



Portland General Electric

121 SW Salmon Street • Portland, OR 97204
portlandgeneral.com

May 15, 2024

Public Utility Commission of Oregon
Attn: Filing Center
201 High Street, S.E.
P.O. Box 1088
Salem, OR 97308-1088

RE: Advice No. 24-09, New Schedule 342 PGE Voluntary On-Bill Repayment Service

Portland General Electric Company (PGE) submits this filing pursuant to Oregon Revised Statutes (ORS) 757.205 and 757.210, and Oregon Administrative Rules (OAR) 860-022-0025, for filing proposed tariff sheets associated with Tariff P.U.C. No. 19 with a requested effective date of **June 26, 2024**:

First Revision of Sheet No. 1-4
Original Sheet No. 342-1
Original Sheet No. 342-2
Original Sheet No. 342-3
Original Sheet No. 342-4
Original Sheet No. 342-5

The purpose of this filing is to request Commission approval of new PGE Schedule 342 to enable PGE's voluntary on-bill repayment tariff. This is a new service that offers customer repayment options via the participating customer's electric service bill. Customers may choose between a loan from a qualified lender or the pay out of pocket option to purchase qualifying devices installed by an approved installer via the PGE+ platform. This tariff enables a seamless extension of the PGE+ platform that currently allows customers to select the right products for their homes, get rebates, and connect with qualified installers. Customers can now not only utilize these services, but pay for them over time, lowering the barrier to adopting energy efficient, flexible load enabled, or resilient devices.

PGE is launching this service after several conversations with stakeholders and customers that were held in venues like PGE's Learning Labs, the Flexible Load Advisory Group, and its internal Business Advisory Groups that include many diverse individuals. PGE also conducted customer research and conducted a Rapid Needs Assessment with Environmental Justice communities. As a result of these conversations, PGE identified that there are financial barriers, both large and small, to adopting energy efficient, flexible load or resilient devices. Many customers in the community lack access to traditional financing methods and participation in more traditional methods, paired with finding a qualified installer and rebates, can be onerous and time consuming.

The voluntary on-bill repayment tariff, paired with the PGE+ platform, seeks to solve these challenges and provide customers with a streamlined experience from initial engagement and research to final installation and payment. PGE acknowledges that this is a new offering and to ensure seamless initial implementation and a positive customer experience, participation will be limited to the primary customer of record receiving service on Schedule 7.

Initially, Electric Vehicle charging equipment and any associated work needed to install the equipment, such as an electric panel upgrade, will be eligible. In time, PGE will make additional products eligible for this voluntary on-bill repayment service, which will be communicated to Public Utility Commission of Oregon (OPUC) Staff prior to launch.

The costs associated with the voluntary on-bill repayment tariff will be paid entirely by participants via an administrative charge, insulating any non-participating ratepayers from any costs associated with the service. A third-party lender will hold any liability associated with loans issued to customers and the administrative charge has been structured such that if non-payment of the pay out of pocket option occurs, non-participating customers will not be liable.

To satisfy the requirements of OAR 860-022-0025(2) PGE provides the following responses:

This service is optional and self-funded and has no impact on cost or service prices.

Please direct any questions regarding this filing to Casey Manley at casey.manley@pgn.com Please direct all formal correspondence and requests to the following email address pge.opuc.filings@pgn.com

Sincerely,

\s\ Robert Macfarlane

Robert Macfarlane
Manager, Pricing & Tariffs

Enclosures

**SCHEDULE 342
VOLUNTARY ON-BILL REPAYMENT SERVICE
CUSTOMER FLEXIBLE LOAD JOURNEYS**

PURPOSE

This schedule describes the general terms of PGE's optional Consumer Repayment service associated with the Customer Journey Platform. This service provides qualifying Customers an on-bill repayment option for a third-party consumer loan and Company-provided pay-in-full option for the purchase and installation of eligible equipment and devices.

DEFINITIONS

Administrative Charge – the amount charged to Participating Customers to cover the costs of operating the voluntary on-bill repayment service.

Consumer Loan Repayment – payment related to the loan obtained from Qualified Lender by a Participating Customer through the Platform and serviced by a Qualified Lender.

Overpayment(s) – any amount in excess of the total monthly balance due.

Participating Customer(s) – Customers that opt into the Consumer Repayment option on the Platform either through financing or the pay-in-full option.

Participation Agreement – the agreement between the Participating Customer and PGE that defines the terms of participation in on-bill financing or pay-in-full options obtained through the Platform.

Customer Journey Platform ("Platform") – the platform that allows customers to learn about and enroll in service options, programs and rebates, connect to qualified installers, and provide consumer repayment options to obtain and install energy products and equipment.

Pay-in-full – for customers that do not want to obtain a loan, this allows Participating Customers to pay for services and/or equipment obtained through the Platform in one or more payments to PGE. This option is serviced by PGE.

Qualified Lender(s) ("Lender") – Lender(s) that meet PGE's specifications and is authorized to service Platform loans.

AVAILABLE

In all territory served by the company.

SCHEDULE 342 (Continued)

APPLICABLE

To the primary customer of record receiving service under Schedule 7 that meet eligibility requirements for this optional service.

ELIGIBILITY

Limited to Participating Customers that obtain a loan from a Qualified Lender or qualify for PGE's Pay-in-full option. PGE's eligibility requirements for Pay-in-full and a list of Qualified Lender(s) is available at www.portlandgeneral.com. Eligibility requirements for loans are set by each Qualified Lender and may be obtained through that institution.

ELIGIBLE EQUIPMENT

Limited to technologies specified by the Company that meet or exceed the requirement for the equipment type or equipment category determined by the Company including but not limited to: specification, ratio, rating, label or is part of a qualified products list, code or standard, or specified grid-connected or grid-enabled capability and whereas eligible equipment may require the addition of limited materials to meet requirements specified by the Company.

SERVICE DESCRIPTION

Consumer Loan Repayment will follow the applicable lending rates, terms, and conditions provided by the Lender. The repayment will remain effective on a Customer's Electric Service account until such time that the Company is notified that the Lender discontinues the loan or the repayment obligation is satisfied. The Lender will receive authorization to share necessary information about the Customer's loan with the Company on an ongoing basis including, but not limited to: the Lender's approval of the Customer's loan, Lender's loan terms for payment, the loan amount and remaining months for repayment, and that the Customer has authorized Consumer Loan Repayment to occur between the Company and Participating Customers.

Consumer Loan Repayment

Consumer Loan Repayment will be offered with the following understanding:

1. The Participating Customer's decision to enter into a Consumer Loan Agreement with the Lender will not affect the Participating Customer's ability to establish credit with the Company for the provision of Electricity Service and other related services billed to the Customer consistent with the Company's tariff.
2. The Company will not disconnect a Participating Customer's service for non-payment of the Participating Customer's Loan amount. The Company retains all rights and responsibilities regarding the provision of Electricity Service separate from the Consumer Loan Repayment including disconnection for non-payment of Electricity Service charges.

SCHEDULE 342 (Continued)

SERVICE DESCRIPTION (Continued)

3. The Company will invoice the Participating Customer and the Lender will service the Customer's loan. The Participating Customer will authorize the Company to include the repayment amount on the Customer's electric bill by the Company.
4. Remittance activity between the Company and Participating Customer will be no less than on a monthly basis. The Participating Customer is responsible to remit the monthly loan repayment amount to the Company or the Lender.
5. The Participating Customer's repayment amount due will be included on the Participating Customer's electricity bill. Participating Customer payments remitted to the Company shall first be applied to those charges related to the provision of Electricity Service and other related services billed to the Participating Customer consistent with the Company's tariff. Overpayments received by the Company will be applied consistent with the appropriate Participation Agreement. A Returned Payment Charge and a Late Payment Charge may be charged to the Participating Customer as provided in Schedule 300 may be applied to any payment returned by a financial institution including the Lender.
6. Should a Participating Customer terminate service with PGE, PGE will notify the Lender. The Lender is responsible for conclusion of the loan with the Participating Customer.
7. Information provided by Lender will include a minimum of the Participating Customer's monthly payment due and other information as agreed to between the Company and Lender that will service the Participating Customer's loan. PGE will continue to include the Participating Customer's repayment amount on the Participating Customer's electricity bill until such time the Lender informs the Company that the loan is satisfied, removed, or transferred. The Company will not transfer an account balance to another Customer without first receiving notification from the Lender of a transfer at the premises and notification from the Lender that the Customer assuming the loan has authorized Consumer Loan Repayment to occur between the Company and the Loan has been assigned to the Customer assuming the Loan.
8. The Qualified Lender will service the Participating Customer's loan and assumes all associated risk and liability.

Pay-In-Full

The Pay-in-full option for Participating Customers will follow the applicable terms and conditions provided by the Company for use within this Schedule. The Pay-in-full option provides Eligible Customers an option to pay the total charges in full. Participating Customers may be required to submit an initial deposit based on pricing provided by Qualified Installers before providing the remaining balance by the due date. The balance due after the initial deposit will be based on the final invoice provided to PGE from the Qualified Installer.

SCHEDULE 342 (Continued)

SERVICE DESCRIPTION (Continued)

1. Participating Customer is responsible to pay the balance until such time that the Company discontinues the repayment item or that the repayment obligation is satisfied. The Pay-in-full option is authorized by the Participating Customer and serviced by PGE. The Participating Customer's decision to enter into a Participation Agreement with the Company will not affect the Participating Customer's ability to establish credit with the Company or the provision of Electricity Service and other related services billed to the Participating Customer consistent with the Company's tariff. If the customer fails to meet the repayment obligation of a Pay-in-full balance, the Company will send any remaining balance through a collections process.
2. The Company will not disconnect a Participating Customer's Electric Service for non-payment of the Customer's balance owed for purchases made through the Platform. The Company retains all rights and responsibilities regarding the provision of Electricity Service separate from the Pay-in-full option including disconnection for non-payment of Electricity Service charges.
3. Participating Customer payments remitted to the Company in excess of the amounts due from charges related to the provision of Electricity Service and other related services and the Participating Customer's Pay-in-full balance will be considered an Overpayment. Overpayments will be applied as a credit towards Electricity Service charges in the posting priority as defined in Rule F, unless the Participating Customer specifies the overpayment is directed to the Pay-in-full balance. Any underpayment of the amount due will be added to the subsequent bill for the Participating Customer's repayment and applicable late payment charges will be applied to any payment returned by a financial institution.
4. PGE may apply an additional service charge as detailed in the participation agreement for late or underpayments.
5. Statements provided by the Company will include a minimum of the Participating Customer's balance owed, balance due date, and other information.
6. Should a Participating Customer terminate PGE service while there is still a balance due, a final bill with the outstanding balance will be issued.

An Administrative Charge applies to both the Consumer Loan Repayment and Pay-in-full options and may include: Incremental activities for general administration performed by the Company in relation to this Schedule, processing of payments, remedies, and termination of the Pay-in-full and Consumer Loan Repayment Services.

SCHEDULE 342 (Concluded)

SPECIAL CONDITIONS

1. The Company is not responsible for responding to Participating Customer questions and disputes related to Lender or for any information provided by the Qualified Lender.
2. By participating in the services specified in this tariff, the Participating Customer is acknowledging to the Company that they have reviewed and consented to all terms and conditions of the Agreement with the Lender. Company will be held harmless from any cost, liability, claim, suit and expense arising out of any act or omission of the Lender or contractors related to the installation of equipment, the efficacy of such installations or resulting outcomes, any representations made directly or indirectly to Participating Customers concerning energy usage, environmental impacts, property values, or other effects or savings related to the equipment, including but not limited to, the negligent or wrongful acts or omissions of contractors with regard to the installation of energy products and equipment resulting from this service.
3. The Company may discontinue this schedule at any time. If notice to terminate has not been provided, service under this Tariff will automatically terminate once the Company and Lender(s) have terminated the Agreement.
4. PGE has discretion to add or remove products or features from products and include any testing of new products or features to be included before a full launch to all eligible customers. The Company may pause enrollments during the testing period.

TERM

If after two years of offering services under this schedule, fewer than 50 Customers have entered into Loan agreements, the Company may suspend offering new loan agreements under this schedule.

**PORTLAND GENERAL ELECTRIC COMPANY
TABLE OF CONTENTS
RATE SCHEDULES (Continued)**

<u>Schedule</u>	<u>Description</u>
	<u>Schedules Summarizing Other Charges</u>
300	Charges as defined by the Rules and Regulations and Miscellaneous Charges
328	Clean Fuels Credit Monetization Optional Service
339	On-Bill Loan Repayment Service – Clean Energy Works of Oregon Program
340	On-Bill Repayment Service Energy Efficiency and Sustainable Technologies (EEAST)
341	Energy Efficiency Upgrade Voluntary On-Bill Repayment Service
342	Voluntary On-Bill Repayment Service - Customer Flexible Load Journeys (N)
	<u>Promotional Concessions</u>
402	Promotional Concessions Residential Products and Services
	<u>Large Nonresidential Cost of Service Opt-Out Schedules</u>
485	Large Nonresidential Cost of Service Opt-Out (201 – 4,000 kW)
489	Large Nonresidential Cost of Service Opt-Out (>4,000 kW)
490	Large Nonresidential Cost of Service Opt-Out (>4,000 kW and Aggregate to >30 MWa)
491	Street and Highway Lighting Cost of Service Opt-Out
492	Traffic Signals Cost of Service Opt-Out
495	Street and Highway Lighting New Technology Cost of Service Opt-Out
	<u>Direct Access Schedules</u>
515	Outdoor Area Lighting Direct Access Service
532	Small Nonresidential Direct Access Service
538	Large Nonresidential Optional Time-of-Day Direct Access Service
549	Large Nonresidential Irrigation and Drainage Pumping Direct Access Service
575	Partial Requirements Service Direct Access Service
576R	Economic Replacement Power Rider Direct Access Service
583	Large Nonresidential Direct Access Service (31 – 200 kW)
585	Large Nonresidential Direct Access Service (201 – 4,000 kW)
589	Large Nonresidential Direct Access Service (>4,000 kW)