

CITY OF PORTLAND

AND

PORTLAND GENERAL ELECTRIC COMPANY

AGREEMENT FOR
STREET LIGHTING SERVICE

DATED....., 19.....

137613

AGREEMENT FOR STREET LIGHTING SERVICE, between

City of Portland

....., hereinafter called the "Customer," and PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation, hereinafter called the "Company."

IN CONSIDERATION of the promises hereinafter set forth, the parties agree as follows:

1. *Term of Agreement* This agreement shall continue in full force and effect for a term of five years from the.....1st.....day of.....January....., 1974., to the.....31st.....day of.....December....., 1978., and thereafter from year to year until termination on any anniversary date by 30 days advance notice.
2. *Service and Rates* Street lighting service shall be furnished to the Customer by the Company in accordance with Schedule 91 of the Company's current tariff on file, a copy of which is attached hereto and marked "Exhibit A." This agreement and the rates provided for herein shall be subject to all terms and conditions of orders or tariffs now or hereafter issued or approved by the Public Utility Commissioner of Oregon.
3. *Record of Street Lights* A list of street lights and street lighting facilities subject to this agreement at the commencement of the term hereof is attached hereto and marked "Exhibit B." The Company shall maintain a current record of street lights and street lighting facilities subject to this agreement, showing the rate options applicable and including changes authorized by the Customer in accordance with "Exhibit A." At or near each anniversary date of this agreement, a list of changes shall be prepared by the Company and shall be submitted to the Customer for verification; upon verification, the list shall become part of this agreement.
4. *Billing and Payment* The Customer shall pay for street lighting service furnished hereunder, upon receipt of itemized bills prepared in accordance with said Schedule 91 from the said record of street lights and street lighting facilities subject to this agreement, and also in accordance with Exhibits C and D.
5. *Successors and Assigns* This agreement shall inure to and bind the successors and assigns of the Customer and of the Company.

137613

6. *Cancellation of Previous Agreements* Any and all former agreements between the Customer and the Company for street lighting service as covered by this agreement are hereby canceled and terminated.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers as below subscribed on the _____ day of _____, 19_____.

AS TO THE CUSTOMER : City of Portland

Witness

By _____
(Title) Mayor

Witness

Attest _____
(Title) Commissioner of Public Works

AS TO THE COMPANY : PORTLAND GENERAL
ELECTRIC COMPANY

J. L. Hunt Jr.
Witness

By Hill + Johnson
Vice President

William A. Johnson

Attest H. Thompson
Secretary

Approved as to rate:

By John A. Johnson
Manager, Rate and Research Dept.

Approved as to form:
By John W. Robson
City Attorney

APPROVED AS TO FORM
PHILLIPS, COUGHLIN, BULL, STOLOFF & BLACK
BY Donald M. Russell

Portland General Electric Company
P. U. C. Ore. No. E-5

Original Sheet No. 91

SCHEDULE 91 STREET AND HIGHWAY LIGHTING

AVAILABLE

In all territory served by the Company.

APPLICABLE

To lighting service for public streets and highways, and public grounds and areas, supplied to municipalities or agencies of federal or state governments where funds for payment for electric service are provided through taxation.

CHARACTER OF SERVICE

From dusk to dawn daily, controlled by light sensitive relay or time switch at the Company's option.

MONTHLY RATE FOR STANDARD EQUIPMENT

The following monthly rates are for street lighting luminaires in accordance with Company specifications as to equipment, installation, maintenance and operation. Option A is for luminaires owned, maintained and supplied with electric energy by the Company. Option B is for maintenance and energy supplied to luminaires owned by the Customer. Option C is for the furnishing of electric energy to luminaires owned and maintained by the Customer. Under Options A and B, luminaires may be mounted on wood poles of the Company's distribution system.

Maintenance by the Company includes group lamp replacement and glassware cleaning on Company schedule. Individual lamps will be replaced on burnout as soon as reasonably possible after notification by the Customer and subject to the Company's operating schedules and requirements.

Monthly Rate

Type of Light	Lumens	Option A	Option B	Option C
Incandescent	1,000	\$1.52	\$1.32	\$0.82
	2,500	2.14	1.74	1.24
	4,000	2.87	2.32	1.72
	6,000	3.51	2.86	2.21
	10,000	4.63	3.88	3.18
Mercury Vapor	4,000	3.33	2.18	0.98
	7,000	3.38	2.23	1.33
	10,000	4.17	2.67	1.72
	21,000	5.02	3.47	2.47
	55,000	9.21	6.16	5.26
Sodium Vapor	48,000	7.52	3.82	2.47

(Continued on other side)

Issued November 2, 1973

E. F. Wildfong, Assistant Vice President

Effective with meter readings

taken on and after November 5, 1973

SCHEDULE 91 (Continued)

Additional monthly rates for metal posts and wood poles in accordance with Company specifications:

	<u>Monthly Rate</u>
Company owned and maintained metal posts:	
16' or less, metal post	\$2.10
25' metal post	3.00
30' metal post	3.20
30' metal post, davit type	3.50
35' metal post, davit type	5.00
Maintenance of Customer owned steel post	.55
Maintenance of Customer owned aluminum post	.25
Company owned wood poles for street lighting only:	
Standard pole for overhead service	1.00
Painted pole for underground service, 35' or less	1.50

NON-STANDARD EQUIPMENT

Special rates are available for ornamental, non-standard luminaires and posts. Those rates that have been approved by the Public Utility Commissioner of Oregon appear separately on Sheet 91A of the Schedule 91 tariff.

SPECIAL CONDITIONS

Customer is responsible for trenching and restoration required for underground service.

The location of Company owned street lighting equipment may be changed at Customer request and upon payment by the Customer of the costs of removal and reinstallation.

If Company owned street lighting equipment is removed and not replaced, a removal charge will be made, consisting of the installed cost less accrued depreciation, and less salvage value and plus cost of removal.

The following discount will be applied to each size luminaire under Options A and B:

- First 1,000 luminaires — No discount
- Next 2,000 luminaires — 5% discount
- Over 3,000 luminaires — 10% discount

TERM OF AGREEMENT

Not less than five years.

GENERAL TERMS AND CONDITIONS

Service under this schedule is subject to the General Terms and Conditions contained in the tariff of which this schedule is a part.

(Continued on Sheet 91A)

SCHEDULE 91
STREET AND HIGHWAY LIGHTING
 (Continued)

MONTHLY RATES FOR NON-STANDARD EQUIPMENT

The following special monthly rates are for ornamental non-standard luminaires and posts installed in accordance with Company specifications as to equipment, installation, maintenance and operation. All terms and conditions included under the standard Schedule 91 tariff on the preceding Sheet No. 91 are applicable to these rates.

<u>Luminaires</u>	<u>Monthly Rate</u>
175 watt/7,000 lumen, M. V., special box-like enclosure, similar to G. E. "Space Glo" unit	
including energy only	\$ 1.33
including energy and maintenance only	2.23
including energy, maintenance and investment charges	4.88
21,000 lumen, M. V., rectangular enclosure, Type PW 400, including energy, maintenance and investment charges	7.92
55,000 lumen, M. V., spherical anodized aluminum enclosure, including energy, maintenance and investment charges	13.31
1,000 watt/55,000 lumen, M. V., special box-like enclosure, similar to G. E. "Space Glo" unit:	
including energy and maintenance only	6.51
including energy, maintenance and investment charges	11.86
<u>Additional Charge for Posts</u>	
18' aluminum, rectangular box, to go with Type PW 400 luminaire, including investment and maintenance charges	3.20
35' tapered steel post, painted, similar to PumCo tapered post:	
including maintenance charges only	1.00
including investment and maintenance charges	6.50

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS The following terms when used in this tariff and in the application or agreement for electric service shall have the meanings given below, unless otherwise clearly indicated:

(a) *Company*: Portland General Electric Company.

(b) *Customer*: An individual, partnership, corporation, organization, government, governmental agency, political subdivision, municipality or other entity supplied with electric service by the Company at one location.

(c) *Electric Service*: The availability of electric energy at the point of delivery for use by the Customer, irrespective of whether electric energy is actually used.

(d) *Energy*: Electric energy, measured in kilowatt hours (kwh).

(e) *Demand*: The maximum rate of delivery of electric energy during a month, measured in kilowatts (kw) registered over a thirty-minute period.

(f) *Reactive Demand*: The maximum delivery of reactive kilovolt amperes (kvar or kilovars) during a month, registered over a thirty-minute period.

(g) *Month*: An interval, of approximately thirty days, between successive normal meter reading dates.

2. TERRITORY SERVED Electric service is supplied to Customers by the Company in the State of Oregon in Clackamas, Columbia, Hood River, Marion, Multnomah, Polk, Washington and Yamhill Counties, including service in several cities and towns therein.

3. VOLTAGE, PHASE AND FREQUENCY All electric service provided by the Company is sixty-cycle alternating current, except for a small amount of direct current which is supplied only to equipment which has been served with direct current at its present location since February 24, 1942.

Voltage and phase are specified by each Rate Schedule under "Character of Service." Secondary service is supplied, as available and applicable as follows: The nominal secondary voltages from overhead distribution lines and underground distribution lines in the overhead service areas are 120 volts single-phase two-wire, 120/240 volts single-phase three wire, 120/208 volts three-phase four-wire wye, 120/240 volts three-phase four-wire delta, and 277/480 volts three-phase four-wire wye, all of which will be grounded. Under certain conditions ungrounded service may be supplied from these distribution lines at a nominal 480 volts single-phase two-wire, 240 volts three-phase three-wire and 480 volts three-phase three-wire.

(Continued on Sheet No. 102)

GENERAL TERMS AND CONDITIONS (Continued)

In certain Company-designated underground districts the nominal secondary voltage is 120/208 volts; at the option of the Company, 277/480 volt service may be made available under certain conditions. Electric service may be supplied at higher voltage when applicable by the terms of a rate schedule.

The Company endeavors to maintain its frequency and its service voltages within reasonable limits, but does not guarantee same.

4. POINT OF DELIVERY Unless otherwise designated in a service agreement, the point of delivery is the first point of connection of the Company's facilities to the Customer's conductors or equipment, without regard to the location of the Company's metering equipment. Company liability ceases at the point of delivery, except for equipment owned and maintained by the Company; the Customer assumes all other liability beyond the point of delivery.

The Company may, at its option, furnish electric service through one point of delivery to two or more adjacent buildings used for a single business function under one ownership.

5. BASIS OF RATES The rate schedule for each class of service named in this tariff is based upon the supply of electric service for each Customer through one meter. Any additional service supplied to the same Customer at a different voltage or phase, or at another point of delivery, shall be separately metered and billed.

6. APPLICATION FOR SERVICE Each prospective Customer desiring electric service may be required to sign the Company's standard form of application for electric service or other evidence of agreement before service is supplied by the Company.

In the absence of a signed agreement or application for service, the delivery of electric service by the Company and the acceptance thereof by the Customer shall be deemed to constitute an agreement by and between the Company and the Customer for delivery and acceptance of electric service under the applicable rate schedules, terms and conditions contained therein, and these general terms and conditions.

For electric service in large quantity or under special conditions, the Company may require a suitable written agreement. No such agreement or any modification thereof shall be binding upon the Company until executed by its duly authorized officer.

(Continued on Sheet No. 103)

GENERAL TERMS AND CONDITIONS (Continued)

7. DEPOSIT In the absence of credit references satisfactory to the Company, the Customer may be required to make a suitable deposit not exceeding twice the estimated average monthly bill to guarantee payment. The Company will pay interest on such deposit at the rate of 6% per year, compounded annually.

8. CUSTOMER'S FACILITIES The Customer shall provide, install and maintain all wiring and equipment beyond the point of delivery, except that the Company will maintain its instrument transformers and will install and maintain its meters, transformers and related equipment when located beyond the point of delivery. Customer's wiring shall conform to applicable municipal, county and state requirements, and to accepted modern standards as exemplified by the National Electric Safety Code, the National Electric Code, and the Utility Rules and Regulations published by the Company. The installation of distribution or service equipment by the customer that is operated over 600 volts shall be of types and characteristics approved by the Company.

Before any addition is made to the Customer's electrical equipment, the Customer shall notify the Company in writing of the addition planned, thereby allowing the Company to ascertain whether any changes are needed in its equipment or distribution system and to make such alterations in the charges for electric service as may be required by its tariff for the changed installation. If any damage results to the meters, transformers, or other equipment of the Company through failure of the Customer so to notify the Company, the amount of such damage shall be paid by the Customer.

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

9. COMPANY EQUIPMENT ON CUSTOMER'S PREMISES All meters, wires and other equipment furnished by the Company and installed within the Customer's premises shall remain the property of the Company and may be removed by the Company upon discontinuance of service. The Customer shall provide space for the Company's property on the Customer's premises, and shall exercise proper care to protect same; in the event of loss or damage to the Company's property, arising from neglect, carelessness or misuse by Customer, the cost of necessary repairs or replacements shall be paid by the Customer.

(Continued on Sheet No. 104)

GENERAL TERMS AND CONDITIONS (Continued)

10. INSPECTION The Company shall have the right, but shall not be obligated, to inspect any installation before service is supplied or at any later time, and reserves the right to refuse service to any installation which does not conform to accepted standards of construction, installation and maintenance. The Company shall not be responsible for inspection of Customer's equipment and shall not be liable or responsible for any loss or damage resulting from defects in the installation, or from accidents which may occur on the Customer's premises.

11. METERING The Company will provide all meters necessary for measuring the electric service used by the Customer, and will maintain the same in accurate operating condition.

An accurate account of all meter readings will be kept on the books of the Company; use of electric energy as evidenced by such account shall be accepted and received at all times and places, and in courts, as prima facie evidence of the use of electric service, and shall be the basis on which bills are calculated.

A demand meter, or a reactive demand meter, will be installed whenever required to determine proper application of the rate schedule. Demand will be read to the nearest whole kilowatt, and reactive demand will be read to the nearest whole kilovar. At the Company's option, demand may be determined by test or assessment.

Should any meter be unaccessible due to circumstances on the customer's premises or should any meter fail to register correctly the amount of energy, demand or reactive demand used by the Customer, the amount of such use will be estimated by the Company from the best available sources and evidence.

An occasional special reading of a Company meter may be made, for an additional charge, if requested by the Customer and if such reading can, in the Company's opinion, reasonably be made in the ordinary course of business.

12. BILLING The rate schedules in this tariff set forth the rate expression for one month's service. Ordinarily meters will be read and bills rendered at intervals of one month; however, the Company reserves the right to read meters and render bills for a period shorter or longer than one month, in which case the minimum charges, demand charges, reactive demand charges and the number of kilowatt hours in each of the rate blocks of the schedules will be adjusted accordingly.

(Continued on Sheet No. 105)

Issued November 2, 1973

E. F. Wildfong, Assistant Vice President

Effective with meter readings

taken on and after November 5, 1973

GENERAL TERMS AND CONDITIONS (Continued)

13. PAYMENT OF BILLS All bills, except final or closing bills, are due and payable at the office or authorized pay station of the Company on or before ten days from date of issuance, unless otherwise specified on the bill; final or closing bills are due and payable on presentation.

14. DISCONTINUANCE OF SERVICE Upon the Customer's failure to pay when due all tariff charges for service rendered, or failure to comply with any of the terms or conditions of this tariff applying to such service, the Company shall have the right at its option, in addition to all other rights and remedies at law or in equity, to cancel or terminate the agreement under which electric service is supplied or to discontinue the delivery of electric energy with or without cancellation or termination of such agreement, until all sums due it shall have been paid or violations of the tariff corrected. This option may be exercised whenever and as often as any default shall occur and neither delay nor omission on the part of the Company to exercise such option at any time shall be deemed a waiver of its right to exercise same at a later time.

15. RECONNECTION CHARGE Whenever service has been discontinued because of default by the Customer, a charge may be collected by the Company before service is restored.

16. MINIMUM CHARGE FOR COMPANY FACILITIES When Company facilities required for service to a Customer are high in cost as compared with estimated or actual revenue, the Customer may be required to execute a written service agreement specifying a minimum charge based on Company investment used exclusively for service to the Customer; for loads causing objectionable fluctuations in service voltage, the basis for the minimum charge may include any additional Company investment in commonly used service facilities installed for the purpose of reducing such voltage fluctuations.

(Continued on Sheet No. 106)

GENERAL TERMS AND CONDITIONS (Continued)

17. EXCESS REACTIVE DEMAND CHARGE In any month when the Customer's demand is 50 kilowatts or more and the reactive demand in kilovars is more than 60% of such demand in kilowatts, the Customer will pay 45¢ for each kilovar of reactive demand in excess of 60% of the demand in kilowatts. This charge for excess reactive demand is separate from and in addition to charges under the monthly rate for demand and energy or under the minimum charge as specified by the rate schedule. At the Company's option, it may be applied to demands less than 50 kilowatts if the equipment served operates at low power factor.

18. TEMPORARY SERVICE Temporary service is electric service which, in the Company's opinion, is not expected to continue indefinitely at the same location, and therefore may involve the retirement of Company investment before it can be depreciated. Examples include, but are not limited to: service to contractors engaged in residential, commercial or industrial construction, service to temporary commercial enterprises such as gravel pits or Christmas tree lots, and service to occasional entertainment enterprises such as fairs and carnivals.

A customer requesting temporary service will be required to pay costs of installation and removal of Company facilities, including overhead and with credit allowed for material salvage value. In addition, the Customer will pay the regular charge for electric service under the applicable rate schedule, provided that the amount so charged will be not less than the cost, as determined by the Company, of supplying such service.

19. SEASONAL SERVICE, RESIDENTIAL A charge will be made to disconnect, and an additional charge will be made to reconnect, service to residential premises which are not the place of legal residence of the Customer or which are occupied only during certain seasons of the year or only intermittently throughout the year, while the Company's account for the premises remains in the name of the same Customer.

20. STAND-BY SERVICE Emergency, breakdown or other stand-by service will be supplied by the Company only under special contract specifying the rates, terms and conditions governing such service.

(Continued on Sheet No. 107)

GENERAL TERMS AND CONDITIONS (Continued)

21. INTERRUPTION AND CURTAILMENT OF SERVICE The Company will exercise reasonable care to provide adequate and continuous electric service, but does not guarantee same and shall not be liable for injury, loss or damage resulting from any failure, interruption, suspension, curtailment or fluctuation of electric service nor shall such failure, interruption, suspension, curtailment or fluctuation constitute a breach of contract.

Interruptions of service may include the following:

Interruptions from causes beyond the Company's reasonable control including, but not limited to, fire, flood, winds, acts of the elements, court orders, insurrections or riots, generation failures, lack of sufficient generating or transmission capacity, breakdowns of or damage to facilities of the Company or of third parties, acts of God, strikes or other labor disputes, civil, military or governmental authority, electric disturbances originating on or transmitted through electrical systems with which the Company's system is interconnected and acts or omissions of third parties.

Suspensions of a temporary nature of electric service when necessary for making repairs or improvements to its facilities which will be made with diligence and as far as practical in a manner to minimize the inconvenience of the customer.

Automatic or manual actions taken by the Company, which in its sole judgment are necessary or prudent to protect the performance, integrity, reliability or stability of the Company's electrical system or any electrical system with which it is interconnected.

Curtailment of service will be in accordance with the Curtailment Program outlined on Tariff Sheet No. 5 and may include the following:

Curtailment of service by a program of voluntary load reduction by the customer.

Curtailment of portions of a customer's load by a program of involuntary reduction.

Curtailment of all service to a customer by a program of involuntary nature.

(Continued on Sheet No. 108)

GENERAL TERMS AND CONDITIONS (Continued)

22. SUBMETERING Submeters or memorandum bills will not be provided by the Company, except to those premises where they were provided prior to the effective date of this tariff sheet; whenever submeters or memorandum bills for any particular premises are discontinued, they will not again be provided.

23. RESALE Resale is defined as the furnishing of electric service by a Customer to any person when such service is separately billed or paid. Electric service will not be supplied for resale, except under Schedule 32 for resale to tenants of the Customer at applicable rates of the Company on premises where the Customer engaged in resale to tenants through installations existing prior to November 5, 1973.

24. RIGHTS-OF-WAY The Company shall be granted all rights-of-way and easements over the property of the Customer for the erection, maintenance, repair, replacement or use of any or all wires, poles, machinery, apparatus and fixtures necessary or convenient for the supplying and delivery of electric service to the Customer, and at all reasonable times shall be granted free access to the premises of the Customer for reading meters and inspecting, testing, removing or replacing any or all equipment belonging to the Company.

25. OVERHEAD LINE EXTENSIONS The Company will extend its overhead facilities to serve permanent Customers, over rights-of-way acceptable to the Company and provided that the revenue to be received is adequate in relation to the cost of the extension. If estimated revenue is considered inadequate in relation to cost, the provisions of Section 16 hereof, "Minimum Charge for Company Facilities", may be applied. If permanence of the load is doubtful, the extension may be constructed in accordance with Section 18 hereof, "Temporary Service", and may be adjusted later to permanent status if the load proves to be permanent.

26. UNDERGROUND LINE EXTENSIONS IN OVERHEAD SERVICE AREAS The Company will install underground service facilities for direct service to permanent Customers in overhead service areas, on Company-approved rights-of-way, based on the conditions contained in this Section 26.

Transmission lines and heavy distribution feeders will not ordinarily be placed underground; however, if it is determined that underground construction is feasible, the customer will pay the difference between the estimated costs of underground and overhead construction and, in addition, will pay the installed cost of any existing overhead facilities to be removed, less accrued depreciation and salvage value, and plus cost of removal.

(Continued on Sheet No. 109)

GENERAL TERMS AND CONDITIONS (Continued)

Underground service to residential Customers in single-family houses and separately metered single-family apartments and mobile homes will be provided under Schedule 7. If the line extension cost is excessive, the Customers may be required to pay the excess above a reasonable cost established by the Company. The Customers will pay the installed cost of any existing overhead facilities to be removed, less accrued depreciation and salvage value, and plus cost of removal. When service to a single-family house is converted from overhead to underground, the Company will assist within specified limits in the modification of service entrance equipment, to enable the Customer to accept all of the installed underground service capacity which could ultimately be utilized.

Underground service to non-residential Customers will be furnished in lieu of overhead service which otherwise would be furnished by the Company, to the extent that the Company's cost is not increased thereby; any additional facilities will be the responsibility of the Customer. In addition, the Customer will pay the installed cost of any existing overhead facilities to be removed, less accrued depreciation and salvage value, and plus cost of removal.

27. TAX ADJUSTMENT The rates specified in this tariff are subject to increase by the applicable proportionate part of any directly allocable taxes and assessments imposed by any governmental authority, in excess of those in effect after the effective date of this tariff, which are assessed on the basis of meters or customers, or the price of or revenue from electric energy or service sold, or the volume of energy generated, transmitted, or purchased for sale or sold. Any such increase shall continue in effect only for the duration of such taxes and assessments.

No increase or decrease in rates will be made by the Company under the provisions of this section without the approval of the Public Utility Commissioner of Oregon; complete information regarding any such proposed increase or decrease will be submitted to the Commissioner not later than thirty days prior to the proposed effective date for the change.

28. CONFLICT In case of conflict between a provision of a rate schedule and the General Terms and Conditions, the rate schedule provision shall apply.

29. P. U. C. RULES, REGULATIONS AND ORDERS The rules, regulations and orders of the Public Utility Commissioner of Oregon, now and hereafter issued, insofar as they are lawful, are by reference hereby made a part of this tariff.

CURTAILMENT PROGRAM

Electric system energy or capacity deficiencies may require the Company to implement a load curtailment program. Mandatory actions under this program will normally be taken only when a regional deficiency exists. Forecasted required levels of curtailment related to deficiencies in storage reservoirs and stream runoff in the Pacific Northwest Power Pool area will be set forth by the Load Curtailment Subcommittee of the Pacific Northwest Utilities Conference Committee. Any curtailment action by the Company will be in coordination with other utility systems in the region.

The curtailment program shall be in accordance with State, Regional and Federal directives. In the absence of such directives, the Company may, to the extent required by the operating characteristics of the electrical system and the nature of the deficiency, implement a curtailment program. Unless it is necessary in the judgment of the Company to vary said sequence in order to protect system performance, integrity, reliability or stability, the steps shall be in the following order:

Voluntary Curtailment

1. Initiate curtailment of all nonessential Company use.
2. Request through public news media that all customers voluntarily curtail nonessential use.
3. Request curtailment of nonessential use by governmental agencies and institutions at all levels.
4. Request voluntary curtailment of nonessential use in all large buildings.
5. Direct specific requests to all Major-use Customers (as defined below) for voluntary curtailment of nonessential use.
6. If additional curtailment is required, make an intensified public appeal for voluntary curtailment of less essential uses and give notice that if such curtailment does not occur, mandatory curtailment actions will be required.

In the event it appears that the above actions will not provide the necessary load reduction, the Company will take the following actions after giving notice to the Public Utility Commissioner of Oregon.

(Continued on Sheet No. 5A)

As used herein, the terms Major-use Customer, Base Period and Base Period Load shall have the following meaning:

- (a) A Major-use Customer is a customer who used 75,000 kilowatt hours in any monthly billing cycle during the Base Period, or who it is estimated would use 75,000 kwh (without curtailment) in any billing month in the 12-month period after the base period.
- (b) The Base Period is the 12-month period ending July 31 preceding implementation of Step 1 above.
- (c) The Base Period Load for each month during the curtailment period shall be the use during the corresponding month of the 12-month Base Period.

Non-Voluntary Curtailment

7. Commence non-voluntary curtailment in accordance with governmental directives or in absence thereof order curtailment by all Major-use Customers by a percentage of Base Period Load identical for all such customers.

Prior to the implementation of the above step, the Company will establish the Base Period Load for each Major-use Customer, in consultation with such customer where required.

An adjustment in the monthly Base Period Load to reflect changes in the customer's operation should be documented by the customer with a brief description of the changes in the customer's operation justifying the change. When the utility representative and the customer cannot reach agreement on an adjustment in the Base Period Load, the customer will be advised of the appeal procedures through the Public Utility Commissioner of Oregon. Pending action on the appeal, Base Period Load will be determined by the serving utility.

The Base Period Load for a new Major-use Customer shall be determined by the utility based on the customer's planned load and hours of use.

8. Through public news media, the Company will inform all customers other than Major-use Customers of recommended means of achieving a comparable reduction. Actions by civil authorities and by the Company to obtain load curtailment by customers other than Major-use Customers are intended to effect approximate equality of curtailment amongst all customers.

(Continued on Sheet No. 5B)

9. If additional reduction of load is required, the Company may utilize operational procedures as necessary to maintain integrity of service including voltage reduction and interruption of service. To the extent practical, public notice will be given through news media before such operational procedures are implemented.

During any month of non-voluntary curtailment, the percentage level of voluntary monthly load curtailment achieved by a customer will be credited toward the monthly requirement for non-voluntary curtailment when maintained during that month. As an example, if a 10% non-voluntary load reduction is required, a customer who has already achieved a 4% level of reduction on a voluntary basis will only be required to curtail an additional 6% during the months the voluntary load reduction is maintained.

Customers may schedule load curtailment in any period and in any manner to minimize economic costs, hardship or inconvenience, provided that the required load curtailment (if determined on other than a daily basis) shall be assured within each period, such period not to be longer than one month.

Any customer who considers that non-voluntary curtailment in accordance with the provisions of this rate schedule shall impose an unusual and excessive hardship upon him may present his reasons therefor, and a statement of the facts supporting such reasons to the Commissioner.

The percentage specified for non-voluntary curtailment may be increased or decreased as system conditions require.

If competent governmental authority determine that differing percentage curtailment should apply to different uses of energy, the percentages provided for under non-voluntary curtailment will be modified accordingly.

The Company shall have the right to inspect the Customer's facilities and operating schedules to determine whether the Customer has complied with load curtailment required. If a Customer has not so complied and continues to fail to comply after receiving notice of noncompliance from the Company and adequate time to cure, the Company may discontinue service to such Customer until it is assured that the Customer will comply with directed load curtailment.

(Continued on Sheet No. 5C)

Major use customers, who would otherwise be subject to curtailment at more than one location in Oregon, may schedule curtailment among locations in Oregon in any manner which satisfies the customers and the companies that the required curtailment level will be achieved. However, no such scheduling among locations may go into effect until the user provides to the Commissioner, in writing, an outline of the proposed schedule, a statement of the manner in which the total curtailment level will be calculated and assured, and a description of the effect of the schedule on employees and customers of the user.

(Continued on Sheet No. 5D)

EXHIBIT CSpecial Flat Charges And Credits For City of Portland Street Lighting

<u>Item</u>	<u>Monthly Charge (or credit)</u>
1. Charge for ornamental post served from underground circuits prior to July 1, 1960	\$1.93
2. Credit for customer installed pole footings, installed prior to December 31, 1973	(.35)
3. Charge for special Company owned double davit pole	.25
4. Charge per luminaire for underground circuit installed with distribution system prior to February 1, 1965	1.75
5. Charge per luminaire for underground circuit installed with distribution system between February 1, 1965 and December 31, 1973	3.40

Special Energy Rate For Metered Street Lighting Only

Street lights installed prior to December 31, 1973:

These lights will be billed under Option C with a 40¢ per light per month credit for City owned and maintained circuits.

(Rate subject to change or modification by orders or tariffs hereafter issued or approved by the Public Utility Commissioner of Oregon)

EXHIBIT D

Rate For Traffic Signals In City of Portland Only
(Experimental, January 1, 1974 through December 31, 1975)

<u>Size Intersection</u>	<u>Estimated Range Of Kwh Per Month</u>	<u>Monthly Rate Per Intersection</u>
Small	0-200	\$ 2.50
Medium	200-800	7.50
Large	over 800	12.50

The City of Portland shall initially provide the Company a list of traffic signal intersections grouped according to the above sizes. The City will be responsible for updating this list as new installations are made, existing installations removed or wattage increased or decreased.

Intersections with more than two converging streets shall be considered as multiple intersections and rated accordingly - N.E. 12th and Sandy Blvd. for example.

During the experimental period the City shall continue to make provisions for metering each intersection.

(Rate subject to change or modification by orders or tariffs hereafter issued or approved by the Public Utility Commissioner of Oregon)

ORDINANCE No. 137613

An Ordinance authorizing an agreement with Portland General Electric Company to provide street lighting service to the City for a 5 year period commencing January 1, 1974 through December 31, 1978, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds that it is desirable and necessary to have an agreement for street lighting services with a private power utility company; that Portland General Electric Company has provided such service to the City in the past and that the present agreement expires December 31, 1973; that a new agreement should be authorized with Portland General Electric Company to provide street lighting service to the City for a 5 year period commencing January 1, 1974 through December 31, 1978; now, therefore, the Mayor and Commissioner of Public Works are hereby authorized to enter into an agreement with Portland General Electric Company to provide street lighting service to the City of Portland for a period of 5 years commencing January 1, 1974 and ending December 31, 1978, such agreement to be in accordance with the form of agreement attached to the original only of this ordinance, marked Exhibit "A," and by this reference made a part of this ordinance.

Section 2. The Mayor and Auditor are hereby authorized and directed to draw and deliver warrants in payment of the services by Portland General Electric Company as indicated in Exhibit "A," which warrants shall be charged to the Street Lighting Fund [10].


Section 3. Inasmuch as this ordinance is necessary for the immediate preservation of the public health, peace and safety of the City of Portland in this: In order that the street lighting agreement authorized in Section 1 of this ordinance may be effective prior to January 1, 1974 without interruption in service; therefore, an emergency hereby is declared to exist and this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, DEC 19 1973

Commissioner Anderson
December 13, 1973
RLH/fg


Mayor of the City of Portland

Attest:


Auditor of the City of Portland

Calendar No.

3837

ORDINANCE No. 137513

Title

An Ordinance authorizing an agreement with Portland General Electric Company to provide street lighting service to the City for a 5 year period commencing January 1, 1974 through December 31, 1978, and declaring an emergency.

Filed DEC 14 1973

GEORGE YERKOVICH

Auditor of the CITY OF PORTLAND

By

Evelyn Bissonette

Deputy

THE COMMISSIONERS VOTED
AS FOLLOWS:

	Yeas	Nays
Anderson	/	
Ivancie	/	
McCready	/	
Schwab	/	
Goldschmidt	/	

FOUR-FIFTHS CALENDAR

Anderson	
Ivancie	
McCready	
Schwab	
Goldschmidt	

INTRODUCED BY

Commissioner Anderson

DRAWN BY

RLH/fg

Date December 13, 1973

NOTED BY THE COMMISSIONER

Affairs

Finance and
Administration

Safety

Utilities

Works

City Attorney

NOTED BY THE CITY AUDITOR

APPROVED

Date

By

City Engineer

Date

By