

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298



April 25, 2016

**Advice Letter 3619-G/4690-E**

Erik Jacobson  
Director, Regulatory Relations  
Pacific Gas and Electric Company  
77 Beale Street, Mail Code B10C  
P.O. Box 770000  
San Francisco, CA 94177

**Subject: Request for Approval of Revisions to EE Financing Pilot  
Program Rate Schedules and Gas and Electric Sample  
Forms 79-1156 and 79-1157 in Compliance with D.13-09-044  
and D.15-06-008**

Dear Mr. Jacobson:

Advice Letter 3619-G/4690-E is effective as of April 22, 2016.

Sincerely,

A handwritten signature in cursive script that reads "Edward Randolph".

Edward Randolph  
Director, Energy Division

August 12, 2015

**Advice 3619-G/4690-E**

(Pacific Gas and Electric Company U 39 M)

Public Utilities Commission of the State of California

**Subject: Request for Approval of Revisions to Energy Efficiency Financing Pilot Program Rate Schedules and Gas and Electric Sample Forms 79-1156 and 79-1157 in Compliance with Decision 13-09-044 and Decision 15-06-008**

**Purpose**

Pacific Gas and Electric Company (PG&E) submits this Advice Letter (AL) to revise its Energy Efficiency Financing Pilot Program On-Bill Repayment (OBR) Rate Schedules and Energy Financing Line Item Charge (EFLIC) Rate Schedules, in compliance with the Energy Division Staff (Staff) notification to the Investor Owned Utilities (IOUs)<sup>1</sup> to make such modifications, pursuant to Ordering Paragraphs (OP) 5 and 6 of Decision (D.) 15-06-008 *Decision Partially Modifying Decision 13-09-044 and Resolution E-4680 Implementing Energy Efficiency Financing Pilot Programs* (the Decision). PG&E also seeks approval of clarifications to its Gas and Electric Sample Form 79-1156 *Authorization to Add Loan Charges to Utility Bill (Residential)*, and Gas and Electric Sample Form 79-1157 *Authorization to Add Loan Charges to Utility Bill (Non-Residential)*, together the "Billing Authorization" forms.

Attachment 1 to this AL includes the clean version of PG&E's revised Gas Schedule G-OBR, Electric Schedule E-OBR, Gas Schedule G-EFLIC, Electric Schedule E-EFLIC, and Billing Authorization forms. Attachment 2 includes a redlined version of these documents reflecting the changes as directed by Staff, in compliance with D.15-06-008 (OPs 5 and 6) and as described below. Attachment 3 includes a copy of the OBR Rate Schedule modifications requested by Staff on July 13, 2015, pursuant to D.15-06-008 (OPs 5 and 6).

**Background**

The IOUs were ordered in D.13-09-044, *Decision Implementing 2013-2014 Energy Efficiency Financing Pilot Program*, to develop uniform tariff language for the OBR

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<sup>1</sup> PG&E, San Diego Gas & Electric Company (SDG&E), Southern California Edison Company (SCE) and Southern California Gas Company (SoCalGas).

financing pilots by December 30, 2013. On December 30, 2013, PG&E filed its proposed OBR Gas and Electric Rate Schedules (AL 3443-G/4338-E), in compliance with OPs 10 and 11 of D.13-09-044. PG&E also proposed new standard residential and non-residential customer agreement forms (Billing Authorization forms) for a customer participating in the OBR pilots to sign and consent to PG&E's inclusion of third-party loan charges on his/her utility bill. On September 12, 2014, the California Public Utilities Commission (Commission or CPUC) issued Resolution E-4680, approving AL 3443-G/4338-E as amended in the Resolution (OP 1). On October 13, 2014, PG&E filed its revised OBR Gas and Electric Rate Schedules and Billing Authorization forms, in compliance with OP 2 of Resolution E-4680, which directed PG&E to file a Tier 1 compliance AL within 30 days of its issuance.<sup>2</sup> On November 14, 2014, the Energy Division approved PG&E's advice letter and supplemental advice letter, effective September 11, 2014.

On June 19, 2015, the Commission issued the Decision partially modifying D.13-09-044 and Resolution E-4680. The Decision required Staff, in consultation with the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA) to instruct the IOUs whether or not to revise their OBR Tariffs. The Decision further required the IOUs to file a Tier 2 AL within 30 days if the Staff notification provides instructions to do so.<sup>3</sup>

On July 13, 2015, Staff issued an email notification to the IOUs to refile the OBR Tariffs, and attach changes to the tariff language submitted by CAEATFA.<sup>4</sup> This Tier 2 AL reflects the requested changes and is submitted in compliance with OPs 6 and 7 of D.15-06-008.

### **Revisions to Tariffs and Authorization Forms for Approval**

PG&E has revised its OBR Rate Schedules as directed by Staff (Attachment 3 to this AL). Additionally, PG&E has made similar changes to its EFLIC Tariffs, in consultation with Staff and CAEATFA. PG&E found it is also necessary to revise its residential and non-residential customer Billing Authorization forms to provide clarification or ensure consistent terminology among the applicable rate schedules and customer agreements.

#### **OBR Rate Schedule Amendments**

In addition to those changes as directed by Staff, PG&E has made the following amendments as detailed below, for clarification or consistency in terms. The changes to Electric Schedule E-OBR are reflected in the table below. Identical changes with

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<sup>2</sup> The 30-day filing requirement fell on a weekend; therefore PG&E filed its supplemental advice letter on the next business day.

<sup>3</sup> D.15-06-008, OP 6, also required the IOUs to file a Tier 2 AL containing technology cost information as described in OP 17 of D.13-09-044. PG&E is filing a separate AL containing technology cost information to comply with this order.

<sup>4</sup> Per Staff request, OBR rates schedule modifications in Attachment 3, *Proposed Changes to OBR Tariffs for IOUs\_071315 Final.pdf*.

applicable references to gas service have also been made to the OBR Gas Schedule G-OBR (see Attachment 2).

OBR Tariff Sheet #	Section	Change	Revision
1	Applicability	Clarification of IOU Program and consistency in terminology for eligible measures in EE Financing	"The <u>Energy Efficiency Financing</u> On-Bill Repayment (OBR) Pilots facilitate billing for Eligible Loans or Leases between Customers and Participating Financial Institutions (FIs) on the Customers' Energy Statement (Bill) to finance the purchase or lease and installation of <u>Qualified Eligible Energy Efficiency</u> Measures (as defined in Section DEFINITIONS, below) by Customers at the Customers' Premises.
1	Applicability	Deleted obsolete date	OBR is available for loans funded and closed by Participating FIs <del>on or before December 31, 2015, or</del> as <del>otherwise</del> directed by the California Public Utilities Commission (CPUC).
1	Definitions	Deleted typographical error in Rate Schedule E-OBR	The definitions of capitalized terms used in this Rate Schedule are either defined in this Rate Schedule or are defined in <u>Gas</u> Rule 1, Definitions.
1	Definitions	Added footnote to definition of CHEEF to identify CAEATFA <sup>5</sup>	<sup>1</sup> <u>The California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA) administers the CHEEF as part of the Energy Efficiency Financing Pilot Programs.</u>
1, 2	Definitions	Revised definition of "Qualified Measures" to "EEEMs" for consistency with CAEATFA regulations, and moved from Sheet 2 to Sheet 1 to list in alphabetical order	<u>Qualified Eligible Energy Efficiency Measures (EEEMs): Eligible Energy Efficiency Measures included in the program implementation plans for OBR and as approved by the CPUC for Customers to install at the location associated with the same account to which the OBR Charges will be billed. Which measures qualify as Qualified Measures EEEMs are specified in program regulations developed by the CHEEF, is are</u> subject to CPUC approval, and may change from time to time. Distributed generation and demand response measures are also <u>qualified eligible</u> per individual pilot rules.
1, 3, 5, 6, 7	Various	Revised for consistency	Changed "Qualified Measures" to "EEEMs"
2	Definitions	Spelled out acronym	<b>Participating <u>Financial Institution (FI):</u></b>
3	Billing and	Inserted text per	<u>If OBR Charges are removed from the bill,</u>

<sup>5</sup> The OBR and EFLIC Tariff Sheets are consistent in referring to the CHEEF as the central entity approved by the Commission, but in also identifying CAEATFA as the administrator.

OBR Tariff Sheet #	Section	Change	Revision
	Payment of OBR Charges, #2	CAEATFA's comments to PG&E's E-EFLIC Tariff <sup>6</sup>	<u>PG&amp;E shall promptly notify the CHEEF.</u>
4	Billing and Payment of OBR Charges, #6	Clarification of disconnection terms	Residential service is not subject to disconnection <u>for non-payment of OBR charges.</u>
4	Billing and Payment of OBR Charges, #7	Clarification that PG&E is the participating utility	Termination of Utility Service for Non Payment of OBR Charges: Unless otherwise prohibited by law, non-payment of OBR Charges by Customers other than those who reside in a residential or multi-family premise, shall subject Customers to PG&E service disconnection, consistent with the provisions of Rule 11, Discontinuance and Restoration of Service, on the same terms and conditions under which <u>Utility PG&amp;E</u> will disconnect the Customer for failure to pay Utility Charges.
5	Billing and Payment of OBR Charges, #10	Revised for consistency	If the <u>Participating</u> FI chooses to accelerate the loan repayment, the <u>Participating</u> FI must instruct the CHEEF to request PG&E remove all OBR Charges from the Bill.
6	Transferability of Obligation to Pay OBR Charges, #1	Corrected typographical errors and clarified participating utility	"... the subsequent customer at the same Premises must consent to assume the obligation to pay the balance due on the Eligible Loan or Lease in a writing as deemed appropriate by the Participating FI... on the Bill. <u>Utility PG&amp;E</u> will include OBR Charges on the Bill of the subsequent customer only pursuant to instructions received from the CHEEF."

### EFLIC Rate Schedule Amendments

In consultation with Staff and CAEATFA, PG&E has made the following amendments to its EFLIC Rate Schedules. CAEATFA and Staff were provided a preview copy of the PG&E's changes to its Electric Schedule E-EFLIC prior to this filing, as D.15-06-008 and Staff direction did not explicitly require PG&E to revise its EFLIC Rate Schedules. The changes to Electric Schedule E-EFLIC are reflected in the table below. Identical changes with applicable references to gas service have also been made to Gas Schedule G-EFLIC (see Attachment 2).

<sup>6</sup> This insertion was made in response to comments from CAEATFA in reviewing PG&E's proposed clarifications to its EFLIC Rate Schedules.

EFLIC Tariff Sheet #	Section	Change
1, 2, 3, 4, 5	Various	Revised terms throughout the Rate Schedule: <ul style="list-style-type: none"> <li>- EFLIC <del>Guidelines-Regulations</del></li> <li>- <del>Qualified</del> <u>Eligible Energy Efficiency</u> Measures (or EEEMs)</li> <li>- <del>Utility</del> <u>PG&amp;E</u></li> <li>- <del>loan</del> <u>Eligible Loan</u></li> <li>- <u>Participating</u> Lender</li> <li>- Correction of minor typographical errors</li> </ul>
1	Applicability	Added clarification of pilot program names, including updating the name of the Residential Energy Efficiency Loan Assistance Program (REEL).
1	Definitions, CHEEF	Identified CAEATFA as the administrator.
1	Definitions, EEEMs	Added CAEATFA's website.
1	Definitions, Eligible Loan	Changes as requested by CAEATFA
2	Rates	Changes as requested by CAEATFA, to align with OBR Rate Schedules
2	Customer Eligibility, #1	Changes as requested by CAEATFA
2, 3	Billing and Payment of Loan Charges, #1, #2	Changes as requested by CAEATFA
3	Billing and Payment of Loan Charges, #4	Changes as directed by Staff (Attachment 3, Item 7)
3	Billing and Payment of Loan Charges, #5	Changes as directed by Staff (Attachment 3, Item 5)
4	Billing and Payment of Loan Charges, #9	Changes as directed by Staff (Attachment 3, Item 3)
4	Billing and Payment of Loan Charges, #9	Changes as directed by Staff (Attachment 3, Item 4)

Gas and Electric Sample Form 79-1156 Authorization to Add Loan Charges to Utility Bill (Residential)

<b>Page</b>	<b>Section</b>	<b>Change</b>
1	Introduction	<ul style="list-style-type: none"> <li>- Revised Pilot Program name to REEL</li> <li>- Added reference to "CHEEF" for consistency among Rate Schedules and forms</li> <li>- Added links to websites where program rules can be found</li> </ul>
1	Definitions	<ul style="list-style-type: none"> <li>- Added definition of CHEEF and CAEATFA</li> <li>- Revised "Qualified Measures" to "Eligible Measures" for consistency</li> </ul>
1	3. Partial Payments	Revised to align with Staff direction (Attachment 3, Item 5)
2	4. Overpayments	Revised "Financial Institution" to Lender for consistency
2	7. Authorization to Release Information	Corrected typographical error
4	Account Information	Reformatted signature lines to align with standard format for PG&E forms

Gas and Electric Sample Form 79-1157 Authorization to Add Loan Charges to Utility Bill (Non-Residential)

<b>Page</b>	<b>Section</b>	<b>Change</b>
1	Introduction	<ul style="list-style-type: none"> <li>- Added reference to "CHEEF" for consistency among Rate Schedules and forms</li> <li>- Added links to websites where program rules can be found</li> </ul>
1	Definitions	<ul style="list-style-type: none"> <li>- Added definition of CHEEF and CAEATFA</li> <li>- Revised "Qualified Measures" to "Eligible Measures" for consistency</li> </ul>
1	3. Partial Payments	Revised to align with Staff direction (Attachment 3, Item 5)
2	6. Transfer of Payment Obligation	Corrected typographical error
2	9. Authorization to Release Information	Revised to reference Gas and Electric Sample Form 79-1173 (approved in PG&E AL 3600-G/4645-E, effective June 26, 2015)
4	Account Information	Reformatted signature lines to align with standard format for PG&E forms

**Effective Date**

PG&E requests that this Tier 2 advice filing become effective on regular notice, September 11, 2015, which is 30 calendar days from the date of this filing.

**Protests**

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, facsimile or E-mail, no later than September 1, 2015, which is 20 days after the date of this filing. Protests must be submitted to:

CPUC Energy Division  
ED Tariff Unit  
505 Van Ness Avenue, 4<sup>th</sup> Floor  
San Francisco, California 94102

Facsimile: (415) 703-2200  
E-mail: EDTariffUnit@cpuc.ca.gov

Copies of protests also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above.

The protest shall also be sent to PG&E either via E-mail or U.S. mail (and by facsimile, if possible) at the address shown below on the same date it is mailed or delivered to the Commission:

Erik Jacobson  
Director, Regulatory Relations  
Pacific Gas and Electric Company  
77 Beale Street, Mail Code B10C  
P.O. Box 770000  
San Francisco, California 94177

Facsimile: (415) 973-7226  
E-mail: PGETariffs@pge.com

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

**Notice**

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list and the



parties on the service lists for A.12-07-001 and R.13-11-005. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process\_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter filings can also be accessed electronically at: <http://www.pge.com/tariffs>.

\_\_\_\_\_  
/s/

Erik Jacobson  
Director, Regulatory Relations

Attachments

Service Lists A.12-07-001, et al., and R.13-11-005

# CALIFORNIA PUBLIC UTILITIES COMMISSION

## ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No. **Pacific Gas and Electric Company (ID U39 M)**

Utility type:

ELC       GAS  
 PLC       HEAT       WATER

Contact Person: Kingsley Cheng

Phone #: (415) 973-5265

E-mail: k2c0@pge.com and PGETariffs@pge.com

EXPLANATION OF UTILITY TYPE

ELC = Electric      GAS = Gas  
PLC = Pipeline      HEAT = Heat      WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: **3619-G/4690-E**

**Tier: 2**

Subject of AL: **Request for Approval of Revisions to Energy Efficiency Financing Pilot Program Rate Schedules and Gas and Electric Sample Forms 79-1156 and 79-1157 in Compliance with Decision 13-09-044 and Decision 15-06-008**

Keywords (choose from CPUC listing): Compliance, Agreements, Energy Efficiency, Forms

AL filing type:  Monthly  Quarterly  Annual  One-Time  Other \_\_\_\_\_

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: D.13-09-044 and 15-06-008

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL: \_\_\_\_\_

Is AL requesting confidential treatment? If so, what information is the utility seeking confidential treatment for: No

Confidential information will be made available to those who have executed a nondisclosure agreement: N/A

Name(s) and contact information of the person(s) who will provide the nondisclosure agreement and access to the confidential information: \_\_\_\_\_

Resolution Required?  Yes  No

Requested effective date: **September 11, 2015**

No. of tariff sheets: **36**

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: **Gas and Electric Form 79-1156, Gas and Electric Form 79-1157, Gas Schedule G-OBR, Gas Schedule G-EFLIC, Electric Schedule E-OBR, and Electric Schedule E-EFLIC**

Service affected and changes proposed: See Attachment 1

Pending advice letters that revise the same tariff sheets: N/A

Protests, dispositions, and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

**California Public Utilities Commission**  
**Energy Division**  
**EDTariffUnit**  
**505 Van Ness Ave., 4<sup>th</sup> Flr.**  
**San Francisco, CA 94102**  
**E-mail: EDTariffUnit@cpuc.ca.gov**

**Pacific Gas and Electric Company**  
**Attn: Erik Jacobson**  
**Director, Regulatory Relations**  
**77 Beale Street, Mail Code B10C**  
**P.O. Box 770000**  
**San Francisco, CA 94177**  
**E-mail: PGETariffs@pge.com**

Advice 3619-G/4690-E  
August 12, 2015

# **Attachment 1**

**Clean Tariffs**

**ATTACHMENT 1  
Advice 3619-G**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
32214-G	GAS SCHEDULE G-EFLIC ENERGY FINANCING LINE ITEM CHARGE (EFLIC) PILOT Sheet 1	31618-G
32215-G	GAS SCHEDULE G-EFLIC ENERGY FINANCING LINE ITEM CHARGE (EFLIC) PILOT Sheet 2	31619-G
32216-G	GAS SCHEDULE G-EFLIC ENERGY FINANCING LINE ITEM CHARGE (EFLIC) PILOT Sheet 3	31620-G
32217-G	GAS SCHEDULE G-EFLIC ENERGY FINANCING LINE ITEM CHARGE (EFLIC) PILOT Sheet 4	31621-G
32218-G	GAS SCHEDULE G-EFLIC ENERGY FINANCING LINE ITEM CHARGE (EFLIC) PILOT Sheet 5	32123-G
32219-G	GAS SCHEDULE G-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 1	31548-G
32220-G	GAS SCHEDULE G-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 2	31549-G
32221-G	GAS SCHEDULE G-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 3	31550-G
32222-G	GAS SCHEDULE G-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 4	31551-G
32223-G	GAS SCHEDULE G-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 5	31552-G

**ATTACHMENT 1  
Advice 3619-G**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
32224-G	GAS SCHEDULE G-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 6	32124-G
32225-G	GAS SCHEDULE G-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 7	31554-G
32226-G	GAS SAMPLE FORM 79-1156 AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Residential) Sheet 1	31623-G*
32227-G	GAS SAMPLE FORM 79-1157 AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential) Sheet 1	31555-G*
32228-G	GAS TABLE OF CONTENTS Sheet 1	32212-G
32229-G	GAS TABLE OF CONTENTS Sheet 2	32209-G
32230-G	GAS TABLE OF CONTENTS Sheet 3	32180-G
32231-G	GAS TABLE OF CONTENTS Sheet 12	32138-G



**GAS SCHEDULE G-EFLIC**  
**ENERGY FINANCING LINE ITEM CHARGE (EFLIC) PILOT**

Sheet 1

**APPLICABILITY:** This Rate Schedule is applicable to gas service to Residential Customers who meet the eligibility criteria specified in Section CUSTOMER ELIGIBILITY below, and receive service under a PG&E gas rate Schedule.

The Energy Financing Line-Item Charge (EFLIC) Pilot facilitates repayment of loans from Participating Lenders to Customers through the Customer's Energy Statement (Bill). The loans between residential Customers and Participating Lenders are used to finance the installation of energy efficiency improvements. Only payments on Eligible Loans from Participating Lenders may be incorporated into a Customer's Bill.

EFLIC is available for loans funded and closed by a Participating Lender through the Energy Efficiency Financing Pilot Program's Residential Energy Efficiency Loan Assistance Pilot (REEL) as directed by the California Public Utilities Commission (CPUC). PG&E will bill for these funded and closed loans for the duration of the loan's enrollment in the program. PG&E may cease billing Customer for Loan Charges before the final loan payment is due to the Participating Lender, as discussed in Section BILLING AND PAYMENT OF LOAN CHARGES below. (T)  
 |  
 |  
 | (T)

**DEFINITIONS:** The definitions of capitalized terms used in this Rate Schedule are either defined in this Rate Schedule, in Gas Rule 1 Definitions, or in EFLIC Regulations, as defined below. (T)  
 Unless otherwise stated, all references to "Customer" in this Rate Schedule will refer to PG&E Customers who have elected to participate in EFLIC.

**California Hub for Energy Efficiency Financing (CHEEF):** a central enabling entity through which energy users, financial institutions, energy efficiency providers, and utilities can participate in a pilot to help finance the installation of Eligible Energy Efficiency Measures (EEEMs). The CHEEF may act through agents and third-party-service providers. The CHEEF is administered by the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA), or a successor as approved by the CPUC. (T)  
 (T)  
 (N)  
 |  
 (N)

**Energy Financing Line Item Charge (EFLIC):** A process whereby charges for a Loan Agreement are included in a Customer's Bill, to be paid to PG&E with the PG&E Charges. Loan Charge payments will be forwarded to the Participating Lender. (T)  
 (T)

**EFLIC Regulations:** Requirements for participation in EFLIC will be established in the EFLIC Program Implementation Plan approved by the CPUC, and further clarified in regulations developed by the CHEEF. (T)  
 (N)  
 (N)

**Eligible Energy Efficiency Measures (EEEMs):** Improvements allowable under the Energy Efficiency Financing Pilot Program, as approved by the CPUC. EEEMs are specified in the EFLIC Regulations available on CAEATFA's website (<http://www.treasurer.ca.gov/caeatfa/cheef/reel/index.asp>), are subject to CPUC approval, and may change from time to time. (L)/(T)  
 |  
 |  
 | (L)/(T)

**Eligible Loan:** A contractual financial arrangement between a Participating Lender and a Customer for an energy efficiency upgrade enrolled in EFLIC pursuant to the regulations developed by the CHEEF, for which PG&E is collecting the payments on the Bill. EFLIC is a payment option under REEL. (T)  
 |  
 |  
 (T)

**Loan Agreement:** A written agreement between a Customer and a Participating Lender to finance Customer's purchase and installation of EEEMs at a Customer Premise owned and occupied by Customer. The named person(s) on the Eligible Loan must also be the named person(s) on the PG&E Bill on which the Eligible Loan will be repaid. (T)  
 |  
 (T)

(Continued)



**GAS SCHEDULE G-EFLIC**  
**ENERGY FINANCING LINE ITEM CHARGE (EFLIC) PILOT**

Sheet 2

DEFINITIONS: (cont'd.)	<p><b>Loan Charge:</b> Amounts due during a billing period from a Customer to a Participating Lender for an Eligible Loan, including principal and any interest, late fees, late payments, and any other fees as calculated by the Participating Lender pursuant to the Loan Agreement. (L)          I          I          (L)</p> <p><b>Participating Lender:</b> A lender approved for participation in EFLIC by the CHEEF. Participating Lenders must be approved by the CHEEF pursuant to the standards in the EFLIC Regulations, as may be modified from time to time, and must sign all agreements required by the CHEEF. (T)</p> <p><b>PG&amp;E Charges:</b> Charges rendered by PG&amp;E for electric and/or gas service, deposits and related charges approved by the CPUC. Loan Charges are not PG&amp;E Charges.</p>
TERRITORY:	EFLIC is available throughout PG&E's gas service area, subject to Participating Lender availability and participation. (T)
RATES:	All charges and provisions of the Customer's otherwise applicable rate schedule shall continue to apply. Each Loan Charge will appear as a separate line item (or multiple line items) on the Bill, as determined by the CPUC in consultation with the CHEEF. (N)
CUSTOMER ELIGIBILITY:	<p>1. Customer must apply for and accept an Eligible Loan with a Participating Lender before the end of the pilot period and authorize PG&amp;E to include the Loan Charges on his/her Bill. (T)</p> <p>2. Customers must be current on their PG&amp;E Charges (i.e. not in default or in arrears).</p> <p>3. Customer must purchase and install EEEMs funded through the Eligible Loan at a Premise owned by the Customer that is associated with the Customer's PG&amp;E Service Account. (T)</p> <p>4. If EEEMs are primarily installed to reduce usage of natural gas, Customer must be a gas transportation Customer of PG&amp;E for the Premises where the EEEMs are installed. (T) (T)</p>
BILLING AND PAYMENT OF LOAN CHARGES:	<p>1. PG&amp;E is authorized to include Loan Charges on a Bill until the Eligible Loan is fully repaid and discharged, unless otherwise instructed by the CHEEF or as provided herein. PG&amp;E will include the Loan Charges as a line item or items on the Customer's Bill as calculated and transmitted by the Participating Lender and communicated to PG&amp;E by the CHEEF. PG&amp;E may rely on instructions received from the CHEEF and its agents and is not required to verify the amount of the Loan Charges or undertake any other verification or inquiry with respect to the transactions giving rise to the Loan Charges. The Loan Charges may vary from month to month based on the Eligible Loan terms. A Participating Lender is responsible for calculating Loan Charges due and submitting that information to the CHEEF for submission to PG&amp;E. (T)          I          (T)</p>

(Continued)



**GAS SCHEDULE G-EFLIC**  
**ENERGY FINANCING LINE ITEM CHARGE (EFLIC) PILOT**

Sheet 3

BILLING AND  
 PAYMENT OF  
 LOAN CHARGES:  
 (cont'd.)

2. PG&E will include or remove Loan Charges on the Bill pursuant to instructions received from the CHEEF. Participating Lenders shall inform the CHEEF if the Customer has initiated a dispute resolution process under the terms of the Eligible Loan. The CHEEF may instruct PG&E to remove Loan Charges from the Bill pending the resolution of any dispute between a Customer and Participating Lender. Loan Charges may also be removed from the Bill by the CHEEF or PG&E if the Customer fails to pay in full the entire amount due on the Bill for two or more payments. If PG&E receives instructions from the CHEEF to remove Loan Charges, PG&E will remove such charges from the Bill no later than the second billing cycle after such instructions are received. If Loan Charges are removed from the Bill, PG&E shall promptly notify the CHEEF. All collection and enforcement action with respect to an Eligible Loan shall be and remain the responsibility of the Participating Lender. (T)  
(N)  
(N)  
(D)
3. Customer shall pay the Loan Charges along with all other charges on the Bill and in accordance with the payment terms applicable to the Bill. All payments shall be made to PG&E. PG&E will apply payment amounts according to payment prioritization rules, as described below, and forward allocated Loan Charge payments received to the CHEEF or its designee.
4. PG&E shall keep Loan Charges on the Bill, unless it is determined that the Customer's Account for all service at the site will be closed. On and after such determination, PG&E will have no further responsibility for collecting and remitting Loan Charges. (T)  
1  
(T)
5. Partial Payment: PG&E's billing system applies partial payment to the components of the bill in accordance with existing Rules. Payments will be applied to past due Loan Charges prior to any current charges. (T)  
(T)  
  
If a Customer makes only partial payment on a Bill, the partial payment will be applied to the following components of the Bill according to the order listed below:
  - a) PG&E charges, which include utility service and credit establishment charges. (T)
  - b) Energy-related charges, which include charges based on energy consumption and tariff schedules.
  - c) Other applicable products and services charges, which include all other services billed by PG&E such as Loan Charges. (T)
6. Declaration of Event of Default Under Loan Agreement: If the Participating Lender elects to declare an event of default under the Loan Agreement and demands immediate repayment of the entire principal and interest amounts outstanding (acceleration of loan repayment), the Participating Lender must immediately inform the CHEEF of such an election. The CHEEF shall instruct PG&E to remove all Loan Charges from the Bill. The Participating Lender shall be fully responsible for collecting all further amounts due under the Loan Agreement from the Customer.

(Continued)





**GAS SCHEDULE G-EFLIC**  
**ENERGY FINANCING LINE ITEM CHARGE (EFLIC) PILOT**

Sheet 4

BILLING AND  
 PAYMENT OF  
 LOAN CHARGES:  
 (cont'd.)

- 7. Customer Bankruptcy: If a Customer files a petition for bankruptcy protection under the United States Bankruptcy Code, PG&E, upon notice, shall remove all Loan Charges from the Bill. The Participating Lender shall be fully responsible for collecting all further amounts due under the Loan Agreement from the Customer.
  
- 8. Security Deposit: If Customer has or is required to provide a security deposit to establish or re-establish credit with PG&E in order to connect or reconnect service, the Loan Charges will not be included in the calculation of the security deposit pursuant to Rule 6. The Security Deposit and interest earned on the deposit, if any, will not apply to delinquent or current Loan Charges and Participating Lender will have no claim on or interest in the Security Deposit and interest earned on the deposit, if any.
  
- 9. Prepayment of Loan or Loan Charges: PG&E is not responsible for collecting, receiving or remitting any amounts to be attributable to prepayment of Customer's Eligible Loan or Loan Charges. If, in accordance with the Loan Agreement, the Customer elects to pay some or all of the outstanding Eligible Loan balance independent of the Loan Charge, the Customer is expected to send such payment directly to the Participating Lender, rather than to PG&E. If PG&E receives notification in accordance with PG&E's procedures for notification from a Customer that Customer's excess payment was intended to pre-pay all or a substantial portion of the Loan balance, PG&E shall return such excess funds to the Customer, pursuant to the processes defined in existing rules, tariffs, and procedures. (T)  
 |  
 (T)  
 (N)  
 (N)
  
- 10. In the event the Customer ceases to be the PG&E Customer of record at the Premises where the EEEMs funded by proceeds from the Eligible Loan are installed, PG&E will have no further obligation to collect the Loan Charges and will discontinue billing for Loan Charges. The obligation to pay the Loan Charge may not be transferred or assigned to the subsequent occupant of the Premise and the Customer remains obligated to pay the Eligible Loan. (T)
  
- 11. Bill Impacts: Loan Charges may increase the amount of the Bill. The Loan Charges may or may not be offset in whole or in part by a reduction in Customer's energy usage resulting from the installation of EEEMs, and Customer shall not be entitled to claim any reduction in Loan Charges based on the extent to which the installed EEEMs achieve their anticipated benefits. The Loan Charges must be paid by Customer whether or not the EEEMs result in a reduction in Customer's energy usage or in Bill savings. PG&E disclaims any warranty including warranty of merchantability or fitness for a particular purpose regarding any EEEMs. (T)  
 |  
 |  
 (T)
  
- 12. Loan Disclosures: Nothing in this Rate Schedule shall relieve Participating Lenders from any obligation by law to make disclosures or to provide periodic statements or other information to Customers with respect to Eligible Loans. PG&E assumes no responsibility with respect to such disclosures and reporting by virtue of providing billing services pursuant to this Rate Schedule.
  
- 13. PG&E may extend payment arrangements as defined by Gas Rule 11 to Customers with Loan Charges on their Bills. Any payment arrangements for Loan Charges will be according to agreements between the Participating Lender and Customer, and will not include involvement by PG&E. (N)  
 |  
 |  
 (N)

(Continued)



**GAS SCHEDULE G-EFLIC**  
**ENERGY FINANCING LINE ITEM CHARGE (EFLIC) PILOT**

Sheet 5

**REQUIRED AGREEMENTS:**

1. Loan Agreement: Customers must execute a Loan Agreement with a Participating Lender which specifies the repayment obligations in accordance with the EFLIC Regulations and any other associated agreements required by the Participating Lender. (T)
2. Customer Billing Agreement: Customers must sign an "Authorization to Add Loan Charges to Utility Bill (Residential)" (Gas/Electric Sample Form 79-1156) with PG&E that specifies the terms and conditions under which PG&E will include the Loan Charges. (T)
3. Customer must sign Gas Sample Form 79-1173 "Energy Efficiency Financing Pilot Programs Authorization or Revocation of Authorization to Release Customer Information" to provide the CHEEF authorization to access customer energy usage data.

**BILLING INQUIRIES OR DISPUTES:**

1. Customer inquiries concerning PG&E Charges should be directed to PG&E.
2. Customer inquiries concerning Loan Charges should be directed to the Participating Lender.
3. Where the Customer disputes its obligations to pay a Loan Charge, the dispute shall be resolved between the Customer and the Participating Lender and PG&E shall not be a party to the dispute. PG&E will continue to include the Loan Charges on the Bill pending dispute resolution unless otherwise instructed by the CHEEF or a court of competent jurisdiction. Customers with an EFLIC repayment dispute shall resolve it directly with PG&E or Participating Lender. If a Customer has exhausted attempts to resolve a dispute with the Participating Lender or PG&E, the Customer will be referred to the CPUC's Consumer Affairs Branch (CAB) for assistance through its dispute resolution process. Disputes with the Participating Lender regarding any terms of the Eligible Loan must be resolved directly with the Participating Lender and cannot be resolved by CAB. (T)

**LIABILITY IN CONNECTION WITH LOAN CHARGES AND CONDUCT BY PARTICIPATING LENDERS, LESSORS, CONTRACTORS, AND SERVICE PROVIDERS:**

PG&E or its agents shall not be liable to Customer for any damages caused by Participating Lender's failure to perform any commitment to the Customer or misrepresentation to the Customer. The amount of the Loan Charges shall be provided to PG&E by the CHEEF. PG&E shall not be liable to Customer if the amount of such Charges is inaccurate in any way or contains charges that are in violation of the Loan Agreement or any state or federal laws. The Participating Lender is not PG&E's agent for any purpose by virtue of the billing procedures set forth in this Rate Schedule. PG&E shall not be liable to the Customer for any damages resulting from any acts, omissions, or representations made by a Participating Lender or a contractor or service provider in connection with soliciting Customers for EEEMs or for the Eligible Loan. (T)

(Continued)



**GAS SCHEDULE G-OBR**  
**ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 1

**APPLICABILITY:** This Rate Schedule is applicable to gas service to non-residential End-Use Customers, and to residential master-metered multifamily End-Use Customers, who meet the criteria specified in Section CUSTOMER ELIGIBILITY, below, and receive service under a PG&E Gas Rate Schedule. (T)

The Energy Efficiency Financing On-Bill Repayment (OBR) Pilots facilitate billing for Eligible Loans or Leases between Customers and Participating Financial Institutions (FIs) on the Customers' Energy Statement (Bill) to finance the purchase or lease and installation of Eligible Energy Efficiency (as defined in Section DEFINITIONS, below) by Customers at the Customers' Premises. (T)

OBR is available for loans funded and closed by Participating FIs as directed by the California Public Utilities Commission (CPUC). (D)

**DEFINITIONS:** The definitions of capitalized terms used in this Rate Schedule are either defined in this Rate Schedule or are defined in Gas Rule 1, Definitions. Unless otherwise stated, all references to "Customer" in this Rate Schedule will refer to PG&E Customers who have elected to participate in OBR.

**Affordable Multi-family Building:** means a multi-family property with deed restrictions that require the owner to keep rents affordable with income qualifying households occupying at least 50% of units, and the cost of electricity/gas is absorbed in the rental for the individual dwelling unit, there is no separate identifiable charge by such customer to the tenants for electricity/gas, and the rent does not vary with electric/gas consumption.

**California Hub for Energy Efficiency Financing (CHEEF):** a central enabling entity through which energy users, financial institutions, energy efficiency providers and Participating Utilities can participate in a pilot to help finance the installation of Eligible Energy Efficiency Measures. The CHEEF may act through agents or third-party service providers. (T)

**Eligible Energy Efficiency Measures (EEEMs):** Eligible Energy Efficiency Measures as approved by the CPUC for Customers to install at the location associated with the same account to which the OBR Charges will be billed. EEEMs are specified in program regulations developed by the CHEEF, are subject to CPUC approval, and may change from time to time. Distributed generation and demand response measures are also eligible per individual pilot rules. (L)/(T)

**Eligible Lease:** A lease from a Participating Lessor to a Customer for lease of one or more EEEMs that satisfy the requirements for participation in OBR in the OBR Rules. (T)

**Eligible Loan:** A loan from a Participating Lender to a Customer for one or more EEEMs that satisfy the requirements for participation in OBR in the OBR Rules. (T)

**Lease Agreement:** An agreement between Customer and Participating Lessor to rent or lease one or more EEEMs to be installed at the Customer's Premise and recover the Lease Charges through On-Bill Repayment. (T)

**Lease Charge(s):** Amounts due during a billing period from a Customer to a Participating Lessor for an Eligible Lease, including any late fees, late payments, or any other fees as calculated by the Participating Lessor pursuant to the Lease Agreement.

(Continued)



**GAS SCHEDULE G-OBR  
 ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 2

**DEFINITIONS:**  
 (cont'd.)

**Loan Agreement:** An agreement between a Customer and a Participating Lender to finance Customer's purchase and installation of EEEMs at Customer's Premise and recover the Loan Charges through On-Bill Repayment. (L)  
 (L)/(T)  
 (L)

**Loan Charge(s):** Amounts due during a billing period from a Customer to a Participating Lender for an Eligible Loan, including any interest, late fees, late payments, and any other fees as calculated by the Participating Lender pursuant to the Loan Agreement.

**On-Bill Repayment:** A process whereby OBR Charges, are included in a Customer's Bill, paid concurrently with the Utility Charges and forwarded to the Participating FI.

**OBR Charge:** A Loan Charge and/or Lease Charge relating to work performed at the Customer Premise associated with the Customer's account and included on a Customers' Bill pursuant to the Loan or Lease Agreement.

**OBR Rules:** Rules and requirements for participation in OBR established by the CHEEF.

**Participating Financial Institution (FI):** A financial institution approved for participation in OBR by the CHEEF, which may be either a Participating Lender or Participating Lessor, as the case requires. (T)

**Participating Lender:** A lender approved for participation in OBR by the CHEEF. Participating Lenders must be approved by the CHEEF pursuant to the standards in the OBR Rules, as may be modified from time to time, and must sign all agreements required by the OBR Rules.

**Participating Lessor:** A lessor selected for participation in OBR by the CHEEF. Participating Lessors must be selected by the CHEEF pursuant to its competitive procurement process and agree to comply with standards and regulations in the OBR Rules, as may be modified from time to time, and must sign all agreements required by the OBR Rules.

**Participating Utility:** Pacific Gas and Electric Company, Southern California Edison Company, San Diego Gas & Electric Company, and/or Southern California Gas Company.

**Utility Charges:** Charges rendered by PG&E for electric and/or gas service, deposits, and related charges approved by the CPUC. OBR Charges are not Utility Charges.

**TERRITORY:**

The OBR Pilots are available throughout PG&E's gas service area, subject to the availability of Participating FIs.

**RATES:**

All charges and provisions of the Customer's otherwise applicable rate schedule shall continue to apply. Each OBR Charge will appear as a separate line item (or multiple line items) on the Bill, as determined by the CPUC in consultation with the CHEEF.

(Continued)



**GAS SCHEDULE G-OB**  
**ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 3

**CUSTOMER  
 ELIGIBILITY:**

1. Customer must have an Eligible Loan or Lease with a Participating FI and authorize PG&E to include the OBR Charge on the Bill.
2. Customers must be current on their Utility charges and OBR Charges at the time the OBR Charge is first added to the Bill (i.e., not in default or in arrears).
3. Owners of Affordable Multi-family Buildings where the electric and/or gas services are either entirely or primarily master-metered, and do not live on the Premises are eligible to participate in OBR.
4. Customer must purchase or lease and install EEEMs funded through the Eligible Loan or Lease at the Premise associated with the PG&E Service Account. (T)
5. If EEEMs are primarily installed to reduce natural gas usage, Customer must be a gas transportation customer of PG&E for the Premise where the EEEMs are installed. (T)

**BILLING AND  
 PAYMENT OF  
 OBR CHARGES:**

1. PG&E is authorized to include OBR Charge on a Bill until the Eligible Loan or Lease is fully repaid and discharged unless otherwise instructed by the CHEEF or as provided herein. Upon Customer's authorization, PG&E will include the OBR Charge as a line item or items on the Customer's Bill as calculated and transmitted by the Participating FI and communicated to PG&E by the CHEEF. PG&E may rely on instructions received from the CHEEF and its agents and is not required to verify the amount of the OBR Charge or undertake any other verification or inquiry with respect to the transactions giving rise to the OBR Charge. OBR Charges may vary from month to month based on the Eligible Loan or Lease terms.
2. PG&E will include or remove OBR Charges on the Bill only pursuant to instructions from the CHEEF or as otherwise required by law. Participating FIs shall inform the CHEEF if the Customer has initiated a dispute resolution process under the terms of the Eligible Loan or Lease. The CHEEF may instruct PG&E to remove OBR Charges from the Bill pending the resolution of any dispute between a Customer and Participating FI. If PG&E receives instructions from the CHEEF, or other court of competent jurisdiction, to remove OBR Charges, PG&E will remove such charges from the Bill no later than the second billing cycle after such instructions are received. If OBR Charges are removed from the bill, PG&E shall promptly notify the CHEEF. All collection and enforcement action with respect to an Eligible Loan or Lease shall be and remain the responsibility of the Participating FI. (N)  
(N)
3. In the event a Customer uses OBR to install EEEMs consisting of both gas and electric measures pursuant to the terms of an Eligible Loan or Lease, and is a Customer of more than one Participating Utility, then the OBR Charges attributable to such Eligible Loan or Lease will be placed on the Bill of the Participating Utility for which the greatest EEEM installed costs are expected to accrue, as determined by the CHEEF. (T)  
(T)  
(T)
4. Customer shall pay OBR Charge along with all other charges on the Bill in accordance with the payment terms applicable to the Bill. All payments shall be made to PG&E. PG&E will forward the OBR Charge payments received to the CHEEF.

(Continued)



**GAS SCHEDULE G-OBR  
 ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 4

BILLING AND  
 PAYMENT OF  
 OBR CHARGES:  
 (cont'd.)

- 5. PG&E shall keep OBR Charges on the Bill unless it is determined that the Customer's account for all service at the site will be closed. On and after such determination, PG&E will have no further responsibility for collecting and remitting OBR Charges unless the responsibility to pay such OBR Charges is assumed by a subsequent Customer at the Premises, pursuant to Section TRANSFERABILITY OF OBLIGATION TO PAY OBR CHARGES, below. (D)  
(T)  
(T)
  
- 6. Partial Payment: PG&E's billing system applies partial payment to the components of the bill using a pro rata distribution. In instances of customers making partial payments, the partial payment will be applied to the disconnectable charges, including the OBR Charge, where OBR is a disconnectable charge, and utility and other non-OBR charges in proportion to the amount owed for each. Payments will be applied to the past due OBR Charges prior to any current charges where OBR is a disconnectable charge. Non-payment of non-residential OBR Charges subject to the Customer's account to service disconnection. Residential service is not subject to disconnection for non-payment of OBR charges. (T)  
(T)  
(T)
  

A Customer's failure to pay any of the components of the Bill (other than for master-metered residential properties) will subject the Customer to service termination as set forth in Rule 11 Discontinuance and Restoration of Service.

  
- 7. Termination of Utility Service for Non Payment of OBR Charges: Unless otherwise prohibited by law, non-payment of OBR Charges by Customers other than those who reside in a residential or multi-family Premise, shall subject Customers to PG&E service disconnection, consistent with the provisions of Rule 11, Discontinuance and Restoration of Service, on the same terms and conditions under which PG&E will disconnect the Customer for failure to pay Utility Charges. PG&E will reconnect service for a CPUC-authorized service fee when the criteria for reconnection, as specified in Rule 11, have been met and delinquent OBR Charges and Utility Charges have been paid. In order to be eligible to be reconnected, Customer must only pay delinquent OBR Charges and not any accelerated balance of the Loan or Lease. Upon remedy of delinquent OBR Charges, Customers that have been terminated will also be required to meet the criteria of Rule 6, Establishment and Reestablishment of Credit. (T)
  
- 8. PG&E shall provide the CHEEF at the request of the CPUC, in consultation with the CHEEF, accurate and timely data on customer-specific collection events that PG&E initiates in keeping with Rule 11 and procedures cited above.
  
- 9. PG&E shall issue non-residential Customers with past due OBR charges notice reminding them of the liability of disconnection and a possible timeline for it. Such notice shall use the existing processes and protocols PG&E has in place for past-due notification. (T)  
(T)

(Continued)



**GAS SCHEDULE G-OB**  
**ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 5

BILLING AND  
 PAYMENT OF  
 OBR CHARGES:  
 (cont'd.)

10. Declaration of Event of Default Under Loan or Lease Agreement: If the Participating FI elects to declare an event of default under the Loan or Lease Agreement it may demand immediate repayment of the entire principal and interest amounts outstanding (acceleration of loan repayment). If the Participating FI chooses to accelerate the loan repayment, the Participating FI must instruct the CHEEF to request PG&E remove all OBR Charges from the Bill. No accelerated loan repayments shall be eligible to be serviced as an OBR Charge. The Participating FI shall be fully responsible for collecting all further amounts due under the Loan or Lease Agreement from the Customer. (T)  
(T)
11. Customer Bankruptcy: If a Customer files a petition for bankruptcy protection under the United States Bankruptcy Code, PG&E, upon notice, shall remove all OBR Charges from the Bill. If PG&E service was disconnected due to non-payment of Utility Charges or Loan Charges, service shall be reconnected if required to comply with Bankruptcy Law provided the Customer complies with Rule 6. The Participating FI shall be fully responsible for collecting all further amounts due under the Loan or Lease Agreement from the Customer.
12. Security Deposit: If Customer has or is required to provide a security deposit to establish or re-establish credit with Utility in order to connect or reconnect service, the OBR Charges will not be included in the calculation of the security deposit pursuant to Rule 6. The Security Deposit and interest earned on the deposit, if any, will not apply to delinquent or current Loan or Lease Charges and Participating Lender or Lessor will have no claim on or interest in the Security Deposit and interest earned on the deposit, if any.
13. Prepayment of OBR Charges: PG&E is not responsible for collecting, receiving or remitting any amounts to be attributable to prepayment of Customer's Eligible Loan or Lease. If, in accordance with the Loan or Lease Agreement, the Customer elects to pay some or all of the outstanding Eligible Loan or Lease balance independent of the OBR Charge, the Customer is expected to send such payment directly to the Participating FI, rather than to PG&E. If PG&E receives notification in accordance with its procedures for notification, from a Customer that the Customer's excess payment was intended to pre-pay all or a substantial portion of the Loan or Lease balance, PG&E shall return such excess funds to the Customer pursuant to the processes defined in existing rules, tariffs, and procedures. (T)  
I  
(T)  
(N)  
(N)
14. Bill Impacts: OBR Charges may increase the amount of the Bill. OBR Charges may or may not be offset in whole or in part by a reduction in Customer's energy usage resulting from the installation of EEEMs and Customer shall not be entitled to claim any reduction in OBR Charges based on the extent to which EEEMs achieve their anticipated benefits. OBR Charges must be paid by Customer whether or not the EEEMs result in a reduction in Customer's energy usage or Bill savings. PG&E disclaims any warranty including warranty of merchantability or fitness for a particular purpose regarding any EEEMs. (T)  
(T)  
(T)  
(T)
15. Loan Disclosures: Nothing in this Rate Schedule shall relieve Participating FIs from any obligation by law to make disclosures or to provide periodic statements or other information to Customers with respect to Eligible Loans and Leases. PG&E assumes no responsibility with respect to such disclosures and reporting by virtue of providing OBR services pursuant to this Rate Schedule.

(Continued)



**GAS SCHEDULE G-OB**  
**ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 6

BILLING AND  
 PAYMENT OF  
 OBR CHARGES:  
 (cont'd.)

16. Payment Arrangements: PG&E may to extend payment arrangements as defined by Rule 11 to Customers with OBR Charges on their Bills. Any payment arrangements for OBR Charges will be according to agreements between the Financial Institution and customer, and will not include involvement by the utility provider.

(T)  
 (T)

REQUIRED  
 AGREEMENTS:

1. Loan or Lease Agreement: Customers participating in an OBR Pilot must execute a Loan or Lease Agreement with a Participating FI which specifies the repayment obligations in accordance with the OBR Rules and any other associated agreements required by the FI.
2. Customer Billing Agreement: Customer is required to sign Gas/Electric Sample Form 79-1157 "Authorization to Add Loan Charges to Utility Bill (Non-Residential)" with PG&E that specifies the terms and conditions under which PG&E will include the OBR Charges, along with confirmation of PG&E's disconnection provisions.
3. Customer must sign Gas Sample Form 79-1173 "Energy Efficiency Financing Pilot Programs Authorization or Revocation of Authorization to Release Customer Information" to provide the CHEEF authorization to access customer energy usage data.

TRANSFERABILITY  
 OF OBLIGATION  
 TO PAY OBR  
 CHARGES:

1. Responsibility to pay OBR Charges may be voluntarily assumed by the subsequent customer of record at the same Premise. In order to assume OBR Charges, the subsequent customer at the same Premises must consent to assume the obligation to pay the balance due on the Eligible Loan or Lease in writing as deemed appropriate by the Participating FI and must fully execute a new Gas/Electric Sample Form 79-1157 "Authorization to Add Loan Charges to Utility Bill (Non-Residential)." whereby the subsequent customer accepts and assumes the responsibility to pay the remaining OBR Charges on the Bill. PG&E will include OBR Charges on the Bill of the subsequent customer only pursuant to instructions received from the CHEEF. At that point, the subsequent customer becomes the Customer for the purposes of this Rate Schedule.
2. In the event the Customer ceases to be the Customer of record at the Premises where the EEEMs funded by proceeds from the Eligible Loan or Lease are installed, and the subsequent customer does not assume responsibility to pay all further OBR Charges, Customer remains fully responsible for all remaining amounts due under the terms of the Eligible Loan or Lease to the Participating FI pursuant to the terms of the Loan or Lease Agreement, and PG&E will have no further obligation to collect OBR Charges.

(T)  
 (T)  
 (T)

BILLING  
 INQUIRIES OR  
 DISPUTES:

1. Customer inquiries concerning Utility Charges should be directed to PG&E.
2. Customer inquiries concerning the OBR Charges should be directed to the Participating FI.

(Continued)





**GAS SCHEDULE G-OBR  
 ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 7

BILLING  
 INQUIRIES OR  
 DISPUTES:  
 (cont'd.)

3. Where the Customer disputes its obligations to pay an OBR Charge, the dispute shall be resolved between the Customer and the Participating FI and PG&E shall not be a party to the dispute. PG&E will continue to include the OBR Charge on the Bill pending dispute resolution unless otherwise instructed by the CHEEF or court of competent jurisdiction as set forth in Section BILLING AND PAYMENT OF OBR CHARGES, paragraph 2, above. Where the Customer disputes its obligation to pay non-OBR charges, and impounds any disputed amount with the CPUC in accordance with Rule 10, Customer payments will be allocated in accordance with PG&E's rules, tariffs and procedures.
  
4. Customers with an OBR repayment dispute shall resolve it directly with PG&E or Participating FI. If a Customer subsequently contacts the CHEEF regarding the Utility billing service, the Customer will be referred to the CPUC's Consumer Affairs Branch (CAB) for assistance through its dispute resolution process. Disputes with the Participating FI regarding any terms of the Eligible Loan or Lease must be resolved directly with the Participating FI and cannot be resolved by CAB.

(T)  
 I  
 I  
 (T)

LIABILITY IN  
 CONNECTION  
 WITH OBR  
 CHARGES AND  
 CONDUCT BY  
 PARTICIPATING  
 LENDERS,  
 LESSORS,  
 CONTRACTORS,  
 AND SERVICE  
 PROVIDERS:

PG&E or its agents shall not be liable to Customer for any damages caused by Participating FI's failure to perform any commitment to the Customer or misrepresentation to the Customer. The amount of the OBR Charges shall be provided to PG&E by the CHEEF. PG&E shall not be liable to Customer if the amount of such charges is inaccurate in any way or contains charges that are in violation of the Loan or Lease Agreement or any state or federal laws. The Participating FI is not PG&E's agent for any purpose by virtue of the OBR billing procedures set forth in this Rate Schedule. PG&E shall not be liable to the Customer for any damages resulting from any acts, omissions, or representations made by a Participating FI or a contractor or service provider in connection with soliciting Customers for EEEMs or for the Eligible Loan or Lease.

(T)

(Continued)



**GAS SAMPLE FORM 79-1156** Sheet 1  
AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Residential)

Please Refer to Attached  
**Sample Form**

## **AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Residential)**

You have applied for, or have received, a loan to finance energy efficiency improvements to your residence under the Energy Efficiency Financing Program's Residential Energy Efficiency Loan Assistance Program (REEL), approved by the California Public Utilities Commission (CPUC). The loan is being made by the financial institution described below. By signing this agreement, you give your consent to allow PG&E to include monthly loan repayment charges in your monthly utility bill, pursuant to PG&E's Energy Financing Line Item Charge (EFLIC) Gas and Electric Rate Schedules, and you agree to pay those charges, on the terms described below.

Please note that this Authorization contains summary information about the EFLIC Pilot. Before you sign this document, you should first review the more detailed program rules regarding the EFLIC Pilot, developed by the California Hub for Energy Efficiency Financing (CHEEF),<sup>1</sup> and the Gas or Electric Schedule EFLIC, as approved by the CPUC.<sup>2</sup>

In this document:

**"California Hub for Energy Efficiency Financing (CHEEF)"** means a central enabling entity through which energy users, financial institutions, energy efficiency providers and Participating Utilities can participate in a pilot to help finance the installation of Eligible Energy Efficiency Measures. The CHEEF may act through agents or third-party service providers. The CHEEF is administered by the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA), or a successor as approved by the CPUC.

**"Lender"** means the financial institution shown as the Lender in the Account Information section below.

**"Loan Charges"** means any and all principal, interest and other charges and fees payable by you in connection with your loan, as determined by Lender, including fees or late or deficient payments.

**"Service Address(es)"** means the property or properties serviced by PG&E as shown in the Account Information section below, determined by Lender, including fees for late or deficient payments.

**"Work"** means the installation of eligible measures at your Service Address.

**"You"** means you, the customer(s) signing this authorization.

- 1. Authorization to Bill Loan Charges.** You authorize PG&E to include Loan Charges in your PG&E utility bills for the Service Address(es) until further notice. The Lender will determine the amount of the Loan Charge that is to be included in each bill, and PG&E will include that amount in your utility bill. PG&E does not verify the Loan Charges and other information provided by the Lender. The Loan Charges may increase or decrease from month to month based on the terms of the loan, the inclusion of late charges and interest, in accordance with the loan terms, and variations in the periods of time covered by each PG&E billing cycle.
- 2. Payment.** You agree to pay the Loan Charges along with the other charges in your utility bill by the due date for payment of the utility bill. All payments should be made to PG&E. PG&E will forward your Loan Charge payments to the Lender. If a funding account for the PG&E payment is a credit card or checking account, PG&E will not forward your payment of Loan Charges to the Lender unless that account has sufficient available credit to pay the full amount of the energy charges and the Loan Charges.
- 3. Partial Payments.** Partial payment applies to the components of the bill in accordance with existing Rules. Payments will be applied to past due Loan Charges prior to any current charges. If you make a partial payment on your utility bill, the partial payment will be applied to the following components of the utility bill in the order listed: (a) Utility charges, which include utility service and credit establishment charges; (b) Energy-related charges, which include charges based on energy consumption and tariff schedules; (c) Other applicable products and services charges, which include all other services billed by PG&E such as Loan Charges.

If you do not pay the Loan Charges in full, PG&E may elect to stop billing you for Loan Charges in which case the Lender will be responsible for collecting any unpaid Loan Charges and future loan payments from you. The Lender will notify you if PG&E ceases to include Loan Charges in your utility bill. Please note that if PG&E stops billing you for Loan Charges before the Loan is paid in full, you are still responsible for making loan payments directly to the Lender. Late payments may be subject to reporting to credit agencies by the Lender.

<sup>1</sup> Program information can be accessed on CAEATFA's website at <http://www.treasurer.ca.gov/caeatfa/cheef/reel/index.asp>.

<sup>2</sup> PG&E Rate Schedules can be accessed on PG&E's website at <http://www.pge.com/nots/rates/tariffs/>.

## **AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Residential)**

If you pay less than the total amount of your utility bill for two months, your Loan Charges may be removed from your utility bill. However, you are still responsible for paying any additional amounts due directly to your Lender.

4. **Overpayments.** Overpayments will be applied to Loan Charges and to utility and other non-Loan charges based on the amount owed for each currently or in the future, according to the priority of the components under existing rules. If you want to fully or substantially prepay Loan Charges, you must send the payment directly to the Lender, subject to Lender's terms and conditions.
5. **Billing Inquiries and Disputes.** If you have any questions about your loan or the Loan Charges, including any concerns that you may have been incorrectly charged, please contact the Lender at the number shown in the Account Information section below. Any disputes about your loan or the Loan Charges must be resolved between you and the Lender in accordance with your loan documentation and applicable law. PG&E will not be involved in resolving such disputes. Questions about the energy charges on your utility bill should be directed to PG&E at the number shown on the bill.
6. **Jurisdiction.** This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.
7. **Authorization to Release Information.** If you choose to participate in an OBR Pilot, you must also sign one additional form to allow the release of confidential information regarding your energy usage: Form 79-1173 "Energy Efficiency Financing Pilot Programs Authorization or Revocation of Authorization to Release Customer Information" to provide the CHEEF authorization to receive energy usage data. PG&E shall also provide the CHEEF at the request of the CPUC or CHEEF accurate and timely data on customer-specific collection events that PG&E initiates in keeping with Gas and Electric Rule 11 procedures. PG&E will share only customer-specific data relevant to implement this program. Participating lenders may also request that you authorize the release of additional data related to bill payment history and other aspects of your energy use.
8. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work.** Customer will be responsible for any and all losses and damage it may suffer in connection with, and any claims by third parties resulting from, the Work. Customer shall indemnify and hold harmless PG&E, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which arise from or are caused by (a) any breach of Agreement by Customer; (b) any defects or problems with the Work, or the failure of the Work to deliver any anticipated energy efficiencies; (c) Customer's failure to pay any amount due or claimed by Contractor with respect to the Work; or (d) the wrongful or negligent acts or omissions of any party (including the Contractor) in the conduct or performance of the Work.

# AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Residential)

## ACCOUNT INFORMATION *(Please Print or Type)*

### CUSTOMER DETAILS<sup>3</sup>

PG&E Account Number<sup>4</sup>: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

### LENDER AND LOAN INFORMATION

Name of Lender: \_\_\_\_\_

Address: \_\_\_\_\_

Lender's contact number: \_\_\_\_\_

Loan Number: \_\_\_\_\_

Principal amount of Loan: \_\_\_\_\_

*[other identifying information]* \_\_\_\_\_

### SERVICE ADDRESSES INCLUDED IN THIS AUTHORIZATION:

- |    |  |                                     |
|----|--|-------------------------------------|
| 1. | <div style="display: flex; justify-content: space-between;"> <span>SERVICE ADDRESS</span> <span>CITY</span> </div> | PG&E GAS/ELECTRIC SERVICE AGREEMENT |
| 2. | <div style="display: flex; justify-content: space-between;"> <span>SERVICE ADDRESS</span> <span>CITY</span> </div> | PG&E GAS/ELECTRIC SERVICE AGREEMENT |
| 3. | <div style="display: flex; justify-content: space-between;"> <span>SERVICE ADDRESS</span> <span>CITY</span> </div> | PG&E GAS/ELECTRIC SERVICE AGREEMENT |

<sup>3</sup> If there is more than one customer of record for a Service Address, all customers must complete and sign this form.

<sup>4</sup> PG&E Account Number where the Loan Charges will be billed.



# **AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Residential)**

**By signing below, You hereby authorize PG&E to add Loan Charges to Your utility bills for the Service Address(es) shown above.**

\_\_\_\_\_  
*(Authorized Customer Signature)*

\_\_\_\_\_  
*(Additional Authorized Customer Signature)*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(City and State Where Executed)*

\_\_\_\_\_  
*(City and State Where Executed)*

\_\_\_\_\_  
*(Telephone Number)*

\_\_\_\_\_  
*(Telephone Number)*

## **LENDER APPROVAL**

**Lender confirms that the Account Information shown above accords with Lender's records.**

\_\_\_\_\_  
*(Financial Institution Company Name)*

\_\_\_\_\_  
*(Authorized Signature)*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(City and State Where Executed)*

\_\_\_\_\_  
*(Telephone Number)*



**GAS SAMPLE FORM 79-1157** Sheet 1  
AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

Please Refer to Attached  
**Sample Form**

# AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

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You have applied for, or have been given, a lease or loan to finance improvements to your building under the On-Bill Repayment (OBR) Pilots, approved by the California Public Utilities Commission (CPUC). The loan or lease is being made by the financial institution described below. By signing this Authorization, you consent to allow PG&E to include monthly loan or lease repayment charges in your monthly utility bill, pursuant to PG&E's Gas and Electric Schedule OBR, and you agree to pay those charges, on the terms described below.

Please note that this Authorization contains summary information about the OBR Pilots. Before you sign this document, you should first review the more detailed program rules regarding the OBR Pilots, developed by the California Hub for Energy Efficiency Financing (CHEEF)<sup>1</sup>, and the Gas or Electric Schedule OBR, as approved by the CPUC.<sup>2</sup>

In this document:

**"California Hub for Energy Efficiency Financing (CHEEF)"** means a central enabling entity through which energy users, financial institutions, energy efficiency providers, and utilities can participate in a pilot to help finance the installation of eligible energy efficiency measures. The CHEEF may act through agents and third-party service providers. The CHEEF is administered by the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA), or a successor as approved by the CPUC.

**"Loan or Lease Charges"** means any and all principal, interest and other charges and fees payable by you in connection with your loan or lease, as determined by your Financial Institution, including fees for late or deficient payments.

**"Financial Institution"** means the lender or lessor shown in the Account Information section below.

**"Service Address(es)"** means the property or properties serviced by PG&E as shown in the Account Information section below.

**"You"** means you, the customer(s) signing this authorization.

**"Work"** means the installation of eligible measures at your Service Address.

- 1. Authorization to Bill Loan Charges.** You authorize PG&E to include Loan or Lease Charges in your PG&E bills for the Service Address(es) until further notice. The Financial Institution will determine the amount of the Loan or Lease Charge that is to be included in each bill, and PG&E will include that amount in your utility bill. PG&E does not verify the Loan or Lease Charges and other information provided by the Financial Institution. The Loan or Lease Charges may increase or decrease from month to month based on the terms of the loan or lease, the inclusion of late charges and interest, in accordance with the loan or lease terms, and variations in the periods of time covered by each PG&E billing cycle.
- 2. Payment.** You agree to pay the Loan or Lease Charges along with the other charges in your utility bill by the due date for payment of the utility bill. All payments should be made to PG&E. PG&E will forward your Loan or Lease Charge payments to the Financial Institution. If a funding account for the PG&E payment is a credit card or checking account, PG&E will not forward your payment to the Financial Institution unless that account has sufficient available credit to pay the full amount of the energy charges and the Loan or Lease Charges.
- 3. Partial Payments.** If you pay less than the total amount of your utility bill (including Loan or Lease Charges), the amount you pay will be allocated to disconnectable charges, including OBR Charges<sup>3</sup> and utility and other non-OBR charges, consistent with existing Tariffs. Non-payment of OBR charges will subject your account to service disconnection; payments will be applied to past due OBR Charges prior to any current charges.

A Customer's failure to pay any of the components (other than for master-metered residential properties) will subject the Customer to service termination as set forth in Gas and Electric Rule 11.

Please note that, if PG&E stops billing you for Loan or Lease Charges before the Loan or Lease is paid in full, you are still responsible for making loan or lease payments directly to the Financial Institution. Late payments may be subject to reporting to credit agencies by the Financial Institution.

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<sup>1</sup> Program information can be accessed on CAEATFA's website at <http://www.treasurer.ca.gov/caeatfa/cheef/reel/index.asp>.

<sup>2</sup> PG&E Rate Schedules can be accessed on PG&E's website at <http://www.pge.com/nots/rates/tariffs/>.

<sup>3</sup> OBR is not a disconnectable charge for participants of the multi-family pilot.



## AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

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4. **Overpayments.** Overpayments will be applied to OBR Charges and to utility and other non-OBR charges in proportion to the amount owed for each currently or in the future. If you want to fully or substantially prepay Loan or Lease Charges, you must send the payment directly to the Financial Institution.
5. **Billing Inquiries and Disputes.** If you have any questions about your Loan or Lease or your Loan or Lease Charges, including any concerns that you may have been incorrectly charged, please contact the Financial Institution at the number shown in the Account Information section below. Any disputes about your Loan or Lease Charges must be resolved between you and the Financial Institution in accordance with your loan or lease documentation and applicable law. PG&E will not be involved in resolving such disputes. Questions about the energy charges on your utility bill should be directed to PG&E at the number shown on the bill.
6. **Transfer of Payment Obligation:** Responsibility to pay OBR Charges may be voluntarily assumed by the subsequent customer of record at the same location. You must first obtain the permission of your Financial Institution to assign your payment obligation to the next customer who occupies the same property where the improvements were installed. If the Financial Institution and subsequent customer agree in writing to assume the charges, the new customer must also sign Gas and Electric Form 79-1157 "Authorization to Add Loan Charges to Utility Bill (Non Residential)."
7. **Service Disconnection for Non-Payment of Loan or Lease Charges (Non-Residential Customers only):** You acknowledge that non-payment of your Loan or Lease charges will result in a disconnection of your utility service consistent with the rules that generally apply to non-payment of your utility bill, until such time that your Loan or Lease payments and your utility charges are made current. Other rules for reconnection of service, including a requirement to post a security deposit, are set forth in Gas and Electric Rule 11.
8. **Jurisdiction.** This Authorization at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.
9. **Authorization to Release Information.** If you choose to participate in an OBR Pilot, you must also sign one additional form to allow the release of confidential information regarding your energy usage: *Form 79-1173 "Energy Efficiency Financing Pilot Programs Authorization or Revocation of Authorization to Release Customer Information"* to provide the CHEEF authorization to receive energy usage data. PG&E shall also provide the CHEEF at the request of the CPUC or CHEEF accurate and timely data on customer-specific collection events that PG&E initiates in keeping with Gas and Electric Rule 11 procedures. PG&E will share only customer-specific data relevant to implement this program. Participating lenders may also request that you authorize the release of additional data related to bill payment history and other aspects of your energy use.
10. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work. Customer will be responsible for any and all losses and damage it may suffer in connection with, and any claims by third parties resulting from, the Work.** Customer shall indemnify and hold harmless PG&E, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which arise from or are caused by (a) any breach of Agreement by Customer; (b) any defects or problems with the Work, or the failure of the Work to deliver any anticipated energy efficiencies; (c) Customer's failure to pay any amount due or claimed by Contractor with respect to the Work; or (d) the wrongful or negligent acts or omissions of any party (including the Contractor) in the conduct or performance of the Work.

# AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

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## ACCOUNT INFORMATION *(Please Print or Type)*

### CUSTOMER DETAILS<sup>4</sup>

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Account Number<sup>5</sup>: \_\_\_\_\_

### FINANCIAL INSTITUTION AND LOAN OR LEASE INFORMATION

Name of Financial Institution: \_\_\_\_\_

Address: \_\_\_\_\_

Contact telephone number: \_\_\_\_\_

Loan or Lease Number: \_\_\_\_\_

Principal Amount of Loan/Lease: \_\_\_\_\_

Estimated Monthly Payment/Duration: \_\_\_\_\_

*[other identifying information]* \_\_\_\_\_

### SERVICE ADDRESSES INCLUDED IN THIS AUTHORIZATION:

- |    |                 |      |                                |
|----|-----------------|------|--------------------------------|
| 1. | SERVICE ADDRESS | CITY | GAS/ELECTRIC SERVICE AGREEMENT |
| 2. | SERVICE ADDRESS | CITY | GAS/ELECTRIC SERVICE AGREEMENT |
| 3. | SERVICE ADDRESS | CITY | GAS/ELECTRIC SERVICE AGREEMENT |

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<sup>4</sup> If there is more than one customer of record for a Service Address, all customers must complete and sign this form.

<sup>5</sup> PG&E Account Number where the OBR Charges will be billed.



# AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

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By signing below, You hereby authorize PG&E to add Loan or Lease Charges to Your utility bills for the Service Address(es) shown above.

\_\_\_\_\_  
*(Authorized Customer Signature)*

\_\_\_\_\_  
*(Additional Authorized Customer Signature)*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(City and State Where Executed)*

\_\_\_\_\_  
*(City and State Where Executed)*

\_\_\_\_\_  
*(Telephone Number)*

\_\_\_\_\_  
*(Telephone Number)*

## Financial Institution Approval:

Financial Institution confirms that the Account Information shown above accords with its records.

\_\_\_\_\_  
*(Financial Institution Company Name)*

\_\_\_\_\_  
*(Authorized Signature)*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(City and State Where Executed)*

\_\_\_\_\_  
*(Telephone Number)*



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**ATTACHMENT 1  
Advice 4690-E**

**Cal P.U.C.  
Sheet No.**

**Title of Sheet**

**Cancelling Cal  
P.U.C. Sheet No.**

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**ATTACHMENT 1  
Advice 4690-E**

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**ELECTRIC SCHEDULE E-EFLIC**  
**ENERGY FINANCING LINE ITEM CHARGE (EFLIC) PILOT**

Sheet 1

**APPLICABILITY:** This Rate Schedule is applicable to electric service to Residential Customers who meet the eligibility criteria specified in Section CUSTOMER ELIGIBILITY below, and receive service under a PG&E electric rate Schedule.

The Energy Financing Line-Item Charge (EFLIC) Pilot facilitates repayment of loans from Participating Lenders to Customers through the Customer's Energy Statement (Bill). The loans between residential Customers and Participating Lenders are used to finance the installation of energy efficiency improvements. Only payments on Eligible Loans from Participating Lenders may be incorporated into a Customer's Bill.

EFLIC is available for loans funded and closed by a Participating Lender through the Energy Efficiency Financing Pilot Program's Residential Energy Efficiency Loan Assistance Pilot (REEL) as directed by the California Public Utilities Commission (CPUC). PG&E will bill for these funded and closed loans for the duration of the loan's enrollment in the program. PG&E may cease billing Customer for Loan Charges before the final loan payment is due to the Participating Lender, as discussed in Section BILLING AND PAYMENT OF LOAN CHARGES below. (T)  
 |  
 |  
 | (T)

**DEFINITIONS:** The definitions of capitalized terms used in this Rate Schedule are either defined in this Rate Schedule, in Electric Rule 1 Definitions, or in EFLIC Regulations, as defined below. Unless otherwise stated, all references to "Customer" in this Rate Schedule will refer to PG&E Customers who have elected to participate in EFLIC. (T)

**California Hub for Energy Efficiency Financing (CHEEF):** a central enabling entity through which energy users, financial institutions, energy efficiency providers, and utilities can participate in a pilot to help finance the installation of Eligible Energy Efficiency Measures (EEEMs). The CHEEF may act through agents and third-party-service providers. The CHEEF is administered by the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA), or a successor as approved by the CPUC. (T)  
 (T)  
 (N)  
 |  
 (N)

**Energy Financing Line Item Charge (EFLIC):** A process whereby charges for a Loan Agreement are included in a Customer's Bill, to be paid to PG&E with the PG&E Charges. Loan Charge payments will be forwarded to the Participating Lender. (T)  
 (T)

**EFLIC Regulations:** Requirements for participation in EFLIC will be established in the EFLIC Program Implementation Plan approved by the CPUC, and further clarified in regulations developed by the CHEEF. (T)  
 (N)  
 (N)

**Eligible Energy Efficiency Measures (EEEMs):** Improvements allowable under the Energy Efficiency Financing Pilot Program, as approved by the CPUC. EEEMs are specified in the EFLIC Regulations available on CAEATFA's website (<http://www.treasurer.ca.gov/caeatfa/cheef/reel/index.asp>), are subject to CPUC approval, and may change from time to time. (L)/(T)  
 |  
 |  
 | (L)/(T)

**Eligible Loan:** A contractual financial arrangement between a Participating Lender and a Customer for an energy efficiency upgrade enrolled in EFLIC pursuant to the regulations developed by the CHEEF, for which PG&E is collecting the payments on the Bill. EFLIC is a payment option under REEL. (T)  
 |  
 |  
 (T)

**Loan Agreement:** A written agreement between a Customer and a Participating Lender to finance Customer's purchase and installation of EEEMs at a Customer Premise owned and occupied by the Customer. The named person(s) on the Eligible Loan must also be the named person(s) on the PG&E Bill on which the Eligible Loan will be repaid. (T)  
 |  
 (T)

(Continued)



**ELECTRIC SCHEDULE E-EFLIC**  
**ENERGY FINANCING LINE ITEM CHARGE (EFLIC) PILOT**

Sheet 2

DEFINITIONS: (cont'd.)	<p><b>Loan Charge:</b> Amounts due during a billing period from a Customer to a Participating Lender for an Eligible Loan, including principal and any interest, late fees, late payments, and any other fees as calculated by the Participating Lender pursuant to the Loan Agreement. (L)          I          I          (L)</p> <p><b>Participating Lender:</b> A lender approved for participation in EFLIC by the CHEEF. Participating Lenders must be approved by the CHEEF pursuant to the standards in the EFLIC Regulations, as may be modified from time to time, and must sign all agreements required by the CHEEF. (T)</p> <p><b>PG&amp;E Charges:</b> Charges rendered by PG&amp;E for electric and/or gas service, deposits and related charges approved by the CPUC. Loan Charges are not PG&amp;E Charges.</p>
TERRITORY:	EFLIC is available throughout PG&E's electric service area, subject to Participating Lender availability and participation. (T) (T)
RATES:	All charges and provisions of the Customer's otherwise applicable rate schedule shall continue to apply. Each Loan Charge will appear as a separate line item (or multiple line items) on the Bill, as determined by the CPUC in consultation with the CHEEF. (N)
CUSTOMER ELIGIBILITY:	<p>1. Customer must apply for and accept an Eligible Loan with a Participating Lender before the end of the pilot period and authorize PG&amp;E to include the Loan Charges on his/her Bill. (T)</p> <p>2. Customers must be current on their PG&amp;E Charges (i.e. not in default or in arrears).</p> <p>3. Customer must purchase and install EEEMs funded through the Eligible Loan at a Premise owned by the Customer that is associated with the Customer's PG&amp;E Service Account. (T)</p> <p>4. If EEEMs are primarily installed to reduce electric usage, demand, Customer must be an electric distribution Customer of PG&amp;E for the Premises where the EEEMs are installed. (T)</p>
BILLING AND PAYMENT OF LOAN CHARGES:	<p>1. PG&amp;E is authorized to include Loan Charges on a Bill until the Eligible Loan is fully repaid and discharged, unless otherwise instructed by the CHEEF or as provided herein. PG&amp;E will include the Loan Charges as a line item or items on the Customer's Bill as calculated and transmitted by the Participating Lender and communicated to PG&amp;E by the CHEEF. PG&amp;E may rely on instructions received from the CHEEF and its agents and is not required to verify the amount of the Loan Charges or undertake any other verification or inquiry with respect to the transactions giving rise to the Loan Charges. The Loan Charges may vary from month to month based on the Eligible Loan terms. A Participating Lender is responsible for calculating Loan Charges due and submitting that information to the CHEEF for submission to PG&amp;E. (T)          I          (T)</p>

(Continued)



**ELECTRIC SCHEDULE E-EFLIC**  
**ENERGY FINANCING LINE ITEM CHARGE (EFLIC) PILOT**

Sheet 3

BILLING AND  
 PAYMENT OF  
 LOAN CHARGES:  
 (cont'd.)

2. PG&E will include or remove Loan Charges on the Bill pursuant to instructions received from the CHEEF. Participating Lenders shall inform the CHEEF if the Customer has initiated a dispute resolution process under the terms of the Eligible Loan. The CHEEF may instruct PG&E to remove Loan Charges from the Bill pending the resolution of any dispute between a Customer and Participating Lender. Loan Charges may also be removed from the Bill by the CHEEF or PG&E if the Customer fails to pay in full the entire amount due on the Bill for two or more payments. If PG&E receives instructions from the CHEEF to remove Loan Charges, PG&E will remove such charges from the Bill no later than the second billing cycle after such instructions are received. If Loan Charges are removed from the Bill, PG&E shall promptly notify the CHEEF. All collection and enforcement action with respect to an Eligible Loan shall be and remain the responsibility of the Participating Lender. (T)  
 (N)  
 (N)  
 (D)
  
3. Customer shall pay the Loan Charges along with all other charges on the Bill and in accordance with the payment terms applicable to the Bill. All payments shall be made to PG&E. PG&E will apply payment amounts according to payment prioritization rules, as described below, and forward allocated Loan Charge payments received to the CHEEF or its designee.
  
4. PG&E shall keep Loan Charges on the Bill, unless it is determined that the Customer's Account for all service at the site will be closed. On and after such determination, PG&E will have no further responsibility for collecting and remitting Loan Charges. (T)  
 1  
 (T)
  
5. Partial Payment: PG&E's billing system applies partial payment to the components of the bill in accordance with existing Rules. Payments will be applied to past due Loan Charges prior to any current charges. (T)  
 (T)  
 If a Customer makes only partial payment on a Bill, the partial payment will be applied to the following components of the Bill according to the order listed below:
  - a) PG&E charges, which include utility service and credit establishment charges. (T)
  - b) Energy-related charges, which include charges based on energy consumption and tariff schedules.
  - c) Other applicable products and services charges, which include all other services billed by PG&E such as Loan Charges. (T)
  
6. Declaration of Event of Default Under Loan Agreement: If the Participating Lender elects to declare an event of default under the Loan Agreement and demands immediate repayment of the entire principal and interest amounts outstanding (acceleration of loan repayment), the Participating Lender must immediately inform the CHEEF of such an election. The CHEEF shall instruct PG&E to remove all Loan Charges from the Bill. The Participating Lender shall be fully responsible for collecting all further amounts due under the Loan Agreement from the Customer.

(Continued)



**ELECTRIC SCHEDULE E-EFLIC**  
**ENERGY FINANCING LINE ITEM CHARGE (EFLIC) PILOT**

Sheet 4

BILLING AND  
 PAYMENT OF  
 LOAN CHARGES:  
 (cont'd.)

- 7. Customer Bankruptcy: If a Customer files a petition for bankruptcy protection under the United States Bankruptcy Code, PG&E, upon notice, shall remove all Loan Charges from the Bill. The Participating Lender shall be fully responsible for collecting all further amounts due under the Loan Agreement from the Customer.
  
- 8. Security Deposit: If Customer has or is required to provide a security deposit to establish or re-establish credit with PG&E in order to connect or reconnect service, the Loan Charges will not be included in the calculation of the security deposit pursuant to Rule 6. The Security Deposit and interest earned on the deposit, if any, will not apply to delinquent or current Loan Charges and Participating Lender will have no claim on or interest in the Security Deposit and interest earned on the deposit, if any.
  
- 9. Prepayment of Loan or Loan Charges: PG&E is not responsible for collecting, receiving or remitting any amounts to be attributable to prepayment of Customer's Eligible Loan or Loan Charges. If, in accordance with the Loan Agreement, the Customer elects to pay some or all of the outstanding Eligible Loan balance independent of the Loan Charge, the Customer is expected to send such payment directly to the Participating Lender, rather than to PG&E. If PG&E receives notification in accordance with PG&E's procedures for notification from a Customer that Customer's excess payment was intended to pre-pay all or a substantial portion of the Loan balance, PG&E shall return such excess funds to the Customer, pursuant to the processes defined in existing rules, tariffs, and procedures. (T)  
 |  
 (T)  
 (N)  
 (N)
  
- 10. In the event the Customer ceases to be the PG&E Customer of record at the Premises where the EEEMs funded by proceeds from the Eligible Loan are installed, PG&E will have no further obligation to collect the Loan Charges and will discontinue billing for Loan Charges. The obligation to pay the Loan Charge may not be transferred or assigned to the subsequent occupant of the Premise and the Customer remains obligated to pay the Eligible Loan. (T)
  
- 11. Bill Impacts: Loan Charges may increase the amount of the Bill. The Loan Charges may or may not be offset in whole or in part by a reduction in Customer's energy usage resulting from the installation of EEEMs and Customer shall not be entitled to claim any reduction in Loan Charges based on the extent to which the installed EEEMs achieve their anticipated benefits. The Loan Charges must be paid by Customer whether or not the EEEMs result in a reduction in Customer's energy usage in or Bill savings. PG&E disclaims any warranty including warranty of merchantability or fitness for a particular purpose regarding any EEEMs. (T)  
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 |  
 (T)
  
- 12. Loan Disclosures: Nothing in this Rate Schedule shall relieve Participating Lenders from any obligation by law to make disclosures or to provide periodic statements or other information to Customers with respect to Eligible Loans. PG&E assumes no responsibility with respect to such disclosures and reporting by virtue of providing billing services pursuant to this Rate Schedule.
  
- 13. PG&E may extend payment arrangements as defined by Electric Rule 11 to Customers with Loan Charges on their Bills. Any payment arrangements for Loan Charges will be according to agreements between the Participating Lender and Customer, and will not include involvement by PG&E. (N)  
 |  
 |  
 (N)

(Continued)



**ELECTRIC SCHEDULE E-EFLIC**  
**ENERGY FINANCING LINE ITEM CHARGE (EFLIC) PILOT**

Sheet 5

**REQUIRED AGREEMENTS:**

1. Loan Agreement: Customers must execute a Loan Agreement with a Participating Lender which specifies the repayment obligations in accordance with the EFLIC Regulations and any other associated agreements required by the Participating Lender. (T)
2. Customer Billing Agreement: Customers must sign an "Authorization to Add Loan Charges to Utility Bill (Residential)" (Gas/Electric Sample Form 79-1156) with PG&E that specifies the terms and conditions under which PG&E will include the Loan Charges. (T)
3. Customer must sign Electric Sample Form 79-1173 "Energy Efficiency Financing Pilot Programs Authorization or Revocation of Authorization to Release Customer Information" to provide the CHEEF authorization to access customer energy usage data.

**BILLING INQUIRIES OR DISPUTES:**

1. Customer inquiries concerning PG&E Charges should be directed to PG&E.
2. Customer inquiries concerning Loan Charges should be directed to the Participating Lender.
3. Where the Customer disputes its obligations to pay a Loan Charge, the dispute shall be resolved between the Customer and the Participating Lender and PG&E shall not be a party to the dispute. PG&E will continue to include the Loan Charges on the Bill pending dispute resolution unless otherwise instructed by the CHEEF or a court of competent jurisdiction. Customers with an EFLIC repayment dispute shall resolve it directly with PG&E or Participating Lender. If a Customer has exhausted attempts to resolve a dispute with the Participating Lender or PG&E, the Customer will be referred to the CPUC's Consumer Affairs Branch (CAB) for assistance through its dispute resolution process. Disputes with the Participating Lender regarding any terms of the Eligible Loan must be resolved directly with the Participating Lender and cannot be resolved by CAB. (T)

**LIABILITY IN CONNECTION WITH LOAN CHARGES AND CONDUCT BY PARTICIPATING LENDERS, LESSORS, CONTRACTORS, AND SERVICE PROVIDERS:**

PG&E or its agents shall not be liable to Customer for any damages caused by Participating Lender's failure to perform any commitment to the Customer or misrepresentation to the Customer. The amount of the Loan Charges shall be provided to PG&E by the CHEEF. PG&E shall not be liable to Customer if the amount of such Charges is inaccurate in any way or contains charges that are in violation of the Loan Agreement or any state or federal laws. The Participating Lender is not PG&E's agent for any purpose by virtue of the billing procedures set forth in this Rate Schedule. PG&E shall not be liable to the Customer for any damages resulting from any acts, omissions, or representations made by a Participating Lender or a contractor or service provider in connection with soliciting Customers for EEEMs or for the Eligible Loan. (T)

(Continued)



**ELECTRIC SCHEDULE E-OBR**  
**ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 1

APPLICABILITY:	This Rate Schedule is applicable to electric service to non-residential Customers, and to residential master-metered multifamily Customers who meet the eligibility criteria specified in Section CUSTOMER ELIGIBILITY, below, and receive service under a PG&E Electric Rate Schedule.	(T)
	The Energy Efficiency Financing On-Bill Repayment (OBR) Pilots facilitate billing for Eligible Loans or Leases between Customers and Participating Financial Institutions (FIs) on the Customers' Energy Statement (Bill) to finance the purchase or lease and installation of Eligible Energy Efficiency Measures (as defined in Section DEFINITIONS, below) by Customers at the Customers' Premises.	(T)
	OBR is available for loans, leases and other eligible charges funded and closed by Participating FIs as directed by the California Public Utilities Commission (CPUC).	(N) (D)
DEFINITIONS:	The definitions of capitalized terms used in this Rate Schedule are either defined in this Rate Schedule or are defined in Rule 1, Definitions. Unless otherwise stated, all references to "Customer" in this Rate Schedule will refer to PG&E Customers who have elected to participate in OBR.	(T)
	<b>Affordable Multi-family Building:</b> means a multi-family property with deed restrictions that require the owner to keep rents affordable with income qualifying households occupying at least 50% of units, and the cost of electricity/gas is absorbed in the rental for the individual dwelling unit, there is no separate identifiable charge by such customer to the tenants for electricity/gas, and the rent does not vary with electric/gas consumption.	
	<b>California Hub for Energy Efficiency Financing (CHEEF):</b> a central enabling entity through which energy users, financial institutions, energy efficiency providers and Participating Utilities can participate in a pilot to help finance the installation of Eligible Energy Efficiency Measures. The CHEEF may act through agents or third-party service providers. <sup>1</sup>	(T) (T) (N)
	<b>Eligible Energy Efficiency Measures (EEEMs):</b> Eligible Energy Efficiency Measures as approved by the CPUC for Customers to install at the location associated with the same account to which the OBR Charges will be billed. EEEMs are specified in program regulations developed by the CHEEF, are subject to CPUC approval, and may change from time to time. Distributed generation and demand response measures are also eligible per individual pilot rules.	(L)/(T)         (L)/(T)
	<b>Eligible Lease:</b> A lease from a Participating Lessor to a Customer for lease of one or more EEEMs that satisfy the requirements for participation in OBR in the OBR Rules.	(T)
	<b>Eligible Loan:</b> A loan from a Participating Lender to a Customer for one or more EEEMs that satisfy the requirements for participation in OBR in the OBR Rules.	(T)
	<b>Lease Agreement:</b> An agreement between Customer and Participating Lessor to rent or lease one or more EEEMs to be installed at the Customer's Premise and recover the Lease Charges through On-Bill Repayment.	(T)
	<sup>1</sup> The California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA) administers the CHEEF as part of the Energy Efficiency Financing Pilot Programs.	(N) (N)

(Continued)



**ELECTRIC SCHEDULE E-OBR  
 ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 2

**DEFINITIONS:**  
 (cont'd.)

**Lease Charge(s):** Amounts due during a billing period from a Customer to a Participating Lessor for an Eligible Lease, including any late fees, late payments, or any other fees as calculated by the Participating Lessor pursuant to the Lease Agreement. (L)

**Loan Agreement:** An agreement between a Customer and a Participating Lender to finance Customer's purchase and installation of EEEMs at Customer's Premise and recover the Loan Charges through On-Bill Repayment. (L)/(T)

**Loan Charge(s):** Amounts due during a billing period from a Customer to a Participating Lender for an Eligible Loan, including any interest, late fees, late payments, and any other fees as calculated by the Participating Lender pursuant to the Loan Agreement. (T)

**On-Bill Repayment (OBR):** A process whereby OBR Charges, are included in a Customer's Bill, paid concurrently with the Utility Charges and forwarded to the Participating FI. (T)

**OBR Charge:** A Loan Charge and/or Lease Charge relating to work performed at the Customer Premise associated with the Customer's account and included on a Customers' Bill pursuant to the Loan or Lease Agreement.

**OBR Rules:** Rules and requirements for participation in OBR established by the CHEEF.

**Participating Financial Institution (FI):** A financial institution approved for participation in OBR by the CHEEF, which may be either a Participating Lender or Participating Lessor, as the case requires. (T)

**Participating Lender:** A lender approved for participation in OBR by the CHEEF. Participating Lenders must be approved by the CHEEF pursuant to the standards in the OBR Rules, as may be modified from time to time, and must sign all agreements required by the OBR Rules.

**Participating Lessor:** A lessor selected for participation in OBR by the CHEEF. Participating Lessors must be selected by the CHEEF pursuant to its competitive procurement process and agree to comply with standards and regulations in the OBR Rules, as may be modified from time to time, and must sign all agreements required by the OBR Rules.

**Participating Utility:** Pacific Gas and Electric Company, Southern California Edison Company, San Diego Gas & Electric Company, and/or Southern California Gas Company.

**Utility Charges:** Charges rendered by PG&E for electric and/or gas service, deposits, and related charges approved by the CPUC. OBR Charges are not Utility Charges. (L)

**TERRITORY:** The OBR Pilots are available throughout PG&E's electric service area, subject to the availability of Participating FIs.

**RATES:** All charges and provisions of the Customer's otherwise applicable rate schedule shall continue to apply. Each OBR Charge will appear as a separate line item (or multiple line items) on the Bill, as determined by the CPUC in consultation with the CHEEF.

(Continued)





**ELECTRIC SCHEDULE E-OBR  
 ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 3

**CUSTOMER  
 ELIGIBILITY:**

1. Customer must have an Eligible Loan or Lease with a Participating FI and authorize PG&E to include the OBR Charge on the Bill.
2. Customers must be current on their Utility charges and OBR Charges at the time the OBR Charge is first added to the Bill (i.e., not in default or in arrears).
3. Owners of Affordable Multi-family Buildings where the electric and/or gas services are either entirely or primarily master-metered, and do not live on the Premises are eligible to participate in OBR.
4. Customer must purchase or lease and install EEEMs funded through the Eligible Loan or Lease at the Premise associated with the PG&E Service Account. (T)
5. If EEEMs are primarily installed to reduce electric usage, Customer must be an electric distribution customer of PG&E for the Premises where the EEEMs are installed. (T)

**BILLING AND  
 PAYMENT OF  
 OBR CHARGES:**

1. PG&E is authorized to include OBR Charge on a Bill until the Eligible Loan or Lease is fully repaid and discharged unless otherwise instructed by the CHEEF or as provided herein. Upon Customer's authorization, PG&E will include the OBR Charge as a line item or items on the Customer's Bill as calculated and transmitted by the Participating FI and communicated to PG&E by the CHEEF. PG&E may rely on instructions received from the CHEEF and its agents and is not required to verify the amount of the OBR Charge or undertake any other verification or inquiry with respect to the transactions giving rise to the OBR Charge. OBR Charges may vary from month to month based on the Eligible Loan or Lease terms.
2. PG&E will include or remove OBR Charges on the Bill only pursuant to instructions from the CHEEF or as otherwise required by law. Participating FIs shall inform the CHEEF if the Customer has initiated a dispute resolution process under the terms of the Eligible Loan or Lease. The CHEEF may instruct PG&E to remove OBR Charges from the Bill pending the resolution of any dispute between a Customer and Participating FI. If PG&E receives instructions from the CHEEF, or other court of competent jurisdiction, to remove OBR Charges, PG&E will remove such charges from the Bill no later than the second billing cycle after such instructions are received. If OBR Charges are removed from the bill, PG&E shall promptly notify the CHEEF. All collection and enforcement action with respect to an Eligible Loan or Lease shall be and remain the responsibility of the Participating FI. (N)
3. In the event a Customer uses OBR to install EEEMs consisting of both gas and electric measures pursuant to the terms of an Eligible Loan or Lease, and is a Customer of more than one Participating Utility, then the OBR Charges attributable to such Eligible Loan or Lease will be placed on the Bill of the Participating Utility for which the greatest EEEM installed costs are expected to accrue, as determined by the CHEEF. (T)
4. Customer shall pay OBR Charge along with all other charges on the Bill in accordance with the payment terms applicable to the Bill. All payments shall be made to PG&E. PG&E will forward the OBR Charge payments received to the CHEEF. (T)

(Continued)



**ELECTRIC SCHEDULE E-OB**  
**ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 4

BILLING AND  
 PAYMENT OF  
 OBR CHARGES:  
 (cont'd.)

- 5. PG&E shall keep OBR Charges on the Bill unless it is determined that the Customer's account for all service at the site will be closed. On and after such determination, PG&E will have no further responsibility for collecting and remitting OBR Charges unless the responsibility to pay such OBR Charges is assumed by a subsequent Customer at the Premises, pursuant to Section TRANSFERABILITY OF OBLIGATION TO PAY OBR CHARGES, below. (D)  
(T)  
(T)
  
- 6. Partial Payment: PG&E's billing system applies partial payment to the components of the bill using pro rate distribution. In instances of customers making partial payments, the partial payment will be applied to the disconnectable charges, including the OBR Charge, where OBR is a disconnectable charge, and utility and other non-OBR charges in proportion to the amount owed for each. Payments will be applied to the past due OBR Charges prior to any current charges where OBR is a disconnectable charge. Non-payment of non-residential OBR Charges subjects the Customer's account to service disconnection. Residential service is not subject to disconnection for non-payment of OBR charges. (T)  
(T)  
(T)
  

A Customer's failure to pay any of the components of the Bill (other than for master-metered residential properties) will subject the Customer to service termination as set forth in Rule 11, Discontinuance and Restoration of Service.

- 7. Termination of Utility Service for Non Payment of OBR Charges: Unless otherwise prohibited by law, non-payment of OBR Charges by Customers other than those who reside in a residential or multi-family Premise, shall subject Customers to PG&E service disconnection, consistent with the provisions of Rule 11, Discontinuance and Restoration of Service, on the same terms and conditions under which PG&E will disconnect the Customer for failure to pay Utility Charges. PG&E will reconnect service for a CPUC-authorized service fee when the criteria for reconnection, as specified in Rule 11, have been met and delinquent OBR Charges and Utility Charges have been paid. In order to be eligible to be reconnected, Customer must only pay delinquent OBR Charges and not any accelerated balance of the Loan or Lease. Upon remedy of delinquent OBR Charges, Customers that have been terminated will also be required to meet the criteria of Rule 6, Establishment and Reestablishment of Credit. (T)
  
- 8. PG&E shall provide the CHEEF at the request of the CPUC, in consultation with the CHEEF, accurate and timely data on customer-specific collection events that PG&E initiates in keeping with Rule 11 and procedures cited above.
  
- 9. PG&E shall issue non-residential Customers with past due OBR charges notice reminding them of the liability of disconnection and a possible timeline for it. Such notice shall use the existing processes and protocols PG&E has in place for past-due notification. (T)  
(T)

(Continued)



**ELECTRIC SCHEDULE E-OBR  
 ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 5

BILLING AND  
 PAYMENT OF  
 OBR CHARGES:  
 (cont'd.)

- 10. Declaration of Event of Default Under Loan or Lease Agreement: If the Participating FI elects to declare an event of default under the Loan or Lease Agreement it may demand immediate repayment of the entire principal and interest amounts outstanding (acceleration of loan repayment). If the Participating FI chooses to accelerate the loan repayment, the Participating FI must instruct the CHEEF to request PG&E remove all OBR Charges from the Bill. No accelerated loan repayments shall be eligible to be serviced as an OBR Charge. The Participating FI shall be fully responsible for collecting all further amounts due under the Loan or Lease Agreement from the Customer. (T)  
(T)
- 11. Customer Bankruptcy: If a Customer files a petition for bankruptcy protection under the United States Bankruptcy Code, PG&E, upon notice, shall remove all OBR Charges from the Bill. If PG&E service was disconnected due to non-payment of Utility Charges or Loan Charges, service shall be reconnected if required to comply with Bankruptcy Law provided the Customer complies with Rule 6. The Participating FI shall be fully responsible for collecting all further amounts due under the Loan or Lease Agreement from the Customer.
- 12. Security Deposit: If Customer has or is required to provide a security deposit to establish or re-establish credit with Utility in order to connect or reconnect service, the OBR Charges will not be included in the calculation of the security deposit pursuant to Rule 6. The Security Deposit and interest earned on the deposit, if any, will not apply to delinquent or current Loan or Lease Charges and Participating Lender or Lessor will have no claim on or interest in the Security Deposit and interest earned on the deposit, if any.
- 13. Prepayment of OBR Charges: PG&E is not responsible for collecting, receiving or remitting any amounts to be attributable to prepayment of Customer's Eligible Loan or Lease. If, in accordance with the Loan or Lease Agreement, the Customer elects to pay some or all of the outstanding Eligible Loan or Lease balance independent of the OBR Charge, the Customer is expected to send such payment directly to the Participating FI, rather than to PG&E. If PG&E receives notification in accordance with its procedures for notification, from a Customer that the Customer's excess payment was intended to pre-pay all or a substantial portion of the Loan or Lease balance, PG&E shall return such excess funds to the Customer pursuant to the processes defined in existing rules, tariffs, and procedures. (T)  
I  
(T)  
(N)  
(N)
- 14. Bill Impacts: OBR Charges may increase the amount of the Bill. OBR Charges may or may not be offset in whole or in part by a reduction in Customer's energy usage resulting from the installation of EEEMs and Customer shall not be entitled to claim any reduction in OBR Charges based on the extent to which EEEMs achieve their anticipated benefits. OBR Charges must be paid by Customer whether or not the EEEMs result in a reduction in Customer's energy usage or Bill savings. PG&E disclaims any warranty including warranty of merchantability or fitness for a particular purpose regarding any EEEMs. (T)  
(T)  
(T)  
(T)
- 15. Loan Disclosures: Nothing in this Rate Schedule shall relieve Participating FIs from any obligation by law to make disclosures or to provide periodic statements or other information to Customers with respect to Eligible Loans and Leases. PG&E assumes no responsibility with respect to such disclosures and reporting by virtue of providing OBR services pursuant to this Rate Schedule.

(Continued)



**ELECTRIC SCHEDULE E-OBR  
 ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 6

BILLING AND  
 PAYMENT OF  
 OBR CHARGES:  
 (cont'd.)

16. Payment Arrangements: PG&E may extend payment arrangements as defined by Rule 11 to Customers with OBR Charges on their Bills. Any payment arrangements for OBR Charges will be according to agreements between the Financial Institution and customer, and will not include involvement by the utility provider.

(T)  
 (T)

REQUIRED  
 AGREEMENTS:

1. Loan or Lease Agreement: Customers participating in an OBR Pilot must execute a Loan or Lease Agreement with a Participating FI which specifies the repayment obligations in accordance with the OBR Rules and any other associated agreements required by the FI.
2. Customer Billing Agreement: Customer is required to sign Gas/Electric Sample Form 79-1157 "Authorization to Add Loan Charges to Utility Bill (Non-Residential)" with PG&E that specifies the terms and conditions under which PG&E will include the OBR Charges, along with confirmation of PG&E's disconnection provisions.
3. Customer must sign Electric Sample Form 79-1173 "Energy Efficiency Financing Pilot Programs Authorization or Revocation of Authorization to Release Customer Information" to provide the CHEEF authorization to access customer energy usage data.

TRANSFERABILITY  
 OF OBLIGATION  
 TO PAY OBR  
 CHARGES:

1. Responsibility to pay OBR Charges may be voluntarily assumed by the subsequent customer of record at the same Premise. In order to assume OBR Charges, the subsequent customer at the same Premises must consent to assume the obligation to pay the balance due on the Eligible Loan or Lease in writing as deemed appropriate by the Participating FI and must fully execute a new Gas/Electric Sample Form 79-1157 "Authorization to Add Loan Charges to Utility Bill (Non-Residential)." whereby the subsequent customer accepts and assumes the responsibility to pay the remaining OBR Charges on the Bill. PG&E will include OBR Charges on the Bill of the subsequent customer only pursuant to instructions received from the CHEEF. At that point, the subsequent customer becomes the Customer for the purposes of this Rate Schedule.
2. In the event the Customer ceases to be the Customer of record at the Premises where the EEEMs funded by proceeds from the Eligible Loan or Lease are installed, and the subsequent customer does not assume responsibility to pay all further OBR Charges, Customer remains fully responsible for all remaining amounts due under the terms of the Eligible Loan or Lease to the Participating FI pursuant to the terms of the Loan or Lease Agreement, and PG&E will have no further obligation to collect OBR Charges.

(T)  
 (T)  
 (T)

BILLING  
 INQUIRIES OR  
 DISPUTES:

1. Customer inquiries concerning Utility Charges should be directed to PG&E.
2. Customer inquiries concerning the OBR Charges should be directed to the Participating FI.

(Continued)



**ELECTRIC SCHEDULE E-OBR  
 ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 7

BILLING  
 INQUIRIES OR  
 DISPUTES:  
 (cont'd.)

3. Where the Customer disputes its obligations to pay an OBR Charge, the dispute shall be resolved between the Customer and the Participating FI and PG&E shall not be a party to the dispute. PG&E will continue to include the OBR Charge on the Bill pending dispute resolution unless otherwise instructed by the CHEEF or court of competent jurisdiction as set forth in Section BILLING AND PAYMENT OF OBR CHARGES, paragraph 2, above. Where the Customer disputes its obligation to pay non-OBR charges, and impounds any disputed amount with the CPUC in accordance with Rule 10, Customer payments will be allocated in accordance with PG&E's rules, tariffs and procedures.

(T)  
 I  
 I  
 (T)

4. Customers with an OBR repayment dispute shall resolve it directly with PG&E or Participating FI. If a Customer subsequently contacts the CHEEF regarding the Utility billing service, the Customer will be referred to the CPUC's Consumer Affairs Branch (CAB) for assistance through its dispute resolution process. Disputes with the Participating FI regarding any terms of the Eligible Loan or Lease must be resolved directly with the Participating FI and cannot be resolved by CAB.

LIABILITY IN  
 CONNECTION  
 WITH OBR  
 CHARGES AND  
 CONDUCT BY  
 PARTICIPATING  
 LENDERS,  
 LESSORS,  
 CONTRACTORS,  
 AND SERVICE  
 PROVIDERS:

PG&E or its agents shall not be liable to Customer for any damages caused by Participating FI's failure to perform any commitment to the Customer or misrepresentation to the Customer. The amount of the OBR Charges shall be provided to PG&E by the CHEEF. PG&E shall not be liable to Customer if the amount of such charges is inaccurate in any way or contains charges that are in violation of the Loan or Lease Agreement or any state or federal laws. The Participating FI is not PG&E's agent for any purpose by virtue of the OBR billing procedures set forth in this Rate Schedule. PG&E shall not be liable to the Customer for any damages resulting from any acts, omissions, or representations made by a Participating FI or a contractor or service provider in connection with soliciting Customers for EEEMs or for the Eligible Loan or Lease.

(T)

(Continued)



**ELECTRIC SAMPLE FORM 79-1156** Sheet 1  
AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Residential)

Please Refer to Attached  
**Sample Form**

## **AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Residential)**

You have applied for, or have received, a loan to finance energy efficiency improvements to your residence under the Energy Efficiency Financing Program's Residential Energy Efficiency Loan Assistance Program (REEL), approved by the California Public Utilities Commission (CPUC). The loan is being made by the financial institution described below. By signing this agreement, you give your consent to allow PG&E to include monthly loan repayment charges in your monthly utility bill, pursuant to PG&E's Energy Financing Line Item Charge (EFLIC) Gas and Electric Rate Schedules, and you agree to pay those charges, on the terms described below.

Please note that this Authorization contains summary information about the EFLIC Pilot. Before you sign this document, you should first review the more detailed program rules regarding the EFLIC Pilot, developed by the California Hub for Energy Efficiency Financing (CHEEF),<sup>1</sup> and the Gas or Electric Schedule EFLIC, as approved by the CPUC.<sup>2</sup>

In this document:

**"California Hub for Energy Efficiency Financing (CHEEF)"** means a central enabling entity through which energy users, financial institutions, energy efficiency providers and Participating Utilities can participate in a pilot to help finance the installation of Eligible Energy Efficiency Measures. The CHEEF may act through agents or third-party service providers. The CHEEF is administered by the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA), or a successor as approved by the CPUC.

**"Lender"** means the financial institution shown as the Lender in the Account Information section below.

**"Loan Charges"** means any and all principal, interest and other charges and fees payable by you in connection with your loan, as determined by Lender, including fees or late or deficient payments.

**"Service Address(es)"** means the property or properties serviced by PG&E as shown in the Account Information section below, determined by Lender, including fees for late or deficient payments.

**"Work"** means the installation of eligible measures at your Service Address.

**"You"** means you, the customer(s) signing this authorization.

- 1. Authorization to Bill Loan Charges.** You authorize PG&E to include Loan Charges in your PG&E utility bills for the Service Address(es) until further notice. The Lender will determine the amount of the Loan Charge that is to be included in each bill, and PG&E will include that amount in your utility bill. PG&E does not verify the Loan Charges and other information provided by the Lender. The Loan Charges may increase or decrease from month to month based on the terms of the loan, the inclusion of late charges and interest, in accordance with the loan terms, and variations in the periods of time covered by each PG&E billing cycle.
- 2. Payment.** You agree to pay the Loan Charges along with the other charges in your utility bill by the due date for payment of the utility bill. All payments should be made to PG&E. PG&E will forward your Loan Charge payments to the Lender. If a funding account for the PG&E payment is a credit card or checking account, PG&E will not forward your payment of Loan Charges to the Lender unless that account has sufficient available credit to pay the full amount of the energy charges and the Loan Charges.
- 3. Partial Payments.** Partial payment applies to the components of the bill in accordance with existing Rules. Payments will be applied to past due Loan Charges prior to any current charges. If you make a partial payment on your utility bill, the partial payment will be applied to the following components of the utility bill in the order listed: (a) Utility charges, which include utility service and credit establishment charges; (b) Energy-related charges, which include charges based on energy consumption and tariff schedules; (c) Other applicable products and services charges, which include all other services billed by PG&E such as Loan Charges.

If you do not pay the Loan Charges in full, PG&E may elect to stop billing you for Loan Charges in which case the Lender will be responsible for collecting any unpaid Loan Charges and future loan payments from you. The Lender will notify you if PG&E ceases to include Loan Charges in your utility bill. Please note that if PG&E stops billing you for Loan Charges before the Loan is paid in full, you are still responsible for making loan payments directly to the Lender. Late payments may be subject to reporting to credit agencies by the Lender.

<sup>1</sup> Program information can be accessed on CAEATFA's website at <http://www.treasurer.ca.gov/caeatfa/cheef/reel/index.asp>.

<sup>2</sup> PG&E Rate Schedules can be accessed on PG&E's website at <http://www.pge.com/nots/rates/tariffs/>.

## **AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Residential)**

If you pay less than the total amount of your utility bill for two months, your Loan Charges may be removed from your utility bill. However, you are still responsible for paying any additional amounts due directly to your Lender.

4. **Overpayments.** Overpayments will be applied to Loan Charges and to utility and other non-Loan charges based on the amount owed for each currently or in the future, according to the priority of the components under existing rules. If you want to fully or substantially prepay Loan Charges, you must send the payment directly to the Lender, subject to Lender's terms and conditions.
5. **Billing Inquiries and Disputes.** If you have any questions about your loan or the Loan Charges, including any concerns that you may have been incorrectly charged, please contact the Lender at the number shown in the Account Information section below. Any disputes about your loan or the Loan Charges must be resolved between you and the Lender in accordance with your loan documentation and applicable law. PG&E will not be involved in resolving such disputes. Questions about the energy charges on your utility bill should be directed to PG&E at the number shown on the bill.
6. **Jurisdiction.** This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.
7. **Authorization to Release Information.** If you choose to participate in an OBR Pilot, you must also sign one additional form to allow the release of confidential information regarding your energy usage: Form 79-1173 "Energy Efficiency Financing Pilot Programs Authorization or Revocation of Authorization to Release Customer Information" to provide the CHEEF authorization to receive energy usage data. PG&E shall also provide the CHEEF at the request of the CPUC or CHEEF accurate and timely data on customer-specific collection events that PG&E initiates in keeping with Gas and Electric Rule 11 procedures. PG&E will share only customer-specific data relevant to implement this program. Participating lenders may also request that you authorize the release of additional data related to bill payment history and other aspects of your energy use.
8. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work.** Customer will be responsible for any and all losses and damage it may suffer in connection with, and any claims by third parties resulting from, the Work. Customer shall indemnify and hold harmless PG&E, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which arise from or are caused by (a) any breach of Agreement by Customer; (b) any defects or problems with the Work, or the failure of the Work to deliver any anticipated energy efficiencies; (c) Customer's failure to pay any amount due or claimed by Contractor with respect to the Work; or (d) the wrongful or negligent acts or omissions of any party (including the Contractor) in the conduct or performance of the Work.



# AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Residential)

## ACCOUNT INFORMATION *(Please Print or Type)*

### CUSTOMER DETAILS<sup>3</sup>

PG&E Account Number<sup>4</sup>: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

### LENDER AND LOAN INFORMATION

Name of Lender: \_\_\_\_\_

Address: \_\_\_\_\_

Lender's contact number: \_\_\_\_\_

Loan Number: \_\_\_\_\_

Principal amount of Loan: \_\_\_\_\_

*[other identifying information]* \_\_\_\_\_

### SERVICE ADDRESSES INCLUDED IN THIS AUTHORIZATION:

- |    |  |                                     |
|----|--|-------------------------------------|
| 1. | <div style="display: flex; justify-content: space-between;"> <span>SERVICE ADDRESS</span> <span>CITY</span> </div> | PG&E GAS/ELECTRIC SERVICE AGREEMENT |
| 2. | <div style="display: flex; justify-content: space-between;"> <span>SERVICE ADDRESS</span> <span>CITY</span> </div> | PG&E GAS/ELECTRIC SERVICE AGREEMENT |
| 3. | <div style="display: flex; justify-content: space-between;"> <span>SERVICE ADDRESS</span> <span>CITY</span> </div> | PG&E GAS/ELECTRIC SERVICE AGREEMENT |

<sup>3</sup> If there is more than one customer of record for a Service Address, all customers must complete and sign this form.

<sup>4</sup> PG&E Account Number where the Loan Charges will be billed.



# AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Residential)

By signing below, You hereby authorize PG&E to add Loan Charges to Your utility bills for the Service Address(es) shown above.

\_\_\_\_\_  
*(Authorized Customer Signature)*

\_\_\_\_\_  
*(Additional Authorized Customer Signature)*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(City and State Where Executed)*

\_\_\_\_\_  
*(City and State Where Executed)*

\_\_\_\_\_  
*(Telephone Number)*

\_\_\_\_\_  
*(Telephone Number)*

## LENDER APPROVAL

Lender confirms that the Account Information shown above accords with Lender's records.

\_\_\_\_\_  
*(Financial Institution Company Name)*

\_\_\_\_\_  
*(Authorized Signature)*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(City and State Where Executed)*

\_\_\_\_\_  
*(Telephone Number)*



**ELECTRIC SAMPLE FORM 79-1157** Sheet 1  
AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

Please Refer to Attached  
**Sample Form**

# AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

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You have applied for, or have been given, a lease or loan to finance improvements to your building under the On-Bill Repayment (OBR) Pilots, approved by the California Public Utilities Commission (CPUC). The loan or lease is being made by the financial institution described below. By signing this Authorization, you consent to allow PG&E to include monthly loan or lease repayment charges in your monthly utility bill, pursuant to PG&E's Gas and Electric Schedule OBR, and you agree to pay those charges, on the terms described below.

Please note that this Authorization contains summary information about the OBR Pilots. Before you sign this document, you should first review the more detailed program rules regarding the OBR Pilots, developed by the California Hub for Energy Efficiency Financing (CHEEF)<sup>1</sup>, and the Gas or Electric Schedule OBR, as approved by the CPUC.<sup>2</sup>

In this document:

**"California Hub for Energy Efficiency Financing (CHEEF)"** means a central enabling entity through which energy users, financial institutions, energy efficiency providers, and utilities can participate in a pilot to help finance the installation of eligible energy efficiency measures. The CHEEF may act through agents and third-party service providers. The CHEEF is administered by the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA), or a successor as approved by the CPUC.

**"Loan or Lease Charges"** means any and all principal, interest and other charges and fees payable by you in connection with your loan or lease, as determined by your Financial Institution, including fees for late or deficient payments.

**"Financial Institution"** means the lender or lessor shown in the Account Information section below.

**"Service Address(es)"** means the property or properties serviced by PG&E as shown in the Account Information section below.

**"You"** means you, the customer(s) signing this authorization.

**"Work"** means the installation of eligible measures at your Service Address.

- 1. Authorization to Bill Loan Charges.** You authorize PG&E to include Loan or Lease Charges in your PG&E bills for the Service Address(es) until further notice. The Financial Institution will determine the amount of the Loan or Lease Charge that is to be included in each bill, and PG&E will include that amount in your utility bill. PG&E does not verify the Loan or Lease Charges and other information provided by the Financial Institution. The Loan or Lease Charges may increase or decrease from month to month based on the terms of the loan or lease, the inclusion of late charges and interest, in accordance with the loan or lease terms, and variations in the periods of time covered by each PG&E billing cycle.
- 2. Payment.** You agree to pay the Loan or Lease Charges along with the other charges in your utility bill by the due date for payment of the utility bill. All payments should be made to PG&E. PG&E will forward your Loan or Lease Charge payments to the Financial Institution. If a funding account for the PG&E payment is a credit card or checking account, PG&E will not forward your payment to the Financial Institution unless that account has sufficient available credit to pay the full amount of the energy charges and the Loan or Lease Charges.
- 3. Partial Payments.** If you pay less than the total amount of your utility bill (including Loan or Lease Charges), the amount you pay will be allocated to disconnectable charges, including OBR Charges<sup>3</sup> and utility and other non-OBR charges, consistent with existing Tariffs. Non-payment of OBR charges will subject your account to service disconnection; payments will be applied to past due OBR Charges prior to any current charges.

A Customer's failure to pay any of the components (other than for master-metered residential properties) will subject the Customer to service termination as set forth in Gas and Electric Rule 11.

Please note that, if PG&E stops billing you for Loan or Lease Charges before the Loan or Lease is paid in full, you are still responsible for making loan or lease payments directly to the Financial Institution. Late payments may be subject to reporting to credit agencies by the Financial Institution.

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<sup>1</sup> Program information can be accessed on CAEATFA's website at <http://www.treasurer.ca.gov/caeatfa/cheef/reel/index.asp>.

<sup>2</sup> PG&E Rate Schedules can be accessed on PG&E's website at <http://www.pge.com/nots/rates/tariffs/>.

<sup>3</sup> OBR is not a disconnectable charge for participants of the multi-family pilot.

## AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

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4. **Overpayments.** Overpayments will be applied to OBR Charges and to utility and other non-OBR charges in proportion to the amount owed for each currently or in the future. If you want to fully or substantially prepay Loan or Lease Charges, you must send the payment directly to the Financial Institution.
5. **Billing Inquiries and Disputes.** If you have any questions about your Loan or Lease or your Loan or Lease Charges, including any concerns that you may have been incorrectly charged, please contact the Financial Institution at the number shown in the Account Information section below. Any disputes about your Loan or Lease Charges must be resolved between you and the Financial Institution in accordance with your loan or lease documentation and applicable law. PG&E will not be involved in resolving such disputes. Questions about the energy charges on your utility bill should be directed to PG&E at the number shown on the bill.
6. **Transfer of Payment Obligation:** Responsibility to pay OBR Charges may be voluntarily assumed by the subsequent customer of record at the same location. You must first obtain the permission of your Financial Institution to assign your payment obligation to the next customer who occupies the same property where the improvements were installed. If the Financial Institution and subsequent customer agree in writing to assume the charges, the new customer must also sign Gas and Electric Form 79-1157 "Authorization to Add Loan Charges to Utility Bill (Non Residential)."
7. **Service Disconnection for Non-Payment of Loan or Lease Charges (Non-Residential Customers only):** You acknowledge that non-payment of your Loan or Lease charges will result in a disconnection of your utility service consistent with the rules that generally apply to non-payment of your utility bill, until such time that your Loan or Lease payments and your utility charges are made current. Other rules for reconnection of service, including a requirement to post a security deposit, are set forth in Gas and Electric Rule 11.
8. **Jurisdiction.** This Authorization at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.
9. **Authorization to Release Information.** If you choose to participate in an OBR Pilot, you must also sign one additional form to allow the release of confidential information regarding your energy usage: *Form 79-1173 "Energy Efficiency Financing Pilot Programs Authorization or Revocation of Authorization to Release Customer Information"* to provide the CHEEF authorization to receive energy usage data. PG&E shall also provide the CHEEF at the request of the CPUC or CHEEF accurate and timely data on customer-specific collection events that PG&E initiates in keeping with Gas and Electric Rule 11 procedures. PG&E will share only customer-specific data relevant to implement this program. Participating lenders may also request that you authorize the release of additional data related to bill payment history and other aspects of your energy use.
10. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work. Customer will be responsible for any and all losses and damage it may suffer in connection with, and any claims by third parties resulting from, the Work.** Customer shall indemnify and hold harmless PG&E, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which arise from or are caused by (a) any breach of Agreement by Customer; (b) any defects or problems with the Work, or the failure of the Work to deliver any anticipated energy efficiencies; (c) Customer's failure to pay any amount due or claimed by Contractor with respect to the Work; or (d) the wrongful or negligent acts or omissions of any party (including the Contractor) in the conduct or performance of the Work.

# AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

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## ACCOUNT INFORMATION *(Please Print or Type)*

### CUSTOMER DETAILS<sup>4</sup>

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Account Number<sup>5</sup>: \_\_\_\_\_

### FINANCIAL INSTITUTION AND LOAN OR LEASE INFORMATION

Name of Financial Institution: \_\_\_\_\_

Address: \_\_\_\_\_

Contact telephone number: \_\_\_\_\_

Loan or Lease Number: \_\_\_\_\_

Principal Amount of Loan/Lease: \_\_\_\_\_

Estimated Monthly Payment/Duration: \_\_\_\_\_

*[other identifying information]* \_\_\_\_\_

### SERVICE ADDRESSES INCLUDED IN THIS AUTHORIZATION:

- |    |                 |      |                                |
|----|-----------------|------|--------------------------------|
| 1. | SERVICE ADDRESS | CITY | GAS/ELECTRIC SERVICE AGREEMENT |
| 2. | SERVICE ADDRESS | CITY | GAS/ELECTRIC SERVICE AGREEMENT |
| 3. | SERVICE ADDRESS | CITY | GAS/ELECTRIC SERVICE AGREEMENT |

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<sup>4</sup> If there is more than one customer of record for a Service Address, all customers must complete and sign this form.

<sup>5</sup> PG&E Account Number where the OBR Charges will be billed.



# AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

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By signing below, You hereby authorize PG&E to add Loan or Lease Charges to Your utility bills for the Service Address(es) shown above.

\_\_\_\_\_  
*(Authorized Customer Signature)*

\_\_\_\_\_  
*(Additional Authorized Customer Signature)*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(City and State Where Executed)*

\_\_\_\_\_  
*(City and State Where Executed)*

\_\_\_\_\_  
*(Telephone Number)*

\_\_\_\_\_  
*(Telephone Number)*

## Financial Institution Approval:

Financial Institution confirms that the Account Information shown above accords with its records.

\_\_\_\_\_  
*(Financial Institution Company Name)*

\_\_\_\_\_  
*(Authorized Signature)*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(City and State Where Executed)*

\_\_\_\_\_  
*(Telephone Number)*



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Advice 3619-G/4690-E  
August 12, 2015

## **Attachment 2**

### **Redline of Changes to Tariffs**



**GAS SCHEDULE G-EFLIC**  
**ENERGY FINANCING LINE ITEM CHARGE (EFLIC) PILOT**

Sheet 1

**APPLICABILITY:** This Rate Schedule is applicable to gas service to Residential Customers who meet the eligibility criteria specified in Section CUSTOMER ELIGIBILITY below, and receive service under a PG&E gas rate Schedule.

The Energy Financing Line-Item Charge (EFLIC) Pilot facilitates repayment of loans from Participating Lenders to Customers through the Customer's Energy Statement (Bill). The loans between residential Customers and Participating Lenders are used to finance the installation of energy efficiency improvements. Only payments on Eligible Loans from Participating Lenders may be incorporated into a Customer's Bill.

EFLIC is available for loans funded and closed by ~~the a Participating Lender~~ through the ~~Energy Efficiency Financing Pilot Program's Residential Energy Efficiency Loan Assistance Pilots (REEL) Single Family Loan Program (SFLP), on or before December 31, 2015 or as otherwise~~ directed by the California Public Utilities Commission (CPUC). PG&E will bill for these funded and closed loans for the duration of the ~~original loan's term enrollment in the program~~. PG&E's may cease billing Customer for Loan Charges before the final loan payment is due to the Participating Lender, as discussed in Section BILLING AND PAYMENT OF LOAN CHARGES below.

**DEFINITIONS:** The definitions of capitalized terms used in this Rate Schedule are either defined in this Rate Schedule, in Gas Rule 1 Definitions, or in EFLIC ~~Guidelines~~Regulations, as defined below. Unless otherwise stated, all references to "Customer" in this Rate Schedule will refer to PG&E Customers who have elected to participate in EFLIC.

**California Hub for Energy Efficiency Financing (CHEEF):** a central enabling entity through which energy users, financial institutions, energy efficiency providers, and utilities can participate in a pilot to help finance the installation of ~~Qualified Measures~~Eligible Energy Efficiency Measures (EEEMs). The CHEEF may act through agents and third-party-service providers. ~~The CHEEF is administered by the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA), or a successor as approved by the CPUC.~~

**Energy Financing Line Item Charge (EFLIC):** A process whereby charges for a Loan Agreement are included in a Customer's Bill, to be paid to PG&E with the ~~Utility PG&E~~ Charges. Loan Charge payments will be forwarded to the Participating Lender.

**EFLIC ~~Guidelines~~Regulations:** Requirements for participation in EFLIC will be established in the EFLIC Program Implementation Plan approved by the CPUC, ~~and further clarified in regulations developed by the CHEEF.~~

**~~Qualified Eligible Energy Efficiency Measures (EEEMs)~~:** Improvements allowable under ~~SFLP~~the Energy Efficiency Financing Pilot Program, as approved by the CPUC. ~~Such measures EEEMs~~ are specified in the EFLIC ~~Guidelines~~Regulations available on CAEATFA's website (<http://www.treasurer.ca.gov/caeatfa/cheef/reel/index.asp>), are subject to CPUC approval, and may change from time to time.

**Eligible Loan:** A contractual financial arrangement ~~from-between~~ a Participating Lender ~~to-and~~ a Customer for an energy efficiency upgrade ~~enrolled in the Single Family Loan Program (SFLP)~~. ~~EFLIC pursuant to the regulations developed by the CHEEF~~, for which PG&E is collecting the payments on the Bill. EFLIC is a payment option under ~~SFLPREEL~~.

**Loan Agreement:** A written agreement between a Customer and a Participating Lender to finance Customer's purchase and installation of ~~Qualified Measures~~EEEMs at

(Continued)



**GAS SCHEDULE G-EFLIC**  
**ENERGY FINANCING LINE ITEM CHARGE (EFLIC) PILOT**

Sheet 1

a Customer Premise owned and occupied by Customer. The named person(s) on the ~~loan-Eligible Loan~~ must also be the named person(s) on the PG&E Bill on which the ~~loan-Eligible Loan~~ will be repaid.

**Loan Charge:** Amounts due during a billing period from a Customer to a Participating Lender for an Eligible Loan, including principal and any interest, late fees, late payments, and any other fees as calculated by the Participating Lender pursuant to the Loan Agreement.

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**GAS SCHEDULE G-EFLIC**  
**ENERGY FINANCING LINE ITEM CHARGE (EFLIC) PILOT**

Sheet 2

**DEFINITIONS:**  
 (cont'd.)

**Participating Lender:** A lender approved for participation in EFLIC by the CHEEF. Participating Lenders must be approved by the CHEEF pursuant to the standards in the EFLIC ~~Guidelines~~Regulations, as may be modified from time to time, and must sign all agreements required by the CHEEF.

**PG&E Charges:** Charges rendered by PG&E for electric and/or gas service, deposits and related charges approved by the CPUC. Loan Charges are not PG&E Charges.

~~**Qualified Measures:** Improvements allowable under SFLP, as approved by the CPUC. Such measures are specified in the EFLIC Guidelines, are subject to CPUC approval, and may change from time to time.~~

**TERRITORY:**

EFLIC is available throughout PG&E's gas service area, subject to Participating Lender availability and participation.

**RATES:**

All charges and provisions of the Customer's otherwise applicable rate schedule shall continue to apply. Each Loan Charge will appear as a separate line item (or multiple line items) on the Bill, as determined by the CPUC in consultation with the CHEEF.

**CUSTOMER ELIGIBILITY:**

1. Customer must apply for and accept an Eligible Loan with a Participating Lender ~~during before~~ the end of the pilot period and authorize PG&E to include the Loan Charges on his/her Bill.
2. Customers must be current on their PG&E Charges (i.e. not in default or in arrears).
3. Customer must purchase and install ~~Qualified Measures~~EEEMs funded through the Eligible Loan at a Premise owned by the Customer that is associated with the Customer's PG&E Service Account.
4. If ~~Qualified Measures~~EEEMs are primarily installed to reduce usage of natural gas, Customer must be a gas transportation Customer of PG&E for the Premises where the ~~Qualified Measures~~EEEMs are installed.

**BILLING AND PAYMENT OF LOAN CHARGES:**

1. PG&E is authorized to include Loan Charges on a Bill until the Eligible Loan is fully repaid and discharged, unless otherwise instructed by the CHEEF or as provided herein. PG&E will include the Loan Charges as a line item or items on the Customer's Bill as calculated and transmitted by the Participating Lender and communicated to PG&E by the CHEEF. PG&E may rely on instructions received from the CHEEF and its agents and is not required to verify the amount of the Loan Charges or undertake any other verification or inquiry with respect to the transactions giving rise to the Loan Charges. The Loan Charges may vary from month to month based on the Eligible Loan terms. A ~~p~~Participating Lender is responsible for ~~the calculating on of~~ Loan Charges due and submitting that information to the CHEEF for submission to PG&E.

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**GAS SCHEDULE G-EFLIC  
 ENERGY FINANCING LINE ITEM CHARGE (EFLIC) PILOT**

Sheet 3

BILLING AND  
 PAYMENT OF  
 LOAN CHARGES:  
 (cont'd.)

2. PG&E will include or remove Loan Charges on the Bill pursuant to instructions received from the CHEEF. Participating Lenders shall inform the CHEEF if the Customer has initiated a dispute resolution process under the terms of the Eligible Loan. The CHEEF may instruct PG&E to remove Loan Charges from the Bill pending the resolution of any dispute between a Customer and Participating Lender. ~~A Customer Loan Charges~~ may also be removed from the ~~pilot Bill~~ by the CHEEF or PG&E if the Customer fails to pay in full the entire amount due on the Bill for two or more payments. If PG&E receives instructions from the CHEEF to remove Loan Charges, PG&E will remove such charges from the Bill no later than the second billing cycle after such instructions are received. If Loan Charges are removed from the Bill, PG&E shall promptly notify the CHEEF. All collection and enforcement action with respect to an Eligible Loan shall be and remain the responsibility of the Participating Lender. ~~If a Customer is removed from the pilot, PG&E will discontinue billing for Loan Charges. Responsibility for the collection of these delinquent charges shall be upon the Participating Lender.~~
  
3. Customer shall pay the Loan Charges along with all other charges on the Bill and in accordance with the payment terms applicable to the Bill. All payments shall be made to PG&E. PG&E will apply payment amounts according to payment prioritization rules, as described below, and forward allocated Loan Charge payments received to the CHEEF or its designee.
  
4. ~~If PG&E does not issue Customer a Bill because of either voluntary or involuntary termination of PG&E service, PG&E shall notify the CHEEF within 30 days of service disconnection. PG&E shall keep Loan Charges on the Bill, unless it is determined that the Customer's Account for all service at the site will be closed.~~ On and after such notification determination, PG&E will have no further responsibility for collecting and remitting Loan Charges.
  
5. Partial Payment: ~~Utility's PG&E's~~ billing system applies partial payment to the components of the bill in accordance with existing Rules. Payments will be applied to past due ~~EFLIC Loan~~ Charges prior to any current charges.  
  
 If a Customer makes only partial payment on a Bill, the partial payment will be applied to the following components of the Bill according to the order listed below:
  - a) ~~Utility PG&E~~ charges, which include utility service and credit establishment charges.
  - b) Energy-related charges, which include charges based on energy consumption and tariff schedules.
  - c) Other applicable products and services charges, which include all other services billed by ~~the Utility PG&E,~~ such as Loan ~~e~~Charges.
  
6. Declaration of Event of Default Under Loan Agreement: If the Participating Lender elects to declare an event of default under the Loan Agreement and demands immediate repayment of the entire principal and interest amounts outstanding (acceleration of loan repayment), the Participating Lender must immediately inform the CHEEF of such an election. The CHEEF shall instruct PG&E to remove all Loan Charges from the Bill. The Participating Lender shall be fully responsible for collecting all further amounts due under the Loan Agreement from the Customer.

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**GAS SCHEDULE G-EFLIC**  
**ENERGY FINANCING LINE ITEM CHARGE (EFLIC) PILOT**

Sheet 4

BILLING AND  
 PAYMENT OF  
 LOAN CHARGES:  
 (cont'd.)

7. Customer Bankruptcy: If a Customer files a petition for bankruptcy protection under the United States Bankruptcy Code, PG&E, upon notice, shall remove all Loan Charges from the Bill. The Participating Lender shall be fully responsible for collecting all further amounts due under the Loan Agreement from the Customer.
8. Security Deposit: If Customer has or is required to provide a security deposit to establish or re-establish credit with PG&E in order to connect or reconnect service, the Loan Charges will not be included in the calculation of the security deposit pursuant to Rule 6. The Security Deposit and interest earned on the deposit, if any, will not apply to delinquent or current Loan Charges and Participating Lender will have no claim on or interest in the Security Deposit and interest earned on the deposit, if any.
9. Prepayment of Loan or Loan Charges: PG&E is not responsible for collecting, receiving or remitting any amounts to be attributable to prepayment of Customer's Eligible Loan or Loan Charges. If, in accordance with the Loan Agreement, the Customer elects to pay some or all of the outstanding Eligible Loan balance independent of the Loan Charge, the Customer is expected to send such payment directly to the Participating Lender, rather than to PG&E. PG&E is not authorized to keep funds a customer. If PG&E receives notification in accordance with PG&E's procedures for notification from a Customer that Customer's excess payment was intended to pre-pay all or a substantial portion of the Loan balance, PG&E shall return such excess funds to the Customer, pursuant to the processes defined in existing rules, tariffs, and procedures.
10. In the event the Customer ceases to be the PG&E Customer of record at the Premises where the ~~Qualified Measures~~EEEMs funded by proceeds from the Eligible Loan are installed, PG&E will have no further obligation to collect the Loan Charges and will discontinue billing for Loan Charges. The obligation to pay the Loan Charge may not be transferred or assigned to the subsequent occupant of the Premise and the Customer remains obligated to pay the Eligible Loan.
11. Bill Impacts: Loan Charges may increase the amount of the Bill. The Loan Charges may or may not be offset in whole or in part by a reduction in Customer's energy usage resulting from the installation of ~~Qualified Measures~~EEEMs, and Customer shall not be entitled to claim any reduction in Loan Charges based on the extent to which ~~Qualified Measures~~the installed EEEMs achieve their anticipated benefits. The Loan Charges must be paid by Customer whether or not the ~~Qualified Measures~~EEEMs result in a reduction in Customer's energy usage or in Bill savings. ~~Utility~~PG&E disclaims any warranty including warranty of merchantability or fitness for a particular purpose regarding any ~~Qualified Measures~~EEEMs.
12. Loan Disclosures: Nothing in this Rate Schedule shall relieve Participating Lenders from any obligation by law to make disclosures or to provide periodic statements or other information to Customers with respect to Eligible Loans. PG&E assumes no responsibility with respect to such disclosures and reporting by virtue of providing billing services pursuant to this Rate Schedule.
13. PG&E may extend payment arrangements as defined by Electric Gas Rule 11 to Customers with Loan Charges on their Bills. Any payment arrangements for Loan Charges will be according to agreements between the Participating Lender and Customer, and will not include involvement by PG&E.

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**GAS SCHEDULE G-EFLIC**  
**ENERGY FINANCING LINE ITEM CHARGE (EFLIC) PILOT**

Sheet 5

**REQUIRED AGREEMENTS:**

1. Loan Agreement: Customers must execute a Loan Agreement with a Participating Lender which specifies the repayment obligations in accordance with the EFLIC ~~Guidelines-Regulations~~ and any other associated agreements required by the Participating Lender.
2. Customer Billing Agreement: Customers must sign an "Authorization to Add Loan Charges to Utility Bill (Residential)" (Gas/Electric Sample Form 79-1156) with PG&E that specifies the terms and conditions under which PG&E will include the Loan Charges.
3. Customer must sign Gas Sample Form 79-1173 "Energy Efficiency Financing Pilot Programs Authorization or Revocation of Authorization to Release Customer Information" to provide the CHEEF authorization to access customer energy usage data.

**BILLING INQUIRIES OR DISPUTES:**

1. Customer inquiries concerning PG&E Charges should be directed to PG&E.
2. Customer inquiries concerning Loan Charges should be directed to the Participating Lender.
3. Where the Customer disputes its obligations to pay a Loan Charge, the dispute shall be resolved between the Customer and the Participating Lender and PG&E shall not be a party to the dispute. ~~Utility-PG&E~~ will continue to include the ~~EFLIC Loan Charges~~ on the Bill pending dispute resolution unless otherwise instructed by the CHEEF or a court of competent jurisdiction. Customers with an EFLIC repayment dispute shall resolve it directly with PG&E or Participating Lender. If a Customer has exhausted attempts to resolve a dispute with the ~~Participating Lender financial institution~~ or PG&E, the Customer will be referred to the CPUC's Consumer Affairs Branch (CAB) for assistance through its dispute resolution process. Disputes with the Participating Lender regarding any terms of the Eligible Loan must be resolved directly with the Participating Lender and cannot be resolved by CAB.

**LIABILITY IN CONNECTION WITH LOAN CHARGES AND CONDUCT BY PARTICIPATING LENDERS, LESSORS, CONTRACTORS, AND SERVICE PROVIDERS:**

PG&E or its agents shall not be liable to Customer for any damages caused by Participating Lender's failure to perform any commitment to the Customer or misrepresentation to the Customer. The amount of the Loan Charges shall be provided to PG&E by the CHEEF. PG&E shall not be liable to Customer if the amount of such ~~eCharges~~ is inaccurate in any way or contains charges that are in violation of the Loan Agreement or any state or federal laws. The Participating Lender is not PG&E's agent for any purpose by virtue of the billing procedures set forth in this Rate Schedule. PG&E shall not be liable to the Customer for any damages resulting from any acts, omissions, or representations made by a Participating Lender or a contractor or service provider in connection with soliciting Customers for ~~Qualified Measures~~ ~~EEEMs~~ or for the Eligible Loan.

(Continued)

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### GAS SCHEDULE G-OBR ON-BILL REPAYMENT (OBR) PILOTS

Sheet 1

**APPLICABILITY:** This Rate Schedule is applicable to gas service to non-residential End-Use Customers, and to residential master-metered multifamily End-Use Customers, who meet the criteria specified in Section CUSTOMER ELIGIBILITY, below, and receive service under a PG&E ~~G~~gas ~~R~~rate Schedule.

The Energy Efficiency Financing On-Bill Repayment (OBR) Pilots facilitate billing for Eligible Loans or Leases between Customers and Participating Financial Institutions (FIs) on the Customers' Energy Statement (Bill) to finance the purchase or lease and installation of Qualified-Eligible Energy Efficiency Measures (as defined in Section DEFINITIONS, below) by Customers at the Customers' Premises.

OBR is available for loans funded and closed by Participating FIs ~~on or before December 31, 2015, or as otherwise~~ directed by the California Public Utilities Commission (CPUC).

**DEFINITIONS:** The definitions of capitalized terms used in this Rate Schedule are either defined in this Rate Schedule or are defined in Gas Rule 1, Definitions. Unless otherwise stated, all references to "Customer" in this Rate Schedule will refer to PG&E Customers who have elected to participate in OBR.

**Affordable Multi-family Building:** means a multi-family property with deed restrictions that require the owner to keep rents affordable with income qualifying households occupying at least 50% of units, and the cost of electricity/gas is absorbed in the rental for the individual dwelling unit, there is no separate identifiable charge by such customer to the tenants for electricity/gas, and the rent does not vary with electric/gas consumption.

**California Hub for Energy Efficiency Financing (CHEEF):** a central enabling entity through which energy users, financial institutions, energy efficiency providers and Participating Utilities can participate in a pilot to help finance the installation of Qualified Eligible Energy Efficiency Measures. The CHEEF may act through agents or third-party service providers.

~~**Qualified-Eligible Energy Efficiency Measures (EEEMs):** Eligible Energy Efficiency mMeasures included in the program implementation plans for OBR and as approved by the CPUC for Customers to install at the location associated with the same account to which the OBR Charges will be billed. Which measures qualify as Qualified MeasuresEEEMs are specified in program regulations developed by the CHEEF, isare~~ subject to CPUC approval, and may change from time to time. Distributed generation and demand response measures are also qualified-eligible per individual pilot rules.

**Eligible Lease:** A lease from a Participating Lessor to a Customer for lease of one or more ~~Qualified MeasuresEEEMs~~ that satisfy the requirements for participation in OBR in the OBR Rules.

**Eligible Loan:** A loan from a Participating Lender to a Customer for one or more ~~Qualified MeasureEEEMs~~ that satisfy the requirements for participation in OBR in the OBR Rules.

**Lease Agreement:** An agreement between Customer and Participating Lessor to rent or lease one or more ~~Qualified MeasuresEEEMs~~ to be installed at the Customer's Premise and recover the Lease Charges through On-Bill Repayment.

**Lease Charge(s):** Amounts due during a billing period from a Customer to a

(Continued)



**GAS SCHEDULE G-OBR  
ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 1

Participating Lessor for an Eligible Lease, including any late fees, late payments, or any other fees as calculated by the Participating Lessor pursuant to the Lease Agreement.

**Loan Agreement:** An agreement between a Customer and a Participating Lender to finance Customer's purchase and installation of ~~Qualified Measures~~ **EEMs** at Customer's Premise and recover the Loan Charges through On-Bill Repayment.

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**GAS SCHEDULE G-OBR  
ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 2

DEFINITIONS:  
(cont'd.)

**Loan Charge(s):** Amounts due during a billing period from a Customer to a Participating Lender for an Eligible Loan, including any interest, late fees, late payments, and any other fees as calculated by the Participating Lender pursuant to the Loan Agreement.

**On-Bill Repayment:** A process whereby OBR Charges, are included in a Customer's Bill, paid concurrently with the Utility Charges and forwarded to the Participating FI.

**OBR Charge:** A Loan Charge and/or Lease Charge relating to work performed at the Customer Premise associated with the Customer's account and included on a Customers' Bill pursuant to the Loan or Lease Agreement.

**OBR Rules:** Rules and requirements for participation in OBR established by the CHEEF.

**Participating ~~Financial Institution (FI)~~:** A financial institution approved for participation in OBR by the CHEEF, which may be either a Participating Lender or Participating Lessor, as the case requires.

**Participating Lender:** A lender approved for participation in OBR by the CHEEF. Participating Lenders must be approved by the CHEEF pursuant to the standards in the OBR Rules, as may be modified from time to time, and must sign all agreements required by the OBR Rules.

**Participating Lessor:** A lessor selected for participation in OBR by the CHEEF. Participating Lessors must be selected by the CHEEF pursuant to its competitive procurement process and agree to comply with standards and regulations in the OBR Rules, as may be modified from time to time, and must sign all agreements required by the OBR Rules.

**Participating Utility:** Pacific Gas and Electric Company, Southern California Edison Company, San Diego Gas & Electric Company, and/or Southern California Gas Company.

~~**Qualified Measures:** Energy Efficiency measures included in the program implementation plans for OBR and approved by the CPUC for Customers to install at the location associated with the same account to which the OBR Charges will be billed. Which measures qualify as Qualified Measures is subject to CPUC approval, and may change from time to time. Distributed generation and demand response measures are also qualified per individual pilot rules.~~

**Utility Charges:** Charges rendered by PG&E for electric and/or gas service, deposits, and related charges approved by the CPUC. OBR Charges are not Utility Charges.

TERRITORY:

The OBR Pilots are available throughout PG&E's gas service area, subject to the availability of Participating FIs.

RATES:

All charges and provisions of the Customer's otherwise applicable rate schedule shall continue to apply. Each OBR Charge will appear as a separate line item (or multiple line items) on the Bill, as determined by the CPUC in consultation with the CHEEF.

(Continued)



**GAS SCHEDULE G-OBR  
 ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 3

**CUSTOMER  
 ELIGIBILITY:**

1. Customer must have an Eligible Loan or Lease with a Participating FI and authorize PG&E to include the OBR Charge on the Bill.
2. Customers must be current on their Utility charges and OBR Charges at the time the OBR Charge is first added to the Bill (i.e., not in default or in arrears).
3. Owners of Affordable Multi-family Buildings where the electric and/or gas services are either entirely or primarily master-metered, and do not live on the Premises are eligible to participate in OBR.
4. Customer must purchase or lease and install ~~Qualified Measures~~EEEMs funded through the Eligible Loan or Lease at the Premise associated with the PG&E Service Account.
5. If ~~Qualified Measures~~EEEMs are primarily installed to reduce natural gas usage, Customer must be a gas transportation customer of PG&E for the Premise where the ~~Qualified Measures~~EEEMs are installed.

**BILLING AND  
 PAYMENT OF  
 OBR CHARGES:**

1. PG&E is authorized to include OBR Charge on a Bill until the Eligible Loan or Lease is fully repaid and discharged unless otherwise instructed by the CHEEF or as provided herein. Upon Customer's authorization, PG&E will include the OBR Charge as a line item or items on the Customer's Bill as calculated and transmitted by the Participating FI and communicated to PG&E by the CHEEF. PG&E may rely on instructions received from the CHEEF and its agents and is not required to verify the amount of the OBR Charge or undertake any other verification or inquiry with respect to the transactions giving rise to the OBR Charge. OBR Charges may vary from month to month based on the Eligible Loan or Lease terms.
2. PG&E will include or remove OBR Charges on the Bill only pursuant to instructions from the CHEEF or as otherwise required by law. Participating FIs shall inform the CHEEF if the Customer has initiated a dispute resolution process under the terms of the Eligible Loan or Lease. The CHEEF may instruct PG&E to remove OBR Charges from the Bill pending the resolution of any dispute between a Customer and Participating FI. If PG&E receives instructions from the CHEEF, or other court of competent jurisdiction, to remove OBR Charges, PG&E will remove such charges from the Bill no later than the second billing cycle after such instructions are received. If OBR Charges are removed from the bill, PG&E shall promptly notify the CHEEF. All collection and enforcement action with respect to an Eligible Loan or Lease shall be and remain the responsibility of the Participating FI.
3. In the event a Customer uses OBR to install ~~Qualified Measures~~EEEMs consisting of both gas and electric measures pursuant to the terms of an Eligible Loan or Lease, and is a Customer of more than one Participating Utility, then the OBR Charges attributable to such Eligible Loan or Lease will be placed on the Bill of the Participating Utility for which the greatest ~~savings-EEEM installed costs~~ are expected to accrue, as determined by the ~~Participating Utilities~~CHEEF.
4. Customer shall pay OBR Charge along with all other charges on the Bill in accordance with the payment terms applicable to the Bill. All payments shall be made to PG&E. PG&E will forward the OBR Charge payments received to the CHEEF.

(Continued)

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**GAS SCHEDULE G-OBR  
 ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 4

BILLING AND  
 PAYMENT OF  
 OBR CHARGES:  
 (cont'd.)

5. ~~If PG&E does not issue Customer a Bill because of either voluntary or involuntary termination of PG&E service, PG&E shall notify the CHEEF within 10 days of service termination, unless the CPUC, in consultation with the CHEEF, determines that a later date is sufficient. In the case of involuntary service termination not associated with non-payment provided in Rule 11,~~ PG&E shall keep OBR eCharges on the Bill unless it is determined that the eCustomer's ~~will close its~~ account for all service at the site will be closed. On and after such ~~notification~~determination, PG&E will have no further responsibility for collecting and remitting OBR Charges unless the responsibility to pay such OBR Charges is assumed by a subsequent Customer at the Premises, pursuant to Section TRANSFERABILITY OF OBLIGATION TO PAY OBR CHARGES, below.
  
6. Partial Payment: PG&E's billing system applies partial payment to the components of the bill using a pro rata distribution. In instances of customers making partial payments, the partial payment will be applied to the disconnectable charges, including the OBR Charge, where OBR is a disconnectable charge, and utility and other non-OBR charges in proportion to the amount owed for each. Payments will be applied to the past due OBR Charges prior to any current charges where OBR is a disconnectable charge. Non-payment of non-residential OBR Charges subjects the Customer's account to service disconnection. Residential service is not subject to disconnection for non-payment of OBR charges.  
  
 A Customer's failure to pay any of the components of the Bill (other than for master-metered residential properties) will subject the Customer to service termination as set forth in Rule 11 Discontinuance and Restoration of Service.
  
7. Termination of Utility Service for Non Payment of OBR Charges: Unless otherwise prohibited by law, non-payment of OBR Charges by Customers other than those who reside in a residential or multi-family Premise, shall subject Customers to PG&E service disconnection, consistent with the provisions of Rule 11, Discontinuance and Restoration of Service, on the same terms and conditions under which ~~Utility PG&E~~ will disconnect the Customer for failure to pay Utility Charges. PG&E will reconnect service for a CPUC-authorized service fee when the criteria for reconnection, as specified in Rule 11, have been met and delinquent OBR Charges and Utility Charges have been paid. In order to be eligible to be reconnected, Customer must only pay delinquent OBR Charges and not any accelerated balance of the Loan or Lease. Upon remedy of delinquent OBR Charges, Customers that have been terminated will also be required to meet the criteria of Rule 6, Establishment and Reestablishment of Credit.
  
8. PG&E shall provide the CHEEF at the request of the CPUC, in consultation with the CHEEF, accurate and timely data on customer-specific collection events that PG&E initiates in keeping with Rule 11 and procedures cited above.
  
9. ~~Per the CHEEF's request,~~ PG&E shall issue non-residential Customers with past due OBR charges a notice ~~specific to OBR Customers~~ reminding them of the liability of disconnection and a possible timeline for it. ~~Such notice shall use in~~ coordination with the existing processes and protocols PG&E has in place for past-due notification.

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**GAS SCHEDULE G-OBR  
 ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 5

BILLING AND  
 PAYMENT OF  
 OBR CHARGES:  
 (cont'd.)

10. Declaration of Event of Default Under Loan or Lease Agreement: If the Participating FI elects to declare an event of default under the Loan or Lease Agreement it may demand immediate repayment of the entire principal and interest amounts outstanding (acceleration of loan repayment). If the Participating FI chooses to accelerate the loan repayment, the Participating FI must instruct the CHEEF to request PG&E remove all OBR Charges from the Bill. No accelerated loan repayments shall be eligible to be serviced as an OBR Charge. The Participating FI shall be fully responsible for collecting all further amounts due under the Loan or Lease Agreement from the Customer.
11. Customer Bankruptcy: If a Customer files a petition for bankruptcy protection under the United States Bankruptcy Code, PG&E, upon notice, shall remove all OBR Charges from the Bill. If PG&E service was disconnected due to non-payment of Utility Charges or Loan Charges, service shall be reconnected if required to comply with Bankruptcy Law provided the Customer complies with Rule 6. The Participating FI shall be fully responsible for collecting all further amounts due under the Loan or Lease Agreement from the Customer.
12. Security Deposit: If Customer has or is required to provide a security deposit to establish or re-establish credit with Utility in order to connect or reconnect service, the OBR Charges will not be included in the calculation of the security deposit pursuant to Rule 6. The Security Deposit and interest earned on the deposit, if any, will not apply to delinquent or current Loan or Lease Charges and Participating Lender or Lessor will have no claim on or interest in the Security Deposit and interest earned on the deposit, if any.
13. Prepayment of OBR Charges: PG&E is not responsible for collecting, receiving or remitting any amounts to be attributable to prepayment of Customer's Eligible Loan or Lease. If, in accordance with the Loan or Lease Agreement, the Customer elects to pay some or all of the outstanding Eligible Loan or Lease balance independent of the OBR Charge, the Customer is expected to send such payment directly to the Participating FI, rather than to PG&E. If PG&E receives notification in accordance with its procedures for notification, from a Customer that the Customer's excess payment was PG&E is not authorized to keep funds a customer intended to pre-pay all or a substantial portion of the Loan or Lease balance, PG&E shall return such excess funds to the Customer pursuant to the processes defined in existing rules, tariffs, and procedures.
14. Bill Impacts: OBR Charges may increase the amount of the Bill. OBR Charges may or may not be offset in whole or in part by a reduction in Customer's energy usage resulting from the installation of Qualified MeasuresEEEMs and Customer shall not be entitled to claim any reduction in OBR Charges based on the extent to which Qualified MeasuresEEEMs achieve their anticipated benefits. OBR Charges must be paid by Customer whether or not the Qualified MeasuresEEEMs result in a reduction in Customer's energy usage or Bill savings. PG&E disclaims any warranty including warranty of merchantability or fitness for a particular purpose regarding any Qualified MeasuresEEEMs.
15. Loan Disclosures: Nothing in this Rate Schedule shall relieve Participating FIs from any obligation by law to make disclosures or to provide periodic statements or other information to Customers with respect to Eligible Loans and Leases. PG&E assumes no responsibility with respect to such disclosures and reporting by virtue of providing OBR services pursuant to this Rate Schedule.

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**GAS SCHEDULE G-OB**  
**ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 6

BILLING AND  
 PAYMENT OF  
 OBR CHARGES:  
 (cont'd.)

16. Payment Arrangements: PG&E may extend payment arrangements as defined by Rule 11 to Customers with OBR Charges on their Bills, ~~according to the specific directions provided by the master servicer on behalf of the CHEEF in consultation with the CPUC. Such~~ Any payment arrangements for OBR Charges will be according to agreements ~~directly~~ between the Financial Institution and customer, and will not include involvement by the utility provider.

REQUIRED  
 AGREEMENTS:

1. Loan or Lease Agreement: Customers participating in an OBR Pilot must execute a Loan or Lease Agreement with a Participating FI which specifies the repayment obligations in accordance with the OBR Rules and any other associated agreements required by the FI.
2. Customer Billing Agreement: Customer is required to sign Gas/Electric Sample Form 79-1157 "Authorization to Add Loan Charges to Utility Bill (Non-Residential)" with PG&E that specifies the terms and conditions under which PG&E will include the OBR Charges, along with confirmation of PG&E's disconnection provisions.
3. Customer must sign Gas Sample Form 79-1173 "Energy Efficiency Financing Pilot Programs Authorization or Revocation of Authorization to Release Customer Information" to provide the CHEEF authorization to access customer energy usage data.

TRANSFERABILITY  
 OF OBLIGATION  
 TO PAY OBR  
 CHARGES:

1. Responsibility to pay OBR Charges may be voluntarily assumed by the subsequent customer of record at the same Premise. In order to assume OBR Charges, the subsequent customer at the same Premises must consent to assume the obligation to pay the balance due on the Eligible Loan or Lease in a writing as deemed appropriate by the Participating FI and must fully execute a new Gas/Electric Sample Form 79-1157 "Authorization to Add Loan Charges to Utility Bill (Non-Residential)." whereby the subsequent customer accepts and assumes the responsibility to pay the remaining OBR Charges on the Bill. ~~Utility~~ PG&E will include OBR Charges on the Bill of the subsequent customer only pursuant to instructions received from the CHEEF. At that point, the subsequent customer becomes the Customer for the purposes of this Rate Schedule.
2. In the event the Customer ceases to be the Customer of record at the Premises where the ~~Qualified Measures~~ EEEMs funded by proceeds from the Eligible Loan or Lease are installed, and the subsequent customer does not assume responsibility to pay all further OBR Charges, Customer remains fully responsible for all remaining amounts due under the terms of the Eligible Loan or Lease to the Participating FI pursuant to the terms of the Loan or Lease Agreement, and PG&E will have no further obligation to collect OBR Charges.

BILLING  
 INQUIRIES OR  
 DISPUTES:

1. Customer inquiries concerning Utility Charges should be directed to PG&E.
2. Customer inquiries concerning the OBR Charges should be directed to the Participating FI.

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**GAS SCHEDULE G-OBR  
ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 7

BILLING  
INQUIRIES OR  
DISPUTES:  
(cont'd.)

3. Where the Customer disputes its obligations to pay an OBR Charge, the dispute shall be resolved between the Customer and the Participating FI and PG&E shall not be a party to the dispute. PG&E will continue to include the OBR Charge on the Bill pending dispute resolution unless otherwise instructed by the CHEEF or court of competent jurisdiction as set forth in Section BILLING AND PAYMENT OF OBR CHARGES, paragraph 2, above. Where the eCustomer disputes its obligation to pay non-OBR charges, and impounds any disputed amount with the ~~Commission-CPUC~~ in accordance with Rule 10, eCustomer payments ~~for OBR charges~~ will be allocated in accordance with PG&E's rules, tariffs and procedures, to the non-disputed charges including the OBR charges consistent with the payment process used for current payments.
4. Customers with an OBR repayment dispute shall resolve it directly with PG&E or Participating FI. If a Customer subsequently contacts the CHEEF regarding the Utility billing service, the Customer will be referred to the CPUC's Consumer Affairs Branch (CAB) for assistance through its dispute resolution process. Disputes with the Participating FI regarding any terms of the Eligible Loan or Lease must be resolved directly with the Participating FI and cannot be resolved by CAB.

LIABILITY IN  
CONNECTION  
WITH OBR  
CHARGES AND  
CONDUCT BY  
PARTICIPATING  
LENDERS,  
LESSORS,  
CONTRACTORS,  
AND SERVICE  
PROVIDERS:

PG&E or its agents shall not be liable to Customer for any damages caused by Participating FI's failure to perform any commitment to the Customer or misrepresentation to the Customer. The amount of the OBR Charges shall be provided to PG&E by the CHEEF. PG&E shall not be liable to Customer if the amount of such charges is inaccurate in any way or contains charges that are in violation of the Loan or Lease Agreement or any state or federal laws. The Participating FI is not PG&E's agent for any purpose by virtue of the OBR billing procedures set forth in this Rate Schedule. PG&E shall not be liable to the Customer for any damages resulting from any acts, omissions, or representations made by a Participating FI or a contractor or service provider in connection with soliciting Customers for ~~Qualified Measures~~EEEMs or for the Eligible Loan or Lease.

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## ELECTRIC SCHEDULE E-EFLIC ENERGY FINANCING LINE ITEM CHARGE (EFLIC) PILOT

Sheet 1

**APPLICABILITY:** This Rate Schedule is applicable to electric service to Residential Customers who meet the eligibility criteria specified in Section CUSTOMER ELIGIBILITY below, and receive service under a PG&E electric rate Schedule.

The Energy Financing Line-Item Charge (EFLIC) Pilot facilitates repayment of loans from Participating Lenders to Customers through the Customer's Energy Statement (Bill). The loans between residential Customers and Participating Lenders are used to finance the installation of energy efficiency improvements. Only payments on Eligible Loans from Participating Lenders may be incorporated into a Customer's Bill.

EFLIC is available for loans funded and closed by ~~the a Participating L~~ender through the Energy Efficiency Financing Pilot Program's Residential Energy Efficiency Loan Assistance Pilots (REEL)-Single Family Loan Program (SFLP), on or before December 31, 2015 or as otherwise directed by the California Public Utilities Commission (CPUC). PG&E will bill for these funded and closed loans for the duration of the original loan's term enrollment in the program. PG&E may cease billing Customer for Loan Charges before the final loan payment is due to the Participating Lender, as discussed in Section BILLING AND PAYMENT OF LOAN CHARGES below.

**DEFINITIONS:** The definitions of capitalized terms used in this Rate Schedule are either defined in this Rate Schedule, in Electric Rule 1 Definitions, or in EFLIC GuidelinesRegulations, as defined below. Unless otherwise stated, all references to "Customer" in this Rate Schedule will refer to PG&E Customers who have elected to participate in EFLIC.

**California Hub for Energy Efficiency Financing (CHEEF):** a central enabling entity through which energy users, financial institutions, energy efficiency providers, and utilities can participate in a pilot to help finance the installation of Qualified MeasuresEligible Energy Efficiency Measures (EEEMs). The CHEEF may act through agents and third-party-service providers. The CHEEF is administered by the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA) , or a successor as approved by the CPUC.

**Energy Financing Line Item Charge (EFLIC):** A process whereby charges for a Loan Agreement are included in a Customer's Bill, to be paid to PG&E with the Utility-PG&E Charges. Loan Charge payments will be forwarded to the Participating Lender.

**EFLIC GuidelinesRegulations:** Requirements for participation in EFLIC will be established in the EFLIC Program Implementation Plan approved by the CPUC, and further clarified in regulations developed by the CHEEF.

**Qualified-Eligible Energy Efficiency Measures (EEEMs):** Improvements allowable under ~~SFLP~~the Energy Efficiency Financing Pilot Program, as approved by the CPUC. Such measures-EEEMs are specified in the EFLIC GuidelinesRegulations available on CAEATFA's website (http://www.treasurer.ca.gov/caeatfa/cheef/reel/index.asp), are subject to CPUC approval, and may change from time to time.

**Eligible Loan:** A contractual financial arrangement ~~from-between~~ a Participating Lender ~~to-and~~ a Customer for an energy efficiency upgrade enrolled in the Single Family Loan Program (SFLP) EFLIC pursuant to the regulations developed by the CHEEF, for which PG&E is collecting the payments on the Bill. EFLIC is a payment option under SFLPREEL.

**Loan Agreement:** A written agreement between a Customer and a Participating Lender to finance Customer's purchase and installation of Qualified MeasuresEEEMs at a Customer Premise owned and occupied by the Customer. The named person(s) on the

(Continued)



**ELECTRIC SCHEDULE E-EFLIC**  
**ENERGY FINANCING LINE ITEM CHARGE (EFLIC) PILOT**

Sheet 1

~~loan-Eligible Loan~~ must also be the named person(s) on the PG&E Bill on which the ~~loan~~  
Eligible Loan will be repaid.

**Loan Charge:** Amounts due during a billing period from a Customer to a Participating Lender for an Eligible Loan, including principal and any interest, late fees, late payments, and any other fees as calculated by the Participating Lender pursuant to the Loan Agreement.

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**ELECTRIC SCHEDULE E-EFLIC  
 ENERGY FINANCING LINE ITEM CHARGE (EFLIC) PILOT**

Sheet 2

**DEFINITIONS:**  
 (cont'd.)

**Participating Lender:** A lender approved for participation in EFLIC by the CHEEF. Participating Lenders must be approved by the CHEEF pursuant to the standards in the EFLIC ~~Guidelines~~Regulations, as may be modified from time to time, and must sign all agreements required by the CHEEF.

**PG&E Charges:** Charges rendered by PG&E for electric and/or gas service, deposits and related charges approved by the CPUC. Loan Charges are not PG&E Charges.

~~**Qualified Measures:** Improvements allowable under SFLP, as approved by the CPUC. Such measures are specified in the EFLIC Guidelines, are subject to CPUC approval, and may change from time to time.~~

**TERRITORY:**

EFLIC is available throughout PG&E's electric service area, subject to Participating Lender availability and participation.

**RATES:**

All charges and provisions of the Customer's otherwise applicable rate schedule shall continue to apply. Each Loan Charge will appear as a separate line item (or multiple line items) on the Bill, as determined by the CPUC in consultation with the CHEEF.

**CUSTOMER ELIGIBILITY:**

1. Customer must apply for and accept an Eligible Loan with a Participating Lender ~~during before~~ the end of the pilot period and authorize PG&E to include the Loan Charges on his/her Bill.
2. Customers must be current on their PG&E Charges (i.e., not in default or in arrears).
3. Customer must purchase and install ~~Qualified Measures~~EEEMs funded through the Eligible Loan at a Premise owned by the Customer that is associated with the Customer's PG&E Service Account.
4. If ~~Qualified Measures~~EEEMs are primarily installed to reduce electric usage, demand, Customer must be an electric distribution Customer of PG&E for the Premises where the ~~Qualified Measures~~EEEMs are installed.

**BILLING AND PAYMENT OF LOAN CHARGES:**

1. PG&E is authorized to include Loan Charges on a Bill until the Eligible Loan is fully repaid and discharged, unless otherwise instructed by the CHEEF or as provided herein. PG&E will include the Loan Charges as a line item or items on the Customer's Bill as calculated and transmitted by the Participating Lender and communicated to PG&E by the CHEEF. PG&E may rely on instructions received from the CHEEF and its agents and is not required to verify the amount of the Loan Charges or undertake any other verification or inquiry with respect to the transactions giving rise to the Loan Charges. The Loan Charges may vary from month to month based on the Eligible Loan terms. A ~~p~~Participating Lender is responsible for ~~the calculating of~~ Loan Charges due and submitting that information to the CHEEF for submission to PG&E.

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**ELECTRIC SCHEDULE E-EFLIC**  
**ENERGY FINANCING LINE ITEM CHARGE (EFLIC) PILOT**

Sheet 3

BILLING AND  
 PAYMENT OF  
 LOAN CHARGES:  
 (cont'd.)

2. PG&E will include or remove Loan Charges on the Bill pursuant to instructions received from the CHEEF. Participating Lenders shall inform the CHEEF if the Customer has initiated a dispute resolution process under the terms of the Eligible Loan. The CHEEF may instruct PG&E to remove Loan Charges from the Bill pending the resolution of any dispute between a Customer and Participating Lender. ~~A Customer Loan Charges~~ may also be removed from the ~~pilot Bill~~ by the CHEEF or PG&E if the Customer fails to pay in full the entire amount due on the Bill for two or more payments. If PG&E receives instructions from the CHEEF to remove Loan Charges, PG&E will remove such charges from the Bill no later than the second billing cycle after such instructions are received. If Loan Charges are removed from the Bill, PG&E shall promptly notify the CHEEF. All collection and enforcement action with respect to an Eligible Loan shall be and remain the responsibility of the Participating Lender. ~~If a Customer is removed from the pilot, PG&E will discontinue billing for Loan Charges. Responsibility for the collection of these delinquent charges shall be upon the Participating Lender.~~
  
3. Customer shall pay the Loan Charges along with all other charges on the Bill and in accordance with the payment terms applicable to the Bill. All payments shall be made to PG&E. PG&E will apply payment amounts according to payment prioritization rules, as described below, and forward allocated Loan Charge payments received to the CHEEF or its designee.
  
4. ~~If PG&E does not issue Customer a Bill because of either voluntary or involuntary termination of PG&E service, PG&E shall notify the CHEEF within 30 days of service disconnection. PG&E shall keep Loan Charges on the Bill, unless it is determined that the Customer's Account for all service at the site will be closed.~~ On and after such ~~notification and determination~~, PG&E will have no further responsibility for collecting and remitting Loan Charges.
  
5. Partial Payment: ~~Utility's PG&E's~~ billing system applies partial payment to the components of the bill in accordance with existing Rules. Payments will be applied to past due ~~EFLIC Loan~~ Charges prior to any current charges.  
  
 If a Customer makes only partial payment on a Bill, the partial payment will be applied to the following components of the Bill according to the order listed below:
  - a) ~~Utility PG&E~~ charges, which include utility service and credit establishment charges.
  - b) Energy-related charges, which include charges based on energy consumption and tariff schedules.
  - c) Other applicable products and services charges, which include all other services billed by ~~the Utility PG&E~~, such as Loan ~~e~~Charges.
  
6. Declaration of Event of Default Under Loan Agreement: If the Participating Lender elects to declare an event of default under the Loan Agreement and demands immediate repayment of the entire principal and interest amounts outstanding (acceleration of loan repayment), the Participating Lender must immediately inform the CHEEF of such an election. The CHEEF shall instruct PG&E to remove all Loan Charges from the Bill. The Participating Lender shall be fully responsible for collecting all further amounts due under the Loan Agreement from the Customer.

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**ELECTRIC SCHEDULE E-EFLIC**  
**ENERGY FINANCING LINE ITEM CHARGE (EFLIC) PILOT**

Sheet 4

BILLING AND  
 PAYMENT OF  
 LOAN CHARGES:  
 (cont'd.)

7. Customer Bankruptcy: If a Customer files a petition for bankruptcy protection under the United States Bankruptcy Code, PG&E, upon notice, shall remove all Loan Charges from the Bill. The Participating Lender shall be fully responsible for collecting all further amounts due under the Loan Agreement from the Customer.
8. Security Deposit: If Customer has or is required to provide a security deposit to establish or re-establish credit with PG&E in order to connect or reconnect service, the Loan Charges will not be included in the calculation of the security deposit pursuant to Rule 6. The Security Deposit and interest earned on the deposit, if any, will not apply to delinquent or current Loan Charges and Participating Lender will have no claim on or interest in the Security Deposit and interest earned on the deposit, if any.
9. Prepayment of Loan or Loan Charges: PG&E is not responsible for collecting, receiving or remitting any amounts to be attributable to prepayment of Customer's Eligible Loan or Loan Charges. If, in accordance with the Loan Agreement, the Customer elects to pay some or all of the outstanding Eligible Loan balance independent of the Loan Charge, the Customer is expected to send such payment directly to the Participating Lender, rather than to PG&E. PG&E is not authorized to keep funds a customer if PG&E receives notification in accordance with PG&E's procedures for notification from a Customer that Customer's excess payment was intended to pre-pay all or a substantial portion of the Loan balance. PG&E shall return such excess funds to the Customer, pursuant to the processes defined in existing rules, tariffs, and procedures.
10. In the event the Customer ceases to be the PG&E Customer of record at the Premises where the ~~Qualified Measures~~EEEMs funded by proceeds from the Eligible Loan are installed, PG&E will have no further obligation to collect the Loan Charges and will discontinue billing for Loan Charges. The obligation to pay the Loan Charge may not be transferred or assigned to the subsequent occupant of the Premise, and the Customer remains obligated to pay the Eligible Loan.
11. Bill Impacts: Loan Charges may increase the amount of the Bill. The Loan Charges may or may not be offset in whole or in part by a reduction in Customer's energy usage resulting from the installation of ~~Qualified Measures~~EEEMs, and Customer shall not be entitled to claim any reduction in Loan Charges based on the extent to which ~~Qualified Measures~~the installed EEEMs achieve their anticipated benefits. The Loan Charges must be paid by Customer whether or not the ~~Qualified Measures~~EEEMs result in a reduction in Customer's energy usage or in Bill savings. ~~Utility~~PG&E disclaims any warranty including warranty of merchantability or fitness for a particular purpose regarding any ~~Qualified Measures~~EEEMs.
12. Loan Disclosures: Nothing in this Rate Schedule shall relieve Participating Lenders from any obligation by law to make disclosures or to provide periodic statements or other information to Customers with respect to Eligible Loans. PG&E assumes no responsibility with respect to such disclosures and reporting by virtue of providing billing services pursuant to this Rate Schedule.
13. PG&E may extend payment arrangements as defined by Electric Rule 11 to Customers with Loan Charges on their Bills. Any payment arrangements for Loan Charges will be according to agreements between the Participating Lender and Customer, and will not include involvement by PG&E.

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**ELECTRIC SCHEDULE E-EFLIC**  
**ENERGY FINANCING LINE ITEM CHARGE (EFLIC) PILOT**

Sheet 5

**REQUIRED AGREEMENTS:**

1. Loan Agreement: Customers must execute a Loan Agreement with a Participating Lender which specifies the repayment obligations in accordance with the EFLIC ~~Guidelines-Regulations~~ and any other associated agreements required by the Participating Lender.
2. Customer Billing Agreement: Customers must sign an "Authorization to Add Loan Charges to Utility Bill (Residential)" (Gas/Electric Sample Form 79-1156) with PG&E that specifies the terms and conditions under which PG&E will include the Loan Charges.
3. Customer must sign Electric Sample Form 79-1173 "Energy Efficiency Financing Pilot Programs Authorization or Revocation of Authorization to Release Customer Information" to provide the CHEEF authorization to access customer energy usage data.

**BILLING INQUIRIES OR DISPUTES:**

1. Customer inquiries concerning PG&E Charges should be directed to PG&E.
2. Customer inquiries concerning Loan Charges should be directed to the Participating Lender.
3. Where the Customer disputes its obligations to pay a Loan Charge, the dispute shall be resolved between the Customer and the Participating Lender and PG&E shall not be a party to the dispute. ~~Utility-PG&E~~ will continue to include the ~~EFLIC Loan Charges~~ on the Bill pending dispute resolution unless otherwise instructed by the CHEEF or a court of competent jurisdiction. Customers with an EFLIC repayment dispute shall resolve it directly with PG&E or Participating Lender. If a Customer has exhausted attempts to resolve a dispute with the ~~Participating Lender financial institution~~ or PG&E, the Customer will be referred to the CPUC's Consumer Affairs Branch (CAB) for assistance through its dispute resolution process. Disputes with the Participating Lender regarding any terms of the Eligible Loan must be resolved directly with the Participating Lender and cannot be resolved by CAB.

**LIABILITY IN CONNECTION WITH LOAN CHARGES AND CONDUCT BY PARTICIPATING LENDERS, LESSORS, CONTRACTORS, AND SERVICE PROVIDERS:**

PG&E or its agents shall not be liable to Customer for any damages caused by Participating Lender's failure to perform any commitment to the Customer or misrepresentation to the Customer. The amount of the Loan Charges shall be provided to PG&E by the CHEEF. PG&E shall not be liable to Customer if the amount of such ~~e~~Charges is inaccurate in any way or contains charges that are in violation of the Loan Agreement or any state or federal laws. The Participating Lender is not PG&E's agent for any purpose by virtue of the billing procedures set forth in this Rate Schedule. PG&E shall not be liable to the Customer for any damages resulting from any acts, omissions, or representations made by a Participating Lender or a contractor or service provider in connection with soliciting Customers for ~~Qualified Measures~~~~EEEMs~~ or for the Eligible Loan.

(Continued)

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**ELECTRIC SCHEDULE E-OBR  
 ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 1

**APPLICABILITY:** This Rate Schedule is applicable to electric service to non-residential Customers, and to residential master-metered multifamily Customers who meet the eligibility criteria specified in Section CUSTOMER ELIGIBILITY, below, and receive service under a PG&E ~~electric~~ Electric rate Rate Schedule.

The Energy Efficiency Financing On-Bill Repayment (OBR) Pilots facilitate billing for Eligible Loans or Leases between Customers and Participating Financial Institutions (FIs) on the Customers' Energy Statement (Bill) to finance the purchase or lease and installation of Qualified-Eligible Energy Efficiency Measures (as defined in Section DEFINITIONS, below) by Customers at the Customers' Premises.

OBR is available for loans-, leases and other eligible charges funded and closed by Participating FIs ~~on or before December 31, 2015, or~~ as ~~otherwise~~ directed by the California Public Utilities Commission (CPUC).

**DEFINITIONS:** The definitions of capitalized terms used in this Rate Schedule are either defined in this Rate Schedule or are defined in ~~Gas~~ Rule 1, Definitions. Unless otherwise stated, all references to "Customer" in this Rate Schedule will refer to PG&E Customers who have elected to participate in OBR.

**Affordable Multi-family Building:** means a multi-family property with deed restrictions that require the owner to keep rents affordable with income qualifying households occupying at least 50% of units, and the cost of electricity/gas is absorbed in the rental for the individual dwelling unit, there is no separate identifiable charge by such customer to the tenants for electricity/gas, and the rent does not vary with electric/gas consumption.

**California Hub for Energy Efficiency Financing (CHEEF):** a central enabling entity through which energy users, financial institutions, energy efficiency providers and Participating Utilities can participate in a pilot to help finance the installation of Qualified Eligible Energy Efficiency Measures. The CHEEF may act through agents or third-party service providers.<sup>1</sup>

**Qualified-Eligible Energy Efficiency Measures (EEEMs):** ~~Eligible~~ Energy Efficiency ~~m~~Measures ~~included in the program implementation plans for OBR and as~~ approved by the CPUC for Customers to install at the location associated with the same account to which the OBR Charges will be billed. ~~Which measures qualify as Qualified Measures~~ EEEMs are specified in program regulations developed by the CHEEF, isare subject to CPUC approval, and may change from time to time. Distributed generation and demand response measures are also qualified eligible per individual pilot rules.

**Eligible Lease:** A lease from a Participating Lessor to a Customer for lease of one or more ~~Qualified Measures~~ EEEMs that satisfy the requirements for participation in OBR ~~in~~ per the OBR Rules.

**Eligible Loan:** A loan from a Participating Lender to a Customer for one or more ~~Qualified Measures~~ EEEMs that satisfy the requirements for participation in OBR in the OBR Rules.

<sup>1</sup> The California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA) administers the CHEEF as part of the Energy Efficiency Financing Pilot Programs.

(Continued)



**ELECTRIC SCHEDULE E-OBR  
ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 1

**Lease Agreement:** An agreement between Customer and Participating Lessor to rent or lease one or more ~~Qualified Measures~~ EEEMs to be installed at the Customer's Premise and recover the Lease Charges through On-Bill Repayment.

**Lease Charge(s):** Amounts due during a billing period from a Customer to a Participating Lessor for an Eligible Lease, including any late fees, late payments, or any other fees as calculated by the Participating Lessor pursuant to the Lease Agreement.

**Loan Agreement:** An agreement between a Customer and a Participating Lender to finance Customer's purchase and installation of ~~Qualified Measures~~ EEEMs at Customer's Premise and recover the Loan Charges through On-Bill Repayment.

(Continued)

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Senior Vice President  
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### ELECTRIC SCHEDULE E-OBR ON-BILL REPAYMENT (OBR) PILOTS

Sheet 2

DEFINITIONS:  
(cont'd.)

**Loan Charge(s):** Amounts due during a billing period from a Customer to a Participating Lender for an Eligible Loan, including any interest, late fees, late payments, and any other fees as calculated by the Participating Lender pursuant to the Loan Agreement.

**On-Bill Repayment (OBR):** A process whereby OBR Charges, are included in a Customer's Bill, paid concurrently with the Utility Charges and forwarded to the Participating FI.

**OBR Charge:** A Loan Charge and/or Lease Charge relating to work performed at the Customer Premise associated with the Customer's account and included on a Customers' Bill pursuant to the Loan or Lease Agreement.

**OBR Rules:** Rules and requirements for participation in OBR established by the CHEEF.

**Participating Financial Institution (FI):** A financial institution approved for participation in OBR by the CHEEF, which may be either a Participating Lender or Participating Lessor, as the case requires.

**Participating Lender:** A lender approved for participation in OBR by the CHEEF. Participating Lenders must be approved by the CHEEF pursuant to the standards in the OBR Rules, as may be modified from time to time, and must sign all agreements required by the OBR Rules.

**Participating Lessor:** A lessor selected for participation in OBR by the CHEEF. Participating Lessors must be selected by the CHEEF pursuant to its competitive procurement process and agree to comply with standards and regulations in the OBR Rules, as may be modified from time to time, and must sign all agreements required by the OBR Rules.

**Participating Utility:** Pacific Gas and Electric Company, Southern California Edison Company, San Diego Gas & Electric Company, and/or Southern California Gas Company.

~~**Qualified Measures:** Energy Efficiency measures included in the program implementation plans for OBR and approved by the CPUC for Customers to install at the location associated with the same account to which the OBR Charges will be billed. Which measures qualify as Qualified Measures is subject to CPUC approval, and may change from time to time. Distributed generation and demand response measures are also qualified per individual pilot rules.~~

**Utility Charges:** Charges rendered by PG&E for electric and/or gas service, deposits, and related charges approved by the CPUC. OBR Charges are not Utility Charges.

TERRITORY:

The OBR Pilots are available throughout PG&E's electric service area, subject to the availability of Participating FIs.

RATES:

All charges and provisions of the Customer's otherwise applicable rate schedule shall continue to apply. Each OBR Charge will appear as a separate line item (or multiple line items) on the Bill, as determined by the CPUC in consultation with the CHEEF.

(Continued)

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**ELECTRIC SCHEDULE E-OBR  
 ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 3

**CUSTOMER  
 ELIGIBILITY:**

1. Customer must have an Eligible Loan or Lease with a Participating FI and authorize PG&E to include the OBR Charge on the Bill.
2. Customers must be current on their Utility charges and OBR Charges at the time the OBR Charge is first added to the Bill (i.e., not in default or in arrears).
3. Owners of Affordable Multi-family Buildings where the electric and/or gas services are either entirely or primarily master-metered, and do not live on the Premises are eligible to participate in OBR.
4. Customer must purchase or lease and install ~~Qualified Measures~~EEEMs funded through the Eligible Loan or Lease at the Premise associated with the PG&E Service Account.
5. If ~~Qualified Measures~~EEEMs are primarily installed to reduce electric usage, Customer must be an electric distribution customer of PG&E for the Premises where the ~~Qualified Measures~~EEEMs are installed.

**BILLING AND  
 PAYMENT OF  
 OBR CHARGES:**

1. PG&E is authorized to include OBR Charge on a Bill until the Eligible Loan or Lease is fully repaid and discharged unless otherwise instructed by the CHEEF or as provided herein. Upon Customer's authorization, PG&E will include the OBR Charge as a line item or items on the Customer's Bill as calculated and transmitted by the Participating FI and communicated to PG&E by the CHEEF. PG&E may rely on instructions received from the CHEEF and its agents and is not required to verify the amount of the OBR Charge or undertake any other verification or inquiry with respect to the transactions giving rise to the OBR Charge. OBR Charges may vary from month to month based on the Eligible Loan or Lease terms.
2. PG&E will include or remove OBR Charges on the Bill only pursuant to instructions from the CHEEF or as otherwise required by law. Participating FIs shall inform the CHEEF if the Customer has initiated a dispute resolution process under the terms of the Eligible Loan or Lease. The CHEEF may instruct PG&E to remove OBR Charges from the Bill pending the resolution of any dispute between a Customer and Participating FI. If PG&E receives instructions from the CHEEF, or other court of competent jurisdiction, to remove OBR Charges, PG&E will remove such charges from the Bill no later than the second billing cycle after such instructions are received. If OBR Charges are removed from the bill, PG&E shall promptly notify the CHEEF. All collection and enforcement action with respect to an Eligible Loan or Lease shall be and remain the responsibility of the Participating FI.
3. In the event a Customer uses OBR to install ~~Qualified Measures~~EEEMs consisting of both gas and electric measures pursuant to the terms of an Eligible Loan or Lease, and is a Customer of more than one Participating Utility, then the OBR Charges attributable to such Eligible Loan or Lease will be placed on the Bill of the Participating Utility for which the greatest ~~savings~~ Qualified Measure EEEM installed costs are expected to accrue, as determined by the ~~Participating Utilities~~CHEEF.
4. Customer shall pay OBR Charge along with all other charges on the Bill in accordance with the payment terms applicable to the Bill. All payments shall be made to PG&E. PG&E will forward the OBR Charge payments received to the CHEEF.

(Continued)

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**ELECTRIC SCHEDULE E-OBR  
 ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 4

BILLING AND  
 PAYMENT OF  
 OBR CHARGES:  
 (cont'd.)

5. ~~If PG&E does not issue Customer a Bill because of either voluntary or involuntary termination of PG&E service, PG&E shall notify the CHEEF within 10 days of service termination, unless the CPUC, in consultation with the CHEEF, determines that a later date is sufficient. In the case of involuntary service termination not associated with non-payment provided in Rule 11, PG&E shall keep OBR eCharges on the Bill unless it is determined that the eCustomer's will close its account for all service at the site will be closed. On and after such notification determination, PG&E will have no further responsibility for collecting and remitting OBR Charges unless the responsibility to pay such OBR Charges is assumed by a subsequent Customer at the Premises, pursuant to Section TRANSFERABILITY OF OBLIGATION TO PAY OBR CHARGES, below.~~
  
6. Partial Payment: PG&E's billing system applies partial payment to the components of the bill using pro rate distribution. In instances of customers making partial payments, the partial payment will be applied to the disconnectable charges, including the OBR Charge, where OBR is a disconnectable charge, and utility and other non-OBR charges in proportion to the amount owed for each. Payments will be applied to the past due OBR Charges prior to any current charges where OBR is a disconnectable charge. Non-payment of non-residential OBR Charges subjects the Customer's account to service disconnection. Residential service is not subject to disconnection for non-payment of OBR charges.

A Customer's failure to pay any of the components of the Bill (other than for master-metered residential properties) will subject the Customer to service termination as set forth in Rule 11, Discontinuance and Restoration of Service.
  
7. Termination of Utility Service for Non Payment of OBR Charges: Unless otherwise prohibited by law, non-payment of OBR Charges by Customers other than those who reside in a residential or multi-family Premise, shall subject Customers to PG&E service disconnection, consistent with the provisions of Rule 11, Discontinuance and Restoration of Service, on the same terms and conditions under which ~~Utility PG&E~~ will disconnect the Customer for failure to pay Utility Charges. PG&E will reconnect service for a CPUC-authorized service fee when the criteria for reconnection, as specified in Rule 11, have been met and delinquent OBR Charges and Utility Charges have been paid. In order to be eligible to be reconnected, Customer must only pay delinquent OBR Charges and not any accelerated balance of the Loan or Lease. Upon remedy of delinquent OBR Charges, Customers that have been terminated will also be required to meet the criteria of Rule 6, Establishment and Reestablishment of Credit.
  
8. PG&E shall provide the CHEEF at the request of the CPUC, in consultation with the CHEEF, accurate and timely data on customer-specific collection events that PG&E initiates in keeping with Rule 11 and procedures cited above.
  
9. ~~Per the CHEEF's request,~~ PG&E shall issue non-residential Customers with past due OBR charges ~~a notice specific to OBR Customers~~ reminding them of the liability of disconnection and a possible timeline for it. Such notice shall use in coordination with the existing processes and protocols PG&E has in place for past-due notification.

(Continued)

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**ELECTRIC SCHEDULE E-OBR  
 ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 5

BILLING AND  
 PAYMENT OF  
 OBR CHARGES:  
 (cont'd.)

10. Declaration of Event of Default Under Loan or Lease Agreement: If the Participating FI elects to declare an event of default under the Loan or Lease Agreement it may demand immediate repayment of the entire principal and interest amounts outstanding (acceleration of loan repayment). If the Participating FI chooses to accelerate the loan repayment, the Participating FI must instruct the CHEEF to request PG&E remove all OBR Charges from the Bill. No accelerated loan repayments shall be eligible to be serviced as an OBR Charge. The Participating FI shall be fully responsible for collecting all further amounts due under the Loan or Lease Agreement from the Customer.
11. Customer Bankruptcy: If a Customer files a petition for bankruptcy protection under the United States Bankruptcy Code, PG&E, upon notice, shall remove all OBR Charges from the Bill. If PG&E service was disconnected due to non-payment of Utility Charges or Loan Charges, service shall be reconnected if required to comply with Bankruptcy Law provided the Customer complies with Rule 6. The Participating FI shall be fully responsible for collecting all further amounts due under the Loan or Lease Agreement from the Customer.
12. Security Deposit: If Customer has or is required to provide a security deposit to establish or re-establish credit with Utility in order to connect or reconnect service, the OBR Charges will not be included in the calculation of the security deposit pursuant to Rule 6. The Security Deposit and interest earned on the deposit, if any, will not apply to delinquent or current Loan or Lease Charges and Participating Lender or Lessor will have no claim on or interest in the Security Deposit and interest earned on the deposit, if any.
13. Prepayment of OBR Charges: PG&E is not responsible for collecting, receiving or remitting any amounts to be attributable to prepayment of Customer's Eligible Loan or Lease. If, in accordance with the Loan or Lease Agreement, the Customer elects to pay some or all of the outstanding Eligible Loan or Lease balance independent of the OBR Charge, the Customer is expected to send such payment directly to the Participating FI, rather than to PG&E. If PG&E receives notification in accordance with its procedures for notification, from a Customer that the Customer's excess payment was PG&E is not authorized to keep funds a customer intended to pre-pay all or a substantial portion of the Loan or Lease balance, PG&E shall return such excess funds to the Customer pursuant to the processes defined in existing rules, tariffs, and procedures.
14. Bill Impacts: OBR Charges may increase the amount of the Bill. OBR Charges may or may not be offset in whole or in part by a reduction in Customer's energy usage resulting from the installation of Qualified MeasuresEEEMs and Customer shall not be entitled to claim any reduction in OBR Charges based on the extent to which Qualified MeasuresEEEMs achieve their anticipated benefits. OBR Charges must be paid by Customer whether or not the Qualified MeasuresEEEMs result in a reduction in Customer's energy usage or Bill savings. PG&E disclaims any warranty including warranty of merchantability or fitness for a particular purpose regarding any Qualified MeasuresEEEMs.
15. Loan Disclosures: Nothing in this Rate Schedule shall relieve Participating FIs from any obligation by law to make disclosures or to provide periodic statements or other information to Customers with respect to Eligible Loans and Leases. PG&E assumes no responsibility with respect to such disclosures and reporting by virtue of providing OBR services pursuant to this Rate Schedule.

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**ELECTRIC SCHEDULE E-OBR  
 ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 6

BILLING AND  
 PAYMENT OF  
 OBR CHARGES:  
 (cont'd.)

16. Payment Arrangements: PG&E may extend payment arrangements as defined by Rule 11 to Customers with OBR Charges on their Bills, ~~according to the specific directions provided by the master servicer on behalf of the CHEEF in consultation with the CPUC. Such~~Any payment arrangements for OBR Charges will be according to agreements ~~directly~~ between the Financial Institution and customer, and will not include involvement by the utility provider.

REQUIRED  
 AGREEMENTS:

1. Loan or Lease Agreement: Customers participating in an OBR Pilot must execute a Loan or Lease Agreement with a Participating FI which specifies the repayment obligations in accordance with the OBR Rules and any other associated agreements required by the FI.
2. Customer Billing Agreement: Customer is required to sign Gas/Electric Sample Form 79-1157 "Authorization to Add Loan Charges to Utility Bill (Non-Residential)" with PG&E that specifies the terms and conditions under which PG&E will include the OBR Charges, along with confirmation of PG&E's disconnection provisions.
3. Customer must sign Electric Sample Form 79-1173 "Energy Efficiency Financing Pilot Programs Authorization or Revocation of Authorization to Release Customer Information" to provide the CHEEF authorization to access customer energy usage data. (T)  
 |  
 |  
 (T)

TRANSFERABILITY  
 OF OBLIGATION  
 TO PAY OBR  
 CHARGES:

1. Responsibility to pay OBR Charges may be voluntarily assumed by the subsequent customer of record at the same Premise. In order to assume OBR Charges, the subsequent customer at the same Premises must consent to assume the obligation to pay the balance due on the Eligible Loan or Lease in a writing as deemed appropriate by the Participating FI and must fully execute a new Gas/Electric Sample Form 79-1157 "Authorization to Add Loan Charges to Utility Bill (Non-Residential)" whereby the subsequent customer accepts and assumes the responsibility to pay the remaining OBR Charges on the Bill. ~~Utility-PG&E~~ will include OBR Charges on the Bill of the subsequent customer only pursuant to instructions received from the CHEEF. At that point, the subsequent customer becomes the Customer for the purposes of this Rate Schedule.
2. In the event the Customer ceases to be the Customer of record at the Premises where the ~~Qualified Measures~~EEEMs funded by proceeds from the Eligible Loan or Lease are installed, and the subsequent customer does not assume responsibility to pay all further OBR Charges, Customer remains fully responsible for all remaining amounts due under the terms of the Eligible Loan or Lease to the Participating FI pursuant to the terms of the Loan or Lease Agreement, and PG&E will have no further obligation to collect OBR Charges.

BILLING  
 INQUIRIES OR  
 DISPUTES:

1. Customer inquiries concerning Utility Charges should be directed to PG&E.
2. Customer inquiries concerning the OBR Charges should be directed to the Participating FI.

(Continued)

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**ELECTRIC SCHEDULE E-OBR  
 ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 7

BILLING  
 INQUIRIES OR  
 DISPUTES:  
 (cont'd.)

3. Where the Customer disputes its obligations to pay an OBR Charge, the dispute shall be resolved between the Customer and the Participating FI and PG&E shall not be a party to the dispute. PG&E will continue to include the OBR Charge on the Bill pending dispute resolution unless otherwise instructed by the CHEEF or court of competent jurisdiction as set forth in Section BILLING AND PAYMENT OF OBR CHARGES, paragraph 2, above. Where the eCustomer disputes its obligation to pay non-OBR charges, and impounds any disputed amount with the ~~Commission-CPUC~~ in accordance with Rule 10, eCustomer payments ~~for OBR charges~~ will be allocated in accordance with PG&E's rules, tariffs and procedures, to the non-disputed charges including the OBR charges consistent with the payment process used for current payments.
4. Customers with an OBR repayment dispute shall resolve it directly with PG&E or Participating FI. If a Customer subsequently contacts the CHEEF regarding the Utility billing service, the Customer will be referred to the CPUC's Consumer Affairs Branch (CAB) for assistance through its dispute resolution process. Disputes with the Participating FI regarding any terms of the Eligible Loan or Lease must be resolved directly with the Participating FI and cannot be resolved by CAB.

LIABILITY IN  
 CONNECTION  
 WITH OBR  
 CHARGES AND  
 CONDUCT BY  
 PARTICIPATING  
 LENDERS,  
 LESSORS,  
 CONTRACTORS,  
 AND SERVICE  
 PROVIDERS:

PG&E or its agents shall not be liable to Customer for any damages caused by Participating FI's failure to perform any commitment to the Customer or misrepresentation to the Customer. The amount of the OBR Charges shall be provided to PG&E by the CHEEF. PG&E shall not be liable to Customer if the amount of such charges is inaccurate in any way or contains charges that are in violation of the Loan or Lease Agreement or any state or federal laws. The Participating FI is not PG&E's agent for any purpose by virtue of the OBR billing procedures set forth in this Rate Schedule. PG&E shall not be liable to the Customer for any damages resulting from any acts, omissions, or representations made by a Participating FI or a contractor or service provider in connection with soliciting Customers for ~~Qualified Measures~~ EEEMs or for the Eligible Loan or Lease.

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## **AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Residential)**

You have applied for, or have received, a loan to finance energy efficiency improvements to your residence under the Single-Family Loan Program Energy Efficiency Financing Program's Residential Energy Efficiency Loan Assistance Program (REEL), approved by the California Public Utilities Commission (CPUC). The loan is being made by the financial institution described below. By signing this agreement, you give your consent to allow PG&E to include monthly loan repayment charges in your monthly utility bill, pursuant to PG&E's Energy Financing Line Item Charge (EFLIC) Gas and Electric Rate Schedules, and you agree to pay those charges, on the terms described below.

Please note that this Authorization contains summary information about the EFLIC Pilot. Before you sign this document, you should first review the more detailed program rules regarding the EFLIC Pilot, developed by the California Hub for Energy Efficiency Financing (CHEEF),<sup>1</sup> and the Gas or Electric Schedule EFLIC, as approved by the CPUC.<sup>2</sup>

In this document:

"California Hub for Energy Efficiency Financing (CHEEF)" means a central enabling entity through which energy users, financial institutions, energy efficiency providers and Participating Utilities can participate in a pilot to help finance the installation of Eligible Energy Efficiency Measures. The CHEEF may act through agents or third-party service providers. The CHEEF is administered by the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA), or a successor as approved by the CPUC.

"Lender" means the financial institution shown as the Lender in the Account Information section below.

"Loan Charges" means any and all principal, interest and other charges and fees payable by you in connection with your loan, as determined by Lender, including fees or late or deficient payments.

"Service Address(es)" means the property or properties serviced by PG&E as shown in the Account Information section below, determined by Lender, including fees for late or deficient payments.

"Work" means the installation of Qualified-eligible Measures at your Service Address.

"You" means you, the customer(s) signing this authorization.

- 1. Authorization to Bill Loan Charges.** You authorize PG&E to include Loan Charges in your PG&E utility bills for the Service Address(es) until further notice. The Lender will determine the amount of the Loan Charge that is to be included in each bill, and PG&E will include that amount in your utility bill. PG&E does not verify the Loan Charges and other information provided by the Lender. The Loan Charges may increase or decrease from month to month based on the terms of the loan, the inclusion of late charges and interest, in accordance with the loan terms, and variations in the periods of time covered by each PG&E billing cycle.
- 2. Payment.** You agree to pay the Loan Charges along with the other charges in your utility bill by the due date for payment of the utility bill. All payments should be made to PG&E. PG&E will forward your Loan Charge payments to the Lender. If a funding account for the PG&E payment is a credit card or checking account, PG&E will not forward your payment of Loan Charges to the Lender unless that account has sufficient available credit to pay the full amount of the energy charges and the Loan Charges.
- 3. Partial Payments.** Partial payment applies to the components of the bill in accordance with existing Rules. Payments will be applied to past due Loan Charges prior to any current charges. If you make a partial payment on your utility bill, the partial payment will be applied to the following components of the utility bill in the order listed: (a) Utility charges, which include utility service and credit establishment charges; (b) Energy-related charges, which include charges based on energy consumption and tariff schedules; (c) Other applicable products and services charges, which include all other services billed by the Utility PG&E such as Loan Charges.

If you do not pay the Loan Charges in full, PG&E may elect to stop billing you for Loan Charges in which case the Lender will be responsible for collecting any unpaid Loan Charges and future loan payments from you. The Lender will notify you if PG&E ceases to include Loan Charges in your utility bill. Please note that if PG&E stops billing you for Loan Charges

<sup>1</sup> Program information can be accessed on CAEATFA's website at <http://www.treasurer.ca.gov/caeatfa/cheef/reel/index.asp>.

<sup>2</sup> PG&E Rate Schedules can be accessed on PG&E's website at <http://www.pge.com/nots/rates/tariffs/>.

## **AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Residential)**

before the Loan is paid in full, you are still responsible for making loan payments directly to the Lender. Late payments may be subject to reporting to credit agencies by the Lender.

If you pay less than the total amount of your utility bill for two months, your Loan Charges may be removed from your utility bill. However, you are still responsible for paying any additional amounts due directly to your Lender.

4. **Overpayments.** Overpayments will be applied to Loan Charges and to utility and other non-Loan charges based on the amount owed for each currently or in the future, according to the priority of the components under existing rules. If you want to fully or substantially prepay Loan Charges, you must send the payment directly to the Financial Institution Lender, subject to Lender's terms and conditions.
5. **Billing Inquiries and Disputes.** If you have any questions about your loan or the Loan Charges, including any concerns that you may have been incorrectly charged, please contact the Lender at the number shown in the Account Information section below. Any disputes about your loan or the Loan Charges must be resolved between you and the Lender in accordance with your loan documentation and applicable law. PG&E will not be involved in resolving such disputes. Questions about the energy charges on your utility bill should be directed to PG&E at the number shown on the bill.
6. **Jurisdiction.** This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.
7. **Authorization to Release Information.** If you choose to participate in an OBR Pilot, you must also sign one additional form to allow the release of confidential information regarding your energy usage: Form 79-1173 "Energy Efficiency Financing Pilot Programs Authorization or Revocation of Authorization to Release Customer Information" to provide the CHEEF authorization to receive energy usage data. PG&E shall also provide the CHEEF at the request of the CPUC or CHEEF accurate and timely data on customer-specific collection events that PG&E initiates in keeping with Gas and Electric Rule 11 procedures. PG&E will share only customer-specific data relevant to implement this program. Participating lenders may also request that you authorize the release of additional data related to bill payment history and other aspects of your energy use. You authorize PG&E to disclose the following information about your account to the Lender to facilitate the loan repayment procedures described above: billing and payment history relating to your Loan Charges and other relevant data. Additional forms to authorize the releases of this information will be required.
8. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work.** Customer will be responsible for any and all losses and damage it may suffer in connection with, and any claims by third parties resulting from, the Work. Customer shall indemnify and hold harmless PG&E, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which arise from or are caused by (a) any breach of Agreement by Customer; (b) any defects or problems with the Work, or the failure of the Work to deliver any anticipated energy efficiencies; (c) Customer's failure to pay any amount due or claimed by Contractor with respect to the Work; or (d) the wrongful or negligent acts or omissions of any party (including the Contractor) in the conduct or performance of the Work.

# AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Residential)

## ACCOUNT INFORMATION *(Please Print or Type)*

### CUSTOMER DETAILS<sup>3</sup>

PG&E Account Number<sup>4</sup>: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

### LENDER AND LOAN INFORMATION

Name of Lender: \_\_\_\_\_

Address: \_\_\_\_\_

Lender's contact number: \_\_\_\_\_

Loan Number: \_\_\_\_\_

Principal amount of Loan: \_\_\_\_\_

*[other identifying information]* \_\_\_\_\_

### SERVICE ADDRESSES INCLUDED IN THIS AUTHORIZATION:

- |    |  |                                     |
|----|--|-------------------------------------|
| 1. | <div style="display: flex; justify-content: space-between;"> <span>SERVICE ADDRESS</span> <span>CITY</span> </div> | PG&E GAS/ELECTRIC SERVICE AGREEMENT |
| 2. | <div style="display: flex; justify-content: space-between;"> <span>SERVICE ADDRESS</span> <span>CITY</span> </div> | PG&E GAS/ELECTRIC SERVICE AGREEMENT |
| 3. | <div style="display: flex; justify-content: space-between;"> <span>SERVICE ADDRESS</span> <span>CITY</span> </div> | PG&E GAS/ELECTRIC SERVICE AGREEMENT |

<sup>3</sup> If there is more than one customer of record for a Service Address, all customers must complete and sign this form.

<sup>4</sup> PG&E Account Number where the Loan Charges will be billed.



# AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Residential)

By signing below, You hereby authorize PG&E to add Loan Charges to Your utility bills for the Service Address(es) shown above.

_____	_____
<i>(Authorized Customer Signature)</i>	<i>(Additional Authorized Customer Signature)</i>
_____	_____
<i>(Print Name)</i>	<i>(Print Name)</i>
_____	_____
<i>(Date)</i>	<i>(Date)</i>
_____	_____
<i>(City and State Where Executed)</i>	<i>(City and State Where Executed)</i>
_____	_____
<i>(Telephone Number)</i>	<i>(Telephone Number)</i>

_____	_____
AUTHORIZED CUSTOMER SIGNATURE	TELEPHONE NUMBER
Executed this _____ day of _____	at _____
_____ MONTH _____ YEAR	_____ CITY AND STATE WHERE EXECUTED
_____	_____
ADDITIONAL AUTHORIZED CUSTOMER SIGNATURE	TELEPHONE NUMBER
Executed this _____ day of _____	at _____
_____ MONTH _____ YEAR	_____ CITY AND STATE WHERE EXECUTED

## LENDER APPROVAL

Lender confirms that the Account Information shown above accords with Lender's records.

\_\_\_\_\_

*(Financial Institution Company Name)*

\_\_\_\_\_

*(Authorized Signature)*

\_\_\_\_\_

*(Print Name)*

\_\_\_\_\_

*(Date)*

\_\_\_\_\_

*(City and State Where Executed)*

\_\_\_\_\_

*(Telephone Number)*

_____	_____
SIGNATURE	TELEPHONE NUMBER
_____	
COMPANY	
Executed this _____ day of _____	
_____ MONTH _____ YEAR	

# **AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Residential)**

# AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

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You have applied for, or have been given, a lease or loan to finance improvements to your building under the On-Bill Repayment (OBR) Pilots, approved by the California Public Utilities Commission (CPUC). The loan or lease is being made by the financial institution described below. By signing this Authorization, you consent to allow PG&E to include monthly loan or lease repayment charges in your monthly utility bill, pursuant to PG&E's Gas and Electric Schedule OBR, and you agree to pay those charges, on the terms described below.

Please note that this Authorization contains summary information about the OBR Pilots. Before you sign this document, you should first review the more detailed program rules regarding the OBR Pilots, developed by the California Hub for Energy Efficiency Financing (CHEEF)<sup>1</sup>California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA), and the Gas or Electric Schedule OBR, as approved by the CPUC.<sup>2</sup>

In this document:

"California Hub for Energy Efficiency Financing (CHEEF)" means a central enabling entity through which energy users, financial institutions, energy efficiency providers, and utilities can participate in a pilot to help finance the installation of eligible energy efficiency measures. The CHEEF may act through agents and third-party service providers. The CHEEF is administered by the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA), or a successor as approved by the CPUC.

"Loan or Lease Charges" means any and all principal, interest and other charges and fees payable by you in connection with your loan or lease, as determined by your Financial Institution, including fees for late or deficient payments.

"Financial Institution" means the lender or lessor shown in the Account Information section below.

"Service Address(es)" means the property or properties serviced by PG&E as shown in the Account Information section below.

"You" means you, the customer(s) signing this authorization.

"Work" means the installation of Qualified-eligible Mm measures at your Service Address.

- 1. Authorization to Bill Loan Charges.** You authorize PG&E to include Loan or Lease Charges in your PG&E bills for the Service Address(es) until further notice. The Financial Institution will determine the amount of the Loan or Lease Charge that is to be included in each bill, and PG&E will include that amount in your utility bill. PG&E does not verify the Loan or Lease Charges and other information provided by the Financial Institution. The Loan or Lease Charges may increase or decrease from month to month based on the terms of the loan or lease, the inclusion of late charges and interest, in accordance with the loan or lease terms, and variations in the periods of time covered by each PG&E billing cycle.
- 2. Payment.** You agree to pay the Loan or Lease Charges along with the other charges in your utility bill by the due date for payment of the utility bill. All payments should be made to PG&E. PG&E will forward your Loan or Lease Charge payments to the Financial Institution. If a funding account for the PG&E payment is a credit card or checking account, PG&E will not forward your payment to the Financial Institution unless that account has sufficient available credit to pay the full amount of the energy charges and the Loan or Lease Charges.
- 3. Partial Payments.** If you pay less than the total amount of your utility bill (including Loan or Lease Charges), the amount you pay will be allocated to disconnectable charges, including OBR Charges<sup>3</sup> and utility and other non-OBR charges, consistent with existing Tariffs. Non-payment of OBR charges will subject your account to service disconnection; payments will be applied to past due OBR Charges prior to any current charges.

A Customer's failure to pay any of the components (other than for master-metered residential properties) will subject the Customer to service termination as set forth in Gas and Electric Rule 11.

Please note that, if PG&E stops billing you for Loan or Lease Charges before the Loan or Lease is paid in full, you are still responsible for making loan or lease payments directly to the Financial Institution. Late payments may be subject to reporting to credit agencies by the Financial Institution.

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<sup>1</sup> Program information can be accessed on CAEATFA's website at <http://www.treasurer.ca.gov/caeatfa/cheef/reel/index.asp>.

<sup>2</sup> PG&E Rate Schedules can be accessed on PG&E's website at <http://www.pge.com/nots/rates/tariffs/>.

<sup>3</sup> OBR is not a disconnectable charge for participants of the multi-family pilot.

# AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

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4. **Overpayments.** Overpayments will be applied to OBR Charges and to utility and other non-OBR charges in proportion to the amount owed for each currently or in the future. If you want to fully or substantially prepay Loan or Lease Charges, you must send the payment directly to the Financial Institution.
5. **Billing Inquiries and Disputes.** If you have any questions about your Loan or Lease or your Loan or Lease Charges, including any concerns that you may have been incorrectly charged, please contact the Financial Institution at the number shown in the Account Information section below. Any disputes about your Loan or Lease Charges must be resolved between you and the Financial Institution in accordance with your loan or lease documentation and applicable law. PG&E will not be involved in resolving such disputes. Questions about the energy charges on your utility bill should be directed to PG&E at the number shown on the bill.
6. **Transfer of Payment Obligation:** Responsibility to pay OBR Charges may be voluntarily assumed by the subsequent customer of record at the same location. You must first obtain the permission of your Financial Institution to assign your payment obligation to the next customer who occupies the same property where the improvements were installed. If the Financial Institution and subsequent customer agree in writing to assume the charges, the new customer must also sign Gas and Electric Form 79-1157 "Authorization to Add Loan Charges to Utility Bill (Non Residential)."
7. **Service Disconnection for Non-Payment of Loan or Lease Charges (Non-Residential Customers only):** You acknowledge that non-payment of your Loan or Lease charges will result in a disconnection of your utility service consistent with the rules that generally apply to non-payment of your utility bill, until such time that your Loan or Lease payments and your utility charges are made current. Other rules for reconnection of service, including a requirement to post a security deposit, are set forth in Gas and Electric Rule 11.
8. **Jurisdiction.** This Authorization at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.
9. **Authorization to Release Information.** If you choose to participate in an OBR Pilot, you must also sign one additional form to allow the release of confidential information regarding your ~~utility bill payment history~~energy usage: ~~Form 79-1095 1173 "Authorization to Receive Customer Information or Act Upon a Customer's Behalf"~~Energy Efficiency Financing Pilot Programs Authorization or Revocation of Authorization to Release Customer Information to provide the California Hub for Energy Efficiency Financing (CHEEF) and your ~~Financial Institution~~ authorization to ~~access customer billing information and other relevant~~receive energy usage data. PG&E shall also provide the CHEEF at the request of the CPUC or CHEEF accurate and timely data on customer-specific collection events that PG&E initiates in keeping with Gas and Electric Rule 11 procedures. PG&E will share only customer-specific data relevant to implement this program. Participating lenders may also request that you authorize the release of additional data related to bill payment history and other aspects of your energy use.
10. PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work. Customer will be responsible for any and all losses and damage it may suffer in connection with, and any claims by third parties resulting from, the Work. Customer shall indemnify and hold harmless PG&E, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which arise from or are caused by (a) any breach of Agreement by Customer; (b) any defects or problems with the Work, or the failure of the Work to deliver any anticipated energy efficiencies; (c) Customer's failure to pay any amount due or claimed by Contractor with respect to the Work; or (d) the wrongful or negligent acts or omissions of any party (including the Contractor) in the conduct or performance of the Work.

# AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

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## ACCOUNT INFORMATION *(Please Print or Type)*

### CUSTOMER DETAILS<sup>4</sup>

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Account Number<sup>5</sup>: \_\_\_\_\_

### FINANCIAL INSTITUTION AND LOAN OR LEASE INFORMATION

Name of Financial Institution: \_\_\_\_\_

Address: \_\_\_\_\_

Contact telephone number: \_\_\_\_\_

Loan or Lease Number: \_\_\_\_\_

Principal Amount of Loan/Lease: \_\_\_\_\_

Estimated Monthly Payment/Duration: \_\_\_\_\_

*[other identifying information]* \_\_\_\_\_

### SERVICE ADDRESSES INCLUDED IN THIS AUTHORIZATION:

1.	SERVICE ADDRESS	CITY	GAS/ELECTRIC SERVICE AGREEMENT
2.	SERVICE ADDRESS	CITY	GAS/ELECTRIC SERVICE AGREEMENT
3.	SERVICE ADDRESS	CITY	GAS/ELECTRIC SERVICE AGREEMENT

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<sup>4</sup> If there is more than one customer of record for a Service Address, all customers must complete and sign this form.

<sup>5</sup> PG&E Account Number where the OBR Charges will be billed.





# AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

By signing below, You hereby authorize PG&E to add Loan or Lease Charges to Your utility bills for the Service Address(es) shown above.

\_\_\_\_\_  
*(Authorized Customer Signature)*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(City and State Where Executed)*

\_\_\_\_\_  
*(Telephone Number)*

AUTHORIZED CUSTOMER SIGNATURE  
Executed this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ MONTH \_\_\_\_\_ YEAR

\_\_\_\_\_  
*(Additional Authorized Customer Signature)*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(City and State Where Executed)*

\_\_\_\_\_  
*(Telephone Number)*

TELEPHONE NUMBER  
at \_\_\_\_\_  
\_\_\_\_\_ CITY AND STATE WHERE EXECUTED

\_\_\_\_\_  
*ADDITIONAL AUTHORIZED CUSTOMER SIGNATURE*

Executed this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ MONTH \_\_\_\_\_ YEAR

\_\_\_\_\_  
*TELEPHONE NUMBER*

at \_\_\_\_\_  
\_\_\_\_\_ CITY AND STATE WHERE EXECUTED

## Financial Institution Approval:

Financial Institution confirms that the Account Information shown above accords with its records.

\_\_\_\_\_  
*(Financial Institution Company Name)*

\_\_\_\_\_  
*(Authorized Signature)*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(City and State Where Executed)*

\_\_\_\_\_  
*(Telephone Number)*

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
TELEPHONE NUMBER



Advice 3619-G/4690-E  
August 12, 2015

## **Attachment 3**

**OBR Rate Schedule Modifications  
Requested by Energy Division Staff**

	Issue	Section Reference	Description	CAEATFA Recommendation	Tariff Language (with proposed revisions)
1.	Greatest Savings	Billing and Payment of OBR Charges, #3	Current tariff language requires that OBR loans in split IOU service areas be placed on the bill for the IOU that is expected to achieve the greatest savings as a result of the project. CAEATFA has held follow-up discussions with the IOUs to try to simplify this so that the Master Servicer can determine which IOU to work with (decreasing lag time for initial placement of charge on bill).	<p>OBR charge should be placed on the bill for the IOU with the greatest EEEMs costs (based on a comparison of the total cost of EEEMs for each fuel source).</p> <p>This is consistent with the agreed upon methodology for calculating the credit enhancement split.</p>	<p>“In the event a Customer uses OBR to install Qualified Measures consisting of both gas and electric measures pursuant to the terms of an Eligible Loan or Lease, and is a Customer of more than one Participating Utility, then the OBR Charges attributable to such Eligible Loan or Lease will be placed on the Bill of the Participating Utility for which the greatest <del>savings</del> <u>Qualified Measure installed costs</u> are expected to accrue, as determined by the <del>Participating Utilities</del> <u>CHEEF</u>.”</p>
2.	Past Due Notice Requirements	Billing and Payment of OBR Charges, #9	<p>Tariff requires IOUs to issue, if the CHEEF requests, notices to non-residential OBR customers reminding them of the threat of disconnection linked with past due OBR charges.</p> <p>CAEATFA has been working with the IOUs to better understand existing past due and disconnection notice processes.</p>	<p>We suggest modifying tariff language to say that utilities should use their existing disconnection notification procedures.</p> <p>Allowing the IOUs to leverage their existing notification processes will help reduce development costs. Lenders can include language on the customer’s utility bill indicating the amount the OBR charge is past due.</p>	<p><del>“Per the CHEEF’s request,</del> Utility shall issue nonresidential Customers with past due OBR charges a notice <del>specific to OBR Customers</del> reminding them of the liability of disconnection and a possible timeline for it. <del>Such notice shall be use made consistent, in coordination with</del> the <u>existing</u> processes and protocols Utility has in place for past-due notification.”</p>

**Proposed Changes to OBR Tariff**

**As of July 13, 2015**

3.	Customer Pre-payment of OBR Charges	Billing and Payment of OBR Charges, #13	<p>If IOUs receive a payment in excess of the amount due, the Tariff requires them to determine the customer’s intent. This is very difficult to do.</p> <p>IOUs have stated that if they get a call from a customer clearly stating their intent to pre-pay the loan, then excess funds could be returned to the Customer and they would be told to directly coordinate with their lender to pre-pay their loan.</p>	<p>Existing IOU rules for returning overpayments/prepayments to the Customer sufficiently address this issue. We recommend updating the section to incorporate a reference consistent with those practices.</p> <p>CAEATFA will make clear in its contractor and lender trainings that all pre-payments should be handled directly between customer and lender.</p>	<p>“Utility is not responsible for collecting, receiving or remitting any amounts to be attributable to prepayment of Customer’s Eligible Loan or Lease. If, in accordance with the Loan or Lease Agreement, the Customer elects to pay some or all of the outstanding Eligible Loan or Lease balance independent of the OBR Charge, the Customer is expected to send such payment directly to the Participating FI, rather than to Utility. <u>If the Utility receives notification, in accordance with Utility’s procedures for notification, from a Customer that the Customer’s excess payment was</u> <del>Utility is not authorized to keep funds a Customer</del> intended to pre-pay all or a substantial portion of the Loan or Lease balance, <u>Utility shall return such excess funds to the Customer pursuant to the processes defined in existing rules, tariffs, and procedures.</u>”</p>
4.	Payment Arrangements	Billing and Payment of OBR Charges, #16	<p>Clarifying edits needed. CAEATFA understood that the intent of this language was to allow payment arrangements for non-OBR charges without impacting the loan/lease terms for OBR charge payment.</p>	<p>IOUs should be permitted to use payment arrangements as defined in existing rules, as long as this does not interfere with the loan/lease payment amount that has been independently agreed upon by the customer and lender.</p>	<p>“Utility may extend payment arrangements as defined by <u>Electric Rule 11</u> <del>[Note: this may be Rule No. 09 for other IOUs]</del> to Customers with OBR Charges on their Bills, <del>according to the specific directions provided by the Master Servicer on behalf of the CHEEP in consultation with the CPUC. Such Any</del> payment arrangements <u>for OBR Charges</u> will be according to agreements <del>directly</del> between the Financial Institution and Customer, and will not include involvement by the utility provider.”</p>
5.	Partial Payment and Payment Prioritizations	Billing and Payment of OBR Charges, #6	<p>Each IOU has slightly different text in this section of the tariff. Clarifying edits are worthwhile.</p> <p>As CAEATFA understands, the partial payment section of each IOU’s tariff needs to express that:</p> <ul style="list-style-type: none"> <li>• When past due charges are disconnectable charges, payment is applied to past due charges before any</li> </ul>	<p>See proposed changes to text.</p>	<p><b>SDG&amp;E and SCG:</b>  F. 6. Partial Payment: Utility’s billing system applies partial payment to the components of the bill in accordance with existing tariff rules. Because non-payment of non-residential OBR Charges subjects the Customer’s account to service disconnection, payments will be applied to past due OBR Charges prior to <u>any</u> current charges. Residential service is not subject to disconnection. If a Customer makes only partial payment on a Bill, the partial payment will be applied to the following components of the Bill according to <u>the</u></p>

			<p>current charges</p> <ul style="list-style-type: none"> <li>Charges are applied either pro-rata (PG&amp;E, SCE) to utility, energy, OBR and other disconnectable charges OR applied to a waterfall (SCG, SDG&amp;E) of 1)Utility charges 2) energy-related charges 3) other products and services including OBR</li> <li>OBR is not a disconnectable charge for MMMF</li> </ul>	<p><del>order listed below</del>the priority of these components: a. Utility charges, which include utility service and credit establishment charges; b. Energy-related charges, which include charges based on energy consumption and tariff schedules; c. Other applicable products and services charges, which include all other services billed by the Utility such as OBR charges. A Customer's failure to pay any of the components of the Bill (other than for master-metered residential properties) will subject the Customer to service termination as set forth in Rule 9.</p> <p><b>PG&amp;E</b>          Partial Payment: PG&amp;E's billing system applies partial payment to the components of the bill using pro rate distribution. In instances of customers making partial payments, the partial payment will be applied to the disconnectable charges, including the OBR Charge, where OBR is a disconnectable charge, and utility and other non-OBR charges in proportion to the amount owed for each. Payments will be applied to the past due OBR Charges prior to <u>any</u> current charges <u>where OBR is a disconnectable charge</u>. Non-payment of non-residential OBR Charges subjects the Customer's account to service disconnection. Residential service is not subject to disconnection.</p> <p><b>SCE</b>          Partial Payment: SCE's billing system applies partial payment to the components of the bill using a pro rata distribution in accordance with existing tariff rules. In instances of customers making partial payments, the partial payment will be applied to the disconnectable charges including the OBR Charge, where OBR is a disconnectable charge, and utility and other non-OBR charges, in proportion to the amount owed for each. Payments will be applied to past due OBR Charges prior to <u>any</u> current charges <u>where OBR is a disconnectable charge</u>. Non-payment of non-residential OBR Charges subjects the Customer's account to service</p>
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**Proposed Changes to OBR Tariff**

**As of July 13, 2015**

					<p>disconnection. Residential service is not subject to disconnection.</p> <p>A Customer’s failure to pay any of the components of the Bill (other than for mastermetered residential properties) will subject the Customer to service termination as set forth in Rule 11.</p>
6.	Customer Disputes	Billing Inquiries or Disputes, #3	<p>CAEATFA understands that the IOUs may have concerns with the language in this section regarding the impounding of disputed charges because they follow different practices.</p> <p>Disputes over energy charges should not affect the OBR charge on the bill or payment application toward OBR.</p>	<p>The tariff should refer to existing IOU practices regarding customer disputes over energy charges.</p> <p>Since IOUs cannot determine the intent of customer payments, the reference to “for OBR charges” should be removed.</p>	<p>“Where the Customer disputes its obligations to pay an OBR Charge, the dispute shall be resolved between the Customer and the Participating FI and the Utility shall not be a party to the dispute. Utility will continue to include the OBR Charge on the Bill pending dispute resolution unless otherwise instructed by the CHEEF or court of competent jurisdiction as set forth in Section BILLING AND PAYMENT OF OBR CHARGES, paragraph 2, above. Where the Customer disputes its obligation to pay non-OBR charges, and impounds any disputed amount with the Commission in accordance with Rule No. 11, Customer payments <del>for OBR charges</del> will be allocated <u>in accordance with existing Utility rules, tariffs, and procedures to the non-disputed charges including the OBR charges consistent with the payment process used for current payments.</u></p>
7.	IOU Initiation of Removing Loan from OBR	Billing and Payment, #5	<p>CAEATFA, MS, and the IOUs are in agreement that loans/leases come off the bill in the following situations:</p> <ul style="list-style-type: none"> <li>(1) Bankruptcy</li> <li>(2) Voluntary or involuntary account termination – account closure</li> <li>(3) Transfer of service to new address within service area</li> </ul> <p>When an account is closed, any subsequent or concurrent bills issued, whether direct to the customer or to a collections agency, will not include the</p>	<p>The tariff already covers the instance of bankruptcy. The tariff language should clarify that at account closure/termination, the OBR charge must be removed from the bill.</p>	<p><del>If SCE does not issue Customer a Bill because of either voluntary or involuntary termination of SCE service, SCE shall notify the CHEEF within 10 days of service termination, unless the CPUC, in consultation with the CHEEF, determines that a later date is sufficient. In the case of involuntary service termination not associated with non-payment provided in Rule 11, Utility shall keep OBR Charges on the Bill unless it is determined that the customer’s will close its account for all service at the site will be closed. On and after such notification determination, Utility will have no further responsibility for collecting and remitting OBR Charges unless the responsibility to pay such OBR Charges is assumed by a subsequent Customer at the Premises, pursuant to</del></p>

**Proposed Changes to OBR Tariff**

**As of July 13, 2015**

			OBR charge.		Section TRANSFERABILITY OF OBLIGATION TO PAY OBR CHARGES, below.
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**PG&E Gas and Electric  
Advice Filing List  
General Order 96-B, Section IV**

AT&T	Don Pickett & Associates, Inc.	Office of Ratepayer Advocates
Albion Power Company	Douglass & Liddell	OnGrid Solar
Alcantar & Kahl LLP	Downey & Brand	Pacific Gas and Electric Company
Anderson & Poole	Ellison Schneider & Harris LLP	Praxair
BART	G. A. Krause & Assoc.	Regulatory & Cogeneration Service, Inc.
Barkovich & Yap, Inc.	GenOn Energy Inc.	SCD Energy Solutions
Bartle Wells Associates	GenOn Energy, Inc.	SCE
Braun Blaising McLaughlin, P.C.	Goodin, MacBride, Squeri, Schlotz & Ritchie	SDG&E and SoCalGas
CPUC	Green Power Institute	SPURR
California Cotton Ginners & Growers Assn	Hanna & Morton	San Francisco Water Power and Sewer
California Energy Commission	In House Energy	Seattle City Light
California Public Utilities Commission	International Power Technology	Sempra Energy (Socal Gas)
California State Association of Counties	Intestate Gas Services, Inc.	Sempra Utilities
Calpine	Kelly Group	SoCalGas
Casner, Steve	Leviton Manufacturing Co., Inc.	Southern California Edison Company
Cenergy Power	Linde	Spark Energy
Center for Biological Diversity	Los Angeles County Integrated Waste Management Task Force	Sun Light & Power
City of Palo Alto	Los Angeles Dept of Water & Power	Sunshine Design
City of San Jose	MRW & Associates	Tecogen, Inc.
Clean Power	Manatt Phelps Phillips	Tiger Natural Gas, Inc.
Coast Economic Consulting	Marin Energy Authority	TransCanada
Commercial Energy	McKenna Long & Aldridge LLP	Troutman Sanders LLP
Cool Earth Solar, Inc.	McKenzie & Associates	Utility Cost Management
County of Tehama - Department of Public Works	Modesto Irrigation District	Utility Power Solutions
Crossborder Energy	Morgan Stanley	Utility Specialists
Davis Wright Tremaine LLP	NLine Energy, Inc.	Verizon
Day Carter Murphy	NRG Solar	Water and Energy Consulting
Defense Energy Support Center	Nexant, Inc.	Wellhead Electric Company
Dept of General Services	ORA	Western Manufactured Housing Communities Association (WMA)
Division of Ratepayer Advocates	Occidental Energy Marketing, Inc.	YEP Energy