

March 8, 2019

Public Utility Commission of Oregon Attn: Filing Center 201 High Street, S.E. P.O. Box 1088 Salem, OR 97308-1088

RE: Advice No. 19-07, Update to Street and Area Lighting Service Options

Portland General Electric (PGE) submits this filing pursuant to Oregon Revised Statutes 757.205 and 757.210, and Oregon Administrative Rule (OAR) 860-022-0025, for filing proposed tariff sheets associated with Tariff P.U.C. No. 18, with a requested effective date of **April 10, 2019**:

Fourteenth Revision of Sheet No. 15-4 Ninth Revision of Sheet No. 15-5 Seventh Revision of Sheet No. 15-6 Eleventh Revision of Sheet No. 91-12 Second Revision of Sheet No. 95-2 Ninth Revision of Sheet No. 95-3 First Revision of Sheet No. 95-4 Fifteenth Revision of Sheet No. 95-5 Second Revision of Sheet No. 95-6 Second Revision of Sheet No. 95-7 Eighth Revision of Sheet No. 95-8 Second Revision of Sheet No. 95-9 Second Revision of Sheet No. 95-10 Second Revision of Sheet No. 95-11 First Revision of Sheet No. 95-12 Original Sheet No. 95-13 Original Sheet No. 95-14 Ninth Revision of Sheet No. 491-11 Second Revision of Sheet No. 495-2 Eighth Revision of Sheet No. 495-3 Fourth Revision of Sheet No. 495-4 Eleventh Revision of Sheet No. 495-5 Second Revision of Sheet No. 495-6 Second Revision of Sheet No. 495-7 Ninth Revision of Sheet No. 495-8

Second Revision of Sheet No. 495-9 First Revision of Sheet No. 495-10 First Revision of Sheet No. 495-11 First Revision of Sheet No. 495-12 First Revision of Sheet No. 495-13 Original Sheet No. 495-14 Original Sheet No. 495-15 Twelfth Revision of Sheet No. 515-3 Ninth Revision of Sheet No. 515-4 Third Revision of Sheet No. 515-5 Original Sheet No. 515-6 Fourteenth Revision of Sheet No. 591-10 Third Revision of Sheet No. 595-2 Sixteenth Revision of Sheet No. 595-3 Second Revision of Sheet No. 595-4 Second Revision of Sheet No. 595-5 Tenth Revision of Sheet No. 595-6 Third Revision of Sheet No. 595-7 Second Revision of Sheet No. 595-8 Second Revision of Sheet No. 595-9 First Revision of Sheet No. 595-10 Original Sheet No. 595-11 Original Sheet No. 595-12 Original Sheet No. 595-13

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The purpose of this filing is to expand PGE's streetlighting luminaire service option for maintenance (Option B) to Schedule 95 and add additional standard and decorative Light-Emitting Diode (LED) fixture options and poles to Schedule 15, Schedule 91 and Schedule 95. Schedule 491, Schedule 495, Schedule 515, Schedule 591, and Schedule 595 are the Direct Access equivalents. Schedule 95, Schedule 495, Schedule 515, and Schedule 595 have additional sheets being filed due to movement which required repagination.

Additionally, PGE has made minor revisions to select luminaire and pole descriptions in the above tariff schedules to align with standard terminology.

A redline version of the proposed changes is attached as Attachment A as a courtesy.

To satisfy requirements under OAR 860-022-0025(2), PGE provides the following information:

This filing creates new service options for street and area lighting. Street and area light customers who choose Schedule 95 Option B, the new LED fixtures, or the new poles may see changes in their bill depending on the service selected. Because it is unknown how many customers will choose the new service options, any resulting revenue change is also unknown.

OAR 860-022-0030(1) does not apply because this filing is not proposing increased rates. The proposed rates are for new service options that are not currently available in the tariff. Work papers are attached for the proposed rates.

Should you have any questions or comments regarding this filing, please contact Colin Wright at (503) 464-8011.

Please direct all formal correspondence and requests to the following email address pge.opuc.filings@pgn.com

Sincerely,

Karla Wenzel

Manager, Pricing and Tariffs

PGE Advice No. 19-07 Attachment A

MONTHLY RATE (Continued)
Rates for LED Area Lighting

Rates for	LED Area Lighting				Monthly Rate
A	Type of Light	<u>Watts</u>	<u>Lumens</u>	Monthly kWh	Per Luminaire ⁽¹⁾
Acorn LED		38	3,262	13	\$11.24
		60	4,213	21	\$14.30
		70	4,332	24	\$14.14
		75	4,897	26	\$14.88
Acrylic	LED	60	5,488	21	\$12.86
•	O LED	70	5,120	24	\$17.79
Cobrahe	ead Equivalent				
LED	·	29	3,470	10	\$3.70
		37	2,530	13	\$4.70
		45	5,020	15	\$4.51
		50	3,162	17	\$5.13
		52	3,757	18	\$5.60
		67	5,050	23	\$6.21
		88	10,230	30	\$6.75
		106	7,444	36	\$7.99
		134	14,200	46	\$11.99
		156	16,300	53	\$13.30
		160	18,700	55	\$12.84
		176	18,300	60	\$14.99
		201	21,400	69	\$15.51
Westbro	ooke LED (Non-Flare)	36	3,369	12	\$15.54
		53	5,079	18	\$17.51
		69	6,661	24	\$17.46
		85	8,153	29	\$18.66
		136	12,687	46	\$22.21
		206	18,159	70	\$24.67
Westbro	ooke LED (Flare)	36	3,369	12	\$15.90
		53	5,079	18	\$18.06
		69	6,661	24	\$18.91
		85	8,153	29	\$20.20
		136	12,687	46	\$21.82
		206	18,159	70	\$25.95

⁽¹⁾ See Schedule 100 for applicable adjustments.

MONTHLY RATE (Continued)
Rates for LED Area Lighting (Continued)

Traces for ELD Area Eighting (Contin	iucu)			Monthly Rate
Type of Light	<u>Watts</u>	Lumens	Monthly k	
CREE XSP LED	<u> 25</u>	2,529	9	\$3.34
0.1227.01 223	42	3,819	14	\$4.00
	48	4,373	16	\$4.63
	56	5,863	19	\$5.42
	91	8,747	31	\$6.79
Post-Top, American Revolution				
LED	45	3,395	15	\$8.17
	72	4,409	25	\$8.81
Flood LED	85	10,530	29	\$9.22
	128	16,932	44	\$11.54
	184	23,797	63	\$14.61
	371	48,020	127	\$26.60
Rates for Area Light Poles (2)				
Type of Pole		Pole Leng		Monthly Rate Per Pole
Wood, Standard		35 or le		\$5.21
		40 to	55	\$6.21
Wood, Painted for Underground		35 or le	ess	\$5.21 ⁽³⁾
Wood, Curved Laminated		30 or le	ess	\$6.56 ⁽³⁾
Aluminum, Regular		16		\$6.44
		25		\$10.60
		30		\$11.39
		35		\$12.68
Aluminum, Fluted Ornamental		14		\$9.56
Aluminum, Fluted Ornamental		16		\$10.31
Aluminum, Double-Arm, Smooth O	rnamental	18		\$14.02

⁽¹⁾ See Schedule 100 for applicable adjustments.

⁽²⁾ No pole charge for luminaires placed on existing Company-owned distribution poles.

⁽³⁾ No new service.

MONTHLY RATE (Continued)

Rates for Area Light Poles ⁽¹⁾		
Type of Pole	Pole Length (feet)	Monthly Rate Per Pole
Aluminum Davit	25	\$10.64
	30	\$11.21
	35	\$12.36
	40	\$16.27
Aluminum Double Davit	30	\$15.34
Aluminum, HADCO, Smooth Techtra		\$19.83
Ornamental	18	Ψ10.00
Aluminum HADCO Fluted Weethrooke	18	\$19.19
Aluminum, HADCO, Fluted Westbrooke	10	Ф19.19
Aluminum, HADCO, Smooth Westbrooke	18	\$19.79
Concrete Ameron Post-Top	25	\$17.92
Control of the contro	20	ψ11.0 <u>2</u>
Fiberglass Fluted Ornamental; Black	14	\$11.08
Fiberglass, Regular		
Black	20	\$4.75
Gray or Bronze	30	\$7.98
Black, Gray, or Bronze	35	\$7.45
Fiberglass, Anchor Base, Gray or Black	35	\$13.01
		·
Fiberglass, Anchor Base (Color may vary)	25	\$10.26
	30	\$10.32
Fiberglass, Direct Bury with Shroud	18	\$7.52

INSTALLATION CHARGE

See Schedule 300 regarding the installation of conduit on wood poles.

ADJUSTMENTS

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

⁽¹⁾ No pole charge for luminaires placed on existing Company-owned distribution poles.

RATES FOR CUSTOM POLES (Continued)

		Monthly	y Rates
Type of Pole	Pole Length (feet)	Option A	Option B
Aluminum, Fluted Ornamental	14	9.64	0.31
Aluminum, HADCO, Smooth Techtra Ornamental	18	19.96	0.63
Aluminum, Fluted Ornamental	16	10.39	0.33
Aluminum, Double-Arm, Smooth Ornamental	18	14.15	0.45
Aluminum, HADCO, Fluted Westbrooke	18	19.32	0.61
Aluminum, HADCO, Smooth Westbrooke	18	19.91	0.63
Fiberglass, Fluted Ornamental Black	14	11.18	0.35
Fiberglass, Anchor Base, Gray or Black	35	13.12	0.42
Fiberglass, Anchor Base (Color may vary)	25	10.37	0.33
	30	10.42	0.33

SERVICE RATE FOR OBSOLETE LIGHTING

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

		Nominal	Monthly	Monthly	y Rates
Type of Light	<u>Watts</u>	<u>Lumens</u>	<u>kWh</u>	Option A	Option B
Cobrahead, Metal Halide	150	10,000	60	\$5.39	\$1.79
Cobrahead, Mercury Vapor	100	4,000	39	*	*
	175	7,000	66	4.82	1.47
	250	10,000	94	*	*
	400	21,000	147	5.75	1.59
	1,000	55,000	374	5.98	1.86
Holophane Mongoose, HPS	150	16,000	62	8.89	2.00
	250	29,000	102	8.34	1.93
Special Box Similar to GE "Space-Glo"					
HPS	70	6,300	30	5.83	*
Mercury Vapor	175	7,000	66	5.79	1.57

Not offered.

LUMINAIRE SERVICE OPTIONS (Continued)

<u>Maintenance Service under Option A</u> (Continued)

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

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

Option B - Luminaire

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

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

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

Maintenance Service under Option B

The Company will only perform emergency maintenance on the luminaires listed in this schedule. The Company does not perform preventative maintenance on the luminaires listed in this schedule.

The Company will repair or replace inoperable luminaires as soon as reasonably possible, subject to the Company's operating schedule, following notification to PGE's Customer Service or PGE's Outdoor Lighting Services⁽²⁾ department by the Customer, a member of the public, or a PGE employee performing luminaire replacement work. PGE has no obligation for repair or replacement of inoperable luminaires other than as described in this section of the tariff.

⁽¹⁾ Replacement costs include: Installation Labor + Material costs and loading + Removal Labor = total billable charges. For applicable labor rates, refer to page 95-7 of this Schedule.

⁽²⁾ Contact PGE's Outdoor Lighting Services at 503-736-5710, PGE's Customer Service 503-228-6322 or 1-800-542-8818, or www.portlandgeneral.com to report an inoperable streetlight.

LUMINAIRE SERVICE OPTIONS (Continued)

<u>Maintenance Service under Option B</u> (Continued)

Maintenance under Option B luminaires specifically does not include replacement of luminaires that are deemed inoperable due to general deterioration, lack of replacement parts, or replacement of parts associated with Emergency Repair that will not bring the unit into operable status. Such inoperable luminaires will be designated as non-repairable luminaires. In addition, maintenance under Option B luminaires excludes maintenance related to vegetation management, luminaire relocation or modification of the luminaire (such as adding light shields).

Emergency Luminaire Replacement and Repair

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

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

Non-operating luminaires will be repaired by the Company without additional charge to the Customer only when the luminaire can be restored to operable status by repair or replacement of the photoelectric controller. If repair efforts by the Company do not result in an operable luminaire, the luminaire will be designated as non-repairable and replaced, the cost of such replacement is the responsibility of the Customer.

Special Provisions for Option B Luminaire Maintenance

1. Non-repairable luminaires will be replaced with in-kind equipment, except as provided below, by the Company on the Company's schedule. Replacement is limited to Company-approved equipment at the date of installation, for which the Customer is charged and billed the appropriate prevailing costs upon completion of the work. The Company will provide to the Customer, subsequent to the luminaire replacement, a cost itemization of amounts to be paid by the Customer and additional information specifying luminaire location, age, repair history, replacement luminaire type, and reason for designation as non-repairable luminaire. The Company is not obligated to notify the Customer prior to replacement nor retain the replaced non-repairable luminaire.

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

LUMINAIRE SERVICE OPTIONS (Continued) Special Provisions for Option B Luminaire Maintenance (Continued)

- 2. The Company may discontinue service to Option B luminaires and related equipment, which in the opinion of the Company have become unsafe or unsatisfactory for further service by reason of deterioration, storm, flood, lightning, proximity to or unsafe interference by trees or structures or other causes. The Company will notify the Customer of such discontinuance of service.
- 3. If damage occurs to any streetlight more than two times in any 12-month period measured from the first incidence of damage that requires replacement, the Customer will then pay for future installations or mutually agree with the Company and pay to have the pole either completely removed or relocated.

Option C – Luminaire

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

Maintenance Service under Option C

The Company has no obligation to maintain Customer-purchased lighting if the Customer selects this option. Such maintenance and service is the sole responsibility of the Customer.

Special Provisions for Schedule 91/95/491/495/591/595 Option B to Schedule 95/495/595 Option C Luminaire Conversion and Future Maintenance Election

1. If Customer elects to convert any of its luminaires from Schedule 91/95 Option B to Schedule 95 Option C, the Customer must at the same time commit to convert the entirety of Customer's Schedule 91/95 Option B luminaires to Schedules 91 Option C and Schedule 95 Option C using one of two methods: (A) within five years following PGE's group lamp replacement cycle or (B) within three years on a schedule mutually agreed upon between the Company and Customer. Customer may elect to have some of its luminaires on Schedule 91 Option C and some on Schedule 95 Option C.

LUMINAIRE SERVICE OPTIONS (Continued)

<u>Special Provisions for Schedule 91/95/491/495/591/595</u> Option B to Schedule 95/495/595

Option C Luminaire Conversion and Future Maintenance Election (Continued)

2. Upon such conversion, the Customer will assume and bear the cost of all on-going maintenance responsibilities for the luminaires and associated circuits in accordance with this schedule's provisions for Option C luminaires from the date each luminaire is converted to Option C. After the three or five year period, any remaining Option B luminaires will be converted to Option C. The Company may not provide new Option B lighting under Schedule 91/95 following the election to convert any Option B luminaires to Schedule 91 or Schedule 95 Option C luminaires.

STREETLIGHT POLES SERVICE OPTIONS

See Schedule 91 for Streetlight poles service options.

MONTHLY RATE

In addition to the service rates for Option A and Option B lights, all Customers will pay the following charges for each installed luminaire based on the Monthly kWhs applicable to each luminaire.

<u>Transmission and Related Services Charge</u> 0.152 ¢ per kWh

<u>Distribution Charge</u> 6.399 ¢ per kWh

Energy Charge

Cost of Service Option 4.898 ¢ per kWh

NON-COST OF SERVICE OPTION

<u>Daily Price Option</u> – Available only to Customers with an average load of five MW or greater on Schedules 91 and 95 and those customers that met the five MW or greater threshold prior to converting to lights from Schedule 91 to Schedule 95. This selection of this option applies to all luminaires served under Schedules 91 and 95. This option gives eligible Customers an option between a daily Energy price and a Cost of Service option for the Energy charge. In addition to the daily Energy price, the Customer will pay a Basic Charge of \$75 per month to help offset the costs of billing this option. The daily Energy price for all kWh will be the Intercontinental Exchange Mid-Columbia Daily on- and offpeak Electricity Firm Price Index (ICE-Mid-C Firm Index) plus 0.306¢ per kWh for wheeling, plus losses. If prices are not reported for a particular day or days, the average of the immediately preceding and following reported days' on- and off-peak prices will be used to determine the price for the non-reported period.

Prices reported with no transaction volume or as "survey-based" will be considered reported. For the purposes of calculating the daily on- and off-peak usage, actual kWhs will be determined for each month, using Sunrise Sunset Tables with adjustments for typical photocell operation and 4,100 annual burning hours.

NON-COST OF SERVICE OPTION (Continued)

For Customers billed on the Daily Price Option, an average of the daily rates will be used to bill installations and removals that occur during the month. Any additional analysis of billing options and price comparisons beyond the monthly bill will be billed at a rate of \$100 per manhour.

Losses will be included by multiplying the applicable daily Energy price by 1.0685.

The Daily Price Option is subject to Schedule 128, Short Term Transition Adjustment.

Enrollment for Service

To begin service under the Daily Price Option on January 1st, the Customer will notify the Company by 5:00 p.m. PPT on November 15th (or the following working day if the 15th falls on a weekend or holiday) of the year prior to the service year of its choice of this option. Customers selecting this option must commit to this option for an entire service year. The Customer will continue to be billed on this option until timely notice is received to return to the Cost of Service Option.

ELECTION WINDOW

Balance-of-year Election Window

The Balance-of-Year Election Window begins at 8:00 a.m. on February 15th (or the following business day if the 15th falls on a weekend or holiday). The Balance-of-Year Election Window will remain open from 8:00 a.m. of the first day through 5:00 p.m. of the third business day of the Election Window.

During the Balance-of-Year Election Window, a Customer may notify the Company of its choice to move to Direct Access Service. The move is effective on the following April 1st. A Customer may not choose to move from an alternative option back to either the Cost of Service or Daily Price Option during the Balance-of-Year Election Window.

November Election Window

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

During a November Election Window, a Customer may notify the Company of its choice to change to any service options for an effective date of January 1st.

During an Election Window, Customers may notify the Company of a choice to change to eligible service options using the Company's website, PortlandGeneral.com/business

REPLACEMENT OF NON-REPAIRABLE LUMINAIRES INSTALLATION LABOR RATES

Labor Rate Straight Time Overtime (1) \$142.00 per hour \$208.00 per hour

RATES FOR STANDARD LIGHTING

Light-Emitting Diode (LED) Only – Option A and Option B Service Rates

LED lighting is new to the Company and pricing is changing rapidly. The Company may adjust rates under this schedule based on actual frequency of maintenance occurrences and changes in material prices.

F		Nominal	Monthly	Monthl	y Rates
Type of Light	<u>Watts</u>	<u>Lumens</u>	<u>kWh</u>	Option A	Option B
Roadway LED	29	3,470	10	\$2.21	\$0.37
	37	2,530	13	2.86	0.39
	45	5,020	15	2.43	0.38
	50	3,162	17	2.83	0.38
	52	3,757	18	3.18	0.39
	67	5,050	23	3.35	0.39
	88	10,230	30	3.09	0.39
	106	7,444	36	3.64	0.40
	134	14,200	46	7.18	0.43
	156	16,300	53	7.69	0.45
	160	18,700	55	7.00	0.43
	176	18,300	60	8.58	0.47
	201	21,400	69	8.07	0.45

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

RATES FOR DECORATIVE LIGHTING

Light-Emitting Diode (LED) Only – Option A and Option B Service Rates

		Nominal	Monthly	Monthly	y Rates
Type of Light	<u>Watts</u>	Lumens	<u>kWh</u>	Option A	Option B
Acorn LED	38	3,262	13	¢44.70	\$0.54
LED	60	,	21	\$11.70 12.36	•
		4,213			0.56
	70 75	4,332	24 26	11.85	0.54
Acadia LED	75 60	4,897		12.36	0.56
Acrylic LED	60	5,488	21	10.92	0.52
HADCO LED	70	5,120	24	15.50	0.63
Westbrooke LED (Non-Flared)	36	3,369	12	14.63	0.61
,	53	5,079	18	15.91	0.64
	69	6,661	24	15.17	0.62
	85	8,153	29	15.80	0.64
	136	12,687	46	17.39	0.68
	206	18,159	70	17.12	0.67
Westbrooke LED (Flared)	36	3,369	12	14.99	0.62
Westbrooke LEB (Flared)	53	5,079	18	16.46	0.65
	69	6,661	24	16.62	0.66
	85	8,153	29	17.34	0.68
	136	12,687	46	17.01	0.67
	206	18,159	70	18.40	0.70
Post-Top, American Revolution					
LED	45	3,395	15	6.91	0.43
	72	4,409	25	6.40	0.42
Flood LED	85	10,530	29	6.36	0.41
	128	16,932	44	6.96	0.43
	184	23,797	63	7.86	0.45
	371	48,020	127	12.52	0.56

Light-Emitting Diode (LED) Only - Option C Energy Use

Type of Light	<u>Watts*</u>	Monthly <u>kWh**</u>
LED	5 - 10	3
LED	>10 - 15	4
LED	>15 - 20	6
LED	>20 - 25	8
LED	>25 - 30	9
LED	>30 - 35	11
LED	>35 - 40	13
LED	>40 - 45	15
LED	>45 - 50	16
LED	>50 - 55	18
LED	>55 - 60	20
LED	>60 - 65	21
LED	>65 - 70	23
LED	>70 - 75	25
LED	>75 - 80	26
LED	>80 - 85	28
LED	>85 - 90	30
LED	>90 - 95	32
LED	>95 - 100	33
LED	>100 - 110	36
LED	>110 - 120	39
LED	>120 - 130	43
LED	>130 - 140	46
LED	>140 - 150	50
LED	>150 - 160	53
LED	>160 - 170	56

^{*} Wattage based on total consumption of fixture (lamp, driver, photo control, etc). Customer may be required to

Monthly kWh = (midpoint of wattage range / 1,000) x (4,100 hours / 12 months)

provide verification of total energy consumption upon Company request.

** Monthly kWh figure based on 4,100 burning hours per year and midpoint of listed watt range, rounded to the nearest kWh.

Light-Emitting Diode (LED) Only – Option C Energy Use (Continued)

Type of Light	<u>Watts*</u>	Monthly <u>kWh**</u>
LED	>170 - 180	60
LED	>180 - 190	63
LED	>190 - 200	67
LED	>200 - 210	70
LED	>210 - 220	73
LED	>220 - 230	77
LED	>230 - 240	80
LED	>240 - 250	84
LED	>250 - 260	87
LED	>260 - 270	91
LED	>270 - 280	94
LED	>280 - 290	97
LED	>290 - 300	101

^{*} Wattage based on total consumption of fixture (lamp, driver, photo control, etc). Customer may be required to provide verification of total energy consumption upon Company request.

Monthly kWh = (midpoint of wattage range / 1,000) x (4,100 hours / 12 months)

SPECIALTY SERVICES OFFERED

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

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

ADJUSTMENTS

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

^{**} Monthly kWh figure based on 4,100 burning hours per year and midpoint of listed watt range, rounded to the nearest kWh.

SPECIAL CONDITIONS

- 1. Customer is responsible for the cost associated with trenching, boring, conduit and restoration required for underground service to streetlighting.
- 2. Unless otherwise specifically provided, the location of Company-owned streetlighting equipment and poles may be changed at the Customer's request and upon payment by the Customer of the costs of removal and reinstallation.
- 3. If Company-owned streetlighting equipment or poles are removed at the Customer's request, a charge will be made consisting of the estimated original cost, less depreciation, less salvage value, plus removal cost. This provision does not pertain to the sale of Company-owned equipment. This condition applies if a Customer's selection of service under this Schedule requires the removal of Company-owned streetlighting equipment or poles.
- 4. If circuits or poles not already covered under Special Conditions 2 or 3 are removed or relocated at the Customer's request, the Customer is responsible for all associated costs for labor and materials incurred when fulfilling this request.
- 5. For Option C lights: The Company does not provide the circuit on new installations.
- 6. For Option A and Option B lights: The Company shall not be liable when either (i) the luminaires become inoperable or (ii) repair or replacement of inoperable luminaires is delayed or prevented; provided that, such inoperability of the luminaires or delay or prevention of repair or replacement is due to any cause beyond the Company's control, or that otherwise could not reasonably be foreseen or guarded against including but not limited to such causes as: strikes, lockouts, labor troubles, riots, insurrection, war, acts of God, extreme weather conditions, access to equipment, or the like.
- 7. For Option C lights: The Customer must ensure that (i) all maintenance and other work associated with this schedule is in compliance with the applicable requirements of OSHA, OPUC Safety Rules, the NESC and/or NEC and (ii) that all such work is performed by a Qualified Worker. A "Qualified Worker" means one who is knowledgeable about the construction and operation of the electric power generation, transmission, and distribution equipment as it relates to his or her work, along with the associated hazards, as demonstrated by satisfying the qualifying requirements for a "qualified person" or "qualified employee" with regard to the work in question as described in 29 CFR 1910.269 effective January 31, 1994, as it may be amended from time to time. In this case, a Qualified Worker is a journeyman lineman, or someone who has the equivalent training, expertise and experience to perform journeyman lineman work.

SPECIAL CONDITIONS (Continued)

8. Indemnification:

- a. For Option A lights: To the extent permitted by the Oregon Constitution and subject to the limits of the Oregon Tort Claims Act, the Customer shall hold the Company harmless and indemnify it for any and all third-party claims, actions, liability, costs, and expense by reason of injury to or death of persons or damage to property arising or resulting from any negligent acts or omissions or willful misconduct of the Customer, its officers, employees, or agents that arise under this Schedule, including but not limited to the street lighting requested by Customer, its officers, employees, or agents under this Schedule or the associated lighting levels. The Company shall hold Customer harmless and indemnify it for any and all third-party claims, actions, liability, costs, and expense by reason of injury to or death of persons or damage to property arising or resulting from any negligent acts or omissions or willful misconduct of the Company, its officers, employees, or agents that arise under this Schedule.
- b. For Option B lights: To the extent permitted by the Oregon Constitution and subject to the limits of the Oregon Tort Claims Act, the Customer shall hold the Company harmless and indemnify it for any and all third-party claims, actions, liability, costs, and expense by reason of injury to or death of persons or damage to property arising or resulting from any negligent acts or omissions or willful misconduct of the Customer, its officers, employees, or agents that arise under this Schedule, including but not limited to the street lighting requested by Customer, its officers, employees, or agents under this Schedule or the associated lighting levels or Customer's failure to comply with any of its obligations under Special Condition 10.d. below. The Company shall hold Customer harmless and indemnify it for any and all third-party claims, actions, liability, costs, and expense by reason of injury to or death of persons or damage to property arising or resulting from any negligent acts or omissions or willful misconduct of the Company, its officers, employees, agents, or contractors that arise under this Schedule.
- c. For Option C lights: To the extent permitted by the Oregon Constitution and subject to the limits of the Oregon Tort Claims Act, the Customer shall hold the Company harmless and indemnify it for any and all third-party claims, actions, liability, costs, and expense by reason of injury to or death of persons or damage to property arising or resulting from any negligent acts or omissions or willful misconduct of the Customer, its officers, employees, or agents that arise under this Schedule, including but not limited to the street lighting requested by Customer, its officers, employees, or agents under this Schedule or the associated lighting levels or Customer's failure to comply with any of its obligations under Special Condition 8.c. below. This paragraph applies only to Option C lights that are attached to poles owned by PGE and does not apply to Option C lights attached to poles owned by Customer.

SPECIAL CONDITIONS (Continued)

- d. For Option B and Option C lights: Customer has the obligation to ensure that any contractor performing any street or outdoor area light maintenance work or any construction associated with street or outdoor area lighting carry commercial liability insurance in an aggregate amount of \$5 million and \$2 million per occurrence and list PGE as an additional insured on the policy or policies. Customer will, at least seven (7) business days prior to the performance by a contractor of any street or outdoor area light maintenance work or any construction associated with street or outdoor area lighting, cause the contractor to furnish the Company with a certificate naming the Company as an additional insured under the contractor's commercial liability policy or policies. This paragraph shall not apply to Option C lights that are attached to poles owned by Customer.
- e. Customer will provide (i) commercial liability insurance in an aggregate amount of \$5 million and \$2 million per occurrence and list PGE as an additional insured on the policy or policies or (ii) proof of adequate self-insurance for the amounts identified. All Insurance certificates or proof of self-insurance required under this Schedule shall be sent to Portland General Electric Company, Utility Asset Management, 2213 SW 153rd, Beaverton, OR 97006. All insurance required by this Schedule, to the extent it is provided by an insurance carrier, must be provided by an insurance carrier rated "A-" VIII or better by the A.M. Best Key Rating Guide. All policies of insurance required to be carried under this Schedule shall not be cancelled, reduced in coverage or renewal refused without at least thirty (30) days' prior written notice to the Company. The insurance coverage required by this Schedule must (i) be primary over, and pay without contribution from, any other insurance or self-insurance used by the Company, and (ii) waive all rights of subrogation against the Company. Customer shall bear all costs of deductibles and shall remain solely and fully liable for the full amount of any liability to the Company that is not compensated by Customer's or contractor's insurance.
- f. The indemnifying party under this Schedule shall be liable only for third-party claims, actions, liability, costs, and expense pursuant to the terms of this Schedule and shall not be liable to the indemnified party for any of the indemnified party's special, punitive, exemplary, consequential, incidental or indirect losses or damages. For avoidance of doubt, the indemnifying party shall pay all reasonable attorneys' fees, experts' fees, and other legal expenses incurred in responding to or defending the third-party claim or action.
- 9. The conversion of existing Schedule 91 luminaires to Schedule 95 Option A luminaires is subject to the Company's operating schedule.

SCHEDULE 95 (Concluded)

SPECIAL CONDITIONS (Continued)

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

TERM

A Customer served under the Daily Pricing Option may not choose service under another rate schedule until the end of the calendar year in which the pricing choice was made.

RATES FOR CUSTOM POLES (Continued)

Tuttes tott oder own eller (continued)		Monthly	/ Rates
Type of Pole	Pole Length	Option A	Option B
	(feet)	40.00	0.00
Aluminum, HADCO, Smooth Techtra Ornamental	18	19.96	0.63
Aluminum, Fluted Ornamental	16	10.39	0.33
Aluminum, Double-Arm, Smooth Ornamental	18	14.15	0.45
Aluminum, HADCO, Fluted Westbrooke	18	19.32	0.61
Aluminum, HADCO, Smooth Westbrooke	18	19.91	0.63
Fiberglass, Fluted Ornamental Black	14	11.18	0.35
Fiberglass, Anchor Base, Gray or Black	35	13.12	0.42
Fiberglass, Anchor Base (Color may vary)	25	10.37	0.33
	30	10.42	0.33

SERVICE RATE FOR OBSOLETE LIGHTING

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

	Nominal	Monthly	M	onthly Rate	es
<u>Watts</u>	Lumens	<u>kWh</u>	Option A	Option B	Option C
150	10,000	60	\$9.15	\$5.55	\$3.76
100	4,000	39	*	*	2.44
175	7,000	66	8.96	5.61	4.14
250	10,000	94	*	*	5.89
400	21,000	147	14.97	10.81	9.22
1,000	55,000	374	29.43	25.31	23.45
150	16,000	62	12.78	5.89	3.89
250	29,000	102	14.73	8.32	*
	150 100 175 250 400 1,000 150	Watts Lumens 150 10,000 100 4,000 175 7,000 250 10,000 400 21,000 1,000 55,000 150 16,000	Watts Lumens kWh 150 10,000 60 100 4,000 39 175 7,000 66 250 10,000 94 400 21,000 147 1,000 55,000 374 150 16,000 62	Watts Lumens kWh Option A 150 10,000 60 \$9.15 100 4,000 39 * 175 7,000 66 8.96 250 10,000 94 * 400 21,000 147 14.97 1,000 55,000 374 29.43 150 16,000 62 12.78	Watts Lumens kWh Option A Option B 150 10,000 60 \$9.15 \$5.55 100 4,000 39 * * 175 7,000 66 8.96 5.61 250 10,000 94 * * 400 21,000 147 14.97 10.81 1,000 55,000 374 29.43 25.31 150 16,000 62 12.78 5.89

^{*} Not offered.

LUMINAIRE SERVICE OPTIONS (Continued)

<u>Maintenance Service under Option A</u> (Continued)

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

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

Option B - Luminaire

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

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

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

Maintenance Service under Option B

The Company will only perform emergency maintenance on the luminaires listed in this schedule. The Company does not perform preventative maintenance on the luminaires listed in this schedule.

The Company will repair or replace inoperable luminaires as soon as reasonably possible, subject to the Company's operating schedule, following notification to PGE's Customer Service or PGE's Outdoor Lighting Services⁽²⁾ department by the Customer, a member of the public, or a PGE employee performing luminaire replacement work. PGE has no obligation for repair or replacement of inoperable luminaires other than as described in this section of the tariff.

⁽¹⁾ Replacement costs include: Installation Labor + Material costs and loading + Removal Labor = total billable charges. For applicable labor rates, refer to page 495-7 of this Schedule.

⁽²⁾ Contact PGE's Outdoor Lighting Services at 503-736-5710, PGE's Customer Service 503-228-6322 or 1-800-542-8818, or www.portlandgeneral.com to report an inoperable streetlight.

LUMINAIRE SERVICE OPTIONS (Continued)

Maintenance Service under Option B (Continued)

Maintenance under Option B luminaires specifically does not include replacement of luminaires that are deemed inoperable due to general deterioration, lack of replacement parts, or replacement of parts associated with Emergency Repair that will not bring the unit into operable status. Such inoperable luminaires will be designated as non-repairable luminaires. In addition, maintenance under Option B luminaires excludes maintenance related to vegetation management, luminaire relocation or modification of the luminaire (such as adding light shields).

Emergency Luminaire Replacement and Repair

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

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

Non-operating luminaires will be repaired by the Company without additional charge to the Customer only when the luminaire can be restored to operable status by repair or replacement of the photoelectric controller. If repair efforts by the Company do not result in an operable luminaire, the luminaire will be designated as non-repairable and replaced, the cost of such replacement is the responsibility of the Customer.

Special Provisions for Option B Luminaire Maintenance

1. Non-repairable luminaires will be replaced with in-kind equipment, except as provided below, by the Company on the Company's schedule. Replacement is limited to Company-approved equipment at the date of installation, for which the Customer is charged and billed the appropriate prevailing costs upon completion of the work. The Company will provide to the Customer, subsequent to the luminaire replacement, a cost itemization of amounts to be paid by the Customer and additional information specifying luminaire location, age, repair history, replacement luminaire type, and reason for designation as non-repairable luminaire. The Company is not obligated to notify the Customer prior to replacement nor retain the replaced non-repairable luminaire.

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

LUMINAIRE SERVICE OPTIONS (Continued)

<u>Special Provisions for Option B Luminaire Maintenance</u> (Continued)

- 2. The Company may discontinue service to Option B luminaires and related equipment, which in the opinion of the Company have become unsafe or unsatisfactory for further service by reason of deterioration, storm, flood, lightning, proximity to or unsafe interference by trees or structures or other causes. The Company will notify the Customer of such discontinuance of service.
- 3. If damage occurs to any streetlight more than two times in any 12-month period measured from the first incidence of damage that requires replacement, the Customer will then pay for future installations or mutually agree with the Company and pay to have the pole either completely removed or relocated.

Option C – Luminaire

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

Maintenance Service under Option C

The Company has no obligation to maintain Customer-purchased lighting if the Customer selects this option. Such maintenance and service is the sole responsibility of the Customer.

Special Provisions for Schedule 91/95/491/495/591/595 Option B to Schedule 95/495/595 Option C Luminaire Conversion and Future Maintenance Election

- 1. If Customer elects to convert any of its luminaires from Schedule 91/95 Option B to Schedule 95 Option C, the Customer must at the same time commit to convert the entirety of Customer's Schedule 91/95 Option B luminaires to Schedules 91 Option C and Schedule 95 Option C using one of two methods: (A) within five years following PGE's group lamp replacement cycle or (B) within three years on a schedule mutually agreed upon between the Company and Customer. Customer may elect to have some of its luminaires on Schedule 91 Option C and some on Schedule 95 Option C.
- 2. Upon such conversion, the Customer will assume and bear the cost of all on-going maintenance responsibilities for the luminaires and associated circuits in accordance with this schedule's provisions for Option C luminaires from the date each luminaire is converted to Option C. After the three or five year period, any remaining Option B luminaires will be converted to Option C. The Company may not provide new Option B lighting under Schedule 91/95 following the election to convert any Option B luminaires to Schedule 91 or Schedule 95 Option C luminaires.

STREETLIGHT POLES SERVICE OPTIONS

Option A and Option B - Poles

See Schedule 91/491/591 for Streetlight poles service options.

MONTHLY RATE

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

<u>Distribution Charge</u>

6.269 ¢ per kWh

MARKET BASED PRICING OPTION

Energy Supply

The Customer may elect to purchase Energy from an Electricity Service Supplier (ESS) (Direct Access Service) or from the Company. Such election will be for all of the Customer's Service Points (SPs) under this schedule.

Direct Access Service

In addition to the above charges, the Customer is subject to charges from its serving ESS for Electricity, Transmission and other services as well as any other charges specified in the service agreement between the Customer and the ESS.

Company Supplied Energy

Upon not less than five business days notice, the Customer may choose the Company Supplied Energy Charge option. The election of this option will be effective on the next regularly scheduled meter reading date, but with not less than a five business day notice to the Company prior to the scheduled meter read date.

The Company Supplied Energy Option is the Intercontinental Exchange Mid-Columbia Daily on- and off-peak Electricity Firm Price Index (ICE-Mid-C Index) plus 2 mills per kWh plus losses. If prices are not reported for a particular day or days, the average of the immediately preceding and following reported days' on- and off-peak prices will be used to determine the price for the non-reported period. Prices reported with no transaction volume or as "survey-based" will be considered reported.

MARKET BASED PRICING OPTION (Continued)

Wheeling Charge

The Wheeling Charge will be \$1.793 per kW of monthly Demand.

Transmission Charge

Transmission and Ancillary Service Charges will be as specified in the Company's Open Access Transmission Tariff (OATT) as filed and approved by the Federal Energy Regulatory Commission.

ON AND OFF PEAK HOURS

On-peak hours are between 6:00 a.m. and 10:00 p.m. Monday through Saturday. Off-peak hours are between 10:00 p.m. and 6:00 a.m. Monday through Saturday and all day Sunday.

LOSSES

The following adjustment factors will be used where losses are to be included in the energy charges:

Secondary Delivery Voltage

1.0685

REPLACEMENT OF NON-REPAIRABLE LUMINAIRES INSTALLATION LABOR RATES

Labor Rates ⁽¹⁾ Straight Time Overtime \$142.00 per hour \$208.00 per hour

RATES FOR STANDARD LIGHTING

Light-Emitting Diode (LED) Only – Option A and Option B Service Rates

LED lighting is new to the Company and pricing is changing rapidly. The Company may adjust rates under this schedule based on actual frequency of maintenance occurrences and changes in material prices.

		Nominal	Monthly	Monthl	y Rates
Type of Light	<u>Watts</u>	<u>Lumens</u>	<u>kWh</u>	Option A	Option B
Roadway LED	29	3,470	10	\$2.84	\$1.00
	37	2,530	13	3.67	1.20
	45	5,020	15	3.37	1.32
	50	3,162	17	3.90	1.45
	52	3,757	18	4.31	1.52
	67	5,050	23	4.79	1.83
	88	10,230	30	4.97	2.27
	106	7,444	36	5.90	2.66
	134	14,200	46	10.06	3.31
	156	16,300	53	11.01	3.77
	160	18,700	55	10.45	3.88
	176	18,300	60	12.34	4.23
	201	21,400	69	12.40	4.78

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

RATES FOR STANDARD LIGHTING (Continued)

Light-Emitting Diode (LED) Only - Option C Energy Use

Type of Light	Watts*	Monthly kWh**
LED	5 - 10	3
LED	>10 - 15	4
LED	>15 - 20	6
LED	>20 - 25	8
LED	>25 - 30	9
LED	>30 - 35	11
LED	>35 - 40	13
LED	>40 - 45	15
LED	>45 - 50	16
LED	>50 - 55	18
LED	>55 - 60	20
LED	>60 - 65	21
LED	>65 - 70	23
LED	>70 - 75	25
LED	>75 - 80	26
LED	>80 - 85	28
LED	>85 - 90	30
LED	>90 - 95	32
LED	>95 - 100	33
LED	>100 - 110	36
LED	>110 - 120	39
LED	>120 - 130	43
LED	>130 - 140	46
LED	>140 - 150	50
LED	>150 - 160	53
LED	>160 - 170	56

^{*} Wattage based on total consumption of fixture (lamp, driver, photo control, etc). Customer may be required to provide verification of total energy consumption upon Company request.

Monthly kWh = (midpoint of wattage range / 1,000) x (4,100 hours / 12 months)

^{**} Monthly kWh figure based on 4,100 burning hours per year and midpoint of listed watt range, rounded to the nearest kWh

RATES FOR STANDARD LIGHTING (Continued)
Light-Emitting Diode (LED) Only – Option C Energy Use (Continued)

Type of Light	<u>Watts*</u>	Monthly <u>kWh**</u>
LED	>170 - 180	60
LED	>180 - 190	63
LED	>190 - 200	67
LED	>200 - 210	70
LED	>210 - 220	73
LED	>220 - 230	77
LED	>230 - 240	80
LED	>240 - 250	84
LED	>250 - 260	87
LED	>260 - 270	91
LED	>270 - 280	94
LED	>280 - 290	97
LED	>290 - 300	101

^{*} Wattage based on total consumption of fixture (lamp, driver, photo control, etc). Customer may be required to provide verification of total energy consumption upon Company request.

Monthly kWh = (midpoint of wattage range / 1,000) x (4,100 hours / 12 months)

^{**} Monthly kWh figure based on 4,100 burning hours per year and midpoint of listed watt range, rounded to the nearest kWh.

RATES FOR DECORATIVE LIGHTING

Light-Emitting Diode (LED) Only – Option A and Option B Service Rates

		Nominal	Monthly	Monthly Rates	
Type of Light	<u>Watts</u>	<u>Lumens</u>	<u>kWh</u>	Option A	Option B
Acorn			4.0	* 10 = 1	44.05
LED	38	3,262	13	\$12.51	\$1.35
	60	4,213	21	13.68	1.88
	70	4,332	24	13.35	2.04
	75	4,897	26	13.99	2.19
Acrylic LED	60	5,488	21	12.24	1.84
HADCO LED	70	5,120	24	17.00	2.13
Westbrooke LED (Non-Flared)	36	3,369	12	15.38	1.36
	53	5,079	18	17.04	1.77
	69	6,661	24	18.67	2.12
	85	8,153	29	17.62	2.46
	136	12,687	46	20.27	3.56
	206	18,159	70	21.51	5.06
Westbrooke LED (Flared)	36	3,369	12	15.74	1.37
·	53	5,079	18	17.59	1.78
	69	6,661	24	18.12	2.16
	85	8,153	29	19.16	2.50
	136	12,687	46	19.89	3.55
	206	18,159	70	22.79	5.09
Post-Top, American Revolution					
LED	45	3,395	15	7.85	1.37
	72	4,409	25	7.97	1.99
Flood LED	85	10,530	29	8.18	2.23
	128	16,932	44	9.72	3.19
	184	23,797	63	11.81	4.40
	371	48,020	127	20.48	8.52

SPECIALTY SERVICES OFFERED

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

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

ESS CHARGES

In addition to the above charges, the Customer is subject to charges from its serving ESS for Electricity, transmission and other services as well as any other charges specified in the service agreement between the Customer and the ESS.

ADJUSTMENTS

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

SPECIAL CONDITIONS

- 1. The Company may periodically offer temporary or experimental lighting equipment that is not otherwise listed in this rate schedule. Temporary or experimental lighting will be offered at a billing rate based on approved prices for near equivalent lighting service equipment. The use of temporary or experimental lighting will be for a limited duration not to exceed one year at which time the lighting service equipment will either be removed or the Company will file with the Commission to add the luminaire type to this rate schedule.
- 2. Customer is responsible for the cost associated with trenching, boring, conduit and restoration required for underground service to streetlighting.
- 3. Unless otherwise specifically provided, the location of Company-owned streetlighting equipment and poles may be changed at the Customer's request and upon payment by the Customer of the costs of removal and reinstallation.
- 4. If Company-owned streetlighting equipment or poles are removed at the Customer's request, a charge will be made consisting of the estimated original cost, less depreciation, less salvage value, plus removal cost. This provision does not pertain to the sale of Company-owned equipment. This condition applies if a Customer's selection of service under this Schedule requires the removal of Company-owned streetlighting equipment or poles.
- 5. If circuits or poles not already covered under Special Condition 2 or 3 are removed or relocated at the Customer's request, the Customer is responsible for all associated costs for labor and materials incurred when fulfilling this request.
- 6. For Option C lights: The Company does not provide the circuit on new installations.
- 7. For Option C lights in service prior to January 31, 2006: When the Company furnishes Electricity to luminaires owned and maintained by the Customer and installed on Customer-owned poles that are not included in the list of equipment in this schedule, usage for the luminaire will be estimated by the Company. When the Customer and the Company cannot agree, the Commission will determine the estimate usage.

SPECIAL CONDITIONS (Continued)

- 8. For Option A and Option B lights: The Company shall not be liable when either (i) the luminaires become inoperable or (ii) repair or replacement of inoperable luminaires is delayed or prevented; provided that, such inoperability of the luminaires or delay or prevention of repair or replacement is due to any cause beyond the Company's control, or that otherwise could not reasonably be foreseen or guarded against including but not limited to such causes as: strikes, lockouts, labor troubles, riots, insurrection, war, acts of God, extreme weather conditions, access to equipment, or the like.
- 9. For Option C lights: The Customer must ensure that (i) all maintenance and other work associated with this schedule is in compliance with the applicable requirements of OSHA, OPUC Safety Rules, the NESC and/or NEC and (ii) that all such work is performed by a Qualified Worker. A "Qualified Worker" means one who is knowledgeable about the construction and operation of the electric power generation, transmission, and distribution equipment as it relates to his or her work, along with the associated hazards, as demonstrated by satisfying the qualifying requirements for a "qualified person" or "qualified employee" with regard to the work in question as described in 29 CFR 1910.269 effective January 31, 1994, as it may be amended from time to time. In this case, a Qualified Worker is a journeyman lineman, or someone who has the equivalent training, expertise and experience to perform journeyman lineman work.

10. Indemnification:

a. For Option A lights: To the extent permitted by the Oregon Constitution and subject to the limits of the Oregon Tort Claims Act, the Customer shall hold the Company harmless and indemnify it for any and all third-party claims, actions, liability, costs, and expense by reason of injury to or death of persons or damage to property arising or resulting from any negligent acts or omissions or willful misconduct of the Customer, its officers, employees, or agents that arise under this Schedule, including but not limited to the street lighting requested by Customer, its officers, employees, or agents under this Schedule or the associated lighting levels. The Company shall hold Customer harmless and indemnify it for any and all third-party claims, actions, liability, costs, and expense by reason of injury to or death of persons or damage to property arising or resulting from any negligent acts or omissions or willful misconduct of the Company, its officers, employees, or agents that arise under this Schedule.

SPECIAL CONDITIONS (Continued)

- b. For Option B lights: To the extent permitted by the Oregon Constitution and subject to the limits of the Oregon Tort Claims Act, the Customer shall hold the Company harmless and indemnify it for any and all third-party claims, actions, liability, costs, and expense by reason of injury to or death of persons or damage to property arising or resulting from any negligent acts or omissions or willful misconduct of the Customer, its officers, employees, or agents that arise under this Schedule, including but not limited to the street lighting requested by Customer, its officers, employees, or agents under this Schedule or the associated lighting levels or Customer's failure to comply with any of its obligations under Special Condition 10.d. below. The Company shall hold Customer harmless and indemnify it for any and all third-party claims, actions, liability, costs, and expense by reason of injury to or death of persons or damage to property arising or resulting from any negligent acts or omissions or willful misconduct of the Company, its officers, employees, agents, or contractors that arise under this Schedule.
- c. Option C lights: To the extent permitted by the Oregon Constitution and subject to the limits of the Oregon Tort Claims Act, the Customer shall hold the Company harmless and indemnify it for any and all third-party claims, actions, liability, costs, and expense by reason of injury to or death of persons or damage to property arising or resulting from any negligent acts or omissions or willful misconduct of the Customer, its officers, employees, or agents that arise under this Schedule, including but not limited to the street lighting requested by Customer, its officers, employees, or agents under this Schedule or the associated lighting levels or Customer's failure to comply with any of its obligations under Special Condition 10.c. below. This paragraph applies only to Option C lights that are attached to poles owned by PGE and does not apply to Option C lights attached to poles owned by Customer.
- d. For Option B and Option C lights: Customer has the obligation to ensure that any contractor performing any street or outdoor area light maintenance work or any construction associated with street or outdoor area lighting carry commercial liability insurance in an aggregate amount of \$5 million and \$2 million per occurrence and list PGE as an additional insured on the policy or policies. Customer will, at least seven (7) business days prior to the performance by a contractor of any street or outdoor area light maintenance work or any construction associated with street or outdoor area lighting, cause the contractor to furnish the Company with a certificate naming the Company as an additional insured under the contractor's commercial liability policy or policies. This paragraph shall not apply to Option C lights that are attached to poles owned by Customer.

SPECIAL CONDITIONS (Continued)

- e. Customer will provide (i) commercial liability insurance in an aggregate amount of \$5 million and \$2 million per occurrence and list PGE as an additional insured on the policy or policies or (ii) proof of adequate self-insurance for the amounts identified. All Insurance certificates or proof of self-insurance required under this Schedule shall be sent to Portland General Electric Company, Utility Asset Management, 2213 SW 153rd, Beaverton, OR 97006. All insurance required by this Schedule, to the extent it is provided by an insurance carrier, must be provided by an insurance carrier rated "A-" VIII or better by the A.M. Best Key Rating Guide. All policies of insurance required to be carried under this Schedule shall not be cancelled, reduced in coverage or renewal refused without at least thirty (30) days' prior written notice to the Company. The insurance coverage required by this Schedule must (i) be primary over, and pay without contribution from, any other insurance or selfinsurance used by the Company, and (ii) waive all rights of subrogation against the Company. Customer shall bear all costs of deductibles and shall remain solely and fully liable for the full amount of any liability to the Company that is not compensated by Customer's or contractor's insurance.
- f. The indemnifying party under this Schedule shall be liable only for third-party claims, actions, liability, costs, and expense pursuant to the terms of this Schedule and shall not be liable to the indemnified party for any of the indemnified party's special, punitive, exemplary, consequential, incidental or indirect losses or damages. For avoidance of doubt, the indemnifying party shall pay all reasonable attorneys' fees, experts' fees, and other legal expenses incurred in responding to or defending the third-party claim or action.
- 11. The Customer is responsible for the cost of temporary disconnection and reconnection of Electricity Service. The Customer must provide written notice to request a temporary disconnection. During the period of temporary disconnection, the Customer remains responsible for all fixed charges in this schedule except for the cost of providing energy. After one year, the disconnection may no longer considered temporary and the facilities removed with the Customer responsible for the cost listed in Special Condition No. 3 of this schedule.
- 12. For Option C lights: Customer is responsible to notify the Company within 30 days of conversions to Option C lights in this Schedule. The Company will limit all billing adjustments to 30 days back. The Company will use the nearest billing cycle date for all adjustments.
- 13. Customer is giving up the right granted under state law to receive Electricity from the Company at a rate based on the cost of electric generating resources owned in whole or in part by the Company. Customers enrolled for service under the Minimum Five-Year Option must give the Company not less than three years notice to terminate service under this schedule. Such notice will be binding.

SCHEDULE 495 (Concluded)

SPECIAL CONDITIONS (Continued)

- 14. At the time service terminates under this schedule, the Customer will be considered a new Customer for purposes of determining available service options. A Customer served under the Company Supplied Energy option must meet the terms of the service agreement associated with that service prior to termination of service under this schedule.
- 15. The rate the Customer pays for Electricity may be higher or lower than the rates charged by the Company to similar customers not taking service under this schedule, including competitors to the Customer.
- 16. Neither the Company, its employees and agents, the Commission nor any other agency of the State of Oregon has made any representation to the Customer regarding future Electricity prices that will result from the Customer's election of service under this schedule.
- 17. The Customer is selecting this schedule based solely upon its own analysis of the benefits of this schedule. The Customer has available to it Energy experts that assisted in making this decision.
- 18. The Customer warrants that the person signing the service agreement has full authority to bind the Customer to such agreement.
- 19. Direct Access Service is available only on acceptance of a Direct Access Service Request (DASR) by the Company. Where applicable, a Customer is required to have interval metering and meter communications in place prior to initiation of service under this schedule.
- 20. All lights corresponding to an individual municipal department must choose service under this schedule and/or Schedule 491.
- 21. Customers selecting service under this Schedule will be limited to a Company/ESS Split Bill.

TERM

Minimum Five-Year Option

The term of service will not be less than five years. Service will be year-to-year thereafter. Customers must give the Company not less than three years notice to terminate service under this schedule. Such notice will be binding.

Fixed Three-Year Option

The term of service will be three years. Upon completion of this three year term, the Customer will select service under any other applicable rate schedule, subject to all notice requirements and provisions of the schedule.

MONTHLY RATE (Continued)
Rates for Area Lighting (Continued)

Type of Light	Watts	<u>Lumens</u>	Monthly <u>kWh</u>	Monthly Rate ⁽¹⁾ <u>Per Luminaire</u>
Acorn				
LED	38	3,262	13	\$ 10.56
	60	4,213	21	13.22
	70	4,332	24	12.89
	75	4,897	26	13.53
Acrylic LED	60	5,488	21	11.78
HADCO LED	70	5,120	24	16.54
Cobrahead				
LED	29	3,470	10	3.19
	37	2,530	13	4.02
	45	5,020	15	3.73
	50	3,162	17	4.25
	52	3,757	18	4.67
	67	5,050	23	5.02
	88	10,230	30	5.20
	106	7,444	36	6.13
	134	14,200	46	9.60
	156	16,300	53	10.55
	160	18,700	55	9.99
	176	18,300	60	11.88
	201	21,400	69	11.94
Westbrooke LED (Non-Flare)	36	3,369	12	14.92
,	53	5,079	18	16.58
	69	6,661	24	16.21
	85	8,153	29	17.16
	136	12,687	46	19.82
	206	18,159	70	21.05
Westbrooke LED (Flare)	36	3,369	12	15.28
,	53	5,079	18	17.13
	69	6,661	24	17.66
	85	8,153	29	18.70
	136	12,687	46	19.43
	206	18,159	70	22.33

⁽¹⁾ See Schedule 100 for applicable adjustments.

MONTHLY RATE (Continued) Rates for Area Lighting (Continued)

Type of Light	<u>Watts</u>	<u>Lumens</u>	Monthly <u>kWh</u>	Monthly Rate ⁽¹⁾ <u>Per Luminaire</u>
CREE XSP LED	25 42 48 56 91	2,529 3,819 4,373 5,863 8,747	9 14 16 19 31	\$ 2.87 3.28 3.80 4.43 5.18
Post-Top, American Revolution LED	45 72	3,395 4,409	15 25	7.39 7.52
Flood LED	85 128 184 371	10,530 16,932 23,797 48,020	29 44 63 127	7.72 9.26 11.35 20.02
Rates for Area Light Poles ⁽²⁾ Type of Pole Wood, Standard		Pole Lengt 35 or I 40 to	ess	nthly Rate Per Pole \$ 5.21 6.21
Wood, Painted Underground		35 or I	ess	5.21 ⁽³⁾
Wood, Curved laminated		30 or I	ess	6.56 ⁽³⁾
Aluminum, Regular		16 25 30 35		6.44 10.60 11.39 12.68
Aluminum, Fluted Ornamental		14		9.56
Aluminum, Fluted Ornamental		16		10.31
Aluminum, Double-Arm, Smooth O	rnamental	18		14.02

See Schedule 100 for applicable adjustments.
 No pole charge for luminaires placed on existing Company-owned distribution poles.
 No new service.

MONTHLY RATE (Continued)

Rates for Area Light Poles ⁽¹⁾	-	
<u>Type of Pole</u> Aluminum Davit	Pole Length (feet) 25 30 35 40	Monthly Rate Per Pole \$ 10.64 11.21 12.36 16.27
Aluminum Double Davit	30	15.34
Aluminum, HADCO, Smooth Techtra Ornamental	18	19.83
Aluminum, HADCO, Fluted Westbrooke	18	19.19
Aluminum, HADCO, Smooth Westbrooke	18	19.79
Concrete, Ameron Post-Top	25	17.92
Fiberglass Fluted Ornamental; Black Fiberglass, Regular	14	11.08
Black	20	4.75
Gray or Bronze	30	7.98
Black, Gray, or Bronze	35	7.45
Fiberglass, Anchor Base, Gray or Black	35	13.01
Fiberglass, Anchor Base (Color may vary)	25	10.26
(= , , , , , , , , , , , , , , , , , , ,	30	10.32
Fiberglass, Direct Bury with Shroud	18	7.52

⁽¹⁾ No pole charge for luminaires placed on existing Company-owned distribution poles.

INSTALLATION CHARGE

See Schedule 300 regarding the installation of conduit on wood poles.

SCHEDULE 515 (Concluded)

ESS CHARGES

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

ADJUSTMENTS

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

SPECIAL CONDITIONS

- 1. The Company may periodically offer temporary or experimental lighting equipment that is not otherwise listed in this rate schedule. Temporary or experimental lighting will be offered at a billing rate based on approved prices for near equivalent lighting service equipment. The use of temporary or experimental lighting will be for a limited duration not to exceed one year at which time the lighting service equipment will either be removed or the Company will file to add the luminaire type to this rate schedule.
- 2. Maintenance of outdoor area lighting poles includes replacement of accidentally or deliberately damaged poles and luminaires. If damage occurs more than two times in any 12-month period measured from the first incidence of damage that requires replacement, the Customer will pay for future installation or may mutually agree with the Company and pay to have the pole either completely removed or relocated.
- 3. If Company-owned area lighting equipment or poles are removed at the Customer's request, a charge will be made consisting of the estimated original cost, less depreciation, less salvage value, plus removal cost. This provision does not pertain to the sale of Company-owned equipment. This condition applies if a Customer's selection of service under this Schedule requires the removal of Company-owned area lighting equipment or poles.

TERM

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

Monthly Dates

SCHEDULE 591 (Continued)

RATES FOR CUSTOM POLES (Continued)

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

SERVICE RATE FOR OBSOLETE LIGHTING

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

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

^{*} Not offered.

LUMINAIRE SERVICE OPTIONS (Continued)

<u>Maintenance Service under Option A</u> (Continued)

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

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

Option B - Luminaire

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

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

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

Maintenance Service under Option B

The Company will only perform emergency maintenance on the luminaires listed in this schedule. The Company does not perform preventative maintenance on the luminaires listed in this schedule.

The Company will repair or replace inoperable luminaires as soon as reasonably possible, subject to the Company's operating schedule, following notification to PGE's Customer Service or PGE's Outdoor Lighting Services⁽²⁾ department by the Customer, a member of the public, or a PGE employee performing luminaire replacement work. PGE has no obligation for repair or replacement of inoperable luminaires other than as described in this section of the tariff.

⁽¹⁾ Replacement costs include: Installation Labor + Material costs and loading + Removal Labor = total billable charges. For applicable labor rates, refer to page 595-5 of this Schedule.

⁽²⁾ Contact PGE's Outdoor Lighting Services at 503-736-5710, PGE's Customer Service 503-228-6322 or 1-800-542-8818, or www.portlandgeneral.com to report an inoperable streetlight.

LUMINAIRE SERVICE OPTIONS (Continued)

Maintenance Service under Option B (Continued)

Maintenance under Option B luminaires specifically does not include replacement of luminaires that are deemed inoperable due to general deterioration, lack of replacement parts, or replacement of parts associated with Emergency Repair that will not bring the unit into operable status. Such inoperable luminaires will be designated as non-repairable luminaires. In addition, maintenance under Option B luminaires excludes maintenance related to vegetation management, luminaire relocation or modification of the luminaire (such as adding light shields).

Emergency Luminaire Replacement and Repair

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

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

Non-operating luminaires will be repaired by the Company without additional charge to the Customer only when the luminaire can be restored to operable status by repair or replacement of the photoelectric controller. If repair efforts by the Company do not result in an operable luminaire, the luminaire will be designated as non-repairable and replaced, the cost of such replacement is the responsibility of the Customer.

Special Provisions for Option B Luminaire Maintenance

1. Non-repairable luminaires will be replaced with in-kind equipment, except as provided below, by the Company on the Company's schedule. Replacement is limited to Company-approved equipment at the date of installation, for which the Customer is charged and billed the appropriate prevailing costs upon completion of the work. The Company will provide to the Customer, subsequent to the luminaire replacement, a cost itemization of amounts to be paid by the Customer and additional information specifying luminaire location, age, repair history, replacement luminaire type, and reason for designation as non-repairable luminaire. The Company is not obligated to notify the Customer prior to replacement nor retain the replaced non-repairable luminaire.

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

LUMINAIRE SERVICE OPTIONS (Continued)

<u>Special Provisions for Option B Luminaire Maintenance</u> (Continued)

- 2. The Company may discontinue service to Option B luminaires and related equipment, which in the opinion of the Company have become unsafe or unsatisfactory for further service by reason of deterioration, storm, flood, lightning, proximity to or unsafe interference by trees or structures or other causes. The Company will notify the Customer of such discontinuance of service.
- 3. If damage occurs to any streetlight more than two times in any 12-month period measured from the first incidence of damage that requires replacement, the Customer will then pay for future installations or mutually agree with the Company and pay to have the pole either completely removed or relocated.

Option C – Luminaire

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

Maintenance Service under Option C

The Company has no obligation to maintain Customer-purchased lighting if the Customer selects this option. Such maintenance and service is the sole responsibility of the Customer.

<u>Special Provisions for Schedule 91/95/491/495/591/595</u> Option B to Schedule 95/495/595 Option C Luminaire Conversion and Future Maintenance Election

- 1. If Customer elects to convert any of its luminaires from Schedule 91/95 Option B to Schedule 95 Option C, the Customer must at the same time commit to convert the entirety of Customer's Schedule 91/95 Option B luminaires to Schedules 91 Option C and Schedule 95 Option C using one of two methods: (A) within five years following PGE's group lamp replacement cycle or (B) within three years on a schedule mutually agreed upon between the Company and Customer. Customer may elect to have some of its luminaires on Schedule 91 Option C and some on Schedule 95 Option C.
- 2. Upon such conversion, the Customer will assume and bear the cost of all on-going maintenance responsibilities for the luminaires and associated circuits in accordance with this schedule's provisions for Option C luminaires from the date each luminaire is converted to Option C. After the three or five year period, any remaining Option B luminaires will be converted to Option C. The Company may not provide new Option B lighting under Schedule 91/95 following the election to convert any Option B luminaires to Schedule 91 or Schedule 95 Option C luminaires.

STREETLIGHT POLES SERVICE OPTIONS

Option A and Option B - Poles

See Schedule 91/591 for Streetlight poles service options.

MONTHLY RATE

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

Distribution Charge 6.269 ¢ per kWh

Energy Charge Provided by Electricity Service Supplier

REPLACEMENT OF NON-REPAIRABLE LUMINAIRES INSTALLATION LABOR RATES

Labor Rates	Straight Time	Overtime (1)
	\$142.00 per hour	\$208.00 per hour

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

RATES FOR STANDARD LIGHTING

Light-Emitting Diode (LED) Only – Option A and Option B Service Rates

LED lighting is new to the Company and pricing is changing rapidly. The Company may adjust rates under this schedule based on actual frequency of maintenance occurrences and changes in material prices.

		Nominal	Monthly	Monthly	y Rates
Type of Light	<u>Watts</u>	<u>Lumens</u>	<u>kWh</u>	Option A	Option B
Roadway LED	29	3,470	10	\$2.84	\$1.00
	37	2,530	13	3.67	1.20
	45	5,020	15	3.37	1.32
	50	3,162	17	3.90	1.45
	52	3,757	18	4.31	1.52
	67	5,050	23	4.79	1.83
	88	10,230	30	4.97	2.27
	106	7,444	36	5.90	2.66
	134	14,200	46	10.06	3.31
	156	16,300	53	11.01	3.77
	160	18,700	55	10.45	3.88
	176	18,300	60	12.34	4.23
	201	21,400	69	12.40	4.78

RATES FOR STANDARD LIGHTING (Continued)

Light-Emitting Diode (LED) Only - Option C Energy Use

Type of Light	<u>Watts*</u>	Monthly <u>kWh**</u>
LED	5 - 10	3
LED	>10 - 15	4
LED	>15 - 20	6
LED	>20 - 25	8
LED	>25 - 30	9
LED	>30 - 35	11
LED	>35 - 40	13
LED	>40 - 45	15
LED	>45 - 50	16
LED	>50 - 55	18
LED	>55 - 60	20
LED	>60 - 65	21
LED	>65 - 70	23
LED	>70 - 75	25
LED	>75 - 80	26
LED	>80 - 85	28
LED	>85 - 90	30
LED	>90 - 95	32
LED	>95 - 100	33
LED	>100 - 110	36
LED	>110 - 120	39
LED	>120 - 130	43
LED	>130 - 140	46
LED	>140 - 150	50
LED	>150 - 160	53
LED	>160 - 170	56

^{*} Wattage based on total consumption of fixture (lamp, driver, photo control, etc). Customer may be required to provide verification of total energy consumption upon Company request.

Monthly kWh = (midpoint of wattage range / 1,000) x (4,100 hours / 12 months)

^{**} Monthly kWh figure based on 4,100 burning hours per year and midpoint of listed watt range, rounded to the nearest kWh.

RATES FOR STANDARD LIGHTING (Continued)
Light-Emitting Diode (LED) Only – Option C Energy Use (Continued)

Type of Light	Watts*	Monthly kWh**
Type of Light	<u>vvatts</u>	IXVII
LED	>170 - 180	60
LED	>180 - 190	63
LED	>190 - 200	67
LED	>200 - 210	70
LED	>210 - 220	73
LED	>220 - 230	77
LED	>230 - 240	80
LED	>240 - 250	84
LED	>250 - 260	87
LED	>260 - 270	91
LED	>270 - 280	94
LED	>280 - 290	97
LED	>290 - 300	101

^{*} Wattage based on total consumption of fixture (lamp, driver, photo control, etc). Customer may be required to provide verification of total energy consumption upon Company request.

Monthly kWh = (midpoint of wattage range / 1,000) x (4,100 hours / 12 months)

^{**} Monthly kWh figure based on 4,100 burning hours per year and midpoint of listed watt range, rounded to the nearest kWh.

RATES FOR DECORATIVE LIGHTING

Light-Emitting Diode (LED) Only – Option A and Option B Service Rates

		Nominal	Monthly	Monthly	y Rates
Type of Light	<u>Watts</u>	<u>Lumens</u>	<u>kWh</u>	Option A	Option B
Acorn				* 10 = 1	44.0=
LED	38	3,262	13	\$12.51	\$1.35
	60	4,213	21	13.68	1.88
	70	4,332	24	13.35	2.04
	75	4,897	26	13.99	2.19
Acrylic LED	60	5,488	21	12.24	1.84
HADCO LED	70	5,120	24	17.00	2.13
Westbrooke LED (Non-Flared)	36	3,369	12	15.38	1.36
,	53	5,079	18	17.04	1.77
	69	6,661	24	18.67	2.12
	85	8,153	29	17.62	2.46
	136	12,687	46	20.27	3.56
	206	18,159	70	21.51	5.06
Westbrooke LED (Flared)	36	3,369	12	15.74	1.37
, ,	53	5,079	18	17.59	1.78
	69	6,661	24	18.12	2.16
	85	8,153	29	19.16	2.50
	136	12,687	46	19.89	3.55
	206	18,159	70	22.79	5.09
Post-Top, American Revolution					
LED	45	3,395	15	7.85	1.37
	72	4,409	25	7.97	1.99
Flood LED	85	10,530	29	8.18	2.23
	128	16,932	44	9.72	3.19
	184	23,797	63	11.81	4.40
	371	48,020	127	20.48	8.52

SPECIALTY SERVICES OFFERED

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

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

ESS CHARGES

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

ADJUSTMENTS

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

NOVEMBER ELECTION WINDOW

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

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

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS (Continued)

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

SPECIAL CONDITIONS (Continued)

10. Indemnification:

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

SPECIAL CONDITIONS (Continued)

- d. For Option B and Option C lights: Customer has the obligation to ensure that any contractor performing any street or outdoor area light maintenance work or any construction associated with street or outdoor area lighting carry commercial liability insurance in an aggregate amount of \$5 million and \$2 million per occurrence and list PGE as an additional insured on the policy or policies. Customer will, at least seven (7) business days prior to the performance by a contractor of any street or outdoor area light maintenance work or any construction associated with street or outdoor area lighting, cause the contractor to furnish the Company with a certificate naming the Company as an additional insured under the contractor's commercial liability policy or policies. This paragraph shall not apply to Option C lights that are attached to poles owned by Customer.
- e. Customer will provide (i) commercial liability insurance in an aggregate amount of \$5 million and \$2 million per occurrence and list PGE as an additional insured on the policy or policies or (ii) proof of adequate self-insurance for the amounts identified. All Insurance certificates or proof of self-insurance required under this Schedule shall be sent to Portland General Electric Company, Utility Asset Management, 2213 SW 153rd, Beaverton, OR 97006. All insurance required by this Schedule, to the extent it is provided by an insurance carrier, must be provided by an insurance carrier rated "A-" VIII or better by the A.M. Best Key Rating Guide. All policies of insurance required to be carried under this Schedule shall not be cancelled, reduced in coverage or renewal refused without at least thirty (30) days' prior written notice to the Company. The insurance coverage required by this Schedule must (i) be primary over, and pay without contribution from, any other insurance or selfinsurance used by the Company, and (ii) waive all rights of subrogation against the Company. Customer shall bear all costs of deductibles and shall remain solely and fully liable for the full amount of any liability to the Company that is not compensated by Customer's or contractor's insurance.
- f. The indemnifying party under this Schedule shall be liable only for third-party claims, actions, liability, costs, and expense pursuant to the terms of this Schedule and shall not be liable to the indemnified party for any of the indemnified party's special, punitive, exemplary, consequential, incidental or indirect losses or damages. For avoidance of doubt, the indemnifying party shall pay all reasonable attorneys' fees, experts' fees, and other legal expenses incurred in responding to or defending the third-party claim or action.
- 11. The Customer is responsible for the cost of temporary disconnection and reconnection of Electricity Service. The Customer must provide written notice to request a temporary disconnection. During the period of temporary disconnection, the Customer remains responsible for all fixed charges in this schedule except for the cost of providing energy. After one year, the disconnection may no longer considered temporary and the facilities removed with the Customer responsible for the cost listed in Special Condition No. 3 of this schedule.

SCHEDULE 595 (Concluded)

SPECIAL CONDITIONS (Continued)

12. For Option C lights: Customer is responsible to notify the Company within 30 days of conversions to Option C lights in this Schedule. The Company will limit all billing adjustments to 30 days back. The Company will use the nearest billing cycle date for all adjustments.

TERM

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

MONTHLY RATE (Continued)
Rates for LED Area Lighting

rates for EED / took Eighting				Monthly Rate	
<u>Type of Light</u> Acorn	<u>Watts</u>	Lumens	Monthly kWh	Per Luminaire ⁽¹⁾	
LED	38	3,262	13	\$11.24	(N)
	60	4,213	21	\$14.30	(c)
	70	4,332	24	\$14.14	` ,
	75	4,897	26	\$14.88	(N)
Acrylic LED	60	5,488	21	\$12.86	(N)
HADCO LED	70	5,120	24	\$17.79	(/
Cobrahead Equivalent					
LED	29	3,470	10	\$3.70	(N)
	37	2,530	13	\$4.70	(14)
	45	5,020	15	\$4.51	(N)
	50	3,162	17	\$5.13	(14)
	52	3,757	18	\$5.60	
	67	5,050	23	\$6.21	
	88	10,230	30	\$6.75	(N)
	106	7,444	36	\$7.99	(14)
	134	14,200	46	\$11.99	
	156	16,300	53	\$13.30	
	160	18,700	55	\$12.84	(N)
	176	18,300	60	\$14.99	` ,
	201	21,400	69	\$15.51	
Westbrooke LED (Non-Flare)	36	3,369	12	\$15.54	
(((0)))	53	5,079	18	\$17.51	
	69	6,661	24	\$17.46	
	85	8,153	29	\$18.66	
	136	12,687	46	\$22.21	
	206	18,159	70	\$24.67	
	20	0.000	40	4.50	
Westbrooke LED (Flare)	36	3,369	12	\$15.90	
	53	5,079	18	\$18.06	
	69 85	6,661	24	\$18.91	
	85	8,153	29	\$20.20	
	136	12,687	46 70	\$21.82	
	206	18,159	70	\$25.95	

⁽¹⁾ See Schedule 100 for applicable adjustments.

(M)

MONTHLY RATE (Continued) Rates for LED Area Lighting (Continued)

Nates for LED Area Lighting (Contin	ided)			Monthly Rate	(⋈)
Type of Light	<u>Watts</u>	<u>Lumens</u>	Monthly kWh	Per Luminaire ⁽¹⁾	Į Į
CREE XSP LED	25	2,529	9	\$3.34	
	42	3,819	14	\$4.00	
	48	4,373	16	\$4.63	
	56	5,863	19	\$5.42	
	91	8,747	31	\$6.79	
Post-Top, American Revolution					
LED	45	3,395	15	\$8.17	
	72	4,409	25	\$8.81	(M)
Flood LED	85	10,530	29	\$9.22	(Ņ)
	128	16,932	44	\$11.54	` ′
	184	23,797	63	\$14.61	l
	371	48,020	127	\$26.60	(N)
Rates for Area Light Poles (2)					•
Type of Pole		Pole Leng		<u>nthly Rate Per Pole</u>	
Wood, Standard		35 or l		\$5.21	
		40 to	55	\$6.21	
Wood, Painted for Underground		35 or I	ess	\$5.21 ⁽³⁾	
Wood, Curved Laminated		30 or l	ess	\$6.56 ⁽³⁾	
Aluminum, Regular		16		\$6.44	
, 6		25		\$10.60	
		30		\$11.39	
		35		\$12.68	
Aluminum, Fluted Ornamental		14		\$9.56	
Aluminum, Fluted Ornamental		16		\$10.31	(M)
Aluminum, Double-Arm, Smooth C	Ornamental	18		\$14.02	
					(N)

See Schedule 100 for applicable adjustments.
 No pole charge for luminaires placed on existing Company-owned distribution poles.
 No new service.

MONTHLY RATE (Continued)

Rates for Area Light Poles ⁽¹⁾ Type of Pole Aluminum Davit	Pole Length (feet) 25 30 35 40	Monthly Rate Per Pole \$10.64 \$11.21 \$12.36 \$16.27	(M)
Aluminum Double Davit	30	\$15.34	
Aluminum, Smooth Techtra Ornamental	18	\$19.83	(C)
Aluminum, Fluted Westbrooke	18	\$19.19	(C)
Aluminum, Smooth Westbrooke	18	\$19.79	(C)
Concrete Ameron Post-Top	25	\$17.92	(M)
Fiberglass Fluted Ornamental; Black	14	\$11.08	
Fiberglass, Regular Black Gray or Bronze Black, Gray, or Bronze	20 30 35	\$4.75 \$7.98 \$7.45	
Fiberglass, Anchor Base, Gray or Black	35	\$13.01	
Fiberglass, Anchor Base (Color may vary)	25 30	\$10.26 \$10.32	(N) (N)
Fiberglass, Direct Bury with Shroud	18	\$7.52	

INSTALLATION CHARGE

See Schedule 300 regarding the installation of conduit on wood poles.

ADJUSTMENTS

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

⁽¹⁾ No pole charge for luminaires placed on existing Company-owned distribution poles.

RATES FOR CUSTOM POLES (Continued)

	Monthly Rates			
Type of Pole	Pole Length (feet)	Option A	Option B	
Aluminum, Fluted Ornamental	14	9.64	0.31	
Aluminum, Smooth Techtra Ornamental	18	19.96	0.63	(C)
Aluminum, Fluted Ornamental	16	10.39	0.33	
Aluminum, Double-Arm, Smooth Ornamental	18	14.15		(N)
Aluminum, Fluted Westbrooke	18	19.32	0.61	(C)
Aluminum, Smooth Westbrooke	18	19.91	0.63	(C)
Fiberglass, Fluted Ornamental Black	14	11.18	0.35	
Fiberglass, Anchor Base, Gray or Black	35	13.12	0.42	
Fiberglass, Anchor Base (Color may vary)	25	10.37	*	(N)
	30	10.42	*	(N)

SERVICE RATE FOR OBSOLETE LIGHTING

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

•		Nominal	Monthly	Monthly	y Rates
Type of Light	<u>Watts</u>	<u>Lumens</u>	<u>kWh</u>	Option A	Option B
Cobrahead, Metal Halide	150	10,000	60	\$5.39	\$1.79
Cobrahead, Mercury Vapor	100	4,000	39	*	*
	175	7,000	66	4.82	1.47
	250	10,000	94	*	*
	400	21,000	147	5.75	1.59
	1,000	55,000	374	5.98	1.86
Holophane Mongoose, HPS	150	16,000	62	8.89	2.00
	250	29,000	102	8.34	1.93
Special Box Similar to GE "Space-Glo"					
HPS	70	6,300	30	5.83	*
Mercury Vapor	175	7,000	66	5.79	1.57

^{*} Not offered.

LUMINAIRE SERVICE OPTIONS (Continued)
Maintenance Service under Option A (Continued)

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

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

Option B - Luminaire

(N)

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

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

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

Maintenance Service under Option B

The Company will only perform emergency maintenance on the luminaires listed in this schedule. The Company does not perform preventative maintenance on the luminaires listed in this schedule.

The Company will repair or replace inoperable luminaires as soon as reasonably possible, subject to the Company's operating schedule, following notification to PGE's Customer Service or PGE's Outdoor Lighting Services⁽²⁾ department by the Customer, a member of the public, or a PGE employee performing luminaire replacement work. PGE has no obligation for repair or replacement of inoperable luminaires other than as described in this section of the tariff.

(N)

⁽¹⁾ Replacement costs include: Installation Labor + Material costs and loading + Removal Labor = total billable charges. For applicable labor rates, refer to page 95-7 of this Schedule.

⁽²⁾ Contact PGE's Outdoor Lighting Services at 503-736-5710, PGE's Customer Service 503-228-6322 or 1-800-542-8818, or www.portlandgeneral.com to report an inoperable streetlight.

LUMINAIRE SERVICE OPTIONS (Continued)
Maintenance Service under Option B (Continued)

Maintenance under Option B luminaires specifically does not include replacement of luminaires that are deemed inoperable due to general deterioration, lack of replacement parts, or replacement of parts associated with Emergency Repair that will not bring the unit into operable status. Such inoperable luminaires will be designated as non-repairable luminaires. In addition, maintenance under Option B luminaires excludes maintenance related to vegetation management, luminaire relocation or modification of the luminaire (such as adding light shields).

Emergency Luminaire Replacement and Repair

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

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

Non-operating luminaires will be repaired by the Company without additional charge to the Customer only when the luminaire can be restored to operable status by repair or replacement of the photoelectric controller. If repair efforts by the Company do not result in an operable luminaire, the luminaire will be designated as non-repairable and replaced, the cost of such replacement is the responsibility of the Customer.

Special Provisions for Option B Luminaire Maintenance

1. Non-repairable luminaires will be replaced with in-kind equipment, except as provided below, by the Company on the Company's schedule. Replacement is limited to Company-approved equipment at the date of installation, for which the Customer is charged and billed the appropriate prevailing costs upon completion of the work. The Company will provide to the Customer, subsequent to the luminaire replacement, a cost itemization of amounts to be paid by the Customer and additional information specifying luminaire location, age, repair history, replacement luminaire type, and reason for designation as non-repairable luminaire. The Company is not obligated to notify the Customer prior to replacement nor retain the replaced non-repairable luminaire.

(N)

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

LUMINAIRE SERVICE OPTIONS (Continued)
Special Provisions for Option B Luminaire Maintenance (Continued)

(M) (N)

(N)

- 2. The Company may discontinue service to Option B luminaires and related equipment, which in the opinion of the Company have become unsafe or unsatisfactory for further service by reason of deterioration, storm, flood, lightning, proximity to or unsafe interference by trees or structures or other causes. The Company will notify the Customer of such discontinuance of service.
- 3. If damage occurs to any streetlight more than two times in any 12-month period measured from the first incidence of damage that requires replacement, the Customer will then pay for future installations or mutually agree with the Company and pay to have the pole either completely removed or relocated.

Option C - Luminaire

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

Maintenance Service under Option C

The Company has no obligation to maintain Customer-purchased lighting if the Customer selects this option. Such maintenance and service is the sole responsibility of the Customer.

- Special Provisions for Schedule 91/95/491/495/591/595 Option B to Schedule 95/495/595 (C) Option C Luminaire Conversion and Future Maintenance Election
- 1. If Customer elects to convert any of its luminaires from Schedule 91/95 Option B to Schedule 95 Option C, the Customer must at the same time commit to convert the entirety of Customer's Schedule 91/95 Option B luminaires to Schedules 91 Option C and Schedule 95 Option C using one of two methods: (A) within five years following PGE's group lamp replacement cycle or (B) within three years on a schedule mutually agreed upon between the Company and Customer. Customer may elect to have some of its luminaires on Schedule 91 Option C and some on Schedule 95 Option C.

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(C)

LUMINAIRE SERVICE OPTIONS (Continued)

(M) (C) ∣

Special Provisions for Schedule 91/95/491/495/591/595 Option B to Schedule 95/495/595 Option C Luminaire Conversion and Future Maintenance Election (Continued)

2. Upon such conversion, the Customer will assume and bear the cost of all on-going maintenance responsibilities for the luminaires and associated circuits in accordance with this schedule's provisions for Option C luminaires from the date each luminaire is converted to Option C. After the three or five year period, any remaining Option B luminaires will be converted to Option C. The Company may not provide new Option B lighting under Schedule 91/95 following the election to convert any Option B luminaires to Schedule 91 or Schedule 95 Option C luminaires.

(C)

STREETLIGHT POLES SERVICE OPTIONS

See Schedule 91 for Streetlight poles service options.

MONTHLY RATE

In addition to the service rates for Option A and Option B lights, all Customers will pay the following charges for each installed luminaire based on the Monthly kWhs applicable to each luminaire.

(C)

<u>Transmission and Related Services Charge</u> 0.152 ¢ per kWh <u>Distribution Charge</u> 6.399 ¢ per kWh

Energy Charge

Cost of Service Option 4.898 ¢ per kWh

NON-COST OF SERVICE OPTION

<u>Daily Price Option</u> — Available only to Customers with an average load of five MW or greater on Schedules 91 and 95 and those customers that met the five MW or greater threshold prior to converting to lights from Schedule 91 to Schedule 95. This selection of this option applies to all luminaires served under Schedules 91 and 95. This option gives eligible Customers an option between a daily Energy price and a Cost of Service option for the Energy charge. In addition to the daily Energy price, the Customer will pay a Basic Charge of \$75 per month to help offset the costs of billing this option. The daily Energy price for all kWh will be the Intercontinental Exchange Mid-Columbia Daily on- and offpeak Electricity Firm Price Index (ICE-Mid-C Firm Index) plus 0.306¢ per kWh for wheeling, plus losses. If prices are not reported for a particular day or days, the average of the immediately preceding and following reported days' on- and off-peak prices will be used to determine the price for the non-reported period.

Prices reported with no transaction volume or as "survey-based" will be considered reported. For the purposes of calculating the daily on- and off-peak usage, actual kWhs will be determined for each month, using Sunrise Sunset Tables with adjustments for typical photocell operation and 4,100 annual burning hours.

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NON-COST OF SERVICE OPTION (Continued)

(M)

For Customers billed on the Daily Price Option, an average of the daily rates will be used to bill installations and removals that occur during the month. Any additional analysis of billing options and price comparisons beyond the monthly bill will be billed at a rate of \$100 per manhour.

Losses will be included by multiplying the applicable daily Energy price by 1.0685.

The Daily Price Option is subject to Schedule 128, Short Term Transition Adjustment.

Enrollment for Service

To begin service under the Daily Price Option on January 1st, the Customer will notify the Company by 5:00 p.m. PPT on November 15th (or the following working day if the 15th falls on a weekend or holiday) of the year prior to the service year of its choice of this option. Customers selecting this option must commit to this option for an entire service year. The Customer will continue to be billed on this option until timely notice is received to return to the Cost of Service Option.

ELECTION WINDOW

Balance-of-year Election Window

The Balance-of-Year Election Window begins at 8:00 a.m. on February 15th (or the following business day if the 15th falls on a weekend or holiday). The Balance-of-Year Election Window will remain open from 8:00 a.m. of the first day through 5:00 p.m. of the third business day of the Election Window.

During the Balance-of-Year Election Window, a Customer may notify the Company of its choice to move to Direct Access Service. The move is effective on the following April 1st. A Customer may not choose to move from an alternative option back to either the Cost of Service or Daily Price Option during the Balance-of-Year Election Window.

November Election Window

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

During a November Election Window, a Customer may notify the Company of its choice to change to any service options for an effective date of January 1st.

During an Election Window, Customers may notify the Company of a choice to change to eligible service options using the Company's website, <u>PortlandGeneral.com/business</u>

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REPLACEMENT OF NON-REPAIRABLE LUMINAIRES INSTALLATION LABOR RATES

Labor Rate Straight Time

Overtime (1)

\$142.00 per hour

\$208.00 per hour

RATES FOR STANDARD LIGHTING

Light-Emitting Diode (LED) Only – Option A and Option B Service Rates

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LED lighting is new to the Company and pricing is changing rapidly. The Company may adjust rates under this schedule based on actual frequency of maintenance occurrences and changes in material prices.

in material prices.						
·		Nominal	Monthly	Monthly	y Rates	
Type of Light	<u>Watts</u>	<u>Lumens</u>	<u>kWh</u>	Option A	Option B	(Ç)
Roadway LED	29	3,470	10	\$2.21	\$0.37	(4)
	37	2,530	13	2.86	0.39	
	45	5,020	15	2.43	0.38	
	50	3,162	17	2.83	0.38	
	52	3,757	18	3.18	0.39	
	67	5,050	23	3.35	0.39	
	88	10,230	30	3.09	0.39	
	106	7,444	36	3.64	0.40	
	134	14,200	46	7.18	0.43	
	156	16,300	53	7.69	0.45	
	160	18,700	55	7.00	0.43	
	176	18,300	60	8.58	0.47	
	201	21,400	69	8.07	0.45	(C)

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

RATES FOR DECORATIVE LIGHTING

Light-Emitting Diode (LED) Only – Option A and Option B Service Rates

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Acorn	Type of Light	<u>Watts</u>	Nominal <u>Lumens</u>	Monthly <u>kWh</u>	Monthly Option A	Rates Option B	
Acorn LED		38 60 70	3,262 4,213 4,332	13 21 24	\$11.70 12.36 11.85	\$0.54 0.56 0.54	(C)
Acrylic HADC	LED O LED	75 60 70	4,897 5,488 5,120	26 21 24	12.36 10.92 15.50	0.56 0.52 0.63	
Westbro	oke LED (Non-Flared)	36 53	3,369 5,079	12 18	14.63 15.91	0.61 0.64	
		69 85 136 206	6,661 8,153 12,687 18,159	24 29 46 70	15.17 15.80 17.39 17.12	0.62 0.64 0.68 0.67	
Westbro	oke LED (Flared)	36 53 69	3,369 5,079 6,661	12 18 24	14.99 16.46 16.62	0.62 0.65 0.66	
		85 136 206	8,153 12,687 18,159	29 46 70	17.34 17.01 18.40	0.68 0.67 0.70	
Post-Top LED	o, American Revolution	45	3,395	15	6.91	0.43	
Flood LE	ED	72 85 128	4,409 10,530 16,932	25 29 44	6.40 6.36 6.96	0.42 0.41 0.43	(C) (N)
		184 371	23,797 48,020	63 127	7.86 12.52	0.45 0.56	 (N)

(M)

(N)

(N)

(M)

SCHEDULE 95 (Continued)

•	, ,	•	0 ,	
Type of Light	<u>Watts*</u>	Monthly <u>kWh**</u>		
LED	5 - 10	3		
LED	>10 - 15	4		
LED	>15 - 20	6		
LED	>20 - 25	8		
LED	>25 - 30	9		
LED	>30 - 35	11		
LED	>35 - 40	13		
LED	>40 - 45	15		
LED	>45 - 50	16		
LED	>50 - 55	18		
LED	>55 - 60	20		
LED	>60 - 65	21		
LED	>65 - 70	23		
LED	>70 - 75	25		
LED	>75 - 80	26		
LED	>80 - 85	28		
LED	>85 - 90	30		
LED	>90 - 95	32		
LED	>95 - 100	33		
LED	>100 - 110	36		
LED	>110 - 120	39		
LED	>120 - 130	43		
LED	>130 - 140	46		
LED	>140 - 150	50		
LED	>150 - 160	53		
LED	>160 - 170	56		

^{*} Wattage based on total consumption of fixture (lamp, driver, photo control, etc). Customer may be required to provide verification of total energy consumption upon Company request.

Monthly kWh = (midpoint of wattage range / 1,000) x (4,100 hours / 12 months)

Advice No. 19-07 Issued March 8, 2019 James F. Lobdell, Senior Vice President

^{**} Monthly kWh figure based on 4,100 burning hours per year and midpoint of listed watt range, rounded to the nearest kWh.

Light-Emitting Diode (LED) Only – Option C Energy Use (Continued)

(M)

Type of Light	<u>Watts*</u>	Monthly <u>kWh**</u>
LED	>170 - 180	60
LED	>180 - 190	63
LED	>190 - 200	67
LED	>200 - 210	70
LED	>210 - 220	73
LED	>220 - 230	77
LED	>230 - 240	80
LED	>240 - 250	84
LED	>250 - 260	87
LED	>260 - 270	91
LED	>270 - 280	94
LED	>280 - 290	97
LED	>290 - 300	101

^{*} Wattage based on total consumption of fixture (lamp, driver, photo control, etc). Customer may be required to provide verification of total energy consumption upon Company request.

Monthly kWh = (midpoint of wattage range / 1,000) x (4,100 hours / 12 months)

SPECIALTY SERVICES OFFERED

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

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

ADJUSTMENTS

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

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^{**} Monthly kWh figure based on 4,100 burning hours per year and midpoint of listed watt range, rounded to the nearest kWh.

SPECIAL CONDITIONS

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- 1. Customer is responsible for the cost associated with trenching, boring, conduit and restoration required for underground service to streetlighting.
- 2. Unless otherwise specifically provided, the location of Company-owned streetlighting equipment and poles may be changed at the Customer's request and upon payment by the Customer of the costs of removal and reinstallation.
- 3. If Company-owned streetlighting equipment or poles are removed at the Customer's request, a charge will be made consisting of the estimated original cost, less depreciation, less salvage value, plus removal cost. This provision does not pertain to the sale of Company-owned equipment. This condition applies if a Customer's selection of service under this Schedule requires the removal of Company-owned streetlighting equipment or poles.
- 4. If circuits or poles not already covered under Special Conditions 2 or 3 are removed or relocated at the Customer's request, the Customer is responsible for all associated costs for labor and materials incurred when fulfilling this request.
- 5. For Option C lights: The Company does not provide the circuit on new installations.
- 6. For Option A and Option B lights: The Company shall not be liable when either (i) the luminaires become inoperable or (ii) repair or replacement of inoperable luminaires is delayed or prevented; provided that, such inoperability of the luminaires or delay or prevention of repair or replacement is due to any cause beyond the Company's control, or that otherwise could not reasonably be foreseen or guarded against including but not limited to such causes as: strikes, lockouts, labor troubles, riots, insurrection, war, acts of God, extreme weather conditions, access to equipment, or the like.
- 7. For Option C lights: The Customer must ensure that (i) all maintenance and other work associated with this schedule is in compliance with the applicable requirements of OSHA, OPUC Safety Rules, the NESC and/or NEC and (ii) that all such work is performed by a Qualified Worker. A "Qualified Worker" means one who is knowledgeable about the construction and operation of the electric power generation, transmission, and distribution equipment as it relates to his or her work, along with the associated hazards, as demonstrated by satisfying the qualifying requirements for a "qualified person" or "qualified employee" with regard to the work in question as described in 29 CFR 1910.269 effective January 31, 1994, as it may be amended from time to time. In this case, a Qualified Worker is a journeyman lineman, or someone who has the equivalent training, expertise and experience to perform journeyman lineman work.

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SPECIAL CONDITIONS (Continued)

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8. Indemnification:

- a. For Option A lights: To the extent permitted by the Oregon Constitution and subject to the limits of the Oregon Tort Claims Act, the Customer shall hold the Company harmless and indemnify it for any and all third-party claims, actions, liability, costs, and expense by reason of injury to or death of persons or damage to property arising or resulting from any negligent acts or omissions or willful misconduct of the Customer, its officers, employees, or agents that arise under this Schedule, including but not limited to the street lighting requested by Customer, its officers, employees, or agents under this Schedule or the associated lighting levels. The Company shall hold Customer harmless and indemnify it for any and all third-party claims, actions, liability, costs, and expense by reason of injury to or death of persons or damage to property arising or resulting from any negligent acts or omissions or willful misconduct of the Company, its officers, employees, or agents that arise under this Schedule.
- b. For Option B lights: To the extent permitted by the Oregon Constitution and subject to the limits of the Oregon Tort Claims Act, the Customer shall hold the Company harmless and indemnify it for any and all third-party claims, actions, liability, costs, and expense by reason of injury to or death of persons or damage to property arising or resulting from any negligent acts or omissions or willful misconduct of the Customer, its officers, employees, or agents that arise under this Schedule, including but not limited to the street lighting requested by Customer, its officers, employees, or agents under this Schedule or the associated lighting levels or Customer's failure to comply with any of its obligations under Special Condition 10.d. below. The Company shall hold Customer harmless and indemnify it for any and all third-party claims, actions, liability, costs, and expense by reason of injury to or death of persons or damage to property arising or resulting from any negligent acts or omissions or willful misconduct of the Company, its officers, employees, agents, or contractors that arise under this Schedule.
- c. For Option C lights: To the extent permitted by the Oregon Constitution and subject to the limits of the Oregon Tort Claims Act, the Customer shall hold the Company harmless and indemnify it for any and all third-party claims, actions, liability, costs, and expense by reason of injury to or death of persons or damage to property arising or resulting from any negligent acts or omissions or willful misconduct of the Customer, its officers, employees, or agents that arise under this Schedule, including but not limited to the street lighting requested by Customer, its officers, employees, or agents under this Schedule or the associated lighting levels or Customer's failure to comply with any of its obligations under Special Condition 8.c. below. This paragraph applies only to Option C lights that are attached to poles owned by PGE and does not apply to Option C lights attached to poles owned by Customer.

/B//

SPECIAL CONDITIONS (Continued)

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- d. For Option B and Option C lights: Customer has the obligation to ensure that any contractor performing any street or outdoor area light maintenance work or any construction associated with street or outdoor area lighting carry commercial liability insurance in an aggregate amount of \$5 million and \$2 million per occurrence and list PGE as an additional insured on the policy or policies. Customer will, at least seven (7) business days prior to the performance by a contractor of any street or outdoor area light maintenance work or any construction associated with street or outdoor area lighting, cause the contractor to furnish the Company with a certificate naming the Company as an additional insured under the contractor's commercial liability policy or policies. This paragraph shall not apply to Option C lights that are attached to poles owned by Customer.
- e. Customer will provide (i) commercial liability insurance in an aggregate amount of \$5 million and \$2 million per occurrence and list PGE as an additional insured on the policy or policies or (ii) proof of adequate self-insurance for the amounts identified. All Insurance certificates or proof of self-insurance required under this Schedule shall be sent to Portland General Electric Company, Utility Asset Management, 2213 SW 153rd, Beaverton, OR 97006. All insurance required by this Schedule, to the extent it is provided by an insurance carrier, must be provided by an insurance carrier rated "A-" VIII or better by the A.M. Best Key Rating Guide. All policies of insurance required to be carried under this Schedule shall not be cancelled, reduced in coverage or renewal refused without at least thirty (30) days' prior written notice to the Company. The insurance coverage required by this Schedule must (i) be primary over, and pay without contribution from, any other insurance or self-insurance used by the Company, and (ii) waive all rights of subrogation against the Company. Customer shall bear all costs of deductibles and shall remain solely and fully liable for the full amount of any liability to the Company that is not compensated by Customer's or contractor's insurance.
- f. The indemnifying party under this Schedule shall be liable only for third-party claims, actions, liability, costs, and expense pursuant to the terms of this Schedule and shall not be liable to the indemnified party for any of the indemnified party's special, punitive, exemplary, consequential, incidental or indirect losses or damages. For avoidance of doubt, the indemnifying party shall pay all reasonable attorneys' fees, experts' fees, and other legal expenses incurred in responding to or defending the third-party claim or action.
- 9. The conversion of existing Schedule 91 luminaires to Schedule 95 Option A luminaires is subject to the Company's operating schedule.

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SCHEDULE 95 (Concluded)

SPECIAL CONDITIONS (Continued)

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

TERM

A Customer served under the Daily Pricing Option may not choose service under another rate schedule until the end of the calendar year in which the pricing choice was made.

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RATES FOR CUSTOM POLES (Continued)

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

SERVICE RATE FOR OBSOLETE LIGHTING

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

	Nominal	Monthly	M	Ionthly Rate	es
<u>Watts</u>	<u>Lumens</u>	<u>kWh</u>	Option A	Option B	Option C
150	10,000	60	\$9.15	\$5.55	\$3.76
100	4,000	39	*	*	2.44
175	7,000	66	8.96	5.61	4.14
250	10,000	94	*	*	5.89
400	21,000	147	14.97	10.81	9.22
1,000	55,000	374	29.43	25.31	23.45
150	16,000	62	12.78	5.89	3.89
250	29,000	102	14.73	8.32	*
	150 100 175 250 400 1,000 150	Watts Lumens 150 10,000 100 4,000 175 7,000 250 10,000 400 21,000 1,000 55,000 150 16,000	Watts Lumens kWh 150 10,000 60 100 4,000 39 175 7,000 66 250 10,000 94 400 21,000 147 1,000 55,000 374 150 16,000 62	Watts Lumens kWh Option A 150 10,000 60 \$9.15 100 4,000 39 * 175 7,000 66 8.96 250 10,000 94 * 400 21,000 147 14.97 1,000 55,000 374 29.43 150 16,000 62 12.78	Watts Lumens kWh Option A Option B 150 10,000 60 \$9.15 \$5.55 100 4,000 39 * * 175 7,000 66 8.96 5.61 250 10,000 94 * * 400 21,000 147 14.97 10.81 1,000 55,000 374 29.43 25.31 150 16,000 62 12.78 5.89

^{*} Not offered.

LUMINAIRE SERVICE OPTIONS (Continued)

<u>Maintenance Service under Option A</u> (Continued)

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

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

Option B - Luminaire

(M) (N) |

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

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

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

Maintenance Service under Option B

The Company will only perform emergency maintenance on the luminaires listed in this schedule. The Company does not perform preventative maintenance on the luminaires listed in this schedule.

The Company will repair or replace inoperable luminaires as soon as reasonably possible, subject to the Company's operating schedule, following notification to PGE's Customer Service or PGE's Outdoor Lighting Services⁽²⁾ department by the Customer, a member of the public, or a PGE employee performing luminaire replacement work. PGE has no obligation for repair or replacement of inoperable luminaires other than as described in this section of the tariff.

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⁽¹⁾ Replacement costs include: Installation Labor + Material costs and loading + Removal Labor = total billable charges. For applicable labor rates, refer to page 495-7 of this Schedule.

⁽²⁾ Contact PGE's Outdoor Lighting Services at 503-736-5710, PGE's Customer Service 503-228-6322 or 1-800-542-8818, or www.portlandgeneral.com to report an inoperable streetlight.

LUMINAIRE SERVICE OPTIONS (Continued)
Maintenance Service under Option B (Continued)

(M)

Maintenance under Option B luminaires specifically does not include replacement of luminaires that are deemed inoperable due to general deterioration, lack of replacement parts, or replacement of parts associated with Emergency Repair that will not bring the unit into operable status. Such inoperable luminaires will be designated as non-repairable luminaires. In addition, maintenance under Option B luminaires excludes maintenance related to vegetation management, luminaire relocation or modification of the luminaire (such as adding light shields).

Emergency Luminaire Replacement and Repair

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

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

Non-operating luminaires will be repaired by the Company without additional charge to the Customer only when the luminaire can be restored to operable status by repair or replacement of the photoelectric controller. If repair efforts by the Company do not result in an operable luminaire, the luminaire will be designated as non-repairable and replaced, the cost of such replacement is the responsibility of the Customer.

Special Provisions for Option B Luminaire Maintenance

1. Non-repairable luminaires will be replaced with in-kind equipment, except as provided below, by the Company on the Company's schedule. Replacement is limited to Company-approved equipment at the date of installation, for which the Customer is charged and billed the appropriate prevailing costs upon completion of the work. The Company will provide to the Customer, subsequent to the luminaire replacement, a cost itemization of amounts to be paid by the Customer and additional information specifying luminaire location, age, repair history, replacement luminaire type, and reason for designation as non-repairable luminaire. The Company is not obligated to notify the Customer prior to replacement nor retain the replaced non-repairable luminaire.

(N)

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

LUMINAIRE SERVICE OPTIONS (Continued)
Special Provisions for Option B Luminaire Maintenance (Continued)

(M) (N)

(N)

- 2. The Company may discontinue service to Option B luminaires and related equipment, which in the opinion of the Company have become unsafe or unsatisfactory for further service by reason of deterioration, storm, flood, lightning, proximity to or unsafe interference by trees or structures or other causes. The Company will notify the Customer of such discontinuance of service.
- 3. If damage occurs to any streetlight more than two times in any 12-month period measured from the first incidence of damage that requires replacement, the Customer will then pay for future installations or mutually agree with the Company and pay to have the pole either completely removed or relocated.

Option C – Luminaire

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

Maintenance Service under Option C

The Company has no obligation to maintain Customer-purchased lighting if the Customer selects this option. Such maintenance and service is the sole responsibility of the Customer.

Special Provisions for Schedule 91/95/491/495/591/595 Option B to Schedule 95/495/595 (C)
Option C Luminaire Conversion and Future Maintenance Election

- 1. If Customer elects to convert any of its luminaires from Schedule 91/95 Option B to Schedule 95 Option C, the Customer must at the same time commit to convert the entirety of Customer's Schedule 91/95 Option B luminaires to Schedules 91 Option C and Schedule 95 Option C using one of two methods: (A) within five years following PGE's group lamp replacement cycle or (B) within three years on a schedule mutually agreed upon between the Company and Customer. Customer may elect to have some of its luminaires on Schedule 91 Option C and some on Schedule 95 Option C.
- 2. Upon such conversion, the Customer will assume and bear the cost of all on-going maintenance responsibilities for the luminaires and associated circuits in accordance with this schedule's provisions for Option C luminaires from the date each luminaire is converted to Option C. After the three or five year period, any remaining Option B luminaires will be converted to Option C. The Company may not provide new Option B lighting under Schedule 91/95 following the election to convert any Option B luminaires to Schedule 91 or Schedule 95 Option C luminaires.

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(C)

STREETLIGHT POLES SERVICE OPTIONS

(1VI

Option A and Option B - Poles

(C)

See Schedule 91/491/591 for Streetlight poles service options.

MONTHLY RATE

(C)

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

Distribution Charge

6.269 ¢ per kWh

MARKET BASED PRICING OPTION

Energy Supply

The Customer may elect to purchase Energy from an Electricity Service Supplier (ESS) (Direct Access Service) or from the Company. Such election will be for all of the Customer's Service Points (SPs) under this schedule.

Direct Access Service

In addition to the above charges, the Customer is subject to charges from its serving ESS for Electricity, Transmission and other services as well as any other charges specified in the service agreement between the Customer and the ESS.

Company Supplied Energy

Upon not less than five business days notice, the Customer may choose the Company Supplied Energy Charge option. The election of this option will be effective on the next regularly scheduled meter reading date, but with not less than a five business day notice to the Company prior to the scheduled meter read date.

The Company Supplied Energy Option is the Intercontinental Exchange Mid-Columbia Daily on- and off-peak Electricity Firm Price Index (ICE-Mid-C Index) plus 2 mills per kWh plus losses. If prices are not reported for a particular day or days, the average of the immediately preceding and following reported days' on- and off-peak prices will be used to determine the price for the non-reported period. Prices reported with no transaction volume or as "survey-based" will be considered reported.

MARKET BASED PRICING OPTION (Continued)

Wheeling Charge

The Wheeling Charge will be \$1.793 per kW of monthly Demand.

Transmission Charge

Transmission and Ancillary Service Charges will be as specified in the Company's Open Access Transmission Tariff (OATT) as filed and approved by the Federal Energy Regulatory Commission.

ON AND OFF PEAK HOURS

On-peak hours are between 6:00 a.m. and 10:00 p.m. Monday through Saturday. Off-peak hours are between 10:00 p.m. and 6:00 a.m. Monday through Saturday and all day Sunday.

LOSSES

The following adjustment factors will be used where losses are to be included in the energy charges:

Secondary Delivery Voltage

1.0685

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REPLACEMENT OF NON-REPAIRABLE LUMINAIRES INSTALLATION LABOR RATES

O.

Labor Rates (1)

Straight Time

Overtime

\$142.00 per hour

\$208.00 per hour

RATES FOR STANDARD LIGHTING

Light-Emitting Diode (LED) Only – Option A and Option B Service Rates

(C)

(M)

LED lighting is new to the Company and pricing is changing rapidly. The Company may adjust rates under this schedule based on actual frequency of maintenance occurrences and changes in material prices.

		Nominal	Monthly	Monthly	/ Rates	
Type of Light	<u>Watts</u>	<u>Lumens</u>	<u>kWh</u>	Option A	Option B	(C)
Roadway LED	29	3,470	10	\$2.84	\$1.00	(C)
	37	2,530	13	3.67	1.20	
	45	5,020	15	3.37	1.32	
	50	3,162	17	3.90	1.45	
	52	3,757	18	4.31	1.52	
	67	5,050	23	4.79	1.83	
	88	10,230	30	4.97	2.27	
	106	7,444	36	5.90	2.66	
	134	14,200	46	10.06	3.31	
	156	16,300	53	11.01	3.77	
	160	18,700	55	10.45	3.88	
	176	18,300	60	12.34	4.23	
	201	21,400	69	12.40	4.78	(Ċ)

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

RATES FOR STANDARD LIGHTING (Continued)

Light-Emitting Diode (LED) Only - Option C Energy Use

Type of Light	Watts*	Monthly kWh**
LED	5 - 10	3
LED	>10 - 15	4
LED	>15 - 20	6
LED	>20 - 25	8
LED	>25 - 30	9
LED	>30 - 35	11
LED	>35 - 40	13
LED	>40 - 45	15
LED	>45 - 50	16
LED	>50 - 55	18
LED	>55 - 60	20
LED	>60 - 65	21
LED	>65 - 70	23
LED	>70 - 75	25
LED	>75 - 80	26
LED	>80 - 85	28
LED	>85 - 90	30
LED	>90 - 95	32
LED	>95 - 100	33
LED	>100 - 110	36
LED	>110 - 120	39
LED	>120 - 130	43
LED	>130 - 140	46
LED	>140 - 150	50
LED	>150 - 160	53
LED	>160 - 170	56

^{*} Wattage based on total consumption of fixture (lamp, driver, photo control, etc). Customer may be required to provide verification of total energy consumption upon Company request.

Monthly kWh = (midpoint of wattage range / 1,000) x (4,100 hours / 12 months)

Advice No. 19-07 Issued March 8, 2019 James F. Lobdell, Senior Vice President

Effective for service on and after April 10, 2019

| (M)

(M)

(N)

(N) (C)

^{**} Monthly kWh figure based on 4,100 burning hours per year and midpoint of listed watt range, rounded to the nearest kWh.

RATES FOR STANDARD LIGHTING (Continued)
Light-Emitting Diode (LED) Only – Option C Energy Use (Continued)

Type of Light	\\/atta*	Monthly
Type of Light	<u>Watts*</u>	<u>kWh**</u>
LED	>170 - 180	60
LED	>180 - 190	63
LED	>190 - 200	67
LED	>200 - 210	70
LED	>210 - 220	73
LED	>220 - 230	77
LED	>230 - 240	80
LED	>240 - 250	84
LED	>250 - 260	87
LED	>260 - 270	91
LED	>270 - 280	94
LED	>280 - 290	97
LED	>290 - 300	101

^{*} Wattage based on total consumption of fixture (lamp, driver, photo control, etc). Customer may be required to provide verification of total energy consumption upon Company request.

Monthly kWh = (midpoint of wattage range / 1,000) x (4,100 hours / 12 months)

(M)

^{**} Monthly kWh figure based on 4,100 burning hours per year and midpoint of listed watt range, rounded to the nearest kWh

RATES FOR DECORATIVE LIGHTING

Light-Emitting Diode (LED) Only - Option A and Option B Service Rates

	A)	A)
(C)		

(M)

		Nominal	Monthly	Monthl	y Rates	
Type of Light	<u>Watts</u>	<u>Lumens</u>	<u>kWh</u>	Option A	Option B	
Acorn			4.0	0.10 E.1	44.0 5	
LED	38	3,262	13	\$12.51	\$1.35	(Ç)
	60	4,213	21	13.68	1.88	
	70	4,332	24	13.35	2.04	
	75	4,897	26	13.99	2.19	
Acrylic LED	60	5,488	21	12.24	1.84	
HADCO LED	70	5,120	24	17.00	2.13	
Westbrooke LED (Non-Flared)	36	3,369	12	15.38	1.36	
,	53	5,079	18	17.04	1.77	
	69	6,661	24	18.67	2.12	
	85	8,153	29	17.62	2.46	
	136	12,687	46	20.27	3.56	
	206	18,159	70	21.51	5.06	
Westbrooke LED (Flared)	36	3,369	12	15.74	1.37	
(,	53	5,079	18	17.59	1.78	
	69	6,661	24	18.12	2.16	
	85	8,153	29	19.16	2.50	
	136	12,687	46	19.89	3.55	
	206	18,159	70	22.79	5.09	
Post-Top, American Revolution						
LED	45	3,395	15	7.85	1.37	
lue four to	72	4,409	25	7.97	1.99	(C)
Flood LED	85	10,530	29	8.18	2.23	(N)
1 1000 EED	128	16,932	44	9.72	3.19	(14)
	184	23,797	63	9.72 11.81	4.40	
	371	48,020	127	20.48	8.52	(N)
	3/1	40,020	141	20.40	0.02	(14)

SPECIALTY SERVICES OFFERED

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

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

ESS CHARGES

(M)

In addition to the above charges, the Customer is subject to charges from its serving ESS for Electricity, transmission and other services as well as any other charges specified in the service agreement between the Customer and the ESS.

ADJUSTMENTS

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

SPECIAL CONDITIONS

- 1. The Company may periodically offer temporary or experimental lighting equipment that is not otherwise listed in this rate schedule. Temporary or experimental lighting will be offered at a billing rate based on approved prices for near equivalent lighting service equipment. The use of temporary or experimental lighting will be for a limited duration not to exceed one year at which time the lighting service equipment will either be removed or the Company will file with the Commission to add the luminaire type to this rate schedule.
- 2. Customer is responsible for the cost associated with trenching, boring, conduit and restoration required for underground service to streetlighting.
- 3. Unless otherwise specifically provided, the location of Company-owned streetlighting equipment and poles may be changed at the Customer's request and upon payment by the Customer of the costs of removal and reinstallation.
- 4. If Company-owned streetlighting equipment or poles are removed at the Customer's request, a charge will be made consisting of the estimated original cost, less depreciation, less salvage value, plus removal cost. This provision does not pertain to the sale of Company-owned equipment. This condition applies if a Customer's selection of service under this Schedule requires the removal of Company-owned streetlighting equipment or poles.
- 5. If circuits or poles not already covered under Special Condition 2 or 3 are removed or relocated at the Customer's request, the Customer is responsible for all associated costs for labor and materials incurred when fulfilling this request.
- 6. For Option C lights: The Company does not provide the circuit on new installations.
- 7. For Option C lights in service prior to January 31, 2006: When the Company furnishes Electricity to luminaires owned and maintained by the Customer and installed on Customer-owned poles that are not included in the list of equipment in this schedule, usage for the luminaire will be estimated by the Company. When the Customer and the Company cannot agree, the Commission will determine the estimate usage.

SPECIAL CONDITIONS (Continued)

(M)

- 8. For Option A and Option B lights: The Company shall not be liable when either (i) the luminaires become inoperable or (ii) repair or replacement of inoperable luminaires is delayed or prevented; provided that, such inoperability of the luminaires or delay or prevention of repair or replacement is due to any cause beyond the Company's control, or that otherwise could not reasonably be foreseen or guarded against including but not limited to such causes as: strikes, lockouts, labor troubles, riots, insurrection, war, acts of God, extreme weather conditions, access to equipment, or the like.
- 9. For Option C lights: The Customer must ensure that (i) all maintenance and other work associated with this schedule is in compliance with the applicable requirements of OSHA, OPUC Safety Rules, the NESC and/or NEC and (ii) that all such work is performed by a Qualified Worker. A "Qualified Worker" means one who is knowledgeable about the construction and operation of the electric power generation, transmission, and distribution equipment as it relates to his or her work, along with the associated hazards, as demonstrated by satisfying the qualifying requirements for a "qualified person" or "qualified employee" with regard to the work in question as described in 29 CFR 1910.269 effective January 31, 1994, as it may be amended from time to time. In this case, a Qualified Worker is a journeyman lineman, or someone who has the equivalent training, expertise and experience to perform journeyman lineman work.

10. Indemnification:

a. For Option A lights: To the extent permitted by the Oregon Constitution and subject to the limits of the Oregon Tort Claims Act, the Customer shall hold the Company harmless and indemnify it for any and all third-party claims, actions, liability, costs, and expense by reason of injury to or death of persons or damage to property arising or resulting from any negligent acts or omissions or willful misconduct of the Customer, its officers, employees, or agents that arise under this Schedule, including but not limited to the street lighting requested by Customer, its officers, employees, or agents under this Schedule or the associated lighting levels. The Company shall hold Customer harmless and indemnify it for any and all third-party claims, actions, liability, costs, and expense by reason of injury to or death of persons or damage to property arising or resulting from any negligent acts or omissions or willful misconduct of the Company, its officers, employees, or agents that arise under this Schedule.

(T)

SPECIAL CONDITIONS (Continued)

(M) (N)

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

(N)

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

(C)

d. For Option B and Option C lights: Customer has the obligation to ensure that any contractor performing any street or outdoor area light maintenance work or any construction associated with street or outdoor area lighting carry commercial liability insurance in an aggregate amount of \$5 million and \$2 million per occurrence and list PGE as an additional insured on the policy or policies. Customer will, at least seven (7) business days prior to the performance by a contractor of any street or outdoor area light maintenance work or any construction associated with street or outdoor area lighting, cause the contractor to furnish the Company with a certificate naming the Company as an additional insured under the contractor's commercial liability policy or policies. This paragraph shall not apply to Option C lights that are attached to poles owned by Customer.

SPECIAL CONDITIONS (Continued)

- e. Customer will provide (i) commercial liability insurance in an aggregate amount of \$5 million and \$2 million per occurrence and list PGE as an additional insured on the policy or policies or (ii) proof of adequate self-insurance for the amounts identified. All Insurance certificates or proof of self-insurance required under this Schedule shall be sent to Portland General Electric Company, Utility Asset Management, 2213 SW 153rd, Beaverton, OR 97006. All insurance required by this Schedule, to the extent it is provided by an insurance carrier, must be provided by an insurance carrier rated "A-" VIII or better by the A.M. Best Key Rating Guide. All policies of insurance required to be carried under this Schedule shall not be cancelled, reduced in coverage or renewal refused without at least thirty (30) days' prior written notice to the Company. The insurance coverage required by this Schedule must (i) be primary over, and pay without contribution from, any other insurance or selfinsurance used by the Company, and (ii) waive all rights of subrogation against the Company. Customer shall bear all costs of deductibles and shall remain solely and fully liable for the full amount of any liability to the Company that is not compensated by Customer's or contractor's insurance.
- f. The indemnifying party under this Schedule shall be liable only for third-party claims, actions, liability, costs, and expense pursuant to the terms of this Schedule and shall not be liable to the indemnified party for any of the indemnified party's special, punitive, exemplary, consequential, incidental or indirect losses or damages. For avoidance of doubt, the indemnifying party shall pay all reasonable attorneys' fees, experts' fees, and other legal expenses incurred in responding to or defending the third-party claim or action.
- 11. The Customer is responsible for the cost of temporary disconnection and reconnection of Electricity Service. The Customer must provide written notice to request a temporary disconnection. During the period of temporary disconnection, the Customer remains responsible for all fixed charges in this schedule except for the cost of providing energy. After one year, the disconnection may no longer considered temporary and the facilities removed with the Customer responsible for the cost listed in Special Condition No. 3 of this schedule.
- 12. For Option C lights: Customer is responsible to notify the Company within 30 days of conversions to Option C lights in this Schedule. The Company will limit all billing adjustments to 30 days back. The Company will use the nearest billing cycle date for all adjustments.
- 13. Customer is giving up the right granted under state law to receive Electricity from the Company at a rate based on the cost of electric generating resources owned in whole or in part by the Company. Customers enrolled for service under the Minimum Five-Year Option must give the Company not less than three years notice to terminate service under this schedule. Such notice will be binding.

(M)

SCHEDULE 495 (Concluded)

SPECIAL CONDITIONS (Continued)

- 14. At the time service terminates under this schedule, the Customer will be considered a new Customer for purposes of determining available service options. A Customer served under the Company Supplied Energy option must meet the terms of the service agreement associated with that service prior to termination of service under this schedule.
- 15. The rate the Customer pays for Electricity may be higher or lower than the rates charged by the Company to similar customers not taking service under this schedule, including competitors to the Customer.
- 16. Neither the Company, its employees and agents, the Commission nor any other agency of the State of Oregon has made any representation to the Customer regarding future Electricity prices that will result from the Customer's election of service under this schedule.
- 17. The Customer is selecting this schedule based solely upon its own analysis of the benefits of this schedule. The Customer has available to it Energy experts that assisted in making this decision.
- 18. The Customer warrants that the person signing the service agreement has full authority to bind the Customer to such agreement.
- 19. Direct Access Service is available only on acceptance of a Direct Access Service Request (DASR) by the Company. Where applicable, a Customer is required to have interval metering and meter communications in place prior to initiation of service under this schedule.
- 20. All lights corresponding to an individual municipal department must choose service under this schedule and/or Schedule 491.
- 21. Customers selecting service under this Schedule will be limited to a Company/ESS Split Bill.

TERM

Minimum Five-Year Option

The term of service will not be less than five years. Service will be year-to-year thereafter. Customers must give the Company not less than three years notice to terminate service under this schedule. Such notice will be binding.

Fixed Three-Year Option

The term of service will be three years. Upon completion of this three year term, the Customer will select service under any other applicable rate schedule, subject to all notice requirements and provisions of the schedule.

(M)

MONTHLY RATE (Continued)
Rates for Area Lighting (Continued)

Type of Light	<u>Watts</u>	<u>Lumens</u>	Monthly <u>kWh</u>	Monthly Rate ⁽¹⁾ <u>Per Luminaire</u>	
Acorn					
LED	38	3,262	13	\$ 10.56	(N)
	60	4,213	21	13.22	(c)
	70	4,332	24	12.89	ν-,
	75	4,897	26	13.53	(N)
Acrylic LED	60	5,488	21	11.78	(N)
HADCO LED	70	5,120	24	16.54	(/
Cobrahead	70	0,120	~ "T	10.01	
LED	29	3,470	10	3.19	(N)
	37	2,530	13	4.02	()
	45	5,020	15	3.73	(N)
	50	3,162	17	4.25	(,
	52	3,757	18	4.67	
	67	5,050	23	5.02	
	88	10,230	30	5.20	(N)
	106	7,444	36	6.13	(,
	134	14,200	46	9.60	
	156	16,300	53	10.55	
	160	18,700	55	9.99	(N)
	176	18,300	60	11.88	()
	201	21,400	69	11.94	
	201	21,400	00	11.54	
Westbrooke LED (Non-Flare)	36	3,369	12	14.92	
	53	5,079	18	16.58	
	69	6,661	24	16.21	
	85	8,153	29	17.16	
	136	12,687	46	19.82	
	206	18,159	70	21.05	
Westbrooke LED (Flare)	36	3,369	12	15.28	
Westblooke LLD (Hale)	53	5,079	18	17.13	
	69	6,661	24	17.66	
	85	8,153	29	18.70	
	136	12,687	29 46	19.43	
	206	18,159	70	22.33	
	200	10, 109	70	22.00	(M)
					(141)

⁽¹⁾ See Schedule 100 for applicable adjustments.

MONTHLY RATE (Continued) Rates for Area Lighting (Continued)

reaces for Area Eighting (Continued)			Monthly	Monthly Rate ⁽¹⁾	(M)
Type of Light	<u>Watts</u>	Lumens	<u>kWh</u>	Per Luminaire	
CREE XSP LED	25	2,529	9	\$ 2.87	
	42	3,819	14	3.28	
	48	4,373	16	3.80	ļ
	56	5,863	19	4.43	
	91	8,747	31	5.18	İ
Post-Top, American Revolution					
LED	45	3,395	15	7.39	
	72	4,409	25	7.52	(M)
Flood LED	85	10,530	29	7.72	(N)
	128	16,932	44	9.26	` ´
	184	23,797	63	11.35	
	371	48,020	127	20.02	(N)

Rates for Area Light Poles(2)			
Type of Pole	Pole Length (feet)	Monthly Rate Per Pole	
Wood, Standard	35 or less	\$ 5.21	
	40 to 55	6.21	
Wood, Painted Underground	35 or less	5.21 ⁽³⁾	
vvood, i dintod ondorground	30 01 1000	0.21	
Wood, Curved laminated	30 or less	6.56 ⁽³⁾	
	40		
Aluminum, Regular	16	6.44	
	25	10.60	
	30	11.39	
	35	12.68	
Aluminum, Fluted Ornamental	14	9.56	
Admindin, Flated Offiamental	17	5.50	(M)
Aluminum, Fluted Ornamental	16	10.31	()
Aluminum, Double-Arm, Smooth Ornamental	18	14.02	(N)

See Schedule 100 for applicable adjustments.
 No pole charge for luminaires placed on existing Company-owned distribution poles.
 No new service.

SCHEDULE 515 (Continued)					
MONTHLY RATE (Continued) Rates for Area Light Poles ⁽¹⁾ Type of Pole Aluminum Davit	Pole Length (feet) 25 30 35 40	Monthly Rate Per Pole \$ 10.64 11.21 12.36 16.27	(M)		
Aluminum Double Davit	30	15.34			
Aluminum, Smooth Techtra Ornamental	18	19.83	(C)		
Aluminum, Fluted Westbrooke	18	19.19	(C)		
Aluminum, Smooth Westbrooke	18	19.79	(C)		
Concrete, Ameron Post-Top	25	17.92			
Fiberglass Fluted Ornamental; Black Fiberglass, Regular	14	11.08			
Black Gray or Bronze Black, Gray, or Bronze	20 30 35	4.75 7.98 7.45			
Fiberglass, Anchor Base, Gray or Black	35	13.01			
Fiberglass, Anchor Base (Color may vary)	25 30	10.26 10.32	(N) (N)		
		_			

18

INSTALLATION CHARGE

Fiberglass, Direct Bury with Shroud

See Schedule 300 regarding the installation of conduit on wood poles

7.52

⁽¹⁾ No pole charge for luminaires placed on existing Company-owned distribution poles.

SCHEDULE 515 (Concluded)

ESS CHARGES (M)

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

ADJUSTMENTS

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

SPECIAL CONDITIONS

- 1. The Company may periodically offer temporary or experimental lighting equipment that is not otherwise listed in this rate schedule. Temporary or experimental lighting will be offered at a billing rate based on approved prices for near equivalent lighting service equipment. The use of temporary or experimental lighting will be for a limited duration not to exceed one year at which time the lighting service equipment will either be removed or the Company will file to add the luminaire type to this rate schedule.
- 2. Maintenance of outdoor area lighting poles includes replacement of accidentally or deliberately damaged poles and luminaires. If damage occurs more than two times in any 12-month period measured from the first incidence of damage that requires replacement, the Customer will pay for future installation or may mutually agree with the Company and pay to have the pole either completely removed or relocated.
- 3. If Company-owned area lighting equipment or poles are removed at the Customer's request, a charge will be made consisting of the estimated original cost, less depreciation, less salvage value, plus removal cost. This provision does not pertain to the sale of Company-owned equipment. This condition applies if a Customer's selection of service under this Schedule requires the removal of Company-owned area lighting equipment or poles.

TERM

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

RATES FOR CUSTOM POLES (Continued)

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

SERVICE RATE FOR OBSOLETE LIGHTING

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

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

^{*} Not offered.

LUMINAIRE SERVICE OPTIONS (Continued)
Maintenance Service under Option A (Continued)

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

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

Option B - Luminaire

(M) (N)

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

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

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

Maintenance Service under Option B

The Company will only perform emergency maintenance on the luminaires listed in this schedule. The Company does not perform preventative maintenance on the luminaires listed in this schedule.

The Company will repair or replace inoperable luminaires as soon as reasonably possible, subject to the Company's operating schedule, following notification to PGE's Customer Service or PGE's Outdoor Lighting Services⁽²⁾ department by the Customer, a member of the public, or a PGE employee performing luminaire replacement work. PGE has no obligation for repair or replacement of inoperable luminaires other than as described in this section of the tariff.

N) (N

⁽¹⁾ Replacement costs include: Installation Labor + Material costs and loading + Removal Labor = total billable charges. For applicable labor rates, refer to page 595-5 of this Schedule.

⁽²⁾ Contact PGE's Outdoor Lighting Services at 503-736-5710, PGE's Customer Service 503-228-6322 or 1-800-542-8818, or www.portlandgeneral.com to report an inoperable streetlight.

LUMINAIRE SERVICE OPTIONS (Continued)
Maintenance Service under Option B (Continued)

(M) (N)

Maintenance under Option B luminaires specifically does not include replacement of luminaires that are deemed inoperable due to general deterioration, lack of replacement parts, or replacement of parts associated with Emergency Repair that will not bring the unit into operable status. Such inoperable luminaires will be designated as non-repairable luminaires. In addition, maintenance under Option B luminaires excludes maintenance related to vegetation management, luminaire relocation or modification of the luminaire (such as adding light shields).

Emergency Luminaire Replacement and Repair

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

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

Non-operating luminaires will be repaired by the Company without additional charge to the Customer only when the luminaire can be restored to operable status by repair or replacement of the photoelectric controller. If repair efforts by the Company do not result in an operable luminaire, the luminaire will be designated as non-repairable and replaced, the cost of such replacement is the responsibility of the Customer.

Special Provisions for Option B Luminaire Maintenance

1. Non-repairable luminaires will be replaced with in-kind equipment, except as provided below, by the Company on the Company's schedule. Replacement is limited to Company-approved equipment at the date of installation, for which the Customer is charged and billed the appropriate prevailing costs upon completion of the work. The Company will provide to the Customer, subsequent to the luminaire replacement, a cost itemization of amounts to be paid by the Customer and additional information specifying luminaire location, age, repair history, replacement luminaire type, and reason for designation as non-repairable luminaire. The Company is not obligated to notify the Customer prior to replacement nor retain the replaced non-repairable luminaire.

(N)

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

LUMINAIRE SERVICE OPTIONS (Continued)
Special Provisions for Option B Luminaire Maintenance (Continued)

- 2. The Company may discontinue service to Option B luminaires and related equipment, which in the opinion of the Company have become unsafe or unsatisfactory for further service by reason of deterioration, storm, flood, lightning, proximity to or unsafe interference by trees or structures or other causes. The Company will notify the Customer of such discontinuance of service.
- 3. If damage occurs to any streetlight more than two times in any 12-month period measured from the first incidence of damage that requires replacement, the Customer will then pay for future installations or mutually agree with the Company and pay to have the pole either completely removed or relocated.

(N)

(C)

(C)

(C)

Option C – Luminaire

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

Maintenance Service under Option C

The Company has no obligation to maintain Customer-purchased lighting if the Customer selects this option. Such maintenance and service is the sole responsibility of the Customer.

<u>Special Provisions for Schedule 91/95/491/495/591/595 Option B to Schedule 95/495/595</u>
<u>Option C Luminaire Conversion and Future Maintenance Election</u>

- 1. If Customer elects to convert any of its luminaires from Schedule 91/95 Option B to Schedule 95 Option C, the Customer must at the same time commit to convert the entirety of Customer's Schedule 91/95 Option B luminaires to Schedules 91 Option C and Schedule 95 Option C using one of two methods: (A) within five years following PGE's group lamp replacement cycle or (B) within three years on a schedule mutually agreed upon between the Company and Customer. Customer may elect to have some of its luminaires on Schedule 91 Option C and some on Schedule 95 Option C.
- 2. Upon such conversion, the Customer will assume and bear the cost of all on-going maintenance responsibilities for the luminaires and associated circuits in accordance with this schedule's provisions for Option C luminaires from the date each luminaire is converted to Option C. After the three or five year period, any remaining Option B luminaires will be converted to Option C. The Company may not provide new Option B lighting under Schedule 91/95 following the election to convert any Option B luminaires to Schedule 91 or Schedule 95 Option C luminaires.

(C) | (M)

STREETLIGHT POLES SERVICE OPTIONS

(M)

Option A and Option B – Poles

(C)

See Schedule 91/591 for Streetlight poles service options.

MONTHLY RATE

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

Distribution Charge

6.269 ¢ per kWh

Energy Charge

Provided by Electricity Service Supplier

REPLACEMENT OF NON-REPAIRABLE LUMINAIRES INSTALLATION LABOR RATES

Labor Rates Straight Time Overtime (1)

\$142.00 per hour

\$208.00 per hour

RATES FOR STANDARD LIGHTING

Light-Emitting Diode (LED) Only – Option A and Option B Service Rates

(C)

LED lighting is new to the Company and pricing is changing rapidly. The Company may adjust rates under this schedule based on actual frequency of maintenance occurrences and changes in material prices.

		Nominal	Monthly	Monthly	y Rates	
Type of Light	<u>Watts</u>	<u>Lumens</u>	<u>kWh</u>	Option A	Option B	Ì
Roadway LED	29	3,470	10	\$2.84	\$1.00	(C)
	37	2,530	13	3.67	1.20	
	45	5,020	15	3.37	1.32	
	50	3,162	17	3.90	1.45	
	52	3,757	18	4.31	1.52	
	67	5,050	23	4.79	1.83	
	88	10,230	30	4.97	2.27	
	106	7,444	36	5.90	2.66	
	134	14,200	46	10.06	3.31	
	156	16,300	53	11.01	3.77	
	160	18,700	55	10.45	3.88	\ \
	176	18,300	60	12.34	4.23	
	201	21,400	69	12.40	4.78	(C) (M)

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

RATES FOR STANDARD LIGHTING (Continued)

Light-Emitting Diode (LED) Only - Option C Energy Use

Type of Light	Watts*	Monthly kWh**
LED	5 - 10	3
LED	>10 - 15	4
LED	>15 - 20	6
LED	>20 - 25	8
LED	>25 - 30	9
LED	>30 - 35	11
LED	>35 - 40	13
LED	>40 - 45	15
LED	>45 - 50	16
LED	>50 - 55	18
LED	>55 - 60	20
LED	>60 - 65	21
LED	>65 - 70	23
LED	>70 - 75	25
LED	>75 - 80	26
LED	>80 - 85	28
LED	>85 - 90	30
LED	>90 - 95	32
LED	>95 - 100	33
LED	>100 - 110	36
LED	>110 - 120	39
LED	>120 - 130	43
LED	>130 - 140	46
LED	>140 - 150	50
LED	>150 - 160	53
LED	>160 - 170	56

^{*} Wattage based on total consumption of fixture (lamp, driver, photo control, etc). Customer may be required to provide verification of total energy consumption upon Company request.

Monthly kWh = (midpoint of wattage range / 1,000) x (4,100 hours / 12 months)

Advice No. 19-07 Issued March 8, 2019 James F. Lobdell, Senior Vice President

Effective for service on and after April 10, 2019

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^{**} Monthly kWh figure based on 4,100 burning hours per year and midpoint of listed watt range, rounded to the nearest kWh.

RATES FOR STANDARD LIGHTING (Continued)
Light-Emitting Diode (LED) Only – Option C Energy Use (Continued)

Type of Light	<u>Watts*</u>	Monthly <u>kWh**</u>
LED	>170 - 180	60
LED	>180 - 190	63
LED	>190 - 200	67
LED	>200 - 210	70
LED	>210 - 220	73
LED	>220 - 230	77
LED	>230 - 240	80
LED	>240 - 250	84
LED	>250 - 260	87
LED	>260 - 270	91
LED	>270 - 280	94
LED	>280 - 290	97
LED	>290 - 300	101

^{*} Wattage based on total consumption of fixture (lamp, driver, photo control, etc). Customer may be required to provide verification of total energy consumption upon Company request.

Monthly kWh = (midpoint of wattage range / 1,000) x (4,100 hours / 12 months)

(M)

^{**} Monthly kWh figure based on 4,100 burning hours per year and midpoint of listed watt range, rounded to the nearest

RATES FOR DECORATIVE LIGHTING

Light-Emitting Diode (LED) Only – Option A and Option B Service Rates

(C) (M)

		Nominal	Monthly	Monthly Rates		
Type of Light	<u>Watts</u>	<u>Lumens</u>	<u>kWh</u>	Option A	Option B	
Acorn						
LED	38	3,262	13	\$12.51	\$1.35	(Ç)
	60	4,213	21	13.68	1.88	
	70	4,332	24	13.35	2.04	
	75	4,897	26	13.99	2.19	
Acrylic LED	60	5,488	21	12.24	1.84	
HADCO LED	70	5,120	24	17.00	2.13	
Westbrooke LED (Non-Flared)	36	3,369	12	15.38	1.36	
Westbrooke LLD (Non Flated)	53	5,079	18	17.04	1.77	
	69	6,661	24	18.67	2.12	
	85	8,153	29	17.62	2.46	
	136	12,687	46	20.27	3.56	
	206	18,159	70	21.51	5.06	
		,	, •			
Westbrooke LED (Flared)	36	3,369	12	15.74	1.37	
(53	5,079	18	17.59	1.78	
	69	6,661	24	18.12	2.16	
	85	8,153	29	19.16	2.50	
	136	12,687	46	19.89	3.55	
	206	18,159	70	22.79	5.09	
Post-Top, American Revolution						
LED	45	3,395	15	7.85	1.37	
LLD	72	4,409	25	7.97	1.99	(¢)
	1 4	7,700	20	7.07	1.00	\-/
Flood LED	85	10,530	29	8.18	2.23	(N)
	128	16,932	44	9.72	3.19	
	184	23,797	63	11.81	4.40	
	371	48,020	127	20.48	8.52	(N)
		· · , · · · · ·				

SPECIALTY SERVICES OFFERED

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

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

ESS CHARGES

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

ADJUSTMENTS

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

NOVEMBER ELECTION WINDOW

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

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

SPECIAL CONDITIONS

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

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SPECIAL CONDITIONS (Continued)

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

SPECIAL CONDITIONS (Continued)

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10. Indemnification:

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

SPECIAL CONDITIONS (Continued)

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- d. For Option B and Option C lights: Customer has the obligation to ensure that any contractor performing any street or outdoor area light maintenance work or any construction associated with street or outdoor area lighting carry commercial liability insurance in an aggregate amount of \$5 million and \$2 million per occurrence and list PGE as an additional insured on the policy or policies. Customer will, at least seven (7) business days prior to the performance by a contractor of any street or outdoor area light maintenance work or any construction associated with street or outdoor area lighting, cause the contractor to furnish the Company with a certificate naming the Company as an additional insured under the contractor's commercial liability policy or policies. This paragraph shall not apply to Option C lights that are attached to poles owned by Customer.
- e. Customer will provide (i) commercial liability insurance in an aggregate amount of \$5 million and \$2 million per occurrence and list PGE as an additional insured on the policy or policies or (ii) proof of adequate self-insurance for the amounts identified. All Insurance certificates or proof of self-insurance required under this Schedule shall be sent to Portland General Electric Company, Utility Asset Management, 2213 SW 153rd, Beaverton, OR 97006. All insurance required by this Schedule, to the extent it is provided by an insurance carrier, must be provided by an insurance carrier rated "A-" VIII or better by the A.M. Best Key Rating Guide. All policies of insurance required to be carried under this Schedule shall not be cancelled, reduced in coverage or renewal refused without at least thirty (30) days' prior written notice to the Company. The insurance coverage required by this Schedule must (i) be primary over, and pay without contribution from, any other insurance or selfinsurance used by the Company, and (ii) waive all rights of subrogation against the Company. Customer shall bear all costs of deductibles and shall remain solely and fully liable for the full amount of any liability to the Company that is not compensated by Customer's or contractor's insurance.
- f. The indemnifying party under this Schedule shall be liable only for third-party claims, actions, liability, costs, and expense pursuant to the terms of this Schedule and shall not be liable to the indemnified party for any of the indemnified party's special, punitive, exemplary, consequential, incidental or indirect losses or damages. For avoidance of doubt, the indemnifying party shall pay all reasonable attorneys' fees, experts' fees, and other legal expenses incurred in responding to or defending the third-party claim or action.
- 11. The Customer is responsible for the cost of temporary disconnection and reconnection of Electricity Service. The Customer must provide written notice to request a temporary disconnection. During the period of temporary disconnection, the Customer remains responsible for all fixed charges in this schedule except for the cost of providing energy. After one year, the disconnection may no longer considered temporary and the facilities removed with the Customer responsible for the cost listed in Special Condition No. 3 of this schedule.

SCHEDULE 595 (Concluded)

SPECIAL CONDITIONS (Continued)

12. For Option C lights: Customer is responsible to notify the Company within 30 days of conversions to Option C lights in this Schedule. The Company will limit all billing adjustments to 30 days back. The Company will use the nearest billing cycle date for all adjustments.

TERM

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

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