

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



Pacific Gas & Electric Company
GAS (Corp ID 39)
Status of Advice Letter 4688G/6800E
As of January 17, 2023

Subject: PG&E's Revisions to its Tariffs, E-OBR, and G-OBR, On-Bill Repayment (OBR), and Form 79-1157, Authorization to Add Charges to Utility Bill, Applicable Throughout its Service Territory

Division Assigned: Energy

Date Filed: 12-14-2022

Date to Calendar: 12-16-2022

Authorizing Documents: D1309044

Disposition:	Accepted
Effective Date:	12-14-2022

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Stuart Rubio

(415) 973-4587

PGETariffs@pge.com

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

The Energy Division of the California Public Utilities Commission has processed your recent Advice Letter (AL) filing and is returning an AL status certificate for your records.

The AL status certificate indicates:

- Advice Letter Number
- Name of Filer
- CPUC Corporate ID number of Filer
- Subject of Filing
- Date Filed
- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)
- Effective Date of Filing
- Other Miscellaneous Information (e.g., Resolution, if applicable, etc.)

The Energy Division has made no changes to your copy of the Advice Letter Filing; please review your Advice Letter Filing with the information contained in the AL status certificate, and update your Advice Letter and tariff records accordingly.

All inquiries to the California Public Utilities Commission on the status of your Advice Letter Filing will be answered by Energy Division staff based on the information contained in the Energy Division's PAL database from which the AL status certificate is generated. If you have any questions on this matter please contact the:

Energy Division's Tariff Unit by e-mail to
edtariffunit@cpuc.ca.gov



Sidney Bob Dietz II
Director
Regulatory Relations

Pacific Gas and Electric Company
77 Beale St., Mail Code B13U
P.O. Box 770000
San Francisco, CA 94177

Fax: 415-973-3582

December 14, 2022

Advice 4688-G/6800-E

(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

Subject: PG&E's Revisions to its Tariffs, E-OBR, and G-OBR, On-Bill Repayment (OBR), and Form 79-1157, Authorization to Add Charges to Utility Bill, Applicable Throughout its Service Territory

Purpose

Pacific Gas and Electric hereby submits for approval by the California Public Utilities Commission (Commission or CPUC) revisions to its tariffs, E-OBR, and G-OBR, On-Bill Repayment (OBR), and Form 79-1157, Authorization to Add Charges to Utility Bill, applicable throughout its service territory, as shown on Attachment A.

Background

OBR allows customers to repay energy efficiency (EE) loans secured through private capital lenders directly on their energy bill. The original OBR Tariff was submitted prior to the launch of the programs, and CAEATFA has proposed program updates.

In D.13-09-044, the Commission approved two-year financing pilot programs for Residential, Affordable Multifamily, and Small Business customers utilizing private capital funds to encourage deeper EE retrofits. The Small Business and Affordable Multifamily programs allow for customers to repay loans using an OBR option. The decision approved \$75 million ratepayer funds as credit enhancements to incentive lenders for the purpose of providing better financing terms to customers pursuing EE upgrades. To administer these financing programs, the California Hub for Energy Efficiency (CHEEF) was created.

Tariff Revisions

Revisions to Rule G-OBR and E-OBR – On-Bill Repayment

- Remove "Pilot Program" from title and throughout the tariff.
- Replace all references of "eligible loan and leases" with "eligible agreement" and "participating lender and lessor" with "Participating Financing Company" to account for other financing arrangements.
- Modify "DEFINITIONS" by refining definitions, including adding definitions for Bill and Customer, Qualified Measures, and removing Affordable Multi-family Building, Eligible Energy Efficiency Measure (EEEMs), Loan Agreement, Participating Lender, Participating Lessor, Lease Agreement and Loan Charges.
- Modify Section "CUSTOMER ELIGIBILITY" with that references the OBR rules established by the CHEEF in title 4, Division 13, Articles 6 and 7 of the California Code of Regulations
- Modify Section "BILLING AND PAYMENT OF CHARGES" section 5 by adding additional condition, "Unless otherwise instructed by CHEEF," for PG&E to keep OBR Charges on the Bill.
- Modify Section "REQUIRED AGREEMENTS" to reflect the name change for Form 79-1157 from "Authorization to Add Charges to the Utility Bill (Non-Residential" to "Authorization to Add Charges to Utility Bill", and removing requirement to sign Form 79-1173 "Energy Efficiency Financing Pilot Programs Authorization of Revocation of Authorization to Release Customer Usage Information."
- Modify Section "TRANSFERABILITY OF OBLIGATION TO PAY OBR CHARGES" section to 2 to clarify process to occur in the event a customer ceases to be PG&E's customer of record and the subsequent customer at the same premises does not authorize OBR Charges to be placed on the Bill.
- Added section "OTHER FORMS" which describes the forms required for the CHEEF or Participating Finance Company to receive customer information.

Revisions to Form 79-1157 – Authorization to Add Charges to Utility Bill (Non-Residential)

- Revise Form title to "Authorization to Add Charges to Utility Bill."
- Replace all references of "eligible loan and leases" with "Eligible Agreement" and "participating lender and lessor" with "financial institution" to account for other financing arrangements.
- Replace all references to "Financial Institution" to "Participating Finance Company."
- Add definitions for Customer, Eligible Agreement, OBR Charges, OBR Rules, and remove the definition of "You."
- Clarify the process for applying partial payment by adding the process for PG&E, SCE, SDG&E, and SoCalGas in Item 3, "Partial Payments".
- Clarify the process that is to occur should PG&E receive a payment from a customer that is in excess of the current charges in Item 4, Overpayments.

- Clarify process to occur in the event a customer ceases to be PG&E customer of record and the subsequent customer at the same premises does not authorize OBR Charges to be placed on the Bill in item 6, Transfer of Payment Obligation.
- Remove requirement to sign Form “Energy Efficiency Financing Pilot Programs Authorization of Revocation to Release Customer Usage Information”
- Modify the ACCOUNT INFORMATION section by removing references to “customer” as customer data fields now appear below the signature field.

Protests

Anyone wishing to protest this submittal may do so by letter sent electronically via E-mail, no later than January 3, 2022, which is 20 days after the date of this submittal. Protests must be submitted to:

CPUC Energy Division
ED Tariff Unit
E-mail: EDTariffUnit@cpuc.ca.gov

The protest shall also be electronically sent to PG&E via E-mail at the address shown below on the same date it is electronically delivered to the Commission:

Sidney Bob Dietz II
Director, Regulatory Relations
c/o Megan Lawson
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 and 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).

Effective Date

PG&E requests that this Tier 1 advice submittal become effective upon date of submittal, which is December 14, 2022.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically to parties shown on the attached list and the parties on the service list for R.20-08-022 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 submittals can also be accessed electronically at: <http://www.pge.com/tariffs/>.

 /S/

Sidney Bob Dietz II
Director, Regulatory Relations

cc: Service List R.20-08-022 and R.13-11-005



ADVICE LETTER SUMMARY

ENERGY UTILITY



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

Company name/CPUC Utility No.: Pacific Gas and Electric Company (U 39 M)

Utility type:

ELC GAS WATER
 PLC HEAT

Contact Person: Stuart Rubio

Phone #: (415) 973-4587

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: SHR8@pge.com

EXPLANATION OF UTILITY TYPE

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

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 4688-G/6800-E

Tier Designation: 1

Subject of AL: PG&E's Revisions to its Tariffs, E-OBR, and G-OBR, On-Bill Repayment (OBR), and Form 79-1157, Authorization to Add Charges to Utility Bill, Applicable Throughout its Service Territory

Keywords (choose from CPUC listing): Compliance, Tariffs, Forms

AL Type: Monthly Quarterly Annual One-Time Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: D.13-09-044

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: N/A

Confidential treatment requested? Yes No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required? Yes No

Requested effective date: 12/14/22

No. of tariff sheets: 22

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: See attachment 1

Service affected and changes proposed¹: N/A

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

¹Discuss in AL if more space is needed.

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

California Public Utilities Commission
Energy Division Tariff Unit Email:
EDTariffUnit@cpuc.ca.gov

Contact Name: Sidnev Bob Dietz II. c/o Megan Lawson
Title: Director, Regulatory Relations
Utility/Entity Name: Pacific Gas and Electric Company

Telephone (xxx) xxx-xxxx: (415)973-2093
Facsimile (xxx) xxx-xxxx:
Email: PGETariffs@pge.com

Contact Name:
Title:
Utility/Entity Name:

Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

CPUC
Energy Division Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

Clear Form

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
54782-E*	ELECTRIC SAMPLE FORM 79-1157 AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non- Residential) Sheet 1	48641-E
54783-E*	ELECTRIC SCHEDULE E-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 1	35604-E
54784-E*	ELECTRIC SCHEDULE E-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 2	35605-E
54785-E*	ELECTRIC SCHEDULE E-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 3	35606-E
54786-E*	ELECTRIC SCHEDULE E-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 4	35607-E
54787-E*	ELECTRIC SCHEDULE E-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 5	35608-E
54788-E*	ELECTRIC SCHEDULE E-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 6	35609-E
54789-E*	ELECTRIC SCHEDULE E-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 7	35610-E
54790-E*	ELECTRIC TABLE OF CONTENTS Sheet 1	54489-E
54791-E*	ELECTRIC TABLE OF CONTENTS Sheet 7	54468-E
54792-E*	ELECTRIC TABLE OF CONTENTS Sheet 31	52943-E

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
38264-G	GAS SAMPLE FORM 79-1157 AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential) Sheet 1	36866-G
38265-G	GAS SCHEDULE G-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 1	32219-G
38266-G	GAS SCHEDULE G-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 2	32220-G
38267-G	GAS SCHEDULE G-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 3	32221-G
38268-G	GAS SCHEDULE G-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 4	32222-G
38269-G	GAS SCHEDULE G-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 5	32223-G
38270-G	GAS SCHEDULE G-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 6	32224-G
38271-G	GAS SCHEDULE G-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 7	32225-G
38272-G	GAS TABLE OF CONTENTS Sheet 1	38262-G
38273-G	GAS TABLE OF CONTENTS Sheet 3	38259-G
38274-G	GAS TABLE OF CONTENTS Sheet 12	37955-G*



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 CHARGES TO UTILITY BILL

You have applied for, or have entered into, an Eligible Agreement, as defined below, with the Participating Finance Company listed below. By signing this *Authorization To Add Charges To Utility Bill* (Authorization), you consent to allow the electric or gas utility checked below (Utility) to include monthly Financing Charges for repayment of your Eligible Agreement in your monthly utility bill from the Utility for the Service Address (Bill), and you agree to pay those charges on the terms described below.

<u>Electric Service</u>	<u>Natural Gas Service</u>	
<input type="checkbox"/>	<input type="checkbox"/>	<i>Pacific Gas and Electric Company</i>
<input type="checkbox"/>	<input type="checkbox"/>	<i>San Diego Gas & Electric Company</i>
<input type="checkbox"/>	<input type="checkbox"/>	<i>Southern California Edison Company</i>
N/A	<input type="checkbox"/>	<i>Southern California Gas Company</i>

Please note that this Authorization contains summary information about On-Bill Repayment (OBR). Before you sign this document, you should first review the more detailed OBR Rules as developed by the California Hub for Energy Efficiency Financing (CHEEF)¹ and OBR Tariff² as approved by the California Public Utilities Commission (CPUC).

The purpose of this Authorization is for the Customer to provide the Utility with the Customer's written consent to place Financing Charges on their utility bill. This Authorization will be accepted by each of the Utilities listed. Please complete this Authorization in its entirety.



¹ <http://www.treasurer.ca.gov/caeatfa/cheef/>. Note: The California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA) administers the CHEEF as part of the Energy Efficiency Financing Pilot Programs.

² <https://tariff.socalgas.com/regulatory/tariffs/tm2/pdf/43.pdf>
https://library.sce.com/content/dam/sce-doelib/public/regulatory/tariff/electric/schedules/other-rates/ELECTRIC_SCHEDULES_OBR.pdf
https://library.sce.com/content/dam/sce-doelib/public/regulatory/tariff/santa-catalina-island-gas/schedules/rates/GAS_SCHEDULES_G-OBR.pdf
https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_SCHEDULES_E-OBR.pdf
https://www.pge.com/tariffs/assets/pdf/tariffbook/GAS_SCHEDULES_G-OBR.pdf
https://tariff.sdge.com/tm2/pdf/ELEC_ELEC-RULES_ERULE_43.pdf
https://tariff.sdge.com/tm2/pdf/GAS_GAS-RULES_GRULE_43.pdf

AUTHORIZATION TO ADD CHARGES TO UTILITY BILL

In this document:

“**Customer**” means the individual or entity that takes service from the Utility.

“**Eligible Agreement**” means an agreement between you and a Participating Finance Company that satisfies the requirements for participation in OBR pursuant to OBR Rules, as developed by the CHEEF.

“**Financing Charge(s)**” means any and all principal, interest and other charges and fees payable by you in connection with your Eligible Agreement, as determined by your Participating Finance Company, and according to the terms of your Eligible Agreement, including fees for late or deficient payments.

“**OBR Charges**” means Financing Charges included in your Bill, pursuant to the OBR Tariff.

“**OBR Rules**” means rules and requirements for participation in OBR established by the CHEEF pursuant to Title 4, Division 13, Articles 6 and 7 of the California Code of Regulations.

“**Participating Finance Company**” means the finance or service company approved for participation in OBR by the CHEEF pursuant to the OBR Rules, and shown in the Account Information section below.

“**Service Address(es)**” means the property or properties serviced by the Utility as shown in the Account Information section below.

- 1. Authorization to Bill Financing Charges.** You authorize the Utility to include Financing Charges in your Bill until further notice. The Participating Finance Company will determine the amount of the monthly OBR Charge(s), and the Utility will include that amount in your Bill. The Utility does not verify the information provided by the Participating Finance Company. **OBR Charges may increase or decrease from month to month based on the terms of your Eligible Agreement, the inclusion of late charges and interest in accordance with your Eligible Agreement, and variations in the periods of time covered by each Utility billing cycle.**
- 2. Payment.** You agree to pay the OBR Charges along with the other charges in your Bill by the due date for payment of the Bill. All payments should be made to the Utility. The Utility will forward your OBR Charge payments to the Participating Finance Company. If a funding account for the payment to the Utility is a credit card or checking account, the Utility will not forward your payment to the Participating Finance Company unless that account has sufficient available credit and/or funds to pay the full amount of the energy charges and the OBR Charges.
- 3. Partial Payments.** Partial payments will be allocated as described below, depending on your participating Utility. Please note that, if the Utility stops billing you for OBR Charges before the Eligible Agreement is paid in full, you are still responsible for making payments for Financing Charges directly to the Participating Finance Company. Late payments may be subject to reporting to credit agencies by the Participating Finance Company.

For SDG&E and SoCalGas customers:

If you pay less than the total amount of your Bill (including OBR Charges), the amount you pay will be allocated to disconnectable charges as follows: current energy charges including deposits, energy related charges, and then any remaining amount will be applied to your OBR Charges and other third party charges according to the Utility’s approved payment process and consistent with the OBR Tariff. Payments will be applied to past due disconnectable charges prior to any current charges. Unless your Bill is associated with a residential property, your failure to pay any of the components of your Bill (including OBR Charges) will subject your account to potential service disconnection as set forth in Rule 11, Discontinuance of Service.

For PG&E and SCE customers:

If you pay less than the total amount of your Bill (including OBR Charges), the amount you pay will be allocated to disconnectable charges as follows: OBR Charges and utility and other non-OBR charges in proportion to the amount owed for each, using pro rata distribution, according to the Utility’s approved payment process and consistent with the OBR Tariff. Payments will be applied to past due disconnectable charges prior to any current charges. Unless your Bill is associated with a residential property, your failure to pay any of the components of your Bill (including OBR Charges) will subject your account to potential service disconnection as set forth in Rule 11, Discontinuance of Service.

AUTHORIZATION TO ADD CHARGES TO UTILITY BILL

4. **Overpayments.** The Utility is not responsible for collecting, receiving, or remitting any prepayment of your OBR Charges. If you desire to pay some or all of the outstanding Eligible Agreement balance or other Financing Charges independent of the OBR Charges, such payment should be sent directly to the Participating Finance Company, not the Utility. If the Utility receives payment from you in excess of your current charges, such excess payment will first be applied to your overdue charges, if any, and will then be applied to future charges on your account. If you desire to be returned any excess amounts remaining on your account after all overdue charges are paid, you must notify the Utility and the Utility will then return such funds.
5. **Billing Inquiries and Disputes.** If you have any questions about your Eligible Agreement or your OBR Charges, including any concerns that you may have been incorrectly charged, please contact the Participating Finance Company. Any disputes about your Eligible Agreement or OBR Charges must be resolved between you and the Participating Finance Company in accordance with your Eligible Agreement documentation and applicable law. The Utility will not be involved in resolving such disputes.

Questions about the energy charges on your Bill should be directed to the Utility at the number shown on the Bill.

6. **Transfer of Payment Obligation.** In the event that you cease to be the Customer at the Service Address, you remain fully responsible for all remaining amounts due directly to the Participating Finance Company pursuant to the terms of the Eligible Agreement, and the Utility will have no further obligation to collect OBR Charges from you. Responsibility to pay OBR Charges may be voluntarily assumed by the subsequent customer at the same Service Address, pursuant to the OBR Tariff and the OBR Rules, if the Participating Finance Company and subsequent customer agree in writing to transfer responsibility for the Financing Charges, and the subsequent customer signs a new Authorization to authorize OBR Charges to be placed on its Bill and submits it to the Utility.
7. **Service Disconnection for Non-Payment of OBR Charges (non-residential customers only).** You acknowledge that non-payment of your OBR Charges will result in a disconnection of your utility service consistent with the rules that generally apply to non-payment of your Bill, until such time that your OBR Charges 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 Rule 11 and Rule 6, Establishment and Re-Establishment of Credit.
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. **Utility not Liable for Improvements.** The Utility shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the improvements installed at the Service Address (Work). You will be responsible for any and all losses and damage you may suffer in connection with, and any claims by third parties resulting from, the Work. You shall release, indemnify and hold harmless the Utility, 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) your breach of this Authorization; (b) any defects or problems with the Work, or the failure of the Work to deliver any anticipated energy efficiencies; (c) your failure to pay any amount due or claimed by a contractor with respect to the Work; or (d) the wrongful or negligent acts or omissions of any party (including a contractor) in the conduct or performance of the Work.
10. **Liability in Connection with OBR Charges and Conduct by Participating Finance Companies, Contractors, and Service Providers.** The Utility shall not be liable to you for any damages caused by or resulting from any acts, omissions, or representations (i) made by the Participating Financing Company or a contractor or service provider in connection with soliciting customers for Qualified Measures, as defined in the OBR Tariff, or for the Eligible Agreement or (ii) the Participating Finance Company's failure to perform any commitment to you or misrepresentation to you. The amount of the OBR Charges shall be provided to the Utility by the CHEEF. The Utility shall not be liable to you if the amount of such charges is inaccurate in any way or contains charges that are in violation of the Eligible Agreement or any state or federal laws. The Participating Finance Company is not the Utility's agent for any purpose by virtue of the OBR billing procedures set forth in the OBR Tariff.

AUTHORIZATION TO ADD CHARGES TO UTILITY BILL

ACCOUNT INFORMATION

SERVICE ADDRESS DETAILS

Utility Name: _____

Service Address: _____

STREET

CA

CITY

STATE

ZIP

TELEPHONE NUMBER

Utility Account Number: _____ Service Agreement Number / CSAID: _____

PARTICIPATING FINANCE COMPANY AND ELIGIBLE AGREEMENT INFORMATION

Name of Participating Finance Company: _____

Initial OBR Charge amount*: _____

**Note that the initial OBR Charge amount is merely the first monthly charge to appear on your Bill and may reflect a discount or promotion. As stated in Section 1. (Authorization to Bill Financing Charges), above, OBR Charges may increase or decrease from month to month based on the terms of your Eligible Agreement, the inclusion of late charges and interest in accordance with your Eligible Agreement, and variations in the periods of time covered by each Utility billing cycle.*

By signing below, you hereby authorize the Utility to add Financing Charges to your Bill for the Service Address and Utility Account Number shown above.

You certify that you are the Utility's Customer financially responsible for charges to the Utility account represented by the Utility Account Number shown above, or an officer, representative, or agent authorized to act on behalf of the Utility's Customer, and hereby direct Financing Charges to be placed on the Bill.

Customer Name: _____

(ENTITY or INDIVIDUAL)

Individual Signatory Name (your name, if different): _____

FIRST

LAST

SIGNATURE

Executed this _____ day of _____
MONTH YEAR



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

Sheet 1

APPLICABILITY: This 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)

On-Bill Repayment (OBR) is designed to facilitate billing for an Eligible Agreement on the Customers' Bill to finance Qualified Measures and their installation at the Customers' Premises. (T)
|
(T)

OBR is available for Eligible Agreements funded by Participating Finance Companies as directed by the California Public Utilities Commission (CPUC). (T)
(T)

DEFINITIONS: The definitions of capitalized terms used in this Schedule are either defined in this Rate Schedule or are defined in Rule 1, Definitions. (T)
(T)

Bill: The Customer's Utility Bill. (D)
(N)

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

Customer: The individual or entity that takes service from PG&E. (N)

Eligible Agreement: An agreement between the Customer and Participating Finance Company that satisfies the requirements for participation in OBR pursuant to OBR Rules. (D)
(T)
(D)
(D)

(Continued)



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

Sheet 2

DEFINITIONS:
(cont'd.)

Financing Charge(s): Amounts due to a Participating Finance Company during a repayment period for an Eligible Agreement, including any late fees, late payments, or any other fees as calculated by the Participating Finance Company pursuant to the Eligible Agreement.	(D) (D) (T) (T)
On-Bill Repayment (OBR): A process whereby OBR Charges, are billed through the Customer's Bill, and collected OBR charges, are forwarded to the Participating Finance Company.	(T) (T)
OBR Charge(s): Financing Charge(s) relating to an Eligible Agreement for the financing of Qualified Measures and their installation at the Premises associated with the Customer's account and included on a Bill pursuant to the Eligible Agreement and OBR Rules.	(T) (T)
OBR Rules: Rules and requirements for participation in OBR established by the CHEEF in title 4, Division 13, Articles 6 and 7 of the California Code of Regulations.	(T)
Participating Finance Company: A finance or service company approved for participation in OBR by the CHEEF, pursuant to OBR rules.	(T) (T) (D) (D)
Participating Utility: Pacific Gas and Electric Company, Southern California Edison Company, San Diego Gas & Electric Company, and/or Southern California Gas Company.	
Qualified Measures: Measures approved as eligible for inclusion in OBR pursuant to OBR Rules.	(N) (N)
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: OBR is available throughout PG&E's electric service area, subject to the availability of Participating Finance Companies.	(T) (T)
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 coordination with the CHEEF.	(T)

(Continued)



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

Sheet 3

- | | |
|-------------------------------------|--|
| CUSTOMER ELIGIBILITY: | <ol style="list-style-type: none"> 1. A Customer or its authorized agent or representative, authorize PG&E to include the OBR Charge on the Bill. The Customer must be current on their Utility Charges at the time the OBR Charge is first added to the Bill (i.e. not in default, arrears or an active payment arrangement). (T)

(T) 2. A Customer must meet the eligibility requirements described in the OBR Rules. (T)

(D)

(D)

(D) |
| BILLING AND PAYMENT OF OBR CHARGES: | <ol style="list-style-type: none"> 1. PG&E is authorized to include OBR Charge on the Bill unless otherwise instructed by the CHEEF or as provided herein. Upon the Customer's or its authorized agent or representative's authorization, PG&E will include the OBR Charges as a line item or items on the Customer's Bill as calculated and transmitted by the Participating Finance Company 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 Charges. OBR Charges may increase or decrease from month to month based on the terms of the Eligible Agreement. (T)

(T) 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. The CHEEF may instruct PG&E to remove OBR Charges from the Bill pursuant to OBR rules. If PG&E receives instructions from the CHEEF, or a 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 Agreement shall be and remain the responsibility of the Participating Finance Company. (T)

(T) 3. In the event a Customer uses an Eligible Agreement to finance the installation of Qualified Measures consisting of both gas and electric measures, and is a Customer of more than one Participating Utility, then the OBR Charges attributable to such Eligible Agreement will be placed on the Bill of the Participating Utility for which the greatest Qualified Measure installed costs are expected to accrue as determined by the CHEEF. (T)

(T) 4. A 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. Unless otherwise instructed by CHEEF, 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. (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 OBR Charges, 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)

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 Customer other than those who reside in a residential or multi-family Premises, 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.

- 8. Utility Provision of Data on Collection Events: 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. (T)

- 9. Past-Due and Liability for Disconnection Notice: 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)

(Continued)

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**ELECTRIC SCHEDULE E-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 Finance Company elects to declare an event of default under the terms of the Eligible Agreement it may demand immediate repayment of the entire principal and interest amounts outstanding (acceleration of loan repayment). If the Finance Company chooses to accelerate the Eligible Agreement repayment, the Finance Company 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 Finance Company shall be fully responsible for collecting all further amounts due under the Eligible Agreement from the Customer. (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 OBR Charges, service shall be reconnected if required to comply with Bankruptcy Law provided the Customer complies with Rule 6. Once OBR Charges have been removed from the Bill due to the Customer's bankruptcy, Financing Charges shall only be placed back on the Bill pursuant to OBR Rules. (T)
- 12. Security Deposit: If a 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 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 OBR 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. (T)
- 13. Prepayment of OBR Charges: PG&E is not responsible for collecting, receiving or remitting any amounts to be attributable to prepayment of and Eligible Agreement. If, in accordance with the Eligible Agreement, the Customer elects to pay some or all of the outstanding Eligible Agreement balance independent of the OBR Charge, the Customer is expected to send such payment directly to the Participating Finance Company, 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 Eligible Agreement balance, PG&E shall return such excess funds to the Customer pursuant to the processes defined in existing rules, tariffs, and procedures. (T)
- 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 Measures and the Customer shall not be entitled to claim any reduction in OBR Charges based on the extent to which Qualified Measures achieve their anticipated benefits. OBR Charges must be paid by Customer whether or not the Qualified Measures result in a reduction in the 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 Measures. (T)
- 15. Loan Disclosures: Nothing in this Rate Schedule shall relieve Participating Finance Companies from any obligation by law to make disclosures or to provide periodic statements or other information to Customers with respect to Eligible Agreements. PG&E assumes no responsibility with respect to such disclosures and reporting by virtue of providing OBR services pursuant to this Rate Schedule. (T)

(Continued)



**ELECTRIC SCHEDULE E-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. Any payment arrangements for OBR Charges will be according to agreements between the Participating Finance Company and customer, and will not include involvement by the PG&E.	(T) (T)
REQUIRED AGREEMENTS:	1. Eligible Agreement: A Customer participating in OBR must be names on an Eligible Agreement with a Participating Finance Company which specifies the repayment obligations in accordance with the OBR Rules and any other associated agreements required by the Participating Finance Company.	(T) (T)
	2. Authorization Form: A Customer participating in OBR, or its authorized agent of representative, must execute Gas/Electric Sample Form 79-1157 "Authorization to Add Loan Charges to Utility Bill " that specifies the terms and conditions under which PG&E will include the OBR Charges, along with confirmation of PG&E's disconnection provisions.	(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 Premises. 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 Agreement in writing as deemed appropriate by the Participating Finance Company and must fully execute a new Gas/Electric Sample Form 79-1157 "Authorization to Add Loan Charges to Utility Bill." 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.	(T) (T) (T)
	2. In the event the Customer ceases to be PG&E's customer at the Premises where the Qualified Measures from the Eligible Agreement are installed, and the subsequent customer at the same premises does not authorize OBR Charges to be placed on the Bill, OBR Charges will no longer appear on the Bill for that Premises , and PG&E will have no further obligation to collect OBR Charges.	(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 Finance Company.	(T)

(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 OBR Charge(s), the dispute shall be resolved between the Customer and the Participating Finance Company and PG&E shall not be a party to the dispute. PG&E will continue to include the OBR Charges 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)
(T) |
| | 4. | Customers with an OBR repayment dispute shall resolve it directly with PG&E or Participating Finance Company. 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 Finance Company regarding any terms of the Eligible Agreement must be resolved directly with the Participating Finance Company and cannot be resolved by CAB. | (T)

(T)

(T) |
| LIABILITY IN
CONNECTION
WITH OBR
CHARGES AND
CONDUCT BY
PARTICIPATING
LENDERS,
LESSORS,
CONTRACTORS,
AND SERVICE
PROVIDERS: | 1. | PG&E or its agents shall not be liable to Customer for any damages caused by Participating Finance Company'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 Eligible Agreement or any state or federal laws. The Participating Finance Company 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 Finance Company or a contractor or service provider in connection with soliciting Customers for Qualified Measures or for the Eligible Agreement. | (T)
(T)

(T)
(T)

(T)

(T) |
| OTHER FORMS: | 1. | To receive bill payment history directly from PG&E, a Customer, or its authorized agent or representative must sign Form 79-1095 "Authorization to Receive Customer Information or Act On a Customer's Behalf" to provide the CHEEF and a Participating Finance Company authorization to access the Customer's billing information and any other relevant Customer-specific data. | (N)

(N) |



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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 CHARGES TO UTILITY BILL

You have applied for, or have entered into, an Eligible Agreement, as defined below, with the Participating Finance Company listed below. By signing this *Authorization To Add Charges To Utility Bill* (Authorization), you consent to allow the electric or gas utility checked below (Utility) to include monthly Financing Charges for repayment of your Eligible Agreement in your monthly utility bill from the Utility for the Service Address (Bill), and you agree to pay those charges on the terms described below.

<u>Electric Service</u>	<u>Natural Gas Service</u>	
<input type="checkbox"/>	<input type="checkbox"/>	<i>Pacific Gas and Electric Company</i>
<input type="checkbox"/>	<input type="checkbox"/>	<i>San Diego Gas & Electric Company</i>
<input type="checkbox"/>	<input type="checkbox"/>	<i>Southern California Edison Company</i>
N/A	<input type="checkbox"/>	<i>Southern California Gas Company</i>

Please note that this Authorization contains summary information about On-Bill Repayment (OBR). Before you sign this document, you should first review the more detailed OBR Rules as developed by the California Hub for Energy Efficiency Financing (CHEEF)¹ and OBR Tariff² as approved by the California Public Utilities Commission (CPUC).

The purpose of this Authorization is for the Customer to provide the Utility with the Customer's written consent to place Financing Charges on their utility bill. This Authorization will be accepted by each of the Utilities listed. Please complete this Authorization in its entirety.



¹ <http://www.treasurer.ca.gov/caeatfa/cheef/>. Note: The California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA) administers the CHEEF as part of the Energy Efficiency Financing Pilot Programs.

² <https://tariff.socalgas.com/regulatory/tariffs/tm2/pdf/43.pdf>
https://library.sce.com/content/dam/sce-doelib/public/regulatory/tariff/electric/schedules/other-rates/ELECTRIC_SCHEDULES_OBR.pdf
https://library.sce.com/content/dam/sce-doelib/public/regulatory/tariff/santa-catalina-island-gas/schedules/rates/GAS_SCHEDULES_G-OBR.pdf
https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_SCHEDULES_E-OBR.pdf
https://www.pge.com/tariffs/assets/pdf/tariffbook/GAS_SCHEDULES_G-OBR.pdf
https://tariff.sdge.com/tm2/pdf/ELEC_ELEC-RULES_ERULE_43.pdf
https://tariff.sdge.com/tm2/pdf/GAS_GAS-RULES_GRULE_43.pdf

AUTHORIZATION TO ADD CHARGES TO UTILITY BILL

In this document:

“**Customer**” means the individual or entity that takes service from the Utility.

“**Eligible Agreement**” means an agreement between you and a Participating Finance Company that satisfies the requirements for participation in OBR pursuant to OBR Rules, as developed by the CHEEF.

“**Financing Charge(s)**” means any and all principal, interest and other charges and fees payable by you in connection with your Eligible Agreement, as determined by your Participating Finance Company, and according to the terms of your Eligible Agreement, including fees for late or deficient payments.

“**OBR Charges**” means Financing Charges included in your Bill, pursuant to the OBR Tariff.

“**OBR Rules**” means rules and requirements for participation in OBR established by the CHEEF pursuant to Title 4, Division 13, Articles 6 and 7 of the California Code of Regulations.

“**Participating Finance Company**” means the finance or service company approved for participation in OBR by the CHEEF pursuant to the OBR Rules, and shown in the Account Information section below.

“**Service Address(es)**” means the property or properties serviced by the Utility as shown in the Account Information section below.

- 1. Authorization to Bill Financing Charges.** You authorize the Utility to include Financing Charges in your Bill until further notice. The Participating Finance Company will determine the amount of the monthly OBR Charge(s), and the Utility will include that amount in your Bill. The Utility does not verify the information provided by the Participating Finance Company. **OBR Charges may increase or decrease from month to month based on the terms of your Eligible Agreement, the inclusion of late charges and interest in accordance with your Eligible Agreement, and variations in the periods of time covered by each Utility billing cycle.**
- 2. Payment.** You agree to pay the OBR Charges along with the other charges in your Bill by the due date for payment of the Bill. All payments should be made to the Utility. The Utility will forward your OBR Charge payments to the Participating Finance Company. If a funding account for the payment to the Utility is a credit card or checking account, the Utility will not forward your payment to the Participating Finance Company unless that account has sufficient available credit and/or funds to pay the full amount of the energy charges and the OBR Charges.
- 3. Partial Payments.** Partial payments will be allocated as described below, depending on your participating Utility. Please note that, if the Utility stops billing you for OBR Charges before the Eligible Agreement is paid in full, you are still responsible for making payments for Financing Charges directly to the Participating Finance Company. Late payments may be subject to reporting to credit agencies by the Participating Finance Company.

For SDG&E and SoCalGas customers:

If you pay less than the total amount of your Bill (including OBR Charges), the amount you pay will be allocated to disconnectable charges as follows: current energy charges including deposits, energy related charges, and then any remaining amount will be applied to your OBR Charges and other third party charges according to the Utility’s approved payment process and consistent with the OBR Tariff. Payments will be applied to past due disconnectable charges prior to any current charges. Unless your Bill is associated with a residential property, your failure to pay any of the components of your Bill (including OBR Charges) will subject your account to potential service disconnection as set forth in Rule 11, Discontinuance of Service.

For PG&E and SCE customers:

If you pay less than the total amount of your Bill (including OBR Charges), the amount you pay will be allocated to disconnectable charges as follows: OBR Charges and utility and other non-OBR charges in proportion to the amount owed for each, using pro rata distribution, according to the Utility’s approved payment process and consistent with the OBR Tariff. Payments will be applied to past due disconnectable charges prior to any current charges. Unless your Bill is associated with a residential property, your failure to pay any of the components of your Bill (including OBR Charges) will subject your account to potential service disconnection as set forth in Rule 11, Discontinuance of Service.

AUTHORIZATION TO ADD CHARGES TO UTILITY BILL

4. **Overpayments.** The Utility is not responsible for collecting, receiving, or remitting any prepayment of your OBR Charges. If you desire to pay some or all of the outstanding Eligible Agreement balance or other Financing Charges independent of the OBR Charges, such payment should be sent directly to the Participating Finance Company, not the Utility. If the Utility receives payment from you in excess of your current charges, such excess payment will first be applied to your overdue charges, if any, and will then be applied to future charges on your account. If you desire to be returned any excess amounts remaining on your account after all overdue charges are paid, you must notify the Utility and the Utility will then return such funds.
5. **Billing Inquiries and Disputes.** If you have any questions about your Eligible Agreement or your OBR Charges, including any concerns that you may have been incorrectly charged, please contact the Participating Finance Company. Any disputes about your Eligible Agreement or OBR Charges must be resolved between you and the Participating Finance Company in accordance with your Eligible Agreement documentation and applicable law. The Utility will not be involved in resolving such disputes.

Questions about the energy charges on your Bill should be directed to the Utility at the number shown on the Bill.

6. **Transfer of Payment Obligation.** In the event that you cease to be the Customer at the Service Address, you remain fully responsible for all remaining amounts due directly to the Participating Finance Company pursuant to the terms of the Eligible Agreement, and the Utility will have no further obligation to collect OBR Charges from you. Responsibility to pay OBR Charges may be voluntarily assumed by the subsequent customer at the same Service Address, pursuant to the OBR Tariff and the OBR Rules, if the Participating Finance Company and subsequent customer agree in writing to transfer responsibility for the Financing Charges, and the subsequent customer signs a new Authorization to authorize OBR Charges to be placed on its Bill and submits it to the Utility.
7. **Service Disconnection for Non-Payment of OBR Charges (non-residential customers only).** You acknowledge that non-payment of your OBR Charges will result in a disconnection of your utility service consistent with the rules that generally apply to non-payment of your Bill, until such time that your OBR Charges 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 Rule 11 and Rule 6, Establishment and Re-Establishment of Credit.
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. **Utility not Liable for Improvements.** The Utility shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the improvements installed at the Service Address (Work). You will be responsible for any and all losses and damage you may suffer in connection with, and any claims by third parties resulting from, the Work. You shall release, indemnify and hold harmless the Utility, 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) your breach of this Authorization; (b) any defects or problems with the Work, or the failure of the Work to deliver any anticipated energy efficiencies; (c) your failure to pay any amount due or claimed by a contractor with respect to the Work; or (d) the wrongful or negligent acts or omissions of any party (including a contractor) in the conduct or performance of the Work.
10. **Liability in Connection with OBR Charges and Conduct by Participating Finance Companies, Contractors, and Service Providers.** The Utility shall not be liable to you for any damages caused by or resulting from any acts, omissions, or representations (i) made by the Participating Financing Company or a contractor or service provider in connection with soliciting customers for Qualified Measures, as defined in the OBR Tariff, or for the Eligible Agreement or (ii) the Participating Finance Company's failure to perform any commitment to you or misrepresentation to you. The amount of the OBR Charges shall be provided to the Utility by the CHEEF. The Utility shall not be liable to you if the amount of such charges is inaccurate in any way or contains charges that are in violation of the Eligible Agreement or any state or federal laws. The Participating Finance Company is not the Utility's agent for any purpose by virtue of the OBR billing procedures set forth in the OBR Tariff.

AUTHORIZATION TO ADD CHARGES TO UTILITY BILL

ACCOUNT INFORMATION

SERVICE ADDRESS DETAILS

Utility Name: _____

Service Address: _____

STREET

CA

CITY

STATE

ZIP

TELEPHONE NUMBER

Utility Account Number: _____ Service Agreement Number / CSAID: _____

PARTICIPATING FINANCE COMPANY AND ELIGIBLE AGREEMENT INFORMATION

Name of Participating Finance Company: _____

Initial OBR Charge amount*: _____

**Note that the initial OBR Charge amount is merely the first monthly charge to appear on your Bill and may reflect a discount or promotion. As stated in Section 1. (Authorization to Bill Financing Charges), above, OBR Charges may increase or decrease from month to month based on the terms of your Eligible Agreement, the inclusion of late charges and interest in accordance with your Eligible Agreement, and variations in the periods of time covered by each Utility billing cycle.*

By signing below, you hereby authorize the Utility to add Financing Charges to your Bill for the Service Address and Utility Account Number shown above.

You certify that you are the Utility's Customer financially responsible for charges to the Utility account represented by the Utility Account Number shown above, or an officer, representative, or agent authorized to act on behalf of the Utility's Customer, and hereby direct Financing Charges to be placed on the Bill.

Customer Name: _____

(ENTITY or INDIVIDUAL)

Individual Signatory Name (your name, if different): _____

FIRST

LAST

SIGNATURE

Executed this _____ day of _____
MONTH YEAR



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

Sheet 1

APPLICABILITY: This 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)

On-Bill Repayment (OBR) Pilots is designated to facilitate billing for an Eligible Agreement on the Customers' Bill to finance at the Customers' Premises. (T)

OBR is available for Eligible Agreements funded by Participating Finance Companies as directed by the California Public Utilities Commission (CPUC). (T)

DEFINITIONS: The definitions of capitalized terms used in this Schedule are either defined in this Rate Schedule or are defined in Gas Rule 1, Definitions. (T)

Bill: The Customer's Utility Bill. (D)

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

Customer: The individual or entity that takes service from PG&E. (D)

Eligible Agreement: An agreement between the Customer and Participating Finance Company that satisfies the requirements for participation in OBR pursuant to OBR Rules. (T)

(Continued)



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

Sheet 3

- | | | |
|-------------------------------------|--|--|
| CUSTOMER ELIGIBILITY: | <ol style="list-style-type: none"> 1. A Customer or its authorized agent or representative, authorize PG&E to include the OBR Charge on the Bill. The Customer must be current on their Utility Charges at the time the OBR Charge is first added to the Bill (i.e. not in default, arrears or an active payment arrangement). 2. A Customer must meet the eligibility requirements described in the OBR Rules. | <p>(T)

(T)

(T)

(D)
(D)</p> |
| BILLING AND PAYMENT OF OBR CHARGES: | <ol style="list-style-type: none"> 1. PG&E is authorized to include OBR Charge on the Bill unless otherwise instructed by the CHEEF or as provided herein. Upon the Customer's or its authorized agent or representative's authorization, PG&E will include the OBR Charges as a line item or items on the Customer's Bill as calculated and transmitted by the Participating Finance Company 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 Charges. OBR Charges may increase or decrease from month to month based on the terms of the Eligible Agreement. 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. The CHEEF may instruct PG&E to remove OBR Charges from the Bill pursuant to OBR rules. If PG&E receives instructions from the CHEEF, or a 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 Agreement shall be and remain the responsibility of the Participating Finance Company. 3. In the event a Customer uses an Eligible Agreement to finance the installation of Qualified Measures consisting of both gas and electric measures, and is a Customer of more than one Participating Utility, then the OBR Charges attributable to such Eligible Agreement will be placed on the Bill of the Participating Utility for which the greatest Qualified Measure installed costs are expected to accrue, as determined by the CHEEF. 4. A 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. | <p>(T)

(T)

(T)
(T)

(T)

(T)

(T)

(T)

(T)</p> |

(Continued)



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

Sheet 4

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

- 5. Unless otherwise instructed by CHEEF, 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. (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 OBR Charges, 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 the Customer's account to service disconnection. Residential service is not subject to disconnection for non-payment of OBR charges. (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 Customer other than those who reside in a residential or multi-family Premises, 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.
- 8. Utility Provision of Data on Collection Events: 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. (T)
- 9. Past-Due and Liability for Disconnection Notice: 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)

(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 Finance Company elects to declare an event of default under the terms of the Eligible Agreement it may demand immediate repayment of the entire principal and interest amounts outstanding (acceleration of loan repayment). If the Participating Finance Company chooses to accelerate the Eligible Agreement repayment, the Finance Company 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 Finance Company shall be fully responsible for collecting all further amounts due under the Eligible Agreement from the Customer. (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 OBRCharges, service shall be reconnected if required to comply with Bankruptcy Law provided the Customer complies with Rule 6. Once OBR Charges have been removed from the Bill due to the Customer's bankruptcy, Financing Charges shall only be places back on the Bill pursuant to OBR Rules. (T)
- 12. Security Deposit: If a 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 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 OBR 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. (T)
- 13. Prepayment of OBR Charges: PG&E is not responsible for collecting, receiving or remitting any amounts to be attributable to prepayment of and Eligible Agreement. If, in accordance with the Eligible 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 Finance Company, 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 Eligible Agreement balance, PG&E shall return such excess funds to the Customer pursuant to the processes defined in existing rules, tariffs, and procedures. (T)
- 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 Measuresand the Customer shall not be entitled to claim any reduction in OBR Charges based on the extent to which Qualified Measuresachieve their anticipated benefits. OBR Charges must be paid by Customer whether or not the Qualified Measures result in a reduction in the 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 Measures. (T)
- 15. Loan Disclosures: Nothing in this Rate Schedule shall relieve Participating Finance Companies from any obligation by law to make disclosures or to provide periodic statements or other information to Customers with respect to Eligible Agreements. PG&E assumes no responsibility with respect to such disclosures and reporting by virtue of providing OBR services pursuant to this Rate Schedule. (T)

(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 Participating Finance Company and customer, and will not include involvement by the PG&E.	(T) (T)
REQUIRED AGREEMENTS:	1. Eligible Agreement: A Customer participating in OBR must be names on an Eligible Agreement with a Participating Finance Company which specifies the repayment obligations in accordance with the OBR Rules and any other associated agreements required by the Participating Finance Company.	(T) (T)
	2. Authorization Form: A Customer participating in OBR, or its authorized agent of representative, must execute Gas/Electric Sample Form 79-1157 "Authorization to Add Loan Charges to Utility Bill " that specifies the terms and conditions under which PG&E will include the OBR Charges, along with confirmation of PG&E's disconnection provisions.	(T) (T) (D)
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 Premises. 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 Agreement in writing as deemed appropriate by the Participating Finance Company and must fully execute a new Gas/Electric Sample Form 79-1157 "Authorization to Add Loan Charges to Utility Bill." 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.	(T) (T) (T)
	2. In the event the Customer ceases to be PG&E's customer at the Premises where the Qualified Measures from the Eligible Agreements are installed, and the subsequent customer at the same premises does not authorize OBR Charges to be placed on the Bill, OBR Charges will no longer appear on the Bill for that Premises , and PG&E will have no further obligation to collect OBR Charges.	(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 Finance Company.	(T)

(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 OBR Charge(s), the dispute shall be resolved between the Customer and the Participating Finance Company and PG&E shall not be a party to the dispute. PG&E will continue to include the OBR Charges 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)
(T)
- 4. Customers with an OBR repayment dispute shall resolve it directly with PG&E or Participating Finance Company. 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 Finance Company regarding any terms of the Eligible Agreement must be resolved directly with the Participating Finance Company and cannot be resolved by CAB. (T)
(T)
(T)

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

- 1. PG&E or its agents shall not be liable to Customer for any damages caused by Participating Finance Company'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 Eligible Agreement or any state or federal laws. The Participating Finance Company 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 Finance Company or a contractor or service provider in connection with soliciting Customers for Qualified Measures or for the Eligible Agreement. (T)
(T)

OTHER FORMS:

- 1. To receive bill payment history directly from PG&E, a Customer, or its authorized agent or representative must sign Form 79-1095 "Authorization to Receive Customer Information or Act On a Customer's Behalf" to provide the CHEEF and a Participating Finance Company authorization to access the Customer's billing information and any other relevant Customer-specific data. (N)
(N)



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Advice 4688-G
Decision D.13-09-044

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted December 14, 2022
Effective December 14, 2022
Resolution



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Attachment 2

Redline Tariff Revisions



**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) is designed to Pilots facilitate billing for an Eligible Agreement on the Customers' Bill Eligible Loans or Leases between Customers and Participating Financial Institutions (FIs) on the Customers' Energy Statement (Bill) to finance the purchase or lease and Qualified Measures and their 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 Agreements ~~eligible charges~~ funded ~~and closed~~ by Participating ~~FIs~~ Finance Companies 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)

~~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.~~

Bill: The Customer's Utility Bill

California Hub for Energy Efficiency Financing (CHEEF): a central enabling entity through which energy users, financial ~~and/or service companies~~ institutions, energy efficiency providers and Participating Utilities can participate in a ~~pilot program~~ to help finance the installation of Eligible Energy Efficiency Qualified Measures. The CHEEF may act through agents or third-party service providers.⁴ (T)
(T)
(N)
(L)/(T)

Customer: The individual or entity that takes service from PG&E (L)
(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)
(T)

Eligible Lease Agreement: An agreement between the Customer and ~~lease from a~~ Participating Finance Company Lessor to a Customer for lease of one or more EEEMs that satisfy ~~esy~~ the requirements for participation in OBR ~~in the pursuant to~~ 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.~~

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

~~**On-Bill Repayment (OBR):** A process whereby OBR Charges, are included billed through the in a Customer's Bill, and collected OBR charges, are paid concurrently with the Utility Charges and forwarded to the Participating Finance CompanyFI.~~

~~**OBR Charge(s):** Financing Charge(s) relating to an Eligible Agreement for the financing of Qualified Measures and their installation at the Premises associated with the Customer's account and included on a Bill pursuant to the Eligible Agreement and OBR Rules. 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.~~ (T)

~~**OBR Rules:** Rules and requirements for participation in OBR established by the CHEEF in title 4, Division 13, Articles 6 and 7 of the California Code of Regulations.~~

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

~~**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.~~ (L)

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

~~**Qualified Measures:** Measures approved as eligible for inclusion in OBR pursuant to OBR 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 is~~ available throughout PG&E's electric service area, subject to the (Continued)



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

Sheet 2

availability of Participating ~~Fls~~Finance Companies.

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~~ coordination with the CHEEF.

(Continued)

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

Sheet 3

CUSTOMER
ELIGIBILITY:

1. ~~A Customer or its authorized agent or representative, authorize PG&E to include the OBR Charge on the Bill. The Customers must be current on their Utility Charges at the time the OBR Charge is first added to the Bill (i.e. not in default, arrears or an active payment arrangement) 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). A Customer must meet the eligibility requirements described in the OBR Rules.~~
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.~~ (T)
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 the~~ Bill ~~until the Eligible Loan or Lease is fully repaid and discharged~~ unless otherwise instructed by the CHEEF or as provided herein. Upon ~~the~~ Customer's ~~or its authorized agent or representative's~~ authorization, PG&E will include the OBR Charges as a line item or items on the Customer's Bill as calculated and transmitted by the Participating ~~FI Finance Company~~ 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 Charges. OBR Charges may ~~increase or decrease vary~~ from month to month based on the ~~Eligible Loan or Lease terms~~ terms of the Eligible Agreement.
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 pursuant to OBR rules.~~ If PG&E receives instructions from the CHEEF, or ~~other a~~ 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 Agreement~~ shall be and remain the responsibility of the Participating ~~FI Finance Company~~. (N)
3. In the event a Customer uses ~~an Eligible Agreement OBR to finance the installation of 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 Agreement~~ will be placed on the Bill of the Participating Utility for which the greatest ~~EEEM Qualified Measure~~ installed costs are expected to accrue, as determined by the CHEEF. (T)
4. ~~A~~ 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

(Continued)



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

Sheet 3

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. Unless otherwise instructed by CHEEF, 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 Charges, 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 Premises, 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. Utility Provision of Data on Collection Events: 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. (T)
- 9. Past-Due and Liability for Disconnection Notice: 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)

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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 ~~Finance Company~~ elects to declare an event of default under the ~~Loan or Lease Agreement terms of the Eligible Agreement~~ it may demand immediate repayment of the entire principal and interest amounts outstanding (acceleration of loan repayment). If the ~~Participating FI-Finance Company~~ chooses to accelerate the ~~loan-Eligible Agreement~~ repayment, the ~~Participating FI-Finance Company~~ 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-Finance Company~~ shall be fully responsible for collecting all further amounts due under the ~~Loan or Lease-Eligible 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-OBR~~ 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. Once OBR Charges have been removed from the Bill due to the Customer's bankruptcy, Financing Charges shall only be places back on the Bill pursuant to OBR Rules.~~
- 12. Security Deposit: If ~~a~~ Customer has or is required to provide a security deposit to establish or re-establish credit with ~~Utility-PG&E~~ 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-OBR~~ 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 and Eligible Agreement~~. If, in accordance with the ~~Loan or Lease-Eligible Agreement~~, the Customer elects to pay some or all of the outstanding Eligible ~~Loan or Lease-Agreement~~ balance independent of the OBR Charge, the Customer is expected to send such payment directly to the Participating ~~Finance Company~~, 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-Eligible Agreement~~ balance, PG&E shall return such excess funds to the Customer pursuant to the processes defined in existing rules, tariffs, and procedures. (T)
(T)
(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-Qualified Measures~~ and ~~the~~ Customer shall not be entitled to claim any reduction in OBR Charges based on the extent to which ~~EEEMs-Qualified Measures~~ achieve their anticipated benefits. OBR Charges must be paid by Customer whether or not the ~~EEEMs-Qualified Measures~~ result in a reduction in ~~the~~ 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-Qualified Measures~~. (T)
(T)
- 15. Loan Disclosures: Nothing in this Rate Schedule shall relieve Participating ~~Fis~~ ~~Finance Companies~~ 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-Agreements~~. PG&E assumes no responsibility with respect to

(Continued)

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

Sheet 5

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. Any payment arrangements for OBR Charges will be according to agreements between the ~~Financial Institution~~ Participating Finance Company and customer, and will not include involvement by the ~~utility provider~~ PG&E. (T)

- REQUIRED AGREEMENTS:
 - 1. ~~Loan or Lease~~ Eligible Agreement: ~~A~~ Customers participating in ~~an~~ OBR Pilot must ~~be names on an Eligible Agreement execute a Loan or Lease Agreement~~ with a Participating ~~FI~~ Finance Company which specifies the repayment obligations in accordance with the OBR Rules and any other associated agreements required by the ~~FI~~ Participating Finance Company.
 - 2. ~~Customer Billing Agreement~~ Authorization Form: ~~A~~ Customer participating in OBR, or its authorized agent of representative, must execute 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 Premises. 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 Agreement~~ in writing as deemed appropriate by the Participating ~~FI~~ Finance Company 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. (T)
 - 2. In the event the Customer ceases to be ~~the PG&E's c~~ Customer of record at the Premises where the ~~EEEMs-Qualified Measures funded by proceeds~~ from the Eligible ~~Loan or Lease Agreement~~ are installed, and the subsequent customer at the same premises does not assume responsibility to pay all further authorize OBR Charges to be placed on the Bill, OBR Charges will no longer appear on the Bill for that Premises 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)

- 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~~ Finance Company.

(Continued)



**ELECTRIC SCHEDULE E-OB
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(s), the dispute shall be resolved between the Customer and the Participating ~~Finance Company~~ and PG&E shall not be a party to the dispute. PG&E will continue to include the OBR Charges 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.

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4. Customers with an OBR repayment dispute shall resolve it directly with PG&E or Participating ~~Finance Company~~. 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 ~~Finance Company~~ regarding any terms of the Eligible ~~Loan or Lease Agreement~~ must be resolved directly with the Participating ~~Finance Company~~ and cannot be resolved by CAB.

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

1. PG&E or its agents shall not be liable to Customer for any damages caused by Participating ~~Finance Company'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 Eligible~~ Agreement or any state or federal laws. The Participating ~~Finance Company~~ 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 ~~Finance Company~~ or a contractor or service provider in connection with soliciting Customers for ~~EEEMs-Qualified Measures~~ or for the Eligible ~~Loan or Lease Agreement~~.

(T)

OTHER FORMS:

1. To receive bill payment history directly from PG&E, a Customer, or its authorized agent or representative must sign Form 79-1095 "Authorization to Receive Customer Information or Act On a Customer's Behalf" to provide the CHEEF and a Participating Finance Company authorization to access the Customer's billing information and any other relevant Customer-specific data.



**GAS SCHEDULE G-OB
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.

~~The Energy Efficiency Financing On-Bill Repayment (OBR) Pilots is designated to facilitate billing for an Eligible Agreement on the Customers' Bill 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.~~

OBR is available for ~~loans-Eligible Agreements~~ funded ~~and closed~~ by Participating ~~FIs Finance Companies~~ as 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.~~

Bill: The Customer's Utility Bill

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

Customer: The individual or entity that takes service from PG&E

~~**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.~~

~~**Eligible Lease Agreement:** An agreement between the Customer and lease from a Participating Finance Company Lessor to a Customer for lease of one or more EEEMs that satisfies the requirements for participation in OBR ~~in the pursuant to~~ OBR Rules.~~

~~**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.~~

~~**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.~~

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

Sheet 1

~~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.~~

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**GAS SCHEDULE G-OB
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 EEMs at Customer's Premise and recover the Loan Charges through On-Bill Repayment.~~

(L)
(L)/(T)
(L)

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

~~**On-Bill Repayment:** A process whereby OBR Charges, are included-billed through the in a Customer's Bill, and collected OBR charges, are paid concurrently with the Utility Charges and forwarded to the Participating Finance Company.~~

~~**OBR Charge(s):** Financing Charge(s) relating to an Eligible Agreement for the financing of Qualified Measures and their installation at the Premises associated with the Customer's account and included on a Bill pursuant to the Eligible Agreement and OBR Rules. 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.~~

(T)

~~**OBR Rules:** Rules and requirements for participation in OBR established by the CHEEF in title 4, Division 13, Articles 6 and 7 of the California Code of Regulations.~~

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

~~**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.~~

(L)
1
(L)

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

~~**Qualified Measures:** Measures approved as eligible for inclusion in OBR pursuant to OBR 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 is available throughout PG&E's gas service area, subject to the availability of Participating Finance Companies.~~

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~~-coordination with the

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ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 2

CHEEF.

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

Sheet 3

**CUSTOMER
ELIGIBILITY:**

1. ~~A Customer or its authorized agent or representative, authorize PG&E to include the OBR Charge on the Bill. The Customer must be current on their Utility Charges at the time the OBR Charge is first added to the Bill (i.e. not in default, arrears or an active payment arrangement) 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). A Customer must meet the eligibility requirements described in the OBR Rules.~~
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.~~ (T)
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 ~~the a~~ Bill ~~until the Eligible Loan or Lease is fully repaid and discharged~~ unless otherwise instructed by the CHEEF or as provided herein. Upon ~~the~~ Customer's or its authorized agent or representative's authorization, PG&E will include the OBR Charges as a line item or items on the Customer's Bill as calculated and transmitted by the Participating ~~FI Finance Company~~ 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 Charges. OBR Charges may ~~increase or decrease vary~~ from month to month based on the ~~Eligible Loan or Lease terms, terms of the Eligible Agreement.~~
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 pursuant to OBR rules.~~ If PG&E receives instructions from the CHEEF, or ~~other a~~ 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 Agreement~~ shall be and remain the responsibility of the Participating ~~FI Finance Company.~~ (N)
3. In the event a Customer uses an Eligible Agreement OBR to finance the installation of 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 Agreement~~ will be placed on the Bill of the Participating Utility for which the greatest EEEM Qualified Measure installed costs are expected to accrue, as determined by the CHEEF. (T)
4. A 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 (T)

(Continued)



**GAS SCHEDULE G-OBR
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Sheet 3

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. Unless otherwise instructed by CHEEF, 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.

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 Charges, 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 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 Premises, 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.

8. Utility Provision of Data on Collection Events: 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. Past-Due and Liability for Disconnection Notice: 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.

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**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 ~~Finance Company~~ elects to declare an event of default under the ~~Loan or Lease Agreement, terms of the Eligible Agreement~~ it may demand immediate repayment of the entire principal and interest amounts outstanding (acceleration of loan repayment). If the Participating ~~FI-Finance Company~~ chooses to accelerate the ~~loan-Eligible Agreement~~ repayment, the ~~Participating FI-Finance Company~~ 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-Finance Company~~ shall be fully responsible for collecting all further amounts due under the ~~Loan or Lease Eligible 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- OBR~~ 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. Once OBR Charges have been removed from the Bill due to the Customer's bankruptcy, Financing Charges shall only be places back on the Bill pursuant to OBR Rules.~~
12. Security Deposit: If ~~a~~ Customer has or is required to provide a security deposit to establish or re-establish credit with ~~Utility- PG&E~~ 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-OBR~~ 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 and Eligible Agreement~~. If, in accordance with the ~~Loan or Lease-Eligible-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 ~~Finance Company~~, 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 Eligible Agreement~~ 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 Measures EEEMs and the~~ Customer shall not be entitled to claim any reduction in OBR Charges based on the extent to which ~~Qualified Measures EEEMs~~ achieve their anticipated benefits. OBR Charges must be paid by Customer whether or not the ~~Qualified Measures EEEMs~~ result in a reduction in ~~the~~ 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 Measures-EEEMs~~.
15. Loan Disclosures: Nothing in this Rate Schedule shall relieve Participating ~~FI Finance Companies~~ 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 Agreements~~. PG&E assumes no responsibility with respect to

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**GAS SCHEDULE G-OBR
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Sheet 5

such disclosures and reporting by virtue of providing OBR services pursuant to this Rate Schedule.

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**GAS SCHEDULE G-OBR
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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 Participating Finance Company ~~Financial Institution~~ and customer, and will not include involvement by the ~~utility provider~~ PG&E.

REQUIRED
AGREEMENTS:

1. ~~Loan or Lease~~ Eligible Agreement: ~~A Customer~~ participating in ~~an~~ OBR Pilot must ~~be names on an Eligible Agreement~~ execute a Loan or Lease Agreement with a Participating ~~FI~~ Finance Company which specifies the repayment obligations in accordance with the OBR Rules and any other associated agreements required by the ~~FI~~ Participating Finance Company.
2. ~~Customer Billing Agreement Authorization Form~~: A Customer participating in OBR, or its authorized agent or representative, must execute 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 Premises. 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 Agreement~~ in writing as deemed appropriate by the Participating ~~FI~~ Finance Company 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 PG&E's c~~ Customer of record at the Premises where the ~~EEEMs-Qualified Measures funded by proceeds~~ from the Eligible ~~Loan or Lease Agreements~~ are installed, and the subsequent customer at the same premises does not assume responsibility to pay all further authorize OBR Charges to be placed on the Bill, OBR Charges will no longer appear on the Bill for that Premises; ~~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~~ Finance Company.

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**GAS SCHEDULE G-OBR
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Sheet 7

BILLING
INQUIRIES OR
DISPUTES:
(cont'd.)

- 3. Where the Customer disputes its obligations to pay ~~an~~ OBR Charge(s), the dispute shall be resolved between the Customer and the Participating ~~Finance Company~~ and PG&E shall not be a party to the dispute. PG&E will continue to include the OBR Charges 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 ~~Finance Company~~. 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 ~~Finance Company~~ regarding any terms of the Eligible ~~Loan or Lease Agreement~~ must be resolved directly with the Participating ~~Finance Company~~ and cannot be resolved by CAB.

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

- 1. PG&E or its agents shall not be liable to Customer for any damages caused by Participating ~~Finance Company'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 Eligible~~ Agreement or any state or federal laws. The Participating ~~Finance Company~~ 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 ~~Finance Company~~ or a contractor or service provider in connection with soliciting Customers for ~~EEEMs~~ Qualified Measures or for the Eligible ~~Agreement~~ Loan or Lease.

OTHER FORMS:

- 1. To receive bill payment history directly from PG&E, a Customer, or its authorized agent or representative must sign Form 79-1095 "Authorization to Receive Customer Information or Act On a Customer's Behalf" to provide the CHEEF and a Participating Finance Company authorization to access the Customer's billing information and any other relevant Customer-specific data.

**PG&E Gas and Electric
Advice Submittal List
General Order 96-B, Section IV**

AT&T Albion Power Company	East Bay Community Energy Ellison Schneider & Harris LLP Engineers and Scientists of California	Pioneer Community Energy
Alta Power Group, LLC Anderson & Poole	GenOn Energy, Inc. Goodin, MacBride, Squeri, Schlotz & Ritchie Green Power Institute Hanna & Morton ICF	Public Advocates Office Redwood Coast Energy Authority Regulatory & Cogeneration Service, Inc.
Atlas ReFuel BART	iCommLaw International Power Technology Intertie	Resource Innovations SCD Energy Solutions San Diego Gas & Electric Company
Barkovich & Yap, Inc. Braun Blaising Smith Wynne, P.C. California Cotton Ginners & Growers Assn California Energy Commission	Intestate Gas Services, Inc.	SPURR San Francisco Water Power and Sewer Sempra Utilities
California Hub for Energy Efficiency Financing	Johnston, Kevin Kelly Group Ken Bohn Consulting Keyes & Fox LLP Leviton Manufacturing Co., Inc.	Sierra Telephone Company, Inc. Southern California Edison Company Southern California Gas Company Spark Energy Sun Light & Power Sunshine Design Stoel Rives LLP
California Alternative Energy and Advanced Transportation Financing Authority California Public Utilities Commission Calpine	Los Angeles County Integrated Waste Management Task Force MRW & Associates Manatt Phelps Phillips Marin Energy Authority McClintock IP McKenzie & Associates	Tecogen, Inc. TerraVerde Renewable Partners Tiger Natural Gas, Inc.
Cameron-Daniel, P.C. Casner, Steve Center for Biological Diversity	Modesto Irrigation District NLine Energy, Inc. NRG Solar	TransCanada Utility Cost Management Utility Power Solutions Water and Energy Consulting Wellhead Electric Company Western Manufactured Housing Communities Association (WMA) Yep Energy
Chevron Pipeline and Power City of Palo Alto	OnGrid Solar Pacific Gas and Electric Company Peninsula Clean Energy	
City of San Jose Clean Power Research Coast Economic Consulting Commercial Energy Crossborder Energy Crown Road Energy, LLC Davis Wright Tremaine LLP Day Carter Murphy		
Dept of General Services Don Pickett & Associates, Inc. Douglass & Liddell Dish Wireless L.L.C.		