



Portland General Electric Company
121 SW Salmon Street • Portland, Oregon 97204
PortlandGeneral.com

February 20, 2015

Public Utility Commission of Oregon
Attn: Filing Center
3930 Fairview Industrial Drive SE
P.O. Box 1088
Salem, OR 97308-1088

RE: Advice No. 15-05, Streetlighting Service Option Revision

Portland General Electric (PGE) submits this filing pursuant to Oregon Revised Statutes 757.205 and 757.210, and Oregon Administrative Rules 860-022-0025 and 860-022-0030, for filing proposed tariff sheets associated with Tariff P.U.C. No. 18. In addition to the electronic filing, enclosed are the original and three courtesy copies with a requested effective date of **March 25, 2015**:

First Revision of Sheet No. 95-2
First Revision of Sheet No. 495-2
Second Revision of Sheet No. 595-2

The purpose of this filing is to revise the definition for poles under Option C lighting service. Under the current definition, Option C is available to luminaires installed on Customer-owned poles. This excludes situations in which Customers may have luminaires installed on poles owned by other entities, such as communications companies. This change will include Option C service to luminaires on either non-Company owned poles or Company-owned distribution poles.

Oregon Administrative Rules (OAR) 860-022-0025(2) and 860-022-0030(1) do not apply because this filing does not propose any prices.

Should you have any questions or comments regarding this filing, please contact Colin Wright at (503) 464-8011.

Please direct all formal correspondence and requests to the following email address pge.opuc.filings@pgn.com

Sincerely,

A handwritten signature in blue ink that reads "Karla Wenzel". The signature is fluid and cursive, written in a professional style.

Karla Wenzel
Manager, Pricing and Tariffs

Enclosures

SCHEDULE 95 (Continued)

LUMINAIRE SERVICE OPTIONS (Continued)
Maintenance Service under Option A (Continued)

The Customer is responsible for repair or replacement of luminaires and circuits damaged as a result of rotted wood poles owned by the Customer.

The Company may remove or discontinue service to any luminaire and related equipment that has become unsafe or unsatisfactory for further service by reason of deterioration, storm, flood, and lightning, proximity to interference by trees or structures, or other causes as determined by the Company. The Company will notify the Customer as soon as reasonably practical of any such service discontinuation.

Option C – Luminaire

Option C provides electricity service to luminaires that are purchased, owned and maintained by the Customer and installed on non-Company owned poles or Company-owned distribution poles. As a condition to the election of Option C, Customer is responsible for ensuring that all new underground service installations of Option C luminaires are isolated by a disconnect switch or fuse. Both the equipment used to isolate the luminaire and its location must be approved by the Company.

(C)

Maintenance Service under Option C

The Company has no obligation to maintain Customer-purchased lighting if the Customer selects this option. Such maintenance and service is the sole responsibility of the Customer.

Special Provisions for Schedule 91/591 Option B to Schedule 95/595 Option C Luminaire Conversion and Future Maintenance Election

1. If Customer elects to convert any of its luminaires from Schedule 91 Option B to Schedule 95 Option C, the Customer must at the same time commit to convert the entirety of Customer's Schedule 91 Option B luminaires to Schedules 91 Option C and Schedule 95 Option C using one of two methods: (A) within five years following PGE's group lamp replacement cycle or (B) within three years on a schedule mutually agreed upon between the Company and Customer. Customer may elect to have some of its luminaires on Schedule 91 Option C and some on Schedule 95 Option C.
2. Upon such conversion, the Customer will assume and bear the cost of all on-going maintenance responsibilities for the luminaires and associated circuits in accordance with this schedule's provisions for Option C luminaires from the date each luminaire is converted to Option C. After the three or five year period, any remaining Option B luminaires will be converted to Option C. The Company may not provide new Option B lighting under Schedule 91 following the election to convert any Option B luminaires to Schedule 91 or Schedule 95 Option C luminaires.

SCHEDULE 495 (Continued)

LUMINAIRE SERVICE OPTIONS (Continued)
Maintenance Service under Option A (Continued)

The Customer is responsible for repair or replacement of luminaires and circuits damaged as a result of rotted wood poles owned by the Customer.

The Company may remove or discontinue service to any luminaire and related equipment that has become unsafe or unsatisfactory for further service by reason of deterioration, storm, flood, and lightning, proximity to interference by trees or structures, or other causes as determined by the Company. The Company will notify the Customer as soon as reasonably practical of any such service discontinuation.

Option C – Luminaire

Option C provides electricity service to luminaires that are purchased, owned and maintained by the Customer and installed on non-Company owned poles or Company-owned distribution poles. As a condition to the election of Option C, Customer is responsible for ensuring that all new underground service installations of Option C luminaires are isolated by a disconnect switch or fuse. Both the equipment used to isolate the luminaire and its location must be approved by the Company. (C)

Maintenance Service under Option C

The Company has no obligation to maintain Customer-purchased lighting if the Customer selects this option. Such maintenance and service is the sole responsibility of the Customer.

Special Provisions for Schedule 91/491/591 Option B to Schedule 95/495/595 Option C Luminaire Conversion and Future Maintenance Election

1. If Customer elects to convert any of its luminaires from Schedule 91 Option B to Schedule 95 Option C, the Customer must at the same time commit to convert the entirety of Customer's Schedule 91 Option B luminaires to Schedules 91 Option C and Schedule 95 Option C using one of two methods: (A) within five years following PGE's group lamp replacement cycle or (B) within three years on a schedule mutually agreed upon between the Company and Customer. Customer may elect to have some of its luminaires on Schedule 91 Option C and some on Schedule 95 Option C.
2. Upon such conversion, the Customer will assume and bear the cost of all on-going maintenance responsibilities for the luminaires and associated circuits in accordance with this schedule's provisions for Option C luminaires from the date each luminaire is converted to Option C. After the three or five year period, any remaining Option B luminaires will be converted to Option C. The Company may not provide new Option B lighting under Schedule 91 following the election to convert any Option B luminaires to Schedule 91 or Schedule 95 Option C luminaires.

SCHEDULE 595 (Continued)

LUMINAIRE SERVICE OPTIONS (Continued)
Maintenance Service under Option A (Continued)

The Customer is responsible for repair or replacement of luminaires and circuits damaged as a result of rotted wood poles owned by the Customer.

The Company may remove or discontinue service to any luminaire and related equipment that has become unsafe or unsatisfactory for further service by reason of deterioration, storm, flood, and lightning, proximity to interference by trees or structures, or other causes as determined by the Company. The Company will notify the Customer as soon as reasonably practical of any such service discontinuation.

Option C – Luminaire

Option C provides electricity service to luminaires that are purchased, owned and maintained by the Customer and installed on non-Company owned poles or Company-owned distribution poles. As a condition to the election of Option C, Customer is responsible for ensuring that all new underground service installations of Option C luminaires are isolated by a disconnect switch or fuse. Both the equipment used to isolate the luminaire and its location must be approved by the Company. The Company may provide necessary circuits for an additional charge.

(C)

Maintenance Service under Option C

The Company has no obligation to maintain Customer-purchased lighting if the Customer selects this option. Such maintenance and service is the sole responsibility of the Customer.

Special Provisions for Schedule 91/591 Option B to Schedule 95/595 Option C Luminaire Conversion and Future Maintenance Election

1. If Customer elects to convert any of its luminaires from Schedule 91 Option B to Schedule 95 Option C, the Customer must at the same time commit to convert the entirety of Customer's Schedule 91 Option B luminaires to Schedules 91 Option C and Schedule 95 Option C using one of two methods: (A) within five years following PGE's group lamp replacement cycle or (B) within three years on a schedule mutually agreed upon between the Company and Customer. Customer may elect to have some of its luminaires on Schedule 91 Option C and some on Schedule 95 Option C.
2. Upon such conversion, the Customer will assume and bear the cost of all on-going maintenance responsibilities for the luminaires and associated circuits in accordance with this schedule's provisions for Option C luminaires from the date each luminaire is converted to Option C. After the three or five year period, any remaining Option B luminaires will be converted to Option C. The Company may not provide new Option B lighting under Schedule 91 following the election to convert any Option B luminaires to Schedule 91 or Schedule 95 Option C luminaires.