



**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) Pilots facilitate billing for 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 Measures (as defined in Section DEFINITIONS, below) by Customers at the Customers' Premises.	(T)
	OBR is available for loans, leases and other eligible charges funded and closed by Participating FIs 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)
	<b>Affordable Multi-family Building:</b> 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.	
	<b>California Hub for Energy Efficiency Financing (CHEEF):</b> a central enabling entity through which energy users, financial institutions, energy efficiency providers and Participating Utilities can participate in a pilot to help finance the installation of Eligible Energy Efficiency Measures. The CHEEF may act through agents or third-party service providers. <sup>1</sup>	(T) (T) (N)
	<b>Eligible Energy Efficiency Measures (EEEMs):</b> 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)         (L)/(T)
	<b>Eligible Lease:</b> A lease from a Participating Lessor to a Customer for lease of one or more EEEMs that satisfy the requirements for participation in OBR in the OBR Rules.	(T)
	<b>Eligible Loan:</b> 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)
	<b>Lease Agreement:</b> 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.	(T)
<sup>1</sup>	The California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA) administers the CHEEF as part of the Energy Efficiency Financing Pilot Programs.	(N) (N)

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**ELECTRIC SCHEDULE E-OBR  
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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)  
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- 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)  
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 (L)
- Loan Charge(s):** Amounts due during a billing period from a Customer to a Participating Lender for an Eligible Loan, including any interest, late fees, late payments, and any other fees as calculated by the Participating Lender pursuant to the Loan Agreement.
- On-Bill Repayment (OBR):** A process whereby OBR Charges, are included in a Customer's Bill, paid concurrently with the Utility Charges and forwarded to the Participating FI. (T)
- OBR Charge:** 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.
- OBR Rules:** Rules and requirements for participation in OBR established by the CHEEF.
- Participating Financial Institution (FI):** A financial institution approved for participation in OBR by the CHEEF, which may be either a Participating Lender or Participating Lessor, as the case requires. (T)
- 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.
- Participating Utility:** Pacific Gas and Electric Company, Southern California Edison Company, San Diego Gas & Electric Company, and/or Southern California Gas Company. (L)  
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 (L)
- 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 available throughout PG&E's electric service area, subject to the availability of Participating FIs.

**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 with the CHEEF.

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**ELECTRIC SCHEDULE E-OBR  
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Sheet 3

**CUSTOMER  
 ELIGIBILITY:**

1. Customer 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).
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.
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 Bill until the Eligible Loan or Lease is fully repaid and discharged unless otherwise instructed by the CHEEF or as provided herein. Upon Customer's authorization, PG&E will include the OBR Charge as a line item or items on the Customer's Bill as calculated and transmitted by the Participating FI 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 Charge. OBR Charges may vary from month to month based on the Eligible Loan or Lease terms.
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. If PG&E receives instructions from the CHEEF, or other 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 shall be and remain the responsibility of the Participating FI. (N)  
(N)
3. In the event a Customer uses OBR to install 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 will be placed on the Bill of the Participating Utility for which the greatest EEEM installed costs are expected to accrue, as determined by the CHEEF. (T)  
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4. 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.

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**ELECTRIC SCHEDULE E-OBR  
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Sheet 4

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

5. 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)  
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(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 Charge, 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 Premise, 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. 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. 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)  
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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 FI elects to declare an event of default under the Loan or Lease Agreement it may demand immediate repayment of the entire principal and interest amounts outstanding (acceleration of loan repayment). If the Participating FI chooses to accelerate the loan repayment, the Participating FI 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 shall be fully responsible for collecting all further amounts due under the Loan or Lease 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 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.
- 12. Security Deposit: If Customer has or is required to provide a security deposit to establish or re-establish credit with Utility 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 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. If, in accordance with the Loan or Lease 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 FI, 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 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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(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 and Customer shall not be entitled to claim any reduction in OBR Charges based on the extent to which EEEMs achieve their anticipated benefits. OBR Charges must be paid by Customer whether or not the EEEMs result in a reduction in 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. (T)  
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(T)
- 15. Loan Disclosures: Nothing in this Rate Schedule shall relieve Participating FIs 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. PG&E assumes no responsibility with respect to such disclosures and reporting by virtue of providing OBR services pursuant to this Rate Schedule.

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**ELECTRIC SCHEDULE E-OBR  
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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 and customer, and will not include involvement by the utility provider.

(T)  
 (T)

REQUIRED  
 AGREEMENTS:

1. Loan or Lease Agreement: Customers participating in an OBR Pilot must execute a Loan or Lease Agreement with a Participating FI which specifies the repayment obligations in accordance with the OBR Rules and any other associated agreements required by the FI.
2. Customer Billing Agreement: Customer 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 Premise. 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 in writing as deemed appropriate by the Participating FI 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 Customer of record at the Premises where the EEEMs funded by proceeds from the Eligible Loan or Lease are installed, and the subsequent customer does not assume responsibility to pay all further OBR Charges, 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.

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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.

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**ELECTRIC SCHEDULE E-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, the dispute shall be resolved between the Customer and the Participating FI and PG&E shall not be a party to the dispute. PG&E will continue to include the OBR Charge 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 FI. 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 FI regarding any terms of the Eligible Loan or Lease must be resolved directly with the Participating FI and cannot be resolved by CAB.

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LIABILITY IN  
 CONNECTION  
 WITH OBR  
 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 FI'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 Agreement or any state or federal laws. The Participating FI 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 FI or a contractor or service provider in connection with soliciting Customers for EEEMs or for the Eligible Loan or Lease.

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