



Oregon

Kate Brown, Governor

Public Utility Commission

201 High St SE Suite 100

Salem, OR 97301-3398

Mailing Address: PO Box 1088

Salem, OR 97308-1088

503-373-7394

November 22, 2022



BY EMAIL

PacifiCorp

oregondockets@pacificorp.com

RE: Advice No. 22-012

The tariff sheets in your November 4, 2022, compliance filing docketed in ADV 1443, are accepted in compliance with Order No. 22-353. Attached is a receipted copy of the sheets in your compliance filing for your records.

/s/ Nolan Moser

Nolan Moser

Chief Administrative Law Judge

Public Utility Commission of Oregon

503-689-3622

TABLE OF CONTENTS - GENERAL RULES AND REGULATIONS

Page 5

Rule No.

R1	Definitions	
R2	Types of Service	
R3	Description of Service	
R4	Application for Electric Service	
R5	Point of Delivery	
R6	Consumer's Responsibilities	
R7	Basis of Rates	
R8	Metering	
R9	Deposit	
R10	Billing	
R11A	Discontinuance of Service for Nonpayment	
R11B	Charges for Collection Activity	
R11C	Discontinuance of Service for Other Causes	
R11D	Work Performed at Consumer's Request	
R12	Customer's Load and Operations	(T)
R13	Line Extensions	
R14	Continuity of Electric Service and Interruption and Service Restoration	
R15	Curtailment Plan for Electric Energy	
R16	Tax Adjustment	
R17	P.U.C. Or. Rules, Orders and Regulation	
R18	Conflict	
R21	Direct Access	
R22	Direct Access Service Election	
R25	Customer Guarantees	

GENERAL RULES AND REGULATIONS
DEFINITIONS

Definitions (continued)

Emergency Default Service: Has the meaning described in Rule 2, "Types of Service."

Emergency Distribution Service: Service in supply to, or made available to, load devices which are operated only in emergency situations or in testing for same. Such service contemplates frequency and intensity of operation reflective of emergency conditions and excludes service to freeze protection devices which operate in the coldest period of the year.

Energy: Electric energy, measured in kilowatt-hours.

Extension: A branch from, continuation of, or an increase in the capacity of an existing Company-owned transmission or distribution line. An extension may be either single-phase or three-phase or a conversion from a single-phase line to a three-phase line. An extension may also be the addition of, or increase in the capacity of other facilities.

Intermittent Service: Continuously available service which the Customer uses intermittently and in such duration that minimal amounts of electric power or energy are registered by Company meters for such uses. (T)

Kilovar (kvar): A unit of reactive power equal to 1,000 reactive volt-amperes.

Kilovar-hour (Kvarh): The amount of reactive flow in one hour, at a constant rate of one kilovar.

Kilowatt (kW): A unit of power equal to 1,000 watts.

Kilowatt-hour (kWh): The amount of energy delivered in one hour, when delivery is at a constant rate of one kilowatt.

Large Nonresidential Customer: A Nonresidential Customer that is not a Small Nonresidential Customer. (T)
(T)

Load: The amount of electricity delivered to or required by a Customer. (T)

Low-Income: A Residential Customer or Applicant whose eligibility has been verified under Oregon Administrative Rule (OAR) 860-021-0180. (N)
(N)

Multi-Family Home: A residential building that contains three or more dwelling units.

NAICS Code: North American Industry Classification System Code.

New Large Load: as defined in OAR 860-038-0710, load associated with a new facility, an existing facility or an expansion of an existing facility, which: has never been contracted for or committed to in writing by a cost-of-service Customer with an electric company, and is expected to result in a 10 average megawatt (aMW) or more increase in the Customer's power requirements during the first three years after new operations begin. (T)
(T)

Nonresidential Customer: A retail electricity consumer that is not a Residential Customer. (T)

Paralleling: Connection by a Customer of any source of electric power to Company's system or to a Customer's system which is connected to Company's system. (T)
(T)

(continued)

GENERAL RULES AND REGULATIONS
DEPOSIT

Deposit

A. General

In accordance with the conditions listed below, a Customer or Applicant may be required to provide a deposit intended to guarantee payment of future bills. The amount of the deposit will be one sixth of the estimated annual billings for services provided by the Company, based on actual connected load, except for Agricultural Pumping Service where the amount of the deposit will not exceed the estimated ensuing season's billing for services provided by the Company. See Schedule 300.

In the event a Customer moves from one location to another location a supplemental deposit may be collected when the estimated deposit at the new location is greater than 20% of the existing deposit.

When a residential Customer or Applicant is required to pay a deposit, a residential Customer or Applicant shall pay the full amount or may enter into an installment agreement if eligible. The first installment is due immediately and the remaining installments are due with the subsequent two monthly billings after the first installment. If a residential Customer or Applicant fails to abide by the terms of a deposit installment agreement, the Company may disconnect service after providing a notice that allows at least 5 business days for payment. Residential Customers or Applicants who do not pay the full amount of any overdue charges related to a prior account, or who were disconnected for tampering or theft of service, are not eligible for a deposit installment agreement. In addition, non residential Customers or Applicants are not eligible for a deposit installment agreement.

(N)(D)

If service is disconnected for nonpayment of a deposit, the Customer or Applicant shall be required to pay the full amount of the deposit plus any applicable reconnection fee, late payment charge, and one-half of any past due amount before service is restored.

In the event a Customer or Applicant's initial deposit payment is not honored by their financial institution the deposit will be deemed unpaid. The Company will attempt to notify the Customer or Applicant of the failed payment, and the Customer or Applicant will have one business day in which to make a valid payment. If a valid payment is not received, service may be discontinued without further notice. When a deposit is required as a condition of service and the initial deposit payment has been deemed unpaid by the Applicant's financial institution, the application for service will be denied and the Applicant will not have acquired Customer status.

A Customer or Applicant will not be required to pay a deposit to establish or reestablish service with the Company if the Customer or Applicant is verified as Low-Income. The establishment or reestablishment of credit under this rule shall not relieve a Customer or Applicant from complying with the rules and regulations of the Company on file with the Commission including, but not limited to, the prompt payment of bills and the discontinuance of service for nonpayment.

(N)
(N)

(continued)

GENERAL RULES AND REGULATIONS
DEPOSIT

Deposit (continued)

F. Interest

The Company shall pay interest on deposits at a rate prescribed by order of the Public Utility Commission of Oregon. Interest on a deposit shall accrue annually and shall be credited to the Customer's account on the first statement following the anniversary or the accrual date. Interest on deposits held for less than a full year will be prorated.

G. Refund of Deposit

Upon discontinuance of service, the Company will apply the deposit plus accrued interest to the balance and refund any excess. Deposits will be refunded to a Customer when the following conditions are met:

1. Residential, Direct Access and Non Residential Service Less than \$10,000 Monthly Billing

Under the provisions of this rule, credit shall be considered to be established or re-established after a residential, direct access or non residential Customer, as described above, has paid service bills for 12 consecutive months, and the following conditions are met:

- a. The account is current,
- b. Not more than two final notices of disconnection were issued to the Customer during the previous 12 months,
- c. The Customer was not disconnected for non-payment, and
- d. The Customer did not engage in theft of service, diversion of energy service or tampering with the Company's equipment during the previous 12 months.

2. Non Residential Service Greater Than \$10,000 Monthly Billing

When the Company has determined that the material adverse condition which necessitated the deposit no longer impacts the Customer's creditworthiness or the Customer's ability to meet its obligations in a timely manner, the deposit with accrued interest will be refunded to the Customer.

3. Agriculture Pumping Service

Deposits will be refunded if the Company has received payments for all irrigation season billings by the due date on the final bill.

4. Low-Income Residential Service

If a Residential Customer is identified as Low-Income after paying all or a portion of a deposit, the Company will return the deposit within two billing cycles. The deposit will first be applied to any outstanding balance on the residential customer's account. If there are any remaining funds, they will be applied to the Customer's account or returned by electronic payment or check mailed directly to the Customer's last known address. If a Low-Income Customer's account is current, the deposit will be applied to the Customer's account or returned by electronic payment or check mailed directly to the Customer's last known address.

(N)

(N)

GENERAL RULES AND REGULATIONS
BILLING
I. Billing – General (continued)
B. Billing Demand

All demands used for billing purposes will be determined to the nearest whole kW, kva or kvar, or hp. Demands will be determined by permanently installed instruments, by test or motor nameplate. When determined by test or nameplate, the resulting demand will remain in effect until a new determination is made. The following table shall be used when billing demands are determined from motor nameplate data:

Motor Nameplate Horsepower	Billing kW	Motor Nameplate Horsepower	Billing kW	Motor Nameplate Horsepower	Billing kW
1	1	15	13	75	62
1.5	1	20	17	100	82
2	2	25	21	125	102
3	3	30	25	150	122
5	5	40	33	200	162
7.5	7	50	41	Over 200	0.81/H.P.
10	9	60	49		

C. Payment of Bills

All bills are payable monthly at the office or authorized pay station of Company not later than fifteen (15) days after date of transmittal.

D. Late Payment Charge

A Late Payment Charge may be levied against unpaid accounts in accordance with Schedule 300. All payments received by the date of preparation for each month's billing will apply to the Customer's account prior to calculating the charge. Payments shall be applied to regulated charges according to the provisions of Section II.C of this tariff rule. Payments applied to regulated charges shall satisfy the oldest portion of the billing first, any other billings second and the current billing last. The Late Payment Charge will not be applied to Time Payment Agreement or Equal Payment Plan accounts that are current. A Late Payment Charge will not be assessed to a verified Low-Income Customer.

(T)

(N)
(N)

E. Returned Payment

If a Customer makes a payment subsequent to the issuance of a five (5) day notice, whether payment is made to prevent a service discontinuance or to reactivate a previously discontinued service, and Customer's financial institution fails to honor said payment, the account shall be deemed unpaid. The Company will attempt to notify the Customer in person, or by written notice, of payment failure. The Customer shall have one business day to correct the failure. If a valid payment is not received, service to the Customer may be discontinued without further written notice after the due date of the previously issued five (5) day notice.

(T)
(T)
(T)
(T)

Returned Payment Charge

A charge as described in Schedule 300, may be made and collected by Company for each check returned by a bank to Company.

(continued)

GENERAL RULES AND REGULATIONS
BILLING

I. Billing – General (continued)

F. Adjustment of Bills (continued)

Direct Access

If a Direct Access Customer receives a consolidated bill from the ESS and the Company provides revised billing information to the ESS, the ESS will promptly issue a corrected bill in the manner specified in the Company's ESS Service Agreement. (T)

The Company will promptly report corrected billing information to a Direct Access Customer's ESS. (T)

If a Direct Access Customer receives a consolidated bill from the Company, the Company will not issue a corrected bill for the services provided by an ESS until and unless the ESS provides revised billing information to the Company in the manner specified in the Company's ESS Service Agreement. (T)

G. Third Party Notification

Customer may designate a third party to receive bills and notices. (T)

H. Equal Payment Plan

At the option of the Customer, residential and small non-residential service billings may be rendered in equal monthly amounts, provided the Customer has satisfactory credit or account balances not exceeding the calculated equal monthly billing. (T)(N)
(T)
(D)

The Equal Payment Plan (E.P.P.) shall consist of twelve (12) equal monthly billings, based on an average of the twelve most recent months' actual kWh usage, billed on the current rate schedule. In the absence of actual kWh usage or when actual history is not considered indicative of future billings, the Company may estimate the twelve months' kWh usage. E.P.P. accounts shall be reviewed after the first twelve months of billing and at least annually thereafter. On the annual review month, the actual accounts receivable balance (debit or credit) shall be incorporated into the estimate for the next twelve months of the E.P.P. unless the Customer requests that the account balance be settled at that time. (T)

The E.P.P. may be reviewed and amended by Company as needed, in response to changing prices or variations in the Customer's kWh usage. Enrollment in the E.P.P. may occur at any time. The Customer may cancel their E.P.P. by notifying the Company and paying the total account balance. Company reserves the right to cancel a Customer's E.P.P. if they are delinquent on payment of the equal monthly billing. (T)
(T)
(T)

I. Force Majeure

Company shall not be liable to the Customer or the ESS, and the Customer and the ESS shall not be liable to Company, for any damage or claim of damage attributable to the failure of Company to deliver, or the Customer to receive, electric power and energy as the result of any cause beyond the control of the Company to so deliver or of the Customer to so receive, as the case may be, which, by the exercise of reasonable diligence, the respective party is unable to avoid, including but not limited to: injunction or other decree or order of any court or governmental agency having jurisdiction, strike, sabotage, riot insurrection, acts of the public enemy, fire, flood, explosion, extraordinary action of the elements, earthquake or other acts of God, or accidental destruction of or damage to facilities. (T)
(T)
(T)

(continued)

GENERAL RULES AND REGULATIONS
DISCONTINUANCE OF SERVICE FOR NONPAYMENT

I. Discontinuance of Service for Nonpayment

Upon a Customer's failure to pay, when due, all bills rendered for regulated services provided by the Company, or failure to comply with any of Company's rules and regulations, Company may, in addition to all other rights and remedies at law or in equity, cancel or terminate the contract under which service is being supplied or discontinue the furnishing of service, with or without cancellation or termination of such contract; provided Company will provide Customer notification as follows: (T)

A. Residential Service Customer

1. Company shall provide a Past Due Notice (PDN) which shall be either mailed or delivered to the residential Customer at least 20 days prior to the proposed termination of Customer's service. Delivery of a PDN is effective if it is delivered in person, delivered electronically, or delivered by first-class mail to Customer and Customer's designated representative. (T)(C)

2. Company shall also attempt in good faith to contact Customer by mail or in person and present a second PDN to the Customer or an adult at the residence at least five business days prior to termination of service. If personal contact is attempted but not made, the PDN shall be deemed effective if left in a conspicuous place at the residence. The Company does not allow its employees to collect payments at the door. (T)

3. The employee making personal contact with the Customer and all PDNs shall inform the Customer of all appropriate rights and options established by order of Commission, including: (T)

i. **Time Payment Agreement (TPA):** Under this agreement the Customer may choose one of the following options: (T)

Option 1 – Customer pays a down payment equal to the average annual bill including the account balance, divided by 12, and a like payment each month for 11 months thereafter. The TPA may be reviewed and amended by Company as needed, in response to changing prices or variations in the amount of service used by Customer. (T)

If a Customer changes their service address during the period this TPA option is in effect, the Company shall recalculate the Customer's monthly payment, provided that payments are then current and the Customer pays other tariff charges associated with the change in residence. The recalculated payment shall reflect the balance of the account at the previous service address and the average annual bill at the new service address for the months remaining on the original TPA. (T)

Option 2 – Customer pays a down payment equal to one-twelfth the amount of the account balance, including any bill under preparation but not yet presented to Customer, and enters into an installment payment plan to bring the account into balance within a maximum of 11 months from the date of the TPA. (T)

(continued)

GENERAL RULES AND REGULATIONS
DISCONTINUANCE OF SERVICE FOR NONPAYMENT

I. Discontinuance of Service for Nonpayment (continued)

A. Residential Service Customer (continued)

The Customer also agrees to pay each subsequent monthly billing by the billing due date. If the Customer changes service address at any time during the period of this TPA option, the plan continues.

Alternate arrangements may be made provided the Customer agrees in writing to the terms. No termination will take place if a Customer enters into a TPA prior to termination of Customer's service. If a Customer's financial condition changes during a payment arrangement and the Customer then defaults, the Customer may renegotiate their payment arrangement with the same terms at least once.

TPA Customer's shall be required to pay all past due installments, together with any other applicable charges before service is provided at a new residence.

If a Customer fails to abide by the TPA, the Company may disconnect service after providing notice to the Customer in accordance with this rule.

ii. **Right of Appeal:** Any Customer may appeal the Company's decision to terminate service or its refusal to restore service by notifying the Consumer Services Section of the Oregon Public Utility Commission, PO BOX 1088, Salem, Oregon 97308, toll free telephone number 1-800-522-2404, electronically at puc.consumer@puc.oregon.gov or on the Commission website <https://apps.puc.state.or.us/consumer/complaint.asp>.

iii. **Medical Certificate:** Company shall not disconnect residential service if the Customer submits certification from a qualified medical professional, stating that disconnection would significantly endanger the physical health of the Customer or a member of the Customer's household.

"Qualified medical professional" means a licensed physician, nurse-practitioner, or physician's assistant authorized to diagnose and treat the medical condition described without direct supervision by a physician. An oral certification from the Customer or a qualified medical professional must be confirmed in writing within 30 days by the qualified medical professional prescribing medical care. Written certifications must include:

- a) The name of the person to whom the certificate applies and relationship to the Customer;
- b) A complete description of the health condition;
- c) An explanation how the health of the person will be significantly endangered by the termination of service;
- d) A statement indicating how long the health condition is expected to last;
- e) A statement specifying the particular type of utility service required; and
- f) The signature of the qualified medical professional prescribing medical care.

(continued)

GENERAL RULES AND REGULATIONS
DISCONTINUANCE OF SERVICE FOR NONPAYMENT

I. Discontinuance of Service for Nonpayment (continued)

B. Non-Residential Service Customer

1. Company shall provide written notice of disconnection which shall be either mailed or delivered. Service will not be disconnected prior to the fifth business day following mailing or delivery of the notice. If personal delivery of a notice is made, the delivered notice shall be deemed effective if handed to a person employed at the place of business of the Customer or to a person of apparent competence at the service address or the billing address. (T)
2. Prior to disconnection of service, Company will make a good faith effort to personally contact the Customer or a resident at the service address. If the attempt to make personal contact fails, the Company will leave a notice in a conspicuous place at the premise, informing the Customer that the service has been disconnected. (T)
3. The Company will not disconnect electric service to a Direct Access Customer for the nonpayment of ESS charges or other non-regulated charges. (T)
4. In the event that the Company issues a notice of disconnection or disconnects service for nonpayment, the Company will notify an affected ESS. (T)

C. Refusal of Service

Company may refuse to supply service to an Applicant with an overdue amount unless reasonable partial payments have been made on the overdue balance during the time service was disconnected. If partial payments have been made, Company shall provide service after at least one-half of the outstanding overdue balance has been paid. Applicant must also agree, in writing, to pay the remaining balance within two subsequent billing cycles. If service is terminated for failure to comply with the terms of such an agreement, Company may refuse to restore service until full payment of all overdue obligations, including reconnection fees and past due bills, has been made. Provisions of this rule apply in the event an applicant, whose service was terminated for non-payment, applies for service within 20 days of the termination. (C)

In the event a check or draft for payment by an Applicant is not honored by the respective financial institution, the payment will be deemed unpaid, and the Applicant will not be considered to have acquired Customer Status. (T)

D. Returned Payment

If a Customer makes a payment subsequent to the issuance of a five (5) day notice, whether payment is made to prevent a service discontinuance or to reactivate a previously discontinued service and Customer's financial institution fails to honor said payment, the account shall be deemed unpaid. The Company will attempt to notify the Customer in person, or by written notice, of payment failure. The Customer shall have one business day to correct the failure. If a valid payment is not received, service to the Customer may be discontinued without further written notice after the due date of the previously issued five (5) day notice. (T)

(continued)

GENERAL RULES AND REGULATIONS
DISCONTINUANCE OF SERVICE FOR NONPAYMENT

I. Discontinuance of Service for Nonpayment (continued)

E. Severe Weather Moratorium

The Company will not disconnect service for nonpayment to a Residential or Small Nonresidential Customer when the weather conditions specified in OAR 860-021-0407(1), (2), or (3) are forecasted in the Company's service territory. The Company will resume disconnections for nonpayment during the next available business day as operational conditions allow. Upon request from a Customer who has been disconnected for nonpayment within 72 hours prior to the weather conditions specified in OAR 860-021-0407 (1), (2), or (3), the Company will attempt to reconnect service. Reconnect fees authorized in Schedule 300 may apply.

F. Wildfire Displacement Moratorium

The Company will make a best effort to not disconnect service for nonpayment to a Residential or Nonresidential Customer when the Customer is under a level 2 or 3 evacuation notice or the day after a level 2 or 3 evacuation notice has been lifted, as specified in OAR 860021-0406(1) and (2). Upon request from a Customer who has been disconnected for nonpayment within 72 hours prior to a level 2 or 3 evacuation notice, the Company will attempt to reconnect service. Reconnection fees authorized in Schedule 300 may apply.

G. Air Quality Moratorium

The Company will not disconnect service for nonpayment to a Residential or Nonresidential Customer when the Air Quality Index (AQI) is at or above 100. Upon request from a Customer who has been disconnected for nonpayment within 72 hours prior to an AQI condition greater than 100, the Company will make best efforts to reconnect service. Reconnection fees authorized in Schedule 300 may apply.

(N)

(N)

II. Charges for Collection Activity

- A. **Reconnection Charge**
Whenever service has been discontinued by Company because of any default by the Customer, as provided in these rules, a charge to cover the cost of a remote or a non-remote reconnection may be collected by Company before service is restored. If the Customer whose service was discontinued for non-payment is verified as a Low-Income Customer, the Company will waive the first two reconnections in a calendar year. See Schedule 300. (T)
(N)
(N)
(N)
- B. **Field Visit Charge**
The Company may assess the Customer the Field Visit Charge shown on Schedule 300 whenever the Company visits a service address intending to reconnect or disconnect service, but due to the Customer's action the Company is unable to complete the reconnection or disconnection at the time of the visit. If a payment is collected at the service address, the Company employee accepting payment will not dispense change for payment tendered in excess of the amount due or owing. Any excess payment shall be credited to the Customer's account. The Company will waive the first field visit charge within a 12-month window to verified Low-Income Customers. (T)
(T)
(T)(N)
(N)
- C. **Tampering/Unauthorized Reconnection Charge**
Where damage to Company's facilities has occurred due to tampering or where reconnection of service has been made by other than Company Personnel a Tampering / Unauthorized reconnection charge may be collected as specified in Schedule 300. This charge is not a waiver by Company of the rights to recover losses due to tampering. In addition to the above mentioned charge, person receiving service shall be liable for any damage to Company property.

(continued)

GENERAL RULES AND REGULATIONS
CUSTOMER'S LOAD AND OPERATIONS

Customer's Load and Operations

Customer shall provide devices adequate to protect its equipment from high and low voltage, and from overload, and from the effects of "single phasing" of a three-phase delivery, and shall make no material addition to, or change in, its electrical facilities without Company's agreement that the additional or changed load is of such a size and has such characteristics that service can be furnished without detriment to other Customers or damage to Company's facilities. Customer shall provide the necessary control equipment which will, to the Company's satisfaction, eliminate excessive starting current or undesirable voltage fluctuations on Company's circuits. Failure to disclose reasonable load information to the Company is grounds for disconnection of service.

(T)
(T)
(T)
(T)
(N)
(N)