

**SCHEDULE 339  
ON-BILL LOAN REPAYMENT SERVICE  
CLEAN ENERGY WORKS OF OREGON PROGRAM**

**PURPOSE**

This schedule describes the general terms of the On-Bill Loan Repayment Service that PGE will provide in support of the Energy Efficiency and Sustainable Technologies Act of 2009 (EEAST) legislation (HB2626) and offered by Clean Energy Works Oregon (CEWO). The program will enable homeowners to access low-interest; long-term financing for energy efficiency measures with repayment of the Loan using PGE's On-Bill Loan Repayment Service. Loan repayment amounts will be included and separately stated on the participating Customer's Electricity bill.

**AVAILABLE**

To all participating Customers served by the Company within its Service Territory.

**APPLICABLE**

To the primary Customer of Record of any owner-occupied electrically heated single family premises participating in the Clean Works of Oregon program and agreeing to utilize the Company's Electricity bill for repayment of the Loan amount. Participation is dependent on the Customer having continuous Electricity Service with the Company during the period the bill is used for repayment of the loan.

**SERVICE DESCRIPTION**

CEWO will act as a coordinator between utilities, Energy Trust of Oregon, and financing organizations. PGE will exchange data, submit invoices for services rendered, and remit loan payments received to CEWO. CEWO will in turn communicate with the various financing organizations.

The On-Bill Loan Repayment Service provides 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 Loan repayment amount as determined by CEWO 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 CEWO 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 payment for this On-Bill Loan Repayment Service is not received by the Company.

**SCHEDULE 339 (Continued)**

SERVICE DESCRIPTION (Continued)

CEWO is responsible for qualifying Customers for loans and establishing a contractual relationship with the Customer for repaying the Loan. CEWO 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 CEWO on an as needed, ongoing basis.

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

Related to the Participating Customer:

1. The Customer's decision to enter into a Loan agreement with CEWO 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<sup>1</sup>. 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 CEWO 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<sup>2</sup>.
3. The Company will not disconnect a Customer's service for non-payment of the CEWO Loan amount. The Company retains all rights and responsibilities regarding the provision of Electricity Service separate from the CEWO 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 CEWO 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 CEWO 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 CEWO. A return check charge as provided in Schedule 300 will be applied to any payment returned by a financial institution.

<sup>1)</sup> Rule F, Billings, (5), Presentation and Payment of Bills

<sup>2)</sup> Should the overpayment be equal to that of the remaining CEWO Loan balance, the Company may issue a refund and advise the Customer to contact the lending agent CEWO on proper loan pay-off procedures.

**SCHEDULE 339 (Continued)**

SERVICE DESCRIPTION (Continued)

6. If the Customer sells the property, the loan will revert to CEWO and its financing organization. CEWO may work with the new homeowner to continue the loan; if the new homeowner is willing to continue the loan CEWO and PGE will treat this as a new loan for future use.

Related to the CEWO:

1. The Company will not seek to recover incremental costs associated with this program from its Customers. All programming costs, credit searches, loan set up costs and marketing costs that the Company incurs are the sole responsibility of CEWO.
2. The Company will transfer to CEWO on-going remittance via an agreed means not less than on a monthly basis that includes the aggregate amount of all CEWO 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 CEWO.
3. Any Customer payment transferred by the Company to CEWO that is later returned by the Customer's financial institution will be withheld from the subsequent payment to CEWO. CEWO may not assess a return payment fee to the Company.
4. The Company will not transfer a CEWO Loan to another Customer without first receiving notification from CEWO that a new qualifying Customer at the premises has established a contract with CEWO for repayment of the CEWO Loan and has authorized the Company to provide the On-Bill Loan Repayment Service.
5. Dispute Resolution: CEWO 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 CEWO Loan. The Company is not responsible for responding to Customer questions and disputes related to CEWO or for any misinformation provided by CEWO.

**SPECIAL CONDITIONS**

1. Participating Customers 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 CEWO, its financing organizations or contractors related to the installation of energy efficiency measures, the effectiveness 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 or related to this repayment activity.

**SCHEDULE 339 (Concluded)**

**SPECIAL CONDITIONS** (Continued)

2. The provision of repayment services provided by the Company 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 providing repayment loan activity at any time after receiving three months written notice by CEWO. If notice to terminate has not been provided, service under this Tariff will automatically terminate once CEWO has terminated their Operating Agreement with the Company.
4. 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 repayment loan activity.

**TERM**

This tariff will be in effect through December 31, 2012 or through such time that Legislation either terminates or changes the requirements regarding this Service.