



Oregon

Kate Brown, Governor

Public Utility Commission

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November 1, 2022



BY EMAIL

Portland General Electric Company

pge.opuc.filings@pgn.com

RE: Advice No. 22-23

At the public meeting on November 1, 2022, the Commission adopted Staff's recommendation in this matter docketed as ADV 1435. The Staff Report, LSN, and a receipted copy of the sheets in your advice filing are attached.

A handwritten signature in blue ink, appearing to read "Nolan Moser".

Nolan Moser

Chief Administrative Law Judge

Public Utility Commission of Oregon

(503) 378-3098

**PUBLIC UTILITY COMMISSION OF OREGON
STAFF REPORT
PUBLIC MEETING DATE: November 1, 2022**

REGULAR **CONSENT** **EFFECTIVE DATE** November 2, 2022

DATE: October 25, 2022

TO: Public Utility Commission

FROM: Mitchell Moore

THROUGH: Bryan Conway, Marc Hellman, and Matt Muldoon **SIGNED**

SUBJECT: PORTLAND GENERAL ELECTRIC:
(Docket No. ADV 1435/Advice No. 22-23)
Requests approval to reinstate On-Bill Tariffs associated with Oregon
P.U.C. Tariff No. 18

STAFF RECOMMENDATION:

Staff recommends that the Commission approve Portland General Electric's (PGE or Company) filing reinstating Schedule 340 - On-Bill Repayment Service Energy Efficiency and Sustainable Technologies (EEAST); and Schedule 341 - Energy Efficiency Upgrade Voluntary On-Bill Repayment Service to Tariff PUC No. 18, with an effective date of November 2, 2022, on less than statutory notice.

DISCUSSION:

Issue

Whether the Commission should approve PGE's request to reinstate Schedules 340 and 341, which were inadvertently removed from its Tariff PUC No. 18, with an effective date of November 2, 2022.

Applicable Law

The Commission may approve tariff changes if they are deemed fair, just, and reasonable. ORS 757.210. Tariff revisions may be made by filing revised sheets with the information required under the Commission's administrative rules, including OAR 860-022-0025. Filings that propose any change in rates, tolls, charges, rules, or regulations must be filed with the Commission at least 30 days before the effective date

of the change. See ORS 757.220; OAR 860-022-0020. However the Commission has discretion to approve tariff fillings on less than statutory notice.

Overview

On July 14, 2022, PGE filed a request to make a number of housekeeping changes to its PUC No. 18 Tariff for the purpose of correcting references, typographical errors, minor updates, and withdrawal of tariff schedules for pilot programs no longer in effect and that no longer have customers associated with them. The Commission approved this request at its public meeting on August 9, 2022.

In this filing, dated October 7, 2022, PGE states that the inclusion of Schedules 340 and 341 in the withdrawal housekeeping filing was made in error and requests that the schedules be reinstated into Tariff P.U.C No. 18. Since the effective date of the tariff November 2, 2022, a difference of less than thirty days, PGE also filed a less than statutory notice request.

Schedules 340 and 341 serve as a cost recovery mechanism for home energy loans serviced by Energy Trust third-party lenders and was withdrawn in error in PGE Advice No. 22-15.

The filing makes no changes to PGE rates or terms or conditions in the schedules, but simply reinstates the schedules as previously filed.

Conclusion

Staff reviewed the Company's filing and redline changes to the Company's Oregon PUC Tariff No. 18. Staff is satisfied that the changes are appropriate, do not make substantive changes that affect customers or operations, and reflect the current status of the tariff as previously approved by the Commission. The Company has reviewed this memo and agrees with its content.

PROPOSED COMMISSION MOTION:

Approve, with less than statutory notice, PGE's filing that reinstates Schedule 340 - On-Bill Repayment Service Energy Efficiency and Sustainable Technologies (EEAST); and Schedule 341 - Energy Efficiency Upgrade Voluntary On-Bill Repayment Service to Tariff PUC No. 18, with an effective date of November 2, 2022.

LESS THAN STATUTORY NOTICE APPLICATION

This document may be electronically filed by sending it as an attachment to an electronic mail message addressed to the Commission's Filing Center at puc.filingcenter@state.or.us.

BEFORE THE PUBLIC UTILITY COMMISSION OF OREGON

ADV 1435
22-23

IN THE MATTER OF THE APPLICATION OF) UTILITY L.S.N. APPLICATION
Portland General Electric Company)
_____) NO. _____
(UTILITY COMPANY)) (LEAVE BLANK)
TO WAIVE STATUTORY NOTICE.)

NOTE: ATTACH EXHIBIT IF SPACE IS INSUFFICIENT.

1. GENERAL DESCRIPTION OF THE PROPOSED SCHEDULE(S) ADDITION, DELETION, OR CHANGE. (SCHEDULE INCLUDES ALL RATES, TOLLS AND CHARGES FOR SERVICE AND ALL RULES AND REGULATIONS AFFECTING THE SAME)
Portland General Electric Company (PGE) submits this filing pursuant to Oregon Revised Statutes 757.205, 757.210, 757.220 and Oregon Administrative Rule (OAR) 860-022-0025, for filing proposed tariff sheets associated with Tariff P.U.C. No. 18. On July 14, 2022, PGE submitted Advice No. 22-15, Housekeeping Filing, which consisted of making a number of housekeeping changes to PGE's Tariff for the purpose of correcting references, typographical errors, minor updates, and withdrawal of tariffs for programs no longer in effect and that no longer had customers associated with them. Schedule 340 On-Bill Repayment Service Energy Efficiency and Sustainable Technologies (EEAST) and Schedule 341 Energy Efficiency Upgrade Voluntary On-Bill Repayment Service, should not have been removed from PGE's Tariff.
2. APPLICANT DESIRES TO CHANGE THE SCHEDULE(S) NOW ON FILE KNOWN AND DESIGNATED AS: (INSERT SCHEDULE REFERENCE BY NUMBER, PAGE, AND ITEM)
Thirty Eighth Revision of Sheet No. 1-3
Original Sheet No. 340-1
Original Sheet No. 340-2
Original Sheet No. 340-3
Original Sheet No. 340-4
First Revision of Sheet No. 341-1
Original Sheet No. 341-2
Original Sheet No. 341-3
Original Sheet No. 341-4
3. THE PROPOSED SCHEDULE(S) SHALL BE AS FOLLOWS: (INSERT SCHEDULE REFERENCE BY NUMBER, PAGE AND ITEM)
Thirty Ninth Revision of Sheet No. 1-3
First Revision of Sheet No. 340-1
First Revision of Sheet No. 340-2
First Revision of Sheet No. 340-3
First Revision of Sheet No. 340-4
Second Revision of Sheet No. 341-1
First Revision of Sheet No. 341-2
First Revision of Sheet No. 341-3
First Revision of Sheet No. 341-4
4. REASONS FOR REQUESTING A WAIVER OF STATUTORY NOTICE:
Schedules 340 and 341 need to be reinstated. PGE acts as a billing agent for Energy Trust. The On Bill Repayment Service that PGE provides via Schedules 340 and 341 serve as a cost recovery mechanism for home energy loans serviced by Energy Trust third-party lenders and was withdrawn in error.same place

5. REQUESTED EFFECTIVE DATE OF THE NEW SCHEDULE(S) OR CHANGE(S): November 2, 2022

Received
Filing Center
OCT 07 2022

. AUTHORIZED SIGNATURE	TITLE s\ Robert Macfarlane Manager, Pricing & Tariffs	DATE October 7, 2022
PUC USE ONLY		

<input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	EFFECTIVE DATE OF APPROVED SCHEDULE(S) OR CHANGE November 2, 2022
AUTHORIZED SIGNATURE	DATE 11/1/2022

PUC FORM FM260 (2-2015)

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**PORTLAND GENERAL ELECTRIC COMPANY
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**SCHEDULE 340
ON-BILL REPAYMENT SERVICE
ENERGY EFFICIENCY AND SUSTAINABLE TECHNOLOGIES (EEAST)**

PURPOSE

This Schedule describes the general terms of the On-Bill Repayment Service that PGE provides in compliance with the Energy Efficiency and Sustainable Technologies (EEAST) legislation codified as ORS 470.500 through ORS 470.720. This Service will enable Customers access to low-cost, long-term financing for installed energy efficiency measures with repayment on the Customer's PGE Electricity bill. Financing for the Customer's energy efficiency measures is provided by a third party financial institution. The Customer's repayment amount will be included and separately stated on the participating Customer's Electricity bill.

AVAILABLE

To participating Customers of owner occupied buildings where the primary source of heat is Electricity provided by the Company.

APPLICABLE

To Customers who have obtained an energy efficiency loan offered through programs managed by the Energy Trust of Oregon (Energy Trust) that include PGE's On Bill Repayment Service (EEAST loan).

SERVICE DESCRIPTION

Energy Trust of Oregon will offer financing to participating Customers and will act as a program coordinator. PGE will bill repayment of the EEAST loan offered by the Energy Trust on the participating Customer's Electricity bill. PGE will then remit the collected Customer repayments received to Energy Trust of Oregon or financial institution designated by the Energy Trust and communicated to PGE in writing.

Energy Trust of Oregon, through its contracted financial institution, is responsible to qualify Customers for the repayment service and establish a contract with the Customer for repaying the EEAST loan. Energy Trust of Oregon will obtain and provide to the Company, the participating Customer's written authorization that allows the repayment amount to be placed on the Customer's Electricity bill and for the Company to share the participating Customer's account payment and credit history with Energy Trust of Oregon as needed, on an ongoing basis.

SCHEDULE 340 (Continued)

SERVICE DESCRIPTION (Continued)

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

Related to the Participating Customer:

1. A Customer's participation in the On Bill Repayment Service will not affect the Customer's OAR Chapter 860, Division 21 rights and responsibilities or the Company's compliance with Division 21 rules. For example, the Company will not disconnect a Customer's service for non-payment of the EEAST loan repayment amount. The Customer's participation in the On Bill Repayment Service will not affect the Customer's ability to establish credit, impact the deposit amount the Customer may be required to pay, or otherwise affect the Customer's ability to receive reliable Electricity Service with the Company.
2. By securing an EEAST loan, the Customer will be responsible to remit the monthly EEAST loan repayment amount to PGE with the monthly bill payment for Electricity Service.
3. Customer payments remitted to the Company shall first be applied to those charges related to the provision of Electricity Service and other related services billed to the Customer consistent with the Company's tariff¹. Overpayments received by the Company will not be applied to the EEAST loan balance, nor will refunds be issued. The overpayment will be applied towards Electricity Service charges in the same posting priority as defined within the Company's tariff².
4. Time Payment Agreements or other payment arrangements will not be available for the EEAST loan repayment amount, nor will Energy Assistance payments be applied to the EEAST loan repayment amount.
5. Delinquency Conditions: If a customer is seventy five (75) calendar days past due on their EEAST loan payment, the Company will notify the Energy Trust and no longer provide the On Bill Repayment Service to the customer if the EEAST loan remains past due. If the EEAST loan payment is more that ninety (90) calendar days past due, the Company will remove the Customer from the On Bill Repayment Service without notice to the Energy Trust or the Customer. A return check charge as provided in Schedule 300 will be applied to any payment returned by a financial institution.

¹) Rule F, Billings, (5), Presentation and Payment of Bills

²) Should the overpayment be equal to that of the remaining EEAST Loan balance, the Company may issue a refund and advise the Customer to contact the Energy Trust on proper loan pay-off procedures.

SCHEDULE 340 (Continued)

SERVICE DESCRIPTION (Continued)

6. As the EEAST loan is specific to the Customer and the premises, if the Customer sells the property, the loan will revert to Energy Trust, and/or its financing organization. Energy Trust may work with the new owner to continue the repayment obligation; if the new owner is willing to continue the EEAST loan repayment obligation, the Energy Trust and PGE will treat this as a new EEAST loan.

Related to the Energy Trust of Oregon:

1. Energy Trust will reimburse Company for all costs related to Company's administration of this On Bill Repayment Service. The Company will bill Energy Trust for ongoing administrative costs, including costs associated with programming, credit searches, repayment set up, repayment termination, and other incremental activities related to processing bill payments, accounting and reporting. The Company will not seek to recover any incremental costs associated with this program from Customers. The business relationship between the Energy Trust and Company will be governed by an executed operating agreement.
2. The Company will transfer to the Energy Trust, on a monthly basis, a remittance that includes the aggregate amount of all EEAST loan repayment amounts received during the previous month, a listing of participating Customers, payment amounts and dates of payment and other information as agreed to between the Company and Energy Trust.
3. If any Customer payment transferred by the Company to Energy Trust or its designee is later reversed or payment declined because the Customer has insufficient funds with its bank or financial institution, the Company shall not be responsible for a return payment fee to the Energy Trust or its designee.
4. Upon receipt of written notice of a change in ownership of the premises of a participating Customer, the Company will not include repayment amounts on the Electricity bill for the new owner of the premises without first receiving written notification from Energy Trust of the following: a) a new qualifying Customer at the premises has established a contract for repayment of the payment obligation, b) written authorization from the new owner of the premises that allows the repayment amount to be placed on the new qualifying Customer's Electricity bill, and c) authorization for the Company to share the new qualifying Customer's account payment history and credit activity with the Energy Trust.
5. Dispute Resolution: Energy Trust must provide the Company with a toll-free Customer Service phone number to which the Company can refer Customers who have questions or concerns about their EEAST loan repayment obligation. The Company is not responsible for responding to Customer questions and disputes related to EEAST loan or for any misinformation provided by Energy Trust.

SCHEDULE 340 (Concluded)

SPECIAL CONDITIONS

1. PGE is acting as a billing agent for Energy Trust. By participating as billing agent, Customer agrees to hold the Company harmless from any cost, liability, claim, suit and expense arising out of any act or omission of Energy Trust, or its designee, its financing institutions, or contractors related to the installation of energy efficiency measures or upgrades, the effectiveness of such installations or resulting energy or financial savings, or any representations made directly or indirectly to Customer concerning energy usage, environmental impacts, property values or other effects or savings related to the energy efficiency measures. In addition, Customer agrees to hold the Company harmless from any action the Company may take in reliance on information provided to the Company by Energy Trust or associated financing institutions.
2. The service quality standards and requirements under the Oregon Administrative Rules for Customer Service shall not apply with respect to bills and remittances related to this EEAST On Bill Repayment service.
3. As a condition of participation in this Schedule 340 On Bill Repayment Service, participating customers must participate in the Company's auto pay program in which the Customer's electricity bill is automatically paid from the Customer's bank account. The Customer receives a monthly statement noting charges due, in advance of the due date, and the amount due is automatically withdrawn from the Customer's bank account when due. For more information, Customer is directed to <http://www.portlandgeneral.com/ebill/autopay.aspx>.

TERM

This Schedule will be in effect until one of the following occurs: the Energy Trust /PGE operating agreement is terminated; all participating Customers have fully repaid their respective repayment obligations; or OPUC waiver, legislation, or judicial order terminates or materially changes the requirements of this Service.

SCHEDULE 341

ENERGY EFFICIENCY UPGRADE VOLUNTARY ON-BILL REPAYMENT SERVICE

PURPOSE

This Schedule describes the general terms of the On-Bill Repayment Service that allows Customers, who have obtained energy efficiency upgrade financing offered through programs managed by the Energy Trust of Oregon, with repayment of the financed amount on the Customer's Electricity bill. This Service enables Customers access to low-cost, long-term financing provided by a third party financial institution for installed energy efficiency measures with the repayment amount included and separately stated on the participating Customer's Electricity bill as "Energy Upgrade Loan."

AVAILABLE

To Owners, who are the Customer of Record, of dwellings and/or buildings where Electricity is provided by the Company.

APPLICABLE

To Customers who have obtained an energy efficiency loan offered through programs managed by Energy Trust.

SERVICE DESCRIPTION

Energy Trust, will offer financing provided by a third party financial institution to participating Customers and will act as a program coordinator. PGE will bill repayment of the loan offered by the Energy Trust on the participating Customer's Electricity bill. PGE will then remit the collected Customer repayments received to Energy Trust or financial institution, designated by the Energy Trust, and communicated to PGE in writing.

Energy Trust through a third party with which Energy Trust contracts, is responsible to qualify Customers for the loan and repayment service and establish a contract with the Customer for repaying the loan. Energy Trust will obtain and provide to the Company, the participating Customer's written authorization that allows the repayment amount to be placed on the Customer's Electricity bill and for the Company to share the participating Customer's account payment and credit history with Energy Trust as needed, on an ongoing basis.

SCHEDULE 341 (Continued)

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

Related to the Participating Customer:

1. A Customer's participation in the On-Bill Repayment Service will not affect the Customer's OAR Chapter 860, Division 21 rights and responsibilities or the Company's compliance with Division 21 rules. For example, the Company will not disconnect a Customer's service for non-payment of the loan repayment amount. The Customer's participation in the On-Bill Repayment Service will not affect the Customer's ability to establish credit with the Company, impact the deposit amount the Customer may be required to pay, or otherwise affect the Customer's ability to receive reliable Electricity Service provided by the Company.
2. By participating in this service, the Customer is responsible to remit the monthly loan repayment amount to PGE in addition to the monthly Electricity Service payment.
3. Customer payments remitted to the Company shall first be applied to those charges related to the provision of Electricity Service and other related services billed to the Customer consistent with the Company's tariff¹. Overpayments received by the Company will not be applied to the loan balance, nor will refunds be issued. The overpayment will be applied toward Electricity Service charges in the same posting priority as defined within the Company's tariff².
4. Time Payment Agreements or other payment arrangements are not available for the repayment amount, nor will Energy Assistance payments be applied to the repayment amount.
5. Delinquency Conditions: If a customer is seventy-five (75) calendar days past-due on their loan payment, the Company will notify the Energy Trust through the third party with which Energy Trust contracts as their designated on-bill administer that the Company will no longer provide the On-Bill Repayment Service to the customer if the loan remains past due. If the loan payment is more that ninety (90) calendar days past due, the Company will remove the Customer from the On-Bill Repayment Service without notice to the Energy Trust or the Customer. A return check charge as provided in Schedule 300 will be applied to any payment returned by a financial institution.
6. As the loan is specific to the Customer and the premises, if the Customer sells the property, the loan will revert to Energy Trust, and/or the third party with which Energy Trust contracts. Energy Trust may work with the new owner to continue the repayment obligation; if the new owner is willing to continue the loan repayment obligation, the Energy Trust and PGE will treat this as a new loan.

¹) Rule F, Billings, (5), Presentation and Payment of Bills

²) Should the overpayment be equal to that of the remaining Loan balance, the Company may advise the Customer to contact the Energy Trust on proper loan pay-off procedures.

SCHEDULE 341 (Continued)

Related to the Energy Trust of Oregon:

1. Energy Trust will reimburse Company for all costs related to Company's administration of this On-Bill Repayment Service. The Company will bill Energy Trust for ongoing administrative costs, including costs associated with programming, credit searches, repayment set up, repayment termination, and other incremental activities related to processing bill payments, accounting and reporting. The Company will not seek to recover any incremental costs associated with this program from Customers. The business relationship between the Energy Trust and Company will be governed by the On-Bill Repayment Service Operating Agreement for non-EEAST Programs between Portland General Electric and the Energy Trust of Oregon.
2. The Company will, on a monthly basis, transfer to the Energy Trust or its designated third party on-bill repayment administrator, a remittance that includes the aggregate amount of loan repayments received during the previous month. The remittance will include a list of participating Customers, payment amounts, dates of payment, and other information as agreed by the Company and Energy Trust.
3. If any Customer payment transferred by the Company to Energy Trust or its designee is later reversed or payment declined because the Customer has insufficient funds with its bank or financial institution, the Company shall not be responsible for a return payment fee to the Energy Trust or its designee.
4. Upon receipt of written notice of a change in ownership of the premises of a participating Customer, the Company will not include repayment amounts on the Electricity bill for the new owner of the premises without first receiving written notification from Energy Trust of the following: a) a new qualifying Customer at the premises has established a contract for repayment of the payment obligation, b) written authorization from the new owner of the premises that allows the repayment amount to be placed on the new qualifying Customer's Electricity bill, and c) authorization for the Company to share the new qualifying Customer's account payment history and credit activity with the Energy Trust.
5. Dispute Resolution: Energy Trust must provide the Company with a toll-free Customer Service phone number to which the Company can refer Customers with questions or concerns. The Company is not responsible for responding to Customer questions and disputes related to the loan or for any misinformation provided by Energy Trust.

SCHEDULE 341 (Concluded)

SPECIAL CONDITIONS

1. PGE is acting as a billing agent for Energy Trust. By participating as billing agent, Customer agrees to hold the Company harmless from any cost, liability, claim, suit and expense arising out of any act or omission of Energy Trust, or its designee, its financing institutions, or contractors related to the installation of energy efficiency measures or upgrades, the effectiveness of such installations or resulting energy or financial savings, or any representations made directly or indirectly to Customer concerning energy usage, environmental impacts, property values or other effects or savings related to the energy efficiency measures. In addition, Customer agrees to hold the Company harmless from any action the Company may take in reliance on information provided to the Company by Energy Trust or associated financing institutions.
2. The service quality standards and requirements under the Oregon Administrative Rules for Customer Service shall not apply with respect to bills and remittances related to this On-Bill Repayment Service described herein.
3. As a condition of participation in this Schedule 341 On-Bill Repayment Service, participating Customers must participate in the Company's auto pay program in which the Customer's electricity bill is automatically paid from the Customer's bank account when due. The Customer receives a monthly statement noting charges due in advance of the due date and that amount automatically withdrawn from the Customer's bank account when due. For more information, Customer is directed to <http://www.portlandgeneral.com/ebill/autopay.aspx>.

TERM

This Schedule will be in effect until one of the following occurs: the On-Bill Repayment Service Operating Agreement for the non-EEAST Programs between Portland General Electric and the Energy Trust of Oregon is terminated; all participating Customers have fully satisfied their respective loan obligations; or OPUC waiver, legislation, or judicial order terminates or materially changes the requirements of this Service.