

GENERAL RULES AND REGULATIONS
BILLING
I. Billing – General

Meters ordinarily will be read and bills rendered at intervals of approximately one month. Company reserves the right to bill any Consumer for a period shorter or longer than one month but in no event shall meters be read and bills rendered for any single period longer than six months. Each special meter reading made at the request of Consumer may be subject to an additional charge which reflects costs incurred by Company. Consumer shall be informed of and agree to charges prior to meter reading. Except for initial, final, Force Majeure bills and Residential kilowatt-hour blocks as described in Section A below, no bill will be prorated when service is used for less than a full month.

A. Residential Kilowatt-Hour Block Proration

Kilowatt-hour blocks listed in the tariffs are based on an average month of approximately 30.42 days. Schedule 4 and Schedule 5 kilowatt-hour blocks shall be prorated to the nearest whole kilowatt-hour based upon the number of whole days in the billing period. Kilowatt-hour blocks for billing periods from twenty (20) to forty (40) days are shown in the following chart:

Days in Billing Period	First Block kWh	Second Block kWh
20	0 - 657	Over 657
21	0 - 690	Over 690
22	0 - 723	Over 723
23	0 - 756	Over 756
24	0 - 789	Over 789
25	0 - 822	Over 822
26	0 - 855	Over 855
27	0 - 887	Over 887
28	0 - 920	Over 920
29	0 - 953	Over 953
30	0 - 986	Over 986
31	0 - 1,019	Over 1,019
32	0 - 1,052	Over 1,052
33	0 - 1,085	Over 1,085
34	0 - 1,117	Over 1,117
35	0 - 1,150	Over 1,150
36	0 - 1,183	Over 1,183
37	0 - 1,216	Over 1,216
38	0 - 1,249	Over 1,249
39	0 - 1,282	Over 1,282
40	0 - 1,315	Over 1,315

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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 will 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 Consumer'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.

E. Returned Payment

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

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.

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I. **Billing – General** (continued)

F. **Adjustment of Bills**

Under-Billing

If the Company determines a current or former customer was under-billed for electric service provided by the Company under rate schedules or tariffs in effect when service was provided, then the Company may issue a bill to collect amounts previously under-billed during the 12- month period ending on the date on which the customer or former customer was last under-billed. The Company may not re-issue a bill more than two years before the date the Company identified the under-billing.

If the re-issued bill was the result of fraud, tampering, diversion, theft, misinformation, false identification, or other unlawful conduct on the part of the customer or former customer, the Company may collect full payment for any amount owed without limitation.

Over-Billing

If the Company determines a current or former customer was over-billed for electric service provided by the Company under rate schedules or tariffs in effect when service was provided, then the Company must issue a refund or bill credit for amounts previously over-billed during the 12-month period ending on the date on which the customer or former customer was last over-billed. The Company is not required to issue a refund or bill credit for amounts over-billed more than three years before the date the Company identified the over-billing.

Payment Arrangements

If the Company issues a bill to collect under-billed amounts, a current or former customer may enter into a time-payment agreement. If a customer is already on a time-payment plan, the Company must offer to renegotiate the payment plan to include the under-billed amount. No payment arrangement is required if the customer or former customer's under-billing was a result of fraud, tampering, diversion, theft, misinformation, false identification or other unlawful conduct by the customer or former customer.

Notice of Adjustment

If the Company issues a bill to collect an under-billed amount, the Company must provide written notice to the customer or former customer explaining:

- (1) The circumstance and time period of the under-billing;
- (2) The corrected bill amount and the amount of the adjustment;
- (3) The Commission's consumer complaint process; and
- (4) The right for current or former customers to enter into a time-payment agreement.

Exceptions

No billing adjustment is required for under-billing or over-billing if an electric meter registers less than two percent error under conditions of normal operation.

The Company may waive re-billing or issuing a refund check when costs make such action uneconomical.

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I. Billing – General (continued)**F. Adjustment of Bills (continued)**Direct Access

If a Direct Access Consumer 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.

The Company will promptly report corrected billing information to a Direct Access Consumer's ESS.

If a Direct Access Consumer 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.

G. Third Party Notification

Consumer may designate a third party to receive bills and notices.

H. Equal Payment Plan

At the option of the Consumer, residential service billings may be rendered in equal monthly amounts, provided the Consumer has satisfactory credit or account balances not exceeding the calculated equal monthly billing. At the Company's option, the plan may be offered to Commercial Consumers.

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 Consumer requests that the account balance be settled at that time.

The E.P.P. may be reviewed and amended by Company as needed, in response to changing prices or variations in the Consumer's kWh usage. Enrollment in the E.P.P. may occur at any time. The Consumer may cancel their E.P.P. by notifying the Company and paying the total account balance. Company reserves the right to cancel a Consumer's E.P.P. if they are delinquent on payment of the equal monthly billing.

I. Force Majeure

Company shall not be liable to the Consumer or the ESS, and the Consumer 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 Consumer to receive, electric power and energy as the result of any cause beyond the control of the Company to so deliver or of the Consumer 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.

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I. Billing – General (continued)**I. Force Majeure (continued)**

In the event that the delivery or use of electric power is suspended or curtailed by 50% or more for a continuous period of more than fifteen (15) days as a result of an unavoidable cause as provided above, the schedule charges may, upon written request by Consumer, be prorated by subperiods reflective of the beginning and ending of the suspended or curtailed deliveries. The Consumer may also, upon written request, have service rendered thereafter on any applicable rate schedule for the appropriate class of Consumer. Proration of schedule charges shall be effective no more than thirty (30) days prior to receipt of written request from Consumer.

II. Billing – Direct Access**A. Billing Options**

1. A Direct Access Consumer may choose one of the following billing options: consolidated billing by the Company; consolidated billing by the ESS; or separate billing by the Company and the ESS. A Consumer must follow the DASR process outlined in Rule 21 to elect or change billing options.
2. In the absence of a specific choice by a Direct Access Consumer, the Company will render consolidated bills.

B. Form of Bills

All billings to a Direct Access Consumer, regardless of billing option, must identify and separately state the Company's Regulated Charges.

C. Partial Payments

Partial Payments by Direct Access Consumers will be allocated in the manner specified in OAR 860-038-0445.

D. Required Notices

The Company will provide all legal and safety notices required by state and federal regulations. For a Direct Access Consumer receiving consolidated billing from an ESS, the Company will make available, and the ESS will be responsible to deliver, these notices to the Consumer.

E. Billings by the Company for services provided by an ESS

Under consolidated Company billing, the Company will include on a Direct Access Consumer's bill charges and related billing details as submitted to the Company by the Consumer's ESS in accordance with the terms of the Company's ESS Service Agreement. The Company is not responsible for computing or determining the accuracy of ESS charges.

A Direct Access Consumer who elects consolidated billing by the Company will receive a single bill from the Company that reflects all charges related to its Electricity Services. The Company will render the bill under its name.

Payments received from a Direct Access Consumer for services provided by an ESS will be remitted to the ESS as they are received, in accordance with the terms of the Company's ESS Service Agreement.

Payment to an ESS of any net credit for utility services satisfies the Company's obligation to provide credits, including transition credits, to the Consumer.

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II. Billing – Direct Access (continued)**F. Billings by the ESS for services provided by the Company**

The ESS must pay all undisputed Company charges to the Company, regardless of whether the Consumer has paid the ESS, in accordance with the terms of the Company's ESS Service Agreement.

Amounts billed by an ESS for services provided by the Company are tariffed charges, within the meaning of OAR 860-021-0305(5).

All bills containing charges for services provided by the Company, regardless of the billing option employed, shall comply with the provisions of OAR 860-21-0210. In addition, bills shall include the Company's toll-free telephone number, identified as such, to call for outage reporting and other electrical Company matters.

G. Net Credit for Company Services

Application of adjustment tariff schedules may result in a net credit for services provided by the Company. Unless otherwise directed by the Consumer, the Company will pay to an ESS a net credit of a Consumer receiving consolidated utility billing or consolidated ESS billing and pay a net credit of a Consumer receiving split billing to the Consumer. For a Consumer receiving consolidated utility billing, the payment of a net credit to an ESS will not exceed the amount of the ESS charges. Any remaining net credit will be paid to the Consumer.