



Portland General Electric Company
121 SW Salmon Street • Portland, Oregon 97204
PortlandGeneral.com

December 3, 2014

Public Utility Commission of Oregon
Attn: Filing Center
3930 Fairview Industrial Drive SE
P.O. Box 1088
Salem, OR 97308-1088

**RE: Advice No. 14-26, AR 584 Compliance Filing,
Rulemaking to Amend Rules Regarding Adjustment of Utility Bills**

Portland General Electric (PGE) submits this Compliance filing pursuant to Oregon Revised Statutes 757.205, 757.210, and Oregon Administrative Rule 860-021-0135, for filing proposed tariff sheets associated with Tariff P.U.C. No. 18 with an effective date of **December 5, 2014:**

First Revision of Sheet No. F-4
First Revision of Sheet No. F-5
Fourth Revision of Sheet No. F-6
First Revision of Sheet No. F-7
Second Revision of Sheet No. F-8
Second Revision of Sheet No. F-9

This Compliance Filing is being made pursuant to OPUC Orders No. 14-230 in Docket AR 579 and 14-393 in Docket No. AR 584. The Orders adopt administrative rules implementing SB 237, codified as ORS 757.077, which places a limit on how far back a utility may bill a customer or former customer for erroneous bills. This filing conforms PGE's tariff to the adopted rules. The remainder of the tariff sheets are submitted due to pagination of the new material.

Oregon Administrative Rules (OAR) 860-022-0025(2) and 860-022-0030(1) do not apply because this filing does not propose any prices.

Should you have any questions or comments regarding this filing, please contact Terri Bowman at (503) 464-8854.

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Please direct all formal correspondence and requests to the following email address
pge.opuc.filings@pgn.com

Sincerely,



Karla Wenzel
Manager, Pricing and Tariffs

Enclosures
Cc: AR 584 Service List

D. Incorrect Metering or Billing

- 1) When Utility Service has been unmetered, incorrectly metered or billed, regardless of cause, the Company in accordance to OAR 860-021-0135, may adjust its billings and issue a corrected bill to collect under billed amounts or must issue a refund or bill credit for previous amounts over billed.
- 2) Except as provided in Section (5) of this rule, when an adjustment is necessary:
 - a) The Company may rebill the Customer the correct amounts when an under billing is identified. The Company may not rebill for charges accruing more than two years before the date on which the Company identified the incorrect bill. The rebill may not include charges accruing more than 12-months from the date of the last incorrect bill.
 - b) The Company must refund the Customer when an over billing is identified. The Company may not refund amounts overpaid more than three years before the date on which the Company identified the incorrect bill. The refund period may not include overpayments made more than 12-months from the date of the last incorrect bill.
- 3) The Company will provide written notice to the Customer detailing the circumstances of the adjustment, time period, the adjusted amount of an under or over-billing and the Commission's dispute process. If an over-billing occurs, the Customer will have the option of a refund or a bill credit. For an under-billing, the Company will offer the Customer a time payment agreement or renegotiate the terms of an existing time payment agreement to include the under-billing. A time payment agreement will not apply if the under-billing is due to the conditions listed in Section (4) of this rule.
- 4) If the under-billing is the result of fraud, tampering, diversion, theft, misinformation, false identification or any other unlawful conduct on the part of the Customer or former Customer, the Company may bill for and collect the full amount owed to the Company without limitation.
- 5) The Company may waive re-billing or issuance of a refund when costs of taking such action are uneconomical or when a meter is found to be less than 2% fast or slow.

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E. **Special Meter Reading**

The Special Meter Reading Charge, as set forth under Schedule 300, is applied when a Customer has requested more than one Special Meter Reading during the preceding 12-month period to verify the accuracy of a previous meter reading. If the Special Meter Reading results in a billing correction, the Company will waive the Special Meter Reading Charge.

F. **Unmetered Loads**

Electricity Service to fixed loads with fixed periods of operation, such as streetlights, Schedule 92 traffic lights, television amplifiers and other similar installations, may be unmetered for the convenience and mutual benefit of the Customer and Company. Monthly usage is billed in accordance with the Customer's applicable rate schedule. Customers have the responsibility of notifying the Company of changes in connected load. Without such notice, the Company is not obligated to make retroactive adjustments to billings or continue to offer unmetered service to the fixed load.

G. **Special Demand**

All rate schedules are based upon loads for which standard Demand measurements reflect adequately the burden imposed on the Company's system. If a Customer has a load with large short-period fluctuations, the Company reserves the right to employ a Special Demand determination.

H. **Reactive Demand**

All rate schedules assume that the Customer takes a minimum of Reactive Demand. Charges in the rate schedules for Reactive Demand are separate from and in addition to charges under the monthly rate for Demand and Electricity or under any minimum charge. Where the Customer installs equipment to supply part or all of its Reactive Demand requirement, such equipment must be switched in a manner acceptable to the Company. Separate charges for Reactive Demand will not be made when the Customer's Reactive Demand is 30 kVar or less.

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5. **Presentation and Payment of Bills**

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A. **Generally**

The rate schedules in this Tariff set forth the rates for one Billing Period. However, the Company may read meters and render bills for a period shorter or longer than one Billing Period, in which case the charges based on one month of service (e.g. monthly Basic Charges, charges for Facility Capacity and other Demand related charges) and the number of kWh in each of the rate blocks of the rate schedules will be prorated by multiplying by the number of days in the period and dividing by 30. The number of days in the Billing Period must be less than 27 or more than 34 for a bill to be prorated.

B. **Prorating Initial and Closing Bills**

Initial and closing bills are prorated, unless the time between initial and final use of service is less than 27 days.

C. **Prorating for Tariff Changes**

Changes in Tariff charges or provisions which become effective with service rendered as of a particular date rather than upon the date of meter readings or billings are prorated based on the number of days during the Billing Period that service was provided under the former and revised rate schedules unless the Company is billing on a daily basis using daily readings.

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D. **Payment of Bills**

All bills are due and payable 15 days from the date of presentation, unless otherwise specified on the bill. The date of presentation is the date on which the Company mails or transmits the bill.

Customers who meet eligibility requirements may request a due date different than the date designated for that customer's regular billing cycle. At no time will the actual due date be earlier in a calendar month than the date requested by the customer, but it may vary up to 7 days. A Customer may change their bill due date up to two times within a 12 month period.

Non-cash payments remitted by Customers in payment of bills are accepted conditionally. A Returned Payment Charge, set forth under Schedule 300, is assessed when the Customer's financial institution refuses to pay as charged.

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If a Customer's non-cash payment is returned by the Customer's financial institution within the last 12 months, future payments must be made in cash, money order, verified credit card payment or cashier's check.

E. **Processing of Payments**

The Company will allocate payments from Customers in the following order:

- 1) Past due deposits or installments;
- 2) Required deposits currently due;
- 3) Past due regulated charges for Electricity Services;
- 4) Current regulated charges for Electricity Services;
- 5) Past due charges for optional services by oldest date first; and
- 6) Current charges for optional services.

F. **Budget Pay Plans**

Budget Pay Plans are available to Residential Customers who have satisfactory credit and have no past due balance on their account. At the Company's option, Small Nonresidential Customers that are not receiving Direct Access Service may also be offered these plans. No additional charges will be made for rendering bills under a Budget Pay Plan. The Company may adjust a Customer's budget pay amount if changes in the Customer's usage patterns or other factors cause the budget pay amount to no longer accurately reflect the Customer's actual billings.

The Company may discontinue a Customer's Budget Pay Plan if the Customer fails to pay the monthly budget pay amount in full by the due date. Customers may discontinue participation in the Budget Pay Plan upon notification to the Company. If a Budget Pay Plan is discontinued, the Customer must pay any unpaid balance determined by subtracting the total amount paid under the Budget Pay Plan from the total amount the bills would have been, based on the actual kWh used. If a budget pay plan is voluntarily or involuntarily discontinued, the Company is not obligated to offer another Budget Pay Plan to that Customer for a period of 12 months from the time the plan was discontinued.

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Budget Pay Plans (Continued)

Other monthly charges, such as financing contract and area light charges, will be added to the Customer's monthly bill but are not included when computing the monthly budget pay amount. The Company offers:

1) **Average Pay Plan**

Bills for service under this plan are rendered on a 12-month average basis. The average pay amount is calculated each month and is equal to the average consumption of the preceding 12-months (actual or estimated) or less (based on the number of months available), multiplied by the current rate, plus up to 1/10 of any then-outstanding debit or credit balance.

2) **Equal Pay Plan**

The monthly payment amount is based upon 1/12 of the anticipated annual bill, adjusted as necessary for Tariff changes. Annually, Customer accounts are reviewed to determine the equal pay amount for the subsequent 12 months. At the time of the annual review and at the Customer's request, a present account balance can be settled; otherwise, any remaining balance will be included in estimating the equal payment for the following year. Adjustments in the equal pay amount may be made by the Company at times other than annually if the Customer's actual bill would differ significantly from their previously calculated anticipated annual bill.

G. **Time Payment Agreements**

Residential Customers who are notified of pending disconnection may choose between two Time Payment Agreement options: a levelized payment plan and an arrearage plan as described in OAR 860-021-0415.

H. **Credit Balance**

Except where a Customer is on a Time Payment Agreement, an amount paid in excess of what is owed the Company for services rendered and other applicable charges will be carried as a credit balance on its account and applied to bills for future service unless the Customer requests a cash refund. When a customer on a Time Payment Agreement pays more than the billed amount, the excess payment will be applied to the principal due.

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I. **Forced Shutdown of Customer's Operations**

If a Nonresidential Customer's productive operations are completely shut down for a continuous period of more than 15 days solely by reason of fire, flood, wind, action of the elements, acts of God, or other accident or casualty beyond the Customer's control, and the Customer so notifies the Company in writing immediately upon the Customer's knowledge of such event, any minimum charge provision of the applicable rate schedule will be waived during the time of such shutdown. During such time, bills will be computed on the basis of actual Demand and Electricity use and prorated to the number of days involved. The Customer will give notice to the Company prior to resumption of any productive operations.

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J. **Late Payment Charge**

A Late Payment Charge may be assessed to any account that is not paid in full each month. For Residential Customers, the Late Payment Charge will be computed as specified in Schedule 300 and applied to the delinquent balance no earlier than at the time of preparing the subsequent month's bill. A Nonresidential Customer may be assessed a late payment charge against any account that is not paid in full each month. A Late Payment Charge will not be applied to a Residential account with a Time Payment Agreement or a Budget Pay Plan that is current.

K. **Bill History Information Service Charge**


Advance payment of the Bill History Information Service Charge, as specified in Schedule 300, is required for each year of requested prior bill information beyond the most recent 12 months. No charge is assessed when the billing information is required to resolve billing disputes filed with the Commission. The Company will provide unformatted and unanalyzed interval usage data, if available, to a Customer who requests such data for the Customer Interval Data Charge specified in Schedule 300. In the case where a Customer requests formatted and analyzed interval data, the charge will be based on a mutually agreeable charge.

RULE F (Concluded)

CERTIFICATE OF SERVICE

I hereby certify that I have this day caused **PORTLAND GENERAL ELECTRIC COMPANY'S ADVICE NO. 14-26, AR 584 COMPLIANCE FILING, RULEMAKING TO AMEND RULES REGARDING ADJUSTMENT OF UTILITY BILLS** to be served by electronic mail to those parties whose email addresses appear on the attached service list for OPUC Docket No. AR 584.

DATED at Portland, Oregon, this 3rd day of December, 2014.



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**SERVICE LIST
OPUC DOCKET # AR 584**

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