



825 NE Multnomah, Suite 2000  
Portland, Oregon 97232

June 16, 2009

**VIA ELECTRONIC FILING  
AND OVERNIGHT DELIVERY**

Oregon Public Utility Commission  
550 Capitol Street NE, Ste 215  
Salem, OR 97301-2551

Attention: Filing Center

Re: Advice 09-010, Schedule 8 – Portland Clean Energy Fund

PacifiCorp (d.b.a. Pacific Power & Light Company) hereby submits for filing an original and five copies of the following tariff sheets, to become effective July 1, 2009.

Original Sheet No. 8-1	Schedule 8	Portland Clean Energy Fund
Original Sheet No. 8-2	Schedule 8	Portland Clean Energy Fund
Original Sheet No. 8-3	Schedule 8	Portland Clean Energy Fund

Pacific Power, in collaboration with the City of Portland, Energy Trust of Oregon, Oregon Department of Energy, Shorebank Enterprise Cascadia, Multnomah County, NW Natural and Portland General Electric, agrees to act as a pass-through billing agent in support of the Portland Clean Energy Fund. The Portland Clean Energy Fund is intended to offer homeowners access to low-interest, long-term financing for energy efficiency measures. Pacific Power, as outlined in this proposed tariff, will provide on-bill repayment services to qualifying customers as they pay back their low-interest loans.

It is respectfully requested that all formal correspondence and staff requests regarding this matter be addressed to:

By E-mail (preferred): [datarequest@pacificorp.com](mailto:datarequest@pacificorp.com)

By regular mail: Data Request Response Center  
PacifiCorp  
825 NE Multnomah, Suite 2000  
Portland, OR 97232

Informal inquiries may be directed to Jason Hoffman at (503) 331-4474.

Very truly yours,

Andrea L. Kelly  
Vice President, Regulation  
Enclosures

BEFORE THE PUBLIC UTILITY COMMISSION OF OREGON  
550 CAPITOL STREET NE  
SALEM, OREGON 97310-1380

IN THE MATTER OF THE APPLICATION OF ) UTILITY L.S.N. APPLICATION  
 )  
PacifiCorp d.b.a. Pacific Power )  
 (UTILITY COMPANY) ) NO.  
 )  
 TO WAIVE STATUTORY NOTICE. )

NOTE: ATTACH EXHIBIT IF SPACE IS INSUFFICIENT.

1. GENERAL DESCRIPTION OF THE PROPOSED SCHEDULE(S) ADDITION, DELETION, OR CHANGE. (SCHEDULE INCLUDES ALL RATES, TOLLS AND CHARGES FOR SERVICE AND ALL RULES AND REGULATIONS AFFECTING THE SAME)

Original Sheet No. 8-1	Schedule 8	Portland Clean Energy Fund
Original Sheet No. 8-2	Schedule 8	Portland Clean Energy Fund
Original Sheet No. 8-3	Schedule 8	Portland Clean Energy Fund

2. APPLICANT DESIRES TO CHANGE THE SCHEDULE(S) NOW ON FILE KNOWN AND DESIGNATED AS: (INSERT SCHEDULE REFERENCE BY NUMBER, PAGE, AND ITEM)

3. THE PROPOSED SCHEDULE(S) SHALL BE AS FOLLOWS: (INSERT SCHEDULE REFERENCE BY NUMBER, PAGE, AND ITEM)

Original Sheet No. 8-1	Schedule 8	Portland Clean Energy Fund
Original Sheet No. 8-2	Schedule 8	Portland Clean Energy Fund
Original Sheet No. 8-3	Schedule 8	Portland Clean Energy Fund

4. REASONS FOR REQUESTING A WAIVER OF STATUTORY NOTICE:

To support the anticipated start of the City of Portland's and ShoreBank Enterprise Cascadia's pilot program, Portland Clean Energy Fund, Pacific Power requests expedited treatment of this rate schedule to put in place a tariff for customers that wish to participate in the Portland Clean Energy Fund and provide clear definition on the responsibilities of Pacific Power relating to the pass-through billing.

5. REQUESTED EFFECTIVE DATE OF THE NEW SCHEDULE(S) OR CHANGE(S): July 1, 2009

AUTHORIZED SIGNATURE 6. Andrea L. Kelly	TITLE Vice President, Regulation	DATE June 16, 2009
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<small>PUC USE ONLY</small>	
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> <div style="border: 1px solid black; width: 150px; height: 40px; margin-top: 10px;"></div>	EFFECTIVE DATE OF APPROVED SCHEDULE(S) OR CHANGE

AUTHORIZED SIGNATURE	DATE
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**PACIFIC POWER & LIGHT COMPANY  
ON-BILL REPAYMENT PILOT PROGRAM  
PORTLAND CLEAN ENERGY FUND LOAN**

**Purpose**

This schedule describes the on-bill repayment service that Pacific Power will provide in support of the Portland Clean Energy Fund (PCEF) program developed and offered by the City of Portland and the lending agent Shorebank Enterprise Cascadia (SBEC). This pilot is a joint collaboration with the City of Portland and Multnomah County, Energy Trust of Oregon, NW Natural, Pacific Power and Portland General Electric intended to enable homeowners to access low-interest, long-term financing for energy efficiency measures. SBEC will provide loans to participating Customers. The loans can be repaid using the on-bill repayment service to include the monthly loan repayment amount on the Customer's electricity bill.

(N)

**Available**

To participating customers served by the Company within the City of Portland.

**Applicable**

Customers of owner-occupied premises with electricity as the primary heat source that are taking service on Residential Rate Schedule 4 and participating in the PCEF program, as approved and communicated by SBEC. The Company's involvement in this pilot program is limited to 250 participants. Participation in this pilot program is dependent on Customer continually taking service with the Company.

**Administration**

The City of Portland and the SBEC will reimburse the Company for all expenses associated with providing this service, including but not limited to, billing system changes, loan setup or loan termination and incremental activities associated with the accounting of and the processing of bill payments.

**Monthly Billing**

SBEC is responsible for determining the monthly billing amount for each loan and the number of months each customer should be billed. The monthly billing amount and billing duration will be communicated to the Company by SBEC for the purposes of billing the customer.

**Schedule Provisions**

The loan repayment amount shall be determined by SBEC. Pacific Power shall display the SBEC-calculated amount on the Customer's monthly electric bill. The Customer shall remit the amount to Pacific Power with the Customer's monthly electric bill payment. The Customer's PCEF loan payment behavior will not affect the Customer's credit standing with the Company.

The Company is not responsible for determining credit worthiness for the PCEF loan, assessing cost-effective improvements, measuring or verifying the work performed, financing or determining the monthly loan repayment amount to be billed.

SBEC must obtain written consent from the participating Customer that states that the Customer agrees to allow the Company to provide SBEC with Customer specific bill payment information and certifies that the Customer is aware of the Company's limited role in the loan repayment process.

(N)

*(continued)*

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Issued:	June 16, 2009	P.U.C. OR No. 35
Effective:	With service rendered on and after July 1, 2009	Original Sheet No. 8-1

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**Schedule Provisions** *(continued)*

SBEC must provide evidence to the Company's satisfaction of its compliance with the Federal Trade Commissions FACTA Identity Theft Prevention Program.

The SBEC specified loan repayment amount will be billed according to the Customer's standard billing cycle and payment will be required by the due date assigned to the electric service charges. The Customer may not select a preferred due date that falls outside of the Company's standards for electric service charges.

The loan repayment amount will appear as a specific line item on the Customer's monthly bill until such time as:

- the Customer has failed to make timely loan repayments and delinquency has exceeded program limitations; or
- the Customer's electric service account has been closed; or
- SBEC provides written notification to the Company to remove the billing; or
- the duration of the repayment timeframe has been 20 years.

All payments received by the Company towards the Customer's account that are less than the total amount billed by the Company will first apply towards those charges related to the provision of Electric Service including deposits, current charges, past due amounts and other services billed to the Customer by the Company for electric service. Any underpayment of the monthly loan amount will be added to the subsequent month's bill. A returned check charge as provided in Schedule 300 will be applied to any payment returned by a financial institution.

Any payment to the Customer's account that exceeds the full monthly amount due (overpayment) will remain on the Customer's account. The excess credit created by this overpayment will apply to future billing charges as designated above. The customer may contact the Company to request refund of any overpayment. All intended payment(s) towards the loan amount in excess of the calculated monthly repayment amount due on the Customer's statement shall be paid directly to SBEC.

The Company will not offer payment arrangements for the loan amount. The Company will not disconnect electric service to a Customer for non-payment of a SBEC loan amount.

The Company will refer Customer disputes regarding such matters including but not limited to SBEC loan balance, refunds, or pay-offs to SBEC.

The Customer shall hold Company harmless from and indemnify it for any and all liabilities, actions or claims for injury, loss or damage to persons or property arising from or related to contractors actions with regard to installation of energy efficiency upgrades resulting from this pilot program. Additionally, the Customer shall also hold Company harmless from and indemnify it for any and all liabilities, actions or claims for injury, loss or damage to persons or property arising from financial assurances given or guarantees as to the net financial benefit of dollars spent on energy efficiency upgrades as it relates to dollars saved on energy consumption.

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Issued:	June 16, 2009	P.U.C. OR No. 35
Effective:	With service rendered on and after July 1, 2009	Original Sheet No. 8-2

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(N)

(N)

**PACIFIC POWER & LIGHT COMPANY  
ON-BILL REPAYMENT PILOT PROGRAM  
PORTLAND CLEAN ENERGY FUND LOAN**

**OREGON  
SCHEDULE 8**  
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**Schedule Provisions** *(continued)*

Recovery of the loan amount and all interest and associated expenses of administration are the sole responsibility of SBEC.

Approval of this tariff shall constitute as verification that the Commission also grants the Company with a waiver from Service Quality Measurements regarding issues that may arise specifically attributed to this Portland Pilot Project.

**Schedule Terms**

This tariff shall be in effect through such time as the Commission may approve or through program cancellation by the PCEF sponsors, or by the Company upon three (3) months written notice to SBEC and the City of Portland.

**Rules and Regulations**

Service under this Schedule is subject to the General Rules and Regulations contained in the tariff of which this Schedule is a part and to those prescribed by regulatory authorities.

(N)

(N)

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Issued:	June 16, 2009	P.U.C. OR No. 35
Effective:	With service rendered on and after July 1, 2009	Original Sheet No. 8-3

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Andrea L. Kelly, Vice President, Regulation