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CLACKAMAS

WATER ENVIRONMENT SERVICES

GREGORY L. GEIST | DIRECTOR

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

September 10, 2026

BCC Agenda Item: _____

Board of County Commissioners
Acting as the governing body of Water Environment Services
Clackamas County

Approval of an Agreement with Portland General Electric Company for an Income-Qualified Bill Discount Program. Estimated agreement amount is a maximum of \$250,000 for 12 months. Funding through WES Sanitary Sewer and Surface Water Funds. No County General Funds are involved.

Previous Board Action/Review: Policy sessions on WES' updated Customer Assistance Program and Income-Qualified Bill Discount (IQBD) program were held in December 2025 and June 2026, respectively.

Performance Clackamas: 1. This project supports WES' strategic plan goal to maintain a fair and equitable rate structure that fully recovers revenue requirements and promotes affordability.

2. This project supports the County's Strategic Priorities of Strong Infrastructure, Vibrant Economy, and Safe, Secure and Livable Communities.

Counsel Review: Yes

Procurement Review: N/A

Contact Person: Erin Blue

Contact Phone: 503-742-4585

EXECUTIVE SUMMARY: WES is requesting Board approval of an agreement with Portland General Electric Company (PGE) to extend the Income-Qualified Bill Discount (IQBD) to renters and multi-family households.

WES' existing IQBD is available to directly-billed customers only, so renters and multi-family households have not historically been able to receive the IQBD even when they meet income eligibility thresholds. This agreement with PGE creates a pathway for those households to apply for the discount and receive it as a credit on their monthly electricity bill. Staff presented this concept to the Board in policy sessions in December 2025 and June 2026 and are now returning with the negotiated agreement for approval.

The costs for this agreement consist of reimbursements to PGE for discounts applied to customer bills, so no cost is incurred by WES until households are enrolled and receiving the discount. The maximum projected cost of the agreement is \$250,000 over twelve months, based on 800 households receiving a 40% discount for the full twelve-month period. Actual cost will depend on the program amounts approved by the Board, and enrollment. The cost for the program's first-year is expected to be closer to \$120,000 as outreach to eligible households and application processing will take place over the first several months of the program and full enrollment is not anticipated within the first year. The program was not separately budgeted as Board approval was required to proceed; however funding can be absorbed through sewer and surface water monthly service charge revenues and late fees included in WES' FY 2026-27 adopted budget. The agreement was reviewed by County Counsel.

RECOMMENDATION: Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve an agreement with Portland General Electric Company for an Income-Qualified Bill Discount Program.

Respectfully submitted,

Ron Wierenga
Assistant Director, WES

Attachment: Agreement with PGE for an Income-Qualified Bill Discount Program

For Filing Use Only

INCOME-QUALIFIED BILL DISCOUNT PROGRAM AGREEMENT

This Agreement ("Agreement") is made by and between **Portland General Electric Company**, a corporation of the state of Oregon ("PGE"), and **Water Environment Services**, an intergovernmental entity formed pursuant to ORS Chapter 190 ("WES"). All parties to the Agreement are a "Party" and they are collectively referred to as the "Parties". The effective date of the Agreement will be the last date on which all Parties have signed the Agreement ("Effective Date").

1. **Term.** The term of the Agreement shall begin on the Effective Date and continue for an initial term of one (1) year. Either Party may terminate this Agreement for convenience upon fifteen (15) days' prior written notice to the other Party.
2. **Purpose.** The purpose of this Agreement is to:
 - a) Expand access to the WES IQBD for income-qualified renters and multi-family household occupants within WES' service area who cannot be directly billed by WES due to WES' property-owner based billing;
 - b) Coordinate with PGE for distribution of WES collateral to eligible PGE customers on a targeted, privacy-protective basis;
 - c) Create a pathway for eligible customers to apply for and receive the WES IQBD on their PGE electricity bill, with customer consent; and
 - d) Define the roles, responsibilities, data-handling protocols, and financial terms applicable to the collaboration.
3. **Roles and Responsibilities.**
 - a) Responsibilities of WES. WES shall:
 - i. Compile and provide to PGE the WES service address list. The WES service address list shall contain residential service addresses only and shall not include WES Customer Information beyond the service address.
 - ii. Design the outreach collateral, which shall describe the WES IQBD, eligibility criteria, and application instructions, and shall include information about how customers may consent to WES sharing their information with PGE. WES shall submit the outreach collateral to PGE for review prior to distribution.
 - iii. Include on the WES IQBD application a written consent provision, described in this Agreement.
 - iv. Review applications received from WES customers, verify eligibility, and maintain records of approvals and denials in accordance with WES' standard customer assistance program administration practices.
 - v. Transmit to PGE a monthly approved applicant List as described in Section 3.b), which shall include only customers who have provided written consent pursuant to Section 5. WES shall update that list following receipt of PGE's notification to remove any accounts that cannot be matched.
 - vi. Reimburse PGE for WES IQBD discount amounts applied to approved applicants' PGE bills.
 - b) Responsibilities of PGE. PGE shall:
 - i. Receive the WES Service address list from WES and match those addresses against PGE's current account records to identify eligible households for distribution of outreach collateral. PGE shall not share any Customer Information with WES as a result of this matching process.

- ii. Distribute, or arrange for the distribution of, outreach collateral by mail to eligible households identified through the address-matching process. Distribution may be prioritized by PGE IQBD tier, as agreed by the Parties.
- iii. Upon receiving an approved applicant list from WES, reconcile that list against PGE's current account records to verify that accounts are active and enrolled in PGE's IQBD. PGE shall notify WES of any accounts that cannot be matched or that are ineligible for application of the discount.
- iv. Apply the WES IQBD to the monthly electricity bills of approved applicants whose accounts are confirmed active and enrolled.

4. Information Shared.

- a) WES Service Address List: WES shall provide PGE with the WES service address List solely for the purpose of identifying eligible households for collateral distribution. The WES service address list shall contain service addresses only. PGE shall use the WES service address list solely for address-matching and collateral distribution purposes as described in this Agreement. PGE shall not disclose the WES service address list to any third party or use it for any purpose other than those expressly stated herein.
- b) Approved Application List: Upon approval of applicants, WES shall transmit to PGE an approved applicant list containing the following data elements for each approved applicant, all provided by the applicant:
 - Customer name as it appears on the PGE account;
 - PGE account number;
 - PGE service address;
 - Approved WES IQBD discount amount.
- c) No Sharing of PGE Customer Information: Nothing in this Agreement shall require PGE to share any PGE Customer Information with WES. PGE's address-matching process shall be performed by PGE using its own internal records, and the results of that process shall not be communicated to WES in any individually identifiable form. PGE may provide WES with summary information regarding the number of Eligible Households identified and the number of collateral pieces distributed, for program evaluation and collateral distribution reimbursement purposes. Where a customer has provided written consent pursuant to Section 5, PGE may also notify WES of specific accounts that cannot be matched or that are no longer enrolled in PGE's IQBD, using the data elements provided by WES on the approved applicant list, solely for the purpose of administering the WES IQBD.

5. Customer Consent and Application.

- a) WES shall include in the WES IQBD application a consent provision that:
 - i. Identifies WES and PGE as the parties to whom information will be disclosed;
 - ii. Describes the specific information that will be shared (customer name, PGE account number, PGE service address, and approved discount amount);
 - iii. States the purpose of the disclosure (application of the WES IQBD to the customer's PGE electricity bill and reimbursement to PGE by WES);
 - iv. Provides a mechanism for the customer to revoke consent at any time by contacting WES.
- b) WES shall not transmit WES Customer Information to PGE unless that customer has provided written consent as described in this Section. WES shall retain consent documentation in accordance with WES' standard records retention policies.
- c) Revocation of consent by a customer shall be communicated by WES to PGE within ten (10) business days, and PGE shall remove the WES IQBD from that customer's bill at the next available billing cycle following receipt of notice from WES.

6. Financial Terms.

a) Outreach Collateral Costs:

- i. WES will contract directly with a mailing vendor, in which case PGE's obligation shall be limited to providing the vendor with the list of eligible household addresses for a given distribution. No other compensation shall be exchanged under this Agreement.

b) WES IQBD Discount Reimbursement:

- i. By a mutually agreed-upon date each month, WES shall transmit to PGE the current approved applicant list containing all customers that qualify for application of the WES IQBD for that billing cycle, together with the applicable discount amount for each customer.
- ii. PGE shall match the list against its current account records and notify WES of any accounts that cannot be matched or that are otherwise ineligible for application of the discount. The notification shall identify each unmatched account by the data elements provided by WES.
- iii. After receiving the non-match notice from PGE, WES shall provide PGE with an updated approved applicant list with a revised total reimbursement amount.
- iv. PGE shall apply the WES IQBD to approved applicants' monthly PGE bills based on the final approved applicant list.
- v. WES shall remit payment to PGE for the total reimbursement amount reflected in the final approved applicant list within thirty (30) days of submitting the final approved applicant list.

7. How Information is Shared.

- a) WES shall transmit the approved applicant list via a mutually agreed-upon secure file transfer method. PGE shall use the approved applicant list solely to apply the WES IQBD to eligible customer bills and to report discount amounts to WES for reimbursement. The approved applicant list will be in the form of a spreadsheet.
- b) Schedule. WES will provide WES Customer Information as one or more *.xlsx files to PGE beginning on October 1, 2026, following full execution of this Agreement.

8. Access to and Use of WES Customer Information. The access and use of WES Customer Information shall be limited to Authorized Users and solely for the purpose of fulfilling the purpose of this Agreement

9. Confidentiality.

- a) "Confidential Information" means non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information of WES includes WES Customer Information. Confidential Information of PGE includes PGE Customer Information.
- b) The Parties acknowledge and agree: (i) to exercise the same degree of care and protection, but no less than a reasonable degree of care and protection, over Customer Information as each Party exercises with respect to its own similar information; (ii) that all Customer Information disclosed pursuant to the Agreement should be considered confidential and proprietary; (iii) not to use any Customer Information during the Term and for as long as such Party has possession or control of any Customer Information for any purpose other than as permitted under the Agreement or as required under law; (iv) not to disclose or provide any Customer Information to any third-party, except as expressly allowed under this Agreement or required by law; (v) not to remove or destroy any proprietary markings on the Customer Information; and (vi) to return or

destroy all Customer Information received from another Party on the expiration or termination of the Agreement, unless prohibited by law. As requested, a Party shall certify to the other the destruction of such Customer Information, as applicable, within its possession or control.

- c) The Agreement does not otherwise require the Parties to protect information that: (i) was known or readily ascertainable by proper means before being disclosed; (ii) is or becomes available to the general public without fault or action of either Party; (iii) is disclosed to either Party by a third-party that breaches no confidentiality obligation through that disclosure; (iv) is developed independently by either Party without reference to or use of Customer Information; or (v) is required to be disclosed by law, including but not limited to Oregon Public Records Law under ORS Chapter 192, or to a government authority.
- d) Disclosure by either Party of Customer Information to its professional advisors, employees, agents, affiliates, subsidiaries, subcontractors, and consultants is authorized only to the extent: (i) such disclosure is necessary to enable the performance of its obligations under the Agreement; and (ii) such parties receiving Customer Information are comparably bound to safeguard and keep confidential such information.

10. Termination.

- a) This Agreement may be terminated by mutual agreement of the parties or for one of the following reasons: (i) for convenience upon fifteen (15) days written notice to the other party (ii) at any time WES fails to receive funding, appropriations, or other expenditure authority as solely determined by WES; (iii) if either party breaches any material provision of the Agreement or is declared insolvent, the other party may terminate after thirty (30) days written notice with an opportunity to cure.
- b) Upon termination of this Agreement for any reason, (a) PGE shall remove the WES IQBD from all approved applicants' PGE bills no later than the next billing cycle following the effective date of termination; and (b) WES shall reimburse PGE for all discount amounts applied through the final billing cycle. The Parties will extend the protections of this Agreement to any records that they are required to retain under any provision of this Agreement. The terms of this Agreement will remain in effect until all of Records provided by a Party to another, or created or received by a Party on another Party's behalf, are destroyed or returned; or, if it is infeasible to return or destroy Records, protections are extended to such information, in accordance with the termination provisions in this section. To avoid ambiguity, the Parties' obligations under this Section 10 will survive termination of the Agreement.

11. Representatives. The WES liaison for this Agreement shall be Erin Blue, WES Finance Manager (ebblue@clackamas.us | 971-808-7533). The PGE liaison for this Agreement shall be Tyler Richardson, PGE Senior Enterprise Project Manager (tyler.richardson@pgn.com | 503-612-3758).

12. Miscellaneous. Neither Party may assign its interest in the Agreement to a third-party without the other's prior written consent. Each Party represents and warrants that it has the power and authority to enter into and perform the Agreement. The Parties agree that each is an independent contractor of the other. This Agreement does not create any form of legal association that would impose liability upon one Party for any act or omission of the other, nor does it preclude either Party from conducting similar business with other parties. Except as otherwise provided above, the Agreement may only be amended or supplemented by a writing that: (a) is signed by a duly authorized representative of each

Party; (b) clearly recites the Parties' understanding and intent to amend the Agreement; and (c) clearly and with specificity describes the terms to be amended or supplemented. The invalidity of any term or provision will not affect the validity of any other provision.

13. Limitation Of Liability. IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS REPRESENTATIVES BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between WES and PGE that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

15. No Attorney Fees. No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel.

Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

WATER ENVIRONMENT SERVICES


PORTLAND GENERAL ELECTRIC COMPANY

Authorized Signatory



Authorized Signatory

08/18/2026

Date

Date

UPDATED PGE-WES Agreement IQBD Pilot Final

Final Audit Report

2026-08-18

Created:	2026-08-18
By:	Christina Roseman (Christina.Roseman@pgn.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYyUT-xCB5xpVWWgVQhcFXANsjYB-QunH

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