

**RULE C
CONDITIONS GOVERNING CUSTOMER
ATTACHMENT TO FACILITIES**

1. Acceptance of Electricity Service

By establishing or requesting a Service Point (SP) or by continuing an existing SP to the Company's Facilities, an owner or tenant of the property agrees to the following: (C)

- A. To be bound by the conditions of this Tariff including payment of costs for Electricity Service delivered at the rates and under the terms and conditions of this Tariff as in effect from time to time and all applicable Commission rules;
- B. To pay any costs incurred by the Company to provide Electricity Service if Electricity is taken and there is no Customer; and
- C. To have Electricity Service discontinued by the Company if there is no Customer.

2. Continuity of Electricity Service

A. Generally

Unless otherwise specified in a Customer Service Agreement, the Company intends to make Electricity Service available continuously at standard voltages on the Company's distribution system. The Company does not guarantee constant or uninterrupted delivery of Electricity, the constancy of its voltage or frequency, or against the loss or reversal of one or more phases in a three-phase service. The Company's obligation to provide or continue to provide Electricity Service is subject to the applicable provisions of this Tariff. During periods of imminent or actual system emergencies, the Company may curtail or interrupt service to the Customer in order to maintain system integrity.

B. **Short Term Emergency Curtailment**

(C)

During short term curtailment emergencies, the Company may find it necessary or prudent to protect the performance, integrity, reliability, or stability of the Company's electrical system or any electrical system with which it is interconnected by initiating an Emergency Curtailment. A system emergency includes, but is not limited to, events caused by extreme weather, the temporary loss of a major generating plant or transmission facilities, or conditions that violate the North American Reliability Corporation (NERC) standards, or conditions that violate the operating requirements set forth by the Company's Reliability Coordinator. , The Company will contact the Commission prior to an Emergency Curtailment unless circumstances deem prior notice impracticable. Upon the instigation of an Emergency Curtailment, the Company will begin complying with its Curtailment Operating Plan to restore system stability.

The Company's Curtailment Plan and underlying operating procedures include, but are not limited to, steps for implementing rotating outages. During rotating outages the Company would discontinue Electricity Service to a specific number of circuits for approximately one-hour periods. If, after the first hour, system integrity were still in jeopardy, the circuits initially curtailed would have service restored while a second block of circuits would simultaneously have service discontinued. This cycle would continue until the Company determined that system emergency conditions no longer existed. Facilities deemed necessary to public health, safety and welfare are excluded from the rotating outage, as well as feeders serving Customers participating in the Schedule 88, Load Reduction Program.

(C)

During system emergencies, Customers having their own generation facilities or access to Electricity from non-utility power sources may choose to use energy from those other sources.

The Company will not initiate its Curtailment Plan to avoid the purchase of high priced power. The Curtailment Plan is periodically updated and submitted to the Commission.

(C)

(C)

C. **Limitation of Liability**

The Company is not liable to Customers, ESSs or any other person or entity for any interruption, suspension, curtailment or fluctuation in Electricity Service, or for any loss or damage caused thereby, resulting from:

- 1) Causes beyond the Company's reasonable control;
- 2) Repair, maintenance, improvement, renewal, or replacement of Facilities, or any discontinuance of service that the Company determines is necessary to permit repairs or changes to its Facilities or to eliminate the possibility of injuries to persons or damage to the Company's property or property of others. To the extent practical, such work will be done in a manner that will minimize inconvenience to the Customer, and whenever practical and applicable, the Customer will be given reasonable notice of such work, repairs, or changes;
- 3) An ESS's failure to abide by the terms of the ESS Service Agreement or the Tariff;
- 4) Automatic or manual actions taken by the Company, including but not limited to Emergency Curtailments, that in its opinion, are necessary or prudent to protect the performance, integrity, reliability, or stability of the Company's electrical system or any electrical system with which it is interconnected; and
- 5) Actions taken by the Company to curtail Electricity use at times of anticipated resource deficiency in accordance with the applicable provisions of this Tariff.

D. **Company's Right to Remove Facilities**

The Company may remove its Facilities as specified in a Customer Service Agreement or when no longer used.

E. **No Customer**

The Company may refuse to maintain Facilities in place or to continue the availability of Electricity Service at any Premises for which the Company has No Customer.

3. **Delivery Voltages**

A. **Generally**

Electricity delivered under this Tariff is provided at alternating current, 60 hertz, single- or three-phase, at one of the following standard voltages:

B. **Secondary Voltages**

1) **Generally**

Single-phase, 120/240 volts, 3-wire, grounded
Single-phase, 240/480 volts, 3-wire, grounded
Three-phase, 208/120 volts, 4-wire, grounded wye
Three-phase, 240/120 volts, 4-wire, grounded delta
Three-phase, 480/277 volts, 4-wire, grounded wye
Three-phase, 480/240 volts, 4-wire, grounded delta

2) **In Some Locations**

Single-phase, 480 volts, 2-wire (no new service)
Single-phase, 120/208 volts, 3-wire
Three-phase, 240 volts, 3-wire (no new service)
Three-phase, 480 volts, 3-wire (no new service)

C. **Primary Voltages**

1) **Generally**

Three-phase, 12,470/7,200 volts, 4-wire, grounded

2) **In Some Locations**

Three-phase 34,500/19,918 volts, 4-wire grounded service
11,400/6,660 volts, 4-wire, grounded service and 11,100/6,480 volts,
4-wire grounded service

(New installations will not be supplied at 2,400 or
4,160/2,400 volts.)

D. **Subtransmission Voltage**

At 59.8-kV, voltage range is: 57.62-kV to 63.68-kV

At 115-kV, voltage range is: 112.10-kV to 123.90-kV

E. **Selection of Voltage Furnished**

The voltage to be furnished is at the Company's option and will depend upon the characteristics of the Company's distribution system near the SP, the applicable rate schedule and the Customer's service requirements. (C)

4. **Conditions for Receiving Service**

A. **Generally**

This section describes the physical and technical requirements necessary to interconnect the Company's Facilities with the SP. (C)

B. **Rights-of-Way and Access**

The Customer must provide, without cost to the Company, all rights-of-way and easements on the Premises to be served for the construction, maintenance, repair, replacement, or use of any or all Facilities necessary or convenient for the supply of Electricity. The Customer must grant the Company free and unrestricted access to the Premises at all reasonable times for purposes of reading meters, trimming trees, and inspecting, testing, repairing, removing or replacing any or all Facilities of the Company.

C. **Customer-Supplied Equipment**

1) **Customer's Responsibility**

The Customer will, at the Customer's risk and expense, furnish, install, inspect, and maintain in a safe condition all wiring, equipment, apparatus, protective devices, raceways, and enclosures which may be required beyond the SP for receiving and using Electricity. The Company may, at its option, install and maintain Facilities beyond the SP where deemed necessary to provide adequate Electricity Service. (C)

2) **Conformance with Codes**

Before the Company will provide Electricity Service, the Customer's wiring and equipment must conform to applicable municipal, county and state requirements, and to accepted standards of the National Electrical Safety Code, the National Electric Code, the Company's published "Electric Service Requirements and Guidelines," and Company standards and practices. As required by law, the Customer or its agent must obtain a certificate of electrical inspection before the Company will provide Electricity Service. (C)

3) **Company's Right to Inspect**

The Company has the right, but is not obligated, to inspect any Customer-owned installation, including all wiring, conduit, meter-bases or supporting equipment up to the electric meter and/or SP, at any reasonable time.

(C)

4) **Effect of Customer's Load**

The Customer must reasonably balance load between phases of a three-phase service or between ungrounded conductors of a single-phase, three-wire service. The Customer's equipment must not cause excessive voltage fluctuations on the Company's lines. The Company has the right to refuse, discontinue or to regulate hours of Electricity Service to loads that could, in the Company's opinion, impair Electricity Service to other Customers.

5) **Notice of Changes in Customer Load**

A Customer must give the Company prior written notice before making any material change in either the amount or character of the Customer's electrical appliances, apparatus or equipment, thereby allowing the Company to ascertain whether any changes are needed in its Facilities and to make such alterations in the charges for Electricity Service as may be required by this Tariff for the changed installation. If damage results to Facilities owned by the Company through failure of the Customer to notify the Company, the repair and, or replacement costs of such Facilities will be paid by the Customer.

6) **Trouble Calls**

When the Company, in responding to a report of an outage or other continuity of Electricity Service problem, determines the cause of the service problem to be solely in the Customer's equipment, the Company will bill the Customer for charges as listed under Schedule 300.

7) **Miscellaneous Equipment Rental**

When available, the Customer may elect to rent equipment from the Company including, but not limited to, transformers, single-phase to three-phase inverters, capacitors, and other related equipment in accordance with charges specified under Schedule 300 and the terms and conditions of the equipment rental agreement.

D. **Hazardous Substances**

1) **Evaluation of Job Sites**

The Company reserves the right, but is not obligated, to evaluate the job site of any new line extension request or of any required maintenance or repairs of existing Facilities for the purpose of identifying any hazardous wastes, hazardous substances or contaminants ("hazards") in soils or surface at the job site, as such hazards are defined under state or federal law.

2) **Information About Hazards**

Information about hazards may include the following:

- a) The job site is within an area designated or listed as a hazardous site by a state or federal environmental agency; or
- b) The Customer, Applicant or an employee of the Company or agent of the Company, Customer or Applicant reports unusual or inappropriate odor, color or material in, or adverse physical reaction to, soil or surfaces at the job site.

3) **Treatment of Information About Hazards**

If the Company receives information that hazards may exist at a job site, and such hazards may, in the Company's determination based upon applicable state, federal and industry standards, cause a risk to the health or safety of its employees or agents or the viability of equipment in the installation, maintenance, or repair of service, the Company will specify mandatory conditions for the protection of its employees, agents, or equipment. The Company also may require that the Customer or Applicant indemnify the Company against future claims related to the existence of the hazard. The cost of complying with the Company's conditions and with following state and federal regulations for the handling of the hazard, including, but not limited to, the cost of testing, handling, transporting and disposing of contaminated soil will be borne by the Customer or Applicant.

4) **Remediation of Hazardous Conditions**

The Company may require the Customer or Applicant to bear the cost of remediation or relocation of Company Facilities, if conditions cannot be prescribed which, in the Company's judgment, will adequately protect its employees or agents against hazards.

5) **Remediation Costs**

Nothing contained in this Tariff will be construed as obligating the Company to pay any remediation costs relating to hazards.

6) **Hazards in Public Right-of-Way**

This Tariff does not apply to hazards in a public right-of-way, either for purpose of recovery of extraordinary costs associated with installation, maintenance or repair, or for indemnification against future costs, except where the Customer's or Applicant's Premises are the source of the hazards in the right-of-way.

5. **Interconnection of Customer-Generator Facilities**

The following will apply to all interconnected Customers unless they are covered by an Interconnection Agreement entered into pursuant to the Company's Open Access Transmission Tariff (OATT) on file with the Federal Energy Regulatory Commission (FERC).

A. **Conformance with Regulations**

In order to ensure system safety and reliability of interconnected operations, the facility will be constructed, interconnected, and operated in accordance with all applicable federal, state, local laws and regulations, including the Company's Interconnection Guidelines, as may be amended from time to time.

B. **Control and Protective Devices**

The Customer will furnish, install, operate, and maintain in good order and repair without cost to the Company such switching equipment, relays, locks and seals, breakers, automatic synchronizers, and other control and protective apparatus as shown by the Company to be reasonably necessary for the operation of the facility in parallel with the Company's system. In all cases, the protective relaying design and equipment proposed for the interconnection of generator(s) must be approved by the Company.

C. **Cost Responsibilities**

The Customer is responsible for all costs of interconnection including any costs incurred by the Company. Additionally, the Customer is responsible for any modification to the Customer's facility that may be required by the Company for purposes of safety and reliability. The Customer will also reimburse the Company for administrative costs the Company incurs in this process.

D. **Conformance with Codes**

A facility will meet all applicable safety and performance standards established in the Oregon State Building Code. The standards will be consistent with the applicable standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and Underwriters Laboratories or other similarly accredited laboratory.

E. **Isolating Equipment**

A readily accessible, lockable and visible-break isolation device will be provided by the Customer at the point of interconnection for the Company's use and will be accessible to the Company at all times. At the Company's option, the Company may operate the isolating equipment if, in the sole opinion of the Company, continued operation of the qualifying facility in connection with the Company's system may create or contribute to a system emergency. At the Company's option, Customers installing small photovoltaic generators may customize their isolating equipment.

6. **Transformers**

A. **Generally**

Transformers furnished by the Company will be sized to the Customer's kVA requirement as determined by the Company. Transformers furnished by the Customer must be approved by the Company prior to connection.

B. **Restrictions on Transformer Types**

The Company will not furnish transformers with unusual specifications or connections, transformers with voltages not provided by the Company, or transformers insulated with gases or fluids other than oil. Dry-type transformers will be furnished only if:

- 1) A dry-type transformer installed by the Company prior to October 1, 1975, fails while in service.
- 2) A Company-owned, dry-type transformer requires replacement because of overload, provided no increase in the ampacity of the Customer's service entrance equipment has been made.
- 3) Multiple transformations are required to provide 120/240-volt single-phase service to load centers located throughout a residential building over five stories where the tenants are directly metered.

7. **Relocation or Removal of Facilities**

A. **Generally**

Any relocation of Facilities for a requesting party, including builders, developers, Customers or Customers' agents, will be performed by the Company at the requesting party's expense. The Company may require payment in advance of a sum equal to the estimated original cost of installed Facilities to be removed, less estimated salvage and less depreciation, plus estimated removal cost, plus any operating expense associated with the removal or relocation.

(C)

B. **Public Works Project**

Under the following circumstances, the cost for relocation or removal of Facilities within the public right-of-way will be borne by the Company unless an ordinance, legislation or private agreement specifies other cost responsibilities:

- 1) The rearrangement can be identified to be for a Public Works Project. Examples of Public Works Projects include but are not limited to public transit or a road widening financed by public funds;
- 2) Reasonable notice is provided to the Company;
- 3) The overall project can generally be scheduled during normal work hours (excluding load transfers which may need to be performed outside of normal work hours); and
- 4) The Public Works Project does not require the Company to make temporary relocations.

C. **Easement**

Costs for permanently relocating Facilities on a private easement will be borne by the requesting party regardless of status as Public Works Project or otherwise.

D. **Permit Job**

Where it can be identified that the requesting party has received a permit through a city or county for work within the public right-of-way that is required for the requesting party's construction project, the requesting party is responsible for all of the costs associated with the necessary rearrangement of Facilities.

E. Relocation of Overhead or Underground Facilities at Company Expense

If the necessary work can be performed by Company crews in a single trip to the requesting party's Premises during Scheduled Crew Hours (7:00 a.m. to 3:30 p.m., Monday through Friday, except Company recognized holidays) relocation or removal of overhead or underground service distribution Facilities on or adjacent to the Premises will be performed at Company expense, under the circumstances listed below. For underground relocations, the requesting party is responsible for any necessary trenching, boring, backfilling, conduit, paving, vaults and pads.

- 1) Such Facilities are idle, meaning not receiving Electricity Service for more than six months, except in the case of conversion from overhead to underground service; or
- 2) The location of such Facilities in the street area deprive the requesting party of reasonable ingress to or egress from the Premises, provided such Facilities are not on a property line or a property line extended. Generally, one driveway is considered reasonable ingress or egress; or
- 3) Such Facilities occupy space on the requesting party's Premises that will be used for an expansion of the requesting party's building or plant. In these cases, the Line Extension Allowance will apply for the expansion. Costs exceeding the Line Extension Allowance must be borne by the Customer; or
- 4) The purpose is to relocate a meter to a more accessible location approved by the Company; or
- 5) Relocation of a service drop is the only work requested.

If more than one trip is required to accommodate the Customer, the Customer will be billed all costs plus loadings incurred for the additional trips.

F. **Temporary Relocations**

Where the Company is required to temporarily move its Facilities either because the Company cannot move its Facilities to the new permanent placement or the Facilities will be returned to their former location at a later point in time, the costs of the temporary relocation will be borne by the requesting party regardless of its status as a Public Works Project or otherwise. A temporary relocation is defined as any relocation where the Company must move its facilities two or more times within a three-year period.

8. **Service Restoration**

A. **Generally**

During a major outage due to events such as a major storm, the Company will follow priorities for service restoration as provided below. These restoration procedures are followed in order to restore service to the greatest number of Customers as quickly as possible with special consideration given to Customers that are critically essential to public welfare.

The Company maintains a list of critical Customers such as hospitals, airports, 911 dispatch centers, fire and police stations, water and sewage treatment plants, radio and television stations, newspapers and telephone exchanges. The Company will then repair other main distribution lines.

B. **Service Priority**

The priorities for service restoration are generally as follows:

1) **Protect Public Safety**

The Company will clear downed power lines and ensure that Facilities such as hospitals, fire and police departments, and utilities have power.

2) **Repair Transmission Lines to Substations**

The Company will first make the necessary repairs to the transmission system connecting generation facilities to substations in order to ensure system stability. The Company will then make the necessary repairs to transmission lines, substations, and distribution facilities that connect substations to critical Customers. Next, the Company will continue to repair remaining transmission lines and substations after service is restored to critical Customers' service addresses.

3) **Repair Substations**

The Company will repair substations making it possible to restore service to large numbers of Customers.

4) **Repair Distribution Lines**

The Company will repair distribution lines serving critical Customers as well as lines that may be blocking streets or highways.

5) **Repair of Tap Lines**

After the Company repairs distribution lines, it will repair tap lines that serve smaller groupings, such as Residential Customers.

6) **Repair of Individual Service Connections**

The Company will repair individual service connections last. If Customer-owned equipment has been damaged, such as the meter base, a licensed electrician must repair it before the Company can restore service. Such repairs are the responsibility of the Customer.

C. **Other**

The Company will not give priority restoration to any Customer, non-utility generator or ESS, but will employ the above process over the Company's entire territory served.

RULE C (Concluded)