

**RULE L
SPECIAL TYPES OF ELECTRICITY SERVICE**

1. Service of Limited Duration (Temporary Service)

A. Definition

"Service of Limited Duration" or "Temporary Service" means Electricity Service to a Customer who, in the Company's opinion, will not continue to receive service for the minimum of five years.

B. Availability

Service of Limited Duration includes installations requiring only an overhead service drop, a service lateral to existing underground Facilities, or service to Premises where Facilities are in place, whether or not a meter setting is required. Charges will be in accordance with Schedule 300. Where Facilities other than those specified above are needed to provide service, the provisions of Rule I, Line Extensions, will apply.

- 1) The Company provides Standard Temporary Service as well as an optional Enhanced Temporary Service subject to the following conditions.
 - a) Standard Temporary Service will be provided to Applicant-supplied service entrance equipment in accordance with applicable codes and regulations. Electricity Service will be metered and billed according to the applicable rate schedule until the account is closed or converted to permanent service.
 - b) Nonresidential Customers may receive Standard Temporary Service from an ESS and are required to pay for the installation and removal of interval metering and meter communications (telephone or other method) necessary to deliver such service.
 - c) Enhanced Temporary Service is provided on an optional basis for the construction of residential single-family and multi-family dwellings in underground service areas. Under Enhanced Temporary Service, the Company will provide and install an unmetered service pedestal for use until the permanent service is installed.

- d) The fixed charges for Enhanced Temporary Service specified in Schedule 300 include Electricity usage for up to 12 months. After 12 months, a permanent connection is required.
- C. In order to qualify for Enhanced Temporary Service, the Applicant must agree to the following:
- 1) Service will be used only for lights, tools, and equipment necessary for the construction of residential dwellings;
 - 2) Service will not be used for the operation of permanently installed appliances or equipment or to heat or dry structures under construction;
 - 3) For multi-family construction, the number of unmetered service pedestals can vary depending on the necessary service outlets per units/buildings under construction; and
 - 4) Unless the trenching or boring work is provided by the Company under the terms of Schedule 300, the Applicant will provide a continuous underground conduit, suitable for Electricity Service, from the permanent meter base to the location of the Enhanced Temporary Service pedestal for the Company to use in later providing the permanent service.

In the event that Enhanced Temporary Service is used for purposes other than those specified, the Company will estimate the amount of Electricity used and bill according to the applicable rate schedule. The Company may restrict future availability of Enhanced Temporary Service in such cases.

2. Emergency Service

A. **Definition**

"Emergency Service" means Electricity Service supplied or made available to load devices which are operated only in emergency situations or in testing to respond to such situations. Electricity Service for freeze protection or similar applications likely to occur annually and/or only in the coldest time of the year is not an Emergency Service.

B. Availability

Emergency Service will be provided only to permanent Customers. Where the Company must furnish, install and maintain additional or specific facilities or capacity to provide Emergency Service, the Customer must pay the entire cost of the Line Extension and is ineligible for the Line Extension Allowance as described in Rule I. The Customer is also responsible for a maintenance charge equal to the present value of future maintenance of the facilities at the time the service is installed. Where the Customer modifies its usage and consistently uses the service at its transformer rating within a five year period, the portion of the Line Extension charges that resulted from the designation of Emergency Service including the maintenance charge will be refunded to the Customer.

3. Intermittent Use Service

A. Definition

"Intermittent Use Service" means continually available Electricity Service which a Customer uses intermittently for a short duration and at a high Demand level such that standard Energy or Demand measurement does not adequately reflect the burden imposed on the Company's equipment and facilities. Examples of Intermittent Use Service include service to test facilities, elevator or hoist motors, welding equipment, x-ray equipment and whole house instant or tankless hot water heaters with a Demand of 18 kW or greater.

B. Availability

Intermittent Use Service will be furnished only to permanent Customers. Where the Company must furnish, install, and maintain additional or specific facilities or capacity to provide Intermittent Use Service, the Customer must pay the entire cost of the portion of the Line Extension associated with such service and is ineligible for a Line Extension Allowance for that portion of the service. The Customer is also responsible for a maintenance charge equal to the present value of future maintenance of the facilities at the time the service is installed. Where the Customer modifies its usage and consistently uses the service at its transformer rating within a five year period, the portion of the Line Extension charges that resulted from the designation of Intermittent Use Service including the maintenance charge will be refunded to the Customer.

4. **Alternate Service**

A. **Definition**

"Alternate Service" means Electricity Service to a Customer from a second independent primary voltage circuit for which the Company provides a second path for supply of service in the event of the failure of the first electrically independent circuit. Alternate Service facilities include, but are not limited to, the substation and distribution line capacity reserved for the Customer's exclusive use, plus any additional metering or switching equipment required which is beyond the Company's normal responsibility.

B. **Availability**

The Company will provide Alternate Service at the request of a Customer who demonstrates a requirement for a higher than normal degree of service continuity. The Company will maintain Alternate Service to the best of its ability consistent with the need to operate and maintain its overall distribution system and will notify the Customer if the Alternate Service is to be discontinued for any extended period of time. Alternate Service will be provided only under a contract between the Company and a Customer.

C. **Contract Provisions**

Alternate Service contracts will provide generally as follows:

- 1) The Customer will specify its Alternate Service kVA Demand requirement and the period of time for which Alternate Service is required;
- 2) The design and arrangement of both the preferred and alternate circuits will be at the option of the Company. The Customer will install and maintain an automatic transfer switch. The characteristics, arrangement, and operation of such switch and the associated circuits will be subject to the Company's approval.
- 3) The Customer will pay the Company either a monthly charge or a lump sum payment to cover the Company's cost to provide the Alternate Service. The rate of the monthly charge, per kVA of alternate capacity required, will be the levelized future revenue requirements imposed on the Company by its investment in Alternate Service facilities and all future maintenance of those facilities. The lump sum amount will be the present worth of the items used to determine the monthly charge.

- 4) The kVA Demand on the Alternate Service will be measured by separate kW and kVA Demand meters. Should the Customer impose a kVA Demand on the Alternate Service facilities that is in excess of the amount contracted for, the Customer will pay the Company an additional monthly charge per kVA of excess Demand for that month and the succeeding 11 months. The amount will be determined by multiplying the excess Demand by the monthly rate per kVA as determined in (4)(C)(3) above. In addition to this monthly charge, the Customer must either promptly modify plant operation to prevent future excess kVA Demand or execute a supplemental agreement with the Company for the additional amount of Alternate Service required. The facilities cost for Alternate Service will be based on the costs of the Company in effect at that time and will be calculated and billed as determined in (4)(C)(3). The Customer will be billed the actual cost of any damage to the Company's facilities caused by the Customer's Alternate Service Demand in excess of the contracted amount.
- 5) The Customer may terminate the agreement for Alternate Service upon 30 days' written notice to the Company. If the Customer is making monthly payments for the Alternate Service, it will, upon termination, pay to the Company the amount that the Company's present-day investment in such facilities exceeds the value to the Company at that time. A Customer who has made a lump sum prepayment to the Company will, upon termination, receive from the Company an amount equal to the current value to the Company for those facilities dedicated to the Alternate Service. Such amount will not exceed the amount of the initial prepayment.

D. Existing Alternate Service Customers

Unless otherwise specifically provided, a Customer receiving Alternate Service on or before August 1, 1975 will continue to receive Alternate Service without charge subject to the conditions listed below.

- 1) Should the nature of the Premises change, Alternate Service without charge will be discontinued after 30 days' written notice by the Company.
- 2) Should an additional investment be required of the Company to continue to furnish Alternate Service, the Customer will be so notified and given the option of limiting the kVA Demand of Alternate Service required to that which is available from the Company at no charge or executing an agreement with the Company for Alternate Service in accordance with this rule.
- 3) Should a Customer receiving Alternate Service without charge modify its facilities such that an increase in Alternate Service requirement occurs, the Customer must execute an agreement with the Company for Alternate Service in accordance with this rule.

5. Distribution Facilities Service

A. Definitions

"Distribution Facilities Service" means the installation, operation, maintenance and ownership by the Company of Distribution Facilities that are dedicated solely to service on a Customer's site for the Customer's exclusive use, and located on the Customer's side of the POD. "Distribution Facilities" includes primary and secondary cable, distribution transformers, and associated equipment terminating at Customer-owned service entrance or meter base for each building or structure.

B. Availability

The Company will provide Distribution Facilities Service on an optional basis to Customers with a minimum installed transformer capacity of 500 kVA as mutually agreed to by contract between the Company and Customer. Upon request of a Customer and agreement by the Company, Distribution Facilities Service will be provided to an existing Customer-owned distribution facilities installation subject to all conditions of this rule and subject to Company determination that the existing system meets Company Distribution Facilities requirements.

If the Customer's existing system does not meet the Company's current standards but is otherwise acceptable to the Company, with respect to safety and reliability, the Company may choose to offer Distribution Facilities Service to the Customer provided that a mutually agreeable plan to upgrade the system, as necessary, is developed and included in the Distribution Facilities Service Charge.

C. Contract Provisions

Distribution Facilities Service contracts will provide generally as follows:

1) Distribution Facilities requirements

The Distribution Facilities, on the Customer's side of the Point of Delivery (POD), will meet Company distribution system requirements in a manner consistent with Company practices, Company overhead and underground construction standards, applicable standards of the National Electric Safety Code (NESC), American National Standards Institute (ANSI) and the Oregon Electric Service Requirements.

2) Facilities design and installation

The design and arrangement of the Distribution Facilities will be as agreed to by the Customer and the Company. The Company will generally meter Electricity Service at the POD.

3) Memorandum of Agreement

A Memorandum of Agreement will be filed with the appropriate county in order to provide notice of the existence of the Distribution Facilities Service contract.

4) Access

The Customer will provide the Company access to the Distribution Facilities on the Customer's premises without restrictions or structural impediments for purposes of maintenance and repair of the Distribution Facilities.

5) **Distribution Facilities Service Charge**

The Customer must pay the Company a monthly charge to cover the Company's cost to provide the Distribution Facilities Service. The rate of the monthly charge will be the levelized revenue requirements imposed on the Company by its investment in Distribution Facilities and all future maintenance of those facilities. This charge is in addition to any charges for the furnishing or delivery of Electricity to the POD. No Line Extension Allowance as described in Rule I will be applied to Distribution Facilities.

6) **Load Requirements**

The Customer will promptly notify the Company of any changes in electrical load. The Customer will reimburse the Company for all costs of modification, replacement or repair of any transformers or other Distribution Facilities necessitated by increased electrical load.

7) **Maintenance and Repair**

The Company and Customer will be responsible for components of maintenance and repair as set out in the contract. All modifications or enhancements to the Distribution Facilities will be performed by the Company unless otherwise agreed to, in writing, by the Company.

8) **Termination**

The Customer may terminate the contract for Distribution Facilities Service upon purchase of the Distribution Facilities at a purchase price specified, and on terms set out, in the contract or as otherwise mutually agreed upon. Transfer of Distribution Facilities to Customer ownership may occur only after the Distribution Facilities have been approved by local authorities as meeting all applicable codes and requirements for such non-utility owned distribution facilities. Any costs to modify the facilities are the obligation of the Customer.

RULE L (Concluded)