



**BEFORE THE PUBLIC UTILITIES COMMISSION** **FILED**  
**OF THE STATE OF CALIFORNIA**

08-19-10  
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In the Matter of the Application of  
PACIFICORP (U 901 E), an Oregon  
Company, to Recover Costs Recorded in the  
Catastrophic Event Memorandum Account.

Application No. 10-05-009  
(Filed May 7, 2010)

**ALL-PARTY JOINT MOTION FOR COMMISSION APPROVAL  
AND ADOPTION OF SETTLEMENT AGREEMENT**

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Attorney for Division of Ratepayer  
Advocates

Date: August 19, 2010

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA**

In the Matter of the Application of  
PACIFICORP (U 901 E), an Oregon  
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**I. INTRODUCTION**

Pursuant to Rule 12.1, subdivision (a) of the Rules of Practice and Procedure (“Rule”) of the California Public Utilities Commission (“Commission”), the parties in this proceeding move for Commission approval and adoption of the All-Party Joint Settlement Agreement (“Agreement”), attached hereto as Attachment 1. The only parties of record in this proceeding are PacifiCorp, d.b.a. Pacific Power (“PacifiCorp” or “Company”) and the Division of Ratepayer Advocates (“DRA”) (hereafter collectively referred to as the “Parties”).

This Motion states the factual and legal considerations adequate to advise the Commission of the scope of the settlement and of the grounds on which adoption is urged. The Agreement resolves all the material issues between the Parties in A. 10-05-009. It is not intended to extend to any substantive issues which may come before the

Commission in other or future proceedings. A comparison of PacifiCorp's initial recovery request in the May 7 Application and the impact of the Agreement on that amount and the issues which DRA contested or would have contested in a hearing, is located at Appendix A of the Agreement.

The Parties respectfully request that the Commission approve and adopt the Agreement as reasonable in light of the whole record, consistent with law, and in the public interest in accordance with Rule 12.1, subdivision (d).

## II. BACKGROUND

Beginning on January 19, 2010, a string of winter storms in PacifiCorp's Siskiyou County service area piled up heavy snow and brought down power lines, resulting in power outages for approximately 9,000 customers ("2010 Storm"). The magnitude of the 2010 Storm's damage prompted Acting Governor Edmund G. Brown Jr. on January 21, 2010, to proclaim a state of emergency in Siskiyou County and other California counties and cities.<sup>1</sup>

On February 17, 2010, PacifiCorp notified the Commission Executive Director that it had begun recording its costs of responding to the 2010 Storm in a Catastrophic Event Memorandum Account ("CEMA").<sup>2</sup> The Notice included a description of the 2010 Storm's impact on PacifiCorp's services and systems in Siskiyou County and preliminary total cost estimates of PacifiCorp's responses to the Storm. On May 7, 2010,

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<sup>1</sup> May 7 Appl. at Append. C, in letter from Andrea L. Kelly, PacifiCorp V.P. of Reg., to Paul Clanon, Comm. Exec. Dir., dated Feb. 17, 2010, at Attach. A, "A Proclamation of State of Emergency" dated Jan. 21, 2010.

<sup>2</sup> *Id.* at Append. C.

PacifiCorp applied for recovery of \$1.36 million in revenue requirement which is derived from \$3.63 million of CEMA-eligible costs caused by the 2010 Storm (“May 7 Application”).

On June 11, 2010, DRA timely protested the Application, and on June 21, 2010, PacifiCorp responded. Subsequently, DRA issued data requests and conducted an extensive on-site audit at PacifiCorp’s offices in Portland, Oregon.

On August 5, 2010, the Commission convened a Prehearing Conference in San Francisco, California, at which only the Parties appeared. At that time, DRA stated that it had no further discovery. PacifiCorp stated that it would soon serve notice of and convene a settlement conference.

On August 17, 2010, PacifiCorp and DRA, met and conferred by telephone in a settlement conference. They reviewed both this Motion and the related Agreement and accepted them as expressing their mutual understandings.

### **III. SCOPE OF THE AGREEMENT**

Listed below are the material ratemaking issues resolved by the Agreement, which are discussed in the Agreement at pages 3-4.

- Revised Revenue Requirement;
- Adjustments of the Revenue Requirement;
- Amortization, New Tariffs, and Effective Date; and
- Rate Spread.

As the Agreement provides at page 3, PacifiCorp is lowering its recovery request from \$1.36 million in revenue requirement (a 1.6 percent overall rate increase) to \$1.23 million (an approximately 1.4 percent overall rate increase over current rates). Further, PacifiCorp will amortize recovery of the \$1.23 million in accordance with a new tariff rider, Schedule S-96, which is set forth in Appendix C of the Agreement. After Commission approval of Schedule S-96 in a Tier 1 advice letter compliance filing, these new rates would become effective on January 1, 2011, and end at such time as when the \$1.23 million is thereby fully recovered, which is estimated to occur by January 1, 2012.

#### **IV. ARGUMENTS AND AUTHORITIES IN SUPPORT OF THE MOTION**

The Agreement meets the Commission's settlement standards in Rule 12.1(d), which are as follows:

The Commission will not approve settlements, whether contested or uncontested, unless the settlement is reasonable in light of the whole record, consistent with law, and in the public interest.

##### **A. The Agreement Is Reasonable in Light of the Whole Record**

The Agreement would achieve a mutually acceptable outcome at considerable savings for all concerned, including the Commission. The alternative of holding evidentiary hearings would be more costly and unnecessary, especially since the Agreement resolves all material issues of facts and law between the Parties.

The record — which *inter alia* consists of the May 7 Application, including direct testimonies and exhibits accompanying it; DRA's Protest and PacifiCorp's Response; and

the additional data contained in the Agreement — show the Parties have made substantial efforts to ensure that the Agreement is reasonable and justified.

For example, DRA's audit found certain non-incremental costs, which were charged to the 2010 Storm as part of the CEMA Application and would have been incurred notwithstanding the 2010 Storm. PacifiCorp has agreed to subtract these non-incremental expenses from its initial recovery request of \$1.36 million in the May 7 Application.<sup>3</sup>

In addition to the two adjustments stated above, DRA finds the other ratemaking elements of the May 7 Application supported as reasonable and justified. Therefore, the Parties submit that the Agreement is reasonable in light of the whole record.

#### **B. The Agreement Is Consistent with the Law**

Commission Resolution ("Res.") E-3238 and the California Public Utilities Code § 454.9<sup>4</sup> authorize PacifiCorp to track CEMA-eligible costs and to apply for recovery of such costs. On February 17, 2010, PacifiCorp noticed the Commission's Executive Director of its CEMA recordkeeping for the 2010 Storm; on May 7, 2010, filed A. 10-05-009 for recovery; and subsequently cooperated with DRA's discovery by providing books, accounts, records, or other data in support of its May 7 Application. Therefore, the proposed Agreement is consistent with the applicable law.

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<sup>3</sup> Agreement at 3.

<sup>4</sup> See Res. E-3238, which was adopted on July 24, 1991, before the 1994 enactment of Cal. Pub. Util. Code sec. 454.9, required an application for recovery of reasonable CEMA-eligible costs.

### **C. The Agreement Is in the Public Interest.**

The public interest is advanced when in the face of a natural disaster, PacifiCorp responds promptly and effectively to restore and maintain continuous electrical service and distribution to its customers. On the other hand, the Commission is legally obligated to safeguard the public against unreasonable and unjustified rate burdens.

In this proceeding, the record shows that the CEMA-eligible costs were proximately caused by a declared state of emergency in PacifiCorp's relevant service area, the 2010 Storm. Further, they were incurred to restore electric service to customers and to repair, replace, or restore electric systems or facilities that were impaired or destroyed by the 2010 Storm. These CEMA costs would not have been incurred by PacifiCorp but for the 2010 Storm. They are not reimbursed by PacifiCorp's insurance coverage and would not be recovered as a part of PacifiCorp's current base rates.

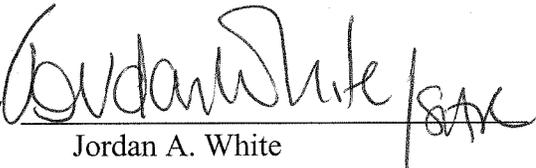
Therefore, the Agreement's proposed recovery complies with the California Public Utilities Code § 451's requirement that rates be "just and reasonable" and is in the public interest.

### **V. CONCLUSION**

The Parties urge the Commission to approve and adopt the Agreement as soon as practical. Not only is it reasonable, consistent with the law, and in the public interest, but it also constitutes the Parties' mutually acceptable outcome to this proceeding.

[signature page follows next]

Respectfully submitted this August 19, 2010, at San Francisco, California.

By  /sax  
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Attorney for Division of Ratepayer  
Advocates

## Certificate of Service

I hereby certify that, pursuant to the Commission's Rules of Practice and Procedure, I have provided via electronic mail or US Mail if an E-mail address has not been provided, a true and correct copy of the **All Party Joint Motion for Commission Approval and Adoption of Settlement Agreement** to the following parties:

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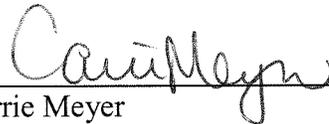
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DATED: August 19, 2010, at Portland, Oregon



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Carrie Meyer  
Coordinator, Regulatory Operations

## Attachment 1

# All-Party Joint Settlement Agreement between PacifiCorp and the Division of Ratepayer Advocates

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA**

In the Matter of the Application of  
PACIFICORP (U 901 E), an Oregon  
Company, to Recover Costs Recorded in the  
Catastrophic Event Memorandum Account.

Application No. 10-05-009  
(Filed May 7, 2010)

**ALL-PARTY JOINT SETTLEMENT AGREEMENT BETWEEN  
PACIFICORP AND THE DIVISION OF RATEPAYER ADVOCATES**

In accordance with Rule 12.1, subdivision (a) of the California Public Utilities Commission (“Commission”) Rules of Practice and Procedure (“Rule”), this Settlement Agreement (“Agreement”) resolves the material issues of law or fact between the parties stated below and provides for a mutually agreeable outcome to the PacifiCorp Application (“A.”) 10-05-009 (“May 7 Application”). In the attached All-Party Joint Motion for Commission Approval and Adoption of the Settlement Agreement (“Motion”), the Parties jointly and severally move that the Commission approve and adopt the terms and conditions of this proposed Agreement as stated below (“Terms and Conditions”).

**PARTIES**

1. The only parties of record in this proceeding are PacifiCorp and the Division of Ratepayer Advocates (“DRA”) (hereafter collectively referred to as “the Parties”).

## BACKGROUND

2. On May 7, 2010, PacifiCorp applied to recover \$1.36 million in revenue requirement associated with \$3.63 million of Catastrophic Event Memorandum Account (“CEMA”)-eligible costs. These costs were incurred in responding to the severe winter storm occurring in PacifiCorp’s Siskiyou County service territory during January 2010 (“2010 Storm”). On January 21, 2010, Acting Governor Edmund G. Brown Jr. proclaimed a state of emergency in Siskiyou County.<sup>1</sup> Commission Resolution (“Res.”) E-3238 and California Public Utilities Code § 454.9<sup>2</sup> authorize by application recovery of these CEMA-eligible costs.

3. On June 11, 2010, DRA timely protested the Application, and on June 21, 2010, PacifiCorp responded. Subsequently, DRA issued data requests and conducted an extensive on-site audit at PacifiCorp’s offices in Portland, Oregon.

4. On August 5, 2010, the Commission convened a Prehearing Conference, at which only the Parties appeared.

5. On August 17, 2010, the Parties met and conferred in a settlement conference, which was duly noticed in accordance with Rule 12.1, subdivision (b).

6. After reviewing PacifiCorp’s supporting data and revised proposals, DRA hereby recommends that the Commission accept and adopt this Agreement’s Terms and Conditions as reasonable, consistent with the law, and in the public interest.

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<sup>1</sup> May 7 Appl. at Appendix C, attach. A.

<sup>2</sup> See Res. E-3238, which was adopted on July 24, 1991, before the 1994 enactment of Section 454.9, required an application for recovery of reasonable CEMA-eligible costs. The term “Section” means a statutory provision of the California Public Utilities Code, unless otherwise stated.

## TERMS AND CONDITIONS

7. *Revised Revenue Requirement.* PacifiCorp hereby agrees to reduce its recovery request in this proceeding from \$1.36 million in revenue requirement<sup>3</sup> to \$1.23 million based on the adjustments described in Paragraph 8 below. On average, this lower recovery would increase the rates for all customer classes by approximately 1.4 percent over current levels.<sup>4</sup>

8. *Adjustments of the Revenue Requirement.*

a. First, in its on-site audit of June 25, 2010, DRA identified certain non-incremental costs that were charged to the 2010 Storm and included in the May 7 Application. These non-incremental costs consisted of PacifiCorp's California employee salary expenses that would have been incurred by the PacifiCorp, even if the 2010 Storm had not occurred. PacifiCorp agrees to subtract these non-incremental expenses from the total revenue requirement of \$1.36 million, which was requested in the May 7 Application.

b. The Parties agree that the depreciation rate used in the May 7 Application should be consistent with the settlement agreement filed on June 23, 2010, in PacifiCorp general rate case ("GRC"), A. 09-11-015. This further reduces the amount of the revenue requirement proposed in the May 7 Application.

c. In addition to the two adjustments stated above, the Parties agree that the other elements of the May 7 Application are reasonable and justified for purposes of restoring, repairing, or replacing PacifiCorp's electric facilities and system that were damaged by the 2010 Storm. These other CEMA-eligible costs are not paid

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<sup>3</sup> May 7 Appl. at 1.

<sup>4</sup> Attached Appendix A presents a comparison between the revenue requirement stated in the May 7 Application and the amount proposed in this Agreement.

for by PacifiCorp's insurance coverage and are not included as a part of PacifiCorp's current base rates.

9. *Amortization, New Tariffs, and Effective Date:* PacifiCorp will amortize the \$1.23 million in revenue requirement and recover it in rates set forth in a new tariff rider, Schedule S-96 (as shown in attached Appendix C). These rates would become effective on January 1, 2011, and end at such time as when the \$1.23 million in revenue requirement has been fully collected in rates, which is estimated to occur on or before January 1, 2012.

10. *Rate Spread:* This Agreement provides that the burden of the revenue requirement will be allocated among the various customer classes (e.g., residential, industrial, agricultural, etc.) according to each class's share of the distribution revenues. This is because the \$1.23 million in revenue requirement for the most part consists of distribution-related costs. The rates in column 6 of attached Appendix B reflect this allocation.

11. *Request for Commission Order.* The Parties hereby jointly request that the Commission include among its Ordering Paragraphs in the decision adopting and approving this Agreement an order providing for the amortization and the tariff changes in Schedule S-96 as stated above in Paragraph 9. Pursuant to such Order and General Order 96-B, § 5.1, subsection (1), PacifiCorp would subsequently make a Tier 1 advice letter compliance filing of the new tariffs in Schedule S-96.<sup>5</sup>

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<sup>5</sup> G.O. 96-B, § 5.1(1), at 3 (matters appropriate to Tier 1 advice letter filing), available at [http://docs.cpuc.ca.gov/PUBLISHED/GENERAL\\_ORDER/100177.htm/](http://docs.cpuc.ca.gov/PUBLISHED/GENERAL_ORDER/100177.htm/).

## OTHER TERMS AND CONDITIONS

12. *Commission's Primary Jurisdiction:* The Parties agree that the Commission has primary jurisdiction over any interpretation, enforcement, or remedies pertaining to this Agreement, as provided by California Constitution, article XII, section 8. No Party may bring an action pertaining to this Agreement in any local, state, or federal court or administrative agency without having first exhausted its administrative remedies at the Commission.

13. *Further Actions:* The Parties acknowledge that this Agreement is subject to approval by the Commission. As soon as practicable after all the Parties have signed the Agreement, the Parties through their respective attorneys will prepare and file a Motion for Commission Approval and Adoption of the Agreement. The Parties will furnish such additional information, documents, or testimony as the Commission may require to grant the Motion and thus approve and adopt the Agreement.

14. *Non-Severability:* The provisions of this Agreement are non-severable. If any Party fails to perform its respective obligations under this Agreement, the Agreement will be regarded as rescinded. Further, if the Commission or any court of competent jurisdiction overrules or modifies as legally invalid any material provision of this Agreement, this Agreement will be deemed rescinded as of the date when such ruling, decision, or modification becomes final.

15. *Voluntary and Knowing Acceptance:* Each Party hereto acknowledges and stipulates that it is agreeing to this Agreement freely, voluntarily, and without any fraud, duress, or undue influence by any other Party. Each Party has read and fully understands its rights, privileges, and duties under this Agreement, including its right to discuss this Agreement with its legal counsel, which has been exercised to the extent deemed necessary.

16. *No Modification*: This Agreement constitutes the entire Agreement between the Parties regarding the matters set forth herein, which may not be altered, amended, or modified in any respect except in writing and with the express written and signed consent of all the Parties hereto. All prior agreements and understandings, oral or in writing, regarding the matters set forth in this Agreement are expressly waived and have no further force or effect.

17. *No Reliance*: No Party has relied or presently relies on any statement, promise, or representation by any other Party, whether oral or written, except as specifically set forth in this Agreement. Each Party expressly assumes the risk of any mistake of law or fact made by such Party or its authorized representative.

18. *Counterparts*: This Agreement may be executed in separate counterparts by the different Parties hereto and all so executed will be binding and have the same effect as if all the Parties had signed one and the same document. All such counterparts will be deemed to be an original and together constitute one and the same Agreement, notwithstanding that the signatures of all the Parties and/or of a Party's attorney or other representative do not appear on the same page of this Agreement or the related Motion.

19. *Binding Effect*: This Agreement will become effective and binding on each of the Parties as of the date when it is fully executed. It will be binding upon the Parties hereto, their successors, subsidiaries, affiliates, and their respective representatives, agents, officers, directors, employees, and personal representatives, whether past, present, or future. The Parties agree and acknowledge that the Commission may reassert jurisdiction of this matter after issuance of a decision approving and adopting this Agreement to enforce the terms and conditions of this Agreement.

20. *Finality*: This Agreement fully and finally settles any and all disputes in this matter between the two Parties, PacifiCorp and DRA.

21. *No Admission:* Nothing in this Agreement or related negotiations may be construed as an admission of any law or fact by any Party, or as precedential or binding on any Party in any other proceeding, whether before the Commission, any other state or federal administrative agency, or in a court of law.

22. *Authority to Sign.* Each Party who executes this Agreement represents and warrants to each other Party that the individual signing this Agreement and the related Motion has the legal authority to do so.

23. *Future Admissibility:* Each Party signing this Agreement agrees and acknowledges that this Agreement will be admissible in any subsequent Commission proceeding for the sole purpose of enforcing the terms and conditions of this Agreement.

24. *Rescission:* In the event the Commission rejects or materially alters any provision of the Agreement, the Agreement will be deemed rescinded by the Parties and of no legal effect as of the date of issuance of the Commission decision rejecting or materially altering the Agreement. The Parties may negotiate in good faith regarding whether they want to accept the Commission changes and resubmit a revised Agreement.

## CONCLUSION

The Parties below named have executed this Agreement as of the date appearing below and adjacent to each individual Party's signature.

[signature page follows next]

**PACIFICORP**

Date: 8/18/10 By: Andrea L. Kelly

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**DIVISION OF RATEPAYER ADVOCATES**

Date: \_\_\_\_\_ By: \_\_\_\_\_

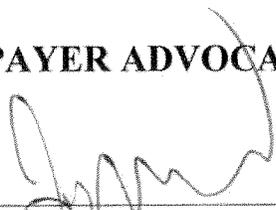
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**PACIFICORP**

Date: \_\_\_\_\_ By: \_\_\_\_\_

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**DIVISION OF RATEPAYER ADVOCATES**

Date: 8/18/10 By:  \_\_\_\_\_

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## APPENDIX A

	California Allocated		
	Original Filing	Stipulated Agreement	Variance
Capital Investment	227,430	212,734	(14,696)
Depreciation Reserve	(4,218)	(3,038)	1,180
Net Rate Base	223,212	209,696	(13,516)
	11.81%	11.81%	
Pre-Tax Return on Rate Base	26,358	24,762	(1,596)
Distribution Expense	1,287,062	1,168,292	(118,771)
Dispatch Expense	175	175	-
Customer Service Expense	46	46	-
Transmission Expense	2,350	2,350	-
Subtotal of Operating Expenses	1,289,633	1,170,863	(118,771)
Depreciation Expense	8,169	5,888	(2,280)
Rev. Req't. Before Franchise Tax & Bad Debt	1,324,160	1,201,513	(122,647)
Franchise Taxes (1.6%)	21,726	19,714	(2,012)
Bad Debt Expense (0.883%)	11,985	10,875	(1,110)
<b>Total Revenue Requirement</b>	<b>1,357,871</b>	<b>1,232,101</b>	<b>(125,769)</b>

## APPENDIX B

## Appendix B

**PACIFIC POWER  
STATE OF CALIFORNIA  
RATE SPREAD AND RATE CALCULATION  
S-96 CATASTROPHIC EVENT MEMORANDUM ACCOUNT SURCHARGE  
Forecast 12 Months Ending December 2011**

Line No.	Description (1)	Sch. (2)	KWH (3)	Present Distribution	Proposed CEMA Adjustment	
				Revenue* (4)	Dollars (5)	¢/kWh (6) (5)/(4)
<b>Residential</b>						
1	Residential Service	D/DL-6	394,810,883	\$22,895,530	\$707,615	0.179
2	Multi-Family - Master Metered	DM-9	255,208	\$13,710	\$424	0.179
3	Multi-Family - Submetered	DS-8	1,336,216	\$47,328	\$1,463	0.179
4	<b>Total Residential</b>		396,402,307	\$22,956,568	\$709,502	0.179
<b>Commercial &amp; Industrial</b>						
5	General Service - < 20 kW	A-25/AWH-31	61,935,978	\$4,086,650	\$126,303	0.204
6	General Service - 20 kW & Over	A-32	52,718,752	\$2,511,234	\$77,613	0.147
7	General Service - 100 kW & Over	A-36	104,693,175	\$3,726,476	\$115,171	0.110
8	Large General Service - 500 kW & Over	AT-48	113,573,565	\$1,535,407	\$47,454	0.042
9	Agricultural Pumping Service	PA-20	95,186,258	\$4,636,211	\$143,288	0.151
10	<b>Total Commercial &amp; Industrial</b>		428,107,728	\$16,495,978	\$509,829	
<b>Lighting</b>						
11	Outdoor Area Lighting Service	OL-15	1,077,000	\$161,838	\$5,002	0.464
12	Airway & Athletic Lighting	OL-42	202,965	\$20,840	\$644	0.317
13	Street Lighting Service	LS-51	694,980	\$124,855	\$3,859	0.555
14	Street Lighting Service	LS-52	7,772	\$5,526	\$171	2.197
15	Street Lighting Service	LS-53	1,531,797	\$101,685	\$3,143	0.205
16	Street Lighting Service	LS-58	245,451	\$20,355	\$629	0.256
17	<b>Total Lighting</b>		3,759,965	\$435,099	\$13,447	
18	<b>Total Before Employee Discount</b>		<u>828,270,000</u>	<u>\$39,887,645</u>	<u>\$1,232,778</u>	
19	<b>Employee Discount</b>			(\$21,910)	(\$677)	
20	<b>Total</b>		<u>828,270,000</u>	<u>\$39,865,735</u>	<u>\$1,232,101</u>	

\* Does not reflect Post Test-Year Adjustment Mechanism rate change effective May 29, 2010.

## APPENDIX C

SCHEDULE S-96

Appendix C

(N)

SURCHARGE TO RECOVER COSTS RECORDED IN  
CATASTROPHIC EVENT MEMORANDUM ACCOUNT

PURPOSE:

The Catastrophic Event Memorandum Account Surcharge is designed to recover costs incurred by the Utility associated with restoring utility service to customers; repairing, replacing, or restoring damaged utility facilities; and complying with governmental agency orders resulting from declared disasters.

APPLICABILITY:

This surcharge applies to all electric sales rendered under all tariff schedules authorized by the Commission, with the exception of interdepartmental sales or transfers and sales to electric public utilities.

TERRITORY:

Within the entire territory served in California by the Utility.

MONTHLY BILLING:

The monthly billing shall be an amount equal to the product of all kilowatt-hours of use multiplied by the applicable following cents per kilowatt-hour.

Schedule D	0.179 cents
Schedule DL-6	0.179 cents
Schedule DS-8	0.179 cents
Schedule DM-9	0.179 cents
Schedule A-25	0.204 cents
Schedule A-32	0.147 cents
Schedule A-36	0.110 cents
Schedule AT-48	0.042 cents
Schedule AWH-31	0.204 cents
Schedule LS-51	0.555 cents
Schedule LS-52	2.197 cents
Schedule LS-53	0.205 cents
Schedule LS-58	0.256 cents
Schedule OL-15	0.464 cents
Schedule OL-42	0.317 cents
Schedule PA-20	0.151 cents

(N)

(Continued)

**Issued by**

Advice Letter No. \_\_\_\_\_ Andrea L. Kelly Date Filed \_\_\_\_\_

Name

Decision No. \_\_\_\_\_ VP, Regulation Effective \_\_\_\_\_

Title

SCHEDULE S-96

Appendix C

SURCHARGE TO RECOVER COSTS RECORDED IN  
CATASTROPHIC EVENT MEMORANDUM ACCOUNT  
(Continued)

TERM:

This schedule will terminate at such time as the Catastrophic Event Memorandum Account has been fully collected from customers. The estimated date of full collection is one year from the effective date of this schedule.

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)

**Issued by**

Advice Letter No. \_\_\_\_\_ Andrea L. Kelly Date Filed \_\_\_\_\_

Name

Decision No. \_\_\_\_\_ VP, Regulation Effective \_\_\_\_\_

Title

TF6 S-96-2.NEW

Resolution No. \_\_\_\_\_

**Pacific Power  
State of California**

Appendix C

**Present Rates plus Proposed Catastrophic Event Memorandum Account Surcharge**

Tariff Schedules	Present Rates*	Proposed CEMA Surcharge S-96	Combined Rate
<b>Schedule D (Standard Residential)</b>			
Basic Charge	\$5.93		\$5.93 /month
Energy Charge			
Baseline kWh	10.385	0.179	10.564 ¢/kWh
Non-Baseline kWh	12.048	0.179	12.227 ¢/kWh
<b>Schedule DL-6 (Residential CARE)</b>			
Basic Charge	\$4.74		\$4.74 /month
Energy Charge			
Baseline kWh	7.902	0.179	8.081 ¢/kWh
Non-Baseline kWh	9.232	0.179	9.411 ¢/kWh
<b>Schedule OL-15</b>			
	<i>type</i>	<i>lumen</i>	<i>kWh</i>
			0.464
Mercury Vapor	7,000	76	\$15.28
Mercury Vapor	21,000	172	\$31.41
Mercury Vapor	55,000	412	\$69.79
High Pressure Sodium	5,800	31	\$15.17
High Pressure Sodium	22,000	85	\$24.95
High Pressure Sodium	50,000	176	\$42.53
			\$0.35
			\$0.80
			\$1.91
			\$0.14
			\$0.39
			\$0.82
			\$15.63 /Lamp
			\$32.21 /Lamp
			\$71.70 /Lamp
			\$15.31 /Lamp
			\$25.34 /Lamp
			\$43.35 /Lamp
<b>Schedule PA-20</b>			
Basic Charge - Annually (billed in November)			
1 Phase Any Size, 3 Phase <= 50kW	\$68.10		\$68.10
3 Phase Load Size > 50 kW	\$140.65		\$140.65
Distribution Demand Charge - Annually (billed in November)			
Generation & Transmission Demand Charge	\$14.73		\$14.73 /kW
Energy Charge	\$0.70		\$0.70 /kW
Reactive Power	9.153	0.151	9.304 ¢/kWh
	\$0.60		\$0.60 /kVar
<b>Schedule A-25 Secondary</b>			
Basic Charge			
1 Phase	\$11.17		\$11.17 /month
3 Phase	\$15.34		\$15.34 /month
Energy Charge	12.339	0.204	12.543 ¢/kWh
<b>Schedule A-25 Primary</b>			
Basic Charge			
1 Phase	\$11.17		\$11.17 /month
3 Phase	\$15.34		\$15.34 /month
Energy Charge	12.217	0.202	12.419 ¢/kWh
High Voltage Charge	\$60.00		\$60.00 /month
<b>Schedule AWH-31</b>			
Basic Charge			
1 Phase	\$7.80		\$7.80 /month
3 Phase	\$10.60		\$10.60 /month
Energy Charge	10.622	0.204	10.826 ¢/kWh

\* Does not reflect Post Test-Year Adjustment Mechanism rate change effective May 29, 2010.

**Pacific Power  
State of California**

Appendix C

**Present Rates plus Proposed Catastrophic Event Memorandum Account Surcharge**

Tariff Schedules	Present Rates*	Proposed CEMA Surcharge S-96	Combined Rate
<b>Schedule A-32 Secondary</b>			
Basic Charge			
1 Phase	\$11.17		\$11.17 /month
3 Phase	\$15.34		\$15.34 /month
Distribution Demand Charge	\$1.39		\$1.39 /kW
Generation & Transmission Demand Charge	\$0.93		\$0.93 /kW
Energy Charge	10.085	0.147	10.232 ¢/kWh
Reactive Power	\$0.60		\$0.60 /kVar
<b>Schedule A-32 Primary</b>			
Basic Charge			
1 Phase	\$11.17		\$11.17 /month
3 Phase	\$15.34		\$15.34 /month
Distribution Demand Charge	\$0.97		\$0.97 /kW
Generation & Transmission Demand Charge	\$0.93		\$0.93 /kW
Energy Charge	9.983	0.146	10.129 ¢/kWh
Reactive Power	\$0.60		\$0.60 /kVar
High Voltage Charge	\$60.00		\$60.00 /month
<b>Schedule A-36 Secondary</b>			
Basic Charge	\$200.92		\$200.92 /month
Distribution Demand Charge	\$2.56		\$2.56 /kW
Generation & Transmission Demand Charge	\$2.32		\$2.32 /kW
Energy Charge	7.566	0.110	7.676 ¢/kWh
Reactive Power	\$0.60		\$0.60 /kVar
<b>Schedule A-36 Primary</b>			
Basic Charge	\$200.92		\$200.92 /month
Distribution Demand Charge	\$1.79		\$1.79 /kW
Generation & Transmission Demand Charge	\$2.32		\$2.32 /kW
Energy Charge	7.491	0.109	7.600 ¢/kWh
Reactive Power	\$0.60		\$0.60 /kVar
High Voltage Charge	\$60.00		\$60.00 /month
<b>Schedule AT-48 Secondary</b>			
Basic Charge	\$401.86		\$401.86 /month
Distribution Demand Charge	\$1.72		\$1.72 /kW
Generation & Transmission Demand Charge (Summer)	\$1.13		\$1.13 /kW
Generation & Transmission Demand Charge (Winter)	\$2.21		\$2.21 /kW
Energy Charge	6.484	0.042	6.526 ¢/kWh
Reactive Power	\$0.60		\$0.60 /kVar
<b>Schedule AT-48 Primary/Transmission</b>			
Basic Charge	\$401.86		\$401.86 /month
Distribution Demand Charge	\$1.20		\$1.20 /kW
Generation & Transmission Demand Charge (Summer)	\$1.13		\$1.13 /kW
Generation & Transmission Demand Charge (Winter)	\$2.21		\$2.21 /kW
Energy Charge	6.419	0.042	6.461 ¢/kWh
Reactive Power	\$0.60		\$0.60 /kVar
High Voltage Charge	\$60.00		\$60.00 /month

\* Does not reflect Post Test-Year Adjustment Mechanism rate change effective May 29, 2010.

**Pacific Power  
State of California**

Appendix C

**Present Rates plus Proposed Catastrophic Event Memorandum Account Surcharge**

Tariff Schedules				Present Rates*	Proposed CEMA Surcharge S-96	Combined Rate
<b>Schedule LS-51</b>						
	<i>lumen</i>	<i>Watts</i>	<i>kWh</i>		0.555	¢/kWh
High Pressure Sodium	5,800	70	31	\$9.41	\$0.17	\$9.58 /Lamp
High Pressure Sodium	9,500	100	44	\$10.63	\$0.24	\$10.87 /Lamp
High Pressure Sodium	16,000	150	64	\$14.58	\$0.36	\$14.94 /Lamp
High Pressure Sodium	22,000	200	85	\$18.29	\$0.47	\$18.76 /Lamp
High Pressure Sodium	27,500	250	115	\$24.30	\$0.64	\$24.94 /Lamp
High Pressure Sodium	50,000	400	176	\$35.51	\$0.98	\$36.49 /Lamp
<b>Decorative Series 1</b>						
High Pressure Sodium	9,500	100	44	\$31.37	\$0.24	\$31.61 /Lamp
High Pressure Sodium	16,000	150	64	\$32.76	\$0.36	\$33.12 /Lamp
<b>Decorative Series 2</b>						
High Pressure Sodium	9,500	100	44	\$25.54	\$0.24	\$25.78 /Lamp
High Pressure Sodium	16,000	150	64	\$27.15	\$0.36	\$27.51 /Lamp
<b>Schedule LS-52</b>						
	<i>lumen</i>	<i>Watts</i>	<i>kWh</i>		2.197	¢/kWh
High Pressure Sodium	5,800	70	31	\$36.86	\$0.68	\$37.54 /Lamp
High Pressure Sodium	9,500	100	44	\$38.71	\$0.97	\$39.68 /Lamp
High Pressure Sodium	22,000	200	85	\$49.58	\$1.87	\$51.45 /Lamp
High Pressure Sodium	50,000	400	176	\$71.30	\$3.87	\$75.17 /Lamp
<b>Schedule LS-53</b>						
	<i>lumen</i>	<i>Watts</i>	<i>kWh</i>		0.205	¢/kWh
High Pressure Sodium	5,800	70	31	\$3.80	\$0.06	\$3.86 /Lamp
High Pressure Sodium	9,500	100	44	\$5.35	\$0.09	\$5.44 /Lamp
High Pressure Sodium	16,000	150	64	\$7.71	\$0.13	\$7.84 /Lamp
High Pressure Sodium	22,000	200	85	\$10.38	\$0.17	\$10.55 /Lamp
High Pressure Sodium	27,500	250	115	\$13.87	\$0.24	\$14.11 /Lamp
High Pressure Sodium	50,000	400	176	\$21.47	\$0.36	\$21.83 /Lamp
Non-Listed Luminaire				12.172	0.205	12.377 ¢/kWh
<b>Schedule OL-42</b>						
Basic Charge						
Single Phase				\$9.94		\$9.94 /month
Three Phase				\$13.62		\$13.62 /month
All kWh				14.067	0.317	14.384 ¢/kWh

\* Does not reflect Post Test-Year Adjustment Mechanism rate change effective May 29, 2010.

**Pacific Power  
State of California**

Appendix C

**Present Rates plus Proposed Catastrophic Event Memorandum Account Surcharge**

Tariff Schedules			Present Rates*	Proposed CEMA Surcharge S-96	Combined Rate
<b>Schedule LS-58</b>					
<b>Class A</b>	<i>lumen</i>	<i>kWh</i>		0.256	¢/kWh
Incandescent	1,000	37	\$5.16	\$0.09	\$5.25 /Lamp
Incandescent	2,500	73	\$10.23	\$0.19	\$10.42 /Lamp
Incandescent	4,000	119	\$16.67	\$0.30	\$16.97 /Lamp
Incandescent	6,000	163	\$22.85	\$0.42	\$23.27 /Lamp
Mercury Vapor	7,000	76	\$10.63	\$0.19	\$10.82 /Lamp
Mercury Vapor	21,000	172	\$24.12	\$0.44	\$24.56 /Lamp
Mercury Vapor	55,000	412	\$57.71	\$1.05	\$58.76 /Lamp
Fluorescent	21,400	162	\$22.83	\$0.41	\$23.24 /Lamp
<b>Class B</b>					
Incandescent	1,000	37	\$6.60	\$0.09	\$6.69 /Lamp
Incandescent	2,500	73	\$11.71	\$0.19	\$11.90 /Lamp
Incandescent	4,000	119	\$18.20	\$0.30	\$18.50 /Lamp
Incandescent	6,000	163	\$24.45	\$0.42	\$24.87 /Lamp
Mercury Vapor	7,000	76	\$11.49	\$0.19	\$11.68 /Lamp
Mercury Vapor	21,000	172	\$25.04	\$0.44	\$25.48 /Lamp
Mercury Vapor	55,000	412	\$58.96	\$1.05	\$60.01 /Lamp
Fluorescent	21,400	162	\$25.09	\$0.41	\$25.50 /Lamp

\* Does not reflect Post Test-Year Adjustment Mechanism rate change effective May 29, 2010.

**PACIFIC POWER  
STATE OF CALIFORNIA  
EFFECTS OF PROPOSED RATE CHANGE  
DISTRIBUTED BY RATE SCHEDULE  
Forecast 12 Months Ending December 2011**

Line No.	Description	Pres. Sch.	Prop. Sch.	No. of Customers	KWH	Present Revenues*					Proposed Revenues					Proposed Change		Net Proposed Change		Line No.
						Base Revenue	ECAC	Base with ECAC	Adders <sup>1</sup>	Net Revenue	Base Revenue	ECAC	Base with ECAC	Adders <sup>1</sup>	Net Revenue	Revenue	Percent	Revenue	Percent	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) (8)+(7)	(9)	(10) (8)+(9)	(11)	(12)	(13) (11)+(12)	(14)	(15) (13)-(14)	(16) (13)-(8)	(17) (16)/(8)	(18) (15)-(10)	(19) (18)/(10)	(20)	
<b>Residential</b>																				
1	Residential Service	D/DL-6	D/DL-6	36,532	394,810,883	\$35,533,643	\$8,748,879	\$44,282,522	(\$450,077)	\$43,832,445	\$35,533,643	\$8,748,879	\$44,282,522	\$256,624	\$44,539,146	\$0	0.0%	\$706,701	1.6%	1
2	Multi-Family - Master Metered	DM-9	DM-9	8	255,208	\$21,886	\$5,655	\$27,541	(\$292)	\$27,249	\$21,886	\$5,655	\$27,541	\$165	\$27,706	\$0	0.0%	\$457	1.7%	2
3	Multi-Family - Submetered	DS-8	DS-8	14	1,336,216	\$89,058	\$29,610	\$118,668	(\$1,524)	\$117,144	\$89,058	\$29,610	\$118,668	\$867	\$119,535	\$0	0.0%	\$2,391	2.0%	3
4	<b>Total Residential</b>			<b>36,554</b>	<b>396,402,307</b>	<b>\$35,644,587</b>	<b>\$8,784,144</b>	<b>\$44,428,731</b>	<b>(\$451,893)</b>	<b>\$43,976,838</b>	<b>\$35,644,587</b>	<b>\$8,784,144</b>	<b>\$44,428,731</b>	<b>\$257,856</b>	<b>\$44,686,387</b>	<b>\$0</b>	<b>0.0%</b>	<b>\$709,549</b>	<b>1.6%</b>	<b>4</b>
<b>Commercial &amp; Industrial</b>																				
5	General Service - < 20 kW	A-25/AWH-31	A-25	7,208	61,935,978	\$7,004,316	\$1,371,201	\$8,375,517	(\$39,098)	\$8,336,419	\$7,004,316	\$1,371,201	\$8,375,517	\$87,246	\$8,462,763	\$0	0.0%	\$126,344	1.5%	5
6	General Service - 20 kW & Over	A-32	A-32	893	52,718,752	\$4,975,807	\$1,163,919	\$6,139,726	(\$60,785)	\$6,078,941	\$4,975,807	\$1,163,919	\$6,139,726	\$16,712	\$6,156,438	\$0	0.0%	\$77,497	1.3%	6
7	General Service - 100 kW & Over	A-36	A-36	290	104,693,175	\$7,356,180	\$2,319,907	\$9,676,087	(\$163,152)	\$9,512,934	\$7,356,180	\$2,319,907	\$9,676,087	(\$48,013)	\$9,628,073	\$0	0.0%	\$115,139	1.2%	7
8	Large General Service - 500 kW & Over	AT-48	AT-48	17	113,573,565	\$5,536,420	\$2,509,048	\$8,045,468	(\$241,477)	\$7,803,991	\$5,536,420	\$2,509,048	\$8,045,468	(\$193,917)	\$7,851,551	\$0	0.0%	\$47,560	0.6%	8
9	Agricultural Pumping Service	PA-20	PA-20	2,027	95,186,258	\$7,984,580	\$2,086,911	\$10,071,491	(\$152,052)	\$9,919,439	\$7,984,580	\$2,086,911	\$10,071,491	(\$6,321)	\$10,063,170	\$0	0.0%	\$143,731	1.4%	9
10	<b>Total Commercial &amp; Industrial</b>			<b>10,435</b>	<b>428,107,728</b>	<b>\$32,857,303</b>	<b>\$9,450,985</b>	<b>\$42,308,288</b>	<b>(\$656,564)</b>	<b>\$41,651,724</b>	<b>\$32,857,303</b>	<b>\$9,450,985</b>	<b>\$42,308,288</b>	<b>(\$146,293)</b>	<b>\$42,161,995</b>	<b>\$0</b>	<b>0.0%</b>	<b>\$510,271</b>	<b>1.2%</b>	<b>10</b>
<b>Lighting</b>																				
11	Outdoor Area Lighting Service	OL-15	OL-15	926	1,077,000	\$205,997	\$23,825	\$229,822	\$1,288	\$231,110	\$205,997	\$23,825	\$229,822	\$6,251	\$236,073	\$0	0.0%	\$4,963	2.1%	11
12	Airway & Athletic Lighting	OL-42	OL-42	40	202,965	\$28,343	\$4,494	\$32,837	\$0	\$32,837	\$28,343	\$4,494	\$32,837	\$643	\$33,480	\$0	0.0%	\$643	2.0%	12
13	Street Lighting Service	LS-51	LS-51	74	694,980	\$154,825	\$15,373	\$170,198	\$1,395	\$171,593	\$154,825	\$15,373	\$170,198	\$5,208	\$175,406	\$0	0.0%	\$3,813	2.2%	13
14	Street Lighting Service	LS-52	LS-52	5	7,772	\$6,644	\$171	\$6,815	\$130	\$6,945	\$6,644	\$171	\$6,815	\$301	\$7,116	\$0	0.0%	\$171	2.5%	14
15	Street Lighting Service	LS-53	LS-53	118	1,531,797	\$153,844	\$33,886	\$187,730	(\$1,280)	\$186,450	\$153,844	\$33,886	\$187,730	\$1,828	\$189,558	\$0	0.0%	\$3,108	1.7%	15
16	Street Lighting Service	LS-58	LS-58	23	245,451	\$28,990	\$5,429	\$34,419	(\$124)	\$34,295	\$28,990	\$5,429	\$34,419	\$495	\$34,914	\$0	0.0%	\$619	1.8%	16
17	<b>Total Lighting</b>			<b>1,186</b>	<b>3,759,965</b>	<b>\$578,643</b>	<b>\$83,178</b>	<b>\$661,821</b>	<b>\$1,409</b>	<b>\$663,230</b>	<b>\$578,643</b>	<b>\$83,178</b>	<b>\$661,821</b>	<b>\$14,726</b>	<b>\$676,547</b>	<b>\$0</b>	<b>0.0%</b>	<b>\$13,317</b>	<b>2.0%</b>	<b>17</b>
18	<b>Total Sales to Ultimate Consumers</b>			<b>48,174</b>	<b>828,270,000</b>	<b>\$69,080,533</b>	<b>\$18,318,307</b>	<b>\$87,398,840</b>	<b>(\$1,107,049)</b>	<b>\$86,291,793</b>	<b>\$69,080,533</b>	<b>\$18,318,307</b>	<b>\$87,398,840</b>	<b>\$126,089</b>	<b>\$87,524,929</b>	<b>\$0</b>	<b>0.0%</b>	<b>\$1,233,137</b>	<b>1.4%</b>	<b>18</b>
19	<b>Total AGA</b>					\$156,069		\$156,069		\$156,069	\$156,069		\$156,069		\$156,069	\$0	0.0%	\$0	0.0%	19
20	<b>Total Employee Discount</b>					(\$34,281)	(\$8,494)	(\$42,775)	\$437	(\$42,338)	(\$34,281)	(\$8,494)	(\$42,775)	(\$249)	(\$43,024)	\$0	0.0%	(\$686)	1.6%	20
21	<b>Total Sales (Inc. AGA and Employee Discount)</b>			<b>48,174</b>	<b>828,270,000</b>	<b>\$69,202,321</b>	<b>\$18,309,813</b>	<b>\$87,512,134</b>	<b>(\$1,106,611)</b>	<b>\$86,405,524</b>	<b>\$69,202,321</b>	<b>\$18,309,813</b>	<b>\$87,512,134</b>	<b>\$125,840</b>	<b>\$87,637,974</b>	<b>\$0</b>	<b>0.0%</b>	<b>\$1,232,451</b>	<b>1.4%</b>	<b>21</b>

Notes:  
1 Total effects of Schedule S-191 Surcharge to Fund Public Purpose Programs and Schedule ECAC-94 Deferred ECAC. Proposed Adders include Schedule S-96 CEMA Surcharge. Excludes the effect of Schedules S-99 CPUC Surcharge, S-100 CARE Surcharge and CARE Discounts.

\* Does not reflect Post Test-Year Adjustment Mechanism rate change effective May 29, 2010.