



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

Sheet 1

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

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

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

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

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

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

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

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

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

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

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

Sheet 2

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

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Sheet 3

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

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

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

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

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**ELECTRIC SCHEDULE E-EFLIC**  
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Sheet 5

REQUIRED AGREEMENTS:	1. Loan Agreement: Customers must execute a Loan Agreement with a Participating Lender which specifies the repayment obligations in accordance with the EFLIC Regulations and any other associated agreements required by the Participating Lender. (T)
	2. Customer Billing Agreement: Customers must sign an "Authorization to Add Loan Charges to Utility Bill (Residential)" (Gas/Electric Sample Form 79-1156) with PG&E that specifies the terms and conditions under which PG&E will include the Loan Charges. (T)
	3. Customer must sign Electric Sample Form 79-1173 "Energy Efficiency Financing Pilot Programs Authorization or Revocation of Authorization to Release Customer Information" to provide the CHEEF authorization to access customer energy usage data.
BILLING INQUIRIES OR DISPUTES:	1. Customer inquiries concerning PG&E Charges should be directed to PG&E.
	2. Customer inquiries concerning Loan Charges should be directed to the Participating Lender.
	3. Where the Customer disputes its obligations to pay a Loan Charge, the dispute shall be resolved between the Customer and the Participating Lender and PG&E shall not be a party to the dispute. PG&E will continue to include the Loan Charges on the Bill pending dispute resolution unless otherwise instructed by the CHEEF or a court of competent jurisdiction. Customers with an EFLIC repayment dispute shall resolve it directly with PG&E or Participating Lender. If a Customer has exhausted attempts to resolve a dispute with the Participating Lender or PG&E, the Customer will be referred to the CPUC's Consumer Affairs Branch (CAB) for assistance through its dispute resolution process. Disputes with the Participating Lender regarding any terms of the Eligible Loan must be resolved directly with the Participating Lender and cannot be resolved by CAB. (T)
LIABILITY IN CONNECTION WITH LOAN CHARGES AND CONDUCT BY PARTICIPATING LENDERS, LESSORS, CONTRACTORS, AND SERVICE PROVIDERS:	PG&E or its agents shall not be liable to Customer for any damages caused by Participating Lender's failure to perform any commitment to the Customer or misrepresentation to the Customer. The amount of the Loan Charges shall be provided to PG&E by the CHEEF. PG&E shall not be liable to Customer if the amount of such Charges is inaccurate in any way or contains charges that are in violation of the Loan Agreement or any state or federal laws. The Participating Lender is not PG&E's agent for any purpose by virtue of the billing procedures set forth in this Rate Schedule. PG&E shall not be liable to the Customer for any damages resulting from any acts, omissions, or representations made by a Participating Lender or a contractor or service provider in connection with soliciting Customers for EEEMs or for the Eligible Loan. (T)

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