR CUSTOM LIGHTING (Continued)

<u>Type of Light</u>	<u>Watts</u>	<u>Nominal Lumens</u>	<u>Monthly kWh</u>	<u>Monthly Rates</u>			
				<u>Option A</u>	<u>Option B</u>	<u>Option C</u>	
HADCO Westbrooke, HPS	150	16,000	62	\$19.07	\$6.70	\$3.89	(I)
	200	22,000	79	15.76	7.20	4.95	
	250	29,000	102	17.77	8.71	6.39	
Special Types							
Flood, Metal Halide	350	30,000	139	14.64	10.46	8.71	
Flood, HPS	750	105,000	285	26.99	20.70	17.87	
Option C Only **							
Ornamental Acorn Twin	85	9,600	64	*	*	4.01	
Ornamental Acorn	55	2,800	21	*	*	1.32	
Ornamental Acorn Twin	55	5,600	42	*	*	2.63	
Composite, Twin	140	6,815	54	*	*	3.39	
	175	9,815	66	*	*	4.14	(I)

RATES FOR CUSTOM POLES

<u>Type of Pole</u>	<u>Pole Length (feet)</u>	<u>Monthly Rates</u>		
		<u>Option A</u>	<u>Option B</u>	
Aluminum, Regular	25	\$10.73	\$0.34	(I)
	30	11.52	0.37	(I)
	35	12.80	0.41	(R)
Aluminum Davit	25	10.77	0.34	(I)
	30	11.34	0.36	
	35	12.49	0.40	
	40	16.42	0.52	
Aluminum Double Davit	30	15.47	0.49	
Aluminum, Fluted Ornamental	14	9.64	0.31	(I)

* Not offered.

** Rates are based on current kWh energy charges.

SCHEDULE 591 (Continued)

RATES FOR CUSTOM POLES (Continued)

<u>Type of Pole</u>	<u>Pole Length</u> (feet)	Monthly Rates		
		<u>Option A</u>	<u>Option B</u>	
Aluminum, Smooth Techtra Ornamental	18	19.96	0.63	(C)
Aluminum, Fluted Ornamental	16	10.39	0.33	
Aluminum, Double-Arm, Smooth Ornamental	18	14.15	0.45	(N)
Aluminum, Fluted Westbrooke	18	19.32	0.61	(C)
Aluminum, Smooth Westbrooke	18	19.91	0.63	(C)
Fiberglass, Fluted Ornamental Black	14	11.18	0.35	
Fiberglass, Anchor Base, Gray or Black	35	13.12	0.42	
Fiberglass, Anchor Base (Color may vary)	25	10.37	0.33	(N)
	30	10.42	0.33	(N)

SERVICE RATE FOR OBSOLETE LIGHTING

The following equipment is not available for new installations under Options A and B. To the extent feasible, maintenance will be provided. Obsolete Lighting will be replaced with the Customer's choice of Standard or Custom equipment. The Customer will then be billed at the appropriate Standard or Custom rate. If an existing mercury vapor luminaire requires the replacement of a ballast, the unit will be replaced with a corresponding HPS unit.

<u>Type of Light</u>	<u>Watts</u>	<u>Nominal Lumens</u>	<u>Monthly kWh</u>	Monthly Rates		
				<u>Option A</u>	<u>Option B</u>	<u>Option C</u>
Cobrahead, Metal Halide	150	10,000	60	\$9.15	\$5.55	\$3.76
Cobrahead, Mercury Vapor	100	4,000	39	*	*	2.44
	175	7,000	66	8.96	5.61	4.14
	250	10,000	94	*	*	5.89
	400	21,000	147	14.97	10.81	9.22
	1,000	55,000	374	29.43	25.31	23.45
Holophane Mongoose,	150	16,000	62	12.78	5.89	3.89
HPS	250	29,000	102	14.73	8.32	*

* Not offered.

SCHEDULE 591 (Continued)

SERVICE RATE FOR OBSOLETE LIGHTING (Continued)

<u>Type of Light</u>	<u>Watts</u>	<u>Nominal Lumens</u>	<u>Monthly kWh</u>	<u>Monthly Rates</u>		
				<u>Option A</u>	<u>Option B</u>	<u>Option C</u>
Special Box Similar to GE "Space-Glo"						
HPS	70	6,300	30	\$7.71	*	*
Mercury Vapor	175	7,000	66	9.93	\$5.71	\$4.14
Special box, Anodized Aluminum						
Similar to GardCo Hub						
HPS	Twin 70	6,300	60	*	*	3.76
	70	6,300	30	*	*	1.88
	100	9,500	43	*	4.60	2.70
	150	16,000	62	*	5.81	3.89
	250	29,000	102	*	*	6.39
	400	50,000	163	*	*	10.22
Metal Halide	250	20,500	99	*	7.46	6.21
	400	40,000	156	*	11.03	*
Cobrahead, Metal Halide	175	12,000	71	*	6.11	4.45
Flood, Metal Halide	400	40,000	156	15.89	11.59	9.78
Cobrahead, Dual Wattage HPS						
70/100 Watt Ballast	100	9,500	43	*	4.23	*
100/150 Watt Ballast	100	9,500	43	*	4.23	*
100/150 Watt Ballast	150	16,000	62	*	5.44	3.89
Special Architectural Types						
KIM SBC Shoebox, HPS	150	16,000	62	*	6.28	3.89
KIM Archetype, HPS	250	29,000	102	*	8.83	6.39
	400	50,000	163	*	12.35	10.22

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* Not offered

SCHEDULE 591 (Continued)

SERVICE RATE FOR OBSOLETE LIGHTING (Continued)

<u>Type of Light</u>	<u>Watts</u>	<u>Nominal Lumens</u>	<u>Monthly kWh</u>	<u>Monthly Rates</u>		
				<u>Option A</u>	<u>Option B</u>	<u>Option C</u>
Special Acorn-Type, HPS	70	6,300	30	\$10.41	\$3.86	*
Special GardCo Bronze Alloy						
HPS	70	5,000	30	*	*	\$1.88
Mercury Vapor	175	7,000	66	*	*	4.14
Early American Post-Top, HPS						
Black	70	6,300	30	7.06	3.38	1.88
Rectangle Type	200	22,000	79	*	*	4.95
Incandescent	92	1,000	31	*	*	1.94
	182	2,500	62	*	*	3.89
Town and Country Post-Top						
Mercury Vapor	175	7,000	66	9.33	5.65	4.14
Flood, HPS	70	6,300	30	6.65	3.30	*
	100	9,500	43	7.45	4.22	2.70
	200	22,000	79	10.90	6.59	4.95
Cobrahead, HPS						
Power Door	310	37,000	124	13.75	9.69	7.77
Special Types Customer-Owned & Maintained						
Ornamental, HPS	100	9,500	43	*	*	2.70
Twin ornamental, HPS	Twin 100	9,500	86	*	*	5.39
Compact Fluorescent	28	N/A	12	*	*	0.75

(I) _____ (I)

* Not offered.

SCHEDULE 591 (Continued)

RATES FOR OBSOLETE LIGHTING POLES

<u>Type of Pole</u>	<u>Poles Length (feet)</u>	Monthly Rates		
		<u>Option A</u>	<u>Option B</u>	
Aluminum Post	30	\$6.52	*	(I)
Aluminum, Painted Ornamental	35	*	\$0.97	
Aluminum, Regular	16	6.52	0.21	
Bronze Alloy GardCo	12	*	0.19	
Concrete, Ornamental	35 or less	10.73	0.34	
Fiberglass, Direct Bury with Shroud	18	7.65	0.24	
Steel, Painted Regular **	25	10.73	0.34	
Steel, Painted Regular **	30	11.52	0.37	
Steel, Unpainted 6-foot Mast Arm **	30	*	0.36	
Steel, Unpainted 6-foot Davit Arm **	30	*	0.36	
Steel, Unpainted 8-foot Mast Arm **	35	*	0.40	
Steel, Unpainted 8-foot Davit Arm **	35	*	0.40	
Wood, Laminated without Mast Arm	20	4.83	0.15	
Wood, Laminated Street Light Only	20	4.83	*	
Wood, Curved Laminated	30	6.66	0.24	
Wood, Painted Underground	35	5.32	0.17	(I)

* Not offered.

** Maintenance does not include replacement of rusted steel poles.

SERVICE RATES FOR ALTERNATIVE LIGHTING

The purpose of this series of luminaires is to provide lighting utilizing the latest in technological advances in lighting equipment. The Company does not maintain an inventory of this equipment, and so delays with maintenance are likely. This equipment is more subject to obsolescence since it is experimental and yet to be determined reliable or cost effective. The Company will order and replace the equipment subject to availability.

<u>Type of Light</u>	<u>Watts</u>	<u>Nominal Lumens</u>	<u>Monthly kWh</u>	Monthly Rates			
				<u>Option A</u>	<u>Option B</u>	<u>Option C</u>	
Special Architectural Types Including Philips QL Induction Lamp Systems							
HADCO Victorian, QL	85	6,000	32	*	\$2.71	\$2.01	(I)
	165	12,000	60	*	4.59	3.76	
	165	12,000	60	\$21.81	4.84	3.76	(I)

SCHEDULE 591 (Continued)

SPECIALTY SERVICES OFFERED

Upon Customer request and subject to the Company's operating constraints, the Company will provide the following streetlighting services based on the Company's total costs including Company indirect charges:

- . Trimming of trees adjacent to streetlight equipment and circuits.
- . Arterial patrols to ensure correct operation of streetlights.
- . Painting or staining of wood and steel streetlight poles.

(D)

ESS CHARGES

In addition to the above charges, the Customer is subject to charges from its serving ESS for Electricity, transmission and other services as well as any other charges specified in the service agreement between the Customer and the ESS. If the Customer chooses to receive an ESS Consolidated Bill, the Company's charges for Direct Access Service are not required to be separately stated on an ESS Consolidated Bill.

ADJUSTMENTS

Service under this schedule is subject to adjustments approved by the Commission. Adjustments include those summarized in Schedule 100.

SPECIAL CONDITIONS

1. The Company may periodically offer temporary or experimental lighting equipment that is not otherwise listed in this rate schedule. Temporary or experimental lighting will be offered at a billing rate based on approved prices for near equivalent lighting service equipment. The use of temporary or experimental lighting will be for a limited duration not to exceed one year at which time the lighting service equipment will either be removed or the Company will file with the Commission to add the luminaire type to this rate schedule.
2. Customer is responsible for the cost associated with trenching, boring, conduit and restoration required for underground service to streetlighting.
3. Unless otherwise specifically provided, the location of Company-owned streetlighting equipment and poles may be changed at the Customer's request and upon payment by the Customer of the costs of removal and reinstallation.
4. If Company-owned streetlighting equipment or poles are removed at the Customer's request, a charge will be made consisting of the estimated original cost, less depreciation, less salvage value, plus removal cost. This provision does not pertain to the sale of Company-owned equipment. This condition applies if a Customer's selection of service under this Schedule requires the removal of Company-owned streetlighting equipment or poles.

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SCHEDULE 591 (Continued)

SPECIAL CONDITIONS (Continued)

5. If circuits or poles not already covered under Special Condition 2 or 3 are removed or relocated at the Customer's request, the Customer is responsible for all associated costs for labor and materials incurred when fulfilling this request.
6. For Option C lights: The Company does not provide the circuit on new installations. (C)
7. For Option C lights in service prior to January 31, 2006: When the Company furnishes Electricity to luminaires owned and maintained by the Customer and installed on Customer-owned poles that are not included in the list of equipment in this schedule, usage for the luminaire will be estimated by the Company. When the Customer and the Company cannot agree, the Commission will determine the estimate usage.
8. For Option A and Option B lights: The Company shall not be liable when either (i) the luminaires become inoperable or (ii) repair or replacement of inoperable luminaires is delayed or prevented; provided that, such inoperability of the luminaires or delay or prevention of repair or replacement is due to any cause beyond the Company's control, or that otherwise could not reasonably be foreseen or guarded against including but not limited to such causes as: strikes, lockouts, labor troubles, riots, insurrection, war, acts of God, extreme weather conditions, access to equipment, or the like.
9. For Option C lights: The Customer must ensure that (i) all maintenance and other work associated with this schedule is in compliance with the applicable requirements of OSHA, OPUC Safety Rules, the NESC and/or NEC and (ii) that all such work is performed by a Qualified Worker. A "Qualified Worker" means one who is knowledgeable about the construction and operation of the electric power generation, transmission, and distribution equipment as it relates to his or her work, along with the associated hazards, as demonstrated by satisfying the qualifying requirements for a "qualified person" or "qualified employee" with regard to the work in question as described in 29 CFR 1910.269 effective January 31, 1994, as it may be amended from time to time. In this case, a Qualified Worker is a journeyman lineman, or someone who has the equivalent training, expertise and experience to perform journeyman lineman work.

SCHEDULE 591 (Continued)

SPECIAL CONDITIONS (Continued)

10. Indemnity:

- a. For Option A lights: To the extent permitted by the Oregon Constitution and subject to the limits of the Oregon Tort Claims Act, the Customer shall hold the Company harmless and indemnify it for any and all third-party claims, actions, liability, costs, and expense by reason of injury to or death of persons or damage to property arising or resulting from any negligent acts or omissions or willful misconduct of the Customer, its officers, employees, or agents that arise under this Schedule, including but not limited to the street lighting requested by Customer, its officers, employees, or agents under this Schedule or the associated lighting levels. The Company shall hold Customer harmless and indemnify it for any and all third-party claims, actions, liability, costs, and expense by reason of injury to or death of persons or damage to property arising or resulting from any negligent acts or omissions or willful misconduct of the Company, its officers, employees, or agents that arise under this Schedule.
- b. For Option B lights: To the extent permitted by the Oregon Constitution and subject to the limits of the Oregon Tort Claims Act, the Customer shall hold the Company harmless and indemnify it for any and all third-party claims, actions, liability, costs, and expense by reason of injury to or death of persons or damage to property arising or resulting from any negligent acts or omissions or willful misconduct of the Customer, its officers, employees, or agents that arise under this Schedule, including but not limited to the street lighting requested by Customer, its officers, employees, or agents under this Schedule or the associated lighting levels or Customer's failure to comply with any of its obligations under Special Condition 10.d. below. The Company shall hold Customer harmless and indemnify it for any and all third-party claims, actions, liability, costs, and expense by reason of injury to or death of persons or damage to property arising or resulting from any negligent acts or omissions or willful misconduct of the Company, its officers, employees, agents, or contractors that arise under this Schedule.
- c. For Option C lights: To the extent permitted by the Oregon Constitution and subject to the limits of the Oregon Tort Claims Act, the Customer shall hold the Company harmless and indemnify it for any and all third-party claims, actions, liability, costs, and expense by reason of injury to or death of persons or damage to property arising or resulting from any negligent acts or omissions or willful misconduct of the Customer, its officers, employees, or agents that arise under this Schedule, including but not limited to the street lighting requested by Customer, its officers, employees, or agents under this Schedule or the associated lighting levels or Customer's failure to comply with any of its obligations under Special Condition 10.d. below. This paragraph applies only to Option C lights that are attached to poles owned by PGE and does not apply to Option C lights attached to poles owned by Customer.

(N)

(N)

SCHEDULE 591 (Continued)

SPECIAL CONDITIONS (Continued)

- d. For Option B and Option C lights: Customer has the obligation to ensure that any contractor performing any street or outdoor area light maintenance work or any construction associated with street or outdoor area lighting carry commercial liability insurance in an aggregate amount of \$5 million and \$2 million per occurrence and list PGE as an additional insured on the policy or policies. Customer will, at least seven (7) business days prior to the performance by a contractor of any street or outdoor area light maintenance work or any construction associated with street or outdoor area lighting, cause the contractor to furnish the Company with a certificate naming the Company as an additional insured under the contractor's commercial liability policy or policies. This paragraph shall not apply to Option C lights that are attached to poles owned by Customer.
- e. Customer will provide (i) commercial liability insurance in an aggregate amount of \$5 million and \$2 million per occurrence and list PGE as an additional insured on the policy or policies or (ii) proof of adequate self-insurance for the amounts identified. All Insurance certificates or proof of self-insurance required under this Schedule shall be sent to Portland General Electric Company, Utility Asset Management, 2213 SW 153rd, Beaverton, OR 97006. All insurance required by this Schedule, to the extent it is provided by an insurance carrier, must be provided by an insurance carrier rated "A-" VIII or better by the A.M. Best Key Rating Guide. All policies of insurance required to be carried under this Schedule shall not be cancelled, reduced in coverage or renewal refused without at least thirty (30) days' prior written notice to the Company. The insurance coverage required by this Schedule must (i) be primary over, and pay without contribution from, any other insurance or self-insurance used by the Company, and (ii) waive all rights of subrogation against the Company. Customer shall bear all costs of deductibles and shall remain solely and fully liable for the full amount of any liability to the Company that is not compensated by Customer's or contractor's insurance.
- f. The indemnifying party under this Schedule shall be liable only for third-party claims, actions, liability, costs, and expense pursuant to the terms of this Schedule and shall not be liable to the indemnified party for any of the indemnified party's special, punitive, exemplary, consequential, incidental or indirect losses or damages. For avoidance of doubt, the indemnifying party shall pay all reasonable attorneys' fees, experts' fees, and other legal expenses incurred in responding to or defending the third-party claim or action.

(N)

(N)

SCHEDULE 591 (Concluded)

SPECIAL CONDITIONS (Continued)

11. The Customer is responsible for the cost of temporary disconnection and reconnection of Electricity Service. The Customer must provide written notice to request a temporary disconnection. During the period of temporary disconnection, the Customer remains responsible for all fixed charges in this schedule except for the cost of providing energy. After one year, the disconnection may no longer be considered temporary and the facilities removed with the Customer responsible for the cost listed in Special Condition No. 3 of this schedule.
12. For Option C lights: Customer is responsible to notify the Company within 30 days of conversions to Option C lights in this Schedule. The Company will limit all billing adjustments to 30 days back. The Company will use the nearest billing cycle date for all adjustments.

(N)

(N)

TERM

(M)

Service under this schedule will not be for less than one year.

(M)