

**SCHEDULE 338  
ON-BILL LOAN REPAYMENT SERVICE PILOT  
PORTLAND CLEAN ENERGY FUND (PCEF) PROGRAM  
(NO NEW SERVICE)**

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**PURPOSE**

This schedule describes in general the On-Bill Loan Repayment Service that PGE will provide in support of the PCEF energy efficiency funding pilot program developed and offered by the City of Portland and lending agent ShoreBank Enterprise Cascadia (SBEC), jointly known as the PCEF Sponsors. The pilot is intended to enable homeowners access to low-interest, long-term financing for energy efficiency measures. The PCEF will loan funds to participating Customers to be repaid using the On-Bill Loan Repayment Service with the loan repayment amount included on the Customer's Electricity bill. The minimum level for this pilot is 50 Customers participating in the program by June 30, 2010, or such later date as agreed between the PCEF Sponsors and the Company.

**AVAILABLE**

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

**APPLICABLE**

To the primary Customer of Record of any owner-occupied residential electrically heated premises who is participating in the PCEF program and agrees to utilize the Company's Electricity bill for repayment of the PCEF Loan amount as a convenience. The Service offered in this pilot is limited to no more than 250 Residential Customers. Participation in this pilot program is dependent on the Customer having continuous Electricity Service with the Company during the period the bill is being used for repayment of the loan.

**SERVICE DESCRIPTION**

The On-Bill Loan Repayment Service provides on a pilot basis a limited billing and remittance activity as described in this Schedule.

The On-Bill Loan Repayment Service:

The Company will add to a participating Customer's Electricity bill a separately stated fixed PCEF Loan repayment amount as determined by SBEC and communicated to the Company. The On-Bill Loan Repayment Service will remain in effect on a Customer's account until such time that the Company receives notice from SBEC to discontinue the repayment item, or that the repayment obligation is satisfied, or if Electricity Service at the premises is terminated (whether such termination is initiated by the Company or by the Customer of Record), or if a payment for this On-Bill Loan Repayment Service is not received by the Company.

**SCHEDULE 338 (Continued)**

SERVICE DESCRIPTION (Continued)

The On-Bill Loan Repayment Service:

SBEC is responsible for qualifying Customers for PCEF loans and establishing a contractual relationship with the Customer for repaying the Loan. SBEC will obtain and provide upon request to the Company, the participating Customer's written authorization that allows the repayment amount to be placed on the Customer's Electricity bill and authorizes the Company to share the participating Customer's account payment history and credit activity with SBEC on an as needed, ongoing basis.

The On-Bill Loan Repayment Service is a pilot program and is offered with the following understanding:

Related to the Participating Customer:

1. The Customer's decision to enter into a loan agreement with SBEC will not affect his/her ability to establish credit with the Company; nor impact the deposit amount that the Customer may be required to pay, or affect the Customer's ability to receive reliable Electricity Service.
2. Customer payments remitted to the Company shall first be applied to those charges related to the provision of Electricity Service and other related services billed to the Customer consistent with the Company's tariff.\* Any underpayment of the monthly loan amount will be added to the subsequent bill. Overpayments received by the Company will not be applied to the PCEF Loan balance, nor will refunds be issued. The overpayment will be applied towards Electricity Service charges in the same posting priority as defined within the Company's tariff.\*\*
3. The Company will not disconnect a Customer's service for non-payment of the PCEF Loan amount. The Company retains all rights and responsibilities regarding the provision of Electricity Service separate from the PCEF Loan Repayment including disconnection for non-payment of Electricity Service charges.
4. Time Payment Agreements or other payment arrangements will not be available for the PCEF Loan amount, nor will Energy Assistance payments be applied to this Service.
5. Delinquency Conditions: The Company will not provide a collections service for delinquent PCEF Loan amounts, provide past due notices or disconnection of service for non-payment or late payment of these loans, nor will the Company assess, or collect, late fees on the loan balance for SBEC. A return check charge as provided in Schedule 300 will be applied to any payment returned by a financial institution.

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\* Rule F, Billings, (5), Presentation and Payment of Bills

\*\* However, should the overpayment be equal to that of the remaining PCEF Loan balance, the Company may issue a refund and advise the Customer to contact the lending agent SBEC on proper loan pay-off procedures.

**SCHEDULE 338 (Continued)**

SERVICE DESCRIPTION (Continued)

Related to the PCEF Sponsors:

1. In a separate agreement(s), SBEC and the City of Portland will arrange to reimburse the Company for all incremental expenses associated with providing this Service, including:
  - a. Start-up costs related to the implementation of this Pilot program, including billing system modifications and report development and payment history screening.
  - b. On-going administrative costs, including, but not limited to, costs associated with the initial setup of the repayment obligation, Customer Service training and activities performed by the Company in relation to this pilot, other incremental activities related to accounting and processing of bill payments and termination of the On-Bill Loan Repayment Service. A monthly administrative and process fee will be paid by SBEC to the Company in an amount designated in a separate agreement.
  - c. The Company will not seek to recover any costs associated with this pilot from its Customers.
2. The Company will transfer to SBEC on-going remittance via an agreed means not less than on a monthly basis that includes the aggregate amount of all PCEF repayment amounts received during the previous month, a listing of participating Customers, payment amounts and dates of payment and other information as agreed to between the Company and SBEC.
3. Any Customer payment transferred by the Company to SBEC that is later returned by the Customer's financial institution will be withheld from the subsequent payment to SBEC. SBEC may not assess a return payment fee to the Company.
4. The Company will not transfer a PCEF Loan to another Customer without first receiving notification from SBEC that a new qualifying Customer at the premises has established a contract with SBEC for repayment of the PCEF Loan and has authorized the Company to provide the On-Bill Loan Repayment Service.
5. Dispute Resolution: SBEC must provide the Company with a toll-free customer service phone number to which the Company can refer Customers who have questions or concerns about their PCEF Loan. The Company is not responsible for responding to Customer questions and disputes related to PCEF or for any misinformation provided by the PCEF Sponsors.

**SCHEDULE 338 (Concluded)**

**SPECIAL CONDITIONS**

1. Participating Customers and the PCEF Sponsors shall acknowledge that the Company will be held harmless from any cost, liability, claim, suit and expense arising out of any act or omission of the PCEF Sponsors or contractors related to the installation of energy efficiency measures, the efficacy of such installations or resulting energy or financial savings, any representations made directly or indirectly to Customers concerning energy usage, environmental impacts, property values or other effects or savings related to the energy efficiency measures, including but not limited to the negligent or wrongful acts or omissions of contractors with regard to the installation of energy efficiency upgrades resulting from this pilot project.
2. The provision of repayment services provided by the Company under this pilot will not affect the Company's adherence to Utility Regulation and law, Oregon Administrative Rules or Division 21 rules and regulation.
3. The Company may withdraw from this pilot at any time after giving three months written notice to the PCEF Sponsors. If notice to terminate has not been provided, service under this Tariff will automatically terminate once the City of Portland and/or SBEC have terminated their Operating Agreement with the Company. Further, if fewer than 50 Customers have entered into PCEF Loan agreements by June 30, 2010, the Tariff will terminate on July 1, 2010 unless the Company agrees to extend the date.
4. If the Oregon Legislature enacts legislation addressing on-bill loan repayments of third-party energy efficiency funding in a program substantially equivalent to this pilot program, and related Oregon Administrative Rules have become effective, the Company and the PCEF Sponsors will work to transition Customers with PCEF Loans under this Tariff to the new program.
5. The standards and requirements under PGE's Customer Service and Billing Service Quality Measures shall not apply with respect to bills and remittances related to this pilot.

**TERM**

This tariff will be in effect through such time as the Commission may approve, unless terminated earlier under Special Condition #3, above.