BEFORE THE

PUBLIC UTILITY COMMISSION OF OREGON

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| In the Matter of PACIFICORP,<br>DBA: PACIFIC POWER,<br><br>Request for General Rate Revision | )<br>)<br>)<br>)<br>) | UE 399<br><br>CALPINE ENERGY SOLUTIONS, LLC'S CROSS-EXAMINATION EXHIBITS |

Pursuant to Administrative Law Judge Mapes' ruling dated October 6, 2022, Calpine Energy Solutions, LLC ("Calpine Solutions") respectfully submits its cross-examination exhibits. As noted in PacifiCorp's motion to modify the procedural schedule dated October 6, 2022, PacifiCorp and Calpine Solutions have agreed to forego an evidentiary hearing on the outstanding direct access issue in this proceeding and to instead stipulate to admit into the record certain exhibits that otherwise would have been introduced through cross examination. Those cross-examination exhibits are listed below as Calpine Solutions/200-207, and copies of Calpine Solutions/200-207 are attached hereto.

The complete list of exhibits Calpine Solutions intends to admit into the record in this proceedings are as follows:

| Exhibit Number | Description | Date Filed |
|---|---|---|
| Calpine Solutions/100 | Calpine Solutions' Rebuttal Testimony of Kevin C. Higgins | August 11, 2022 |
| Calpine Solutions/200 | PacifiCorp Response to Calpine Solutions Data Request No. 6.1 in Docket No. UE 400 | October 7, 2022 |
| Calpine Solutions/201 | PacifiCorp's Discovery Objection Email Communications | October 7, 2022 |
| Calpine Solutions/202 | Calpine Solutions' Direct Access Inquiry Email Communications | October 7, 2022 |

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| Calpine Solutions/203 | PacifiCorp Rule 21 | October 7, 2022 |
| Calpine Solutions/204 | PacifiCorp Schedule 201 | October 7, 2022 |
| Calpine Solutions/205 | PacifiCorp Schedule 294 | October 7, 2022 |
| Calpine Solutions/206 | PacifiCorp Schedule 295 | October 7, 2022 |
| Calpine Solutions/207 | PacifiCorp Schedule 296 | October 7, 2022 |

DATED October 7, 2022.

RICHARDSON ADAMS, PLLC

/s/ *Gregory M. Adams*
Gregory M. Adams (OSB No. 101779)
515 N. 27th Street
Boise, Idaho 83702
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Of Attorneys for Calpine Energy Solutions, LLC

UE 400 / PacifiCorp
June 7, 2022
Calpine Data Request 6.1

**Calpine Data Request 6.1**

Does PacifiCorp agree that a customer currently enrolled in the three-year cost of service opt out program (Schedule 295) may enroll in the five-year opt out program (Schedule 296) during the annual election window for commencement of service in the five-year program on the following January 1st prior to expiration of the term of its current enrollment in the three-year cost of service opt out program? For example, may a Schedule 295 customer whose Schedule 295 service commenced on January 1, 2022, enroll in Schedule 296 with service therein to commence January 1, 2023. If no, please explain why not and identify the Commission order or approved tariff provision that precludes terminating enrollment in the three-year program early to commence enrollment in the five-year program.

**Response to Calpine Data Request 6.1**

PacifiCorp objects to this data request as unduly burdensome, requesting a legal opinion, requesting information that is otherwise publicly available, and not reasonably calculated to lead to the discovery of admissible information. Without waiving this objection, PacifiCorp responds as follows:

PacifiCorp is unable to provide a legal opinion on Calpine Energy Solutions' proposed hypothetical scenario through the discovery process.

## Greg Adams

**From:** Greg Adams
**Sent:** Friday, June 17, 2022 12:01 PM
**To:** Kumar, Ajay (PacifiCorp)
**Cc:** Allen, Cathie (PacifiCorp)
**Subject:** RE: [INTERNET] FW: Kaley McNay shared 'To Calpine Solutions' in 'UE 400 - PacifiCorp - 2023 TAM' with you

Ajay, Either day should work but we have a preference for July 8. Can you send an invite to myself, Kevin Higgins, and Greg Bass? Thanks.

Greg Adams
Richardson Adams, PLLC
515 N. 27th Street
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Facsimile: 208.938.7904



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**From:** Kumar, Ajay (PacifiCorp) <Ajay.Kumar@pacificorp.com>
**Sent:** Friday, June 17, 2022 10:53 AM
**To:** Greg Adams <Greg@richardsonadams.com>
**Cc:** Allen, Cathie (PacifiCorp) <Cathie.Allen@pacificorp.com>
**Subject:** RE: [INTERNET] FW: Kaley McNay shared 'To Calpine Solutions' in 'UE 400 - PacifiCorp - 2023 TAM' with you

Greg,
Unfortunately, we have some availability issues with the people I need for the meeting that following week. We could do:

- July 7th – between 3pm-5pm
- July 8th – 11pm-12pm or after 2pm

Do any of these times work?
Thanks,
Ajay

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**From:** Greg Adams <Greg@richardsonadams.com>
**Sent:** Friday, June 17, 2022 9:39 AM
**To:** Kumar, Ajay (PacifiCorp) <Ajay.Kumar@pacificorp.com>
**Cc:** Allen, Cathie (PacifiCorp) <Cathie.Allen@pacificorp.com>
**Subject:** RE: [INTERNET] FW: Kaley McNay shared 'To Calpine Solutions' in 'UE 400 - PacifiCorp - 2023 TAM' with you

Ajay, Without waiving our position on the discovery issues, we would appreciate an informal call to discuss the issue. I am out of the office next week, so we would be looking at the following week. Could you send some proposed dates that would work on your end that week and I can get back to you with our availability?

Greg Adams
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Facsimile: 208.938.7904



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**From:** Kumar, Ajay (PacifiCorp) <Ajay.Kumar@pacificorp.com>
**Sent:** Friday, June 17, 2022 9:01 AM
**To:** Greg Adams <Greg@richardsonadams.com>
**Cc:** Allen, Cathie (PacifiCorp) <Cathie.Allen@pacificorp.com>
**Subject:** RE: [INTERNET] FW: Kaley McNay shared 'To Calpine Solutions' in 'UE 400 - PacifiCorp - 2023 TAM' with you

Greg,
This issue has not been raised in this TAM proceeding and so we would consider it outside the scope. As a result, we do not feel it is appropriate for discovery in the TAM. However, if you would like, we can set up an informal call with Calpine to discuss this issue and provide you with additional information on PacifiCorp's position. Let me know if that will work for you.
Thanks,
Ajay

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**From:** Greg Adams <Greg@richardsonadams.com>
**Sent:** Wednesday, June 15, 2022 12:43 PM
**To:** Kumar, Ajay (PacifiCorp) <Ajay.Kumar@pacificorp.com>
**Cc:** Allen, Cathie (PacifiCorp) <Cathie.Allen@pacificorp.com>
**Subject:** RE: [INTERNET] FW: Kaley McNay shared 'To Calpine Solutions' in 'UE 400 - PacifiCorp - 2023 TAM' with you



Ajay,

Thank you for your response. To the extent the objection is that PacifiCorp believes the issue of a customer's right to switch from the three-year program to the five-year program to be beyond the scope of the TAM, I respectfully disagree. The TAM proceedings have included direct access issues beyond the mere calculation of the transition adjustment rates, including analogous issues related to enrollment in the direct access programs. And the scope of the proceeding is not solely defined by the issues PacifiCorp lists in its opening testimony; other parties can raise issues of interest that arise from time to time and most certainly should be able to obtain discovery responses to such issues.

For example, in the 2016 TAM (UE 296), PacifiCorp provided a number of responses to data requests related to how PacifiCorp interpreted and would apply the provisions of its tariffs addressing the process for submitting a Direct Access Service Request (DASR) to enroll in the direct access programs. Please reference the attached responses to UE 296

Noble Solutions Data Request 1.16 & 2.17-2.18, 5.36-5.41. Although the Company initially stated an objection in its first few responses that the issue was beyond the scope of the proceeding, the Company did respond to all of the data requests, and the testimony (including that of PacifiCorp) on the subject was ultimately admitted by the ALJ into the record. The issue was even litigated to hearing, including cross examination on the subject, and a final order resolving the dispute. See OPUC Order No. 15-394 at 11-12.

More recently, just last year, the parties have filed testimony and ultimately reached mutually agreeable resolution on the procedure for transferring RECs to an ESS in the TAM (UE 390), Order No. 21-379 at 42. I'm sure we could find other examples along these lines.

Such issues should be addressed in the annual TAM in order to ensure there is prompt resolution and clarity on such matters that arise from time to time in the implementation of the direct access programs.

My client is very interested in obtaining PacifiCorp's official position on this point, and we respectfully request that PacifiCorp reconsider its objection. I remain available to discuss this matter on the phone this week if that would help.

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**From:** Kumar, Ajay (PacifiCorp) <Ajay.Kumar@pacificorp.com>
**Sent:** Wednesday, June 15, 2022 9:30 AM
**To:** Greg Adams <Greg@richardsonadams.com>
**Cc:** Allen, Cathie (PacifiCorp) <Cathie.Allen@pacificorp.com>
**Subject:** RE: [INTERNET] FW: Kaley McNay shared 'To Calpine Solutions' in 'UE 400 - PacifiCorp - 2023 TAM' with you

Greg,
I appreciate you reaching out to discuss this issue, and I apologize for the delayed response. PacifiCorp is not solely objecting to this question on the grounds that it requests a legal conclusion. We are objecting because Calpine is requesting a legal conclusion on a hypothetical scenario that exists outside the facts and scope of this TAM proceeding. This proceeding sets the rate for the Transition adjustment that applies to Direct Access customers, it does not determine whether the actions of an individual customer are permissible under the Commission's Orders and Direct Access regulations.

Additionally, you are omitting the next sentence in your quote from the advisory committee's notes on FRCP 33 which specifically states that "On the other hand, under the new language interrogatories may not extend to issues of 'pure law,' i.e., legal issues unrelated to the facts of the case. Cf. United States v. Maryland & Va. Milk Producers Assn., Inc., 22 F.R.D. 300 (D.D.C.1958)." That is precisely what you are asking of PacifiCorp, you are asking the company to provide a legal opinion on a situation completely unrelated to the facts of the TAM. Unfortunately, I am not sure if there is a way to cure your interrogatory and make it less objectionable, however, I am happy to discuss further if you would like.
Thanks,
Ajay

**From:** Greg Adams <Greg@richardsonadams.com>
**Sent:** Friday, June 10, 2022 9:34 AM
**To:** Kumar, Ajay (PacifiCorp) <Ajay.Kumar@pacificorp.com>
**Subject:** [INTERNET] FW: Kaley McNay shared 'To Calpine Solutions' in 'UE 400 - PacifiCorp - 2023 TAM' with you



Ajay,

I would like to confer with you regarding PacifiCorp's objection to Calpine Solutions' Data Request 6.1, wherein PacifiCorp objects to our data request on the grounds that it calls for a legal conclusion. I attached the response. We disagree with the objection.

The request properly asks an interrogatory which is a permitted form of data request by the OPUC's procedural rules. *See* OAR 860-001-0540(1). In the case of an interrogatory, the "legal conclusion" objection is not a valid objection to providing a response because interrogatories may properly call for a legal conclusion related to the facts of the case. *See* FRCP 33(a)(2) ("An interrogatory is not objectionable merely because it asks for an opinion or contention that relates to fact or the application of law to fact"); FRCP 33, Advisory Committee Notes, 1970 Amendments "As to requests for opinions or contentions that call for the application of law to fact, they can be most useful in narrowing and sharpening the issues, which is a major purpose of discovery . . . "); *e.g.*, *Coles v. Jenkins*, 179 F.R.D. 179, 181 (W.D. Va. 1998) (court approved an interrogatory asking a bicycle tour operator to describe the standard of care owed by bicycle tour operators to their guests").

Please let me know if PacifiCorp will reconsider this objection or if there is some further clarification of the request that could lead to PacifiCorp agreeing to provide a response.

I can be available today to discuss this issue if that would be helpful.

Greg Adams
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**From:** Kaley McNay (via Huddle) <hello@huddle.com>
**Sent:** Tuesday, June 07, 2022 10:09 AM
**To:** Greg Adams <Greg@richardsonadams.com>
**Subject:** Kaley McNay shared 'To Calpine Solutions' in 'UE 400 - PacifiCorp - 2023 TAM' with you

KM

Kaley McNay shared **To Calpine Solutions** with you

In the UE 400 - PacifiCorp - 2023 TAM workspace

I've just uploaded 1 file to this folder:

• Calpine 6.1.pdf

View To Calpine Solutions

This notification has been sent to you, Kay Barnes, Diane Davis, Jesse Gorsuch and 42 other(s)

## Greg Adams

**From:** Greg Adams
**Sent:** Monday, July 11, 2022 3:38 PM
**To:** Kumar, Ajay (PacifiCorp)
**Cc:** Steward, Joelle (PacifiCorp); McVee, Matthew (PacifiCorp); greg.bass@calpinesolutions.com; Kevin Higgins
**Subject:** RE: Calpine's Direct Access Inquiry

Ajay,

We also appreciate PacifiCorp's willingness to walk through its thinking on this issue. Ultimately, it appears that we do have a different interpretation of the rights of a three-year opt-out customer and your alternative proposal is not something that Calpine Solutions can agree to, at least to the extent that it suggests that the customer must pay the forward price cost differential for the remainder of the three-year opt out term if it were to switch to the five-year program.

Additionally, while we appreciate the suggestion that a complaint by a customer may be one option for resolving the issue, we do not necessarily agree that is the only process available to do so and Calpine Solutions does not intend to waive the right to use any other process or case that might be available. However, as you can see from our email we just sent out, we are willing to forego use of this year's TAM to raise the issue assuming we can reach final terms on the settlement stipulation the parties are working towards.

Thanks.

Greg Adams
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**From:** Kumar, Ajay (PacifiCorp) <Ajay.Kumar@pacificorp.com>
**Sent:** Friday, July 08, 2022 1:59 PM
**To:** Greg Adams <Greg@richardsonadams.com>
**Cc:** Steward, Joelle (PacifiCorp) <Joelle.Steward@pacificorp.com>; McVee, Matthew (PacifiCorp) <Matthew.McVee@pacificorp.com>
**Subject:** RE: Calpine's Direct Access Inquiry

Greg,
I appreciate you reaching out. First, I want to note that this is an informal inquiry on an issue outside the TAM and PacifiCorp considers it outside the scope of the TAM settlement discussions. As a result, I have removed the disclaimers on confidential settlement discussions from this email and removed the previous emails from the thread related to those settlement discussions. Additionally, I want to clarify that after reviewing the tariffs, PacifiCorp was not able to

find a provision where a customer is required to stay on the cost-of-service rate for a period of time after terminating their direct access service. They would have to make any new direct access election during the appropriate window. With regards to Calpine's procedural options if they disagree with this approach, the appropriate option is for Calpine or the customer in question to file a complaint under ORS 756.500.

Additionally, I want to offer another option that could resolve this issue even faster than a complaint. PacifiCorp could file an advice letter proposing to add language to Rule 21 that would allow a three-year direct access customer to initiate service on the five year program before completion of the three-year term during the Direct Access election window if they pay the Return Service Payment (if there is any payment) as outlined in Schedule 201. Calpine would file comments or a letter supporting PacifiCorp's advice letter, and we could work with Staff together to get the tariff change approved.

Thanks,

Ajay

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**From:** Greg Adams <Greg@richardsonadams.com>
**Sent:** Thursday, July 7, 2022 12:31 PM
**To:** Kumar, Ajay (PacifiCorp) <Ajay.Kumar@pacificorp.com>
**Subject:** RE: [INTERNET] Re: PacifiCorp's 2023 Oregon TAM (UE 400)



Ajay,

Thanks again for your time today to discuss Calpine Solutions' question regarding the possibility of a three-year customer opting into the five-year program prior to expiration of the three-year period. Upon consideration of the issues we discussed, Calpine Solutions continues to believe that a three-year customer should be able to elect to enroll in the five-year program without first returning to cost-of-service rates. We understand PacifiCorp disagrees, but we will need to obtain resolution from the Commission before the election window this year. As we discussed, please let us know the procedural alternatives PacifiCorp would propose if the TAM proceeding is not used, so we can evaluate if such procedures would work from our perspective.

Greg Adams
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## I. General Terms

**A. Responsibility for Electric Purchases**

ESSs are responsible for purchasing sufficient amounts of Electricity to meet the electric power needs of their Direct Access Consumers and the delivery of such purchases to designated receipt points as arranged with the Company through a Scheduling ESS.

**B. Load Aggregation for Procuring Electric Power**

Consumers or ESSs may aggregate individually metered electric loads for the purpose of procuring Electricity from ESSs, and only for that purpose. Aggregation will not be used to compute the Company's charges or to determine Tariff applicability.

**C. Split Loads Not Allowed**

Consumers requesting Direct Access Services may not partition the electric loads at a point of delivery among Service Elections or Service Options. The entire load at a point of delivery must be nominated to only one set of Service Elections or Service Options.

**D. Master Metered Consumers**

Individual master-metered Direct Access Consumers who provide sub-metered tenant billings must participate in Direct Access as a single account. A master-metered Direct Access Consumer may not partition the electric loads of a single master meter among several Service Elections or Service Options.

**E. Limitation of Liability**

1. The Company's obligations with respect to the continuity and quality of Delivery Service, Billing Services and other Electricity Services are covered by, subject to, and limited by Rules 10 and 14 of this Tariff.

2. To the extent that a Consumer takes service from an ESS or Scheduling ESS, the Company has no obligations to the Consumer with respect to the services provided by the ESS or Scheduling ESS.

3. The Company is neither bound by, nor will it enforce, contracts between an ESS and a Consumer or contracts between an ESS and a Scheduling ESS. Additionally, the Company will not mediate disputes between an ESS and a Consumer or between an ESS and a Scheduling ESS.

4. In no event shall the Company be liable for damages, claims or costs of any kind arising out of or related to an ESS' failure to adhere to the requirements, practices, and procedures set forth in this Tariff or the ESS Service Agreement.

(continued)

**I. General Terms** (continued)

**E. Limitation of Liability** (continued)

5. In no event shall the Company be liable for damages, claims or costs of any kind arising out of or related to a Scheduling ESS' failure to adhere to the requirements, practices, and procedures set forth in this Tariff or the Scheduling ESS Operating Agreement.

6. The Company shall not be liable to an ESS, a Scheduling ESS or any third party under any theory of recovery of liability whether based in contract, in tort (including negligence and strict liability), under warranty, indemnity, or otherwise, for any indirect, special, incidental or consequential damages whatsoever, including, without limitation, any loss of profits or other business interruption damages arising under this Tariff, the ESS Service Agreement or the Scheduling ESS Operating Agreement.

7. The Company is not responsible for liabilities or claims against Consumers, ESSs, or Scheduling ESSs.

**II. Consumer Inquiries**

**A. Consumer Inquiries Related to Service Elections**
For Consumers requesting information on Direct Access Service, the Company will make available consumer information explaining the Consumer's choices for electricity services and the procedures and forms needed to implement these services.

**B. Inquiries Related to Suppliers**
For Consumers requesting such information, the Company will provide a list of ESSs eligible to provide electricity services in the Company's service territory. The list will be presented in a neutral format that does not unfairly emphasize an affiliated ESS. To satisfy its obligations under this rule, the Company may direct Consumers to an ESS list maintained and published by the Commission.

**C. Information Provided to New Consumers**
New Consumers contacting the Company will receive general information concerning their choices for Electricity Services.

**D. Consumer Inquiries Concerning Billing**
The Company will respond to inquiries from Direct Access Consumers concerning charges for services provided by the Company. Consumer inquiries regarding charges for services provided by the ESS will be directed to the ESS. The Company will work with the Consumer and ESS to resolve inquiries that involve services provided by both the Company and the ESS.

**E. Consumer Inquiries Related To Emergency Situations and Outages**
The Company will respond to all inquiries related to distribution and transmission service, emergency system conditions, outages, and safety situations. Direct Access Consumers contacting ESS with such inquiries should be referred to the Company. ESSs performing ESS consolidated billing must show the Company's phone number on their bills for use in emergencies.

(continued)

**III. Information Provided to ESSs**

**A. Pre-Enrollment Usage Information**
At the written request of the Consumer, account-specific usage information, including twelve (12) months of usage history when available, will be provided to the Consumer or an ESS. The Company will charge a fee for providing pre-enrollment usage information as specified in Schedule 300.

**B. Pre-Enrollment Payment History**
At the written request of the Consumer, the Company will provide a letter describing the Consumer's payment history to the Consumer or to an ESS. The payment history will reflect the most recent twelve (12) months, to the extent that the information is available. The Company will charge a fee for providing a pre-enrollment payment history as specified in Schedule 300.

**C. Implied Consent To Release Usage Information**
By agreeing to take Direct Access Service from an ESS, the Consumer consents to the release by the Company to the Consumer's ESS or Scheduling ESS of historical usage data and metering information necessary for the ESS or Scheduling ESS to satisfy their responsibilities in scheduling, billing, settlement, and other functions.

**IV. ESS Service Requirements**

**A. ESS Service Agreement**

1. An ESS must have in force a valid ESS Service Agreement with the Company in order to provide Competitive Electricity Services to Direct Access Consumers within the Company's service territory.

2. The Company's ESS Service Agreement shall be in a form specified by the Company as approved by the Commission and accompanied by payment of the applicable processing fee stated in Schedule 600.

3. An ESS must renew its ESS Service Agreement with the Company annually.

4. The Company will execute an ESS Service Agreement with any ESS meeting the requirements stated in this Tariff according to the terms of the ESS Service Agreement then in effect.

**B. Requirements**
To provide Competitive Electricity Services to Direct Access Consumers within the Company's service territory, the ESS must be certified by the Commission and:

1. Abide by North American Electric Reliability Council (NERC) and Western Electricity Coordinating Council (WECC) standards and requirements.

2. Have in force a valid ESS Service Agreement with the Company.

(continued)

**IV. ESS Service Requirements** (continued)

**B. Requirements** (continued)

3. Satisfy the Company’s creditworthiness requirements as specified in Section XIII of this Rule.

4. Be certified as a Scheduling ESS and have in place a valid Scheduling ESS Operating Agreement with the Company or designate as its scheduling entity a certified Scheduling ESS with a valid Scheduling ESS Operating Agreement with the Company.

5. Before an ESS may offer consolidated ESS billing services, the ESS must demonstrate the ability to perform the functions required by this Tariff and the Commission's rules. The Company will continue to provide the billing services until the ESS has satisfied this obligation. The ESS’ failure to complete such compliance testing will not affect its ability to provide Competitive Electricity Services to Direct Access Consumers.

6. Satisfy applicable Company Electronic Data Exchange requirements, including:

   a. The ESS must complete all necessary electronic interfaces for the ESS and the Company to communicate for Direct Access Service Requests (DASR), billing and other communications.
   b. The ESS must have the capability to exchange data with the Company via the Internet. Alternative arrangements may be allowed upon mutual agreement between the Company and ESS.
   c. The ESS must have the capability to perform Electronic Data Interchange (EDI), and enter into appropriate agreements related thereto, if the ESS will be offering ESS consolidated billing services.

**C. Suspension or Termination of ESS Service**

**1. Criteria**

The Company may suspend or terminate an ESS’ contractual authorization to provide Competitive Electricity Services to Direct Access Consumers in the Company’s service area and transfer these Consumers to Emergency Default Service upon satisfaction of the Company’s deposit requirement if:

a. The ESS has materially failed to meet its obligations under the terms of the Company's ESS Service Agreement (including applicable tariffs) so as to constitute an Event of Default and the Company exercises a contractual right to terminate the agreement.

b. The ESS engages in unauthorized use of electricity or a Consumer engages in unauthorized use of electricity and the ESS knew or should have known about it.

c. The ESS' Scheduling ESS is suspended or terminated as set forth in Section V. (C) of this Rule.

d. The Commission otherwise directs.

(continued)

**IV. ESS Service Requirements** (continued)

**C. Suspension or Termination of ESS Service** (continued)

**2. Appeal**

If the Company suspends or terminates an ESS' authorization to provide Competitive Electricity Services because the ESS materially failed to meet its obligations under the terms of the Company's ESS Service Agreement, the ESS' rights of appeal will be as specified in the Agreement. If the Company suspends or terminates the ESS' authorization for any other reason, the ESS may appeal the decision to the Commission.

If the Company provides a written notice to an ESS regarding suspension or termination of service, the Company will promptly provide copies of the notice to affected consumers.

**V. Scheduling ESS Service Requirements**

**A. Scheduling ESS Operating Agreement**

1. The Scheduling ESS must have in force a valid Scheduling ESS Operating Agreement with the Company in order to perform scheduling services for Consumers in the Company's service territory.

2. The Company's Scheduling ESS Operating Agreement shall be in a form specified by the Company as approved by the Commission and accompanied by payment of the applicable processing fee stated in Schedule 600.

3. The Scheduling ESS must renew on an annual basis its Scheduling ESS Operating Agreement with the Company.

4. The Company will execute a Scheduling ESS Operating Agreement with any ESS meeting the requirements stated in this Tariff according to the terms of the Scheduling ESS Operating Agreement then in effect.

**B. Requirements**

To perform scheduling services for Consumers within the Company's service territory, a Scheduling ESS must be certified as a Scheduling ESS by the Commission or be a control area operator and:

1. Have in force a valid Scheduling ESS Operating Agreement with the Company.

2. Comply with all Western Electricity Coordinating Council (WECC) scheduling and reliability criteria.

3. Meet all generally accepted regional scheduling practices unless otherwise modified by the Commission.

(continued)

**V. Scheduling ESS Service Requirements** (continued)

**B. Requirements** (continued)

4. Maintain around-the-clock, seven-day-a-week dispatch facilities.

5. Identify each of the Consumers which they are authorized to represent as a Scheduling ESS and confirm that the necessary metering requirements are met for the transmitting of information to the Company.

**C. Suspension or Termination of Scheduling ESS Service**

**1. Criteria**
The Company may suspend or terminate a Scheduling ESS' contractual authorization to provide scheduling services for Direct Access Consumers in the Company's service area if:

a. The Scheduling ESS has materially failed to meet its obligations under the terms of the Scheduling ESS Operating Agreement (including applicable tariffs) so as to constitute an event of default and the Company exercises a contractual right to terminate the agreement.

b. The Scheduling ESS ceases to perform by failing to provide schedules when schedules are required.

c. The Commission otherwise directs.

**2. Appeal**
If the Company suspends or terminates a Scheduling ESS' authorization to provide services because the Scheduling ESS materially failed to meet its obligations under the terms of the Scheduling ESS Operating Agreement, the Scheduling ESS' rights of appeal will be as specified in the Agreement. If the Company suspends or terminates the Scheduling ESS' authorization for any other reason, the Scheduling ESS has the right to appeal the decision to the Commission.

**VI. Direct Access Service Election and Supplier Choice**

**A. Direct Access Service Request (DASR)**
Election of Direct Access Service from an ESS requires a DASR. Changes in a Nonresidential Consumer's Service Election or ESS require a DASR. A Nonresidential Consumer may only elect or switch to Direct Access Service or change ESS if the new ESS submits a DASR as described in this Section. A DASR is submitted pursuant to the terms and conditions of the Company's ESS Service Agreement and this Rule. A DASR will be used to define the Competitive Electricity Services that the ESS is providing the Consumer.

(continued)

**VI. Direct Access Service Election and Supplier Choice** (continued)

**B. Form of DASR**

A DASR must be submitted in a format provided by the Company. A separate DASR must be submitted for each point of delivery. A DASR must be separate and distinct from any other form or offer.

**C. Rejection of DASR**

The Company may reject a DASR if:

1. The DASR is in an improper form or is incomplete.
2. The requested effective date is less than 13 business days after the date the DASR is submitted.
3. The information provided by the ESS on the DASR is false or inaccurate in any material respect.
4. The DASR is submitted by a person other than the authorized ESS.
5. The designated ESS and/or its Scheduling ESS are not authorized to provide the requested services within the Company's service territory as described in this Tariff and in the Commission Rules.
6. The Consumer is not entitled to Direct Access Service because it is a Residential Consumer or because it is a Nonresidential Consumer electing to switch to Direct Access Service at a time which is prohibited by this Tariff or Commission rule or Order.

**D. DASR Processing**

1. The Company will provide a DASR status notification informing an ESS as to whether the DASR has been accepted or rejected within three business days of the day on which the DASR is received. If accepted, the switch date determined in accordance with this Section, will be sent to the ESS, the former ESS if applicable, and the Consumer. If a DASR is rejected, the Company will provide the reason(s) for the rejection.
2. Upon request, the Company will provide timely updates on the status of the DASR processing to the submitting ESS and Consumer.
3. If the Company receives a DASR while it is processing a DASR applicable to a Consumer, the second DASR will supercede the first. The processing period for the DASR will be restarted with receipt of the second DASR.

(continued)

**VI. Direct Access Service Election and Supplier Choice** (continued)

**E. Implementation of the DASR**

If a submitted DASR complies with the requirements of this Rule, the DASR will be accepted and scheduled for implementation. Implementation will begin at midnight on the day of implementation. Pending final acceptance and implementation of a DASR, the Consumer's incumbent ESS is responsible for providing Consumer the same Competitive Electricity Services it has historically provided.

**1. Transmission Service**

Implementation of a DASR will not take place until the Scheduling ESS certifies the commencement of all transmission services related to the service request.

**2. No Meter Change Required**

Subject to the provision of subsection VI. (E)(1) above, accepted DASRs that do not require a meter change will be switched over on the effective date as stated on the DASR.

**3. Meter Change Required**

Accepted DASRs that require a meter change by the Company may be served using existing acceptable metering equipment. Billing and settlements for such Consumers will be based on load profiles specified by the Company until standard metering equipment is installed. Consumers seeking Direct Access Service will receive the same priority for changes in standard metering equipment as other Consumers.

**4. Commencement of Direct Access**

The Company will begin receiving DASRs upon approval of this Tariff. If the Company receives a volume of DASRs that exceeds the amount that the Company can process in an accurate and timely manner, the Company will promptly notify the Commission and will promptly process the DASRs it receives on a nondiscriminatory basis.

**5. Change Requiring Special Meter Read**

If the effective date for a DASR submitted under this Section does not coincide with the Company's established meter reading schedule, the Consumer will pay to the Company the applicable charge for off-cycle meter reading specified in Schedule 300. The Company's DASR form will provide Consumers the option of switching on a date that coincides with the Company's established meter reading schedule.

**6. Schedule Change By Mutual Agreement**

The Company, ESS, and Consumer, by mutual agreement, may agree to a different service change date for the service changes requested in a DASR. The Company will retain documentation of a schedule change by mutual agreement with its documentation of the original DASR for a period of three (3) years.

(continued)

**VI. Direct Access Service Election and Supplier Choice** (continued)

**F. DASR Processing Fee**

The Company will assess a charge for processing DASRs, as specified in Schedule 600, if the DASR is accepted. This charge will be billed to the ESS.

**VII. Standard Offer and Cost-Based Service**

**A. Consumer Authorization**

Except in the case of a Nonresidential Consumer taking Emergency Default Service, the Company will not switch a Nonresidential Consumer from Direct Access to Standard Offer or Cost-Based Service, as applicable, or among the Company's Standard Offer Service rate options without the Consumer's written authorization or electronic authorization in a form acceptable to Company.

**B. Form of Authorization**

The written or electronic authorization must be in a format provided by the Company and shall include, at a minimum: (1) the Consumer's name, current account number and unique location identifier, if available; (2) the service address and the Consumer's mailing address; (3) the type of service and/or the Standard Offer Service rate option being purchased; (4) a designation of the Company as the new supplier; (5) the Consumer's choice of Billing Services; (6) identification and explanation of any nonrecurring charges associated with the Consumer's decision to take service from the Company; (7) a statement that the Consumer is authorized to make the change and authorizes the Company to provide service; and (8) the Consumer's signature or electronic authorization, and title.

**C. Implementation**

1. The request for Standard Offer or Cost-Based Service will be subject to all Tariffs for new Company service, including applicable deposit provisions stated in Rule 9.

2. The Consumer must give the Company at least five business days notice before the date it wishes to switch to default Standard Offer Service. Additional notice periods may apply to other Standard Offer Service rate options as set forth in this Tariff.

3. A Consumer receiving Standard Offer or Direct Access Service may return to Cost-Based Service only by complying with the returning service requirements stated in Schedule 201. If the Company receives a request for Cost-Based Service from a Consumer ineligible for such service under this Rule, then the Company will notify the Consumer of its ineligibility and request a new authorization from the Consumer for Standard Offer Service.

(continued)

**VII. Standard Offer and Cost-Based Service** (continued)

**C. Implementation** (continued)

4. Requests for Standard Offer Service that require a meter change by the Company may be served using existing acceptable metering equipment. Billing for such Consumers will be based on load profiles specified by the Company until standard metering equipment is installed. Consumers seeking Standard Offer Service will receive the same priority for changes in standard metering equipment as other Consumers.

5. If the change date does not coincide with the Company's established meter reading schedule, the Consumer will pay to the Company the applicable charge for off-cycle meter reading specified in Schedule 300. The Company will provide the option to Consumers of switching on a date that coincides with the Company's established meter reading schedule.

6. The Company and the Consumer may, by mutual agreement, agree to a different date for the service changes requested by the Consumer.

7. The Company will notify the Consumer's EES within 5 business days of the day that a Consumer requests Standard Offer or Cost Based Service.

**D. Processing Fee**

The Company will assess a charge to the Consumer for processing a request for Standard Offer or Cost-Based Service, as specified in Schedule 300.

**VIII. ESS Notice of Discontinuance and Disconnection**

A. In order to terminate service to a Consumer, an ESS must notify the Company at least 10 business days in advance of the proposed termination date, or if the Consumer has waived its right to the full notice period, the ESS must notify the Company of the planned termination at the same time it notifies the Consumer. The notice to the Company must include: (1) the Consumer's name, account number, service location and, if applicable, the unique location identifier; (2) the earliest date for discontinuance; (3) necessary information applicable to the transfer of the Consumer's service; and (4) the reasons for discontinuance.

B. If a Consumer has failed to pay past due regulated charges, the Company retains all rights under OAR 860-021-0305, et seq. to disconnect or under OAR 860-021-0200 et seq. to refuse to offer service without a deposit.

(continued)

**IX. Service Options**

**A. Consumer Selection or Change of Service Options**

1. The Consumer may select or change Service Options, including Billing and Ancillary Service Options, by submitting a DASR as described in Section VI of this Rule or a written or electronic authorization for Standard Offer or Cost-Based Service as described in Section VII of this Rule. Additionally, a Consumer may change Billing Option to any option offered by their ESS by notifying the Company in writing. The change will be effective with the Consumer's next meter read date, but in no event will it be effective in less than five (5) business days.

2. The Consumer may not change Billing or Ancillary Service Options more frequently than once per billing cycle on the regularly scheduled meter read date.

**B. Company-Initiated Change of Service Options**

1. **When the Company may initiate a change**
The Company may change the Service Options of a Direct Access Consumer in the following circumstances:

   a. The ESS notifies the Company that it no longer offers a service which the Consumer is taking from the ESS.

   b. The ESS materially fails to meet its obligations under the terms of the Company's ESS Service Agreement (including applicable tariffs) so as to constitute an Event of Default and the Company exercises a contractual right to terminate the portion of the Agreement related to the service.

**2. Process for Company-Initiated Change**

   a. The affected ESS and Direct Access Consumers will be notified that the Company is initiating a change in Service Options.

   b. The ESS or the affected Direct Access Consumer shall have the right to seek an order from the Commission restoring the ESS' provision of the affected Service Options.

   c. Upon termination of consolidated ESS billing pursuant to this section, the Company may deliver a separate bill for all Company charges that were not previously billed to the ESS.

(continued)

**X. Emergency Default Service**

**A. Emergency Default Service**

Emergency Default Service provides temporary service to Direct Access Consumers in unforeseen circumstances that prevent the Consumer from obtaining a valid supply of Electricity from their incumbent ESS. In circumstances specified in Section X. (B) below, the Company may unilaterally change the Service Election of a Direct Access Consumer to Emergency Default Service. Consumers may not elect Emergency Default Service. The Company will not transfer a Consumer to Emergency Default Service if the Consumer or ESS has failed to pay any overdue amounts, Time Payment amounts or other obligations related to Regulated Charges of the Company. The Company may require a deposit from the consumer prior to transferring a Consumer to Emergency Default Service.

**B. When Invoked**

The Company may transfer a Direct Access Consumer to Emergency Default Service if any of the following circumstances occur:

1. The Company is informed by the ESS or the Direct Access Consumer that the ESS is no longer providing service.

2. The ESS has been decertified by the Commission or receives a Commission order that otherwise prohibits the ESS from serving that Direct Access Consumer.

3. The ESS materially fails to meet its obligations under the terms of the Company's ESS Service Agreement (including applicable tariffs) so as to constitute an Event of Default and the Company exercises a contractual right to terminate or suspend service under the Agreement.

**C. Automatic Termination of Emergency Default Service**

Unless otherwise directed by the Consumer, the Company will switch a Consumer from Emergency Default Service to Default Standard Offer Service within five (5) business days of the Consumer’s initial purchase of Emergency Default Service. In no event may a Consumer remain on Emergency Default Service for longer than twenty (20) business days.

(continued)

**X. Emergency Default Service** (continued)

**D. Process for Switching Consumer to Emergency Default Service**

1. If the Company switches a Consumer to Emergency Default Service, or determines that it will need to do so, the Company will send notices of the change or impending change to the incumbent ESS and to the Consumer.

2. If the effective date of the change to Emergency Default Service does not coincide with the Company's established meter reading schedule, the Consumer will pay to the Company the applicable charge for off-cycle meter reading specified in Schedule 300.

3. The ESS or the affected Direct Access Consumer shall have the right to seek an order from the Commission restoring the Direct Access Consumer's Service Election and/or the ESS' ability to provide services.

**XI. Ancillary Services**

**A. Regulation and Frequency Response Service**

**1. Definition**
Regulation and Frequency Response Service is the continuous balancing of resources and load so as to maintain a scheduled interconnection frequency within standards established by the North American Electric Reliability Council (NERC). If the Company provides this service, the Company will use generating capacity controlled by automatic generation control to match the Consumer's loads and resources on a real-time basis. Regulation and Frequency Response Service includes frequency regulation and voltage control services.

**2. Terms and Conditions**
Terms and conditions for Regulation and Frequency Response Service are established by the Company's applicable tariff approved by the FERC. Charges for Regulation and Frequency Response Service will be billed to the Consumer's Scheduling ESS.

**3. Alternate Provision**
A Direct Access Consumer must purchase Regulation and Frequency Response Service from the Company unless the Consumer or its Scheduling ESS makes alternative comparable arrangements to satisfy its Regulation and Frequency Response Service obligation. A Consumer electing such alternate provision of Regulation and Frequency Response Service must demonstrate that its alternative arrangements are comparable to service under the Company's applicable tariff approved by the FERC.

(continued)

**XI. Ancillary Services** (continued)

**B. Emergency Imbalance Service**

**1. Definition**

Energy Imbalance Service is provided when a difference occurs between the scheduled and the actual delivery of energy over a single hour. Energy Imbalance Service includes load shaping, load following, and energy balancing services.

**2. Terms and Conditions**

Terms and conditions for Energy Imbalance Service are established by the Company's applicable tariff approved by the FERC. Charges for Energy Imbalance Service will be billed to the Consumer's Scheduling ESS. The amount of energy imbalance is calculated for the entire load the Scheduling ESS is serving for an ESS.

**3. Alternate Provision**

A Direct Access Consumer must purchase Energy Imbalance Service from the Company unless the Consumer or its Scheduling ESS makes alternative comparable arrangements to prevent the occurrence of energy imbalances with the Company. The Consumer or its Scheduling ESS must demonstrate to the Company that such alternative arrangements will be effective in preventing energy imbalances with the Company.

**C. Operating Reserve – Spinning Reserve Service**

**1. Definition**

Spinning reserve serves load immediately in the event of a system contingency. Spinning Reserve Service is provided by generating units that are controlled by automatic generation control, on-line and loaded at less than maximum output. Upon the outage of a generation resource for which Spinning Reserve Service has been purchased, Spinning Reserve Service provides replacement capacity commencing immediately until the earlier of (a) the restoration of the resource to service or (b) the end of ten (10) full minutes after the occurrence of the outage.

**2. Terms and Conditions**

Terms and conditions for Operating Reserve – Spinning Reserve Service are established by the Company's applicable tariff approved by the FERC. Charges for Operating Reserve – Spinning Reserve Service will be billed to the Consumer's Scheduling ESS.

**3. Alternate Provision**

A Direct Access Consumer must purchase Spinning Reserve Service from the Company except to the degree that the Consumer or its Scheduling ESS makes alternative comparable arrangements to satisfy its Spinning Reserve Service obligation. A Consumer electing such alternate provision of all or a portion of its Spinning Reserve Service obligation must demonstrate that its alternative arrangements are comparable to service under the Company's applicable tariff approved by the FERC.

(continued)

**XI. Ancillary Services** (continued)

**D. Operating Reserve – Supplemental Reserve Service**

**1. Definition**

Supplemental reserve serves load in the event of a system contingency within a short period of time. Supplemental Reserve Service is provided by generating units that are on-line and loaded at less than maximum output, by quick-start generation or by interruptible load. Upon the outage of a generation resource for which Supplemental Reserve Service has been purchased, Supplemental Reserve Service provides replacement capacity commencing ten (10) full minutes after the outage until the earlier of (a) the restoration of the resource to service or (b) the end of the first full hour immediately following the occurrence of the outage.

**2. Terms and Conditions**

Terms and conditions for Operating Reserve – Supplemental Reserve Service are established by the Company's applicable tariff approved by the FERC. Charges for Operating Reserve – Supplemental Reserve Service will be billed to the Consumer's Scheduling ESS.

**3. Alternate Provision**

A Direct Access Consumer must purchase Supplemental Reserve Service from the Company unless the Consumer makes alternative comparable arrangements to satisfy its Supplemental Reserve Service obligation. A Consumer electing such alternate provision of its Supplemental Reserve Service obligation must demonstrate that its alternative arrangements are comparable to service under the Company's applicable tariff approved by the FERC.

**XII. Scheduling**

A. The scheduling of resources and transmission and distribution usage with the Company under Direct Access Service will be performed only by a certified Scheduling ESS.

B. Each Scheduling ESS must provide schedules to the Company pursuant to the terms of the Company's applicable tariff approved by the FERC.

C. All scheduling must be performed in accordance with the Scheduling ESS Service Operating Agreement and with the Company's scheduling protocols.

(continued)

**XIII. ESS Credit Requirements**

**A. Credit Review/Applicability**

These standards apply to a Non-Scheduling ESS or Scheduling ESS (sometimes collectively referred to as ESSs in this Section) selling electric services available pursuant to direct access to one or more retail electricity Consumers. Each ESS must qualify on an individual basis. An ESS's participation in direct access is contingent upon meeting and maintaining the credit requirements set forth in this Tariff and the applicable ESS Service Agreement and/or Scheduling ESS Operating Agreement. The Company shall determine whether the ESS meets the Company's initial creditworthiness requirements as set forth below, and advise the Commission whether the ESS has been credit approved or not. The Company shall enter into an ESS Service Agreement and/or Scheduling ESS Operating Agreement after ESS's credit has been established pursuant to this Section XIII, collateral has been obtained and ESS certification by the Commission is complete. The Company shall continue to monitor the ESS creditworthiness to determine continuing compliance under the minimum credit requirements.

**B. Credit Exposure**

An ESS must establish and maintain creditworthiness relative to the Company's Credit Exposure to the ESS. Credit Exposure shall include, but not be limited to, the expected liabilities described in Section 4(a) herein.

**C. Establishment of Credit**

An ESS must establish its creditworthiness as stated in this Section.

**1. Creditworthiness Requirements**

Each ESS, or guarantor, must demonstrate the Company's creditworthiness requirements by satisfying all of the criteria in Section XIII(C)(1). An ESS who cannot demonstrate the requirements of Section XIII. (C)(1) shall provide a collateral deposit as described in Section XIII. (C)(4) to establish credit.

**a. Credit Evaluation**

An ESS seeking to enter into a new ESS Service Agreement or new Scheduling ESS Operating Agreement with the Company must complete a credit application to provide the financial information necessary to conduct a credit evaluation and establish the ESS's initial credit profile. The Company may require an ESS to complete a new or revised credit application under this Section if the ESS's ESS Service Agreement or Scheduling ESS Operating Agreement has been terminated, was not renewed, or in any other manner was caused to lapse; if the ESS no longer meets the minimum credit criteria; or periodically based on the Company's standard commercial practice. The credit evaluation will be conducted by the Company.

(continued)

**XIII. ESS Credit Requirements** (continued)

**C. Establishment of Credit** (continued)

**1. Creditworthiness Requirements** (continued)

**a. Credit Evaluation** (continued)

This evaluation will be completed within ten (10) Business Days from the Company's receipt of a completed credit application and all relevant financial statements. All information required to evaluate credit will remain strictly confidential between the ESS and the Company, except as otherwise required by law. The Company will notify the Commission of its credit decision upon completion of the Company's credit review. All credit evaluations and associated collateral deposit calculations performed by the Company will be done in a non-discriminatory and consistent manner.

**b. Required Credit Information**

Each ESS and guarantor (if applicable) will be required to provide the following information: (1) completed credit application; (2) three (3) years of annual, audited financial statements; and (3) the latest interim financial statements along with the same interim financial statements from the prior year.

**c. Rating Agency**

An ESS and guarantor (if applicable) must demonstrate a current and maintained long-term, senior unsecured debt rating of Baa3 or higher from Moody's Investor Service (Moody's) or BBB- or higher from Standard and Poors (S&P).

**d. Tangible Net Worth**

An ESS and guarantor (if applicable) must maintain a minimum Tangible Net Worth of $750 million dollars and demonstrate a minimum Tangible Net Worth of $750 million dollars for the prior two (2) year period. Tangible Net Worth is defined as net worth minus intangibles such as goodwill and rights to patents or royalties.

**e. Credit History**

An ESS and guarantor (if applicable) must not be currently in default under any of its agreements with the Company or under any of its other Agreements, and must be current on all of its financial obligations. An ESS and guarantor (if applicable) must pay all past due amounts owed to the Company before credit is established.

(continued)

**XIII. ESS Credit Requirements** (continued)

**C. Establishment of Credit** (continued)

**2. Unsecured Credit**

For an ESS and guarantor (if applicable) whose creditworthiness is established by satisfying requirements in Section XIII(C)(1) above, a maximum unsecured credit limit will be established by the Company according to the following table. The S&P and Moody's rating is based on the ESS's long-term senior unsecured debt rating. If an ESS is split rated, the applicable credit limit will be based on the lower debt rating.

| S&P / Moody's Ratings | Unsecured Credit Limit |
|---|---|
| > A+ / A1 | $15MM |
| =A / A2 | $10MM |
| =A- / A3 | $7MM |
| =BBB+ / Baa1 | $5MM |
| =BBB / Baa2 | $4MM |
| =BBB- / Baa3 | $3MM |
| <BBB- / Baa3 | $0MM |

The Company may increase the maximum unsecured credit limit on a case by case basis in a consistent manner using accepted commercial credit standards and based on the following criteria: (1) financial performance; (2) credit payment history; and (3) business fundamentals, which includes review of (a) market position; (b) litigation and contingencies; (c) organization; and (d) strategic and financial support. The Company will monitor the established creditworthiness utilizing these factors on an on-going basis.

**3. Collateral Requirements**

The ESS shall be required to post or increase collateral under any of the following conditions:

a. the ESS does not meet the minimum creditworthiness standards established in Section XIII. (C)(1) above;

b. the ESS fails to provide the Company sufficient relevant credit and financial information on an ongoing basis as required in Sections XIII. (C)(1) and (C)(5) and the ESS Service Agreement or Scheduling ESS Operating Agreement;

c. the ESS experiences a Material Adverse Change. A Material Adverse Change is defined as the occurrence of any of the following events: (1) the ESS's long-term senior, unsecured debt rating is downgraded by either S&P or Moody's below BBB- and Baa3, respectively, or (2) a change in condition (financial or otherwise), net worth, assets, or properties which can reasonably be anticipated to impair the ESS's ability to fulfill its payment and credit obligations.; or

(continued)

**XIII. ESS Credit Requirements** (continued)

**C. Establishment of Credit** (continued)

**3. Collateral Requirements** (continued)

d. the Company's total Credit Exposure to the ESS exceeds the ESS's unsecured credit limit as established according to Section XIII. (C)(2) and/or any existing collateral deposit.

**4. Collateral Deposits**

If collateral is required under Section XIII. (C)(3), the ESS shall submit and maintain a collateral deposit as described in this Section.

**a. Amount of Collateral Deposit**

The amount of the collateral deposit required to establish credit will be the sum of the following amounts as applicable:

(i) for ESSs billing consumers for services provided by the Company, three times the estimated maximum monthly consumer charges owed by the ESS to the Company, where such estimate is based on the usage and Tariff prices expected to prevail over the next twelve (12) months;

(ii) for Scheduling ESSs, sixty (60) times the estimated maximum daily Potential Replacement Cost of scheduled energy. Potential Replacement Cost is estimated by multiplying the total amount of energy expected to be scheduled by the Scheduling ESS times the Company's estimate of market prices expected during the forthcoming sixty (60) days;

(iii) all other charges from the Company to an ESS as estimated over a ninety (90) day period; and

(iv) all invoiced and non-invoiced receivables due from the ESS.

(v) In all cases where a collateral deposit is required under this Section 4, the ESS's collateral deposit shall not be less than $500,000.

**b. Form of Collateral Deposit**

Collateral deposits shall be in the form of (1) cash deposits, (2) Letters of Credit, defined as irrevocable and renewable issued by a major financial institution acceptable to the Company, or (3) guarantees, with guarantors who have a long-term senior, unsecured debt rating of Baa3 or higher from Moody's or BBB- or higher from S&P, unless the Company determines that a material change in the guarantor's creditworthiness has occurred, or, in other cases, through the credit evaluation process described above.

(continued)

**XIII. ESS Credit Requirements** (continued)

**C. Establishment of Credit** (continued)

**4. Collateral Deposits** (continued)

**c. Collateral Deposit Payment Timetable**

ESSs are obligated to post collateral deposits with the Company prior to entering into an ESS Service Agreement and/or Scheduling ESS Operating Agreement. Collateral deposit increases and/or adjustments must be received within two (2) calendar days of a request from the Company. Collateral deposits must be established, maintained or extended within five (5) days of expiration of a collateral deposit.

**d. Interest on Cash Deposit**

The Company shall pay interest on cash collateral deposits. Interest shall be calculated according to the interest rate prescribed in Rule 9.

**5. On-going Maintenance of Credit**

a. The Company may review the ESS's creditworthiness, credit limits and the Company's Credit Exposure on a daily basis according to the criteria described in this Section XIII. The Company may request an increase in the collateral deposit according to the method described in Section XIII. (C)(4)(a) above by providing notice to the ESS that an increase is required as the ESS enrolls additional Consumers, the ESS no longer satisfied the minimum criteria commensurate with its unsecured credit line as described in Sections XIII. (C)(1) and (C)(2) above, the Company draws on the collateral deposit or a portion of the collateral deposit pursuant to this Section or the ESS Service Agreement, and/or the Company's Credit Exposure to the ESS increases.

b. To assure continued validity of established unsecured credit, the ESS shall promptly notify the Company if the ESS (i) experiences any Material Adverse Change; (ii) the ESS's long-term, senior unsecured debt rating is downgraded by Moody's and/or S&P; (iii) experiences a change in control as a result of merger or consolidation; (iv) sells or transfers a material portion of its assets; or (v) proposes to change its designation from non-scheduling to Scheduling or vice versa.

c. The ESS shall provide to the Company an updated credit application reflecting current financial and business information pursuant to the terms of Section XIII. (C)(1)(a); upon the occurrence of any event listed in Section XIII. (C)(5)(a) or (5)(b); if the ESS has been suspended pursuant to the terms of the ESS Service Agreement; to support a request for an increased credit line; or as the Company may reasonably require on a quarterly basis.

d. The ESS shall review and maintain its collateral and establish, extend or increase collateral when required pursuant to this Section.

(continued)

**XIII. ESS Credit Requirements** (continued)

**C. Establishment of Credit** (continued)

**5. On-going Maintenance of Credit** (continued)

e. All collateral amounts will be adjusted up or down to the nearest integral multiple of $25,000, but never less than the required collateral deposit. The Company will notify the ESS of any such needed adjustments. During the first year of Direct Access Implementation, the initial collateral amount required shall be the minimum collateral amount for a period of not less than one year after the date on which the ESS enters into and signs an ESS Service Agreement and/or Scheduling ESS Operating Agreement.

**6. Re-establishment of Credit**

An ESS whose ESS Service Agreement or Scheduling ESS Operating Agreement has been suspended due to inadequate credit may re-establish its creditworthiness in the manner prescribed in Section 1 or by the provision of a collateral deposit, or by other manner described in this Section XIII.

**D. Additional Documents**

The ESS shall execute and deliver all documents and instruments (including, without limitation, security agreements and Company financing statements) reasonably required from time to time to implement the provisions set forth above and to perfect any security interest granted to the Company.

**XIV. Dispute Resolution**

**A. Disputes By Consumers**

A Consumer with concerns regarding charges or services provided by the Company should contact the Company's business center. If, after contacting the business center, the Consumer's concerns have not been satisfied, the Consumer should contact the Company's Consumer Appeal Line. An employee will investigate the dispute and make an attempt to resolve it within five days.

If the Consumer's dispute is not resolved after contacting the Consumer Appeal Line, the Consumer has the right to informally contact the Consumer Assistance Staff of the Commission. The Consumer has the right to file a formal complaint with the Commission. While a Consumer is proceeding with an informal or a formal review of a dispute, the Company will not terminate service, provided that any amounts not disputed are paid when due.

**B. Disputes By ESSs**

An ESS with concerns regarding charges or services provided by the Company in conjunction with the Company's ESS Service Agreement should contact the Company representative identified in the Agreement. The Company will attempt to informally resolve disputes. The Company or the ESS may initiate the dispute resolution process specified in the Agreement.

NET POWER COSTS
COST-BASED SUPPLY SERVICE



**Available**

In all territory served by the Company in the State of Oregon.

**Applicable**

To Residential Consumers and Nonresidential Consumers who have elected to take Cost-Based Supply Service under this schedule or under Schedules 210, 211, 212, 213 or 247. This service may be taken only in conjunction with the applicable Delivery Service Schedule. Also applicable to Nonresidential Consumers who, based on the announcement date defined in OAR 860-038-275, do not elect to receive standard offer service under Schedule 220 or direct access service under the applicable tariff. In addition, applicable to some Large Nonresidential Consumers on Schedule 400 whose special contracts require prices under the Company's previously applicable Schedule 48T. For Consumers on Schedule 400 who were served on previously applicable Schedule 48T prices under their special contract, this service, in conjunction with Delivery Service Schedule 48, supersedes previous Schedule 48T.

Nonresidential Consumers who had chosen either service under Schedule 220 or who chose to receive direct access service under the applicable tariff may qualify to return to Cost-Based Supply Service under this Schedule after meeting the Returning Service Requirements and making a Returning Service Payment as specified in this Schedule.

**Monthly Billing**

The Monthly Billing shall be the Energy Charge, as specified below by Delivery Service Schedule.

| **Delivery Service Schedule No.** | | | **Delivery Voltage** | | |
|---|---|---|---|---|---|
| | | | **Secondary** | **Primary** | **Transmission** |
| 4 | Per kWh | 0-1000 kWh | 2.016¢ | | |
| | | > 1000 kWh | 2.705¢ | | |
| 5 | Per kWh | 0-1000 kWh | 2.016¢ | | |
| | | > 1000 kWh | 2.705¢ | | |

For Schedules 4 and 5, the kilowatt-hour blocks listed above are based on an average month of approximately 30.42 days. Residential kilowatt-hour blocks shall be prorated to the nearest whole kilowatt-hour based upon the number of whole days in the billing period (see Rule 10 for details).

| | | | | | |
|---|---|---|---|---|---|
| 6 | Per kWh | All kWh | 2.184¢ | | |
| | plus | per On-Peak kWh | 14.270¢ | | |
| | plus | per Off-Peak kWh (credit) | -3.790¢ | | |

For Schedule 6, On-Peak hours are from 5 p.m. to 9 p.m., all days. Off-Peak hours are all remaining hours

| | | | | |
|---|---|---|---|---|
| 23 | First 3,000 kWh, per kWh | 2.197¢ | 2.130¢ | |
| | All additional kWh, per kWh | 1.629¢ | 1.580¢ | |
| 28 | All kWh, per kWh | 2.087¢ | 2.068¢ | |

(continued)

**Monthly Billing (continued)**

| **Delivery Service Schedule No.** | | **Secondary** | **Primary** | **Transmission** |
|---|---|---|---|---|
| | | | **Delivery Voltage** | |
| 29 | All kWh, per kWh | 2.633¢ | 2.633¢ | |
| | Plus per Off-Peak kWh (credit) | -0.739¢ | -0.739¢ | |

For Schedule 29, Summer On-Peak hours are from 4 p.m. to 8 p.m. Monday through Friday excluding holidays in the Summer months of April through October. Non-Summer On-Peak hours are from 6 a.m. to 10 a.m. and 5 p.m. to 8 p.m. Monday through Friday excluding holidays in the Non-Summer months of November through March. Off-Peak hours are all remaining hours.

| | | | | |
|---|---|---|---|---|
| 30 | All kWh, per kWh | 2.036¢ | 2.068¢ | |
| 41 | All kWh, per kWh | 1.974¢ | 1.943¢ | |
| | Optional TOU Adders | | | |
| | Plus per On-Peak kWh | 4.989¢ | 4.989¢ | |
| | Plus per Off-Peak kWh (credit) | -0.992¢ | -0.992¢ | |

Schedule 41 Consumers may choose to participate in one of two Time-of-Use (TOU) rate options, Option A and Option B which provide time-varying rates in the Summer months of July, August and September. Consumers may choose to participate in Option A with On-Peak hours from 2 p.m. to 6 p.m. all days in Summer or Option B with On-Peak hours from 6 p.m. to 10 p.m. all days in Summer. Off-peak hours for each Option are all other Summer hours which are not On-Peak. All other months have no time-of-use periods or rate adders.

| | | | | |
|---|---|---|---|---|
| 47/48 | Per kWh On-Peak | 2.461¢ | 2.374¢ | 2.259¢ |
| | Per kWh, Off-Peak | 1.774¢ | 1.686¢ | 1.571¢ |

For Schedule 47 and Schedule 48, Summer On-Peak hours are from 1 p.m. to 10 p.m. all days in the Summer months of June through September. Non-Summer On-Peak hours are from 6 a.m. to 9 a.m. and 4 p.m. to 10 p.m. in the Non-Summer months of October through May. Off-Peak hours are all remaining hours.

| 15 | **Type of Lamp** | **LED Equivalent Lumens** | **Monthly kWh** | **Rate per Lamp** |
|---|---|---|---|---|
| | Level 1 | 0-5,000 | 19 | $0.63 |
| | Level 2 | 5,001-12,000 | 34 | $1.12 |
| | Level 3 | 12,001+ | 57 | $1.88 |

(continued)

**Monthly Billing (continued)**

**Delivery Service Schedule No.**

| | Type of Lamp | LED Equivalent Lumens | Monthly kWh | Rate per Lamp |
|---|---|---|---|---|
| 51 | Level 1 | 0-3,500 | 8 | $0.23 |
| | Level 2 | 3,501-5,500 | 15 | $0.42 |
| | Level 3 | 5,501-8,000 | 25 | $0.70 |
| | Level 4 | 8,001-12,000 | 34 | $0.96 |
| | Level 5 | 12,001-15,500 | 44 | $1.24 |
| | Level 6 | 15,501+ | 57 | $1.61 |

| | Types of Luminaire | Nominal rating | Watts | Monthly kWh | Rate Per Luminaire |
|---|---|---|---|---|---|
| 53 | High Pressure Sodium | 5,800 | 70 | 31 | $0.26 |
| | High Pressure Sodium | 9,500 | 100 | 44 | $0.37 |
| | High Pressure Sodium | 16,000 | 150 | 64 | $0.53 |
| | High Pressure Sodium | 22,000 | 200 | 85 | $0.71 |
| | High Pressure Sodium | 27,500 | 250 | 115 | $0.95 |
| | High Pressure Sodium | 50,000 | 400 | 176 | $1.46 |
| | Metal Halide | 9,000 | 100 | 39 | $0.32 |
| | Metal Halide | 12,000 | 175 | 68 | $0.56 |
| | Metal Halide | 19,500 | 250 | 94 | $0.78 |
| | Metal Halide | 32,000 | 400 | 149 | $1.24 |
| | Metal Halide | 107,800 | 1,000 | 354 | $2.94 |
| | Non-Listed Luminaire, per kWh | | | | 0.830¢ |

54 Per kWh 0.830¢

(continued)

**Returning Service Requirements**

For Nonresidential Consumers who have chosen service under Schedule 220, Standard Offer Supply Service or who have chosen Direct Access Delivery service under the applicable tariff. A Consumer shall meet the Returning service Requirements of this Schedule by making a request to the Company to receive service under this Schedule and agreeing to pay to the Company a Returning service Payment that compensates for the increased cost of serving such returning Consumer due to an increase in market price as compared to the market price used in determining the Consumer's applicable transition credit as specified under Schedule 294. Upon return to this Schedule, PacifiCorp will cease applying Schedule 294 to the returning Consumer receiving service under this Schedule and shall remove the Consumer's Schedule 294 credit from the transition adjustment balancing account.

**Returning Service Payment**, expressed in dollars, shall be the result of multiplying the expected remaining monthly usage times the difference between the forward market price at the time of the Consumer's request to return to Cost-Based Supply Service and the forward market price used for determining the Schedule 294 Transition Adjustment, times 110 percent.

The Payment shall be based on the Consumer's expected monthly usage and the Company's current forward energy market prices. The Consumer's expected remaining usage shall be based on a pro rata share of the current month's usage and Consumer's historical data for each remaining month of the period over which the Transition Adjustment was calculated. Consumer's usage will be allocated into peak and off-peak periods by month using a predetermined peak/off-peak ratio for Customer's applicable Delivery Service Schedule.

The payment will be calculated by multiplying the monthly allocated peak- and off-peak usage by the difference between the forward market price at the time of the request and the forward market price used for the Schedule 294 Adjustment. The Returning Service Payment will only apply if the result of this calculation results in a positive number.

For the Consumer who chooses direct access service or Schedule 220, the Consumer will pay the Returning Service Payment to return to service under this schedule.

Upon receiving the calculated amount of the Returning Service Payment from the Company, Consumer shall have until the close of business on that day to execute the agreement to pay the Returning Service Payment.

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**Purpose**

The purpose of this Schedule is to adjust prices to reflect the results of the ongoing valuation method under OAR 860-038-0140.

**Applicable**

This Schedule is applicable to all Nonresidential Consumers receiving service under Schedule 220, Standard Offer Service, Schedule 230, Emergency Supply Service or the applicable Direct Access Service Schedule except consumers electing a multi-year opt-out.

**Transition Adjustment**

The transition adjustment is the difference between the estimated market value of the electricity that is freed up when a customer chooses to leave Cost-Based Supply Service for Direct Access versus the Company's regulated price. The estimated market value of the freed up electricity is determined by running two system simulations – one simulation with the Company serving the Direct Access Consumer and one simulation with the Company not serving the Direct Access Consumer. The difference between the two scenarios is analyzed to calculate the impact on the Company's total system. The impacts are then used to determine the Weighted Market Value of the energy, which is then compared to the Customer's energy-only tariff schedule rate.

The Transition Adjustment amounts are shown below for each rate schedule, by Heavy Load Hours (HLH), Light Load Hours (LLH) and voltage level, where applicable. Adjustments are expressed on a cents per kilowatt-hour basis.

**Notification of Transition Adjustment**

Based on the announcement date defined in OAR 860-038-275, the Company will post on its website (www.pacificpower.net) the monthly on- and off-peak transition adjustment for each delivery service schedule shown on Schedule 201 for each applicable delivery voltage level for Nonresidential Consumers for the 12-month period from January 1 through December 31 of the calendar year subsequent to the announcement date.

**Balancing Account**

Beginning January 2006, the Company will accrue in this account, the costs, resulting from changes in the forward price curve that occurred during the open enrollment window, the load actually participating in Direct Access as compared to the assumed level of participation in the simulations, and any executed energy transactions resulting from significant load departure, if such costs exceed $250,000. The Company shall accrue interest on transition adjustment balances, whether positive or negative, at the Company's authorized rate of return. Amounts in this account will be recovered through an adjustment schedule from all consumers eligible for direct access.

(continued)

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**OREGON**
**SCHEDULE 294**

TRANSITION ADJUSTMENT



One-Year Option - Transition Adjustments (cents/kWh)

| | 23/723 Secondary | | 23/723 Primary | | 28/728 Secondary | | 28/728 Primary | | 30/730 Secondary | |
|---|---|---|---|---|---|---|---|---|---|---|
| | HLH | LLH | HLH | LLH | HLH | LLH | HLH | LLH | HLH | LLH |
| Jan-22 | -7.046 | -5.983 | -7.639 | -6.125 | -7.004 | -6.028 | -7.118 | -6.007 | -7.082 | -6.066 |
| Feb-22 | -4.935 | -4.874 | -5.411 | -5.081 | -4.899 | -4.926 | -4.924 | -4.956 | -4.975 | -5.000 |
| Mar-22 | -2.833 | -2.973 | -3.305 | -3.126 | -2.842 | -2.947 | -2.880 | -2.965 | -2.896 | -3.013 |
| Apr-22 | -2.381 | -2.257 | -2.797 | -1.323 | -2.382 | -2.213 | -2.351 | -2.202 | -2.391 | -2.302 |
| May-22 | -1.076 | -1.224 | -1.030 | -1.210 | -1.054 | -1.197 | -1.084 | -1.242 | -1.108 | -1.252 |
| Jun-22 | -1.350 | -2.145 | -2.252 | -1.965 | -1.422 | -2.138 | -1.367 | -2.192 | -1.474 | -2.148 |
| Jul-22 | -8.477 | -6.973 | -8.202 | -5.919 | -8.277 | -6.946 | -8.050 | -6.873 | -8.236 | -6.981 |
| Aug-22 | -10.266 | -10.436 | -9.620 | -9.592 | -9.998 | -10.481 | -9.531 | -10.428 | -10.037 | -10.067 |
| Sep-22 | -6.050 | -7.942 | -4.670 | -7.808 | -6.092 | -7.916 | -5.781 | -7.884 | -6.097 | -8.071 |
| Oct-22 | -4.994 | -4.429 | -3.567 | -4.156 | -4.974 | -4.530 | -4.858 | -4.464 | -4.962 | -4.537 |
| Nov-22 | -4.200 | -3.947 | -4.775 | -3.889 | -4.028 | -3.948 | -4.358 | -3.937 | -4.228 | -3.994 |
| Dec-22 | -5.933 | -5.544 | -6.549 | -5.785 | -6.026 | -5.584 | -5.912 | -5.512 | -6.020 | -5.625 |

| | 30/730 Primary | | 41/741 Secondary | | 41/741 Primary | | 47/747,48/748 Secondary | | 47/747,48/748 Primary | |
|---|---|---|---|---|---|---|---|---|---|---|
| | HLH | LLH | HLH | LLH | HLH | LLH | HLH | LLH | HLH | LLH |
| Jan-22 | -7.067 | -6.042 | | | | | 0.001 | 0.001 | -7.211 | -6.123 |
| Feb-22 | -4.933 | -4.991 | | | | | 0.001 | 0.001 | -5.069 | -5.051 |
| Mar-22 | -2.858 | -2.993 | | | | | -2.412 | -2.784 | -2.997 | -3.120 |
| Apr-22 | -2.399 | -2.273 | -2.514 | -2.275 | -2.545 | -2.306 | -2.463 | -1.270 | -2.494 | -1.110 |
| May-22 | -1.079 | -1.218 | -1.104 | -1.228 | -1.134 | -1.259 | -1.110 | -1.203 | -1.189 | -1.317 |
| Jun-22 | -1.395 | -2.161 | -1.745 | -2.216 | -1.775 | -2.246 | -1.760 | -2.198 | -1.532 | -2.190 |
| Jul-22 | -8.319 | -6.970 | -8.796 | -6.540 | -8.827 | -6.570 | -8.762 | -6.427 | -8.453 | -6.944 |
| Aug-22 | -9.743 | -10.333 | -10.209 | -9.940 | -10.239 | -9.970 | -10.184 | -9.955 | -10.044 | -10.089 |
| Sep-22 | -6.029 | -8.121 | -6.376 | -6.292 | -6.406 | -6.322 | -6.582 | -6.598 | -6.151 | -8.084 |
| Oct-22 | -3.484 | -4.590 | -4.693 | -4.433 | -4.723 | -4.463 | -4.774 | -4.991 | -5.139 | -4.412 |
| Nov-22 | -4.382 | -3.989 | | | | | 0.001 | 0.001 | -4.331 | -4.042 |
| Dec-22 | -5.793 | -5.647 | | | | | 0.001 | 0.001 | -6.065 | -5.651 |

| | 47/747,48/748 Transmission | | 51/751 | | 52/752 | | 53/753 | | 54/754 | |
|---|---|---|---|---|---|---|---|---|---|---|
| | HLH | LLH | HLH | LLH | HLH | LLH | HLH | LLH | HLH | LLH |
| Jan-22 | -7.082 | -5.895 | -8.404 | -7.183 | -8.404 | -7.183 | -8.404 | -7.183 | -8.405 | -7.183 |
| Feb-22 | -4.936 | -4.857 | -6.199 | -6.124 | -6.199 | -6.124 | -6.200 | -6.125 | -6.200 | -6.125 |
| Mar-22 | -2.938 | -3.065 | -4.129 | -4.258 | -4.129 | -4.258 | -4.130 | -4.259 | -4.130 | -4.259 |
| Apr-22 | -2.479 | -1.231 | -3.654 | -2.345 | -3.654 | -2.345 | -3.655 | -2.346 | -3.655 | -2.346 |
| May-22 | -1.194 | -1.308 | -2.320 | -2.446 | -2.320 | -2.446 | -2.321 | -2.446 | -2.321 | -2.446 |
| Jun-22 | -1.573 | -2.226 | -2.684 | -3.332 | -2.684 | -3.332 | -2.685 | -3.332 | -2.685 | -3.332 |
| Jul-22 | -8.034 | -6.784 | -9.406 | -7.108 | -9.406 | -7.108 | -9.407 | -7.109 | -9.407 | -7.109 |
| Aug-22 | -9.572 | -9.774 | -11.151 | -11.176 | -11.151 | -11.176 | -11.152 | -11.177 | -11.152 | -11.177 |
| Sep-22 | -5.878 | -7.794 | -7.194 | -9.118 | -7.194 | -9.118 | -7.195 | -9.119 | -7.195 | -9.119 |
| Oct-22 | -5.055 | -4.309 | -6.304 | -5.517 | -6.304 | -5.517 | -6.305 | -5.518 | -6.305 | -5.518 |
| Nov-22 | -4.177 | -3.971 | -5.411 | -5.188 | -5.411 | -5.188 | -5.412 | -5.188 | -5.412 | -5.188 |
| Dec-22 | -6.065 | -5.456 | -7.356 | -6.843 | -7.356 | -6.843 | -7.356 | -6.844 | -7.356 | -6.844 |

**Available**

In all territory served by the Company in the State of Oregon.

**Applicable**

To Large Nonresidential Consumers who have chosen to opt-out of the Company's Cost-Based Supply Service Schedule 201 for a minimum three-year period and who currently receive Delivery Service under Schedules 47, 48, 747, or 748 or Consumers who receive service under Delivery Service Schedules 30, 47 and/or 48 or 730, 747 and/or 748 under a single corporate entity with meters of more than 200 kW of billing demand at least once in the previous thirteen months that total to at least 2 MW.

**Total Eligible Load**

A total load of 200 MW will be accepted under this schedule.

**Transition Adjustment**

The Transition Adjustments for each three-year period are listed below by applicable enrollment period.

The annual Transition Adjustment amounts are shown below for each Delivery Service rate schedule, by voltage level, for Heavy Load Hours (HLH) and Light Load Hours (LLH). Adjustments are expressed on a cents per kilowatt-hour basis.

**Energy Supply**

The Consumer must elect to purchase energy from an ESS (Direct Access Service) for all of the Consumer's Points of Delivery under this schedule.

**Notification of Transition Adjustment**

Based on the announcement date defined in OAR 860-038-275, the Company will post on its website (www.pacificpower.net) the transition adjustment for each eligible delivery service schedule shown on Schedule 201 for each applicable delivery voltage level for Nonresidential Consumers for the 3-year period from January 1 of the calendar year subsequent to the announcement date.

**Balancing Account**

Beginning January 2007, the Company will accrue in this account, the costs, resulting from changes in the forward price curve that occurred during the open enrollment window, the load actually participating in Direct Access as compared to the assumed level of participation in the simulations, and any executed energy transactions resulting from significant load departure, if such costs exceed $250,000.  The Company shall accrue interest on the transition adjustment balances, whether positive or negative, at the Company's authorized rate of return.  Amounts in this account will be recovered through an adjustment schedule from all consumers eligible for direct access.

(continued)

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## Three-Year Option - Transition Adjustments (cents/kWh)

### Adjustments for Consumers Electing This Option for 2019-2021 (No New Service)

| | 30/730 Secondary | | 30/730 Primary | |
|---|---|---|---|---|
| | HLH | LLH | HLH | LLH |
| **2019** | -0.916 | -0.907 | -0.962 | -0.964 |
| **2020** | -0.584 | -0.685 | -0.663 | -0.732 |
| **2021** | -0.943 | -0.995 | -0.978 | -1.020 |

| | 47/747, 48/748 Secondary | | 47/747, 48/748 Primary | | 47/747, 48/748 Transmission | |
|---|---|---|---|---|---|---|
| | HLH | LLH | HLH | LLH | HLH | LLH |
| **2019** | -1.020 | -0.711 | -1.154 | -1.134 | -1.164 | -1.251 |
| **2020** | -0.854 | -0.659 | -0.805 | -0.915 | -0.781 | -1.013 |
| **2021** | -1.155 | -0.883 | -1.197 | -1.203 | -1.154 | -1.278 |

### Adjustments for Consumers Electing This Option for 2020-2022 (No New Service)

| | 30/730 Secondary | | 30/730 Primary | |
|---|---|---|---|---|
| | HLH | LLH | HLH | LLH |
| **2020** | -0.987 | -0.983 | -1.048 | -0.955 |
| **2021** | -1.112 | -1.208 | -1.150 | -1.244 |
| **2022** | -1.179 | -1.437 | -1.210 | -1.416 |

| | 47/747, 48/748 Secondary | | 47/747, 48/748 Primary | | 47/747, 48/748 Transmission | |
|---|---|---|---|---|---|---|
| | HLH | LLH | HLH | LLH | HLH | LLH |
| **2020** | -1.236 | -1.113 | -1.214 | -1.178 | -1.215 | -1.191 |
| **2021** | -1.238 | -1.559 | -1.317 | -1.485 | -1.334 | -1.475 |
| **2022** | -1.406 | -1.687 | -1.392 | -1.634 | -1.399 | -1.615 |

### Adjustments for Consumers Electing This Option for 2021-2023

| | 30/730 Secondary | | 30/730 Primary | |
|---|---|---|---|---|
| | HLH | LLH | HLH | LLH |
| **2021** | -1.335 | -1.580 | -1.316 | -1.520 |
| **2022** | -1.351 | -1.596 | -1.280 | -1.542 |
| **2023** | -1.430 | -1.637 | -1.341 | -1.594 |

| | 47/747, 48/748 Secondary | | 47/747, 48/748 Primary | | 47/747, 48/748 Transmission | |
|---|---|---|---|---|---|---|
| | HLH | LLH | HLH | LLH | HLH | LLH |
| **2021** | -1.292 | -1.557 | -1.386 | -1.651 | -1.442 | -1.675 |
| **2022** | -1.324 | -1.632 | -1.419 | -1.726 | -1.454 | -1.738 |
| **2023** | -1.417 | -1.674 | -1.511 | -1.768 | -1.546 | -1.785 |



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Etta Lockey, Vice President, Regulation
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**Available**

In all territory served by the Company in the State of Oregon.

**Applicable**

To Large Nonresidential Consumers who have chosen to opt-out of the Company's Cost-Based Supply Service Schedule 201 for a five-year period and who currently receive Delivery Service under Schedules 47, 48, 747, or 748 or Consumers who receive service under Delivery Service Schedules 30, 47 and/or 48 or 730, 747 and/or 748 under a single corporate entity with meters of more than 200 kW of billing demand at least once in the previous thirteen months that total to at least 2 MW.

**Total Eligible Load**

A total of 175 aMW will be accepted under this schedule.

**Transition Adjustment**

The Transition Adjustments for each five-year period are listed below by applicable enrollment period. At the end of the applicable five-year period, consumers who have elected this option will no longer be subject to Transition Adjustments.

The annual Transition Adjustment amounts are shown below for each Delivery Service rate schedule, by voltage level. Transition Adjustments are expressed on a cents per kilowatt-hour basis.

**Consumer Opt-Out Charge**

The Consumer Opt-Out Charge will be applicable for the five-year enrollment period. At the end of the applicable five-year period, consumers who have elected this option will no longer be subject to the Consumer Opt-Out Charge, Transition Adjustments or to charges in Schedule 200, Base Supply Service.

**Energy Supply**

The Consumer must elect to purchase energy from an ESS (Direct Access Service) for all of the Consumer's Points of Delivery under this schedule.

**Return to Cost-Based Service**

Consumers electing service under this schedule must give the Company not less than four years' notice to return to Standard Offer Service or Cost-Based Service as described in Section VII of Rule 21 of this tariff. If a Consumer gives notice to return within the five-year transition period, the Consumer Opt-Out Charge will cease to apply to that consumer after the date of the official notice; Transition Adjustments will continue to apply during the remainder of the applicable period.

(continued)

**Notification of Transition Adjustment and Consumer Opt-Out Charges**

Based on the announcement date defined in OAR 860-038-275, the Company will post on its website (www.pacificpower.net) the Transition Adjustment and Consumer Opt-Out Charge for each eligible Delivery Service schedule shown on Schedule 201 for each applicable delivery voltage level for Nonresidential Consumers for the five-year period from January 1 of the calendar year subsequent to the announcement date. The Consumer Opt–Out Charge may be subject to later adjustments pursuant to commission-approved rate changes related to Schedule 200, Base Supply Service.

**Balancing Account**

The Company will accrue in this account, the costs, resulting from changes in the forward price curve that occurred during the open enrollment window, the load actually participating in Direct Access as compared to the assumed level of participation in the simulations, and any executed energy transactions resulting from significant load departure, if such costs exceed $250,000. The Company shall accrue interest on the transition adjustment balances, whether positive or negative, at the Company's authorized rate of return. Amounts in this account will be recovered through an adjustment schedule from all consumers eligible for direct access.

(continued)

The Monthly Billing will be the Transition Adjustments plus the Consumer Opt-Out Charge as specified below by Delivery Service Schedule.

**Adjustments for Consumers Electing This Option for Service Beginning January 1, 2018 (No New Service)**

Transition Adjustments (cents/kWh)

| | 730 Secondary | 730 Primary | 747, 748 Secondary | 747, 748 Primary | 747, 748 Transmission |
|---|---|---|---|---|---|
| **2018** | 0.089 | 0.047 | 0.057 | -0.143 | -0.213 |
| **2019** | 0.100 | 0.058 | 0.067 | -0.135 | -0.208 |
| **2020** | -0.122 | -0.162 | -0.154 | -0.346 | -0.409 |
| **2021** | -0.340 | -0.378 | -0.371 | -0.556 | -0.609 |
| **2022** | -0.362 | -0.401 | -0.394 | -0.587 | -0.643 |

Consumer Opt-Out Charge (cents/kWh)

| | 730 Secondary | 730 Primary | 747, 748 Secondary | 747, 748 Primary | 747, 748 Transmission |
|---|---|---|---|---|---|
| **2018-2022** | 2.005 | 1.935 | 1.987 | 1.666 | 1.462 |

**Adjustments for Consumers Electing This Option for Service Beginning January 1, 2019 (No New Service)**

Transition Adjustments (cents/kWh)

| | 730 Secondary | 730 Primary | 747, 748 Secondary | 747, 748 Primary | 747, 748 Transmission |
|---|---|---|---|---|---|
| **2019** | -0.376 | -0.417 | -0.408 | -0.607 | -0.661 |
| **2020** | -0.776 | -0.815 | -0.806 | -0.996 | -1.034 |
| **2021** | -0.004 | -0.044 | -0.035 | -0.232 | -0.299 |
| **2022** | -0.174 | -0.216 | -0.206 | -0.416 | -0.481 |
| **2023** | -0.556 | -0.600 | -0.590 | -0.810 | -0.865 |

Consumer Opt-Out Charge (cents/kWh)

| | 730 Secondary | 730 Primary | 747, 748 Secondary | 747, 748 Primary | 747, 748 Transmission |
|---|---|---|---|---|---|
| **2019-2023** | 1.633 | 1.563 | 1.616 | 1.291 | 1.081 |

*(continued)*

**Adjustments for Consumers Electing This Option for Service Beginning January 1, 2020 (No New Service)**

Transition Adjustments (cents/kWh)

| | 730 Secondary | 730 Primary | 747, 748 Secondary | 747, 748 Primary | 747, 748 Transmission |
|---|---|---|---|---|---|
| **2020** | -0.766 | -0.803 | -0.795 | -0.976 | -1.011 |
| **2021** | -1.158 | -1.191 | -1.184 | -1.347 | -1.363 |
| **2022** | -1.250 | -1.284 | -1.277 | -1.446 | -1.460 |
| **2023** | -1.343 | -1.378 | -1.369 | -1.542 | -1.555 |
| **2024** | -1.423 | -1.458 | -1.450 | -1.625 | -1.636 |

Consumer Opt-Out Charge (cents/kWh)

| | 730 Secondary | 730 Primary | 747, 748 Secondary | 747, 748 Primary | 747, 748 Transmission |
|---|---|---|---|---|---|
| **2020-2024** | 1.010 | 0.947 | 0.997 | 0.706 | 0.528 |

Adjustments for Consumers Electing This Option for Service Beginning January 1, 2021 (No New Service)

Transition Adjustments (cents/kWh)

| | 730 Secondary | 730 Primary | 747, 748 Secondary | 747, 748 Primary | 747, 748 Transmission |
|---|---|---|---|---|---|
| **2021** | -1.322 | -1.286 | -1.320 | -1.414 | -1.428 |
| **2022** | -1.399 | -1.365 | -1.398 | -1.491 | -1.500 |
| **2023** | -1.392 | -1.357 | -1.391 | -1.484 | -1.494 |
| **2024** | -1.622 | -1.586 | -1.621 | -1.717 | -1.721 |
| **2025** | -1.783 | -1.746 | -1.782 | -1.881 | -1.881 |

Consumer Opt-Out Charge (cents/kWh)

| | 730 Secondary | 730 Primary | 747, 748 Secondary | 747, 748 Primary | 747, 748 Transmission |
|---|---|---|---|---|---|
| **2021-2025** | 0.628 | 0.626 | 0.610 | 0.376 | 0.233 |


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Adjustments for Consumers Electing This Option for Service Beginning January 1, 2022

Transition Adjustments (cents/kWh)

| | 730 Secondary | 730 Primary | 747, 748 Secondary | 747, 748 Primary | 747, 748 Transmission |
|---|---|---|---|---|---|
| **2022** | -4.055 | -4.022 | -4.054 | -4.144 | -4.062 |
| **2023** | -3.795 | -3.762 | -3.794 | -3.884 | -3.811 |
| **2024** | -3.466 | -3.433 | -3.465 | -3.557 | -3.495 |
| **2025** | -2.307 | -2.273 | -2.306 | -2.399 | -2.377 |
| **2026** | -1.245 | -1.211 | -1.244 | -1.337 | -1.350 |

Consumer Opt-Out Charge (cents/kWh)

| | 730 Secondary | 730 Primary | 747, 748 Secondary | 747, 748 Primary | 747, 748 Transmission |
|---|---|---|---|---|---|
| **2022-2026** | 1.071 | 1.133 | 1.079 | 0.924 | 0.797 |